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RECEIVED
 OFFICE OF PUBLIC ACCOUNTABILITY
 PROCUREMENT APPEALS

DATE: 01-26-18
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 FILE NO OPA-PA: 17-010

**IN THE OFFICE OF PUBLIC ACCOUNTABILITY
 PROCUREMENT APPEAL**

<p>IN THE APPEAL OF:</p> <p>CORE TECH INTERNATIONAL CORP.,</p> <p style="text-align: center;">Appellant,</p> <p style="text-align: center;">AND</p> <p>DEPARTMENT OF PUBLIC WORKS,</p> <p style="text-align: center;">Purchasing Agency.</p>	<p>) DOCKET NO. OPA-PA-17-010</p> <p>)</p> <p>)</p> <p>) DEPARTMENT OF PUBLIC WORK'S</p> <p>) AMENDED HEARING BRIEF</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>
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I. INTRODUCTION

This is an appeal by Core Tech International Corp.'s ("CTI") of two (2) decisions by the Department of Public Works' ("DPW") August 23, 2017 decision to: (a) terminate for breach of contract on the Route1/Route 8 Intersection Improvements and Agana Bridges Replacement (Design-Build) Project No. GU-DAR-T101(001); and (b) reject CTI's requests for time extensions and change orders.

On September 30, 2011, DPW and CTI signed a Design-Build contract ("Contract"), in which CTI agreed to design and build improvements to the Route 1 and Route 8 intersections, and

ORIGINAL

replacement of two (2) bridges over the Hagatna River (DPW Project No. GU-DAR-T101(001)), (“Project”). The Project required CTI to construct sidewalks, ramps and driveways that fully complied with the Projects Plans and Specifications and the American with Disabilities (“ADA”).

In connection with the Agreement, Zurich American Insurance Company, Fidelity and Deposit Company of Maryland and Colonial American Casualty and Surety Company (collectively “Surety”), as Surety issued Performance and Payment Bonds Number CMB 9060033 (the “Bond”), on behalf of CTI, as principal, and in favor of DPW, as obligee, with a penal sum of Sixteen Million Three Hundred and Eighty-Four Thousand Five Hundred Dollars & 00/100 (\$16,384,500.00), *See, Exhibit “A”*.

On June 12, 2014 DPW issued a Non-Conformance Report (“NCR”) to CTI on ADA deficiencies for the Project’s sidewalks. The survey conducted by DPW’s project inspectors showed that 83.1% of the sidewalk cross-slope as ADA non-compliant. *See, Exhibit “B”*. On October 9, 2014, CTI submitted its survey of the sidewalk cross-slopes that showed 58.2% of the Project’s sidewalk panels are non-compliant. *See, Exhibit “C”*.

CTI’s Contract with DPW was terminated on August 27, 2017, after it had failed to submit a completion plan, as promised, to complete the ADA non-compliant work and to complete the final punch list items.

CTI filled its notice of appeal with the Office of Public Accountability (“OPA”), regarding DPW’s termination of contract. In this appeal, CTI raised various issues including (1) whether DPW wrongfully terminated CTI from performing work on the Project; (2) whether DPW breached the Contract; (3) whether DPW’s termination of the Contract was in retaliation of CTI’s purportedly successful appeals against DPW concerning the Simon Sanchez High School Invitation for Bids (“SSHS Bids”); (4) whether DPW’s consultant, Parsons Transportation Group (“PTG”) wrongfully interfered with the Contract and (5) whether liquidated damages assessed by DPW should be barred

or significantly reduced.

II. ISSUES

- A. **Whether CTI breached the Contract?**
- B. **Whether DPW's termination of CTI on the Project was made in good faith?**
- C. **Has DPW fully complied with its obligations under the Contract?**
- D. **Whether liquidated damages have been properly assessed on the Project?**

III. DISCUSSION

A. DPW acted in good faith in terminating CTI

Following Substantial Completion DPW wrote CTI on October 26, 2016, concerning the status of closeout issues. (e.g., ADA non-compliant sidewalks, etc.) *See, Ex. D* (does not include attachments).

DPW never accepted the Project's ADA non-compliant sidewalks, nor has it fully paid CTI for its work. DPW has retained \$572,745.86 to complete CTI's ADA non-compliant sidewalks and remaining items. *See, Ex. E*, DPW Invoice No. 33.

That CTI defaulted on the Contract is not in dispute. CTI's own October 9, 2014 survey of the Project's ADA non-compliant sidewalk work is direct evidence that it breached the Contract. While DPW's survey shows over 83% of the Projects sidewalk work as ADA non-compliant, CTI's survey documents that it acknowledges that in excess of 58% of its sidewalk work is ADA non-compliant. Thus, CTI admits that it breached the Contract as its sidewalk fails to comply with the Contract, the Plans and Specifications and Federal and local law.

On December 19, 2014 DPW issued its 13th NCR. *See, Ex. F*. The NCR, on page 2, states that the following items are not conforming to the Contract plans and specifications:

“Sheet C-17 of the Conceptual Drawings detailed a typical driveway cross-section that is in compliance with the American with Disabilities Act (ADA. CTI Provided an alternate design for the driveway shown on Detail B/Sheet PLN-5 of the Approved Civil Drawings.

CTI deviated from both designs and installed driveways that are not compliant with ADA slope requirements in both the direction of travel and cross-slope. A copy of the driveway slopes are attached.

CTI must survey and correct the driveways installed on Routes 1 and 8 that are non-Compliant. CTI shall coordinate with the Designer of Record to develop a corrective Procedure or replacement.”

The ADA law requires a maximum sidewalk cross slopes of 2%. DPW does not have the authority to waive ADA requirements. Further, funds issued by the Federal Highway Administration (“FHWA”) and Defense Access Roads Program, which fund 100% of the Project, cannot be used for work that is ADA non-compliant.

CTI is required to strictly comply with ADA requirements. In *Long v. Coast Resorts, Inc.*, 267 F.3d 918 (9th Cir. 2001), the Appellate Court for the Ninth Circuit considered a lower court’s decision that found that construction work “may be considered a technical violation” of ADA standards. The lower court refused to order defendants to correct the violation. The court stated that requiring bathroom doorways to be widened would have no “appreciable benefit” for persons with disabilities and would be a “meaningless gesture”. In overturning the district court’s decision the appellate court noted that in refusing to order the defendant’s to correct the non-complying work the effect of that refusal was “to leave in place a clear violation of the statute.” The court further noted that the District Court’s decision “places the burden of the owner’s noncompliance on the individuals with disabilities, rather than on the violator”. Finally, the Appellate Court noted that undue burden is not a justification for failing to comply with the obligation of accessibility. See, *Kinney v. Yersalim*, 9 F.3d 1067, 1071 (3rd Cir. 1993). Thus, as of October 2014 CTI was on actual notice that a) the Project’s sidewalk work

was ADA non-compliant, b) that DPW did not accept the work and c) that DPW withheld retention in order to correct the ADA non-compliant work and other uncompleted Project items, in the event CTI failed to do so. Notwithstanding CTI failed or otherwise refused to complete the Project resulting in its termination.

On June 13, 2017, DPW made a Final Demand to Complete Project. DPW's letter, a copy of which is attached hereto as **Ex. G**, provided a detailed history of the Project. *Throughout the Project* CTI repeatedly promised to complete the non-compliant ADA and other outstanding work. In a June 23, 2017 letter from CTI's Conchita Bathan to DPW requesting a time extension to reply to DPW's June 13, 2017 notice of default, a copy of which is attached hereto as **Exhibit H**, she wrote:

“..., CTI does agree with DPW that it is time to complete the project and *wants to complete it as soon as possible*. Therefore, we have taken DPW/PTG's comments and forwarded them to the Designer of Record with the request of *addressing all ADA issues and drainage issues so as to meet ADA standards and specifications*. The engineers are currently evaluating these documents. When they are done we will be able to provide a schedule for completion of the project. *We should have that schedule to you in 2 to 3 weeks.*”

(Emphasis added).

On June 30, 2017, DPW wrote CTI agreeing to its request for additional time to provide a schedule for completion of the Project. *See, Ex. I*. DPW allowed CTI until Monday, July 24, 2017 to respond. *Id.* Monday, July 24, 2017, extended deadline came and went without CTI submitting the promised schedule for completion.

B. DPW's termination of the Contract was made in good faith

CTI bases its false assertion that the government terminated it in retaliation for the SSSH Bids on argument only. Its argument is unfounded speculation. Appellant provides no affidavits, declaration or document to support its false allegation.

The sole “factual” basis in support of its false allegation is the argument that “The ‘unusually suggestive temporal proximity’ – less than 24 hours – between the Notice of Termination/Default and the Addendum in the third SSSH Bid is clear.” DPW asserts that it is anything but clear. CTI’s reliance on a coincidence to support an allegation of retaliation borders on bad faith.

The Guam Transportation Group (“GTG”) provides policy direction and overall guidance to the goals and objectives of the DPW’s 2030 Guam Transportation Program concerning the planning, design, construction and repair of Guam’s routed roads that are funded by the FHWA. The GTG is currently composed of DPW’s Director, Glenn Leon Guerrero, its Deputy Director, Andrew Leon Guerrero; DPW’s Acting Highway Administrator, Joaquin Blaz; FHWA’s regional representative, Richelle Takara, Parsons Transportation Group’s (“PTG”) Michael Lanning and John Moretto, WSP’s, fna Parsons Brinkerhoff, Brady Nadell and Lynden Kobayahsi and Assistant Attorney General, Thomas Keeler.

Former DPW Deputy Director, and former member of the GTG, Felix Benavente, is familiar with both the Project and SSSH Bids. Mr. Benavente can testify that the basis of DPW’s Notice of Termination/Default was due to CTI’s breach of Contract and violation of the ADA. He also states that Appellant’s false allegation that the Termination was in retaliation for the SSSH Appeals is “patently false”. Mr. Benavente can also confirm that timing of CTI’s Termination was out of a concern that the Bonds might not be enforceable if DPW failed to terminate prior to the one year anniversary (i.e., August 25, 2016) of CTI achieving “substantial completion”. *See, Ex. J, Benavente Decl.*

DPW’s Joaquin Blaz mirrors the testimony of Mr. Benavente. He states that the timing of DPW’s Termination was based on counsel’s advice that the “Route 1/8 Project’s Surety’s Bond might not be enforceable if DPW failed to terminate prior to the one year anniversary of Substantial

Completion (i.e., August 25, 2016).” He also states that DPW was provided this advice “as early as June, 2017. This would have been over two (2) months before the “unusually suggestive temporal proximity” alleged by CTI. *See, Ex. K*, Blaz Decl. The declarations of Messrs. Benavente and Blaz are consistent with that of PTG’s John Moretto and other GTG members. Mr. Moretto can testify that in late May or early June the GTG was advised that the “Project’s Performance and Payment Bonds may not be enforceable if [DPW] did not terminate Core Tech prior to the one year anniversary of Substantial Completion.” *See, Ex. L*, Moretto Decl. Mr. Moretto also states that DPW Notice of Termination/Default was unrelated to the SSHS Appeals and was based solely on CTI’s default on the Project. *Id.*

CTI’s unsubstantiated allegation that DPW’s Notice of Termination/Default was retaliatory is both offensive and false.

C. DPW complied with its obligations under the Contract

1. DPW/PTG approved a baseline schedule.

CTI alleges that DPW/PTG failed to provide a baseline schedule for the Project. This is untrue. Attached hereto as **Exhibit “M”** is a copy of an approved baseline dated December 5, 2011.

2. CTI failed to provide information necessary to approve CTI’s Time Extension Request.

Throughout the Project CTI has been remiss in making timely submissions. DPW has repeatedly notified CTI of additional information and items needed to properly evaluate the requested time extension. DPW’s most recent letter, dated October 23, 2017, states, in part:

“As noted, until such time that CTI’s request for time can be validated and the contract amended by Change Order, DPW is required to assess liquidated damage in accordance with the terms and conditions of the contract. DPW’s letter was part of a standard contract review process needed in order for DPW to properly document the use and expenditure of Federal Highway Administration funds on the Project. Please refer to the second paragraph of the letter in which CTI is requested to “provide backup data for these items

to allow DPW to determine any other impacts to the schedule and cost review.”

DPW’s second letter reminds CTI that it is delinquent in submitting other documents that are required by the contract for processing and payment of invoices. ... DPW is waiting for CTI to provide additional information needed for it to complete contract close out. Until such time as CTI submits the additional information or states in writing that it refuses to do so, DPW is not able to make a final decision.”

See, **Ex. N.**

Unless and until CTI submits proper documentation justifying an additional time extension(s), DPW is not able to process a Change Order.

D. PTG did not interfere with CTI’s work on the Project

1. Neither DPW nor PTG interfered with CTI.

CTI cites a few instances when PTG allegedly interfered with work on the Project. It is up to DPW whether or not to accept Project work. If DPW directed that work be performed in a certain manner, as it did with the Bridge 2 cracks, CTI’s obligation was to perform the work. If CTI believed that DPW’s instructions required additional time or costs, the proper remedy under the Contract was to request a Change Order. There is no basis to argue, as CTI does, that DPW’s instructions are tantamount to interference.

2. DPW is solely responsible for Project decisions.

As elsewhere in CTI’s Notice of Appeal no facts or documentation is provided to support its false allegations that PTG usurped DPW’s responsibilities on the Project. CTI references submittals being rejected but fails to state why they were allegedly wrongfully reject. During the Project PTG followed the standard procedure for submittal review, which is as follows:

The Contractor shall prepare and submit for the Department’s review materials to be incorporated into the work and other items or work as required by the Standard Specifications or Special Contract Requirements. Each individual material being submitted to the Department shall be accompanied by a cover sheet. When more than one material is being submitted at one time, each material submitted shall have an individual cover sheet.

Upon review, the submittal will be returned to the contractor with comments as necessary and appropriately marked as follows:

- (a) If the submittal is returned to the Contractor marked “NO EXCEPTIONS TAKEN,” a formal revision of the submittal will not be required.
- (b) If the submittal is returned to the Contractor marked “EXCEPTIONS AS NOTED,” a formal revision of the submittal will not be required, but the Contractor shall provide the material with the exceptions noted by the Department on the returned submittal.
- (c) If the submittal is returned to the Contractor marked “REVISE/RESUBMIT” or “REJECTED/RESUBMIT,” the Contractor shall revise the submittal and resubmit one original and two copies of the revised submittal to the Department.

Actions taken by the Department in the review of submittals do not waive, modify, or supersede the requirements of the contract, the Plans, the Standard Specifications, the Special Contract Requirements, orders, codes, or regulations, nor do they relieve the Contractor or suppliers from the responsibility for errors or omissions. If the contractor requests deviations, in any submittal, from the contract documents, the Contracting Officer shall be advised and a formal determination made. The formal determination of all deviations to the contract documents shall be made in writing from the Contracting Officer to the contractor.

DPW repeatedly followed up with CTI on required documents. For example, in a November 9, 2016, letter to CTI, DPW makes a fourth (4th) follow-up for CTI to provide an electronic schedule noting “*Unfortunately, until DPW receives the electronic schedule files, DPW cannot complete its review.*” See, **Ex. O** (Emphasis added). See also, **Ex. M** (DPW follow-up on schedule and on-site review of punch list items). PTG did not interfere with CTI on the Project. Delays, such as CTI’s failure and/or refusal to correct for close to a three (3) year period, admittedly non-compliant ADA work on the Project, is the fault of CTI, and CTI only.

E. DPW properly assessed liquidated damages on the Project

DPW properly assessed liquidated damages on the Project. CTI argues that liquated damages can’t be assessed without an approved baseline schedule. However, as discussed earlier DPW did approve a baseline schedule. See, **Ex. P**, DPW Nov. 1, 2016 letter. The sum of \$3,300.00 was assessed in accordance with the Contract until Substantial Completion. Following Substantial Completion the amount of \$660 per day continues to be accessed until Final Completion. Id. See also, Contract Section 108.01 (Prosecution and Progress), Table 108-1, which provides for a charge of \$3,300 for liquidated damages for each day work is not substantially completed. **Ex. Q**.

As elsewhere in its Notice of Appeal CTI fails to support any legal basis to support its claim that there is no justification for liquidated damages.

DPW properly assessed liquidated damages in accordance with the Contract.

CONCLUSION

DPW requests that the Public Auditor find that CTI breached the Contract and that DPW's termination was made in good faith; that CTI's termination was not in retaliation of the SSSH Bids; that DPW did not interfere with CTI's work under the Contract; and that DPW properly assessed liquidated damages.

Dated this 26th day of January, 2018.

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

By:


THOMAS KEELER
Assistant Attorney General

In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT A

PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS that

CORE TECH INTERNATIONAL CORPORATION

(Name of Design-Builder)

hereinafter called the "Design-Builder" and

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
AND
ZURICH AMERICAN INSURANCE COMPANY

(Name of Surety)

a corporation duly organized under the laws of the State of ^{Maryland} ~~New York~~ ^{and} and authorized to transact business in the Territory of Guam, as Surety, are held and firmly bound unto the Government of Guam, as obligee, hereinafter called the "Government" for use and benefit of claimants as herein below defined, in the amount of SIXTEEN MILLION THREE HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$16,384,500.00) for the payment whereof the Design-Builder and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Design-Builder has by written Agreement dated August 24, 20 11 , entered into a Contract with the Government of Guam for the:

**ROUTE 1/ROUTE 8 INTERSECTION IMPROVEMENTS
AND AGANA BRIGES REPLACEMENT
PROJECT NO. GU-NH-0001(014) and PROJECT NO. GU-DAR-0001(014)
(DESIGN-BUILD)**

in accordance with drawings, specifications, and documents prepared by the Department of Public Works, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Design-Builder shall promptly and faithfully perform said contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Government provided the same is within the scope of the Contract.

- B. Whenever the Design-Builder shall be and is declared by the Government to be in default under the Contract, the Government having performed territorial obligations there under, the Surety may promptly remedy the default or shall promptly:
1. Complete the Contract in accordance with its terms and conditions; or
 2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Government and the Surety of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the Government, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the Government to the Design-Builder under the Contract and any amendments thereto, less the amount properly paid by the Government to the Design-Builder. No right of action shall accrue on the performance obligations of this bond to or for the use of any person or corporation other than the Government or successor of the Government.
- C. A claimant under the labor and material payment obligations of this bond is defined as one having a direct contract with the Design-Builder or with a subcontractor of the Design-Builder for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor, and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- D. The above-named Design-Builder and Surety hereby jointly and severally agree with the Government that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Government shall not be liable for the payment of any costs or expenses of any such suit.
- E. No suit or action shall be commenced hereunder by any claimant:
1. Unless claimant, other than one having a direct contract with the Design-Builder, shall have given written notice to any two of the following:

The Design-Builder, the Government, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name

of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Design-Builder at any place the principal maintains an office or conducts its business.

2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
3. Other than in a court of competent jurisdiction in and for the Territory of Guam.

F. The amount of the payment bond shall be reduced equivalent to the extent of any payment(s) made in good faith hereunder, inclusive of the payment by the Surety of mechanic's liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS 24th day of August, 20 11 A.D.

IN THE PRESENCE OF:


(Note: If the Principals are Partners, each must execute the Bond)

(WITNESS)

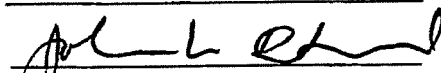
(TITLE)

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

(MAJOR OFFICER OF SURETY)


(TITLE) JOHN N. BUSTARD,
ATTORNEY-IN-FACT FOR ERIC D. BARNES,
ASSISTANT VICE SECRETARY


ZURICH AMERICAN INSURANCE COMPANY


(TITLE) JOHN N. BUSTARD,
ATTORNEY-IN-FACT FOR GREGORY E. MURRAY,
SECRETARY

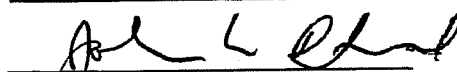

CORE TECH INTERNATIONAL CORPORATION
(DESIGN-BUILDER) (SEAL)
Ho S. Eun, President

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

(MAJOR OFFICER OF SURETY)


(TITLE) JOHN N. BUSTARD,
ATTORNEY-IN-FACT FOR FRANK E. MARTIN, JR.,
VICE PRESIDENT

ZURICH AMERICAN INSURANCE COMPANY


(TITLE) JOHN N. BUSTARD,
ATTORNEY-IN-FACT, FRANK E. MARTIN, JR.,
VICE PRESIDENT

Takagi & Associates, Inc.

(RESIDENT GENERAL AGENT)

In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT B



TRANSMITTAL

No. 00928

Page 1 of 1

DATE: 11/18/2014

PROJECT: GU-DAR-TI01(001)Rte1-Rte8-Agana I

TO: CoreTech
500 Mariner Avenue
Tiyán
Barrigada, GUAM 96913

PROJECT ID#: GU-DAR-TI01(001)

CONTRACT #: 68

REF: Rte1/8 Sidewalk Slope Survey
Resubmit

ATTN: Roberto O. Lee

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached <input checked="" type="checkbox"/> Hand-Delivered	<input type="checkbox"/> Returned for Corrections
<input checked="" type="checkbox"/> Other: Rte1/8 Sidewalk Slope Survey	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Due Date:

PACKAGE SUBMITTAL REV.	ITEM NO.	COPIES	DATE	ITEM DESCRIPTION	STATUS
	001	1	6/12/2014	NCN Rte1/8 Sidewalk Slope Survey	R/R

Remarks: See attached Rte1/8 Sidewalk Slope Survey with comments from reviewer/engineer. Please resubmit.

CC:

Signed: _____

David Titzel
Construction Manager, PTG for DPW

GU-DAR-TI01(001)
Route 1/8 Intersection
Improvements and Agana
Bridges Replacement

RTE 1 SB Side

Sidewalk Slope Survey (%)

Match Line C		
Driveway -233+52		
1.1	1.6	1.3
2.7	1.6	2.1
2.9	1.2	2.0
1.8	2.0	1.7
1.7	2.2	1.9
1.4	2.4	1.3
1.0	2.5	1.4
1.3	2.0	1.5
1.4	1.6	1.8
2.0	1.9	1.7
1.9	1.8	1.8
1.9	2.4	1.6
2.0	2.3	1.7
1.6	2.7	2.3
1.4	2.4	1.8
1.3	2.6	1.7
2.3	2.4	2.1
1.9	2.0	2.2
2.1	2.1	2.0
2.0	2.7	2.1
1.9	2.0	1.7
1.7	2.0	1.6
2.5	1.9	1.7
1.8	2.0	1.7
1.8	2.5	1.5
1.7	1.6	1.9
1.6	1.9	1.7
1.9	2.8	1.9
2.2	2.2	1.6
2.1	1.5	1.4
1.9	2.0	1.7
2.0	2.0	1.8
1.6	2.9	1.8
1.7	3.1	1.9
1.4	2.2	1.9
2.2	2.2	2.0
2.1	2.5	2.5
--	--	--
1.4	2.7	1.8
1.2	1.8	1.9
--	--	--
1.7	1.7	1.7

Match Line D		
Driveway -235+06		
1.9	2.7	2.5
2.4	2.6	2.6
2.0	2.3	2.2
2.4	1.8	2.3
2.5	2.2	2.6
2.3	2.4	2.5
Driveway -234+54		
1.4	1.9	1.2
--	--	--
1.5	1.6	0.9
1.3	1.9	1.4
1.3	2.0	1.7
1.2	1.6	0.9
0.6	1.3	1.1
2.7	1.7	1.5
1.4	2.0	1.4
2.0	1.6	1.5
1.5	1.3	1.2
2.1	1.5	1.9
2.1	1.8	1.9
1.7	1.9	1.7
2.1	1.4	1.6
2.8	1.9	1.7
2.2	2.2	2.0
1.5	1.2	2.0
1.5	1.3	1.4
1.5	1.6	1.9
2.9	1.9	2.0
Driveway -233+52		

Match Line B

Match Line C

*Driveway stationing provided is approximate centerline of driveway based on CTT's as-built drawings.
 *Driveway slope details to follow.

RTE 1 SB Side

GU-DAR-TI01(001)
Route 1/8 Intersection
Improvements and Agana
Bridges Replacement

Sidewalk Slope Survey (%)

Existing Sidewalk	Existing Sidewalk	
1.8	1.9	1.4
1.9	1.8	1.6
1.8	1.9	1.5
1.8	1.6	1.6
2.0	1.4	1.7
1.3	1.7	1.7
1.5	2.1	1.4
2.4	2.1	2289+00
3.0	3.1	2.8
2.5	3.6	3.1
2.3	2.6	2.1
2.2	3.0	2.3
2.8	2.5	2.8
0.2	0.3	0.1
0.7	0.6	0.9
1.3	2.0	2.1
2.8	3.1	3.2
1.5	2.2	2.5 ROUTE 1
1.9	1.9	1.6
1.4	2.0	2.1
1.8	2.0	1.8
1.6	1.9	2.0
2.0	1.7	1.9
2.2	1.9	2.4
2.7	2.0	2.1
2.7	2.2	2.3
--	3.3	3.2
2.3	2.7	2.1
2.2	1.8	1.9
2.0	2.7	1.9
1.7	2.5	2.8
2.2	3.1	3.0
2.0	2.6	2.0
2.0	2.5	2.4
2.2	2.3	2.2
1.2	2.0	2.1
1.0	2.0	1.6
2.0	1.9	1288+00
1.1	2.0	1.5
1.7	2.3	1.5
1.6	2.0	1.6
1.6	1.0	1.6




Match Line F

*Driveway stationing provided is approximate centerline of driveway based on CTI's as-built drawings.
*Driveway slope details to follow.

**GU-DAR-TI01(001)
Route 1/8 Intersection
Improvements and Agana
Bridges Replacement**

RTE 8 WB Side

Sidewalk Slope Survey (%)

END	Existing Sidewalk										
	Existing Sidewalk										
	Existing Sidewalk										
	Existing Sidewalk										
	Existing Sidewalk										
	Existing Sidewalk										
	Existing Sidewalk										
	Existing Sidewalk										
	Existing Sidewalk										
	Existing Sidewalk										
	<table border="0"> <tr><td>--</td><td>1.6</td><td>1.6</td></tr> <tr><td>--</td><td>5.3</td><td>5.6</td></tr> <tr><td>--</td><td>7.4</td><td>6.6</td></tr> </table>	--	1.6	1.6	--	5.3	5.6	--	7.4	6.6	@ ROUTE 8
--	1.6	1.6									
--	5.3	5.6									
--	7.4	6.6									
		4+00									
	Driveway -3+95										
Match Line B											

*Driveway stationing provided is approximate centerline of driveway based on CTI's as-built drawings.
*Driveway slope details to follow.

GU-DAR-TI01(001)
Route 1/8 Intersection
Improvements and Agana
Bridges Replacement

RTE 8 EB Side

Sidewalk Slope Survey (%)

ROUTE 8 	Existing Sidewalk	END
	Existing Sidewalk	
	Existing Sidewalk	
	Existing Sidewalk	
	Existing Sidewalk	
	Existing Sidewalk	
	Existing Sidewalk	
	Existing Sidewalk	
	Existing Sidewalk	
	Existing Sidewalk	
	Existing Sidewalk	
	Existing Sidewalk	
	Existing Sidewalk	
	Existing Sidewalk	
	Existing Sidewalk	1.7
Existing Sidewalk	1.1	1.3
Existing Sidewalk	1.1	1.4
Existing Sidewalk	0.6	0.4
--		Match Line B

*Driveway stationing provided is approximate centerline of driveway based on CTT's as-built drawings.
 *Driveway slope details to follow.

In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT C



CORE TECH INTERNATIONAL CORPORATION

General Contractor
388 South Marine Corps Drive, Suite 400, Tamuning, Guam 96913
Phone: (671) 473-5000 . Fax: (671) 473-5500
Email: main@coretechintl.com

Letter of Transmittal

TO: PARSON
Parson Transportation Group Inc.
590 South Marine Corps Drive, ITC Bldg. Suite 403

DATE	9-Oct-14	REF:	253
ATTENTION:	David Yao		
THRU:			
RE:	Route 8, Route 1 Intersection Improvements and Agaña Bridges Replacement Project No. GU-DAR-TID1(001)		

WE ARE SENDING YOU Enclosed Under separate cover via _____ the following items:

Shop drawings Calculations Addendum Erection drawings
 Letter Change Order Specifications Product Literature
 Data as listed Plans Samples _____

COPIES	DATE	NO.	DESCRIPTION
1	10/09/14	1	Rt.1/8 sidewalk slopes
			<i>Note: CTI results of slopes for the sidewalk opposite yours.</i>

TRANSMITTED AS CHECKED BELOW:

FOR YOUR RECORD APPROVED AS NOTED FOR BIDS DUE
 FOR YOUR USE RESUBMIT COPIES FOR DISTRIBUTION
 AS REQUESTED RETURN _____ COPY STAMPED RECEIVED

REMARKS:

COPY TO

IF ENCLOSURES ARE NOT AS NOTED, PLEASE NOTIFY US AT ONCE

SENT BY:

PT: X
10/9/14

Sign Name Here

RECEIVED BY:

CTDS 2014
10/9/14
3:09 PM

Sign Name Here

Roberto O. Lee
PRINT NAME / TITLE

PRINT NAME / TITLE

**GU-DAR-TI01(001)
Route 1/8 Intersection
Improvements and Agana
Bridges Replacement**

RTE 1 NB Side

Sidewalk Slope Survey (%)

	2.2	1.8	1.9	Match Line C
	2.2	2.0	2.2	
	1.7	1.9	1.9	
234+00	1.1	1.8	1.6	
	1.5	1.9	1.8	
	1.1	1.8	1.6	
	0.9	2.0	1.6	
	1.3	1.7	1.8	
	1.3	2.1	1.8	
	1.8	2.0	2.0	
	1.8	1.6	2.0	
	1.8	1.9	1.9	
	2.0	2.2	2.1	
	1.9	1.8	2.0	
	2.6	1.7	2.3	
	2.5	1.5	1.6	
	2.4	1.9	2.2	
	2.5	2.1	2.7	
	2.9	2.4	2.6	
	3.1	2.5	3.0	
	2.6	2.7	2.3	
	2.1	2.4	2.2	
	1.8	2.5	2.2	
	2.1	3.1	2.2	
	2.0	2.5	2.3	
ROUTE 1	--	--	--	
	1.8	2.6	2.3	
	1.7	1.8	1.8	
	2.2	2.3	2.2	
	2.2	2.8	2.6	
	2.6	3.2	2.8	
	3.1	3.2	3.1	
	3.4	3.3	3.1	
	2.6	2.9	3.0	
	--	--	--	
	2.7	3.1	2.9	
233+00	2.7	2.5	2.8	
	--	--	--	
	1.9	2.3	2.2	
	1.7	2.2	2.0	
	--	--	--	
	2.2	2.6	2.2	
	2.3	2.5	2.1	
	2.1	2.2	2.4	
	2.3	2.6	2.5	
	Driveway -232+58			Match Line B

	1.8	1.4	1.4	Match Line D
	1.8	1.5	1.8	
	2.7	2.9	2.4	
	2.7	1.2	1.5	
	1.5	0.6	1.5	
	2.0	1.8	2.0	
	Diveway -235+33			
	0.2	1.1	0.4	
	2.6	0.1	0.4	
	2.8	0.9	1.2	
	2.7	1.8	2.1	
235+00	2.7	2.3	2.8	
	2.5	2.3	2.4	
	2.7	2.5	2.5	
ROUTE 1	2.4	2.5	2.4	
	2.5	2.4	2.5	
	2.0	2.1	2.2	
	2.6	1.7	2.7	
	2.2	1.8	2.4	
	2.3	2.1	2.2	
	2.0	1.8	1.7	
	1.7	1.2	1.6	
	1.9	1.0	1.7	
	1.7	1.8	1.8	
	2.2	2.0	2.3	
	2.5	2.6	2.6	
	1.9	2.0	2.0	
	1.5	1.8	1.4	
	1.9	1.3	1.4	
	2.4	1.1	1.2	
	2.4	1.0	1.2	
	1.4	1.4	1.5	
	1.3	1.3	1.4	
	1.6	1.6	1.6	
	1.6	1.6	1.5	
	1.7	1.8	1.8	
	2.2	1.7	2.1	Match Line C

*Driveway stationing provided is approximate centerline of driveway based on CTI's as-built drawings.
*Driveway slope details to follow.

GU-DAR-TI01(001)
Route 1/8 Intersection
Improvements and Agana
Bridges Replacement

RTE 1 SB Side

Sidewalk Slope Survey (%)

Match Line E	3.0	1.2	2.2	
	2.4	1.8	1.8	
	2.3	1.6	1.4	
	2.1	1.8	1.8	
	2.5	2.1	2.2	
	3.2	2.2	2.3	
	Driveway -235+97			236+00
	ROUTE 1			
	0.2	1.1	0.2	
	0.2	0.1	0.1	
0.8	1.1	0.9		
0.6	0.9	0.8		
1.8	1.7	1.5		
0.6	1.4	1.6		
1.6	1.2	1.9		
1.7	1.6	1.6		
1.8	2.5	1.8		
2.1	1.7	1.7		
2.4	2.2	2.3		
2.8	2.5	2.1		
2.4	2.3	2.4		
1.8	1.9	1.8		
2.6	1.6	1.7		
1.6	1.6	1.5		
1.7	1.8	1.8		
Driveway -235+06			235+00	
Match Line D				

Match Line F	1.8	1.0	1.3	
	2.0	1.5	1.7	
	1.8	1.5	1.2	
	1.4	1.4	1.2	
	2.1	0.9	1.8	
	--	1.4	1.3	
	Driveway -237+56			
	ROUTE 1			
	2.2	1.8	2.0	
	1.7	1.3	1.6	
1.9	0.9	1.2		
237+00				
Driveway -236+88				
1.6	1.8	1.2		
2.8	1.7	2.0		
2.8	0.6	1.5		
Match Line E				

*Driveway stationing provided is approximate centerline of driveway based on CTI's as-built drawings.
 *Driveway slope details to follow.

RTE 8 EB Side

**GU-DAR-TI01(001)
Route 1/8 Intersection
Improvements and Agana
Bridges Replacement**

Sidewalk Slope Survey (%)

& ROUTE 8	Existing Sidewalk		END
	Existing Sidewalk		
	Existing Sidewalk		
	Existing Sidewalk		
	Existing Sidewalk		
	Existing Sidewalk		
	Existing Sidewalk		
	Existing Sidewalk		
	Existing Sidewalk		
	Existing Sidewalk		
	Existing Sidewalk		
	Existing Sidewalk		
	Existing Sidewalk		
	Existing Sidewalk		
	Existing Sidewalk	1.7	1.6
Existing Sidewalk	1.1	1.3	
Existing Sidewalk	1.1	1.4	
Existing Sidewalk	0.6	0.4	
Existing Sidewalk	--		Match Line B

*Driveway stationing provided is approximate centerline of driveway based on CTT's as-built drawings.
*Driveway slope details to follow.

GU-DAR-TI01(001)

Route 1/8 Intersection
Improvements and Agana
Bridges Replacement

RTE 8 EB Side

8ft width SW slopes

Sidewalk Slope Survey (%)

		2.2	2.3	2.2	Match Line A
		2.1	2.5	2.3	
		2.0	2.6	2.7	
		2.3	2.4	2.1	
		2.6	2.8	2.7	
		2.5	2.7	2.7	
		2.7	2.8	2.8	
		3.1	3.0	2.8	
		3.0	3.4	3.0	
		3.5	3.4	3.4	
		2.8	3.2	3.2	
		2.2	2.7	2.4	
		2.4	2.5	2.3	
		2.2	2.3	1.6	
		1.7	1.9	1.7	
		1.5	1.6	1.3	
		1.8	1.4	1.4	
		1.8	1.2	1.2	
		1.3	1.0	1.1	
		1.6	1.5	1.8	
		2.2	2.1	1.7	
	1+00	2.7	1.5	1.9	
		3.2	--	3.1	
		2.0	2.1	2.0	
	ROUTE 8	2.1	2.2	1.9	
		1.8	1.6	1.5	
		1.7	1.7	1.7	
		2.2	2.3	1.9	
		--	--	--	
		1.4	1.6	1.7	
		1.6	1.9	1.7	
		--	--	--	
		1.9	1.9	1.9	
		2.1	2.4	2.3	
		2.4	2.1	2.3	
		2.3	2.0	2.1	
		1.8	0.6	1.7	
		--	--	--	
		1.6	1.8	1.8	
		3.0	3.0	2.6	
		--	--	--	
		3.5	1.3	3.3	
		1.8	--	2.7	
		3.0	--	2.5	
		2.7	2.2	2.6	
		--	2.4	1.5	
		--	2.4	2.2	
		--	1.8	2.0	
					START

		--	--	--	- Match Line B
		1.5	--	2.0	
		--	--	1.6	
		1.4	--	1.4	
		2.7	--	2.4	
		2.0	2.5	2.5	
	3+00	1.3	1.8	2.0	
		2.1	1.2	2.2	
		2.8	1.7	1.5	
		2.2	2.5	2.5	
		2.5	2.3	2.4	
		1.3	1.8	1.6	
		2.7	0.8	1.6	
		2.6	1.4	1.6	
		2.0	2.4	2.0	
		2.6	1.0	2.4	
		2.1	2.0	2.2	
		1.6	2.1	1.6	
		1.4	1.8	1.5	
		1.7	0.9	1.6	
		2.4	1.0	2.4	
		2.4	1.4	1.4	
		2.4	1.6	2.0	
		2.0	2.2	1.9	
		2.2	2.3	2.2	
		2.3	1.8	2.0	
		2.7	2.3	2.5	
		Driveway -2+20			
		1.6	2.2	2.0	
	2+00	2.4	2.3	2.2	
		1.8	2.0	2.0	
		1.6	2.3	1.8	
		1.8	1.5	1.8	
		1.8	1.8	1.5	
		1.9	2.0	1.7	
		2.0	2.1	2.0	
		2.2	2.1	2.0	Match Line A

*Driveway stationing provided is approximate centerline of driveway based on CTI's as-built drawings.
*Driveway slope details to follow.

**GU-DAR-TI01(001)
Route 1/8 Intersection
Improvements and Agana
Bridges Replacement**

RTE 1 SB Side

Sidewalk Slope Survey (%)

END	Existing Sidewalk	
	Existing Sidewalk	
	Existing Sidewalk	
	1.8 1.9	1.4
	1.9 1.8	1.6
	1.8 1.9	1.5
	1.8 1.6	1.6
	2.0 1.4	1.7
	1.3 1.7	1.7
	1.5 2.1	1.4
	2.4 2.1	2289+00
	3.0 3.1	2.8
	2.5 3.6	3.1
	2.3 2.6	2.1
	2.2 3.0	2.3
	2.8 2.5	2.8
	0.2 0.3	0.1
	0.7 0.6	0.9
	1.3 2.0	2.1
	2.8 3.1	3.2
	1.5 2.2	2.5 ROUTE 1
	1.9 1.9	1.6
	1.4 2.0	2.1
	1.8 2.0	1.8
	1.6 1.9	2.0
	2.0 1.7	1.9
	2.2 1.9	2.4
	2.7 2.0	2.1
	2.7 2.2	2.3
	3.3	3.2
	2.3 2.7	2.1
	2.2 1.8	1.9
	2.0 2.7	1.9
	1.7 2.5	2.8
	2.2 3.1	3.0
	2.0 2.6	2.0
	2.0 2.5	2.4
	2.2 2.3	2.2
	1.2 2.0	2.1
	1.0 2.0	1.6
	2.0 1.9	1288+00
	1.1 2.0	1.5
	1.7 2.3	1.5
	1.6 2.0	1.6
Match Line F	1.6 1.0	1.6

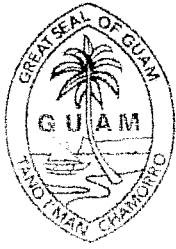
*Driveway stationing provided is approximate centerline of driveway based on CTI's as-built drawings.
*Driveway slope details to follow.

In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT D



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor



OCT 26 2016

Ms. Conchita Bathan
Chief Executive Officer
Core Tech International Corporation
388 South Marine Corps Drive
Suite 400
Tamuning, GU 96913

Ref: **Route 1/Route 8 Intersection Improvements and Agana Bridges Replacement**
Project No. GU-DAR-TI01(001)
Status of Closeout Issues

Dear Ms. Bathan,

The Department of Public Works (DPW) acknowledges receipt of Core Tech International Corporation's (CTI) letter dated August 22, 2016 responding to DPW's letter dated June 21, 2016, on the project closeout status. The email dated June 28, 2016 referenced in your letter was a snapshot of the project closeout status as discussed during June 23, 2016 Construction Progress Meeting and will not be addressed in this letter. The project closeout issues will be addressed in the same order as contained in both letters.

1. **Substantial Completion**

The traffic signal loop sensors at the Route 1/4 intersection, interconnect system testing, and repair of the friction course are completed. Substantial completion was achieved on August 25, 2016 and documented by DPW's letter dated August 30, 2016.

2. **Final Acceptance**

Final Inspection for the Route 1, Route 8 and Bridge 1 portion of the contract was completed on August 29, 2016 and a copy of the Final Inspection and the current status of Bridge 2 Partial Acceptance Punch Lists were provided to CTI by email on September 14, 2016 (Attachment 1) and by DPW letter dated September 26, 2016 (Attachment 2).

CTI can achieve Final Acceptance once the items on both punch lists are completed and the corrective or deficient items are accepted by DPW. As stated in attached DPW's letter dated September 26, 2016, to help expedite completion of items DPW recommends an on-site review of both punch lists between CTI and PTG so there is no misunderstanding regarding any punch list item. To date, CTI has not scheduled this on-site review with PTG. DPW requests CTI schedule this on-site review within 7 days from receipt of this letter as necessary.

Open Issues List

Outstanding construction items on the open issues list provided to CTI during the March 12, 2015 meeting between Parsons Transportation Group (PTG) and CTI's senior management have been compiled into the Final Inspection Punch List.

Status on the outstanding items will be addressed under the Open Issues/Deficiencies List section of the letter.

Open Issues/Deficiencies List

The items which CTI had not corrected from the Open Issues/Deficiencies List which was initially provided to CTI in December 2013 and updated periodically during the course of the project are now compiled into the Final Inspection Punch List.

DPW has received some submittals and emails from CTI, however not all issues contained in the Open Issues/Deficiencies List have been resolved or have a proposed resolution including re-construction, repair, explanation, or deductive change as stated in your letter. Per the September 21, 2016 Construction Progress Meeting Minutes (Attachment 3), unresolved issues from the Open Issues/Deficiencies List include but are not limited to the following:

- Accessibility Issues – Meeting Minute Item 5.5.30, page 9 (Open Issues/Deficiencies List Items 39 and 48): RP (Robert Patawaran) reported drawings (for the proposal package) are still in progress by GS (Grato Singco, CTI's alternate QC Manager);
- Deductive credit for trees – Meeting Minute Item 5.6.2, page 10 (Open Issues/Deficiencies List Items 23 and 24): RM (Robert Marks) reported that the deductive cost proposal will be submitted by next meeting;
- Deductive credit for top soil – Meeting Minute Item 5.7.4, page 10 (Open Issues/Deficiencies List Items 20 – 22): RM (Robert Marks) reported that the deductive cost proposal will be submitted by next meeting.

To date, CTI have not submitted the complete proposed resolution package for the accessibility issues or any deductive cost proposals. Further, Final Inspection was not contingent on completion of all items contained on the Open Issues or Open Issues/Deficiencies Lists. The final inspection was held since CTI had never requested an inspection of the Route 1, Route 8 and Bridge 1 portion of the contract.

DPW's June 21, 2016 letter requested that CTI provide advance notification and make arrangements to schedule a Final Inspection of the Route 1/8 portion of the project to occur immediately following the completion of the interconnect system testing. The expectation was that CTI would expedite the development of the testing plan for approval and complete the test by mid-July. However, due to CTI's delay on the interconnect system testing, DPW, FHWA, and PTG agreed during the August 3, 2016 Construction Progress Meeting to work with CTI to perform Final Inspection on August 17, 2016, prior to the completion of the interconnect system testing. This date was contingent on CTI submitting a written confirmation of the inspection date and time with sufficient notice (two weeks) for DPW to issue invitation to other agencies.

On August 10, 2016, DPW received an email request from Mr. Robert Marks to proceed with the Final Inspection on August 17, 2016 at 9:00 AM.

Accessibility Issues

DPW disagrees with your statement that CTI has submitted resolutions to all ADA issues on Route 1 including the Route 1 intersections with Route 4 and Route 8. To date, CTI has only submitted the proposed resolution for the driveways and the temporary traffic control plans to perform work at the pedestrian ramps. As previously discussed, CTI is still working on finalizing the proposed plans for the pedestrian ramps and sidewalk slopes as of the September 21, 2016 Construction Progress Meeting (Attachment 3).

Please provide a schedule within 7 days after receipt of this letter of when CTI will provide the proposed resolution for the pedestrian ramps and sidewalk slopes for DPW to perform a full and complete review of the ADA issues.

Bridge 2 Partial Acceptance Punch List

DPW concurs that numerous items have been signed off as completed; however, the items still outstanding are not limited to landscaping and the underside of the deck beams. Please refer to the progressed Bridge 2 Partial Acceptance Punch List that was provided to CTI by email on September 14, 2016 (Attachment 1) and by DPW letter dated September 26, 2016 (Attachment 2).

Bridge 2 Cracks

DPW's May 12, 2016 letter provided a Memorandum dated April 29, 2016 from Parsons Brinkerhoff, Inc. (PB) which discussed the type of cracks that were physically observed and recommendations regarding the cracks along with suggested procedures to repair the cracks which are unacceptable.

DPW acknowledges that CTI will perform the repair work in accordance with the suggested procedure. CTI is requested to provide a schedule within 7 days of receipt of this letter of when CTI plans to perform the repair work. Also, please note that this work must be performed in full compliance with the contract and permit requirements which includes but are not limited to product data submittal and daily water quality monitoring.

Drainage

Your letter dated August 22, 2016 only addressed one (Senator McCreadie office building) of seven drainage/ponding issues. Status of all drainage/ponding issues are discussed below:

- **Ponding in front of Senator McCreadie's office building (Final Inspection Punch List Item 103)**

Although EC Development has approved CTI's proposed resolution to the drainage issue in front of the Senator McCreadie building, this issue was caused by CTI's deviation from the construction drawings. As such, the proposed resolution must comply with the contract requirements and falls under DPW's jurisdiction for review and final approval.

CTI submitted revised plans on September 21, 2016 at 4:59 PM for the drainage issue in front of the Senator McCreadie office building. An advanced copy of the review comments was emailed to CTI on September 26, 2016 and the official response was picked up by Mr. Robert Patawaran on September 28, 2016.

As the work to correct the ponding at Senator McCreadie's office is not entirely within the Government's Right-of-Way, DPW is requesting that CTI provide a signed copy of the Right to Enter/Temporary Construction Easement agreement between EC Development and CTI to perform the corrective work in front of the Senator McCreadie office building.

- **Ponding at the Auto Spot dealership at the southwest corner of Route 1/8 intersection (Final Inspection Punch List Item 37)**

Review comments on the drainage issue at the Auto Spot dealership was returned to CTI on August 9, 2016. To date, DPW has not received the revised plans.

- **Ponding at pedestrian ramps (Final Inspection Punch List Items 14, 65, 69, 79, and 114)**

Ponding at the pedestrian ramps were not discussed in DPW's letter dated June 21, 2016. These items were listed as Item 17 on the Open Issues/Deficiencies List. To date, DPW has not received any proposed resolutions to correct the ponding at the pedestrian ramps. These drainage/ponding issues at the ramps can and should be addressed as part of the resolution to the accessibility issues for the pedestrian ramps.

Please provide a schedule within 7 days after receipt of this letter of when CTI will provide the proposed resolution and other required submittals/documents for all of the drainage issues for DPW to perform a full and complete review.

May 11 and May 18, 2014 HMA Friction Course Production Paving

DPW received the signed Change Order No. 10 from CTI on September 15, 2016 at 4:36 PM. This change order modifies the Contract Specification Sections 106 and 402 to allow acceptance of the Hot Mix Asphalt (HMA) friction course production paving installed on May 11, 2014 and May 18, 2014.

DPW is currently processing the change order.


3. Time Extension Analysis

DPW received CTI's request for time extension and change to contract price on September 16, 2016 at 4:36 PM. CTI's request is currently under review.

Now that CTI has received the punch list for the Route 1, Route 8 and Bridge 1 portion of the contract to include all outstanding issues and progressed punch list for the Bridge 2 portion of the contract, please provide a completion schedule for all items within 7 days after receipt of this letter. Include in the schedule all submittal activities that are required to start the work. To help expedite completion of items, it is again recommend that an on-site review of both punch lists be held between CTI's field team and PTG so there are no misunderstandings regarding any punch list item.

Should you have any questions or need additional information, please contact Mr. Crispin Bensen, Project Engineer, at 649-3115 with Department of Public Works or Mr. Houston Anderson, Construction Manager, at 648-1066 with Parsons Transportation Group.


Sincerely,



FELIX C. BENAVENTE

Attachments: Attachment 1 - EML_PTG-CTI_Punch List_14SEP2016.pdf
Attachment 2 - LTR_DPW-CTI_Final Inspection and Bridge 2 Partial Acceptance Inspection Punch Lists_26SEP2016.pdf
Attachment 3 - MIN_129_Agana Bridges_21SEP2016_Progress Weekly Meeting.pdf

Cc: Crispin Bensen, DPW
Tom Keeler, GAG
Richelle Takara, FHWA
Michael Lanning, PTG
Houston Anderson, PTG
Ho S. Eun, CTI
Edwin K.C. Ching, CTI
Anita P. Arriola, AC&A
Henry Taitano, CTI
Robert Marks


IDuarosan/JBlaz

In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT E

GU-DAR-T101(001)
Route 1/8 Intersection Improvements
and Agana Bridges Replacement
Invoice 33

Invoice Period: April 1, 2016 to September 6, 2016

	DAR	FHWA	TOTAL	Explanation/Comment
Original Contract Amount	\$ 11,239,813.92	\$ 5,144,686.08	\$ 16,384,500.00	
Change Orders	\$ 249,999.00	\$ 1,428.55	\$ 251,427.55	
Current Contract Amount	\$ 11,489,812.92	\$ 5,146,114.63	\$ 16,635,927.55	
Less: Test Frequencies	(49,786.88)		(49,786.88)	
Less: HMA Paving	(47,930.79)		(47,930.79)	
Less: Unused Portion of Change Order 02	(146,343.93)		(146,343.93)	
Revised Contract Amount	\$ 11,245,751.32	\$ 5,146,114.63	\$ 16,391,865.95	DAR = 68.8% of Total Contract; FHWA = 31.2% of Total Contract
Less: Loop Sensor Connection at Route 4 Intersection				Done - \$1,315.14
Less: Copper Interconnect Cable				Done - \$1,250.00
Less: Removal of painted pavement markings, arrow head, pedestrian	(112.50)		(112.50)	
Less: Removal of painted Pavement Marking, Line Striping 4"	(417.26)		(417.26)	
Less: New Pavement Markings	(4,450.00)		(4,450.00)	
Less: Cracked Deck Beam Repair		(25,000.00)	(25,000.00)	
Less: Sidewalk Concrete		(4,965.31)	(4,965.31)	
Less: Permanent Signage		(1,042.23)	(1,042.23)	
Amount Payable	\$ 11,240,771.56	\$ 5,115,107.09	\$ 16,355,878.65	
Less: Schedule Withholding	(120,000.00)	(240,000.00)	(360,000.00)	June 2015 to March 2016 = 33 months x \$10,000 per month = \$330,000
Less: Liquidated Damage	(9,835,309.41)	(2,462,122.75)	(12,297,432.16)	4/17/2014 to 3/31/2016 = 715 calendar days x \$9,300 per day = \$2,359,500
Revised Payable	\$ 10,925,471.56	\$ 2,757,087.09	\$ 13,682,558.65	
Less: Retention	(492,855.55)	(985,711.10)	(1,478,566.65)	
Invoice Amount	\$ 10,432,616.01	\$ 1,771,375.99	\$ 12,203,991.99	\$750,000 to be paid as per DPW Letter dated April 28, 2016.

This invoice is submitted as a progress payment only and Core Tech International Corporation (CTI) specifically reserves the right to submit and recover claims at a future date. CTI disavows with any deductions for liquidated damages and reserves the right to file and recover any claim for amounts deducted for liquidated damages.

Shirley 9/6/16 Date: 9/6/16
 Core Tech International Corporation

Amount Payable	\$11,240,771.56	\$5,115,107.09	\$16,355,878.65	Liquidated Damages:
Less: Schedule Withholding	(\$120,000.00)	(\$210,000.00)	(\$330,000.00)	Previous
Less: Liquidated Damage	(\$9,835,309.41)	(\$2,462,122.75)	(\$12,297,432.16)	4/1/2016 to 5/19/2016 = 49 CD x \$3,300/day = \$161,700.00
Revised Payable	\$10,493,766.70	\$2,735,691.95	\$13,229,458.65	6/6/2016 to 8/25/2016 = 81 CD x \$3,300/day = \$267,300.00
Less: Previously Paid (Thru May 31, 2014)	(\$9,835,309.41)	(\$2,462,122.75)	(\$12,297,432.16)	8/26/2016 to 9/6/2016 = 49 CD x \$3,300/day = \$7,920.00
Less: Retention:	(\$299,376.66)	(\$273,569.20)	(\$572,945.86)	Total Liquidated Damage =
Invoice Amount	\$359,080.63	\$0.00	\$359,080.63	

In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT F



DATE: 12/19/2014

PROJECT: GU-DAR-TI01(001)Rte1-Rte8-Agana I

TO: CoreTech
 500 Mariner Avenue
 Tiyan
 Barrigada, GUAM 96913

PROJECT ID#: GU-DAR-TI01(001)
 CONTRACT #: 68

REF: NCR #13 ADA Walkway Slopes
 at Driveway

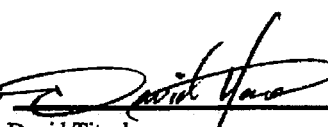
ATTN: Roberto O. Lee

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached <input checked="" type="checkbox"/> Hand-Delivered	<input type="checkbox"/> Returned for Corrections
<input checked="" type="checkbox"/> Other: NCR #13 ADA Walkway Slopes at Drivew	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Due Date:

PACKAGE	SUBMITTAL REV.	ITEM NO.	COPIES	DATE	ITEM DESCRIPTION	STATUS
		001	1	12/19/2014	NCR #13 ADA Walkway Slopes at Driveway	NEW

Remarks: The attached NCR #13 ADA Walkway Slopes at Driveway is for your action and response.

CC:

Signed: 
 for David Titzel
 Construction Manager, PTG for DPW

**Department of Public Works
Division of Highways**



CONSTRUCTION NON-CONFORMANCE REPORT

To: Core Tech International, Inc. (CTI) Date: 12/19/14
(Contractor)

Non-Conformance Report Number: 013 Time: 8:00 AM

Project Number: GU-DAR-TI01 (001)

Project Name: Route 1/Route 8 Intersection Improvements and Agana Bridges Replacment

Specification Section: SOW-5 Drawing Number: PLN-1 thru 5, TYP-2 thru 3, XS-1 thru 11

The following listed item(s) are not in conformance with the contract plans and specifications for the reasons stated below (attach additional sheets as necessary):

Sheet C-17 of the Conceptual Drawings detailed a typical driveway cross-section that is in compliance with the American with Disabilities Act (ADA). CTI provided an alternate design for the driveway shown on Detail B/Sheet PLN-5 of the Approved Civil Drawings.

CTI deviated from both designs and installed driveways that are not compliant with ADA slope requirements in both the direction of travel and cross-slope. A copy of DPW/PTG survey of the driveway slopes are attached.

CTI must survey and correct the driveways installed on Routes 1 and 8 that are non-compliant. CTI shall coordinate with the Designer of Record to develop a corrective procedure or replacement.

By: David Yao, Construction Contract Administrator Date: 12/19/14
(Name, Initials and Title)

Reviewed by: David Titzel, Construction Manager Date: 12/18/14
(Name, Initials and Title)

Acknowledgement of receipt by: _____ Date: 12/24/14
(Name & Initials of Contractor or Designee)

This section to be completed only after the non-conformance is corrected and/or resolved.
RESOLUTION: _____ Date: _____

The above noted construction non-conformance has been corrected and/or resolved as indicated below (attach additional sheets as necessary):

By: _____ Date: _____
(Name, Initials and Title)

Reviewed by: _____ Date: _____
(Name, Initials and Title)

Send copy of completed form to the Department for permanent project records.

Summary

GU-DAR-TI01(001)
Route 1/8 Intersection Improvements
and Agana Bridges Replacement
DPW/PTG Driveway Slope Survey

Driveway

Route 1 Southbound

Driveway (Sta.)	Width (ft)*			Comments
	Planned	Actual	Actual + Transition	
231+15	36	0	0	Deleted per request of property owner, Jones and Guerrero
232+00	36	38	43.75	
233+52	26	24	32.25	
234+54	0	32	40	Added per negotiations with property owner, Moylan
235+06	40	26	34	
235+97	44	36.5	50	
236+88	48	48.5	65	
237+56	32	30	40	
Sub-Total	262	231	295	

Route 1 Northbound

Driveway (Sta.)	Width (ft)*			Comments
	Planned	Actual	Actual + Transition	
231+13	36	22	30.25	Reduction to 24' approved per RFI 028
232+58	36	32	40.25	Reduction to 32' approved per RFI 028
235+33	32	32	43.5	
Sub-Total	104	86	114	

Route 8 Eastbound

Driveway (Sta.)	Width (ft)*			Comments
	Planned	Actual	Actual + Transition	
2+20	32	32.5	40.75	
Sub-Total	32	32.5	40.75	

Route 8 Westbound

Driveway (Sta.)	Width (ft)*			Comments
	Planned	Actual	Actual + Transition	
1+28	18	17.25	29.75	
2+64	32	31	42	
3+28	22	22.5	39.5	
3+95	60	60	79.5	Portions of driveway rejected due to placement during rain.
Sub-Total	132	130.75	190.75	

* Planned and Actual Widths are based on driveway opening.
 Highlighted widths exceeds the maximum driveway width per DPW Standard of 36'.

Survey Notes:

1. Values shown on survey sheets are magnitudes of slope in percent.
2. Arrows show typical down slope directions.

GU-DAR-TI01(001)
Route 1/8 Intersection Improvements
and Agana Bridges Replacment
DPW/PTG Driveway Slope Survey

Width of accessible path as measured from back of sidewalk and determined by the grade break between accessible path and driveway slope as shown on Typical Driveway As Installed by CTI.

Driveway

Route 1 Southbound

Driveway (Sta.)	Actual Accessible Path Width (ft)
231+15	Deleted
232+00	8
233+52	5.75
234+54	4.75
235+06*	4
235+97	8
236+88	4
237+56	8

* Accessible path for driveway at Sta. 235+06 is on street side of driveway due to drain inlet at back of driveway.

Route 1 Northbound

Driveway (Sta.)	Actual Accessible Path Width (ft)
231+13	4
232+58	5
235+33	4

Route 8 Eastbound

Driveway (Sta.)	Actual Accessible Path Width (ft)
2+20	3.25

Route 8 Westbound

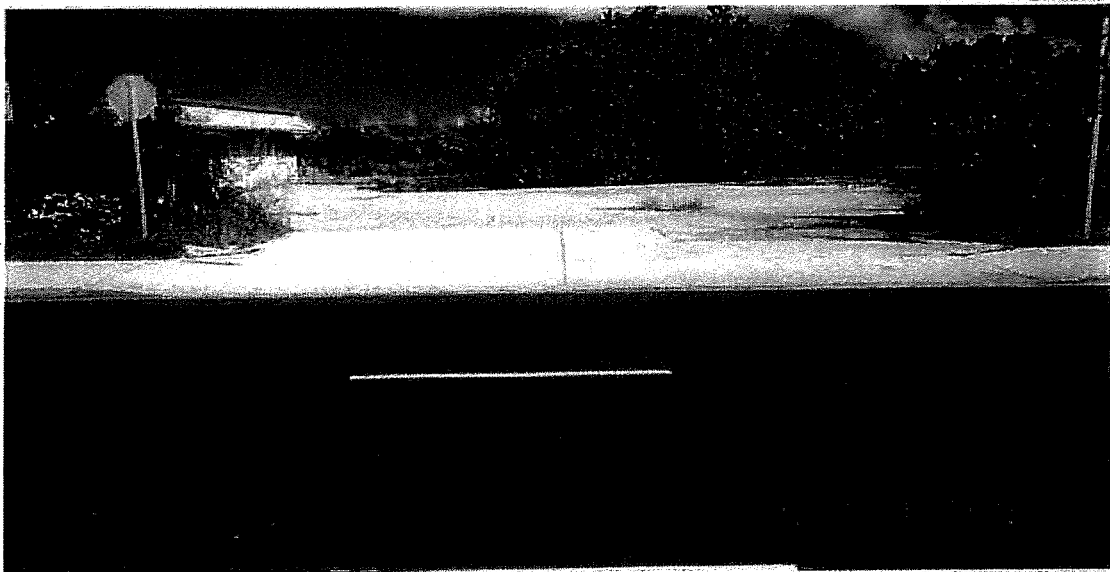
Driveway (Sta.)	Actual Accessible Path Width (ft)
1+28	4
2+64	5
3+28	0
3+95	Varies 0 - 4

ROUTE 1 SB SIDE

**GU-DAR-TI01(001)
Route 1/8 Intersection Improvements
and Agana Bridges Replacement
DPW/PTG Driveway Slope Survey**

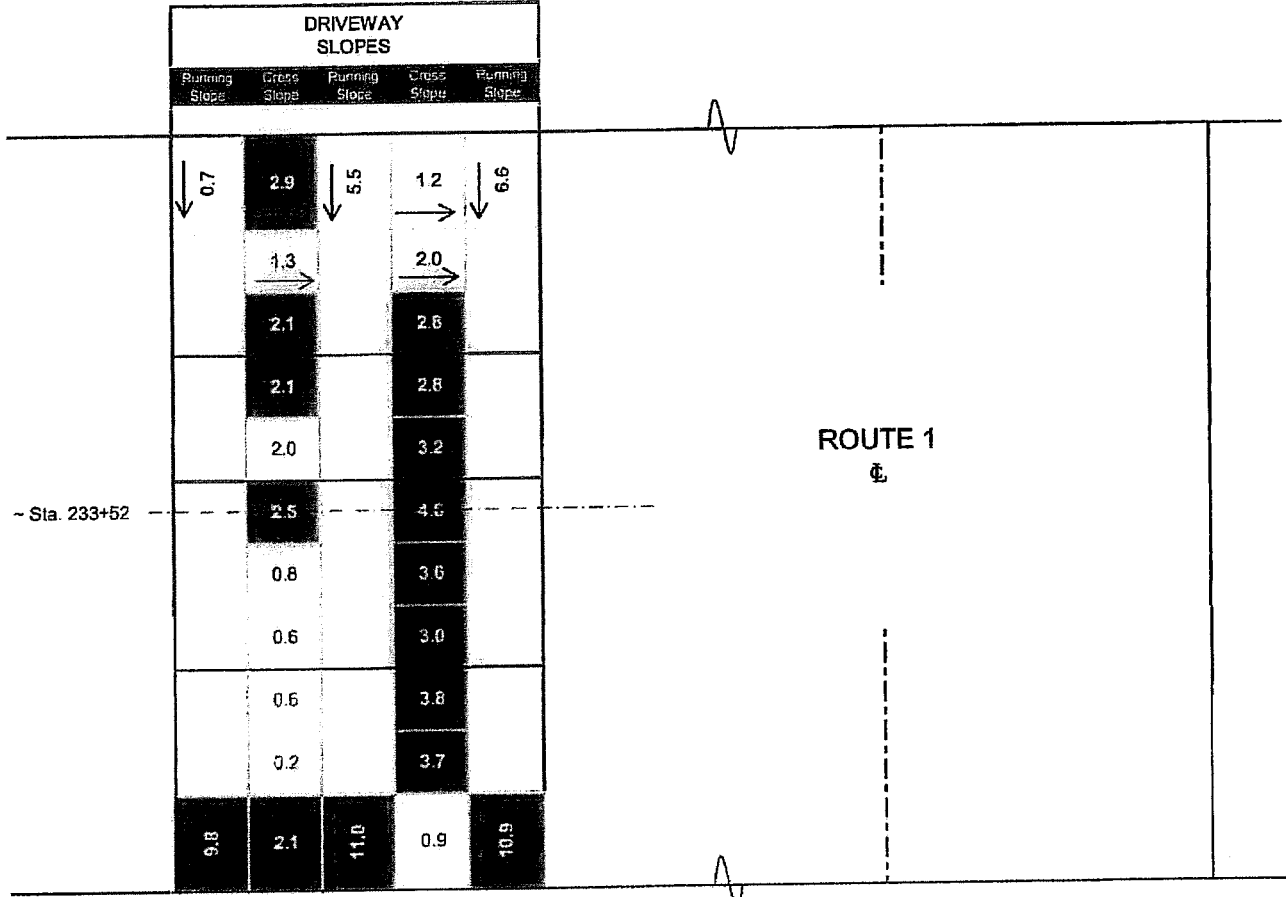
DRIVEWAY SLOPES				
Beginning Slope	Cross Slope	Ending Slope	Cross Slope	Ending Slope
12.4	0.2	12.5	1.1	11.6
	0.4		1.0	
	1.1		1.8	
	1.2		0.5	
	0.9		1.2	
	1.9		1.1	
- Sta. 232+00	1.3		1.7	
	1.5		2.4	
	1.8		1.5	
	1.9		1.2	
	1.8		1.4	
	1.4		1.3	
9.1	1.3	11.5	0.1	12.7

ROUTE 1
Ⓢ



ROUTE 1 SB SIDE

GU-DAR-TI01(001)
 Route 1/8 Intersection Improvements
 and Agana Bridges Replacement
 DPW/PTG Driveway Slope Survey




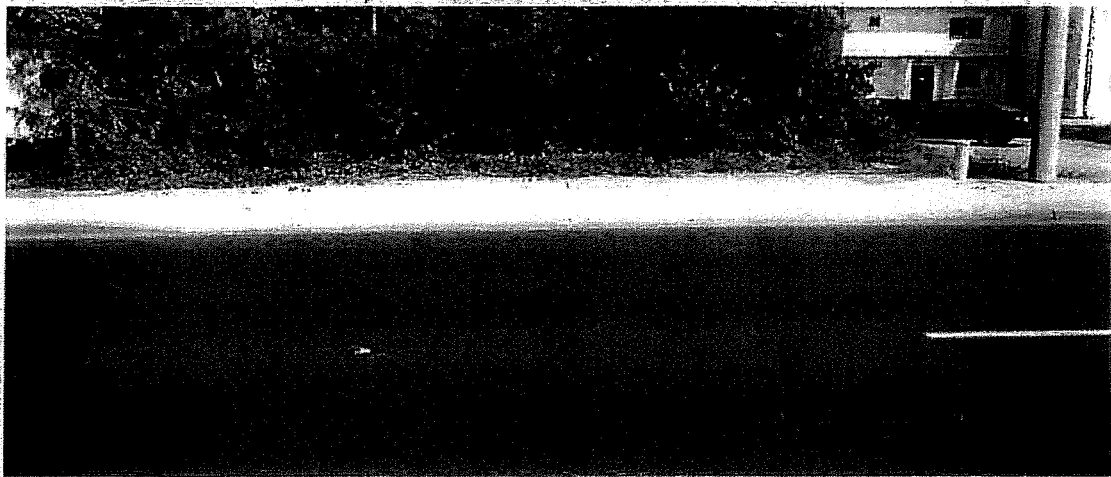
ROUTE 1 SB SIDE

GU-DAR-TI01(001)
Route 1/8 Intersection Improvements
and Agana Bridges Replacement
DPW/PTG Driveway Slope Survey

DRIVEWAY SLOPES				
Running Slope	Gross Slope	Running Slope	Gross Slope	Running Slope
10.2	1.8	8.4	2.8	10.2
	3.2		4.6	
	1.7		5.9	
	0.6		5.4	
	1.8		6.8	
	3.0		5.4	
	2.1		6.0	
	1.6		4.5	
	2.5		4.7	
	2.2		4.6	
	1.7		4.5	
10.5	2.2	10.9	2.2	9.4

~ Sta. 234+54

ROUTE 1


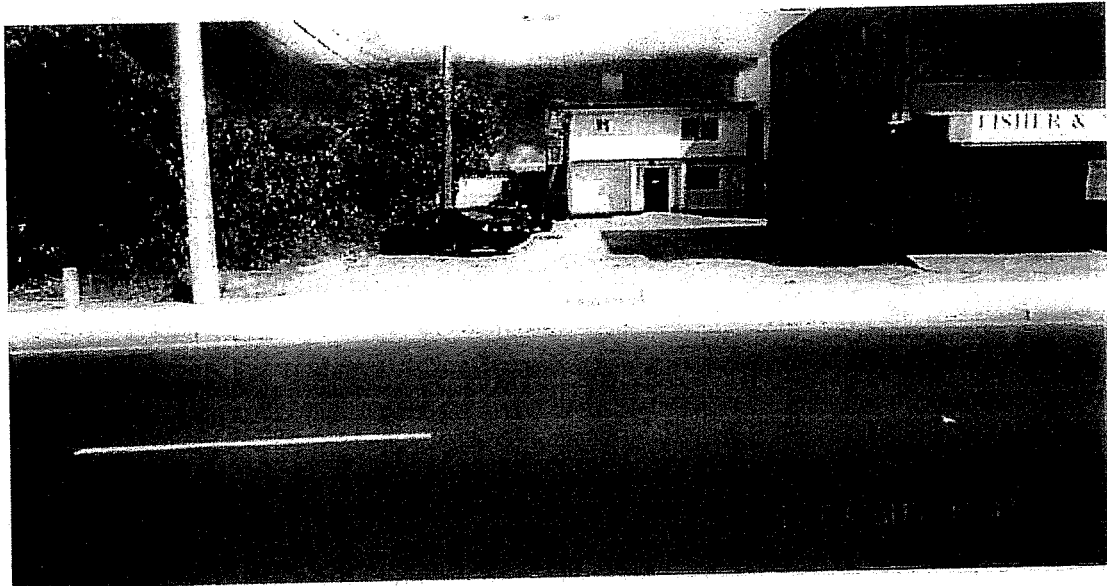


ROUTE 1 SB SIDE

**GU-DAR-TI01(001)
Route 1/8 Intersection Improvements
and Agana Bridges Replacement
DPW/PTG Driveway Slope Survey**

DRIVEWAY SLOPES				
Paving Slope	Cross Slope	Paving Slope	Cross Slope	Paving Slope
13.3	2.5	12.6	2.2	11.0
	0.6		0.6	
	8.1		1.0	
	8.7		0.3	
~ Sta. 235+06	7.6		0.4	
	6.8		0.0	
	4.7		1.3	
	1.8		0.9	
13.8	0.2	11.7	1.2	11.3

ROUTE 1
⊕



ROUTE 1 SB SIDE

**GU-DAR-TI01(001)
Route 1/8 Intersection Improvements
and Agana Bridges Replacement
DPW/PTG Driveway Slope Survey**

DRIVEWAY SLOPES				
Running Slope	Cross Slope	Running Slope	Cross Slope	Running Slope
	1.9		1.9	
7.8	2.0	7.7	2.6	8.9
	2.4		4.8	
	1.3		1.7	
	1.2		2.0	
	1.4		1.6	
	1.6		1.9	
	1.4		1.6	
- Sta. 235+97	1.6		1.5	
	0.9		1.8	
	4.8		1.5	
	1.2		2.5	
	1.7		1.7	
	1.9		1.7	
	2.0		1.4	
	1.3		1.8	
5.6	1.4	8.7	0.6	9.0

ROUTE 1
⊕

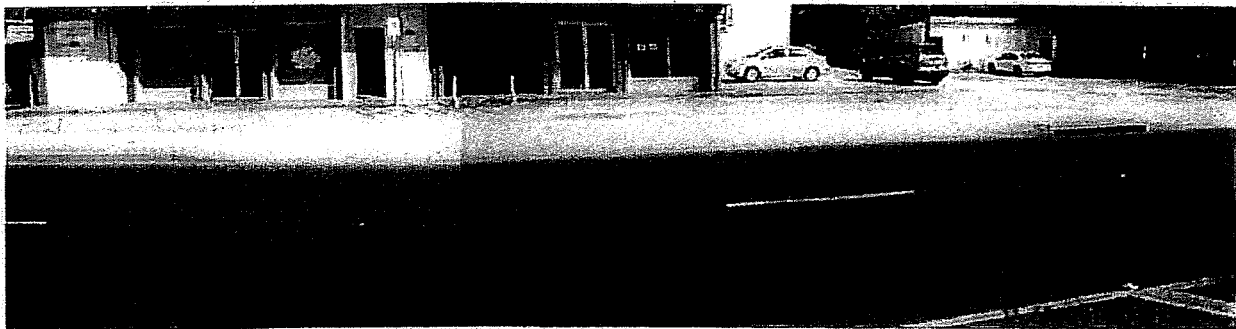


ROUTE 1 SB SIDE

GU-DAR-TI01(001)
 Route 1/8 Intersection Improvements
 and Agana Bridges Replacement
 DPW/PTG Driveway Slope Survey

DRIVEWAY SLOPES				
Running Slope	Cross Slope	Running Slope	Cross Slope	Running Slope
7.9	2.2	9.8	0.8	11.5
	3.0		2.2	
	3.0		2.5	
	3.1		2.5	
	1.9		3.5	
	2.7		4.5	
	2.2		4.1	
	1.4		4.6	
- Sta. 236+88	2.8		4.3	
	2.0		3.9	
	1.7		3.4	
	2.5		2.9	
	2.2		1.9	
	1.8		3.8	
	1.3		4.5	
	4.2		1.7	
11.6	2.5	9.0	1.6	9.9

ROUTE 1

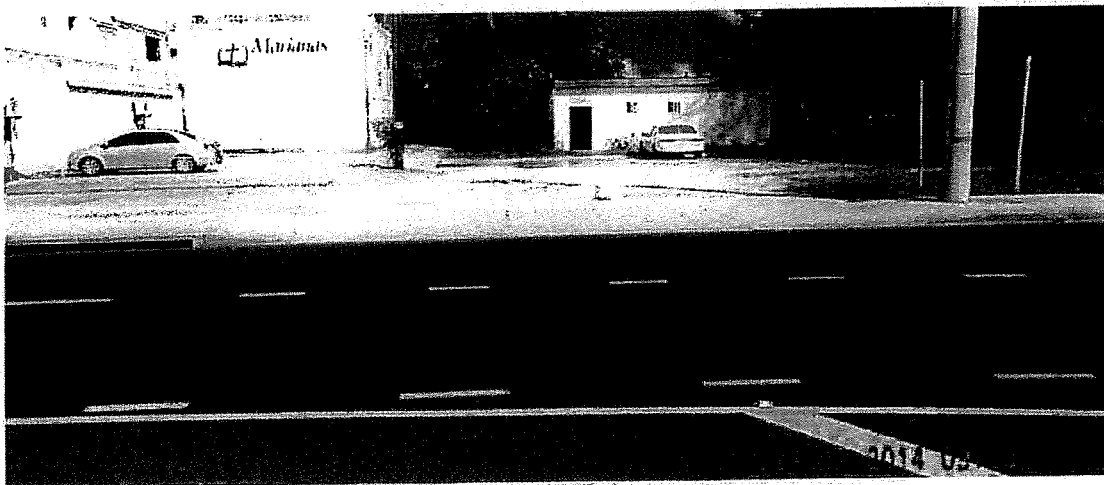


ROUTE 1 SB SIDE

**GU-DAR-TI01(001)
Route 1/8 Intersection Improvements
and Agana Bridges Replacement
DPW/PTG Driveway Slope Survey**

DRIVEWAY SLOPES				
Running Slope	Cross Slope	Running Slope	Cross Slope	Running Slope
	1.6		1.1	
7.5	1	9.1	1	8.5
	3.1		2.9	
	3.5		3.7	
	2.5		2.7	
	2.5		2.5	
	2.7		2.3	
- Sta. 237+66	2.1		3.0	
	2.9		2.6	
	2.6		2.4	
	2.5		2.7	
	3.0		2.3	
	2.7		2.1	
	2.5		3.0	
12.4	2.5	12.3	2.5	14.1

ROUTE 1
⊕

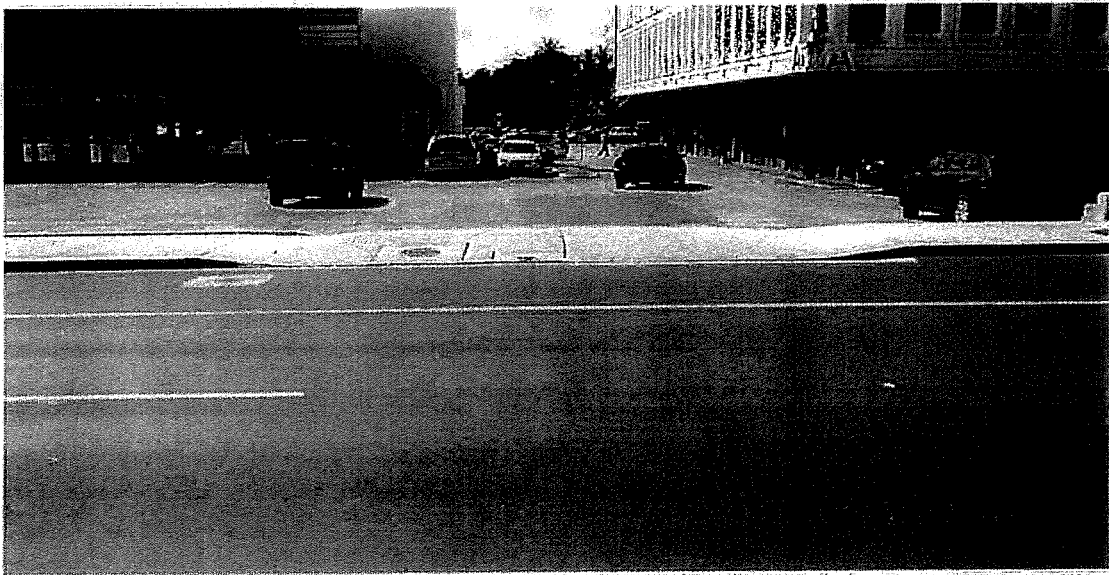


RTE 1 NB Side

GU-DAR-TI01(001)
Route 1/8 Intersection Improvements
and Agana Bridges Replacement
DPW/PTG Driveway Slope Survey

DRIVEWAY SLOPES				
Running Slope	Cross Slope	Running Slope	Cross Slope	Running Slope
4.7 ↓	3.7	2.7 ↓	0.6	2.7 ↓
	10.0		1.0	
	9.3		0.5	
	11.9		0.5	
	9.4		0.7	
	8.8		1.4	
	8.0		1.6	
15.1	0.1	10.5	1.2	7.8 ↑

ROUTE 1
 ~ Sta. 231+13



RTE 1 NB Side

GU-DAR-TI01(001)
Route 1/8 Intersection Improvements
and Agana Bridges Replacement
DPW/PTG Driveway Slope Survey

DRIVEWAY SLOPES				
Runway Slope	Cross Slope	Runway Slope	Cross Slope	Runway Slope
6.8	5.6	3.4	1.0	8.0
	7.6		1.8	
	8.1		1.7	
	9.7		2.4	
	9.1		1.6	
	7.6		1.5	
	8.4		3.5	
	8.6		2.6	
	7.6		2.2	
	8.7		1.2	
9.6	2.3	3.1	0.7	3.0

ROUTE 1
 ~ Sta. 232+58

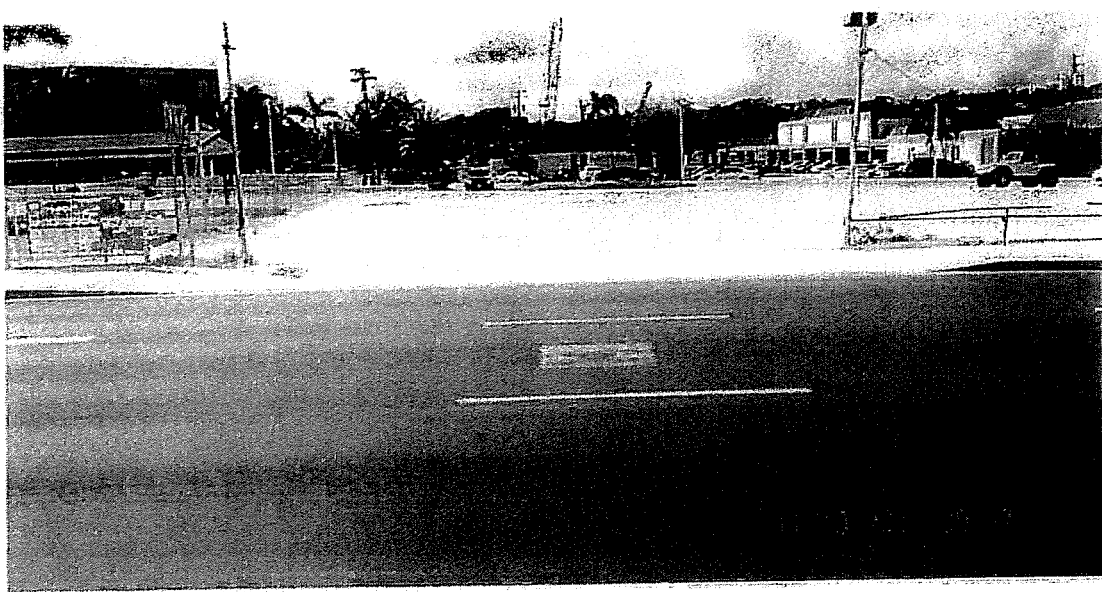


RTE 1 NB Side

GU-DAR-TI01(001)
Route 1/8 Intersection Improvements
and Agana Bridges Replacement
DPW/PTG Driveway Slope Survey

		DRIVEWAY SLOPES					
		Running Slope	Cross Slope	Running Slope	Cross Slope	Running Slope	
ROUTE 1 ⊕		6.1	1.9	8.0	0.5	8.0	
			4.8		1.8		
			5.1		0.4		
			5.6		0.6		
			5.4		1.0		
			4.5		0.7		
			4.2		1.0		
			4.2		0.6		
			3.5		0.5		
			3.3		0.8		
			3.6		0.5		
			10.6	0.4	8.0	1.0	6.1

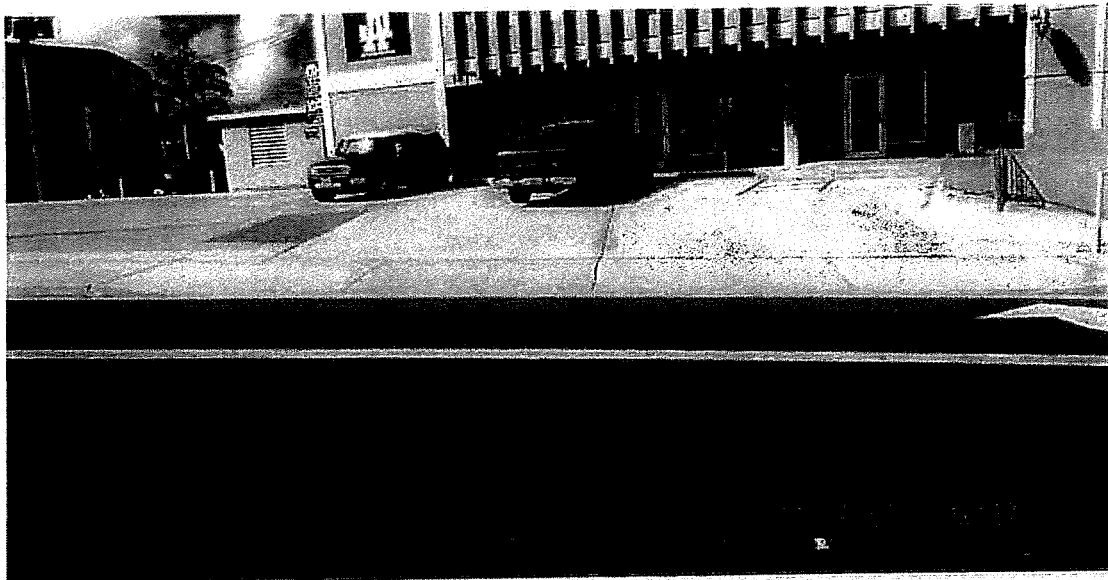
- Sta. 235+33



GU-DAR-TI01(001)
Route 1/8 Intersection Improvements
and Agana Bridges Replacement
DPW/PTG Driveway Slope Survey

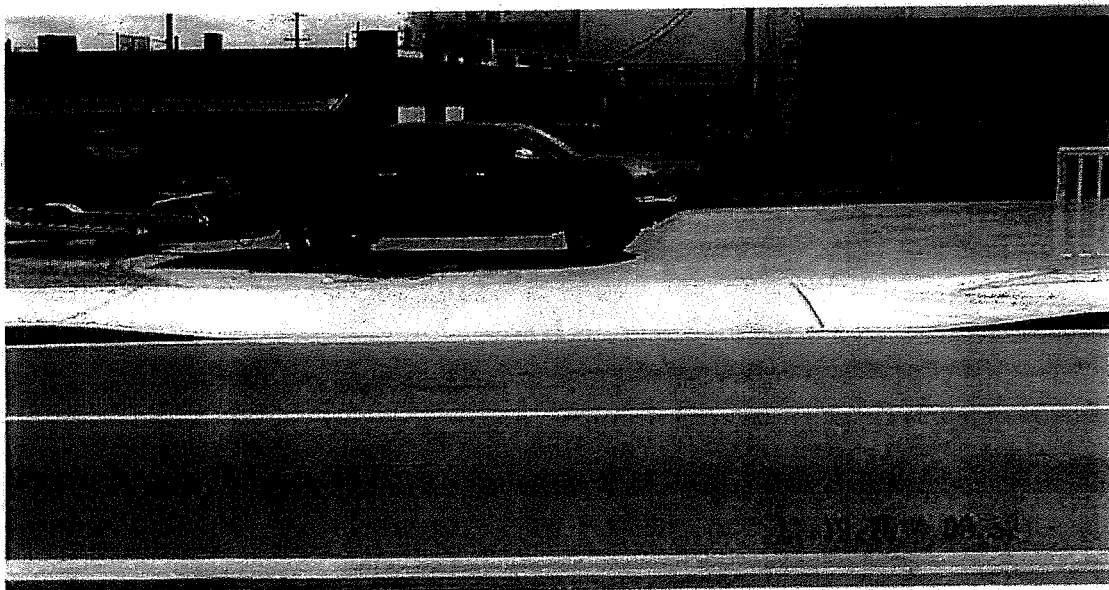
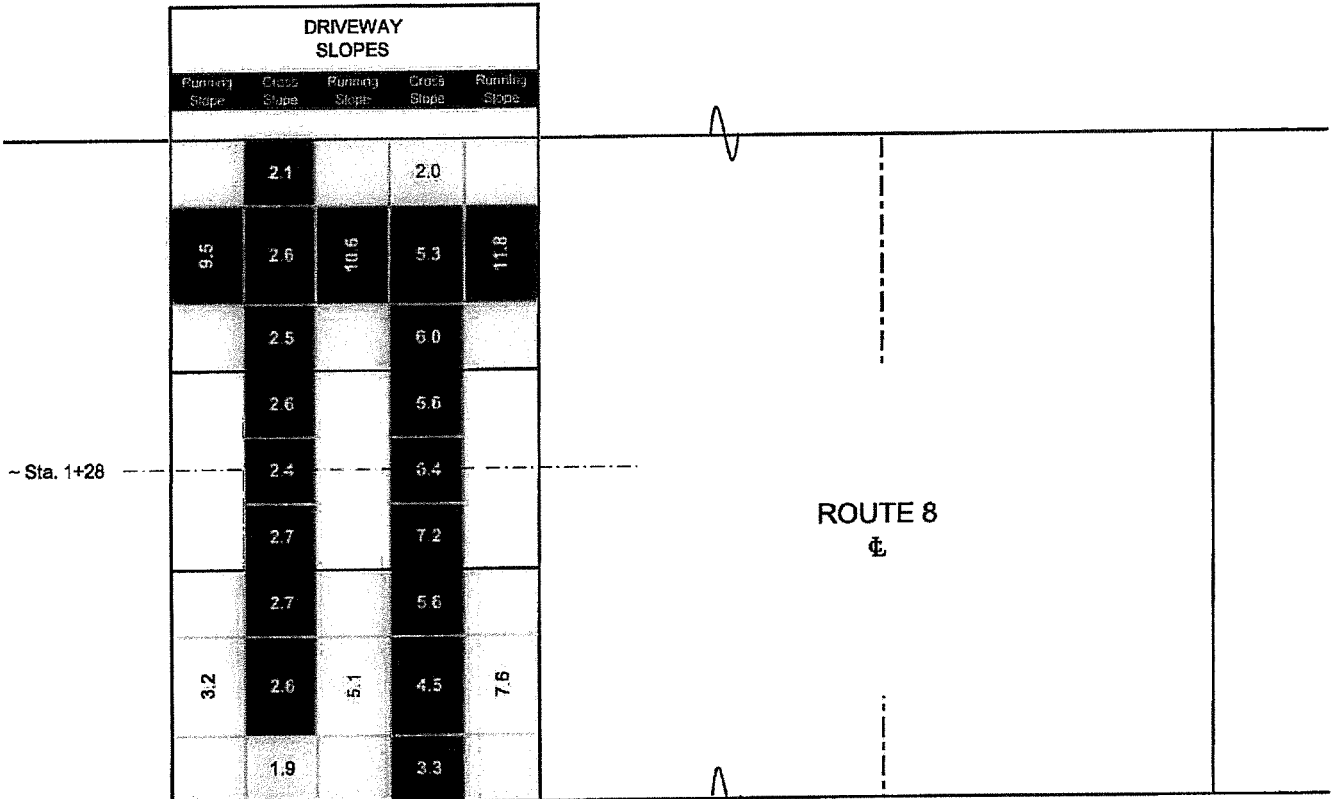
DRIVEWAY SLOPES				
Building Slope	Cross Slope	Building Slope	Cross Slope	Building Slope
15.3	1.9	9.5	2.9	8.5
	10.0		1.9	
	10.1		2.1	
	10.1		1.8	
	9.0		3.3	
	9.9		4.1	
	10.0		3.9	
	10.0		3.6	
	9.3		2.5	
	9.6		2.0	
	10.1		3.2	
7.1	2.3	1.2	1.9	1.4

ROUTE 8
 - Sta. 2+20



ROUTE 8 WB Side


GU-DAR-TI01(001)
Route 1/8 Intersection Improvements
and Agana Bridges Replacement
DPW/PTG Driveway Slope Survey



ROUTE 8 WB Side

GU-DAR-TI01(001)
 Route 1/8 Intersection Improvements
 and Agana Bridges Replacement
 DPW/PTG Driveway Slope Survey

DRIVEWAY SLOPES				
Running Slope	Cross Slope	Running Slope	Cross Slope	Running Slope
	1.8		3.5	
13.2	1.3	10.2	3.9	14.3
	2.2		5.7	
	2.1		4.6	
	1.9		5.0	
	2.8		3.8	
	2.6		2.9	
	1.8		6.0	
	1.7		4.5	
	3.0		3.8	
3.3	1.5	1.6	6.3	5.3
	1.3		1.7	

ROUTE 8


~ Sta. 2+64

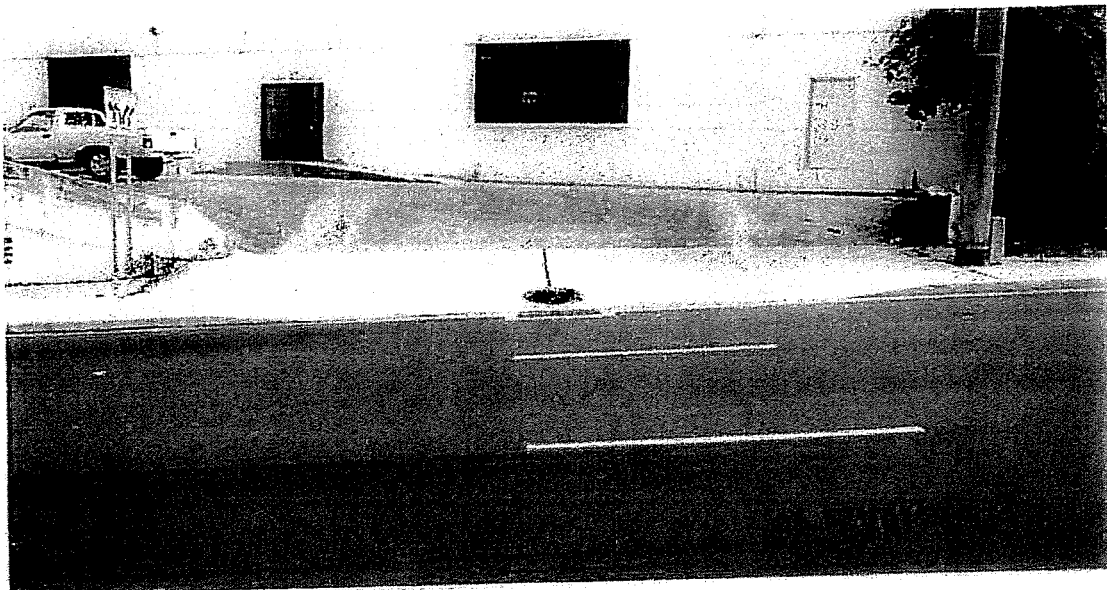


ROUTE 8 WB Side

GU-DAR-TI01(001)
Route 1/8 Intersection Improvements
and Agana Bridges Replacement
DPW/PTG Driveway Slope Survey

DRIVEWAY SLOPES				
Starting Point	Cross Slope	Running Slope	Cross Slope	Running Slope
	5.6		6.6	
3.5	10.9	9.6	12.1	12.2
	14.8		14.4	
	14.6		14.9	
	15.8		14.6	
	17.7		17.4	
-Sta. 3+28	17.3		17.1	
	18.5		18.7	
	19.0		21.0	
	17.1		18.9	
1.3	11.7	4.8	5.6	13.0
	2.1		3.6	

ROUTE 8
⊕



GU-DAR-TI01(001)
 Route 1/8 Intersection Improvements
 and Agana Bridges Replacement
 DPW/PTG Driveway Slope Survey

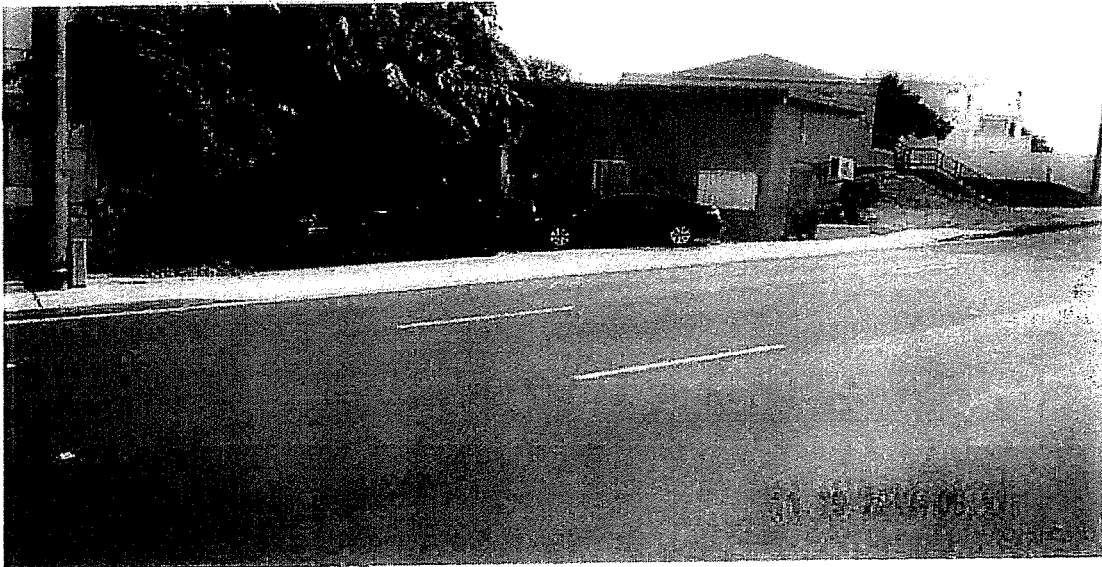
DRIVEWAY SLOPES				
Running Slope	Cross Slope	Running Slope	Cross Slope	Running Slope
15.1		8.0		15.5
		6.0		
		6.1		
		6.6		
		6.6		
		5.7		
	0.8		6.1	
	1.9		6.0	
	3.6		3.8	
	1.7		3.7	
	3.8		3.6	
	2.4		5.7	
	3.5		4.1	
	2.1		4.6	
	3.1		3.2	
	2.1		4.2	
	3.8		4.9	
	1.8		4.2	
	2.3		5.0	
1.1	2.7	0.2	2.3	4.7
			4.5	

- Sta. 3+95

ROUTE 8
 Ⓢ

ROUTE 8 WB Side

**GU-DAR-TI01(001)
Route 1/8 Intersection Improvements
and Agana Bridges Replacement
DPW/PTG Driveway Slope Survey**



In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT G



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor

FILE COPY

RECEIVED

JUN 15 2017



public works
DIPATTAMENTON CHE'CHO PUPBLEKO

Glenn Leon Guerrero
Director

Felix C. Benavente
Deputy Director

JUN 13 2017

Ms. Conchita Bathan
Chief Executive Officer
Core Tech International Corporation
388 South Marine Corps Drive
Suite 400
Tamuning, Guam 96913

Core Tech
RECEIVED
6-15-17

PARSONS

ARRIOLA, COFAN, ARRIOLA
JUN 15 2017
RECEIVED
By: KASSI Time: 10:15

Re: **Route 1/Route 8 Intersection Improvements and Agana Bridges Replacement
Project No. GU-DAR-T101(001)
Final Demand to Complete Project**

Dear Ms. Bathan:

The Department of Public Works ("DPW") requests that Core Tech International Corporation ("CTI") complete the subject project's outstanding work and provide a plan to address the nonconforming elements of the contract within 10 days of receipt of this letter. Further details regarding the project, including details of the remaining work to be completed, the project's NTP and Substantial Completion date, project duration, and a timeline of project events are provided below.

On August 16, 2011, DPW and CTI entered into a Design-Build Contract ("Contract") for the above referenced project ("Project"). The Contract provided for the Project to be completed in 784 calendar days of DPW's Notice to Proceed, which CTI received on October 4, 2011. The Contract included a provision for assessment of liquidated damages in the amount of \$3,300 per day following the completion date, until Substantial Completion was achieved, at which time liquidated damages would be reduced to \$660 per day. The Contract includes a provision where the completion date may be extended by Change Order for justifiable delays or modifications that affect critical path.

Substantial Completion was achieved on August 25, 2016. As of August 26, 2016, there were numerous closeout items needed to achieve Final Acceptance with two (2) major groups of items remaining. The first of these items requires CTI to address various drainage issues. DPW requests CTI provide a plan to address this work within 10 days of receipt of this letter.

The other outstanding item DPW requires CTI to address is the Project's sidewalks, driveways, and pedestrian ramps that are non-compliant with the Americans with Disabilities Act ("ADA"). DPW's initial survey indicated that over 80% of the Project sidewalks are ADA non-compliant while CTI has acknowledged that nearly 60% fail to comply with the Federal Law.

Below is a list of project events related to the ADA non-compliant sidewalks and sidewalk ramps on the Project. The list is intended to highlight key dates concerning the Project sidewalks and is not considered all inclusive:

- April 2013: DPW provided CTI with an updated Open Issues/Deficiencies List.

- October 17, 2013: CTI was notified of ADA and ponding issues at the driveway, sidewalk and wall at the Route 8 residence between Sta. 3+65 and 4+40.
- June 12, 2014: DPW issued Non-Conformance Report (“NCR”) to CTI on ADA deficiencies for the sidewalk.
- August 11, 2014: Parsons Transportation Group (“PTG”) provided CTI with the sidewalk survey data performed by DPW’s project inspectors showing 83.1% of the sidewalk cross-slope as being non-compliant.
- October 9, 2014: CTI submitted its survey of the sidewalk cross-slopes that acknowledged 58.2% of the sidewalk panels are non-compliant. This is significantly less than the 83.1% as determined by DPW.
- November 21, 2014: DPW and PTG met with CTI to discuss the non-compliance. DPW requested CTI to submit a proposed procedure to correct the non-compliance issues by December 1, 2014 for DPW’s review and approval prior to proceeding with any corrective work.
- November 10, 2015: DPW and CTI met on-site with Director Ben Servino, Guam Department of Integrated Services for Individuals with Disabilities (“DISID”) to review the non-compliant sidewalk cross slope. Following the meeting Director Servino instructed CTI to comply with the contract requirements.
- April, 26, 2016: At CTI’s request, PTG held a site review meeting with CTI’s new field management team to clarify the non-compliance. During this meeting, Mr. Robert Marks, CTI’s new Project Manager, mentioned that CTI was considering grinding the non-compliant areas to bring the 4-inch thick sidewalk into conformance. Grinding may be a potential solution; however, PTG and CTI agreed that the grinding may create a non-compliant surface for slip resistance and visual appearance. If CTI wishes to pursue grinding as a possible solution, it was suggested that a test area be ground for DPW’s review and approval. This suggestion was not an agreement that removal or replacement of the non-compliant sidewalk panels would not be necessary. Refer to DPW’s letter dated May 25, 2016 for details on the discussion.
- May 25, 2016: DPW’s letter to CTI noted that it had yet to receive any proposed resolutions to the ADA deficiencies.
- August 31, 2016: DPW issued a letter requesting an update for the proposed ADA resolution and the completion schedule for the outstanding work CTI committed to submitting by August 17, 2016 during the August 3, 2016 Construction Progress Meeting.
- September 21, 2016: The parties held a Construction Progress Meeting. The minutes memorialized that CTI had only submitted proposed resolution for the driveways and temporary traffic control plans to perform the work at pedestrian ramps. The meeting minutes document that CTI was still working on finalizing the proposed plans for pedestrian ramps and sidewalk slopes.

- September 26, 2016: DPW provided CTI with a Punch List resulting from the parties' final inspection held on August 17, 2016. The Punch List was a consolidation of the following:
 1. Unresolved items from the updated Open Issues/Deficiencies List provided to CTI in December 2013. This list was periodically updated during the Project.
 2. Unresolved items from the Open Issues List presented during the March 12, 2015 meeting between PTG and CTI's senior management.
 3. More than 60 deficiencies identified during the Final Inspection of the Route 1, Route 8 and Bridge 1 portion of the Project.
- November 8, 2016: CTI submitted its proposed plan to grind the 4-inch thick sidewalk to bring all non-compliant cross-slope into compliance. The proposed plan indicated that 52.6% of the sidewalk panels are non-compliant.
- December 12, 2016: DPW completed its review and rejected the proposed plan for the following reasons:
 - Proposed resolution required grinding more than 2 inches in some areas to bring the 4-inch thick sidewalk cross-slope into compliance. This effectively reduces the strength and durability of the sidewalk. Maximum allowed grinding is 1/2-inch deep. For an 8-foot wide sidewalk, grinding would only be allowed for non-compliant cross-slopes up to 2.5%.
 - Non-compliant sidewalk panels on the bridge contains epoxy coated reinforcing steel. Reinforcing steel was installed with the minimum required concrete cover. Grinding would reduce the concrete cover to less than the minimum required, thereby creating an additional non-compliance.
 - Numerous non-compliant sidewalk panels abut a vertical concrete surface such as the bridge parapet wall or concrete curb. The proposed resolution does not address grinding of the panel sections immediately adjacent to the vertical concrete surface due to the limitations of the grinding equipment.
 - Numerous panels identified to be non-compliant in CTI's sidewalk survey submitted on October 9, 2015 were not identified as non-compliant in the proposed resolution.
 - Proposed resolution does not address sidewalk continuity with adjacent surfaces and ride smoothness and surface texture in the direction of travel after grinding.
- December 2016: CTI conducted a second on-site meeting with DISID Director Servino in December 2016. Neither DPW nor PTG was notified of the meeting. During the December 19, 2016 Construction Progress Meeting, CTI informed PTG that Director Servino will perform a review of the sidewalk cross-slope and issue a findings report. CTI also reported that during this site meeting, Director Servino measured and determined that the transition ramp from the sidewalk to the driveway crossing as installed was acceptable.

DPW doubts whether Director Servino ever made such a statement. His responsibility with DISID is to enforce ADA compliance, and not to issue waivers.

- January 13, 2017: CTI conducted a third on-site meeting with DISID Director Servino with DPW and PTG. The purpose of the meeting was for Director Servino to review and verify the measurements for the non-compliant cross-slopes. Director Servino informed the group that he would provide recommendations to DPW based on his findings. Director Servino indicated that the project is Federally funded and compliance with Federal regulation is required.
- March 27, 2017: CTI issued a letter to DPW including, among other items, a February 23, 2017 written opinion from DISID Director Servino. CTI relied on Mr. Servino's opinion in resubmitting a revised proposed resolution to address the non-compliant ADA cross-slopes. DPW responded by a May 26, 2017 letter noting that Director Servino's opinion was irrelevant in determining the acceptance of the sidewalk cross-slopes in conformance with the contract requirements and ADA. DPW once again informed CTI that all sidewalk panels must meet ADA Standards for Accessible Design issued by the Department of Justice.
- May 26, 2017: CTI held a demonstration to determine the feasibility of using portable grinding/scarifier tools to correct sidewalk cross slope. These tools were to remove a specified depth of concrete from a test slab at one of CTI's satellite locations. The demonstration showed that the proposed method is not viable, with little to no control of the grinding depth and produced a smooth finish that does not provide a slip resistant surface similar to the broom finish required for sidewalk surfaces. In addition, the machines were not able to grind the entire panel surface (approximate 5' wide X 5' long) over the 2.5-hour test period. From the results of this demonstration, it appears that grinding continues to not be a feasible option.

DPW wants to reiterate that the Project is fully funded by the Department of Defense and overseen by the Federal Highway Administration ("FHWA") who is not authorized to pay for work that does not meet contract requirements, including the ADA. DPW does not have the authority to waive ADA requirements and cannot accept CTI's non-conforming sidewalk work.. Further, the FHWA has informed DPW that it will not waive ADA requirements and requires CTI to comply with their contractual obligations.

Although the ADA non-compliant sidewalks and sidewalk ramps are listed on the Final Inspection Punch List, DPW considers them defective work, not a closeout item. CTI has been on formal notice of the need to correct the defective concrete work since June 12, 2014. Since that time CTI has failed or otherwise refused to take corrective action needed to bring it in compliance with contract terms and ADA requirements mandated by Federal Law. It appears CTI's efforts have been more focused on attempting to obtain a waiver than correcting the non-compliant sidewalks.

This serves to notify CTI that they have 10 days from receipt of this letter to submit a plan acceptable to DPW and the FHWA to 1) correct all drainage issues; and 2) bring all Project sidewalks, driveways and pedestrian ramps into full compliance with its contractual obligations and ADA requirements. CTI's proposal shall also include a deadline to complete all remaining punch list work, understanding that liquidated damages continues to be incurred.

CTI should contact DPW *immediately* if they believe additional time is needed or to coordinate a meeting on the subject.

If CTI fails or otherwise elects to not submit an acceptable proposal as discussed herein, DPW will review the options and contact CTI shortly thereafter.

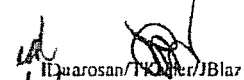
Please contact my office if you have any questions.

Sincerely,



FELIX C. BENAVENTE

Cc Elizabeth Barrett-Anderson, Guam Attorney General (via email only)
Crispin Bensen, DPW
Tom Keeler, GAG
Richelle Takara, FHWA
Michael Lanning, PTG
John Moretto, PTG
David Yao, PTG
Eun Ho, CTI
Edwin K.C. Ching, CTI
Anita P. Arriola, AC&A
Henry Taitano, CTI
Robert Marks


Quarosan/TK/Blaz
6/8/17

In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT H



CORE TECH INTERNATIONAL

388 South Marine Corps Drive, Suite 400, Tamuning, Guam 96913
T 671 473 5000 • F 671 473 5500 • www.coretechintl.com • main@coretechintl.com

RECEIVED

JUN 27 2017

9d 3:17pm
PARSONS

June 23, 2017

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

Attention: Felix C. Benavente, Deputy Director

Re: Route 1/Route 8 Intersection Improvements & Agana Bridge Replacement
Project No. GU-DAR-T101(001)
Final Demand to Complete Project
Your June 16, 2017 Letter

Dear Mr. Benavente,

Core Tech International (CTI) is in receipt of the Guam Department of Public Works (DPW) letter referencing the above mentioned project entitled Final Demand to Complete Project. CTI received this letter on June 16, 2017. In this letter DPW instructs that CTI has 10 days from the receipt of this letter to submit a plan to "1-correct all drainage issues; and 2-Bring all Project sidewalks, driveways, and pedestrian ramps into full compliance with its contractual obligation and ADA requirements." This is to inform you that it will require longer than 10 days to prepare the plan requested by DPW. The reasons for the delay are explained in this letter.

CTI appreciates the listing of past events and correspondances mentioned in your letter. However, as usual, your list and descriptions are incomplete and one-sided. They do not mention the many past submittals and communications between DPW/PTG regarding the development of these various solutions, now rejected, in which DPW/PTG did not reject the solutions but only give minor comments on the procedures. But most importantly, the letter does not mention that the last 3 communications from DPW, including 2 that are not even mentioned in this letter, were only received by CTI May 26, 2017 and June 9, 2017 and June 16, 2017. With the lengthy delays caused by DPW/PTG's responses to CTI submittals, (for example, it took over 2 months to respond to Mr. Servino's letter), it is unrealistic to expect CTI to respond to this letter in your artificial, self-imposed deadline of 10 days. Please remember that DPW/PTG has been reviewing the as-builts for over one year, a ridiculous amount of time.

For DPW to insinuate that CTI has not made a concerted effort to complete this project is absurd and unprofessional. Especially with the delays caused by DPW/PTG and how CTI was misled during the

construction process. Another example of this can be seen in the June 9, 2017 rejection of 18 submittals. These were 2nd or 3rd generation submittals for the same task. On the original submittals DPW/PTG had a few comments which were addressed in the responses. On the 18 rejected submittals received on June 9th it was mostly new comments never seen before. Why weren't they called out in the first submittals? These type of actions can only be coming from an organization with an agenda of delaying the project and damaging CTI.

Notwithstanding all of the above, CTI does agree with DPW that it is time to complete this project and wants to complete it as soon as possible. Therefore we have taken DPW/PTG's comments and forwarded them to the Designer of Record with the request of addressing all ADA issues and drainage issues so as to meet ADA standards and the specifications. The engineers are currently evaluating these documents. When they are done we will be able to provide a schedule for the completion of the project. We should have that schedule completed in 2 to 3 weeks.

At the conclusion of your letter you mention a coordination meeting. Based on our experience nothing is gained by having these meetings as your PMT only provides mis-information which is different than what we receive later in writing, such as with the June 9th letter. Therefore, in an effort to minimize the interference of DPW/PTG and expedite the completion of this project we do not see the need for meetings at this time and we will provide you the revised submittals as soon as possible.

Sincerely,



Chit Bathan
Chief Executive Officer
Core Tech International

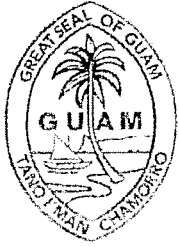
Cc: Elizabeth Barrett-Anderson, Guam Attorney General (via email)
Crispen Bensen, DPW
Kin Blaz, DPW
Tom Keeler, GAG
Richelle Takara, FHWA
Michael Lanning, PTG
John Moretto, PTG
David Yao, PTG
Eun Ho, CTI
Ed Ching, CTI
Anita Ariola, AC&A
Henry Taitano, CTI
Robert Marks

In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT I



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor



DIPATTAMENTON CHE'CHO PUBLEKO

Glenn Leon Guerrero
Director

Felix C. Benavente
Deputy Director

TN17-1124

JUN 30 2017

Ms. Conchita Bathan
Chief Executive Officer
Core Tech International Corporation
388 South Marine Corps Drive
Suite 400
Tamuning, Guam 96913

**Re: Route 1/Route 8 Intersection Improvements and Agana Bridges Replacement
Project No. GU-DAR-T101(001)
Response to June 23, 2017 CTI letter**

Dear Ms. Bathan:

This serves to confirm the Department of Public Works ("DPW") receipt of Core Tech International Corporation's ("CTI") response letter regarding the subject project and the Department of Public Works ("DPW") June 16th, 2017 Final Demand letter.

Thank you for your letter. The 10 day period for responding was established by DPW with the thought that for the last three years CTI has been on notice that the above-referenced Route 1/8 Intersection project's (the "Project") sidewalks and other items fail to comply with the Americans with Disability Act ("ADA"), as well as the contract plans and specifications. Although on notice that it's work failed to comply with both federal law and the DPW's plans and specifications, it is well documented that CTI's remediation efforts have primarily focused on attempting to convince DPW and the Federal Highway Administration ("FHWA") that its admittedly non-compliant work (i.e., CTI has acknowledged that 58% of the project sidewalks are non-compliant) were of nominal significance and, as such, should be either waived or subject to some minor deduction in cost. As such, DPW does not consider the proposed 10 day period for CTI to respond as "artificial" or "self-imposed". In any event, this serves to confirm that DPW agrees to extend the deadline for CTI to submit a comprehensive plan and schedule to complete the Project until Monday, July 24, 2017.

In its response, CTI references a number of alleged issues with the Project. As these items are not new and have been addressed a number of times in earlier correspondences we don't consider it necessary to readdress herein. What I do care to address is CTI's decision not to meet to discuss the outstanding issues with the project. While we appreciate that major issues exist between the parties, I want to reiterate the offer to meet with CTI, with or without department consultants, to discuss any and all aspects of the Project.

In closing, despite the parties' disputes to date, our objective remains to close out the project and settle any outstanding disputes with CTI in a timely manner, at least to the greatest extent possible. Please let me know if CTI wants to reconsider its position on not meeting with me.

Please contact my office if you have any questions.

Sincerely,



FELIX C. BENAVENTE

Cc: Elizabeth Barrett-Anderson, Guam Attorney General (*via email only*)
Crispin Bensen, DPW
Tom Keeler, GAG
Richelle Takara, FHWA
Michael Lanning, PTG
John Moretto, PTG
David Yao, PTG
Eun Ho, CTI
Edwin K.C. Ching, CTI
Anita P. Arriola, AC&A
Henry Taitano, CTI
Robert Marks



I/Duarosan/Keeler/JBlaz

TN17-1124

In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT J



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Attorneys for the Government of Guam

**IN THE OFFICE OF PUBLIC ACCOUNTABILITY
 PROCUREMENT APPEAL**

IN THE APPEAL OF:)	DOCKET NO. OPA-PA-17-10
)	
)	
CORE TECH INTERNATIONAL CORP.,)	DECLARATION OF
)	FELIX C. BENAVENTE
Appellant.)	
)	

FELIX C. BENAVENTE makes this declaration under penalty of perjury under the laws of Guam and states:

1. I am retired from the Government of Guam.
2. From the period of February 2, 2015 to September 30, 2017, I was employed by Guam Department of Public Works (“DPW”) as its Deputy Director.
3. During my employ with DPW I served as the procurement officer for the DPW and CTI’s Design-Build Contract, dated September 30, 2011, (the “Contract”), pursuant to which Core Tech International Corp. (“Core Tech”) agreed to build and perform construction work on the Route 1/8 Intersections Improvements and Agana Bridges Replacement Project No. GU-DAR-T101(001) (the “Route 1/8 Project”).

4. During this same period I served as the Procurement Officer for two (2) separate procurements for the Simon Sanchez High School Project ("SSHS Project"), both of which resulted in appeals by Core Tech International Corp. ("Core Tech") to the Office of Public Accountability ("OPA"). These appeals were *In the Appeal of Core Tech International Corp.*, OPA-16-007/OPA-PA-16-011 and *In the Appeal of Core Tech International Corp.*, OPA-PA-17-001.

5. I also served as a member of the Guam Transportation Group ("GTG"), which serves to provide policy direction and overall guidance related to the vision, goals and objectives of Guam's 2030 Guam Transportation Plan ("GTP"). The GTP defines Guam's long-term transportation improvement strategy, including the Route 1/8 Project.

6. The GTG regularly meets on Friday's to review and discuss, among other items, the status of proposed and existing or open Federal Highway Administration ("FHWA") funded projects, such as the Route 1/8 Project.

7. Core Tech achieved substantial completion on the Route 1/8 Project on August 25, 2016 ("Substantial Completion").

8. Following Substantial Completion Core Tech regularly promised to complete the Route 1/8 Project.

9. Notwithstanding Core Tech's numerous promises to complete the Route 1/8 Project, on August 23, 2017 DPW issued a Notice of Termination/Default ("Termination") to Core Tech on said project.

10. As of the date of Termination a number of items need to complete the Route 1/8 Project were outstanding, including but not limited to, the need to correct project sidewalk panels that Core Tech itself agreed were at least 58.2% non-compliant with the American with Disabilities Act ("ADA"), the parties Contract and the Plans and Specifications.

11. The timing of DPW's Termination was based on Core Tech's breach of Contract, violation of the ADA and the advice of counsel who informed the GTG and me that the Route 1/8 Project's Surety's Performance and Payment Bonds might not be enforceable if DPW failed to terminate prior to the one year anniversary of Substantial Completion (i.e., August 25, 2016). DPW's counsel provided this advice as early as June, 2017.

12. I recall discussing the Substantial Completion deadline with Assistant Attorney General Thomas Keeler any number of times.

13. The GTG is not responsible for, nor is it involved with, the SSHS Project.

14. I do not recall any GTG discussions involving the SSHS Project. Certainly the SSHS Project was never discussed with regards to discussions concerning Core Tech's ongoing default and possible termination on the Route 1/8 Project.

15. I am advised that Core Tech alleges that DPW's decision to terminate it on the Route 1/8 Project was in retaliation to its appeals to the OPA on the SSHS Project.

16. In addition to being offensive, Core Tech's allegation of retaliation is patently false.

I declare under penalty of perjury that the aforementioned is true.

Submitted this 6th day of December, 2017.

By:



FELIX C. BENAVENTE

In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT K



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 www.guamag.org

Attorneys for the Government of Guam

**IN THE OFFICE OF PUBLIC ACCOUNTABILITY
 PROCUREMENT APPEAL**

IN THE APPEAL OF:) DOCKET NO. OPA-PA-17-009
)
)
 CORE TECH INTERNATIONAL CORP.,) DECLARATION
)
 Appellant.)
)
)

JOAQUIN BLAZ makes this declaration under penalty of perjury under the laws of Guam and states:

1. I am employed by Guam Department of Public Works ("DPW"), Division of Highways, as its Acting Highway Administrator.

2. I am also a member of the Guam Transportation Group ("GTG") that was formed in early 2008 to provide policy direction and overall guidance related to the vision, goals and objectives of Guam's 2030 Guam Transportation Plan ("GTP"). The GTP defines Guam's long-term transportation improvement strategy, including the Route 1/ 8 Intersection Improvements and Agana Bridges Replacement Project No. GU-DAR-T101(001) ("Route 1/8 Project").

3. The Route 1/8 Project is with the U.S. Department of Transportation through the Federal Highway Administration. Its management is independent of that responsible for the Simon Sanchez High School Project No. 730-5-1057-L-YIG ("SSHS Project"). The SSHS

of 2
 of Core Tech International Corp.
 OPA-PA-17-0090

EXHIBIT
 A

Project, as I understand, is governed by representatives of the Guam Department of Education, Department of Land Management, Guam Economic Development Authority, Guam Environmental Protection Agency and DPW, under the Division of Capital Improvements Projects (CIP).

4. I am not involved in the daily operations of CIP nor am I aware of any of their procurement projects.

5. I am not aware of any animosity between DPW and Core Tech Internal Corp. ("Core Tech"). The numerous time extensions granted Core Tech on the Route 1/8 Project contradict any such belief.

6. Substantial Completion on the Route 1/8 Project was achieved on August 25, 2016.

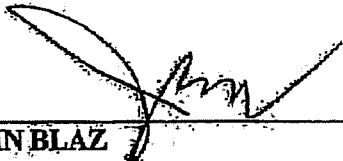
7. Notwithstanding numerous promises to complete the Route 1/8 Project, as of August 23, 2017, Core Tech failed to complete outstanding items, including but not limited to the need to correct sidewalks that Core Tech itself agree failed to comply with the American with Disabilities Act (ADA), the parties Contract and the Plans and Specifications.

8. The timing of DPW August 23, 2017 Notice of Termination/Default was based on the advice of counsel who informed DPW that the Route 1/8 Project's Surety's Bond might not be enforceable if DPW failed to terminate prior to the one year anniversary of Substantial Completion (i.e., August 25, 2016). DPW's counsel provided this advice as early as June, 2017.

I declare under penalty of perjury that the aforementioned is true.

Submitted this 30th day of October, 2017.

By:



JOAQUIN BLAZ
Acting Highways Administrator
Department of Public Works

In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT L



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Attorneys for the Government of Guam

**IN THE OFFICE OF PUBLIC ACCOUNTABILITY
 PROCUREMENT APPEAL**

IN THE APPEAL OF:)	DOCKET NO. OPA-PA-17-10
)	
)	
CORE TECH INTERNATIONAL CORP.,)	DECLARATION OF
)	JOHN MORETTO
Appellant,)	
)	
)	

JOHN MORETTO makes this declaration under penalty of perjury under the laws of Guam and states:

1. I am employed by Parsons Transportation Group (“PTG”), an Illinois corporation, authorized to conduct business on Guam, with offices for the practice of professional engineering and construction management services located at the ITC Building, 590 South Marine Corps Drive, Suite 403, Tamuning, Guam, 96913.

2. I serve as a PTG representative for the Guam Transportation Group (“GTG”), which provides policy direction and guidance to the Department of Public Works (“DPW”) 2030 Guam Transportation Program. PTG provides compliance management assistance, augments the forward planning and execution effort by DPW, and provides advice to DPW.

3. PTG’s sole client on Guam is DPW. PTG and its staff provide assistance to DPW with respect to the planning, design, construction and repair of Guam’s routed roads that are funded by the Federal Highway Administration (“FHWA”).

4. I serve as Construction Manager for PTG. In this role, I provide construction monitoring on FHWA funded projects and meet and communicate with DPW’s Director, Glenn Leon Guerrero, its Deputy Director, Andrew Leon Guerrero; DPW’s Acting Highway Administrator, Joaquin Blaz; and Assistant Attorney General, Thomas Keeler. I also communicate and meet with DPW’s Director, Deputy Director, Acting Highway Administrator and other DPW staff members throughout the work day and week.

5. I am familiar with DPW and CTI’s Design-Build Contract, dated September 30, 2011, (the “Contract”), pursuant to which Core Tech International Corp. (“Core Tech”) agreed to build and perform construction work on the Route 1/8 Intersections Improvements and Agana Bridges Replacement Project No. GU-DAR-T101(001) (the “Project”).

6. Core Tech achieved substantial completion on the Project on August 25, 2016 (“Substantial Completion”). In late May or early June 2017 DPW and the FHWA discussed terminating Core Tech on the Project due to its ongoing failure or refusal to

correct work that DPW and FHWA stated was non-compliant work and otherwise perform the construction work needed to complete the Project.

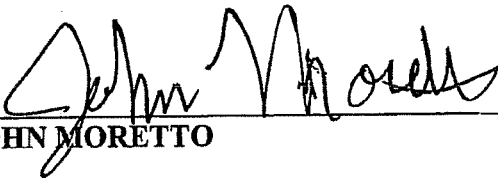
7. In late May or early June 2017, I recall Assistant Attorney General Thomas Keeler verbally advising the GTG that it was possible that the Project's Performance and Payment Bonds may not be enforceable if did not terminate Core Tech prior to the one year anniversary of Substantial Completion. I recall Assistant Attorney General Thomas Keeler providing this advice during one of the GTG's weekly Friday meetings.

8. I am not familiar with the Simon Sanchez High School procurement ("SSHS Procurement"), nor any procurement appeals filed by Core Tech or others with the Office of Public Accountability. The GTG is not responsible, nor is it involved, with the SSHS Procurement. I do not recall any member of the GTG, in or out of its regular Friday meetings, ever stating DPW's decision to terminate Core Tech was related to anything other than Core Tech's default on the Project.

I declare under penalty of perjury that the aforementioned is true.

Submitted this 6th day of December, 2017.

By:



JOHN MORETTO

In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT M



TRANSMITTAL

No. 00012

Page 1 of 1

DATE: 12/5/2011

PROJECT: GU-DAR-T101(001)Rte1-Rte8-Agana

TO: CoreTech
500 Mariner St.
Tiyan
Barrigada, GUAM 96913

PROJECT ID#: GU-DAR-T101(001)

CONTRACT #: 68

REF: (2) Submittal Signed by DPW
Chief Engineer

ATTN: George Estrada

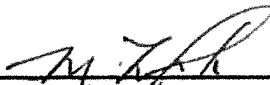
WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached <input type="checkbox"/> Hand-Delivered	<input type="checkbox"/> Returned for Corrections
<input checked="" type="checkbox"/> Other: (2) Submittal Signed by DPW Chief Engin	<input type="checkbox"/> Separate Cover Via: Mail	<input type="checkbox"/> Due Date:

PACKAGE	SUBMITTAL	REV.	ITEM NO.	COPIES	DATE	ITEM	DESCRIPTION	STATUS
107	107.002	001	001	01	12/5/2011	SUT	107.002-01 Activity Hazard Analysis	NET
155	155.001	001	002	01	12/5/2011	SUT	155.001-01 Baseline Schedule	NET

Remarks: Please see attached (2) Submittal Signed by DPW Chief Engineer.

CC: Rigolberto Diaz, Acting Supervisor, DPW

Signed:

 12/15/11
Michael Sadowski, PE
Deputy Const. Manager, PTG for DPW

**CORE TECH INTERNATIONAL**

General Contractor: dba Sun/Moo Corporation
 Physical Address: 500 Marine Ave., Tapan Berrigada, Guam 96813
 Mailing Address: 1900 Army Drive, Suite 107, Dededo, Guam 96929-6517
 Phone: (671) 473-5000 | Fax: (671) 473-5500 | Email: main@coretechintl.com

SUBMITTAL FORM

REVISE : November 04, 2011

PROJECT NO. : GU-DAR-T011(001)

SUBMITTAL NO.:

RN/RB-023

PROJECT TITLE : ROUTE 1, ROUTE 2 INTERSECTION IMPROVEMENT AND AGANA BRIDGES REPLACEMENT

TO : DPW Director

ATTN : Division of Highways/PTC

 DELIVERED BY HAND E-MAIL

ENCLOSURE	NO. COPIES (minimum)	DESCRIPTION	Substitution Equal to Specifications <input type="checkbox"/> YES <input type="checkbox"/> NO	SPIC. PARTS NO./ REFERENCE NO.
-----------	----------------------	-------------	--	--------------------------------

↑ set Baseline Schedule

155.001 - 01

I hereby certify that the Equipment material Article shown and marked in this submittal is that proposed to be incorporated with

Contract No. GU-DAR-T011(001) is in compliance with the contract drawings and specifications, can be installed in the allocated spaces, and is submitted for Government approval.

Certified by Submittal Reviewer

(Signature when Applicable)

Date: 11/15/11

Certified by Project Manager

(Signature when Applicable)

Date: 11/15/11

Transmitted for:

 APPROVAL CLARIFICATION SELECTION RECORD

SUBMITTED BY

Core Tech International

SIGNATURE

George Estrada

DATE

11/14/11

REVIEWED BY :

RECOMMEND:

 NO EXCEPTION TAKEN REVISE AND RESUBMIT REJECTED SUBMIT SPECIFIED ITEM MAKE CORRECTIONS NOTED FOR RECORD

REMARKS:

NOV 17 2011 MRA 3:50pm

(2) copies of encls returned

REVIEWER :

DATE

RETURNED :

DATE

PROPOSED BASELINE SCHEDULE

Activity Name	Start	End	Early Start	Early Finish	Late Start	Late Finish	Total Float	2010	2011	2012	2013	2014
Route 1, Route 8 Intersection Improvements and Bridges Replacement Project												
General Requirements												
A1810	0	0	17-Aug-11	26-Nov-13	18-Aug-11	26-Nov-13	0					26-Nov-13
A1820	21	17-Aug-11	08-Sep-11	04-Aug-11	04-Aug-11	04-Aug-11	0					26-Nov-13
A1830	10	01-Sep-11	01-Sep-11	01-Sep-11	01-Sep-11	01-Sep-11	0					26-Nov-13
A1840	15	03-Oct-11	03-Oct-11	03-Oct-11	03-Oct-11	03-Oct-11	0					26-Nov-13
Contract Performance Period												
A1850	785	04-Oct-11	28-Nov-13	03-Oct-11	28-Nov-13	28-Nov-13	0					26-Nov-13
A1860	0	04-Oct-11	04-Oct-11	04-Oct-11	04-Oct-11	04-Oct-11	0					26-Nov-13
A1870	705	04-Oct-11	28-Nov-13	04-Oct-11	04-Oct-11	28-Nov-13	0					26-Nov-13
Summary Division												
A1510	241	04-Feb-12	01-Oct-12	14-Mar-12	12-Oct-12	12-Oct-12	21					13-Nov-13
A1540	438	24-Feb-12	06-May-12	24-Feb-12	14-May-12	14-May-12	8					13-Nov-13
A1550	159	26-Apr-12	01-Oct-12	19-May-12	24-Oct-12	24-Oct-12	23					13-Nov-13
A1520	132	02-Oct-12	10-Feb-13	02-Oct-12	21-Feb-13	21-Feb-13	11					13-Nov-13
A1530	115	08-Oct-12	28-Jun-13	25-Oct-12	14-Feb-13	14-Feb-13	17					13-Nov-13
A1560	248	09-Feb-13	14-Oct-13	09-Feb-13	14-Oct-13	14-Oct-13	0					13-Nov-13
A1570	259	13-Feb-13	29-Oct-13	13-Feb-13	29-Oct-13	29-Oct-13	0					13-Nov-13
A1580	211	17-Apr-13	13-Nov-13	17-Apr-13	13-Nov-13	13-Nov-13	0					13-Nov-13
Administrative Requirements												
A1700	63	04-Oct-11	06-Dec-11	25-Oct-11	18-Jan-12	18-Jan-12	43					26-Nov-13
A1720	30	04-Oct-11	02-Nov-11	20-Oct-11	27-Nov-11	27-Nov-11	26					26-Nov-13
A1850	30	04-Oct-11	02-Nov-11	28-Nov-11	27-Dec-11	27-Dec-11	56					26-Nov-13
A1870	30	07-Oct-11	05-Nov-11	20-Oct-11	27-Nov-11	27-Nov-11	20					26-Nov-13
A1660	30	10-Oct-11	14-Nov-11	28-Nov-11	27-Dec-11	27-Dec-11	43					26-Nov-13
A1680	30	03-Nov-11	05-Dec-11	28-Nov-11	27-Dec-11	27-Dec-11	26					26-Nov-13
A1600	30	05-Nov-11	05-Dec-11	28-Nov-11	27-Dec-11	27-Dec-11	25					26-Nov-13
A1710	0	06-Dec-11	06-Dec-11	18-Jan-12	27-Dec-11	27-Dec-11	22					26-Nov-13
Payment Review & Approval												
A1730	38	03-Nov-11	26-Dec-11	07-Dec-11	18-Jan-12	18-Jan-12	16					26-Nov-13
A1740	15	03-Nov-11	23-Nov-11	07-Dec-11	27-Dec-11	27-Dec-11	24					26-Nov-13
A1880	15	03-Nov-11	23-Nov-11	28-Dec-11	17-Jan-12	17-Jan-12	38					26-Nov-13
A1750	15	03-Nov-11	23-Nov-11	28-Dec-11	17-Jan-12	17-Jan-12	39					26-Nov-13
A1760	15	07-Nov-11	25-Nov-11	07-Dec-11	27-Dec-11	27-Dec-11	22					26-Nov-13
A1780	15	14-Nov-11	05-Dec-11	28-Dec-11	17-Jan-12	17-Jan-12	31					26-Nov-13

Legend:

- █ Remaining Level of Effort
- █ Actual Level of Effort
- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- ◆ Milestone

START DATE: 17-Aug-11
COMPLETION DATE: 26-Nov-13

Route 1, Route 8 Intersection Improvements and Agaña Bridges Replacement Project

Legend:

- █ Remaining Level of Effort
- █ Actual Level of Effort
- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- ◆ Milestone

AGENDA

Agenda Bridge 1: 13-Nov-13

Agenda Bridge 2: 13-Nov-13

Agenda Bridge 3: 13-Nov-13

Agenda Bridge 4: 13-Nov-13

Agenda Bridge 5: 13-Nov-13

Agenda Bridge 6: 13-Nov-13

Agenda Bridge 7: 13-Nov-13

Agenda Bridge 8: 13-Nov-13

Agenda Bridge 9: 13-Nov-13

Agenda Bridge 10: 13-Nov-13

Agenda Bridge 11: 13-Nov-13

Agenda Bridge 12: 13-Nov-13

Agenda Bridge 13: 13-Nov-13

Agenda Bridge 14: 13-Nov-13

Agenda Bridge 15: 13-Nov-13

Agenda Bridge 16: 13-Nov-13

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Agenda Bridge 18: 13-Nov-13

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Agenda Bridge 93: 13-Nov-13

Agenda Bridge 94: 13-Nov-13

Agenda Bridge 95: 13-Nov-13

Agenda Bridge 96: 13-Nov-13

Agenda Bridge 97: 13-Nov-13

Agenda Bridge 98: 13-Nov-13

Agenda Bridge 99: 13-Nov-13

Agenda Bridge 100: 13-Nov-13

Legend:

- █ Remaining Level of Effort
- █ Actual Level of Effort
- █ Actual Work
- █ Remaining Work
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Legend:

- █ Remaining Level of Effort
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- █ Remaining Level of Effort
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Legend:

- █ Remaining Level of Effort
- █ Actual Level of Effort
- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- ◆ Milestone

PROPOSED BASELINE SCHEDULE

Activity ID	Activity Name	Original Duration	Start	Finish	Lead Sheet	Lead Finish	Task Prior	2011	2012	2013	2014
A170	Density and Spacing (MCD) Environmental Management Plan	15	06-Dec-11	23-Dec-11	24-Dec-11	17-Jan-12	17				
A180	Govt Review and Approval of Traffic Management Plan	15	05-Dec-11	23-Dec-11	28-Dec-11	17-Jan-12	17				
A1780	Govt Review and Approval of Chetty Management Plan	15	06-Dec-11	26-Dec-11	28-Dec-11	17-Jan-12	16				
A1790	Pre-Construction Meeting	0	26-Dec-11		18-Jan-12		18				
Permits & Regulatory Requirements											
A1800	Coordination with DPW and other Agencies	20	04-Oct-11	31-Oct-11	04-Oct-11	31-Oct-11	0				
A1810	SEPA Permit	20	04-Oct-11	31-Oct-11	04-Oct-11	31-Oct-11	0				
A1820	Utility Clearances - GRV, SVA, GTR, MCV	20	04-Oct-11	31-Oct-11	04-Oct-11	31-Oct-11	0				
A1830	NAVAC Clearance on Telecommunications & Water Line	20	04-Oct-11	31-Oct-11	04-Oct-11	31-Oct-11	0				
A1840	NAVAC Biological and Archeological Clearances	20	04-Oct-11	31-Oct-11	04-Oct-11	31-Oct-11	0				
A1850	Permitting No. 1 - Pre-Process Clearing, Excavation, Grading &	10	18-Oct-11	31-Oct-11	18-Oct-11	31-Oct-11	0				
A1860	Construction Bidding Permit/Highway Encroachment Permit	21	31-Jan-12	28-Feb-12	31-Jan-12	28-Feb-12	0				
Design Phase											
Pre-Design Phase											
A1910	Topographic Survey/Design Survey Works	15	01-Nov-11	21-Nov-11	29-Nov-11	19-Dec-11	20				
A1920	Geotechnical Investigation/Soil Boring Tests	15	01-Nov-11	21-Nov-11	01-Nov-11	21-Nov-11	0				
A1930	Geotechnical Report	10	22-Nov-11	05-Dec-11	22-Nov-11	05-Dec-11	0				
Design Development											
A1940	Agana 1 Bridge Design	30	04-Nov-11	23-Jan-12	04-Nov-11	30-Jan-12	2				
A1950	Agana 2 Bridge Design Inc Ch Santo Papa	30	04-Nov-11	15-Dec-11	04-Nov-11	15-Dec-11	0				
A1960	Route 1 Design	30	23-Nov-11	02-Jan-12	20-Nov-11	30-Jan-12	20				
A1970	Route 8 Design	30	29-Nov-11	05-Jan-12	29-Nov-11	09-Jan-12	0				
A1980	Route 6 Design	30	01-Dec-11	11-Jan-12	20-Dec-11	30-Jan-12	13				
A1990	Agana 2 Bridge Design Inc Ch Santo Papa	30	16-Dec-11	26-Jan-12	16-Dec-11	26-Jan-12	0				
A2000	Agana 1 Bridge Design	20	06-Jan-12	02-Feb-12	06-Jan-12	02-Feb-12	0				
A2010	Agana 2 Bridge Design Inc Ch Santo Papa	20	24-Jan-12	20-Feb-12	08-Mar-12	04-Apr-12	32				
A2020	Route 1 Design	20	31-Jan-12	27-Feb-12	31-Jan-12	27-Feb-12	0				
A2030	Route 8 Design	20	02-Feb-12	28-Feb-12	27-Feb-12	23-Mar-12	17				
A2040	Route 6 Design	20	17-Feb-12	15-Mar-12	26-Feb-12	26-Mar-12	7				
Final Design Development											
A2050	Agana 2 Bridge Design Inc Ch Santo Papa	20	24-Feb-12	16-Mar-12	24-Feb-12	09-Apr-12	14				
A2060	Agana 1 Bridge Design	10	24-Feb-12	06-Mar-12	24-Feb-12	08-Mar-12	0				
A2070	Route 1 Design	10	13-Mar-12	26-Mar-12	26-Mar-12	05-Apr-12	32				
A2080	Route 8 Design	10	20-Mar-12	02-Apr-12	20-Mar-12	02-Apr-12	0				
A2090	Route 6 Design	10	22-Mar-12	04-Apr-12	16-Apr-12	27-Apr-12	17				
A2070	Agana 2 Bridge Design Inc Ch Santo Papa	10	08-Apr-12	19-Apr-12	17-Apr-12	30-Apr-12	7				
Government Review & Approval											
A2100	Govt Design Development	47	18-Dec-11	18-Dec-11	18-Dec-11	07-Mar-12	14				

START DATE: 17-Aug-11
COMPLETION DATE: 28-Nov-13

Route 1, Route 8 Intersection Improvements and Agaña Bridges Replacement Project

Remaining Level of Effort
Actual Level of Effort
Remaining Work
Critical Remaining Work
Actual Work
Milestone

PROPOSED BASELINE SCHEDULE

Activity ID	Activity Name	Critical Duration	Start	Finish	L100 Start	L100 Finish	2012												S173	S174																				
							Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul			Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
A1070	Culling and Removal of Pavement / Demolition Works	30	28-May-12	01-Jun-12	20-May-12	08-Jun-12																																		
A1080	Cut & Fill Sub-Grade Preparation	30	07-Jun-12	18-Jul-12	07-Jun-12	18-Jul-12																																		
A1090	Place 6" thick Sub-base Course	30	06-Jul-12	16-Aug-12	06-Jul-12	16-Aug-12																																		
A1100	Place 6" thick Base Course	30	20-Jul-12	05-Sep-12	20-Jul-12	05-Sep-12																																		
A1150	Deposit of Excess Excavated Materials	14	17-Aug-12	05-Sep-12	22-Aug-12	10-Sep-12	3																																	
A1160	Notice of Relocation to Agencies (GTA, GPA, GWA, NAVFAC)	21	17-Aug-12	15-May-12	31-May-12	18-Aug-12	7																																	
A1200	Relocation of Utilities, Trench Excavation and Laying of Pipes	42	10-Jun-12	07-Aug-12	20-Jun-12	16-Aug-12	32																																	
A1470	Construct Drainage	21	17-Aug-12	08-Sep-12	17-Aug-12	01-Sep-12	21																																	
A1180	Construct Sidewalk and Railings	16	06-Sep-12	22-Oct-12	08-Sep-12	08-Sep-12	0																																	
A1110	Prepare and Place Hot Mix Asphalt/Pavement	15	11-Sep-12	01-Oct-12	11-Sep-12	01-Oct-12	0																																	
A1280	Place Signs and Pavement Markings	8	02-Oct-12	11-Oct-12	22-Oct-12	01-Nov-12	15																																	
A2350	Public Outreach - Works on Middle Lane	2	03-Oct-12	03-Oct-12	03-Oct-12	03-Oct-12	0																																	
A2870	Install Temporary Traffic Devices	3	04-Oct-12	04-Oct-12	04-Oct-12	04-Oct-12	0																																	
A2880	Clearing and Grubbing	5	08-Oct-12	15-Oct-12	08-Oct-12	15-Oct-12	0																																	
A2890	Removal and Disposal of Overgrowth Vegetation	4	16-Oct-12	18-Oct-12	03-Nov-12	07-Nov-12	13																																	
A3000	Removal of Trees and Transfer to CTI Nursery	2	22-Oct-12	23-Oct-12	08-Nov-12	09-Nov-12	13																																	
A2550	Demolition of Remaining Median	3	16-Oct-12	18-Oct-12	16-Oct-12	18-Oct-12	0																																	
A2670	Temporary Paving	5	15-Oct-12	25-Oct-12	15-Oct-12	25-Oct-12	0																																	
A2660	Pavement Markings for 4 Lanes, Two-Way Traffic	3	26-Oct-12	30-Oct-12	26-Oct-12	30-Oct-12	0																																	
A2860	Culling and Removal of Pavement / Demolition Works	21	31-Oct-12	26-Nov-12	31-Oct-12	28-Nov-12	0																																	
A2900	Cut & Fill Sub-Grade Preparation	21	12-Nov-12	10-Dec-12	12-Nov-12	10-Dec-12	0																																	
A2910	Place 6" thick Sub-base Course	21	11-Dec-12	09-Jan-13	11-Dec-12	08-Jan-13	0																																	
A2920	Place 6" thick Base Course	21	18-Dec-12	15-Jan-13	18-Dec-12	15-Jan-13	0																																	
A3010	Deposit of Excess Excavated Materials	14	27-Dec-12	15-Jan-13	01-Jan-13	18-Jan-13	3																																	
A2850	Relocation of Utilities, Trench Excavation and Laying of Pipes	42	14-Nov-12	10-Jan-13	26-Dec-12	21-Feb-13	30																																	
A2930	Construct Sidewalk and Railings	16	16-Jan-13	05-Feb-13	31-Jan-13	21-Feb-13	11																																	
A2950	Prepare and Place Hot Mix Asphalt/Pavement	15	21-Jan-13	08-Feb-13	21-Jan-13	08-Feb-13	0																																	
A3030	Place Signs and Pavement Markings	8	11-Feb-13	20-Feb-13	22-Feb-13	05-Mar-13	9																																	
A3150	Public Outreach - Works on North Bound	0	08-Feb-13	08-Feb-13	08-Feb-13	08-Feb-13	0																																	

START DATE: 17-Aug-11
 COMPLETION DATE: 26-Nov-13

**Route 1, Route 8 Intersection Improvements and Agaña
 Bridges Replacement Project**

Remaining Level of Effort

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Whereas

PROPOSED BASELINE SCHEDULE

Activity Name	Quantity	Start	End	Unit	2011	2012	2013	2014
A1140 Initial Temporary Traffic Diversion	1	11-Feb-13	12-Feb-13	1 Day				
A1141 Initial Det and Out Control	1	13-Feb-13	14-Feb-13	1 Day				
A1170 Cleaning and Grubbing	4	18-Feb-13	21-Feb-13	3 Days				
A1180 Removal and Disposal of Overgrowth Vegetation	4	18-Feb-13	21-Feb-13	3 Days				
A1190 Removal of Trees and Transfer to CTF Nursery	2	01-Mar-13	04-Mar-13	3 Days				
Earthwork & Road Base Preparation	35	03-Mar-13	05-Mar-13	3 Days				
A1200 Culling and Removal of Pavement / Demolition Works	31	05-Mar-13	06-Mar-13	2 Days				
A1300 Cut & Fill & Sub-Grade Preparation	21	15-Apr-13	16-Apr-13	2 Days				
A1110 Place 8" Thick Sub-Base Course	21	22-Apr-13	23-Apr-13	2 Days				
A1200 Place 8" Thick Base Course	21	22-Apr-13	23-Apr-13	2 Days				
A1300 Dispose of Excess Excavated Materials	14	01-May-13	04-May-13	3 Days				
Utility Street & Other Utility Works	63	15-May-13	17-May-13	3 Days				
A1310 Notice of Relocation to Agencies (GTA, GWA, MAFAC)	21	16-Feb-13	18-Mar-13	27 Days				
A1350 Relocation of Utilities, Trench Excavation and Laying of Pipes	42	10-Mar-13	15-May-13	66 Days				
Roadway Pavement Works	39	24-May-13	24-Jun-13	31 Days				
A1110 Restore/Reconstruct Driveways	10	14-May-13	03-Jun-13	20 Days				
A1210 Construct Sidewalk and Ramps	16	21-May-13	11-Jun-13	22 Days				
A1320 Prepare and Place Hot Mix Asphalt Pavement	15	24-May-13	13-Jun-13	20 Days				
A1320 Place Signs and Pavement Markings	8	12-Jun-13	21-Jun-13	10 Days				
Final Bidding/Inflation Works	19	16-Oct-12	08-Oct-13	265 Days				
A1330 1" Asphalt Overlay - Friction Course	15	15-Oct-12	29-Oct-12	15 Days				
Route 8 Sta. 60+24 - Sta. 4+10, Lane from Route 1	121	25-Apr-12	14-Oct-12	180 Days				
Route 8 Sta. 4034 - Sta. 4+10, Lane from Route 1-1	0							
A3530 Public Outreach - Works on South Bound	2	26-Apr-12	27-Apr-12	1 Day				
A3540 Initial Temporary Traffic Devices	3	30-Apr-12	02-May-12	3 Days				
A3550 Cleaning and Grubbing	5	03-May-12	08-May-12	5 Days				
A3560 Removal and Disposal of Overgrowth Vegetation	4	10-May-12	15-May-12	5 Days				
A3570 Removal of Trees and Transfer to CTF Nursery	2	16-May-12	17-May-12	2 Days				
Demolition Works	35	10-May-12	04-Jun-12	26 Days				
A3420 Demolition of Median	10	10-May-12	23-May-12	14 Days				
A3440 Temporary Paving	10	24-May-12	06-Jun-12	14 Days				
A3450 Pavement Markings for 4 Lanes, Two-Way Traffic	10	07-Jun-12	20-Jun-12	14 Days				
Earthwork & Road Base Preparations	25	21-Jun-12	05-Sep-12	76 Days				
A3490 Culling and Removal of Pavement / Demolition Works	21	21-Jun-12	16-Jul-12	26 Days				
A3470 Cut & Fill & Sub-Grade Preparation	21	03-Jul-12	31-Jul-12	29 Days				
A3480 Place 8" Thick Sub-Base Course	21	08-Aug-12	28-Aug-12	21 Days				
A3490 Place 8" Thick Base Course	21	08-Aug-12	05-Sep-12	29 Days				

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START DATE: 17-Aug-11
COMPLETION DATE: 26-Nov-13

Route 1, Route 8 Intersection Improvements and Agafia Bridges Replacement Project

Remaining Level of Effort (Dotted)

Actual Level of Effort (Solid)

Actual Work (Thick Solid)

Remaining Work (Thin Dotted)

Critical Remaining Work (Thick Dotted)

Milestone (Diamond)

17-Aug-11 Milestone

29-Oct-13 Milestone

12-Nov-13 Milestone

11-Oct-12 Milestone

05-Sep-12 Milestone

13-Sep-12 Milestone

13-Aug-12 Milestone

23-Aug-12 Milestone

21-Sep-12 Milestone

26-Sep-12 Milestone

PROPOSED BASELINE SCHEDULE

Activity ID	Activity Name	Original Duration	Start	Finish	Time Start	Time Finish	Total Duration
A1590	Drainage Swales & Other Utility Works	14	17-Aug-12	05-Sep-12	14-Sep-12	10-Oct-12	30
A1510	Removal of Excess Excavated Materials	58	21-Jun-12	06-Jul-12	08-Aug-12	24-Oct-12	10
A1430	Notice of Rehabilitation to Agencies (GTA, GFA, GWA, NAW/FAC)	21	21-Jun-12	18-Jul-12	08-Aug-12	05-Sep-12	34
A1430	Relocation of Utilities, Trench Excavation, Laying of Pipes/Conduits, Water & Sewer	42	11-Jul-12	08-Sep-12	28-Apr-13	24-Oct-12	34
A1500	Highway Pavement Works	20	06-Sep-12	11-Oct-12	03-Nov-12	10-Nov-12	17
A1590	Continual Sweeping and Rubbing	16	06-Sep-12	27-Sep-12	03-Oct-12	24-Oct-12	19
A1500	Prepare and Place Hot Mix Asphalt/Pavement	15	11-Sep-12	01-Oct-12	04-Oct-12	24-Oct-12	17
A1600	Place Signs and Pavement Markings	8	05-Oct-12	11-Oct-12	26-Oct-12	05-Nov-12	17
A1700	Public Outreach - Works on South Bound	81	03-Oct-12	02-Nov-12	24-Nov-12	06-Feb-13	70
A3720	Initial Temporary Traffic Devices	2	04-Oct-12	05-Oct-12	24-Oct-12	24-Oct-12	13
A3730	Initial Det and Dust Control	3	08-Oct-12	10-Oct-12	25-Oct-12	25-Oct-12	13
A3740	Cleaning and Grubbing	5	11-Oct-12	17-Oct-12	30-Oct-12	05-Nov-12	13
A3550	Culling and Removal of Pavement / Demolition Works	56	18-Oct-12	02-Nov-12	04-Nov-12	24-Jan-13	16
A3660	Cut & Fill & Sub-Grade Preparation	21	30-Oct-12	27-Nov-12	16-Nov-12	04-Dec-12	13
A3670	Place 6" thick Sub-Base Course	21	28-Nov-12	26-Dec-12	17-Dec-12	14-Jan-13	10
A3680	Place 8" thick Base Course	14	05-Dec-12	02-Jan-13	24-Dec-12	21-Jan-13	13
A3770	Disposal of Excess Excavated Materials	14	14-Dec-12	02-Jan-13	07-Jan-13	24-Jan-13	16
A3780	Coordinate Sidewalk and Rubbing	16	03-Jan-13	24-Jan-13	14-Feb-13	14-Feb-13	15
A3980	Prepare and Place Hot Mix Asphalt/Pavement	15	08-Jan-13	28-Jan-13	25-Jan-13	14-Feb-13	13
A3790	Place Signs and Pavement Markings	8	28-Jan-13	07-Feb-13	15-Feb-13	28-Feb-13	13
A3840	Public Outreach - Works on South Bound	20	12-Feb-13	18-Jun-13	12-Feb-13	25-Jun-13	4
A3330	Initial Temporary Traffic Devices	2	13-Feb-13	14-Feb-13	13-Feb-13	14-Feb-13	0
A3350	Initial Det and Dust Control	3	15-Feb-13	19-Feb-13	15-Feb-13	19-Feb-13	0
A3360	Cleaning and Grubbing	5	20-Feb-13	26-Feb-13	20-Feb-13	26-Feb-13	0
A3370	Removal and Disposal of Overgrowth Vegetation	4	27-Feb-13	04-Mar-13	10-Mar-13	15-May-13	52
A3380	Removal of Trees and Transfer to CTT Nursery	2	05-Mar-13	06-Mar-13	10-Mar-13	17-May-13	52
A3270	Culling and Removal of Pavement / Demolition Works	21	27-Feb-13	27-Mar-13	27-Feb-13	27-Mar-13	3
A3280	Cut & Fill & Sub-Grade Preparation	21	11-Mar-13	08-Apr-13	11-Mar-13	08-Apr-13	0
A3290	Place 6" thick Sub-Base Course	21	08-Apr-13	07-May-13	09-Apr-13	07-May-13	0
A3300	Place 8" thick Base Course	14	18-Apr-13	14-May-13	14-Apr-13	14-May-13	0
A3390	Disposal of Excess Excavated Materials	21	25-Apr-13	14-May-13	30-Apr-13	17-May-13	3

Remaining Level of Effort
 Actual Level of Effort
 Critical Remaining Work
 Milestone

START DATE: 17-Aug-11
 COMPLETION DATE: 26-Nov-13

Route I, Route 8 Intersection Improvements and Agafia Bridges Replacement Project

PROPOSED BASELINE SCHEDULE

Activity ID	Activity Name	Start	Finish	Duration	ES	EF	LS	LF	Activity Type
A300	MOBILIZATION AND DEMOBILIZATION (SITA, CTRA, OIRA, HANUSAC)	12-Apr-12	13-Apr-12	1	12-Apr-12	13-Apr-12	12-Apr-12	13-Apr-12	0
A307	Relocation of Utilities, Traffic, Existing and New of Power Conduits, Utility Structures	13-Apr-12	14-Apr-12	1	13-Apr-12	14-Apr-12	13-Apr-12	14-Apr-12	0
A308	Railway Payment Wall	13-Apr-12	14-Apr-12	1	13-Apr-12	14-Apr-12	13-Apr-12	14-Apr-12	0
A309	Concrete Sidewalk and Ramp	15-May-12	21-May-12	7	15-May-12	21-May-12	15-May-12	21-May-12	4
A310	Prepare and Place Hot Mix Asphalt Pavement	20-May-12	28-May-12	8	20-May-12	28-May-12	20-May-12	28-May-12	4
A311	Place Signs and Pavement Markings	10-Jun-12	14-Jun-12	4	10-Jun-12	14-Jun-12	10-Jun-12	14-Jun-12	0
A312	Final Surveying/Restoration Works	30-Jun-12	03-Jul-12	3	30-Jun-12	03-Jul-12	30-Jun-12	03-Jul-12	0
A120	1" Asphalt Overlay - Friction Course	30-Jun-12	30-Jul-12	1	30-Jun-12	30-Jul-12	30-Jun-12	30-Jul-12	0
Agaña Bridge #1 Construction (S.O. 225-38-230-93)									
A121	Pre-Cast Fabrication	03-Jun-12	03-Jul-12	1	03-Jun-12	03-Jul-12	03-Jun-12	03-Jul-12	0
A122	Fabrication of Reinforced Pre-Cast Type Pile	03-Jun-12	03-Jul-12	1	03-Jun-12	03-Jul-12	03-Jun-12	03-Jul-12	0
A123	Fabrication of Reinforced Pre-Cast Pile	04-Jul-12	08-May-12	11	04-Jul-12	08-May-12	04-Jul-12	08-May-12	0
A124	Fabrication of Precast Pile	05-Jun-12	08-May-12	1	05-Jun-12	08-May-12	05-Jun-12	08-May-12	0
A125	Agaña Bridge #1 - Supply, Install and Erect	17-Sep-12	23-Feb-12	17	17-Sep-12	23-Feb-12	17-Sep-12	23-Feb-12	0
A126	Public Outreach - Works on South Bound	20-Jun-12	20-Jun-12	1	20-Jun-12	20-Jun-12	20-Jun-12	20-Jun-12	0
A127	Install Temporary Traffic Devices	29-Jun-12	29-Jun-12	1	29-Jun-12	29-Jun-12	29-Jun-12	29-Jun-12	0
A128	Install Ditch and Ditch Control	02-Jul-12	02-Jul-12	1	02-Jul-12	02-Jul-12	02-Jul-12	02-Jul-12	0
A129	Clearing and Grubbing	07-Jul-12	07-Jul-12	1	07-Jul-12	07-Jul-12	07-Jul-12	07-Jul-12	0
A130	Removal and Disposal of Overgrowth Vegetation	09-Jul-12	09-Jul-12	1	09-Jul-12	09-Jul-12	09-Jul-12	09-Jul-12	0
A131	Remove Tree (2) Existing Trees and Transfer to CTT Nursery	15-Mar-12	03-Apr-12	1	15-Mar-12	03-Apr-12	15-Mar-12	03-Apr-12	0
A132	Installation of Debris Control Platform including Ditch Protection	08-Mar-12	08-Mar-12	1	08-Mar-12	08-Mar-12	08-Mar-12	08-Mar-12	0
A133	Sawcut strip from Existing Bridge	21-Mar-12	21-Mar-12	1	21-Mar-12	21-Mar-12	21-Mar-12	21-Mar-12	0
A134	Ditch Holes for Expansion Grout	23-Mar-12	23-Mar-12	1	23-Mar-12	23-Mar-12	23-Mar-12	23-Mar-12	0
A135	Place Expansive Grout and Allow Setting	28-Mar-12	28-Mar-12	1	28-Mar-12	28-Mar-12	28-Mar-12	28-Mar-12	0
A136	Demolish Existing Bridge through achieved Cracks	04-Apr-12	04-Apr-12	1	04-Apr-12	04-Apr-12	04-Apr-12	04-Apr-12	0
A137	Clear and Dispose of any Debris	05-Apr-12	05-Apr-12	1	05-Apr-12	05-Apr-12	05-Apr-12	05-Apr-12	0
Piling Works									
A138	Test Pile Driving by Specialized Subcontractor	11-Apr-12	11-Apr-12	1	11-Apr-12	11-Apr-12	11-Apr-12	11-Apr-12	0
A139	Test File Report by Geotechnical Engineering	16-Apr-12	16-Apr-12	1	16-Apr-12	16-Apr-12	16-Apr-12	16-Apr-12	0
A140	Pile Driving	19-Jun-12	12-Jul-12	1	19-Jun-12	12-Jul-12	19-Jun-12	12-Jul-12	0
A141	Pile Head Curing	25-Jun-12	27-Jul-12	1	25-Jun-12	27-Jul-12	25-Jun-12	27-Jul-12	0
Bridge Superstructure									
A142	Fabricate and Place Steel for Copping Beams	19-Jul-12	30-Jul-12	1	19-Jul-12	30-Jul-12	19-Jul-12	30-Jul-12	0
A143	Fabricate and Place Formworks for Copping Beams	31-Jul-12	31-Jul-12	1	31-Jul-12	31-Jul-12	31-Jul-12	31-Jul-12	0
A144	Place Structural Concrete Mix for Copping Beams	06-Aug-12	06-Aug-12	1	06-Aug-12	06-Aug-12	06-Aug-12	06-Aug-12	0
A145	Copping Beams Curing Period	10-Aug-12	29-Aug-12	1	10-Aug-12	29-Aug-12	10-Aug-12	29-Aug-12	0

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START DATE: 17-Aug-11
COMPLETION DATE: 28-Nov-13

Route 1, Route 8 Intersection Improvements and Agaña Bridges Replacement Project

Remaining Level of Effort
 Actual Level of Effort
 Critical Remaining Work
 Actual Work

PROPOSED BASELINE SCHEDULE

Activity Name	Quantity	Start	Finish	Units	Start	Finish	Units	Start	Finish	Units	Start	Finish	Units	Start	Finish	Units	Start	Finish	Units
A1281	3	31-Aug-12	01-Sep-12	30	Aug-12	01-Sep-12	30	Aug-12	01-Sep-12	30	Aug-12	01-Sep-12	30	Aug-12	01-Sep-12	30	Aug-12	01-Sep-12	30
A1340	3	04-Sep-12	06-Sep-12	04	04-Sep-12	06-Sep-12	04	04-Sep-12	06-Sep-12	04	04-Sep-12	06-Sep-12	04	04-Sep-12	06-Sep-12	04	04-Sep-12	06-Sep-12	04
A1381	3	07-Sep-12	07-Sep-12	03	07-Sep-12	07-Sep-12	03	07-Sep-12	07-Sep-12	03	07-Sep-12	07-Sep-12	03	07-Sep-12	07-Sep-12	03	07-Sep-12	07-Sep-12	03
A1370	7	07-Sep-12	17-Sep-12	07	07-Sep-12	17-Sep-12	07	07-Sep-12	17-Sep-12	07	07-Sep-12	17-Sep-12	07	07-Sep-12	17-Sep-12	07	07-Sep-12	17-Sep-12	07
A1370	76	17-Sep-12	01-Jan-13	17	17-Sep-12	01-Jan-13	17	17-Sep-12	01-Jan-13	17	17-Sep-12	01-Jan-13	17	17-Sep-12	01-Jan-13	17	17-Sep-12	01-Jan-13	17
A2480	0	17-Sep-12	17-Sep-12	17	17-Sep-12	17-Sep-12	17	17-Sep-12	17-Sep-12	17	17-Sep-12	17-Sep-12	17	17-Sep-12	17-Sep-12	17	17-Sep-12	17-Sep-12	17
A2480	2	19-Sep-12	19-Sep-12	18	19-Sep-12	19-Sep-12	18	19-Sep-12	19-Sep-12	18	19-Sep-12	19-Sep-12	18	19-Sep-12	19-Sep-12	18	19-Sep-12	19-Sep-12	18
A2580	3	20-Sep-12	20-Sep-12	24	20-Sep-12	24-Sep-12	24	20-Sep-12	24-Sep-12	24	20-Sep-12	24-Sep-12	24	20-Sep-12	24-Sep-12	24	20-Sep-12	24-Sep-12	24
A2570	2	25-Sep-12	26-Sep-12	26	25-Sep-12	26-Sep-12	26	25-Sep-12	26-Sep-12	26	25-Sep-12	26-Sep-12	26	25-Sep-12	26-Sep-12	26	25-Sep-12	26-Sep-12	26
A2390	2	27-Sep-12	27-Sep-12	17	27-Sep-12	27-Sep-12	17	27-Sep-12	27-Sep-12	17	27-Sep-12	27-Sep-12	17	27-Sep-12	27-Sep-12	17	27-Sep-12	27-Sep-12	17
A2400	2	01-Oct-12	02-Oct-12	02	01-Oct-12	02-Oct-12	02	01-Oct-12	02-Oct-12	02	01-Oct-12	02-Oct-12	02	01-Oct-12	02-Oct-12	02	01-Oct-12	02-Oct-12	02
A2410	3	03-Oct-12	03-Oct-12	03	03-Oct-12	03-Oct-12	03	03-Oct-12	03-Oct-12	03	03-Oct-12	03-Oct-12	03	03-Oct-12	03-Oct-12	03	03-Oct-12	03-Oct-12	03
A2420	3	08-Oct-12	08-Oct-12	10	08-Oct-12	10-Oct-12	10	08-Oct-12	10-Oct-12	10	08-Oct-12	10-Oct-12	10	08-Oct-12	10-Oct-12	10	08-Oct-12	10-Oct-12	10
A2430	3	11-Oct-12	11-Oct-12	15	11-Oct-12	15-Oct-12	15	11-Oct-12	15-Oct-12	15	11-Oct-12	15-Oct-12	15	11-Oct-12	15-Oct-12	15	11-Oct-12	15-Oct-12	15
A2440	4	18-Oct-12	18-Oct-12	19	18-Oct-12	19-Oct-12	19	18-Oct-12	19-Oct-12	19	18-Oct-12	19-Oct-12	19	18-Oct-12	19-Oct-12	19	18-Oct-12	19-Oct-12	19
A2360	15	22-Oct-12	14-Nov-12	14	22-Oct-12	14-Nov-12	14	22-Oct-12	14-Nov-12	14	22-Oct-12	14-Nov-12	14	22-Oct-12	14-Nov-12	14	22-Oct-12	14-Nov-12	14
A2370	15	24-Oct-12	14-Nov-12	14	24-Oct-12	14-Nov-12	14	24-Oct-12	14-Nov-12	14	24-Oct-12	14-Nov-12	14	24-Oct-12	14-Nov-12	14	24-Oct-12	14-Nov-12	14
A2470	8	08-Nov-12	20-Nov-12	20	08-Nov-12	20-Nov-12	20	08-Nov-12	20-Nov-12	20	08-Nov-12	20-Nov-12	20	08-Nov-12	20-Nov-12	20	08-Nov-12	20-Nov-12	20
A2480	6	15-Nov-12	22-Nov-12	22	15-Nov-12	22-Nov-12	22	15-Nov-12	22-Nov-12	22	15-Nov-12	22-Nov-12	22	15-Nov-12	22-Nov-12	22	15-Nov-12	22-Nov-12	22
A2490	2	23-Nov-12	26-Nov-12	26	23-Nov-12	26-Nov-12	26	23-Nov-12	26-Nov-12	26	23-Nov-12	26-Nov-12	26	23-Nov-12	26-Nov-12	26	23-Nov-12	26-Nov-12	26
A2500	14	27-Nov-12	14-Dec-12	14	27-Nov-12	14-Dec-12	14	27-Nov-12	14-Dec-12	14	27-Nov-12	14-Dec-12	14	27-Nov-12	14-Dec-12	14	27-Nov-12	14-Dec-12	14
A2520	3	17-Dec-12	19-Dec-12	19	17-Dec-12	19-Dec-12	19	17-Dec-12	19-Dec-12	19	17-Dec-12	19-Dec-12	19	17-Dec-12	19-Dec-12	19	17-Dec-12	19-Dec-12	19
A2510	3	20-Dec-12	24-Dec-12	24	20-Dec-12	24-Dec-12	24	20-Dec-12	24-Dec-12	24	20-Dec-12	24-Dec-12	24	20-Dec-12	24-Dec-12	24	20-Dec-12	24-Dec-12	24
A2530	5	25-Dec-12	31-Dec-12	31	25-Dec-12	31-Dec-12	31	25-Dec-12	31-Dec-12	31	25-Dec-12	31-Dec-12	31	25-Dec-12	31-Dec-12	31	25-Dec-12	31-Dec-12	31
A2540	3	29-Dec-12	01-Jan-13	01	29-Dec-12	01-Jan-13	01	29-Dec-12	01-Jan-13	01	29-Dec-12	01-Jan-13	01	29-Dec-12	01-Jan-13	01	29-Dec-12	01-Jan-13	01
A2550	75	05-Jan-13	16-Apr-13	03	05-Jan-13	16-Apr-13	03	05-Jan-13	16-Apr-13	03	05-Jan-13	16-Apr-13	03	05-Jan-13	16-Apr-13	03	05-Jan-13	16-Apr-13	03
A2700	0	03-Jan-13	03-Jan-13	03	03-Jan-13	03-Jan-13	03	03-Jan-13	03-Jan-13	03	03-Jan-13	03-Jan-13	03	03-Jan-13	03-Jan-13	03	03-Jan-13	03-Jan-13	03
A2810	2	04-Jan-13	04-Jan-13	04	04-Jan-13	04-Jan-13	04	04-Jan-13	04-Jan-13	04	04-Jan-13	04-Jan-13	04	04-Jan-13	04-Jan-13	04	04-Jan-13	04-Jan-13	04
A2820	3	08-Jan-13	10-Jan-13	10	08-Jan-13	10-Jan-13	10	08-Jan-13	10-Jan-13	10	08-Jan-13	10-Jan-13	10	08-Jan-13	10-Jan-13	10	08-Jan-13	10-Jan-13	10
A2830	2	11-Jan-13	14-Jan-13	14	11-Jan-13	14-Jan-13	14	11-Jan-13	14-Jan-13	14	11-Jan-13	14-Jan-13	14	11-Jan-13	14-Jan-13	14	11-Jan-13	14-Jan-13	14
A2840	4	15-Jan-13	16-Jan-13	16	15-Jan-13	16-Jan-13	16	15-Jan-13	16-Jan-13	16	15-Jan-13	16-Jan-13	16	15-Jan-13	16-Jan-13	16	15-Jan-13	16-Jan-13	16
A2850	2	11-Jan-13	14-Jan-13	14	11-Jan-13	14-Jan-13	14	11-Jan-13	14-Jan-13	14	11-Jan-13	14-Jan-13	14	11-Jan-13	14-Jan-13	14	11-Jan-13	14-Jan-13	14
A2860	2	15-Jan-13	16-Jan-13	16	15-Jan-13	16-Jan-13	16	15-Jan-13	16-Jan-13	16	15-Jan-13	16-Jan-13	16	15-Jan-13	16-Jan-13	16	15-Jan-13	16-Jan-13	16

Route 1, Route 8 Intersection Improvements and Agaña Bridges Replacement Project

START DATE: 17-Aug-11
COMPLETION DATE: 26-Nov-13

Remaining Level of Effort Remaining Work
Actual Level of Effort Critical Remaining Work
Actual Work Milestone

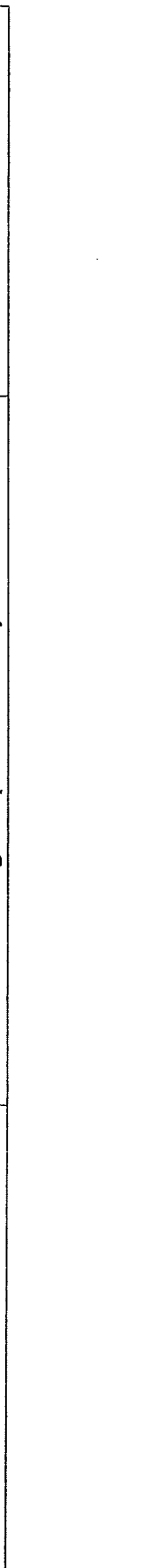
PROPOSED BASELINE SCHEDULE

Activity ID	Activity Name	Original Duration	Start	Finish	Early Start	Early Finish	Late Start	Late Finish	Free Float	Total Float
A360	Ord. Hoses for Expansion Grout	3	17-Jan-13	21-Jan-13	17-Jan-13	21-Jan-13	17-Jan-13	21-Jan-13	0	0
A370	Place Expansion Grout and Allow Set (1)	3	22-Jan-13	24-Jan-13	22-Jan-13	24-Jan-13	22-Jan-13	24-Jan-13	0	0
A360	Commence Erection Bragg through scheduled Cuts	3	25-Jan-13	28-Jan-13	25-Jan-13	28-Jan-13	25-Jan-13	28-Jan-13	0	0
A380	Clear and Dispose of any Debris	2	30-Jan-13	31-Jan-13	31-Jan-13	31-Jan-13	31-Jan-13	31-Jan-13	0	0
Bridge Work										
A3510	Pile Driving	15	01-Feb-13	21-Feb-13	01-Feb-13	21-Feb-13	01-Feb-13	21-Feb-13	0	0
A3520	Pile Head Capping	18	08-Feb-13	01-Mar-13	07-Feb-13	07-Feb-13	07-Feb-13	01-Mar-13	0	0
Bridge Superstructure										
A2720	Fabricate and Place Steel for Coping Beams	8	22-Feb-13	05-Mar-13	22-Feb-13	05-Mar-13	22-Feb-13	05-Mar-13	0	0
A2730	Fabricate and Place Formworks for Coping Beams	6	27-Feb-13	06-Mar-13	27-Feb-13	06-Mar-13	27-Feb-13	06-Mar-13	0	0
A2740	Place Structural Concrete Mix for Coping Beams	2	07-Mar-13	07-Mar-13	07-Mar-13	07-Mar-13	07-Mar-13	07-Mar-13	0	0
A2750	Coping Beams Curing Period	14	11-Mar-13	25-Mar-13	11-Mar-13	25-Mar-13	11-Mar-13	25-Mar-13	0	0
A2770	Place Bearing Pads and Accessories	3	28-Mar-13	02-Apr-13	28-Mar-13	02-Apr-13	28-Mar-13	02-Apr-13	0	0
A2780	Delivery and Erection of Pre-Cast Panels	3	03-Apr-13	05-Apr-13	03-Apr-13	05-Apr-13	03-Apr-13	05-Apr-13	0	0
A2790	Place CIP Tie Beams	5	08-Apr-13	12-Apr-13	08-Apr-13	12-Apr-13	08-Apr-13	12-Apr-13	0	0
A2780	Construct Sidewalk and Railings	7	08-Apr-13	15-Apr-13	08-Apr-13	15-Apr-13	08-Apr-13	15-Apr-13	0	0
Establishment of Stone Masonry										
A4200	Construct Approach Sub	38	08-Feb-13	02-Apr-13	13-Feb-13	05-Apr-13	05-Apr-13	05-Apr-13	3	3
A4210	Grouted Stone Masonry	45	13-Feb-13	16-Apr-13	30-Aug-13	31-Oct-13	142	142	0	0
Rehabilitation of Utilities										
A1440	Concrete Encased Sanitary Sewer & SMH	15	28-Aug-12	17-Sep-12	05-Sep-12	25-Sep-12	8	8	0	0
A1460	Water Lines	16	27-Mar-13	16-Apr-13	11-Oct-13	31-Oct-13	142	142	0	0
A1480	Communication Lines	15	16-Apr-13	08-May-13	24-Apr-13	14-May-13	6	6	0	0
Final Surfacing/Restoration Work										
A1380	Waterproofing Membrane and Temporary Asphalt Overlay - South Bound	2	18-Sep-12	19-Sep-12	03-Oct-12	04-Oct-12	11	11	0	0
A2550	Waterproofing Membrane and Temporary Asphalt Overlay - Main Lane	2	02-Jan-13	03-Jan-13	02-Jan-13	03-Jan-13	0	0	0	0
A2500	Waterproofing Membrane and Temporary Asphalt Overlay - West Bound	2	07-May-13	08-May-13	15-May-13	16-May-13	6	6	0	0
A2840	* Asphalt Overlay - Friction Course	10	24-Oct-13	08-Nov-13	01-Nov-13	14-Nov-13	6	6	0	0
Agaña Bridge # 2 Construction										
A3000	Pre-Cast Fabrication	63	12-Apr-13	08-Aug-13	23-Apr-13	22-Oct-13	65	65	0	0
A3810	Fabrication of Reinforced Pre-Cast Piles	16	12-Apr-13	03-May-13	23-Apr-13	14-May-13	7	7	0	0
A4030	Fabrication of Precast Panels	30	17-Jun-13	26-Jul-13	26-Jun-13	06-Aug-13	7	7	0	0
Traffic Control and General Site Work										
A3930	Public Outreach - Works on Chosen Sando Plaza	18	25-Jun-13	08-Aug-13	11-Sep-13	22-Oct-13	35	35	0	0
A3920	Install Temporary Traffic Devices	2	17-Apr-13	19-Apr-13	17-Apr-13	18-Apr-13	0	0	0	0
A4040	Install Det and Dist Control	3	19-Apr-13	23-Apr-13	19-Apr-13	23-Apr-13	0	0	0	0
A4050	Clearing and Grubbing	5	24-Apr-13	30-Apr-13	24-Apr-13	30-Apr-13	0	0	0	0

START DATE: 17-Aug-11
 COMPLETION DATE: 26-Nov-13

Route 1, Route 8 Intersection Improvements and Agaña Bridges Replacement Project

Remaining Level of Effort
 Actual Level of Effort
 Actual Work
 Remaining Work
 Critical Remaining Work
 Milestone



In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT N



The Honorable
EDDIE BAZA CALVO
Governor

The Honorable
RAY S. TENORIO
Lieutenant Governor



GLENN LEON GUERRERO
Director
ANDREW LEON GUERRERO
Deputy Director

OCT 23 2017

17-1864

Mr. Eun Ho
President
Core Tech International Corporation
388 South Marine Corps Drive
Suite 400
Tamuning, Guam 96913

**Re: Route 1/Route 8 Intersection Improvements and Agana Bridges Replacement
Project No. GU-DAR-T101(001)**

Dear Mr. Ho,

This letter responds to Ms. Anita Arriola's September 22, 2017 letter to Assistant Attorney General Tom Keeler concerning the status of the Department of Public Works ("DPW") August 23, 2017 letters to Core Tech International Corporation ("CTI"). I currently serve as Acting Procurement Officer on the Route 1/Route 8 Intersection Improvements and Agana Bridges Replacement Project, Project No. GU-DAR-T101(001) ("Project"). Starting Monday, October 23, 2017, Mr. Andrew Leon Guerrero will be DPW's new Deputy Director. From that date moving forward he will be responsible for the Project. I will update him on the status of the Project as soon as practical, however, the DPW wanted to write you as it may take some time for him to get acclimated and up to date on the Project.

Following DPW's August 23, 2017 Notice of Termination/Default of Contract ("Notice"), CTI immediately contacted me representing that it was willing to complete the punch list items, including its non-compliant work on the Project concerning the Americans with Disabilities Act ("ADA"). A copy of DPW's Notice is attached hereto and incorporated herein by this reference. CTI represented that it would submit plans for DPW to review within a one week period. At that time DPW decided not to take any action on CTI's request that the department rescind the Notice until it had an opportunity to review its submittal.

On Friday, September 15, 2017, CTI provided DPW with a set of drawings and a proposed schedule. DPW reviewed CTI's September 15, 2017 submittal in good faith. Unfortunately, the submittal was consistent with CTI's work on the Project, that is, it is woefully incomplete and unacceptable. First, DPW was hoping for "As-built" drawings. As-built drawings would identify specific problems with the existing construction work and how CTI proposes to correct said work. Instead CTI provided plans that show how the completed work will look. The plans were dated from 2012 and weren't signed. DPW did not find the plans to be of much value.

The plans provided also failed to show how the sidewalk repair work would be performed. Concerns also existed with CTI's proposed schedule. CTI's own October 9, 2014 survey shows 58% of its sidewalk work as non ADA compliant. Notwithstanding this, its proposed schedule showed only 5,672 square feet of concrete being removed and replaced. This is 3,688 square feet less (i.e., 9,360 – 5672 sq. ft.) than what CTI itself agreed needed done to bring the sidewalks into compliance with ADA. For the record, DPW's estimate is that a minimum of 11,700 square feet (i.e., 78%) of the existing concrete is non ADA compliant. In any event, DPW fails to comprehend how CTI can in good faith submit a schedule to fully address that portion of the existing concrete that its own survey acknowledged is non ADA compliant.

An additional problem with CTI's September 15, 2017 submittal is that it shows it completing the project in eleven weeks. Unfortunately no detail is provided just how this will be accomplished. If CTI were earnest in hoping to be reinstated to complete the Project it was incumbent upon CTI to provide substantially more information. For example, the submittal did not identify the proposed project manager, how many groups of workers would be used, the number of shifts to perform the work, etc.

For the reasons stated herein, DPW decided that CTI's September 15, 2017 submittals were not acceptable to warrant it considering reinstating CTI on the Project. This is a final decision of the Acting Contracting Officer that CTI was rightfully terminated for the reasons set forth in the Notice and that no reasonable grounds exist for DPW to entertain rescinding the Notice. DPW hereby advises CTI that it has the right to seek any administrative or judicial review authorized by law.

DPW's second letter dated August 23, 2017 addressing CTI's request for extension and request for change order to contract price submitted on September 17, 2016, as supplemented on November 10, 2016, is not a final decision of the DPW.

As noted, until such time that CTI's request for time can be validated and the contract amended by Change Order, DPW is required to assess liquidated damages in accordance with the terms and conditions of the contract. DPW's letter was part of a standard contract review process needed in order for DPW to properly document the use and expenditure of Federal Highway Administration funds on the Project. Please refer to the second paragraph of the letter in which CTI is requested to "provide backup data for these items to allow DPW to determine any other impacts to the schedule and cost review."

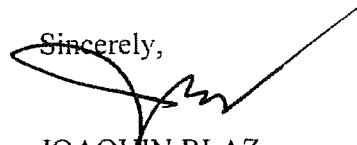
DPW's second letter also reminds CTI that it is delinquent in submitting other documents that are required by the contract for processing and payment of invoices. Thus, DPW's August 23, 2017 letter to CTI concerning a request for extension and request for change order is not a final decision. DPW is waiting for CTI to provide additional information needed for it to complete contract close out. Until such time as CTI submits the additional information or states in writing that it refuses to do so, DPW is not able to make a final decision.

Route 1/Route 8 Intersection Improvements and Agana Bridges Replacement
Project No. GU-DAR-T101(001)
Response to Ms. Anita Arriola letter dated September 22, 2017
Page 3

In closing, DPW continues to wait for CTI to fully comply with all of the document submittal requirements of the contract, in order for it to close out the contract.

A copy of this letter is being provided to Ms. Arriola via email. Please contact my office if you have any questions.

Sincerely,



JOAQUIN BLAZ
Acting Procurement Officer

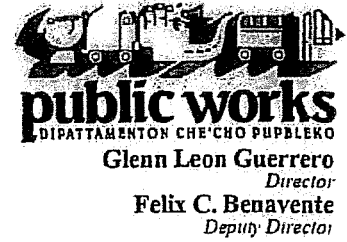
Cc: Elizabeth Barrett-Anderson, Guam Attorney General (*via email only*)
Anita Arriola, Esq. (*via email only*)



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor

FILE COPY



Glenn Leon Guerrero
Director
Felix C. Benavente
Deputy Director

AUG 23 2017

VIA HAND DELIVERY AND CERTIFIED MAIL
Ms. Conchita Bathan
Chief Executive Officer
Core Tech International Corporation
388 South Marine Corps Drive
Suite 400
Tamuning, Guam 96913

ACKNOWLEDGMENT RECEIPT:	
NAME:	Arsonia Procella
DEPT./COMPANY:	Core Tech
DATE:	8-23-17
TIME:	4:30 pm
SIGNATURE:	<i>Arsonia Procella</i>

17-1415

Re: **Route 1/Route 8 Intersection Improvements and Agana Bridges Replacement**
Project No. GU-DAR-T101(001)
Notice of Termination/Default of Contract
Surety: Fidelity and Deposit Company of Maryland and Zurich American Insurance Company
Bond No.: 9060033
Amount of Bond: \$ 16,384,500.00

Ms. Bathan:

It is the finding of the Government of Guam that Core Tech International Corporation (CTI) has breached its contractual obligations with respect to the Route 1/Route 8 Intersection Improvements and Agana Bridges Replacements Contract dated September 30, 2011, by performing those obligations negligently, in violation of Federal and Guam law, and in failing to timely prosecute the construction work and correct deficiencies in the work. This includes, but is not limited to, evidence of the following:

1. **Section 108.01 – Commencement, Prosecution and Completion of Work** obligates contractor to "(a) commence work immediately after the issuance of the Notice to Proceed; (b) prosecute the Work diligently; and (c) complete the entire Work and make Work ready for use within the Contract time specified in Subsection 108.04, including all design, construction, final clean-up of the premises, and final acceptance."
2. **Formal Contract Article 1 (a) Contract Time.**
3. **FP-03 Subsection 107.01 Laws to be observed, including the American with Disabilities Act (ADA).**
4. **FP-03 Subsection 155.01/FAR Sections 52.236-15 Schedules for Construction Contracts.**
5. **FAR subsection 52.249-10 Default, (Construction); 5 GCA, Chapter 5, § 5501**
6. **Article I.3 of the Required Contract Provisions (RCP) Federal-Aid Construction Contract.**
7. **Plans and Specifications, Project No. GU-DAR-T101(001)**

Since August 25, 2016, the date CTI achieved substantial completion, DPW has requested completion of the final punch list items constructed out of project specifications (work that is in nonconformance with the requirements of the contract). Despite numerous meetings and requests for remedy, CTI has shown no substantial progress on a design plan for these deficiencies, and absolutely no progress regarding the physical correction of the project nonconforming elements.

These deficiencies include but are not limited to the nonconforming sidewalk, driveway, and pedestrian ramp slopes. CTI was made aware of these deficiencies formally via a Non-Conformance Report dated June 12, 2014. CTI has made numerous attempts to minimize the corrective work required for the

sidewalk, driveway, and pedestrian ramps, which as of the date of this letter do not comply with the plans, specifications and ADA requirements.

On June 16, 2017 CTI received a Final Demand letter from DPW instructing them to submit a plan and timeline to correct the project deficiencies, and proposed a joint meeting. CTI's June 23, 2017 response requested an additional two (2) to three (3) weeks to provide the requested plan and timeline. DPW then notified CTI via letter that they had until July 24, 2017 to provide the requested information. DPW's contract officer offered to meet once again with CTI in hopes of a resolution. However, CTI has failed to respond and provide the promised plan and timeline, nor have they agreed to a meeting.

Therefore, effective upon receipt of this Notice of Termination, and pursuant to its rights under the Contract and the laws of Guam, the Government does hereby TERMINATE the same, together with CTI's right to proceed with said Contract and the work thereunder. The Government is notifying the surety who issued CTI's Performance and Payment Bond of this termination and default of the Contract.

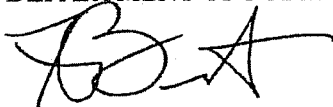
DPW is preparing a final assessment regarding CTI's project time extension and change order request. A letter regarding the results of this review will be sent to CTI within the week.

CTI is hereby ordered to peacefully surrender and leave the Project site. In addition, CTI is further ordered to protect and preserve any property in its possession in which the Government has an interest, and to transfer title and deliver to the Government, who shall take possession of and shall utilize such materials, appliances, and plants as may be on the site of the work, or CTI's yard and which are necessary to its eventual completion. This includes any completed construction and any such information, and contract rights (Construction Materials) as CTI has specifically produced or specifically acquired for the performance of the terminated part of the Contract. DPW inspectors shall be on the premises to ensure the thorough transfer of Construction Materials and the safe removal of all CTI personnel/equipment.

Any attempt to act or perform otherwise than as ordered herein shall be construed as being intentionally hostile, and may subject CTI to criminal prosecution.

Thank you for your cooperation.

DEPARTMENT OF PUBLIC WORKS,



FELIX C. BENAVENTE

Cc Elizabeth Barrett-Anderson, Guam Attorney General
Richelle Takara, FHWA

W
jblaz

In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT O

FILE COPY



The Honorable
Eddie Baza Calvo
Governor
The Honorable
Ray Tenorio
Lieutenant Governor



public works
DIPATTAMENTON CHE' CHO PUBLEKO
Glenn Leon Guerrero
Director
Felix C. Benavente
Deputy Director

NOV 09 2016

Ms. Conchita Bathan
Chief Executive Officer
Core Tech International Corporation
388 South Marine Corps Drive
Suite 400
Tamuning, GU 96913

* 2 COPIES PROVIDED

ACKNOWLEDGMENT RECEIPT:	
NAME:	STEVEN meej
DEPT./COMPANY:	CTI
DATE:	11/10/2016 TIME:
SIGNATURE:	[Signature]

TN16-1830

Ref: **Route 1/Route 8 Intersection Improvements and Agana Bridges Replacement
Project No. GU-DAR-TI01(001)
Request for Electronic Schedule File**

Dear Ms. Bathan,

The Department of Public Works (DPW) is reviewing the Request for Time Extension and Request for Change Order to Contract Price submitted by Core Tech International Corporation (CTI) on September 16, 2016. The electronic Primavera 6 schedule files (*.prx format) for the schedule analysis submitted were not provided as part of the submittal.

DPW through its construction management consultant, Parsons Transportation Group (PTG), has requested for the files on three separate occasions:

- Via email to Mr. Robert Marks on October 12, 2016
- Verbal request to Mr. Marks during informal meeting held on October 17, 2016 between PTG and CTI to clarify CTI's proposed resolution for the ADA ramps at the Route 1/ Route 8 intersection.
- Discussion during the October 19, 2016 Construction Progress Meeting.

To date, DPW has not yet received the requested files. Unfortunately, until DPW receives the electronic schedule files, DPW cannot complete its review.

Please provide the electronic schedule file within five (5) business days of receiving this letter.

Should you have any questions or need additional information, please contact Mr. Crispin Bensen, Project Engineer, at 649-3115 with Department of Public Works or Mr. Houston Anderson, Construction Manager, at 648-1066 with Parsons Transportation Group.

Sincerely,

FELIX C. BENAVENTE

Cc: Crispin Bensen, DPW
Tom Keeler, GAG
Richelle Takara, FHWA
Michael Lanning, PTG
Houston Anderson, PTG
Ho S. Eun, CTI
Robert Marks, CTI

nd
Duarpan/JBl
11/03/16 11/14/16

In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT P

FILE COPY



*The Honorable
Eddie Baza Calvo
Governor*

*The Honorable
Ray Tenorio
Lieutenant Governor*

Core Tech Intl. Corp.
RECEIVED
#01/18
P. Tenorio



public works
DIPATAMENTON CHE CHO PUPLEKO

Glenn Leon Guerrero

Director

Felix C. Benavente

Deputy Director

TN16-1648

NOV 01 2016

Mr. Eun Ho
President
Core Tech International Corporation
388 South Marine Corps Drive
Suite 400
Tamuning, GU 96913

**Ref: Route 1/Route 8 Intersection Improvements and Agana Bridges Replacement
Project No. GU-DAR-TI01(001)
Invoice 33 – Period Ending September 6, 2016**

Dear Mr. Ho,

The Department of Public Works (DPW) has reviewed Core Tech International Corporation's (CTI) Invoice 33 (period ending September 6, 2016) requesting \$752,565.14 which was submitted on September 7, 2016. CTI stated in the invoice cover letter, that CTI does not agree with the deductions for liquidated damages and is reserving its right to claim and recover amounts deducted for liquidated damage. DPW and its consultants are currently reviewing the request for time extension and request for change in contract price that CTI submitted on September 16, 2016. Until such time that the request for time extension can be validated and the contract amended by Change Order, DPW is required to assess liquidated damages in accordance with the terms and conditions of the contract. In accordance with the contract as amended through Change Order No. 9, Liquidated Damaged started on April 17, 2014, the day after the current Contract Completion Date of April 16, 2014.

CTI achieved Substantial Completion on August 25, 2016 which decreased the liquidated damage daily charge to \$660 starting August 26, 2016. Attached to this letter is the backup documentation that will need to be submitted along with Invoice 33. This backup documentation provides an invoice amount of \$359,080.63 which includes the following deductions/releases:

- Liquidated damage assessment for the period April 17, 2014 through August 25, 2016, a period of 845 calendar days, at \$3,300 per day. This 845 days does not include the 17 calendar days where work was suspended during the period May 20, 2016 through June 5, 2016 as detailed in Change Order No. 8.
- Liquidated damage assessment for the period August 26, 2016 through September 6, 2016, a period of 12 calendar days, at \$660 per day.
- Payment for withheld amounts for the loop sensor connection at the Route 4 intersection
- Payment for withheld amounts for the traffic signal interconnect cable
- Release of retention in the amount of \$750,000 as previously stated in DPW's letter dated April 28, 2016

DPW also reminds CTI that CTI is delinquent in submitting other documents that are required by the contract for processing and payment of invoices. For example, CTI has not submitted Certified Payrolls since the week ending May 1, 2016; CTI has not submitted daily reports since the end of

*Route 1/Route 8 Intersection Improvements and Aguna Bridges Replacement Project No. GU-DAR-T101(001)
Invoice 33 - Period Ending September 6, 2016 Page 2 of 2*

March 2016; and CTI has not submitted traffic control reports since the end of February 2016. DPW specifically reserves the right not to process future invoices until CTI fully complies with all of the document submittal requirements of the contract.

Should you have any questions or need additional information, please contact Mr. Crispin Bensen, Project Engineer, at 649-3115 with Department of Public Works or Mr. Houston Anderson, Construction Manager, at 648-1066 with Parsons Transportation Group.


Sincerely,



FELIX C. BENAVENTE

Attachment: CTI Invoice 33 Estimate for the Period 4/1/2016 - 9/6/2016

Cc: Crispin Bensen, DRW
Tom Keeler, GAG
Richelle Takara, FHWA
Michael Lanning, PTG
Houston Anderson, PTG
Ho S. Eun, CTI
Edwin K.C. Ching, CTI
Anita P. Arriola, AC&A
Henry Taitano, CTI
Robert Marks


IDyarosan/JBlaz
10/03/16

In the Appeal of: Core Tech International Corp. and DPW

Docket No. OPA-PA-17-010

Department of Public Work's Amended Hearing Brief

EXHIBIT Q

Section 108. — PROSECUTION AND PROGRESS

108.01 Commencement, Prosecution, and Completion of Work. Follow the requirements of FAR Clause 52.211-10 Commencement, Prosecution, and Completion of Work.

A preconstruction conference will be held after the contract is awarded and before beginning work. Seven days before the preconstruction conference, furnish three copies of the preliminary construction schedule according to Section 155.

108.02 Subcontracting. Follow the requirements of FAR Clauses 52.219-14 Limitations on Subcontracting, 52.222-11 – Subcontracts (Labor Standards), and 52.236-1 Performance of Work by the Contractor.

Subcontracting does not relieve the Contractor of liability and responsibility under the contract and does not create any contractual relation between subcontractors and the Government. The Contractor is liable and responsible for any action or lack of action of subcontractors.

Within 14 days of subcontract award, submit an SF 1413 with Part I completed. Complete other forms that may be provided by the Government to clearly show the work subcontracted and the total dollar amount of the subcontract. For subcontracts involving on-site labor, require the subcontractor to complete Part II of the SF 1413 and complete other forms that may be provided by the Government. Submit a separate statement documenting the cumulative amount of all on-site subcontracts to date as a percentage of the original contract amount. Furnish this information on all subcontracts at lower tiers.

In FAR Clauses 52.219-8 Utilization of Small Business Concerns and 52.232-27 Prompt Payment for Construction Contracts, the subcontracts include both on-site and off-site work and supply contracts. In FAR Clause 52.219-14 Limitations on Subcontracting or in FAR Clause 52.236-1 Performance of Work by the Contractor, the percentage of work performed on-site by the Contractor will be computed as 100 percent less the combined initial dollar amount of all subcontracts involving on-site labor as a percent of the original dollar amount of the contract.

108.03 Determination and Extension of Contract Time. Follow the requirements of FAR Clause 52.211-10 Commencement, Prosecution, and Completion of Work.

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

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

Section 108. — PROSECUTION AND PROGRESS

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

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

(d) Periods of time when all work is complete but acceptance is delayed pending the plant establishment period or similar warranty period.

Table 108-1
Charge for Liquidated Damages for Each Day
Work Is Not Substantially Completed

Original Contract Price		Daily Charge
From More Than —	To and Including —	
\$ 0	\$ 1,000,000	\$ 500
1,000,000	2,000,000	1,100
2,000,000	5,000,000	2,200
5,000,000	10,000,000	2,700
10,000,000	and more	3,300

108.05 Stop Order. The CO may order the performance of the work to be stopped, either in whole or in part, for such periods deemed necessary due to the following:

- (a) Weather or soil conditions considered unsuitable for prosecution of the work; or
- (b) Failure of the Contractor to:
 - (1) Correct conditions unsafe for the workers or the general public;
 - (2) Carry out written orders given by the CO; or
 - (3) Perform any provision of the contract.

No adjustment in contract time or amount will be made for stop orders issued under (a) or (b) above except an adjustment in contract time, as provided by FAR Clause 52.249-10 Default (Fixed-Price Construction), may be made when the Contractor is able to demonstrate that the weather was unusually severe based on the most recent 10 years of historical data.