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**RECEIVED**  
OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEALS

DATE: 10-22-15

TIME: 11:40  AM  PM BY: JW

FILE NO OPA-PA: 15-009

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

In the Appeal of:

KORANDO CORPORATION,

Appellant.

) DOCKET NO. **OPA-PA-15-009**

)  
)  
) **ERRATA TO PROCUREMENT  
RECORD**

- A. Parsons Transportation Group Procurement Documents (DVD)
- A1. Appeal Record of Planning (DVD)
- B. Certification of Completed Procurement Record dated May 2, 2014
- C. Copy of Publication of Request for Proposal dated September 24, 2013
- D. Special Contract Requirements for Bile/Pigua Bridge Replacement Project (previously submitted)
- E. Written Authorization to release documents for Invitation for Bid inclusive of Plans, Bid Book, CATEX documents, Engineer's Estimate, and checklists dated November 29, 2013
- F. Log of Distribution of Invitation for Bid dated December 3, 2013
- G. Invitation for Bid for Bile/Pigua Bridge Replacement Project

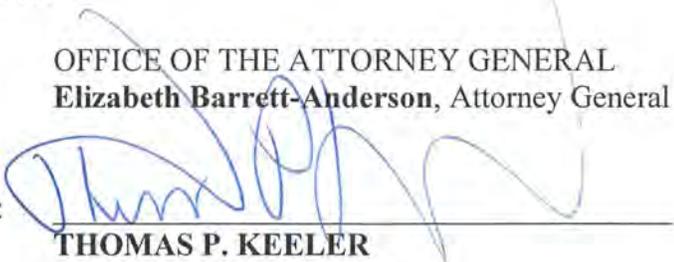
OPA Note: To view file in its entirety, please see bound file labeled "Tab 15".

- H. Bid Conference Attendance Sheet dated December 10, 2013
- I. Pre-Bid Conference Agenda
- J. Pre-Bid Meeting Minutes for meeting dated December 10, 2013
- K. Logs of Distribution, confirming email – Addendums No. 1 – 2
- L. Log of Distribution, confirming email – Addendums No. 3
- M. Log of Distribution, confirming email – Addendums No. 4
- N. Log of Distribution, confirming email – Addendums No. 5
- O. Project Contract – unsigned
- P. Log of Bids Received dated February 12, 2014
- Q. Korando Corporation response to IFB dated February 12, 2014
- R. IMCO General Construction, Inc.
- S. Bid Analysis dated March 4, 2014
- T. Engineers Estimate – Bid Tabulation
- U. Notice to IMCO Gen. Const. of Notice of Award to Korando Corporation dated March 11, 2014
- V. Notice to Korando Corporation of Notice of Intent to Award dated March 11, 2014

Dated this 22<sup>nd</sup> day of October, 2015.

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

By:

  
\_\_\_\_\_  
**THOMAS P. KEELER**  
Assistant Attorney General

**PARSONS TRANSPORTATION GROUP**

**PROCUREMENT DOCUMENTS**

**(some duplicates)**

**(DVD)**



OPA-PA-15-009  
APPEAL  
RECORD OF PLANNING  
(DVD)



Certification of Completed  
Procurement Record dated  
May 02, 2014

**CERTIFICATION OF COMPLETED  
PROCUREMENT RECORD**

**FOR**

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

**PREPARED BY:**



**HIGHWAY DIVISION  
DEPARTMENT OF PUBLIC WORKS  
GOVERNMENT OF GUAM**

**2013**

**CERTIFICATION OF COMPLETED PROCUREMENT RECORD**

**Instructions:** After ascertaining the statement's accuracy and truthfulness, the agency's procurement officer (director or head of agency) must sign the certification below to indicate that the agency has kept a complete procurement record of all documents required by law. The checklist below is provided to ensure that the record is complete, and must be filled out by the procurement officer or administrator. The checklist is comprised of every item that is required by law for an invitation for bid (IFB) or a request for proposal (RFP), and therefore every item, except as noted below, must be checked for the resulting contract to be considered legally sufficient. Please assemble the procurement record in the order stated below and place it in a three-ring binder, with visible tabs for each of the items below appearing in numerical order.

**IFB/RFP No.:** **BILE/PIGUA BRIDGE REPLACEMENTS**      **Contractor:** **KORANDO CORPORATION**  
**Project No. GU-NH-NBIS(007)**

- 1. Published notice in newspaper of general circulation
- 2. Procurement Package (IFB or RFP) issued to bidders or offerors
- 3. Log of distribution of procurement package
- 4. Amendments to IFB or RFP, if any were issued
- 5. Log of distribution of amendments to IFB or RFP, but only if amendments were issued
- 6. Minutes or summary of pre-bid conferences, but only if conferences were held – **(See Item 4, Addendum No.1)**
- 7. Logs of attendees of pre-bid conferences, but only if conferences were held- **(See Item 4, Addendum No.1)**
- 8. Written questions from bidders or offerors, but only if questions were received- **(See Item 4, Addendum No.1)**
- 9. Written answers, but only if questions were received – **(See Item 4, Addendum No.1)**
- 10. Proof that written answers were provided to all potential bidders or offerors, but only if any questions were received
- 11. Log of bids or registry of proposals received – **(See Attachment "C")**
- 12. Each bid or proposal received
- 13. Evaluation of proposals or analysis of bids (bids are not required by law to be analyzed, but may be)
- 14. Tabulation of evaluations or analysis (tabulations are not required by law but recommended)
- 15. Letters to bidders concerning outcome of bid: for offerors, letters informing them of ranking and letter to best qualified offeror inviting negotiations
- 16. Memorandum of evaluations and negotiations (only required for RFP's)
- 17. Notice of Intent to Award – **(See Attachment "F")**
- 18. Any and all communications from or to anyone concerning any part of the IFB or RFP
- 19. Contract, including all draft versions – **(See Enclosed Formal Contract)**
- 20. Bid protests, if any, and responses thereto
- 21. Any determination required by law as may fit the circumstances

**CERTIFICATION:** Pursuant to 5 GCA §5250. I hereby certify under penalty of perjury that I am the procurement officer responsible for administering the solicitation of the acquisition referenced above, and that I have caused to be prepared and now maintain a full complete record of the procurement as required by law.

Signature: \_\_\_\_\_  
Print Name: CARL V. DOMINGUEZ      Date: 5/2/14  
DPW Director

**AG 13-0185**  
**March 20, 2013**

C

Copy of Publication of Request  
for Proposal dated  
September 24, 2013

# Kenyan mall held by Islamists, 68 dead

NAIROBI (Reuters) — Heavy and sustained gunfire was heard at the Nairobi shopping mall where at least 68 people were killed by a Somali Islamist group, a Reuters witness reported on Monday, suggesting an assault by Kenyan security forces.

As the siege entered its third day, a Reuters witness at the scene heard heavy and sustained gunfire for about five minutes. The blast of gunfire was followed by a lull, and then a series of small, sporadic explosions occurred.

Kenya's military had earlier said on its Twitter feed that it was making every effort to bring the siege "to a speedy conclusion." When asked about the gunfire,

*There was no clear word on the fate of people said to be held by a dozen or so gunmen in a supermarket.*

Kenya's military spokesman Col. Cyrus Oguna said he could not comment.

Kenya Red Cross Secretary General Abbas Gullet confirmed to Reuters that there was fighting going on in the mall.

On Sunday night, Oguna said there had been an operation under way since early on Sunday. Troops stormed the upmarket Westgate mall at lunchtime on Saturday. Oguna said most of those trapped in the complex were free.

"Most of the hostages have been released, and the Kenya Defence Forces has taken control of most parts of the building," Oguna told local station KTN, giving no details. He told Britain's Sky News late on Sunday: "A large number of hostages have been rescued since this morning."

He made no mention of killing or capturing militants, but said commanders hoped to end the operation "very, very soon."

Reuters journalists outside the mall heard only very occasional gunfire and an explosion. There was no clear word on the fate of people said to be held by a dozen or so gunmen in a supermarket.

# Syrian opposition group is willing to attend Geneva talks

AMMAN (Reuters) — The head of the Syrian National Coalition has said the group is ready to attend a proposed Geneva conference to end the civil war, if the talks aim to establish a transitional government.

It was the first clear commitment by the Western- and Arab-backed coalition to attend the proposed conference, but other opposition voices, including rebels inside Syria, said they were against talks as long as Bashar al-Assad remains president.

The SNC — made up mostly of exiled anti-Assad figures — had dithered over whether to attend the U.S. and Russian sponsored talks, especially after a chemical weapons attack on Aug. 21 that killed hundreds of people in Damascus.

In a letter to the U.N. Security Council dated Sept. 19, seen by Reuters, SNC President Ahmad Jarba said the coalition "reaffirms its willingness to engage in a future Geneva Conference."

But "all parties must ... agree that the purpose of the conference will be the establishment



Ahmad Jarba, head of the opposition Syrian National Coalition, speaks to journalists in the courtyard of the Elysee Palace after a meeting with French President Francois Hollande in Paris, Aug. 22. *Reuters*

of a transitional government with full executive powers."

Responding to his critics, Jarba said after meeting French Foreign Minister Laurent Fabius in Paris on Sunday that the letter does not contradict the goals of the two and a half year old uprising to bring down Assad's autocratic rule.

In the letter, the SNC's Jarba called on the U.N. Security Council to make any resolution on Assad's chemical weapons subject to Chapter 7 of the U.N. charter, which could authorize the use of force in case of non-compliance.

# SKorea urges NKorea to resume reunions

SEOUL (AFP) — South Korea urged North Korea to review its decision to postpone a reunion for families separated by the Korean War, saying it had "deeply wounded" those chosen to participate.

Hundreds of divided family members from both Koreas were scheduled to meet at the North's Mount Kumgang resort from Wednesday in the first

such reunion for three years.

But the North abruptly announced on Saturday that it was putting the event on indefinite hold, blaming the "hostile" attitude of the South Korean government.

"The North should allow the reunion event to go ahead as soon as possible, to heal the wounds and suffering of the divided family members," spokesman

Kim Eui-Do told reporters.

Millions were separated from their families during the 1950-53 conflict that sealed the division of the Korean peninsula.

About 72,000 South Koreans — nearly half of them aged over 80 — are still alive and wait-listed for a chance to join the highly sought-after reunion events, which select only up to a few hundred each time.



The Honorable Eddie Baza Calvo, Governor of Guam  
The Honorable Raymundo Torres, Lieutenant Governor of Guam

## INVITATION FOR BID

The Honorable Eddie Baza Calvo, Governor of Guam, and the Honorable Raymundo Torres, Lieutenant Governor of Guam through the Director of the Department of Public Works (DPW) is soliciting Sealed bids for the following project:

TITLE	PROJECT #	DESCRIPTION	ISSUE DATE	PR. #/A. CEN#	ANTICIPATED BID OPENING	ANTICIPATED LETTER OF INTENT TO AWARD	ANTICIPATED HTP	APPROXIMATE CONSTRUCTION VALUE	CONTRACT PERIOD
Inarajan North Leg (As-Misa) Bridge Rehabilitation	GU-NR-0004(110)	Project includes rehabilitation of existing bridge including new approach slabs, scour repair and abutment protection	24-Sept-13	1-Oct-13	30-Oct-13	19-Nov-13	9-Jun-14	\$1.0M - \$5.0M	90 days
Route 26/Route 25 Intersection Improvements	GU-NH-0028(089)	Project includes reconstruction of the Route 26/Route 25 Intersection	1-Oct-13	8-Oct-13	8-Nov-13	13-Nov-13	3-Apr-14	\$1.0M - \$5.0M	240 days
Tiyan Parkway, Phase I	GU-NR-007P(002)	Project includes an arterial roadway from Route 8 to Sunset Boulevard	20-Oct-13	5-Nov-13	4-Dec-13	24-Dec-13	16-Jul-14	\$5.0M - \$10.0M	365 days
Bile/Pigus Bridge Replacements	GU-NH-NBIS(007)	Project includes replacement and widening of the Route 4 bridges over the Bile River and Pigus River	19-Nov-13	3-Dec-13	8-Jan-14	28-Jan-14	18-Aug-14	\$12M - \$5.0M	450 days

## REQUEST FOR PROPOSAL

for the following projects are also being solicited:

TITLE	PROJECT #	DESCRIPTION	ISSUE DATE	PRE PROPOSAL MEETING	PROPOSAL SUBMITTAL DEADLINE	EVALUATIONS & INTERVIEWS	ANTICIPATED LETTER OF INTENT TO AWARD
Technical Support Services Islandwide Archaeological	GU-NH-PSAS(002)	Procurement of Professional Archaeological Services to support design and construction phases of Guam Transportation Improvement Plan projects	8-Oct-13	15-Oct-13	13-Nov-13	18-Nov-13	28-Nov-13
Roadway and Bridge Design Services	GU-NH-RBDS(002)	Procurement of Professional Roadway and Bridge Design Services to support design phases of Guam Transportation Improvement Plan projects	22-Oct-13	29-Oct-13	27-Nov-13	2-Dec-13	10-Dec-13

**NOTES FOR INVITATION FOR BID:**

- Sealed bids should be submitted in envelopes at the 2nd Floor, Division of Highway Building Room 201, Department of Public Works, 342 North Marine Corps Drive, Tamuning, Guam 96913, on or before 12:00 P.M. on the date specified above. After this time the bids will be publicly opened and read aloud in the public.
- Contact time is per the calendar days after the issuance of Addendums to Printed as specified above. All bids must be accompanied by a bid security in the amount of 15% of the bid total amount. Anticipated form of bid security may be bid form, certified check or cashier's check payable to the Treasurer of Guam.
- Bid documents can be obtained on site at the 2nd Floor, Division of Highway Building Room 201, Department of Public Works, 342 North Marine Corps Drive, Tamuning, Guam 96913. All bidders who intend the corresponding bid documents will be officially filed in the Government's Distribution Room as pre-qualified bidders for future transportation projects. At the DPW's discretion, the DPW may provide for dissemination electronically via CD. CD will be the Federal Highway Administration (FHWA) website or [www.gdps.gov.gu](http://www.gdps.gov.gu). Bidders should contact the DPW to obtain a copy of the "Approved Specifications for Construction of Roads and Bridges on Federal Highway Projects (R-22)". The invitation for bid can also be downloaded at [www.gdps.gov.gu](http://www.gdps.gov.gu) under the "Procurement" section.
- The number of all items shall be as approved here by the Undersecretary of Treasury (USD) as "Compelling" Meeting Certificate of Authority as Applicable Business and Acceptable Treasury Company. The period amount of the bond shall not exceed the security underlying the bond as set forth in the Department of Treasury bid. A maximum bid cap of Certificate of Authority is also included.
- Pre-bid conferences will be held on the dates specified above, at 9:00 A.M. at the 2nd Floor, Conference Room 201, Division of Highway Building, Department of Public Works, 342 North Marine Corps Drive, Tamuning, Guam 96913. All prospective bidders are encouraged to attend. Items discussed during pre-bid conferences will be made part of the contract documents.

**NOTES FOR REQUEST FOR PROPOSAL:**

- Copy of Request for Proposal may be obtained at the 2nd Floor, Division of Highway Building Room 201, Department of Public Works, 342 North Marine Corps Drive, Tamuning, Guam 96913 on the date specified above. All RFPs submitted to the DPW may provide the dissemination electronically via CD. The Request for Proposal can also be downloaded at [www.gdps.gov.gu](http://www.gdps.gov.gu) under the "Procurement" section.
- Response to RFPs must be submitted to the Department of Public Works, 2nd Floor, Room 201, Division of Highway Building, Department of Public Works, 342 North Marine Corps Drive, Tamuning, Guam 96913 by 4:00 P.M. on the date specified in the RFP. The individual RFP will specify the exact time the response is due. Once approved an appropriate and any subject to change.

**GENERAL NOTES - ALL PROJECTS:**

- Please note that all RFP documents, copies of Payment for Proposal, and related Addendums can be obtained at the 2nd Floor, Division of Highway Building Room 201, Department of Public Works, 342 North Marine Corps Drive, Tamuning, Guam 96913. Submission of sealed bids and proposals in response to RFPs, as well as pre-qualified and pre-approved contractors, will require the approval of the Department of Public Works.
- Dear to all projects are subject to change. Addition by addenda will be provided in the event there are any change.

CARL Y. GOENHUES, DIRECTOR  
Department of Public Works

Web: [www.gdps.gov.gu](http://www.gdps.gov.gu) for program information and download bid.



The Honorable Eddie Baza Calvo  
The Honorable Raymundo Torres

## public works

CARL Y. GOENHUES, DIRECTOR

CARL Y. GOENHUES, DIRECTOR

The Honorable Eddie Baza Calvo, Governor of Guam  
The Honorable Raymundo Torres, Lieutenant Governor of Guam

The Honorable Eddie Baza Calvo, Governor of Guam  
The Honorable Raymundo Torres, Lieutenant Governor of Guam



**GTP**  
The High-Density  
TRANSPORTATION  
PROGRAM

# Special Contract Requirements for Bile/Pigua Bridge Replacement Project

**BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
PROJECT NO.: GU-NH-NBIS(007)**

**EDDIE BAZA CALVO  
GOVERNOR OF GUAM**

**RAY TENORIO  
LIEUTENANT GOVERNOR OF GUAM**

**PREPARED BY:**



I HEREBY CERTIFY THAT THESE SPECIAL  
CONTRACT REQUIREMENTS HAVE BEEN  
PREPARED BY ME OR UNDER MY DIRECT  
SUPERVISION.



I HEREBY CERTIFY THAT THESE SPECIAL  
CONTRACT REQUIREMENTS HAVE BEEN  
PREPARED BY ME OR UNDER MY DIRECT  
SUPERVISION.



I HEREBY CERTIFY THAT THESE SPECIAL  
CONTRACT REQUIREMENTS HAVE BEEN  
PREPARED BY ME OR UNDER MY DIRECT  
SUPERVISION.

**November 25, 2013**

**PREPARED FOR**



**DIVISION OF HIGHWAYS  
DEPARTMENT OF PUBLIC WORKS  
GOVERNMENT OF GUAM**

**DIVISION OF HIGHWAYS  
DEPARTMENT OF PUBLIC WORKS  
GOVERNMENT OF GUAM**

**November 25, 2013**

**SPECIAL CONTRACT REQUIREMENTS**

**FOR THE**

**BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
PROJECT NO.: GU-NH-NBIS(007)**

**THIS CONTRACT CITES STANDARD SPECIFICATIONS**

**FOR**

**CONSTRUCTION OF ROADS AND BRIDGES ON  
FEDERAL HIGHWAY PROJECTS, FP-03**

**AND IS**

**MADE PART OF THIS CONTRACT  
SUBJECT TO SUPPLEMENTS AND MODIFICATIONS  
MADE UNDER THE SPECIAL CONTRACT REQUIREMENTS**

**PROJECT DESCRIPTION**

The project involves the reconstruction and widening of the Bile and Pigua Bridges to address the immediate concerns to the structural integrity of both existing bridges. The bridges are approximately 730 feet apart and located within the village of Merizo in the southern part of Guam along Route 4. These bridges will be constructed with an increase span to widen the existing river opening at the bridges and will include all necessary river embankment upgrades along the upstream and downstream approaches within the proposed right-of-way.

The Option 1 (Bridge) scope of improvements entails the demolition of each existing bridge, which will be accomplish in two phases, and the construction of a two lane bridge with shoulders, bridge rails and guard rails all within the confines of the proposed 80 feet master plan rights-of-way along the existing Route 4 corridor. Included with this scope are the required real estate acquisitions and severance maps to acquire the right-of-way corridor within the limits of the new bridges.

The Option 2 (3-Sided Culvert) is a pre-engineered/pre-manufactured precast concrete culvert by ConTech/ConSpan as detailed in this contract documents or a 3-sided flat topped concrete culvert designed by the contractor. The scope of improvements is similar to that of Option 1 (Bridge).

In addition, the road approaches to the bridges will be reconstructed and widen to include, asphalt concrete pavement approach ramps, paved shoulders, installation of ample warning and traffic regulatory signage and pavement markers and markings to direct vehicular movement throughout the limits of this project site, and any other roadway appurtenances, where applicable, to provide for a complete, usable and safe facility. Scope will also include the rerouting of exiting utilities that will be affected by the bridge construction.

**PROJECT LOCATION**

This Project is located in the Village of Merizo.

**BILE / FIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
PROJECT NO.: GU-NH-NBIS(007)**

**EDDIE BAZA CALVO  
GOVERNOR OF GUAM**

**RAY TENORIO  
LIEUTENANT GOVERNOR OF GUAM**

**PREPARED BY:**



**PREPARED FOR:**



**DIVISION OF HIGHWAYS  
DEPARTMENT OF PUBLIC WORKS  
GOVERNMENT OF GUAM**

**November 25, 2013**

**RECOMMENDED BY:**

**EUGENE A. NIEMASZ, P.E.  
Acting Chief Engineer-Highways  
Department of Public Works  
(Governor's Temporary Appointment 11-08-2013)**

11/27/2013  
Date

**APPROVED BY:**

**CARL V. DOMINGUEZ  
Director  
Department of Public Works**

11/29/13  
Date

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PLANS ..... BOUND SEPARATELY

**INVITATION FOR BID**

The Governor of Guam, Honorable Eddie Baza Calvo, through the Department of Public Works, is soliciting bids for **BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE) PROJECT NO.: GU-NH-NBIS(007)**. Interested parties are required to submit two (2) copies and one (1) original of their sealed bids to the Division of Highways Building, Room 201, 2<sup>nd</sup> Floor, Department of Public Works Office, 542 North Marine Corps Drive Upper Tumon, Guam 96913, no later than 2:00 p.m., on **February 12, 2014**. Bids will be publicly opened and read aloud shortly afterwards in the Department of Public Works Division of Highways Building, Conference Room.

Contract time is **450 calendar days** after issuance of Notice to Proceed. All bids must be accompanied by a bid security in the amount of 15% of the total bid amount. Bid security may be made by a bid bond, certified check, or cashier's check made payable to the Treasurer of Guam. Documents can be obtained from the Department of Public Works, Division of Highways Building commencing on **December 3, 2013**. The surety companies offered must be on the approved listing by the United States Department of Treasury listed as "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies".

All interested parties are hereby notified that minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color and national origin in consideration for an award.

The right is reserved to reject any or all bids and to waive any imperfection in the bids in the best interest of the Government of Guam.

A pre-bid conference will be held on **December 10, 2013** at 9:00 a.m. at the Department of Public Works, Division of Highways Building Conference Room. An investigation of the site to allow prospective bidders to familiarize themselves with said project will be conducted after the pre-bid conference. All prospective bidders are encouraged to attend. Items discussed during the pre-bid conference will be made part of the contract documents.

  
**CARL V. DOMINGUEZ**  
Director  
Department of Public Works

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## **INSTRUCTIONS TO BIDDERS**

### **1. RECEIPT AND OPENING OF BIDS**

One (1) Original and two (2) copies of the sealed bids for **BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE), PROJECT NO.: GU-NH-NBIS(007)**, will be received at the Division of Highways Building, Room 201, 2<sup>nd</sup> Floor, Department of Public Works (DPW) until **2:00 p.m.**, on the date indicated in the INVITATION FOR BID at which time and place all bids will be publicly opened and read aloud at the DPW Office in the Conference Room at the Division of Highways Building, Room 201, 2<sup>nd</sup> Floor.

Bids shall be made on forms furnished by the Department of Public Works and shall be enclosed in a sealed envelope addressed to the Director, Department of Public Works, 542 North Marine Corps Drive Upper Tumon, Guam 96913 and endorsed on the outside with the name and address of the bidder and the title "**BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE), PROJECT NO.: GU-NH-NBIS(007)**". Bidders shall submit the completed Bid Schedule for only one option, either Option 1 (Bridge) or Option 2 (3-Sided Concrete Culvert).

Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon the Contractor in the Agreement, but bidders shall expressly make certain of the representations and warrants made therein. No effort is made to emphasize any particular provision of the contract, but bidders must familiarize themselves with every provision and its effect.

### **2. MODIFICATION PRIOR TO DATE SET FOR OPENING BIDS**

The right is reserved for the DPW to revise or amend the specifications or drawings, or both, prior to the date set for opening bids. If the revisions and amendments are of a nature which requires material changes in quantities or prices to be bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the DPW will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

### **3. EXPLANATION TO BIDDERS**

No oral explanation in regard to the meaning of the drawings and specifications will be made and no oral instructions will be given before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of drawings and specifications shall be communicated in writing to the DPW for interpretation. All written inquiries shall be submitted, **no later than 12:00 noon (GST), January 3, 2014**. Bidders should act promptly and allow sufficient time for a reply to reach them. Every interpretation made to a bidder will be in the form of an addendum to the contract documents which, if issued, will be sent as promptly as practicable to all persons to whom the drawings and specifications have been issued. All such addenda shall become part of the contract documents.

### **4. DELIVERY OF BID**

No proposal will be considered unless received at the place specified in the advertisement of the Invitation for Bid before the time specified for opening all bids. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. Proposals received after the bid opening time shall be returned to the bidder unopened.

### **5. WITHDRAWAL OR REVISION OF BID**

A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal. The bidder's request for withdrawal must be received by the DPW in writing or by telegram before the

time specified for opening bids. A FAX or similar request for withdrawal will not be accepted. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids. Negligence on the part of the bidder in preparing the bid confers no right to withdrawal of the bid after it has been opened.

**6. PUBLICITY OF BIDS**

At the time fixed for the opening of bids, the contents of the bids will be made public for the information of bidders and others properly interested who may be present, either in person or by representation.

**7. RIGHT TO ACCEPT AND REJECT BIDS**

The Department of Public Works reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in its sole and absolute judgment will under all circumstances best serve the DPW's interests, or to reject the bid of a bidder who is not in a position to perform the contract.

**8. AWARD OF CONTRACT**

- 8.1. The contract will be awarded, if it is to be awarded, as soon as possible to the lowest responsible and responsive bidder for either Option 1 (Bridge) or Option 2 (3-Sided Culvert).
- 8.2. The DPW reserves the right to waive any informality in bids received when such waiver is in the interest of the Government. The DPW also reserves the right to accept any item in the bid and to reject any item in the bid unless otherwise specified by the Government or the bidder.
- 8.3. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the owner, along with the fully executed surety bond or bonds as security for faithful performance of this contract and the fully executed surety bond or bonds as security for the payment of all persons performing labor and furnishing materials in conjunction with this contract, as specified in the Contract Documents, within **21** calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.
- 8.4. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the owner's approval to be bound by the successful bidder's proposal and the terms of the contract.
- 8.5. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the **21 calendar day period** specified shall be just cause for cancellation of the award and forfeiture of the bid guarantee, not as a penalty, but as liquidation of damages to the owner.

**9. PERFORMANCE AND PAYMENT BOND**

The successful bidder must deliver to the DPW an executed performance and payment bond (form attached) and an executed payment bond (form attached) in an amount equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and for security payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds must be on the approved listing by the United States Department of Treasury listed as "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and

Acceptable Reinsuring Companies". Refer to Subsection 102.06 for all bond requirements. The bonds must be approved by the Government prior to execution of the formal contract. A notarized true copy of Certificate of Authority is also required.

**10. CANCELLATION OF AWARD**

The Department of Public Works reserves the right to cancel the award of any contract at any time before the execution of same.

**11. TIME OF COMPLETION**

The Contractor shall commence work on the date specified in the initial Notice to Proceed (NTP) and shall complete the work required under this contract within **450 calendar days** of NTP.

In the event that the Contractor does not complete the work within the time specified, liquidated damages will be assessed as stated in Subsection 108.04 of the Standard Specifications (FP-03).

**12. BID/PROPOSAL DOCUMENTS**

Bid/proposal forms may be obtained at the Department of Public Works, Division of Highways Building in Upper Tumon, Guam. Copies of these documents may be obtained for the non-refundable purchase price as indicated on the Invitation for Bid. Payment must be made by cash or certified/cashier check made payable to the Treasurer of Guam.

This invitation for bids consists of the following documents:

- 12.1 Bid Invitation Documents
  - 1. Invitation For Bid (Do not submit double-sided)
  - 2. Instruction to Bidders
  - 3. Notice to Bidders
  
- 12.2 Bid Submittal Documents (Do not submit double-sided)
  - 1. Bid Bond Form
  - 2. Bid Proposal Form
  - 3. Affidavit re Non Collusion
  - 4. Affidavit Disclosing Ownership and Commissions
  - 5. Certification of Non-Segregated Facilities (Contractor/Sub-Contractors)
  - 6. Affidavit re No Gratuities or Kickbacks
  - 7. Affidavit re Ethical Standards
  - 8. Declaration re Compliance with US DOL Wage Determination
  - 9. Affidavit re Contingent Fees
  - 10. Certification Forms for Lobbying 49 CFR part 20
  - 11. Statement for Loan Guarantees and Loan Insurance 49 CFR part 20
  - 12. Bid Schedule - Option 1 (Bridge) or Option 2 (3-Sided Concrete Culvert)
  
- 12.3 Contract Documents
  - 1. Formal Contract (Do not submit double-sided)
  - 2. Performance and Payment Bonds (Do not submit double-sided)
  - 3. Special Contract Requirements (SCR)
  - 4. Standard Specifications (FP-03)
  - 5. Notice of Intent to Award
  - 6. Guam Labor Regulation Standards
  - 7. Amended Common Construction Prevailing Wage Rates for Guam

8. U.S. Davis-Bacon Wage Rates (Guam) General Decision: GU 130001 01/04/13  
GU1
9. Declaration Re: Compliance with USDOL Wage Determination
10. Technical Specifications
11. Drawings

**13. PREPARATION AND SUBMISSION OF BIDS**

- 13.1 The bidder must submit his bid on the forms furnished by the Department of Public Works. All blank spaces on the bid form and bid schedules must be correctly filled in, and the bidder must state the total lump sum cost for each bid item based on the unit price and corresponding estimated quantities, (typed or written in ink, both in words and numerals) which he proposes for the work contemplated as well as all the materials required. In case of conflict between words and numerals, the words, unless obviously incorrect, will govern. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the bid form or irregularities of any kind may be rejected by DPW. The bidder must supply all the information required by the proposal forms and specifications.

The bidder shall submit the completed bid documents for only one option, either option 1(Bridge) or option 2(3-sided concrete culvert). Do not submit bid documents for both options.

- 13.2 The bidder shall sign his proposal in the blank space provided therein. Each bid must give the full business address of the bidder and be signed by him with his usual signature. If the proposal is made by a partnership, it must be acknowledged by one of the partners, if made by a corporation, by one of the authorized officers thereof. Bids by partnerships must furnish the full names of all partners and must be signed in the name of the partnership by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporation must be signed with the legal name of the corporation, followed by the name of the State of Incorporation and by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "agent" or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Department, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
- 13.3 Bids shall be enclosed in a sealed envelope which shall be marked and addressed as required herein in Section 2 titled "Receipt and Opening of Bids."

**14. BID GUARANTEE**

Each proposal must be accompanied by a bid guarantee in the amount of not less than fifteen percent (15%) of the amount of the bid. Failure to furnish a bid guarantee in the proper amount may cause rejection of the bid. Such guarantee shall be in the form of a firm commitment such as a bid bond, cashier's check or certified check made payable to the Treasurer of Guam. Such bid bond or check shall be submitted with the understanding and agreement that it shall guarantee that the bidder will not withdraw his bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids; that if his bid is accepted within the sixty (60) day period, he will enter into a formal contract with the

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

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

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

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

**15. ADDITIONAL BIDDER RESPONSIBILITIES**

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

**16. NON-COLLUSION AFFIDAVIT**

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

**17. AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSION:**

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

person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amount of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.

Failure by any bidder to submit the Affidavit Disclosing Ownership and Commissions form included in the bid documents shall result in the rejection of his bid.

**18. PENALTY FOR FRAUD, BRIBERY AND OTHER VIOLATIONS**

- 18.1 The bidder is cautioned to carefully observe local and federal statutes and regulations involving fraud, bribery and other violations with regard to procurement of contracts and construction of public works, and take special note of the criminal penalties in connection with said violations.
- 18.2 Accordingly, the bidder represents, as a condition of the submission of his bid, that he has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in Section 11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulation.

**19. REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES:**

The bidder, offeror, or contractor represents that he has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in Chapter 11, (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

**20. MINIMUM WAGES**

All persons employed on this project shall be paid not less than the prevailing minimum wage applicable to the corresponding skill or craft as determined by the U.S. Department of Labor and Department of Labor, Government of Guam. Attached is a Memorandum from the FHWA dated June 26, 2008 regarding applicability of prevailing wage rates for Federal Aid Construction projects to be adhered to by the Contractor and its Subcontractors.

**21. BUILDERS ALL RISK INSURANCE**

The Contractor shall purchase or otherwise provide Builders All Risk Insurance for the entire project, see subsection 107.05.

**22. APPRENTICE TRAINING PROGRAM**

Pursuant to Executive Order No. 2012-04, the contractor shall employ at least one (1) apprentice for every ten (10) workers for the duration of the project, and not less than one (1) apprentice per project. This requirement may be waived only if the Department of Public Works and the Guam Community College both certify that no apprentice is available.

The Executive Order applies to all public works construction projects such as the erection, maintenance, rehabilitation, repair, or demolition of any public building, roadway, or any public facility as defined in

§50106 of Title 5, GCA, and applies to all departments and agencies within the government of Guam. It also applies only to projects over One Hundred Thousand Dollars (\$100,000.00)

Only Apprenticeship Programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and the Guam Community College or the Guam Contractors Association, qualify for participation in the Apprenticeship Program.

The Director of the Department of Public Works shall monitor the compliance with this Executive Order and enforce and exercise authority to achieve the objectives of the Executive Order and shall report to the Guam Community College on a quarterly basis, the impact of this program.

The Guam Department of Labor shall inform all employers applying for H-2 alien labor certification that to qualify for government of Guam construction projects, all conditions of Executive Order No. 2012-04 shall be met.

**23. COMPLIANCE TO PUBLIC LAW 28-98: Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.**

The final contract between DPW and the awardee shall include the following provisions:

(1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and

(2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

**24. COMPLIANCE TO PUBLIC LAW 24-100, PRODUCTS MANUFACTURED FROM RECYCLED GLASS**

Pursuant to 5 G.C.A. Section 5218, any individual or company submitting a response to this solicitation shall include the purchase of available recycled glass pulverized on Guam or appropriate products manufactured therefrom. The contract awarded under this solicitation shall determine the suitable percentage of recycled glass to be used in the project and, as a condition of the award of the contract, shall require the contractor to identify and certify in writing the percentage of recycled glass contained in the material offered. The acceptable percentage of recycled glass has been determined to be 0% for this project.

**25. TERMINATION OF WORK ON FAILURE TO PAY AGREED WAGES**

In the event it is found by the Contracting Officer that any laborer or mechanic employed by the Contractor has been or is being paid a rate of wages less than the rate of wages required to be paid, the Government of Guam may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages, and to prosecute the work to completion by contract or otherwise; and the Contractor and his sureties shall be liable to the Government of Guam for any excess costs occasioned the Government of Guam thereby.

**\*\*\* END OF INSTRUCTIONS TO BIDDERS \*\*\***

## NOTICE TO BIDDERS

### 1. Intent of Contract

The intent of the contract is to provide for the construction, complete in every detail, of the work described. The contractor shall complete the work according to the plans, specifications, and terms of the contract.

### 2. Solicitation Instruction and Conditions

The submittal of a proposal does not commit the Department of Public Works (DPW) to award a contract or to pay any cost incurred in the preparation of the proposal. The Contracting Officer is the only individual who can act on behalf of DPW to initiate the obligations of DPW for the expenditure of associated funds for the project.

### 3. Adjustment of Items

Should extra work be required, should certain work be omitted, or should the quantities of certain items of work be increased or decreased by written order or approval be the Contracting Officer, adjustment in contract price will be made according to *Section 109 Measurement and Payment*.

### 4. General

DPW hereby notifies all bidders that it will affirmatively insure that Small Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated on the grounds of race, color, sex or national origin in consideration for an award.

DPW reserves the right to reject any or all bids and to waive any imperfection/defects in the bids in the interest of the Government.

Unless noted elsewhere in the contract documents, the Contractor shall provide and pay for all labor, materials, tools, equipment, water, power, transportation, superintendence, temporary construction of every nature and all other services and facilities necessary to execute, complete and deliver the work within the specified time frame.

### 5. Contract Time

The contract time for this project is **450 calendar days** from the issuance of Notice to Proceed. The Contractor is reminded that the contract time is established for a variety of reasons, and DPW expects delivery of the completed project by the completion date. Any extension in the contract time will be made according to *Subsection 108.03 of the Standard Specifications (FP-03)*.

### 6. Liquidated Damages

It is understood and agreed that the liquidated damages will be assessed against the contractor for each calendar day beyond the completion date of the construction contract. *Refer to Subsection 108.04 of the Standard Specifications (FP-03)*.

**7. Progress Schedule**

- a. **Progress Chart:** In accordance with the requirements of the contract, the Contractor shall prepare and submit to the Contracting Officer for approval, a construction schedule. The Contractor shall update the progress chart at monthly intervals or at intervals as directed by the Contracting Officer. The revised chart shall reflect all changes occurring since the last updating and shall be submitted to the Contracting Officer for review and approval. In addition, if the project is behind schedule, the Contractor shall submit a narrative report describing the problem areas and an explanation of corrective measures taken or proposed to complete the project within contract time.
- b. **Network System:** The Contractor shall use the Critical Path Method (CPM) and/or the Program Evaluation and Reporting Technique (PERT) for the construction scheduling.

**8. Maintenance**

The Contractor is responsible of all maintenance including the traffic and roadway within the construction and or grading limits from the date of Notice to Proceed until final acceptance of the project.

**9. Penalty for Fraud, Bribery and Other Violations**

The Bidder is cautioned to carefully observe local and federal statutes and regulations involving fraud, bribery, and other violations regarding procurement of contracts and construction with the Government. The Bidder is advised to take special note of the criminal penalties concerning said violations.

**10. Buy America Provision**

The "Buy America" provisions in the Surface Transportation Act of 1982 are applicable to this contract. Refer to Subsections 102.07 and 105.01.

**\* \* \* END OF NOTICE TO BIDDERS \* \* \***



OFFICE OF THE GOVERNOR  
HAGÁTÑA, GUAM  
U.S.A.

EXECUTIVE ORDER NO. 2012-04

RELATIVE TO AMENDING EXECUTIVE ORDER NO. 2000-10 TO  
PROMOTE ON-THE-JOB TRAINING AND THE HIRING APPRENTICES  
FOR GOVERNMENT OF GUAM CONSTRUCTION PROJECTS

WHEREAS, on April 11, 2000, Executive Order No. 2000-10 *Relative to Enhancing the Apprentices Training Program Through Hiring of Apprentices for Government of Guam Construction projects* was enacted for the purpose of requiring the employment of apprentices to assist the Guam Department of Labor in encouraging the employment and training of local labor in the construction industry; and

WHEREAS, since the enactment of Executive Order No. 2000-10, other certified apprentice training programs, including programs supported by the Department of Public Works which offer on-the-job (OJT) training, have become available to supplement the existing programs offered by the Guam Contractors Association and the Guam Community College; and

WHEREAS, apprenticeship programs provide valuable local labor opportunities for individuals desiring to learn new skills and enter the construction industry, thus lowering unemployment levels and reducing dependency on alien workers; and

WHEREAS, it is in the best interest of the Territory to require the employment of apprentices on Government of Guam construction projects; and

NOW, THEREFORE, I, EDWARD J.B. CALVO, *I Maga'lahaen Guåhan*, Governor of Guam, by virtue of the authority vested in me by the Organic Act of Guam, as amended, do hereby ORDER that Executive Order No. 2000-10 is amended and re-enacted as follows:

1. **Government Policy.** It is the policy of the Government of Guam that all construction projects funded in whole or in part by local or federal funds shall require the contractor to employ at least One (1) apprentice for every Ten (10) workers for the duration of each project, and not less than One (1) apprentice per project. This requirement may only be waived if the contracting agency certifies that no apprentice is available.
2. **Application to All Construction of Public Works Projects over One Hundred Thousand Dollars (\$100,000).** This Executive Order applies to all public works construction projects such as the erection, maintenance, rehabilitation, repair, or demolition of any public building, roadway, or any public facility as defined in



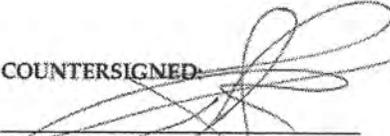
§50106 of Title 5, Guam Code Annotated, and applies to all departments, agencies, and public corporations within the Government of Guam, including autonomous agencies. It also applies only to projects over One Hundred Thousand Dollars (\$100,000).

3. **Qualification of Apprenticeship Programs.** Individuals enrolled in an apprenticeship program approved or sponsored by the Department of Public Works, including but not limited to any apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or the Guam Community College, or the Guam Contractors Association shall qualify as being eligible apprentices for purposes of this Executive Order.
4. **On-the-Job Training.** In lieu of persons enrolled in a formal apprenticeship program, a contracting agency may authorize contractors to employ individuals who will be supervised and engaged in on-the-job (OJT) training. The number of OJT apprentices employed in lieu of a single formal apprentice shall be determined by the contracting agency depending on the nature and size of the particular construction project.
5. **Monitoring and Enforcement.** The Procurement Officer of the contracting agency shall monitor and enforce compliance with this Executive Order.
6. **Part of any Invitation for Bid or Request for Proposal.** Every Government of Guam department, agency, or public corporation shall make compliance with this Executive Order a material part of any construction project solicitation and resulting contract.
7. **Guam Department of Labor to Inform Employers.** The Guam Department of Labor shall inform all employers applying for H-2 alien labor certification that to qualify for Government of Guam construction projects, all conditions of this Executive Order must be met.

SIGNED AND PROMULGATED at Hagåtña, Guam this 17th day of February, 2012.

  
EDWARD J. B. CALVO  
*I Maga'lahaen Guåhan*  
Governor of Guam

COUNTERSIGNED:

  
RAYMOND S. TENORIO  
*I Segunduma Maga'lahaen Guåhan*  
Lieutenant Governor of Guam



\*\*\* END OF EXECUTIVE ORDER NO. 2012-04 \*\*\*

**REQUIRED CONTRACT PROVISIONS**  
**FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## **II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such

an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities

and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to

carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all

projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

### **1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including

the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at

the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime

contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to

each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the

duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier

covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**\*\*END OF REQUIRED CONTRACT PROVISIONS\*\***

## **EXECUTIVE ORDER 11246 - EQUAL EMPLOYMENT OPPORTUNITY**

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

### **Part I - Nondiscrimination in Government Employment**

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

### **Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors**

#### **Subpart A - Duties of the Secretary of Labor**

**SEC. 201.** The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### **Subpart B - Contractors' Agreements**

**SEC. 202.** Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 203.** Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment,

employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 204** (a) The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

(b) The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

(c) Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

(d) The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

### **Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies**

**SEC. 205.** The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 206.** The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 207.** The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union

engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 208.** The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

#### **Subpart D - Sanctions and Penalties**

**SEC. 209.** In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall

be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 210.** Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

**SEC. 211.** If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 212.** When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### **Subpart E - Certificates of Merit**

**SEC. 213.** The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

**SEC. 214.** Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

**SEC. 215.** The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

#### **Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts**

**SEC. 301.** Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification

thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 302.** "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

**SEC. 303.** The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 304.** Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations

prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

**Part IV - Miscellaneous**

**SEC. 401.** The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 402.** The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

**SEC. 403.** Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

**SEC. 404.** The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

**SEC. 405.** This Order shall become effective thirty days after the date of this Order.

**\* \* \* END OF EXECUTIVE ORDER 11246 - EQUAL EMPLOYMENT OPPORTUNITY \* \* \***

## LABOR STANDARDS

### 1. PURPOSE AND SCOPE

These regulations are intended to aid in the enforcement of the minimum wage provisions of Public Law 10-143, Section 10307 dealing with Government of Guam assisted construction.

These regulations apply to any contract which is subject to Federal (or Local) Wage Standards and which is for the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the Government of Guam.

These regulations detail the obligation of Contractors and Subcontractors relative to the weekly submission of Statement regarding the wages paid for work covered by Public Law 10-143, Section 10300, Subsection A, thereby, sets for the circumstances governing the making of payroll deductions from wages of those employed on such work.

### 1. DEFINITIONS

As used in these regulations:

- 2.1. The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials or servicing and maintenance work. The terms include without limitations buildings, structures and improvements of all types, such as bridges, dams, highways, parkways, streets, tunnels, sewers, mains, powerlines, pumping stations, airports, terminals, docks, piers, wharves, ways lighthouse, buoys, jetties, breakwaters, levees and canals, dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with *fabrication or manufacture* at the site of such as building or work as described in the foregoing sentence, the manufacturer or furnisher of materials, articles, supplies or equipment (whether or not Government of Guam Agency acquired title to such materials, articles, supplies or equipment during the course of the manufacturer or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.
- 2.2. The terms "construction", "prosecution", "completion" or "repair" mean all types of work done on a particular building or work at the site thereof including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies or equipment at the site of the building or work, by persons employed at the site by the contractor or subcontractor.
- 2.3. The terms "public building" or "public works" include building or work for whose construction, prosecution, completion or repair as defined above. A Government agency is a contracting party, regardless of whether title thereof is in a Government agency.
- 2.4. The term "building" or work financed in whole or in part by loans or grants from the Government" includes building or work for whose construction, prosecution, completion or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Government agency. The term does not include building or work for which Government assistance is limited solely to loan guarantees or insurance.
- 2.5. Every person paid by a Contractor or Subcontractor in any manner for his labor in the construction, prosecution, completion or repair of a public building or public work or building, or work financed in whole or in part by loans or grants from the Government is

“employed” and receiving “wages”, regardless of any contractual relationship alleged to exist between him and the real employer.

- 2.6. The term “any affiliated person” includes a spouse, child, parent or other close relative of the contractor or subcontractor, a partner or officer of the contractor or subcontractor; a corporation, closely connected with the contractor or subcontractor, as parent, subsidiary or otherwise and officer or agent of such corporation.
- 2.7. The term “Government Agency” means the Government of Guam and all executive departments, independent establishments, administrative agencies and instrumentality of the Government of Guam, including corporation, all or substantially all of the stock of which is beneficially owned by the Government of Guam or any of the foregoing departments, establishments, agencies and instrumentalities.

### **3. WEEKLY STATEMENT WITH RESPECT TO PAYMENT OF WAGES**

- 3.1. As used in this Section, the term “employee” shall not apply to persons in classification higher than that of laborer or mechanic and those who are the immediate supervisor of such employees.
- 3.2. Each contractor or subcontractor engaged in the construction, prosecution, completion or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the Government of Guam, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by these regulations during the preceding weekly payroll period. The statement shall be executed by the Contractor, subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be in the following form: as attached on page B11-7.
- 3.3. The requirements of this section shall not apply to any contract of \$2,500.00 or less.
- 3.4. Upon written finding by the head of a Government agency, the Director of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of the section subject to such conditions as the Director of Labor may specify.

### **4. SUBMISSION OF WEEKLY STATEMENTS AND THE PRESERVATION AND INSPECTIONS OF WEEKLY PAYROLL RECORDS**

- 4.1. Each weekly statement as required under Part 3 shall be delivered by the contractor or subcontractor within seven (7) days after the regular payment date of the payroll period to a representative of a Government agency in charge at the site of the building or work. If there is no representative of the Government agency at the site of building or work, the statement shall be delivered by the contractor or subcontractor within such time, to the Government agency contracting for or financing the building or work. After such examination and check is made, such statement or a copy thereof, shall be kept available or shall be transmitted together with a report of any violation in accordance with applicable procedures prescribed by the Department of Labor, Guam.
- 4.2. Each contractor or subcontractor shall preserve his weekly payroll records for a period of three (3) years from the date of completion of the contract. The payroll records shall set out accurately and completely the name and address (local) of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Such payroll records shall be made available at all times for inspection by the Contracting Officer or his authorized representative of the Department of Labor, Guam.

**5. PAYROLL DEDUCTIONS PERMISSIBLE WITHOUT APPLICATION TO OR APPROVAL OF THE SECRETARY OF LABOR**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Director of Labor.

- 5.1 Any deduction made in compliance with the requirements of Federal or local law, such as withholding income taxes and Federal Social Security Taxes.
- 5.2 Any deductions of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- 5.3 Any deduction or amount required by court process to be paid to another, unless the deduction is in favor of the Contractor, subcontractor or any affiliated person, or when collision or collaboration exists.
- 5.4 Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both; for the purpose of providing either from principal or income, or both; medical or hospital care; pensions, annuities or retirement; death benefits; compensation for injuries; illness; accidents; sickness or disability; or for insurance to provide any of the foregoing, vacation pay, savings accounts or similar payment for the benefit of employees, their families and dependents. This is provided, however, that:
  - 5.4.1 the deduction is not otherwise prohibited by law;
  - 5.4.2 it is either:
    - 5.4.2.1 voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition for the obtaining of or for the continuation of employment , or
    - 5.4.2.2 provided for in a bona fide collective bargaining agreement between employees
  - 5.4.3. No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor, subcontractor or any affiliated person in the form of commission, dividend or otherwise
  - 5.4.4. The deductions shall serve the interest of the employee.
- 5.5. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- 5.6. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal Credit Union Statutes.
- 5.7. Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- 5.8. Any deduction voluntarily authorized by the employee for the making of contributions to charitable organizations.
- 5.9. Any deduction to pay regular union initiation fees and membership dues, not including fines or special assessments. This is provided, however, that a collective bargaining agreement

between the contractor or subcontractor and representative of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

- 5.10. Any deduction not more than for the "reasonable cot" of board/lodging. When such deductions are made, additional records shall be kept.

## **6. PAYROLL DEDUCTION PERMISSIBLE WITH THE APPROVAL OF THE DIRECTOR OF LABOR**

Any application for the making of payroll deductions under Part 6 shall comply with the requirements prescribed in the following paragraphs of this section:

- 6.1. The contractor, subcontractor or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend or otherwise;
- 6.2. The deduction is not otherwise prohibited by law;
- 6.3. The deduction is either:
  - 6.3.1. voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or
  - 6.3.2. provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
- 6.4. The deduction serves the convenience and interest of the employee.

## **7. APPLICATION FOR THE APPROVAL OF DIRECT LABOR**

An application for the making of payroll deductions under Part 6 shall comply with the requirements prescribed in the following paragraphs of this section:

- 7.1. The application shall be in writing and shall be addressed to the Department of Labor.
- 7.2. The application shall identify the contract or contracts under which the work in question is to be performed. Permission will only be given for deductions on specific, identified contracts, except upon a showing of exceptional circumstances.
- 7.3. The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Part 6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- 7.4. The application shall include a description of the proposed deduction, the purpose to be served thereby and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- 7.5. The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

## **8. ACTION BY THE DIRECTOR OF LABOR UPON APPLICATIONS**

The Director of Labor shall decide whether or not the requested deduction is permissible under provisions of Part 6 and shall notify the applicant in writing of his decision.

## **9. PROHIBITED PAYROLL DEDUCTIONS**

Deductions not elsewhere provided for by this part and which are not found to be permissible under Part 6 are prohibited.

#### **10. METHODS OF PAYMENT OF WAGES**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under his part. No other methods of payment shall be recognized on work subject to these regulations pursuant to Section 10307 of Public Law 10-143.

All contracts made with respect to the construction, prosecution, completion or repair of any public building or public work, or building or work financed in whole or in part by loan or grants from the Government of Guam covered by parts of these regulations shall expressly bind the contractor to comply with such of the regulations of these parts.

#### **11. APPRENTICE TRAINING PROGRAM**

Pursuant to Executive Order No. 2000-10, the contractor shall employ at least one (1) apprentice for every ten (10) workers for the duration of the project, and not less than one (1) apprentice per project. This requirement may be waived only if the Department of Public Works and the Guam Community College both certify that no apprentice is available.

The Executive Order applies to all public works construction projects such as the erection, maintenance, rehabilitation, repair, or demolition of any public building, roadway, or any public facility as defined in §50106 of Title 5, GCA, and applies to all departments and agencies within the government of Guam. It also applies only to projects over One Hundred Thousand Dollars (\$100,000.00)

Only Apprenticeship Programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and the Guam Community College, qualify for participation in the Apprenticeship Program.

The Director of the Department of Public Works shall monitor the compliance with this Executive Order and enforce and exercise authority to achieve the objectives of the Executive Order and shall report to the Guam Community College on a quarterly basis, the impact of this program. The Guam Department of Labor shall inform all employers applying for H-2 alien labor certification that to qualify for government of Guam construction projects, all conditions of Executive Order No. 2000-10 shall be met.

#### **12. PENALTY FOR EMPLOYING ALIEN**

The contractor shall forfeit, as a penalty, to the Government of Guam, Ten Dollars (\$10.00) for each alien knowingly employed either by the Contractor or his Subcontractor, for each calendar day or portion thereof during which each such alien is permitted or required to labor in violation of Guam law as set forth in Title 5, Guam Code Annotated, Chapter 50.

**\* \* \* END OF LABOR STANDARDS \* \* \***

**DOCUMENT 00831 DHCD STATEMENT OF WAGE RATE COMPLIANCE**

U.S. DEPARTMENT OF LABOR  
WAGE AND HOUR AND PUBLIC  
CONTRACTS DIVISION

**STATEMENT OF COMPLIANCE**

Form Approved  
Budget Bureau No. 44-R1093

Date \_\_\_\_\_

I \_\_\_\_\_ do hereby state:  
(Name of signatory party) Title

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on  
(Contractor or subcontractor)  
the \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_  
(Building or work)  
19\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_, 19\_\_\_\_, all persons employed on said project have been paid the full  
weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said  
\_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have  
(Contractor or subcontractor)  
been made either directly or indirectly from the full wages earned by any person other than permissible deductions as  
defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as  
amended (18 Stat. 948.63 Stat. 108.72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

\_\_\_\_\_ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

\_\_\_\_\_ Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

NAME AND TITLE	SIGNATURE
THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENT MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1881 OF TITLE 18 AND SECTION 231 OF TITLE 81 OF THE UNITED STATES CODE.	

INSTRUCTIONS FOR PREPARATION OF  
STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefit to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c)

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employees and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c). Exceptions:

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

END OF STATEMENT OF COMPLIANCE



U.S. Department  
of Transportation  
**Federal Highway  
Administration**

## Memorandum

Subject: **INFORMATION:** Applicability of Prevailing  
Wage Rate Requirements to Federal-aid Construction Projects

Date: June 26, 2008

*Dwight A. Horne*

From: Dwight A. Horne  
Director, Office of Program Administration

Reply to  
Attn. of: HIPA-30

To: Directors of Field Services  
Acting Resource Center Manager  
Division Administrators

Over the years, a number of questions have been brought to our attention concerning the prevailing wage rate requirements under 23 U.S.C. 113. Generally, 23 U.S.C. 113 requires all laborers and mechanics employed for construction work on Federal-aid highways shall be paid wages at rates not less than those prevailing wages as determined by the Secretary of Labor under the Davis-Bacon Act. In addressing these questions, this office has issued a number of memorandums, e-mails and letters to communicate the decisions regarding these questions. As a result, the FHWA's guidance on the applicability of 23 U.S.C. 113 is contained in various different sources. The purpose of this memorandum is to consolidate and briefly restate existing guidance and policies concerning the applicability of the prevailing wage rate requirements under 23 U.S.C. 113.

The US Department of Labor's (DOL) regulation in 29 CFR Parts 1, 3 and 5 provides the applicable policy for the implementation of prevailing wage rate requirements on federally funded construction projects. Congress extended these requirements to Federal assistance programs through a series of related acts. For the Federal-aid highway program, the related act is found in 23 U.S.C. 113 - "Prevailing rate of wage." Thus, Section 113 serves as the source statute for applicability determinations in the Federal-aid highway program while the DOL's statutes, regulations and directives provide the appropriate policy for implementing Section 113 prevailing wage rate requirements whenever these requirements apply to a Federal-aid highway project.

Section 113(a) states:

The Secretary shall take such action as may be necessary to insure that all laborers and mechanics employed by contractors or subcontractors on the construction work performed on highway projects on the Federal-aid highways authorized under the highway laws providing for the expenditure of Federal funds upon the Federal-aid systems, shall be paid wages at rates not less than those prevailing on the same type of

**MOVING THE  
AMERICAN  
ECONOMY**

work on similar construction in the immediate locality as determined by the Secretary of Labor in accordance with sections 3141-3144, 3146, and 3147 of title 40.

First, we have determined that the phrase:

- "Construction work performed on highway projects on the Federal-aid highways" means any construction project that takes place in the right-of-way of a Federal-aid highway is subject to 23 U.S.C. 113. This would include work that may not appear to be highway construction (construction of wetlands, landscaping, etc.) but is an otherwise eligible project under Title 23. Thus, any Federal-aid construction project (regardless of Federal-aid funding source) physically located within the right-of-way of a Federal-aid highway is subject to 23 U.S.C. 113 requirements. See Mr. Anthony R. Kane's February 13, 1992 memorandum titled: "ISTEA of 1991 - Construction and Maintenance Requirements."
- The term "Federal aid highway" is defined in 23 U.S.C. 101 as "... a highway eligible for assistance under this chapter other than highways classified as local roads or rural minor collectors." Therefore, 23 U.S.C. 113 requirements are applicable to Federal-aid construction projects on highways functionally classified as arterials and collectors but not applicable to projects located on highways functionally classified as local roads or rural minor collectors. In addition, 23 U.S.C. 113 requirements are not applicable to Federal-aid construction projects that are not located within the right-of-way of a Federal-aid highway. In certain circumstances, 23 U.S.C. 113 requirements apply to a Federal-aid construction project not located on a Federal-aid highway if the project is linked to or dependent upon a Federal-aid highway project. Examples include: a project required by an environmental document for a Federal-aid highway project or a project for the construction of a traffic control center that monitors traffic on one or more Federal-aid highways. In both cases, the project would not exist without the Federal-aid highway project. See Mr. David R. Geiger's July 28, 1994 memorandum titled: "Applicability of Davis-Bacon for Transportation Enhancement Projects."

Second, 23 U.S.C. 113 requirements are applied on a:

- "Contract basis" as such, contracting agencies need to be aware that the use of Federal-aid funding for any portion of a construction contract invokes 23 U.S.C. 113 requirements for all work under the contract, regardless of the amount of Federal-aid participation or the use of nonparticipating items of work. It should be noted that minor construction activities necessary to provide a connection to a Federal-aid highway would not invoke 23 U.S.C. 113 requirements for a project not located on a Federal-aid highway. Examples of minor construction activities include: the placement of advance construction signs, approach paving, curb returns, or drainage modifications on the right-of-way of a Federal-aid highway.

Third, for projects funded with emergency relief funding:

- Contract work for emergency repairs: All contract work for emergency repairs performed by contractors or subcontractors within the right-of-way of a Federal-aid highway is

covered by 23 U.S.C. 113 requirements. The term emergency repair is defined in 23 CFR 668.103 as "Those repairs including temporary traffic operations undertaken during or immediately following the disaster occurrence for the purpose of: (1) Minimizing the extent of the damage, (2) Protecting remaining facilities, or (3) Restoring essential traffic." While contracting agencies are empowered to begin emergency repairs immediately, they must comply with 23 U.S.C. 113 requirements so that properly documented costs will be eligible for reimbursement once the FHWA Division Administrator makes a finding that the disaster is eligible for emergency relief funding.

- Contract work for debris removal only: 23 U.S.C. 113 requirements do not apply where emergency contract work is only for the removal of debris and related clean up, which is not considered to be a "construction" activity. Since 23 U.S.C. 113 only applies to "construction work," 23 U.S.C. 113 prevailing minimum wage requirements do not apply to debris removal under the emergency relief program. However, debris removal performed in conjunction with construction, alteration, and repair work (such as highway resurfacing, re-grading, significant earthmoving, bridge repairs, etc.) is covered by 23 U.S.C. 113. See DOL's August 25, 2006 letter to Mr. Horne.
- Work by public agency forces: 23 U.S.C. 113 requirements do not apply to State or local government agency employees who perform emergency repairs or construction work on a force account basis because government agencies (such as States or their subdivisions) are not considered contractors or subcontractors. See 29 CFR 5.2 (h). However, 23 U.S.C. 113 requirements do apply to contracts let by State or local government agencies using an alternative procurement procedure that has been approved through the force account approval process.

Fourth, for railroad and utility relocation or adjustment projects:

- Work done by railroads or utilities: 23 U.S.C. 113 requirements do not apply to work performed by railroads, utility companies or work performed by a contractor engaged by a railroad or utility company. Payment for relocation work performed by the utilities and railroads is considered to be compensation for a relocation in order to accommodate highway construction. See Mr. Dowell H. Anders' May 15, 1985, legal opinion titled: "Utility and Railwork – Wage Rate and EEO Requirements."
- Work done by highway construction contract: 23 U.S.C. 113 requirements apply when utility or railroad relocation work is not accomplished through its utility or railroad forces but under a highway construction contract that has been let by the contracting agency.

Fifth, for subsurface utility location services:

- Subsurface utility engineering or utility location services are considered exploratory drilling services. These contracts provide the location of utilities for engineering or planning purposes. 23 U.S.C. 113 requirements do not apply. See DOL's Field Operations Handbook, Section 15d03(b).

Sixth, for ferry boats and terminals:

- The provisions of 23 U.S.C. 113 applies to the building, alteration, and repairs of ferry boats and terminals located on or servicing a Federal-aid highway route. Wage rate determinations for ferryboat building, alteration, and repairs are issued only if the location of the contract performance is known when bids are solicited. 23 U.S.C. 113 does not apply if the location of contract performance is unknown at the time of bid solicitation. However, the contract needs to include all other applicable DOL requirements. See DOL's Field Operations Handbook, Section 15d08.

Seventh, for High Priority and other congressionally designated projects:

- These projects are subject to all Federal requirements unless the requirement is specifically waived in legislation. If the project is physically located within the right-of-way of a Federal-aid highway, then 23 U.S.C. 113 requirements apply. For rail line construction projects, if a portion of a rail line construction contract is within the right-of-way of a Federal-aid highway, 23 U.S.C. 113 requirements apply to all contract work. 23 U.S.C. 113 requirements do not apply to rail line contracts that are not located within the right-of-way of a Federal-aid highway.

Eighth, for Safe Routes to School and Nonmotorized Transportation Pilot projects:

- Congress required that States treat these projects as if they were on the Federal-aid system despite their functional classification or location outside the right-of-way of a Federal-aid highway. Therefore, 23 U.S.C. 113 requirements apply to all Safe Routes to School construction projects, even for projects not located within the right-of-way of a Federal-aid highway. See P.L. 109-59, Section 1404 (j).

Ninth, for warranty work:

- 23 U.S.C. 113 applies to warranty or repair work if this work is required in the original construction contract. This is true regardless of whether there is a pay item for the warranty work. If an employee spends more than 20 percent of his/her time in a work week engaged in such activities on the site of the original work, he/she is covered for all time spent on the site. The original contract prevailing wage rates apply regardless of when the warranty work is done. This is consistent with the DOL Wage and Hour Division Opinion Letter dated March 9, 1973, that concluded Davis-Bacon Related Act requirements applied to warranty/repair work for the construction of prefabricated housing units. The DOL determined that such work was covered because it took place at the site of the construction work and involved more than an incidental amount of construction activity.

Finally, it should be noted that other labor requirements of the DOL may apply to contracts even when 23 U.S.C. 113 is not applicable. These requirements include the Fair Labor Standards Act

requirements (minimum wage, overtime pay, record keeping and child labor standards) and the Contract Work Hours and Safety Standards Act (overtime requirements). For guidance on the application of these requirements, please visit the DOL Web site at <http://www.dol.gov/esa/whd/>.

If you have any questions regarding the applicability of DOL requirements to Federal-aid construction projects, please contact Mr. Edwin Okonkwo at 202-366-1558.



*Office of the Governor of Guam*

P.O. Box 2950 Hagåtña, Guam 96932  
TEL: (671) 472-8931 • FAX: (671) 477-4226 • EMAIL: [governor@mail.gov.gu](mailto:governor@mail.gov.gu)

FELIX PEREZ CAMACHO  
Governor

MICHAEL W. CRUZ, MD  
Lieutenant Governor

**AMENDED  
COMMON CONSTRUCTION PREVAILING  
WAGE RATES FOR GUAM**

Pursuant to 8 CFR 214.2(h)(b)(i)(v)(F)(2) prevailing wage rates for common construction occupations in Guam must be approved by the U.S. Citizenship & Immigration Service (USCIS) Commissioner of Immigration prior to implementation. These Prevailing Wage Rates apply only to H-2B workers and similarly employed U.S. workers in Guam. USCIS has reviewed and reconsidered the Government of Guam's proposed rates and has approved new rates effective September 29, 2008 as follows:

<u>OCCUPATION</u>	<u>HOURLY WAGE RATES</u>
BRICKLAYER	\$14.02
CARPENTER	\$13.58
CEMENT MASON	\$12.87
CONSTRUCTION EQUIPMENT MECHANIC	\$14.14
COOK, CAMP	\$11.85
ELECTRICIAN	\$15.45
HEATING, AIR CONDITIONING & REFRIGERATION MECHANIC	\$15.73
OPERATING ENGINEER (Heavy Equip. Operator)	\$13.77
PAINTER	\$14.80
PIPEFITTER	\$16.80
PLASTERER	\$10.98
PLUMBER	\$14.86
REINFORCING METAL WORKER	\$12.56
SHEET-METAL WORKER	\$15.17
STRUCTURAL STEEL WORKER	\$13.22
SURVEYOR HELPER	\$15.98
WELDER	\$18.09

These prevailing wage rates are effective for both new and extension temporary labor certifications. The prevailing wage rate on Temporary Labor Certifications approved prior to the implementation of these new rates shall remain in effect for the duration of the existing labor certifications.

For further information, please contact Maria Connelley, Director of Labor, at (671) 475-7075, or Greg Massey, Administrator for the Alien Labor Processing & Certification Division (ALPCD) at (671) 475-7005.

FELIX P. CAMACHO  
Governor of Guam

OCT 06 2008

**MINIMUM WAGE RATES – FEDERAL HIGHWAY FUNDED PROJECTS**  
**(NON DEPARTMENT OF DEFENSE)**

General Decision Number: GU140001 01/03/2014 GU1

Superseded General Decision Number: GU20130001

State: Guam

Construction Types: Building, Heavy, Highway and Residential

(Excludes any projects funded under the National Defense Authorization Act 2010 - Guam Realignment Fund - Defense Policy Review Initiative)

County: Guam Statewide.

**BUILDING, HEAVY, HIGHWAY AND RESIDENTIAL**

Modification Number    Publication Date

0            01/03/2014

SUGU2010-001 09/20/2010

	Rates	Fringes
BRICKLAYER .....	\$ 14.02	
CARPENTER .....	\$ 13.56	
Cement mason .....	\$ 12.87	
Electrician .....	\$ 15.45	
Heavy Equipment Mechanic .....	\$ 14.14	
Heavy Equipment Operator .....	\$ 13.77	
<b>IRONWORKER</b>		
Reinforcing .....	\$ 12.56	
Structural .....	\$ 13.22	
PAINTER .....	\$ 14.60	
Pipefitters .....	\$ 16.80	
PLASTERER .....	\$ 10.98	
PLUMBER .....	\$ 14.96	
REFRIGERATION MECHANIC including Heating, Air Conditioning (HVAC)		
Mechanic work .....	\$ 15.73	

SHEETMETAL WORKER ..... \$ 15.17

WELDER ..... \$ 16.09

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

\*\*\*END OF MINIMUM WAGE RATES\*\*\*

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**\*\*\*END OF MINIMUM WAGE RATES\*\*\***

2/2/2000

# BID BOND



**KORANDO CORPORATION**

**GENERAL CONTRACTOR**

PO BOX 20538 GMF, GUAM 96921

Tel Nos. (671) 649-7880/81 Fax (671) 649-7882

**BID BOND**

BOND #: 021114

KNOW ALL MEN BY THESE PRESENTS that we

KORANDO CORPORATION

as Principal, hereinafter called "Principal," and we

WESTCHESTER FIRE INSURANCE COMPANY

as Surety (Bonding Company), a duly admitted insurer under the laws of the Territory of Guam, as Surety hereinafter called "Surety" are held and firmly bound unto the Department of Public Works, hereinafter called the DPW, in the penal sum of FIFTEEN PERCENT (15%) OF TOTAL BID AMOUNT.

Dollars (\$ 15% OF BID \_\_\_\_\_), lawful money of the United States, for the payment of which sum will and truly be made, we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid for the

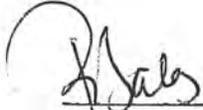
**BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)**  
**PROJECT NO.: GU-NH-NBIS(007)**

NOW THEREFORE, if the Department of Public Works shall accept the bid of the Principal, and Principal shall not withdraw said bid within sixty (60) days after the opening of bids, and shall within twenty-one (21) calendar days after the prescribed forms are presented to him for signature, enter into a written contract with DPW in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance and proper fulfillment of such Contract and for prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds within the time specified, if the Principal shall pay DPW the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the DPW may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the bid documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

**IF CONTRACTOR ELECTS TO PROVIDE A BID BOND AS BID GUARANTEE,  
THIS FORM MUST BE EXECUTED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID.**

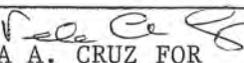
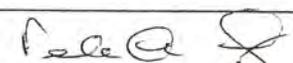
Signed and sealed this 11<sup>TH</sup> day of FEBRUARY, 2014.

  
KORANDO CORPORATION

  
(WITNESS)

(SEAL)

(PRINCIPAL)

(TITLE)  PAMELA A. CRUZ FOR STEPHEN M. HANEY	(TITLE)  PAMELA A. CRUZ FOR WILLIAM L. KELLY	(TITLE)  TAKAGI & ASSOCIATES, INC.
(MAJOR OFFICER OF SURETY) VICE PRESIDENT	(MAJOR OFFICER OF SURETY) ASSISTANT SECRETARY	(RESIDENT GENERAL AGENT)
(TITLE)	(TITLE)	

**INSTRUCTIONS TO PROVIDERS:**

Notice to all Insurance and Bonding Institutions:

This Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent.

When the form is submitted to Department of Public Works it should be accompanied with copies of all of the following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.

A Bond, submitted as Bid Guarantee, without signatures and supporting documents is invalid and bids will be rejected.

**IF CONTRACTOR ELECTS TO PROVIDE A BID BOND AS BID GUARANTEE,  
THIS FORM MUST BE EXECUTED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID.**

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company, is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint BARBARA C SALAS, HIDENOBU TAKAGI, JOSEPH C BARCINAS, PAMELA A CRUZ, all of the City of TUMON, Guam, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Three million dollars & zero cents (\$3,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of December 2012.

WESTCHESTER FIRE INSURANCE COMPANY



  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 11 day of December, AD 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 26, 2014

  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 11<sup>th</sup> day of FEB., 2014.



  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 11, 2014.

006688745



Please look for the following security features before accepting this document as PRESENT. DO NOT NEGOTIATE THIS DOCUMENT.

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- An artificial watermark is present and is viewable at an angle
- Security void pattern on front if copied

GOVERNMENT OF GUAM  
DEPARTMENT OF REVENUE AND TAXATION  
OFFICE OF THE INSURANCE COMMISSIONER  
**CERTIFICATE OF AUTHORITY**

RENEWAL

#284

*Know All Men By These Presents That:*

**Name** WESTCHESTER FIRE INSURANCE COMPANY

**Address** 436 WALNUT STREET  
PHILADELPHIA

PA 19106

**Classes of Insurance  
Authorized**

ACCIDENT & HEALTH  
FIDELITY & SURETY  
FIRE  
MARINE

MISCELLANEOUS  
MOTOR VEHICLE  
PROP. DAMAGE & LIABILITY  
WORKMENS COMP

*Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 01 day of July, 20 13, to the 01 day of July, 20 14, unless authority is revoked for failure to comply with the law.*

**General Agent(s):**

TAKAGI & ASSOCIATES INC  
CASSIDY'S ASSOCIATED INSURERS INC

*In Witness Whereof, I have hereunto subscribed my name officially and have hereon impressed my Seal of Office at the City of Hagatña, Guam on this 30 day of July A.D. 20 13.*

*Artemio B. Ilagan*  
ARTEMIO B. ILAGAN

Insurance Commissioner

# BID PROPOSAL FORM



**KORANDO CORPORATION**

**GENERAL CONTRACTOR**

PO BOX 20538 GMF, GUAM 96921  
Tel Nos. (671) 649-7880/81 Fax (671) 649-7882

**BID PROPOSAL FORM**

Date: February 12, 2014

To: Director, Department of Public Works  
542 North Marine Corps Drive  
Upper Tumon, Guam 96913

Gentlemen:

The undersigned (hereinafter called the "Bidder", a CORPORATION  
(CORPORATION, PARTNERSHIP,  
INDIVIDUAL)  
organized and/or licensed to do business under the laws of Guam, hereby proposes and agrees to furnish all necessary labor materials, equipment, tools and services required for the construction of the:

**BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)**  
**PROJECT NO.: GU-NH-NBIS(007)**

all in accordance with the drawings, specifications, and other Contract Documents prepared by the Department of Public Works (DPW) for the Total Bid Price of:

**(Bid Price in words)**

Three Million Six Hundred Sixty Five Thousand Five Hundred

Fifty Nine and 00/100

Dollars (\$3,665,559.00).

Plus any and all sums to be added and/or deducted from all extra and/or omitted work in accordance with the unit and/or lump sum prices in the itemized bid form attached hereto.

This price is to cover all costs and expenses incurred in performing the work required under the Contract Documents of which this Bid/Proposal is a part.

The undersigned declares that he has carefully and thoroughly examined the location of and conditions at the site of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions and nature and extent of the work that is to be performed.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of agreement (Formal contract) included as one of the contract documents, and to furnish a performance bond and a payment bond each in an amount equal to one hundred percent (100%) of the contract amount within twenty one (21) calendar days after receipt of such notice.

The Bid Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the amount of the bid, is furnished to the DPW as a guarantee that the contract will be executed and a performance and a payment bond will be furnished within twenty-one (21) days

**(c) Mitigate damages as required. - Add the following to this subsection:**

The following mitigation measures have been identified for this contract:

**(1) Habitat and Species Protection**

Contractors shall implement the following measures during construction to minimize the potential for impacts to listed species and habitat.

- All project-related materials and equipment (dredges, barges, backhoes, etc.) will be cleaned of pollutants, soils, seeds, etc. prior to being brought onto the project site. The Contractor shall develop a Hazard Analysis and Critical Control Point (HACCP) plan for this activity (refer to the following website for examples of the plan <http://www.haccp-nrm.org/>).
- No project-related materials (fill, revetment rock, pipe, etc.) will be stockpiled in the water (intertidal zones, reef flats, stream channels, wetlands, etc.), on the beaches, or other locations where they could be washed into the water from adverse weather or tidal conditions.
- All debris removed from the project site will be disposed of at an approved upland landfill site.
- No contamination (trash or debris disposal, non-native species introductions, attraction of non-native pests, etc.) of adjacent habitats (reef flats, channels, open ocean, stream channels, wetlands, beaches, forests, etc.) will result from project-related activities. The Contractor shall implement a litter-control plan and develop a HACCP Plan (see <http://www.haccp-nrm.org/Wizard/default.asp>) to prevent attraction and introduction of non-native species.
- Sea turtles and spinner dolphins are known to inhabit the marine waters of Bile Bay. In order to reduce the potential for impacts to these species and to Essential Fish Habitat (EFH) that may result from improper sediment control during the demolition and construction phases, the Contractor shall not position heavy equipment in the stream channel. Work on the abutments will be conducted during the dry season and during low stream flow periods as much as practicable, and appropriate sediment control measures shall be utilized (silt fences, vegetative buffers, etc.) throughout the project.
- Stream-related activities will be scheduled to avoid coral spawning and recruitment periods, and sea turtle nesting and hatching periods. Activities in the aquatic environment shall avoid or minimize the loss of special aquatic site habitat (e.g., coral reefs) and any ecological functions unavoidably lost as a result of the project shall be replaced.
- Monitoring for federally-protected hawksbill and green sea turtles will be performed at each site prior to the start of construction activities. If any sea turtles, nests, or turtle tracks are detected within 150 meters (492 feet) of the work site, Guam Department of Agriculture Division of Aquatic and Wildlife Resources (DAWR) personnel will be contacted at 735-3955/6 and clearing and construction shall be postponed until the animal has voluntarily left the area. Similarly, if any sea turtle egg casings are seen, construction will cease in the area of the casings and DAWR staff shall be notified immediately to conduct removal and re-planting.

- The federally-listed endangered Mariana common moorhen has been documented at the project site. One week prior to construction or the clearing of any vegetation, pre-construction surveys will be completed by a biologist experienced in the identification of the Mariana common moorhen by sight and vocalizations and experienced with implementation of USFWS protocol survey methodology to ensure that no nesting moorhens are present. If nesting moorhens are present within 300 meters (984 feet), clearing and construction will be postponed until chicks have fledged and the moorhen has left voluntarily. If work stops for more than one week, pre-construction surveys will be repeated to ensure that no moorhens have begun nesting. Guam Department of Agriculture Division of Aquatic & Wildlife (DAWR) personnel will be contacted at 735-3955 if moorhen are detected at any time prior to or during construction.
- The federally-listed Mariana fruit bat has been documented at the project site. Monitoring for Mariana fruit bats will be performed prior to the start of construction or vegetation clearing or grubbing. If any bats are detected within 150 meters (492 feet) of the work site, DAWR personnel will be contacted at 735-3955 and clearing and construction will be postponed until the animal has voluntarily left the area.
- In order to lessen any potential interaction between fruit bats and the construction activities, and avoid night construction and its associated potential lighting impacts to sea turtle nesting activities, all vegetation clearing, grubbing, and construction activities will be performed during daylight hours, specifically the period beginning just after dawn and ending right before dusk (approximately 7:00 a.m. to 4:30 p.m.).
- The Contractor shall comply with the U.S. Army Corps of Engineers 2012 Nationwide Permit General Conditions and 2012 Nationwide Permit Honolulu District Regional Conditions. Copies of these documents are attached for reference.

**(2) Erosion Control.**

In addition to the requirements of Section 157, the following erosion control measures shall apply to this contract:

- All vehicle parking will be restricted to previously determined areas or existing roads. Vehicles belonging to the biological monitors and construction supervisors will be parked on existing access roads.
- Prior to construction, the Contractor will clearly stake the project limits of construction (Area of Potential Effect) and ensure that these limits remain clearly delineated throughout construction. Under no circumstances shall equipment or personnel move outside the limits of construction. The Contractor shall be responsible for damage or adverse impacts to biological or archaeological resources that occur as a direct result of construction activities outside the limits of construction. The Contractor will be responsible for all materials and labor for the repair of unauthorized habitat damage outside the limits of construction.
- Work will be scheduled during low streamflow periods as much as practicable. The construction and demolition work shall follow the Contractor's Environmental Protection Plan (EPP) and Stormwater Pollution Prevention Plan (SWPPP) developed for the project and tailored to the specific construction and demolition methods. Environmental protection measures will be installed prior to construction or demolition activities. Turbidity and siltation from project-related work shall be minimized and contained within the vicinity of the site through the appropriate use of effective silt

after the award of the contract to the undersigned. In the event that this proposal is accepted, and the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this proposal, the Bid/Proposal Guaranty shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as reasonable and containing no penalties.

**The undersigned hereby acknowledges receipt of the following addenda:**

<b>ADDENDUM NO.</b>	<b>DATED</b>
<u>Addendum 1</u>	<u>December 18, 2013</u>
<u>Addendum 2</u>	<u>January 09, 2014</u>
<u>Addendum 3</u>	<u>January 23, 2014</u>
<u>Addendum 4 and 5</u>	<u>February 05, 2014 and February 11, 2014</u>

If awarded the contract, the undersigned agrees to complete specific items of work at earlier dates as stated and the entire work within the specified calendar days of the commencement of the contract time as defined in the Contract Documents.

The undersigned understands that the DPW reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of the Government of Guam.

*Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:* The Bidder/Offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder/Offeror/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

*Representation Regarding Gratuities and Kickbacks:* By signing this bid, the Bidder, Offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

*Representation Regarding Ethical Standards for Government Employees and Former Government Employees:* By signing this Bid, the Bidder, Offeror, or Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

*Covenant Against Contingent Fees:* The Contractor warrants that he has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the DPW the right to terminate the contract or, as consideration, deduct the amount of such commission, percentage brokerage or contingent fee from the Contract price. This warranty shall not apply to commissions payable by Contractors upon or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person with respect to this bid proposal or any other bid proposal or the submitting of bid proposals for the contract for which this bid proposal is submitted.

RESPECTFULLY SUBMITTED:

Type of Organization: Corporation (Corporation, Partnership, Individual, or other)

Name of Individual Firm Members:

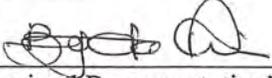
Type and Sign:

Byong Ho Kim - President

Title:

KORANDO CORPORATION

Firm Name:

  
Authorized Representative's Signature

P.O. Box 20538 GMF, Guam 96921

380H Harmon Industrial Park Rd., Tamuning, Guam 96913

Mailing Address:

Physical Address:

#5172

Guam Contractor's License:

(671) 649-7880/81

(671) 649-7882

Telephone Nos.

Fax No.

Dated this 12th day of February, 2014

**BILE / PIGUA BRIDGE**  
**REPLACEMENT (CONSTRUCTION PHASE)**  
**GU-NH-NBIS(007)**

**SPECIAL CONTRACT REQUIREMENTS (SCR)**  
**MODIFICATION TO FP-03**

**SUPPLEMENTS AND/OR MODIFICATIONS TO FP-03**

## **Section 101. –TERMS, FORMAT AND DEFINITIONS**

### **101.04 Definitions. - Revise the following definitions:**

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

**Government** — The Government Guam.

The following terms are added to this Sub-Section:

**Administrator** — The Director of Public Works, Government of Guam.

**Director** — The Contracting Officer for the Department of Public Works, Government of Guam, and his authorized representatives.

**Owner** — The term Owner and/or Engineer mean the Government of Guam, and/or the Contracting Officer and their authorized representatives.

**Project Engineer** — The authorized representative of the Contracting Officer in immediate charge of the engineering details of a construction project.

**City, Township, Village or District** — A subdivision of Guam used to designate or identify the location of the project.

**State** — Guam

The term “Bid” and “Proposal” as used in these special contract requirements and in the Standard Specifications shall be considered to have the same meaning.

**\*\*\* END OF SECTION 101 \*\*\***

## **Section 102. – BID, AWARD, AND EXECUTION OF CONTRACT**

**102.01 Acquisition Regulations.** - This subsection is supplemented to include Guam Administrative Rules and Regulations (GAR), Volume 1, Title 2, Division 4, Guam Procurement Regulations.

**102.02 Preparation of Bids.** - The following is added to this subsection:

Bids in duplicate shall be submitted on the forms furnished, or copies thereof, and must be signed in ink. Erasures or other changes in bid must be or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the bid or irregularities of any kind may be rejected as being incomplete. Telegraphic bids will not be considered.

The "Bid Form" may require submissions of a price or prices for one or more items. It may be lump sum bids, or scheduled bid items, resulting in a bid or a unit of construction or a combination of it. Failure to bid on items that are required will cause disqualification of bid. In the event that items are not required the bidder must insert the word "**No Bid**" in the space provided.

Submitted bids may be modified only if the modification is received before the scheduled bid opening.

Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnership must furnish the full names of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of incorporation and by the signature and designation of the president, secretary or other person signing, which shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word president, agent or other designation without disclosing his principal may be held to the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

Bids with bid guarantee shall be enclosed in a sealed envelope and shall be addressed to the Director of Public Works and marked "**BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE), PROJECT NO.: GU-NH-NBIS(007)**".

**102.03 Bid Guarantee.** - Delete this subsection and substitute the following:

Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the bid price. Bid guarantee may be bid bond (form enclosed), certified check or cashiers check. Bid bond shall be signed by the bidder, two major officers of the Surety, and Resident General Agent. The surety companies offered must be on the approved listing by the United States Department of Treasury listed as "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies". Certified check or cashiers check must be issued by a banking institution licensed to do business on Guam and shall be made payable to the Treasurer of Guam. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw his bid for sixty (60) calendar days after the scheduled closing time for the receipt of bids; that if his bid is accepted, he will enter into a formal contract with the Owner in accordance to the form of agreement included as a part of the contract documents, and that the required performance and payment bond will be given; and that in the event of the withdrawal of said bid within said period, or the failure to enter into said contract and give said bond within twenty one (21) calendar days after he has received notice of the acceptance of his bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder in any particular hereof. The bid guarantee shall be returned to all except the three lowest bidders within three days after the formal opening of bids. The bid guarantee of the second and/or third low bidder shall be returned thirty

(30) calendar days after the bid opening date upon request, provided that he has not been notified by the Owner of the acceptance of his bid prior to the date of such request. The bid guarantee of the lowest qualified bidder shall be returned within forty-eight (48) hours after the Owner and the qualified bidder have executed the contract.

**102.05 Public Opening of Bids.** - Replace this subsection with the following:

Bids will be publicly opened at the time and place specified in the "Invitation for Bid." The content of the bid will be made public for the information of bidders and other interested parties who may be present, either in person or by representative.

**102.06 Performance and Payment Bonds.** - The first paragraph of this section is replaced with the following:

A Payment Bond in the amount of 100% of the contract price shall be furnished by the Contractor at the time of award.

The following is added to this subsection:

The copies of the Form of Bid Bond, Form of Performance and Form of Payment Bond enclosed are incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein.

The successful bidder must deliver to the Owner an executed Performance and Payment Bond (form attached) in an amount equal to 100% of the acceptance bid as security for the faithful performance of the contract and also as security for the payment of all persons performing labor and furnishing materials concerning this contract.

The sureties of all bonds must be on the approved listings by the United States Department of Treasury listed as "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies." The penal amount of the bond shall not exceed the sureties underwriting limit as stated in the Department of Treasury listing. A notarized true copy of Certificate of Authority is also required. Failure to submit the above items within 21 calendar days will result in the rejection of the bid.

The Sureties and Other Security for Bonds must be in accordance with Federal Acquisitions Regulations, Title 48, Part 2, Section 28.202:

- (1) Corporate sureties offered for bonds furnished with contracts performed in the United States, its possessions, or Guam must appear on the list contained in the Department of the Treasury Circular 570, "Companies of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies".
- (2) The penal amount of the bond should not exceed the surety's underwriting limit stated in the Department of the Treasury Circular 570. If the penal amount exceeds the underwriting limit, the bond will be acceptable only if (i) the amount which exceeds the specified limits is coinsured or reinsured and (ii) the amount of coinsured or reinsured does not exceed the underwriting limit of each coinsured or reinsured.
- (3) Coinsurance or Reinsurance agreements shall conform to the Department of the Treasury regulations in 31 CFR 223.10 and 223.11. When reinsurance is contemplated, the Contracting Officer generally shall require reinsurance agreement to be executed and submitted with the bonds before making a final determination on the bonds.
- (4) The Contracting Officer may accept a bond from the direct writing company as satisfaction of the total bond requirement of the contract. This is permissible until necessary reinsurance

agreements are executed, even though the total bond requirements may exceed the insurer's underwriting limitation. The Contractor shall execute and submit necessary reinsurance agreements to the Contracting Officer within the time specified on the bid form. The Contractor shall use Standard Form 273, Reinsurance Agreement for a Miller Act Performance Bond and Standard Form 274, Reinsurance Agreement for a Miller Act Payment Bond. Standard Form 275, Reinsurance Agreement in Favor of the United States, is used when reinsurance is furnished with bonds for other purposes.

Add the following subsections to this section:

**102.07 Consideration of Proposals. - Added Subsection:**

The Department will compare the proposals in terms of the summation of the products of the approximate quantities and the unit bid prices after the contracts officer opens and reads the proposals. The Department will make the results immediately available to the public. If a discrepancy occurs between unit bid price and extension, the unit bid price shall govern.

The 'Buy America' provisions in the Surface Transportation Assistance Act of 1982 are applicable to Federal-Aid projects.

The Government reserves the right to reject proposals, waive technicalities or advertise for new proposals, if the rejection, waiver, or new advertisement is in the interest of the Government.

Add the following subsections to this section:

**102.08 Award of Contract. - Added Subsection:**

Award of contract will be made "to the lowest responsible and responsive bidder" whose bid for either Option 1 (Bridge) or Option 2 (3-Sided Concrete Culvert), conforming to the "Invitation for Bid", is most responsive and advantageous to the Government, prices and other factors considered.

The Government may reject a bid as nonresponsive if the prices are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and contains prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid results in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

The Government reserves the right to waive any informality in the bids received when such waiver is in the best interest of the Government.

Add the following subsections to this section:

**102.09 Pre-bid Conference. - Added subsection:**

A Pre-Bid Conference among the prospective bidders will be held at the time and place specified in the "Invitation for Bid." Questions concerning the plans and specification of Special Contract Requirements shall be submitted prior to the conference. All interpretations made at the conference will be printed in the form of an addendum to the Special Contract Requirements and forwarded to all prospective bidders. Written acknowledgment of receipt will be required on all bids submitted. No other interpretations of any data will be made before award of contract.

**\* \* \* END OF SECTION 102 \* \* \***

## **Section 103. — SCOPE OF WORK**

### **103.01 Intent of Contract.** Replace this subsection with the following:

The intent of the contract is to provide construction, completion and delivery of the facility described. The precise details of performing the work are not stipulated except as considered essential for the successful completion of the work. Furnish all labor, material, equipment, tools, transportation, and supplies necessary to complete the work according to the contract.

### **103.02 Disputes.** Replace this subsection with the following:

- (a) This contract is subject to the Contract Act of 1978 (43 U.S.C. 601-613) hereinafter referred to as the Act.
- (b) Except as provided in the Act, all disputes arising under or relating to this Contract shall be resolved under this clause.
- (c) "Claim", as used in this clause, means a written demand or a written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under the contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to written decision by the Contracting Officer.  
(2) For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that-
  - (i) The claim is made in good faith,
  - (ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and;
  - (iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.
- (3) (i) If the Contractor is an individual, the certification shall be executed by that individual.  
(ii) If the Contractor is not an individual, the certification shall be executed by:
  - (A) A senior company official in charge at the Contractor's plant or location involved; or
  - (B) An officer or general partner of the contractor having overall responsibility for the conduct of the Contractor's affairs.
- (e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 calendar days of the request. For Contractor-

certified claims over \$50,000, the Contracting Officer must, within 60 calendar days, decide on the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due if that date is later, until the date of payment.

Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each six month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Contractor shall proceed diligently with performance of the contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

**103.03 Value Engineering.** Replace this subsection with the following:

(a) **General.** The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below. A VECP will not be accepted for deleted items.

(b) **Definitions.** "Collateral costs", as used in the clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings", as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs", as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs", as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings", as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of VECP, minus allowable Contractor's development and implementation costs, including subcontractor's development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)", means a proposal that:

- 1) Requires a change to this, the instant contract, to implement; and
- 2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics provided it does not involve a change
  - (i) In deliverable end item quantities only; or
  - (ii) To the contract type only.

**(c) VECP Preparation.** As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- 1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- 2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- 3) A separate, detailed cost estimate for:
  - (i) the affected portions of the existing contract requirement and
  - (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below
- 4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- 5) A prediction of any effects the proposed change would have on collateral costs to the agency.
- 6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- 7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

**(d) Submission.** The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

**(e) Government Action.**

- 1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within 45 a calendar day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.
- 2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
- 3) Any VECP may be accepted, in whole or in party, by the Contracting Officer's award of a modification to the Contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to the Contract, the Contractor shall perform in

accordance with the existing Contract. The Contracting Officer's decision to accept or reject all or part of any VECP shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

**(f) Sharing.**

- 1) Rates. The Contractor's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by:
  - (i) 55 percent for fixed-price contracts or
  - (ii) 25 percent for cost-reimbursement contracts.
- 2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to the Contract to:
  - (i) Accept the VECP,
  - (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
  - (iii) Provide the Contractor's share of savings by adding the amount calculated under paragraph (1) above to the contract price or fee.

**(g) Collateral savings.** If a VECP is accepted, the instant contract amount shall be increased by 20 percent of any period projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings shall not exceed (1) the contract's firm-fixed price or estimated cost, at the time the VECP is accepted, or (2) \$100,000, whichever is greater. The Contracting Officer shall determine the amount of collateral savings, and the amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

**(h) Subcontracts.** The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payment; provided that these payments shall not reduce the Governments share of the saving resulting from the VECP.

**(i) Data** The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by making the following legend on the affected parts:

"These data, furnished under the Value Engineering-Construction clause of the Contract, shall not be disclosed outside of the Government, duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification

implementing the VECF and shall appropriately mark the data.” (The terms “unlimited rights” and “limited rights” are defined in Part 27 of the Federal Acquisition Regulation.)

**\*\*\* END OF SECTION 103 \***

## Section 104. – CONTROL OF WORK

### 104.03 Specifications and Drawings. - Add the following to the first paragraph:

The Contractor will be supplied with four (4) sets of contract plans and specifications including special contract requirements. Additional sets will be furnished to the Contractor at their cost for reproduction.

Add the following to this subsection:

#### (c) Shop Drawings.

(1) The Contractor shall submit, for the approval of the Contracting Officer, shop and setting drawings and schedules required by the specifications or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given.

(2) Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified), accompanied by letter of transmittal, which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound in sets.

(3) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements. Allow 30 days for checking, correcting, resubmitting and checking.

(4) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the Contractor has checked the drawings. Any drawing without this stamp of approval will not be considered and will be returned to the Contractor for re-submission.

If the shop drawings show variations from the requirements of the Contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that if acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.

(5) If the drawing as submitted indicates a departure from the contract requirements, which the Contracting Officer finds to be in the interest of the Owner and to be so minor as not to involve a change in the contract price or time for performance, he may approve the drawing.

#### (d) As-Built Drawing Preparation.

A set of contract drawings shall be maintained at the site with all changes or deviations from the original drawings neatly marked thereon in brightly contrasting color. This shall be separate set of drawings not used for construction purposes which shall be kept up to date as the job progresses and shall be made available for inspection by the Contracting Officer at all times.

Upon completion of the work, the Contractor shall transfer all recorded changes on this set of drawings on a 11"x17" set of the contract plans. These drawings shall be stamped "As-Built". Changes and information shall be neatly and clearly drawn and described and shown technically correct. All costs associated with "As-Built" drawings shall be borne by the Contractor, including providing the electronic files of the As-built drawings in either Microstation or Autocad format on a compact disc (CD).

The Contractor shall submit his set of marked-up drawings and the "As-Built" drawings to the Contracting Officer within 15 calendar days after completion of the work for review and shall

make such revisions or corrections as may be necessary for the drawings to be true, complete and accurate record of the work.

Final payment to the Contractor will not be processed until the Project Engineer verifies that all "as-built" information has been properly recorded on the "As-Built" drawings.

Add the following subsections to this Section:

**104.06 Other Contracts. - Added Subsection:**

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Government employees.

**104.07 Inspection of Work by Others. - Added subsection:**

For observing work that affects their respective properties, inspectors for the municipality, public agencies and the utility companies shall be permitted access to the work, but all official orders and directives to the Contractor will be issued only by the Contracting Officer.

**\* \* \* END OF SECTION 104 \* \* \***

## **Section 105. – CONTROL OF MATERIAL**

### **105.1 Source of Supply and Quality Requirements. - Add the following to this Subsection:**

#### **(a) Buy America Requirements.**

- (1) Buy America applies only to the Federal-aid Highway construction program.
- (2) Applies to iron and steel products and their coatings.
- (3) All manufacturing processes must take place domestically. Manufacturing is any process that modifies the chemical content; physical shape of size; or final of a product. Manufacturing begins with the initial melting and mixing, and continuous through the bending and coating stages. If a domestic product is taken out of the US for any process, it becomes foreign source material.
- (4) Materials must be permanently installed, not temporary. Temporary materials may be left in place at the contractor's convenience.
- (5) NAFTA does not apply. There is a specific exemption within NAFTA (article 1001) for grant programs such as the Federal-aid highway program. Similarly, the GATT and EEC agreements do not apply.
- (6) Buy America provision is in accordance with Title 23-Highways, Chapter I, Part 635, Subpart D.

**\*\*\* END OF SECTION 105 \*\*\***

Section 107. – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

**107.01 Laws to be Observed.** - Add the following to this subsection:

(a) **Applicable Taxes.** The Contractor shall, without additional expense to the Owner, pay all applicable Federal and Territorial taxes. The successful bidder shall comply with Section 16200 and 19541.05 of the Government of Guam Code regarding licenses and taxes. In addition to the general contractor liability, subcontractors are also subject to these provisions. The successful bidder will be required to submit a list of his subcontractors and the monetary value of each subcontract to be used for gross receipt tax purposes.

**107.02 Protection and Restoration of Property and Landscape.** - Add the following paragraph to this subsection:

The Contractor shall take all necessary precaution for the protection of utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials.

**107.03 Bulletin Board.** - Add the following to this subsection:

The bulletin board shall have minimum dimensions of three feet vertical and four feet horizontal and can be locked. The bulletin board shall remain the property of the Contractor after completion of the contract.

**107.05 Responsibility for Damage Claims.** - Add the following to this subsection:

(d) **Bodily Injury.** Liability Insurance shall provide a limit of not less than \$100,000 for all damages arising out of bodily injuries to or death of one person; and subject to that limit for each person, a total limit of \$300,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident.

(e) **Property Damage.** Liability Insurance: Property Damage Liability Insurance shall provide a limit of not less than \$50,000 for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total or aggregate limit of \$100,000 for all damages arising out of injury to or destruction of property during the policy period.

Add the following to the end of this subsection:

Three (3) copies of these insurance policies shall be submitted to the Contracting Officer before the start of construction.

At the Owner's request, the Contractor shall furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged or waived. If the Contractor failed to do so, the Owner may serve a written notice to the Contractor to either pay the unpaid bills or withhold from the Contractor's compensation an amount to pay all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully settled.

In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor and any payments made by the Owner shall be considered as payment made under the Contract by the Owner to the Contractor. The Owner shall not be liable to the Contractor of any such payments made in good faith.

**107.10 Environmental Protection.**

containment devices and the curtailment of work during adverse tidal and weather conditions. These devices may include but are not limited to silt fences and sand bags placed strategically around the work area to contain sediments. Construction will be performed in accordance with best management practices (BMPs) to control erosion and minimize sedimentation.

- Erosion control devices will be monitored on a daily basis and augmented as necessary if new erosion points are discovered. In the event of a pending storm, erosion control devices will be inspected to ensure that such devices are in place and are functional. If erosion control devices are found to be non-functional, they shall be repaired within 24 hours. Monitoring and maintenance of erosion control devices and adjacent disturbed areas will continue during and immediately after significant storm events.
- Any soil exposed near water as part of the project shall be protected from erosion (with plastic sheeting, filter fabric etc.) after exposure and stabilized as soon as practicable (with native or non-invasive vegetation matting, hydroseeding etc.). Silt fences and/or other effective devices shall be placed strategically around the work area to contain sediments.
- The stockpiling of any materials will be located a minimum of 50 meters (150 feet) away from buffer zones or areas of potential runoff. Prior to the onset of precipitation, all stockpiles will be removed or covered and protected with soil stabilization measures, such as a temporary perimeter sediment barrier.
- Any under-layer fills used in the project will be protected from erosion with stones (or core-loc units) as soon after placement as practicable.
- The Contractor shall comply with the 2012 Nationwide Permit General Conditions and 2012 Nationwide Permit Honolulu District Regional Conditions. Copies of these documents are attached for reference.

### **(3) Spill Prevention and Clean-Up**

- The contractor shall prepare a spill prevention and clean-up plan to control discharges and manage spills from heavy equipment operating at the site. Spill control BMP's will be implemented anytime chemicals and/or hazardous substances are stored or used on the projects. Employees shall be educated in proper material handling, spill prevention, and clean-up. Clean-up materials, such as containment booms and absorbent pads, shall be located near material storage and use and shall be readily available on-site for cleaning up lubricant or petroleum spills.
- Fueling or repair of project-related vehicles and equipment should take place away from the water and a contingency plan to control petroleum products accidentally spilled during the project shall be developed. Absorbent pads and containment booms shall be stored on-site to facilitate the clean-up of accidental petroleum releases. The contractor shall develop a HACCP plan for this activity (<http://www.haccp-nrm.org/>).
- If refueling is to occur on the project site, dedicated fueling areas should be established and re-fueling practices defined in the spill prevention plan. Dedicated refueling areas will be located at least 150 feet from any buffer- zones, aquatic habitats, or habitats supporting listed species, the fueling areas will have signs posted designating the area

and listing BMPs for refueling of vehicles and equipment. Drip pans or absorbent pads will be used during on-site vehicle and equipment fueling.

- Vehicles that will be operated within 150 feet of any stream, waterbody or wetland shall be inspected daily for fluid leaks before leaving the vehicle staging area.
- In order to prevent potential contamination of receiving waters, all cleaning and maintenance of vehicles and equipment will be performed off-site at a designated wash area.
- The Contractor shall comply with the U.S. Army Corps of Engineers 2012 Nationwide Permit General Conditions and 2012 Nationwide Permit Honolulu District Regional Conditions. Copies of these documents are attached for reference, see SCR 107-7 to SCR 107-25.

#### (4) Invasive Species Prevention and Control

- The contractor shall prepare and implement a HACCP plan to prevent the - introduction and spread of non-native species (<http://www.haccp-nrm.org/>), including the Coconut Rhinoceros Beetle (CRB). U.S. Fish and Wildlife Service can provide guidance and training regarding HACCP planning.
- The contractor shall institute a litter control program for the entire project site. All workers will ensure their food scraps, paper wrappers, food containers, cans, bottles, and other trash from the project area are deposited in covered or closed trash containers. The trash containers shall be removed from the project area at the end of each working day.
- All tools, gear, and construction scrap shall be removed upon completion of work in order to prevent the attraction of non-native pests (mikes, rats, etc.). The Contractor shall include this activity in the HACCP Plan (<http://www.haccp-nrm.org/>).
- All on-site personnel should receive instruction to immediately kill any brown treesnakes (*Boiga irregularis*) found on the property. The Contractor shall include this activity in the BMPs.
- The contractor shall ensure that any materials exported from Guam are thoroughly searched for the presence of brown treesnake prior to leaving the island.
- Upon completion of construction activities, appropriate native and non-invasive species will be planted in landscapes disturbed by construction or earthmoving.

#### (5) Archaeological Investigation

- In the event of discoveries of cultural resources during excavation, construction work at the site of the discovery shall immediately cease and the Guam State Historic Preservation Officer (SHPO), Ms. Lynda B. Aguon, shall be notified as soon as practical at telephone number 475-6294/5, facsimile number 477-2822, or e-mail at [lynda.aguon@dpr.guam.gov](mailto:lynda.aguon@dpr.guam.gov). Construction work away from the discovery site may continue. Construction work at the discovery site will recommence when the Guam SHPO issues clearance to continue excavation. The Contractor shall ensure that

archaeological monitoring and data recovery is performed by a qualified archaeologist under the oversight of the Guam SHPO and Territorial Archaeologist, and in compliance with a SHPO-approved Archaeological Monitoring, Identification, Evaluation and Data Recovery Plan. A preliminary archaeological Monitoring and Discovery Plan for the Bile and Pigua project has been prepared and is attached for reference, see SCR 107-26 to 107-43.

- The Contractor shall be responsible for obtaining the appropriate permits and clearances for the use of staging areas located outside the Area of Potential Effect (APE) (limits of construction) established for this project.
- The Contractor shall notify the Project Engineer a minimum of 72 hours in advance of any excavation that will extend 2 feet or deeper, and will not proceed with any excavation work until cleared to do so by the Project Engineer.

**(6) Worker Education**

- The contractor shall review all BMPs and conservation measures with all workers and made available on the project site. This includes species and habitat specific measures, the erosion control requirements, spill prevention and control plan, and HACCP plan.
- Upon completion of all worker education described above, workers will sign a form stating that they attend the training and understand and will impalement all the conservation measures and protection measures. Training shall be conducted in languages other than English, as appropriate.

**2012 NATIONWIDE PERMIT GENERAL CONDITIONS**

As excerpted from the *Federal Register* /Vol. 77, No. 34 /Tuesday, February 21, 2012 /Notices pp. 10282-10287

**1. Navigation.**

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

**2. Aquatic Life Movements.**

No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

**3. Spawning Areas.**

Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

**4. Migratory Bird Breeding Areas.**

Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

**5. Shellfish Beds.**

No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

**6. Suitable Material.**

No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

**7. Water Supply Intakes.**

No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

**8. Adverse Effects From Impoundments.**

If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

**9. Management of Water Flows.**

To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

**10. Fills Within 100-Year Floodplains.**

The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

**11. Equipment**

Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

**12. Soil Erosion and Sediment Controls.**

Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

**13. Removal of Temporary Fills.**

Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be re-vegetated, as appropriate.

**14. Proper Maintenance.**

Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

**15. Single and Complete Project.**

The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

**16. Wild and Scenic Rivers.**

No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

**17. Tribal Rights.**

No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

**18. Endangered Species.**

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will

determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species specific regional endangered species conditions to the NWP.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

#### **19. Migratory Birds and Bald and Golden Eagles.**

The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

#### **20. Historic Properties**

(a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the preconstruction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete preconstruction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic

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

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

#### **21. Discovery of Previously Unknown Remains and Artifacts.**

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

#### **22. Designated Critical Resource Waters.**

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

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

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

#### **23. Mitigation.**

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

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

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

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

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2)-(14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, and ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to an herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

#### **24. Safety of Impoundment Structures.**

To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

**25. Water Quality:**

Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

**26. Coastal Zone Management.**

In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

**27. Regional and Case-By-Case Conditions.**

The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

**28. Use of Multiple Nationwide Permits.**

The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

**29. Transfer of Nationwide Permit Verifications.**

If the permittee sells the property associated with nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature: "When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below:

\_\_\_\_\_  
(Transferee)

\_\_\_\_\_  
(Date)

**30. Compliance Certification.**

Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the work and mitigation.

**31. Pre-Construction Notification.**

(a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) *Form of Pre-Construction Notification:* The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b) (1) through (7) of this general condition. A letter containing the required information may also be used.

(d) *Agency Coordination:*

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP's and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the preconstruction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWP's, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of preconstruction notifications to expedite agency coordination.

**2012 NATIONWIDE PERMIT HONOLULU DISTRICT REGIONAL CONDITIONS**

Honolulu District has adopted the following Regional Conditions as a means to ensure no more than minimal impacts, on an individual and/or cumulative basis, will occur in waters of the United States by projects authorized by nationwide permit (NWP). The following Regional Conditions are applicable unless the Honolulu District makes a written determination, based on project-specific information, that omitting or deviating from a particular Regional Condition is both merited and would not result in more than minimal impacts to the aquatic environment.

**Coral Reef Advisory:** Please be advised that coral reefs are special aquatic sites with complex ecosystems that may consist of many contributing biological assemblages, including sponges, macroalgae, seagrass, soft corals, gorgonians, etc., in addition to reef-building coral colonies. It should not be assumed that low live coral cover or the absence of live coral colonies in a particular sample or location indicates the absence of potential impacts to a coral reef by a given project. The Honolulu District determines, after coordinating with the appropriate resource agencies, the presence and magnitude of impacts to coral reef special aquatic sites, as well as appropriate and practicable compensatory mitigation requirements, commensurate with the scope and scale of specific authorized activities.

**Regional Condition 1 – Exclusions**

**1. Revoked Permits.**

The following NWPs may not be used to authorize activities within the geographic areas subject to the regulatory jurisdiction of the Honolulu District:

- NWP 21 - Surface Coal Mining Activities
- NWP 24 - Indian Tribe or State Administered Section 404 Programs
- NWP 29 - Residential Developments
- NWP 34 - Cranberry Production Activities
- NWP 39 - Commercial and Institutional Developments
- NWP 42 - Recreational Activities
- NWP 44 - Mining Activities
- NWP 49 - Coal Remining Activities
- NWP 50 - Underground Coal Mining Activities
- NWP 52 - Water-Based Renewable Energy Generation Pilot Projects

**2. Kihei Wetlands.**

The following NWPs may not be used to authorize activities on the island of Maui, Hawaii, within the area bounded by Mokulele Highway to the north, Kilohana Drive to the south, Piilani Highway to the east, and extending to the Pacific Ocean to the west:

- NWP 7 – Outfall Structures and Associated Intake Structures
- NWP 13 – Bank Stabilization

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- NWP 14 – Linear Transportation Projects
- NWP 40 – Agricultural Activities
- NWP 41 – Reshaping Existing Drainage Ditches
- NWP 43 – Stormwater Management Facilities

**3. National Wildlife Refuges, Hawaii State Wildlife Sanctuaries, Hawaii Marine Life Conservation Districts, and Guam Marine Preserve Areas.**

NWPs may not be used to authorize activities within or directly affecting national wildlife refuges, Hawaii state wildlife sanctuaries, Hawaii marine life conservation districts, or Guam marine preserve areas, including wetlands adjacent to such designated areas, unless the Honolulu District determines after coordination with appropriate resource agencies that the activity would result in not more than minimal adverse impacts to aquatic resources.

**4. Anchialine pools, montane bogs, natural freshwater lakes and saline lakes.**

The following NWPs may not be used to authorize activities within anchialine pools, montane bogs, natural freshwater lakes, or saline lakes:

- NWP 3 – Maintenance
- NWP 7 – Outfall Structures and Associated Intake Structures
- NWP 12 – Utility Line Activities
- NWP 13 – Bank Stabilization
- NWP 14 – Linear Transportation Projects
- NWP 18 – Minor Discharges
- NWP 19 – Minor Dredging
- NWP 33 – Temporary Construction, Access, and Dewatering
- NWP 40 – Agricultural Activities
- NWP 41 – Reshaping Existing Drainage Ditches
- NWP 43 – Stormwater Management Facilities

**5. Mangroves and Sea and Freshwater Caves, including Vadose Shafts, Sink Holes, Allogenic Streams, Stream Caves, Phreatic Zones, and Cenotes, in the Territories of Guam and American Samoa and the Commonwealth of the Northern Mariana Islands (CNMI).**

The following NWPs may not be used to authorize any activity in Guam, American Samoa, or the Commonwealth of the Northern Mariana Islands (CNMI) within mangroves or sea or freshwater caves, including vadose shafts, sink holes, allogenic streams, stream caves, phreatic zones, and cenotes:

- NWP 3 - Maintenance
- NWP 7 - Outfall Structures and Associated Intake Structures
- NWP 12 - Utility Line Activities
- NWP 13 - Bank Stabilization
- NWP 14 - Linear Transportation Projects
- NWP 18 - Minor Discharges
- NWP 19 - Minor Dredging

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- NWP 33 - Temporary Construction, Access, and Dewatering
- NWP 40 - Agricultural Activities
- NWP 41 - Reshaping Existing Drainage Ditches
- NWP 43 - Stormwater Management Facilities

**6. Coral Reefs.**

No activity that directly results in a permanent loss of coral reef may be authorized by NWP if the District Engineer determines, after coordinating with appropriate resource agencies, that compensatory mitigation is required.

**7. Stream Modification.**

The following NWPs may not be used to authorize permanent stream channelization or the construction of dams that impound waters of the United States:

- NWP 7 - Outfall Structures and Associated Intake Structures
- NWP 12 - Utility Line Activities
- NWP 14 - Linear Transportation Projects
- NWP 18 - Minor Discharges
- NWP 25 - Structural Discharges
- NWP 40 - Agricultural Activities
- NWP 41 - Reshaping Existing Drainage Ditches
- NWP 51 - Land-Based Renewable Energy Generation Facilities

**Regional Condition 2 – Regional Conditions that apply to all NWPs in the Honolulu District**

**1. Pre-Construction Notification (PCN).**

Notification to the Honolulu District is required, in accordance with General Condition 31, for any activity authorized by NWP that will take place within any of the geographic areas subject to the regulatory jurisdiction of the Honolulu District. You must obtain a written NWP verification from the Honolulu District before commencing the authorized activity.

**2. Compensatory Mitigation.**

Upland vegetation buffers may not be used as the primary or sole method to offset permanent losses of wetland or aquatic resources within the geographic areas subject to the regulatory jurisdiction of the Honolulu District. However, use of vegetated upland buffers is strongly encouraged as part of a compensatory mitigation plan that replaces lost aquatic resource functions through restoration, enhancement, and creation or, under exceptional circumstances, preservation of wetland and aquatic areas. Compensatory mitigation shall provide a minimum ratio of 1:1 replacement of unavoidable aquatic resource function losses or area. (Note: The

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actual ratio may be larger in order to account for the impact plus temporal loss of area/functions and/or uncertainty of mitigation success.)

**3. Minimization Measures**

A plan employing the techniques listed below must be implemented to avoid or minimize disturbance to wetlands, riparian areas and beach fringes and/or to re-establish vegetation in such areas when disturbance cannot be avoided. Areas disturbed during project construction must be revegetated as soon as possible. Erosion protection must be provided and maintained until the soil is permanently stabilized.

a. Avoidance and minimization techniques may vary with site conditions and include, but are not limited to, the following:

- (1) Planning construction access and scheduling work to avoid or minimize damage to wetland vegetation.
- (2) Using crane matting or suitable geotextile material to protect vegetation from damage by heavy equipment.
- (3) Insuring that anchorage of construction barges, equipment, and their anchor lines avoid coral reefs and seagrass beds.

b. Revegetation techniques may vary with site conditions and include, but are not limited to seeding, planting, replacement of reserved ground cover, and/or fertilizing of re-contoured ground to promote re-establishment of natural plant communities. Species to be used for seeding and planting, preferably those that provide the same functions as those species they are replacing, shall follow this order of preference: 1) species native to the site; 2) species native to the area; 3) species native to the state; 4) non-native non-invasive, species. Note: non-native species shall be used only when native species are not available. The following species are known to be highly invasive and shall not be used under any circumstances for revegetation under these NWPs: 1) species included on the USDA APHIS Plant Protection and Quarantine, Federal Noxious Weed List as of 6/7/99; 2) species included on the Hawaii Department of Agriculture, List of Plant Species Designated as Noxious Weeds for Eradication or Control Purposes (6/18/92); and 3) the University of Hawaii, Department of Botany, Distribution Maps of Alien Plants in Hawaii by island, Hawaiian Ecosystems at Risk (HEAR) Project (1/16/01); and 4) plants that score >1 and evaluated as 'Accept' on the Hawaii Weed Risk Assessment.

**4. Site Identification**

Prior to clearing and construction, project limits of authorized sites must be clearly identified in the field (e.g., by staking, flagging, silt fencing, buoys, existing footprint for maintenance activities, etc.) to ensure that impacts to waters of the United States (including wetlands) beyond project footprints are avoided. Such identification of project limits must be properly maintained until construction is completed and the soils have been stabilized.

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**5. Protected or Endangered Species**

a. Constant vigilance shall be kept for the presence of protected species during all aspects of the proposed action. Protected species include plants and animals listed or proposed for listing as threatened or endangered under Endangered Species Act (ESA), birds covered under the Migratory Bird Conservation Act, as well as all marine mammals. Although the protected species potentially affected would be determined on a project-specific basis, protected species typically of concern in Hawaii include: Hawaiian stilt, Hawaiian coot, Hawaiian moorhen, Hawaiian duck, Hawaiian goose, green sea turtle, hawksbill sea turtle, and Hawaiian monk seal. In the Territory of Guam or the Commonwealth of the Northern Mariana Islands species include: nightingale weebler, Mariana common moorhen, green sea turtle, and hawksbill sea turtle. In American Samoa species also include: green sea turtle and hawksbill sea turtle.

b. All on-site project personnel, irrespective of their employment arrangement or affiliation (e.g. employee, contractor, etc.), shall be apprised of the status of any protected species potentially present in the project area and the protections afforded to those species under Federal laws. Brochures explaining the laws and guidelines for listed species in Hawaii, American Samoa, and Guam may be downloaded from [http://www.nmfs.noaa.gov/prot\\_res/MMWatch/hawaii.htm](http://www.nmfs.noaa.gov/prot_res/MMWatch/hawaii.htm) and <http://www.fws.gov/pacificislands/species.html>.

c. The project foreman shall designate an appropriate number of competent observers to survey the area adjacent to the proposed action for protected species. The project foreman shall also have in his/her possession at the jobsite a handout with photographs of protected species that may enter the construction site to assist with identification of the protected species. (U.S. Fish and Wildlife Service – Pacific Islands Fish and Wildlife Office (PIFWO) will provide the informational handout).

d. Surveys of the project area shall be made prior to the start of work each day, and prior to resumption of work following any break of more than one half hour, to ensure that no protected species are in the project area (typically within 50 yards of the proposed work). All work shall be postponed or halted when protected species are present, and shall only begin/resume after the animals have voluntarily departed the area. In the case of sessile species, a conservation plan shall be developed and approved between the Regulatory Branch, U.S. Army Corps of Engineers and PIFWO and/or National Marine Fisheries Service Pacific Islands Regional Office (PIRO).

e. If an onsite protected species does not depart the area on its own for 3 days or more, we recommend that the permittee, or responsible contractor, contact PIFWO for further technical assistance and guidance (808) 792-9400.

f. Any interaction with or incidental take of protected species shall be reported immediately to the Regulatory Branch, U.S. Army Corps of Engineers (808) 438-9258. Additionally, pursuant to the ESA, any take of ESA-listed species (other than marine

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mammals) must be reported to the U.S. Fish and Wildlife Office of Law Enforcement in Honolulu at 1-808-861-8525. Any incidental take of marine mammals shall be reported immediately to the National Oceanic and Atmospheric Administration's (NOAA) 24-hour hotline at 1-888-256-9840. Information reported must include the name and phone number of a point of contact, location of the incident, and nature of the take and/or injury.

Note: Additional requirements may be designated by the Honolulu District as appropriate for specific projects, including all conservation measures and/or best management practices (BMPs) required by any ESA consultation for the project.

**6. Standard Best Management Practices (BMPs)**

Site-specific BMPs are generally a requirement of NWP verifications, either directly or by state water quality certification conditions, which are incorporated by reference. A permittee risks delays or enforcement action if work is commenced pursuant to a site-specific BMP plan that includes regulated activities, such as temporary access fill or stream diversions, that were not authorized under the NWP verification. To facilitate efficient review of a project, site-specific BMPs must be submitted as part of the PCN required for any activity requiring authorization under a NWP.

To the extent applicable, the following BMPs must be implemented to minimize the degradation of water quality and impacts to fish, coral reefs, and other aquatic resources:

- a. Turbidity and sediment from project-related work must be minimized and contained to the immediate vicinity of the authorized activity through the appropriate use of effective sediment containment devices.
- b. To the extent practicable, the work must be conducted in the dry season or when any affected stream has minimal or no flow. The site must be stabilized to prevent erosion and runoff and work must stop during flooding, intense rainfall, storm surge, or high surf conditions. To the extent practicable, shoreline work must be done during low tides.
- c. To the extent practicable, work in the aquatic environment must be scheduled to avoid coral spawning and recruitment periods and sea turtle nesting and hatching periods. Coordination with federal resource agencies (U.S. Fish and Wildlife Service and/or NOAA) can assist in identifying these time periods.
- d. Dredging and filling in the aquatic environment must be designed to avoid or minimize adverse impacts to or the loss of special aquatic sites (wetlands (swamps, marshes, bogs, etc.), mudflats, vegetated shallows/scagrass beds, coral reefs and/or riffle and pool complexes).
- e. All project-related materials (fill, landscaping, etc.) and equipment (dredges, barges, backhoes, etc.) to be placed in any aquatic environment shall be inspected and cleaned of pollutants, organic matter, and invasive species (including snakes, frogs, and marine plants and animals, etc.) prior to use in any aquatic environment.

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- f. No project-related materials (fill, revetment rock, pipe etc.) shall be stockpiled in the aquatic environment (intertidal zones, reef flats, stream channels, wetlands etc.) or in close proximity such that materials could be carried into waters by wind, rain, or high surf.
- g. All construction debris and material removed from the marine/aquatic environment shall be disposed of at an approved upland or alternative disposal site.
- h. No contamination (by trash, debris, sediment, non-native species introductions, attractions of non-native pests, etc.) of adjacent waters of the United States, including special aquatic sites, shall result from project-related activities. Special attention must be paid to the fouling level on barges, vessels, and equipment whereas to minimize the transport and potential introduction and spread of aquatic non-native species. In addition, if dredged or excavated material or structural members are removed from the water or placed in the water, measures must be taken to prevent the spread or introduction of any aquatic non-native species. This shall be accomplished by implementing a litter-control plan and on a site or project specific need basis, developing a Hazard Analysis and Critical Control Point Plan (HACCP – see <http://www.hacpp-nrm.org/Wizard/default.asp>) to prevent attraction and introduction of non-native species.
- i. Fueling of project-related vehicles and equipment shall take place away from the water and a contingency plan to control petroleum products accidentally spilled during the project shall be developed. The plan shall be retained on site with the person charged with the responsibility of compliance with the plan. Absorbent pads and containment booms shall be stored on-site, if appropriate, to facilitate the clean-up of accidental petroleum releases.
- j. To minimize turbidity in the aquatic environment, any under-layer fills used in the project shall be protected from erosion with suitable material (such as precast concrete armor or mat units) as soon after placement as practicable.
- k. Any soil exposed near water as part of the project shall be protected from erosion (with suitable material such as geotextile, filter fabric, etc.) after exposure and stabilized as soon as practicable (with vegetation matting, hydroseeding etc.). Revegetation should follow the established standards in Regional Condition #10 (Minimization Measures).
- l. Silt fences, silt curtains, or other diversion or containment structures shall be installed to contain sediment and turbidity at the work site (a) parallel to, and within 10 feet of, the toe of any fill or exposed soil which may introduce sediment to an adjacent aquatic site; and (b) adjacent to any fill placed or soil exposed within an aquatic site. All silt fences, curtains, and other structures shall be installed properly and maintained in a functioning manner for the life of the construction period and until the impact area is permanently stabilized, self sustaining, and/or turbidity levels, elevated due to construction, have returned to ambient levels.

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m. When the discharge of fill material results in the replacement of wetlands or waters of the US with impervious surfaces, the authorized activity must not result in more than minimal degradation of water quality (in accordance with General Condition 25). To ensure NWP's do not cumulatively degrade water quality from increasing impervious area, projects should incorporate **low impact development stormwater practices** (e.g. native landscaping, bioretention and infiltration techniques, buffers, green roofs, and green spaces) to the extent practical to retain stormflows and pollutants on-site. More information including low impact stormwater concepts and definitions is available at: <http://www.epa.gov/owow/NPS/lid/>.

**7. State of Hawaii, Department of Health, Clean Water Branch (DOH) Requirements (Projects in the State of Hawaii Only)**

- a. You must obtain a Clean Water Act (CWA) Section 401 Water Quality Certification (WQC) from the DOH before the Honolulu District can issue verification for proposed work requiring authorization under CWA Section 404. All conditions of a Section 401 WQC issued for a project are hereby incorporated into the project's NWP verification and are subject to discretionary enforcement by the Honolulu District. The permittee is strongly encouraged to submit a DOH WQC application to DOH, with site-specific BMPs, applicable monitoring plan, and any dredge spoils management plans.
- b. You must contact the DOH to determine if a National Pollutant Discharge Elimination System (NPDES) permit is required. For work authorizations requiring verification solely under Section 10 of the Rivers and Harbors Act of 1899, any best management practices (BMPs) required or recommended by the DOH for purposes of avoiding and minimizing the discharge of pollutants, other than dredged or fill material, into state waters, including 303(d)-listed impaired waters, are hereby incorporated into the NWP verification. These conditions are subject to discretionary enforcement by the Honolulu District.
- c. For projects directly impacting "Impaired Waters" as listed on the most recent CWA Section 303(d) list (<http://hawaii.gov/health/environmental/water/cleanwater/integrated/index.html>), the PCN shall:
  - (1) Identify the waterbody as an "Impaired Water" and,
  - (2) Identify mitigating measures or BMPs necessary to avoid further degradation of the impaired water.
- d. You may dispose of dredged spoils at state permitted landfills, provided you comply with the landfill's acceptance criteria. Preapproval by the DOH-Solid and Hazardous Waste Branch is not required for this action. The generator shall provide documentation to DOH upon request. You may use dredge spoils at off-site locations, provided the dredged spoils meet the Hawaii DOH Soil Environmental Action Levels for unrestricted use. You must adequately characterize the dredged spoils, including conducting

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sampling and analysis in accordance with the HEER Office Technical Guidance Manual and other relevant guidance documents. Sampling methodology and analytical results shall be documented, including a comparison to EALs, and maintained by the generator. The spoils shall also meet the definition of inert fill material, which generally includes "...earth, soil, rocks, and rock-like materials... [that do not] contain vegetation or other organic material, or other solid waste." The generator shall provide the documentation to the DOH upon request. Offsite placement of dredged spoils that do not meet the above criteria or occur without adequate records may be considered illegal dumping, subject to enforcement action.

**Regional Condition 3 – Acreage Limitation**

The maximum acreage loss of waters of the United States for the total project may not exceed 1/10-acre resulting from any discharge of dredged or fill material in a special aquatic site, including wetlands, if authorized by the following NWP, or a combination of any of these NWPs:

- NWP 3 - Maintenance
- NWP 7 - Outfall Structures and Associated Intake Structures
- NWP 40 - Agricultural Activities
- NWP 41 - Reshaping Existing Drainage Ditches
- NWP 43 - Stormwater Management Facilities
- NWP 45 - Repair of Uplands Damaged by Discrete Events
- NWP 46 - Discharges in Ditches
- NWP 51 - Land-Based Renewable Energy Generation Facilities

**Regional Condition 4 – Length Limitation**

Any discharge of dredged or fill material in any stream, including intermittent and ephemeral streams, may not exceed 200 linear feet if authorized by the following NWPs:

- NWP 12 - Utility Line Activities
- NWP 13 - Bank Stabilization
- NWP 14 - Linear Transportation Projects
- NWP 40 - Agricultural Activities
- NWP 45 - Repair of Uplands Damaged by Discrete Events
- NWP 46 - Discharges in Ditches
- NWP 51 - Land-Based Renewable Energy Generation Facilities

**Regional Condition 5 – Sidcasting**

Except for activities authorized under NWP 12, no activity may sidecast material into waters of the United States.

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For any activity authorized under NWP 12, no material may be sidecast into flowing waters or waters subject to tidal action. Any material removed from an area suspected to contain contamination may not be sidecast for re-use, but must be disposed of in an upland location. All sidecast material must be completely removed at the earliest practicable date but no later than 30 days after its placement in waters of the United States.

**Regional Condition 6 – Road Crossings**

Use of embedded or bottomless arch culverts is required when practicable, especially where frequent culvert maintenance or replacement is needed, for any activity authorized under the following NWPs:

- NWP 3 - Maintenance
- NWP 14 - Linear Transportation Projects
- NWP 27 - Aquatic Habitat Restoration, Establishment, and Enhancement Activities
- NWP 37 - Emergency Watershed Protection and Rehabilitation
- NWP 40 - Agricultural Activities
- NWP 41 - Reshaping Existing Drainage Ditches
- NWP 45 - Repair of Uplands Damaged by Discrete Events

Culverts must maintain the original and natural full bank capacity (cross-sectional volume) of the channel. If a bottomless culvert cannot be used, a rock apron with an appropriate slope (determined on a site or project specific basis), or other appropriate measures must be incorporated to prevent perching of the culvert or scouring that could obstruct up- and downstream native stream species migration. To preserve a natural stream bed, bridge designs that span the stream or river, including pier or pile supported spans, are encouraged.

**Regional Condition 7 – Bank Stabilization.**

Vertical walls and/or non permeable rigid structures such as pre-cast concrete, concrete rubble masonry, and cast-in-place structures may not be used for bank stabilization authorized under the following NWPs:

- NWP 13 - Bank Stabilization
- NWP 14 - Linear Transportation Projects
- NWP 27 - Aquatic Habitat Restoration, Establishment, and Enhancement Activities
- NWP 45 - Repair of Uplands Damaged by Discrete Events

**Regional Condition 8 - Mooring Buoys.**

Within 7 days of installation of a mooring buoy authorized by NWP 10, you must provide the as-built coordinates of its location to the Honolulu District and the U.S. Coast Guard.

**Regional Condition 9 – Runways and Taxiways.**

NWP 14 may not be used to authorize runways or taxiways.

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**DEFINITIONS**

**Allogenic streams** - streams flowing from an impervious surface, such as volcanic rock into porous limestone. Example: in Northern Guam, such streams will percolate into the ground and can flow into the marine environment from subsurface channels.

**Anchialine pools** – marine or brackish water bodies that have no surface connection but that, through permeable substrates, have subsurface hydrologic connection to the ocean.

**Cenotes** - sinkholes open to the surface and extending into groundwater.

**Coral Reefs** - As defined at 40 CFR 230.44 (Clean Water Act, Section 404(b)(1) Guidelines), coral reefs consist of the skeletal deposit, usually of calcareous or siliceous materials, produced by the vital activities of anthozoan polyps or other invertebrate organisms present in growing portions of the reef.

**Phreatic zones** - the zones along a coast where freshwater and saltwater mix usually causing rapid dissolution of limestone with a resulting cave formation

**Sinkholes** - caves formed when a water formed cave either collapses or is opened up by adequate dissolution of limestone by water.

**Stream caves** - a series of caves formed by water flowing through limestone usually structurally complex.

**Vadose Shafts** - vertical shafts in limestone that allows rapid passage of water into the ground water lens.

MONITORING AND DISCOVERY PLAN  
BILE AND PIGUA BRIDGE REPLACEMENT PROJECT

Prepared by

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Prepared for

Dept. of Public Works  
Government of Guam

October 25, 2011

## INTRODUCTION

Department of Public Works (DPW) intends to contract an archaeological firm to undertake archaeological monitoring, site preservation, and data recovery measures in conjunction with ground disturbing activities associated with the Bile and Pigua Bridge Replacement Project, Guam. The goal of this research program will be the identification, description, evaluation, recovery, analyses, reporting, and preservation of significant historic resources that may be encountered during the project. The Monitoring and Discovery Plan is intended to guide all subsequent archaeological investigations related to the project. The provisions included in this plan are consistent with consultations with the Guam Historic Preservation Office (GHPO) and its governing mandates including Guam Executive Orders 89-9 and 89-24 and Public Law No. 20-151.

The Bridge Replacement Project also involves the Federal Highway Administration and the U.S. Army Corps of Engineers (USACE). Therefore it falls under provisions of Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended. Regulations that implement the NHPA are detailed in the U.S. Code of Federal Regulations (CFR) at 36 CFR Part 800. Section 106 of the NHPA requires that the agencies must take into account the effects of the undertaking upon cultural resources and must consult with the State Historic Preservation Officer (SHPO) and others, to insure that damage to any cultural resources within the project area be avoided or mitigated.

A Section 106 Request for Concurrence letter dated September 13, 2011 was sent from Richelle M. Takara of the Federal Highway Administration in Honolulu to Lynda Aguon, Guam Historic Preservation Officer, Historic Resources Division. The FHA determined that the proposed undertaking would have no adverse effect on historic properties because archaeological monitoring would be performed by a qualified archaeologist under the oversight of the SHPO and State Archaeologist, and data recovery in compliance with an approved Archaeological Monitoring and Data Recovery Plan would be implemented in the event that the archaeological monitor identified historic properties during earthmoving or construction activities.

The purpose of the monitoring is to assess, document, record, and recover historic resources exposed by the construction excavations. Thus, the loss of any cultural deposits and/or features from the archaeological record will be mitigated by the information gained through the field investigations and laboratory analyses. The results of the field and laboratory work will be presented in a technical report compiled by the archaeological team. The archaeological team must meet the qualifications listed in the NHPA for archaeologists working on Guam. Copies of the team's technical report will be furnished to appropriate stake holders.

The Bile and Pigua Bridge Replacement Project involves the removal of each existing bridge and its abutments, the installation of two new bridges, modifications to bridge approaches, the relocation of the existing 8" waterline located on the seaward side of the road, the relocation of an underground cable and cable box on the inland side of the road, and the removal of three

concrete power poles. These tasks, and any other ground disturbing activities related to the project comprise the Area of Effect (APE).

Each new bridge will be 30 ft wide. No major work will occur along the river channels outside of the highway right-of-way, which is 6 ft on either side of each bridge. The stream banks under the new bridges will be reinforced. The existing sewer line, located on the inland side of each bridge, will be left in place.

An archaeological assessment of the Bridge Replacement project area by Micronesian Archaeological Research Services (MARS) for Duenas, Camacho and Associates (DCA) in January 2011 noted that archaeological sites have been identified along the Guam's southwestern shoreline from Toguan Bay (north of the project area) to Merizo (southeast of the project area). An archeological site (66-06-0122) identified between the Bile and Pigua Rivers was removed from Guam's site inventory list in the 1970s as it was determined to have been destroyed by activities related to home and road building (GHPO site files). Since the subsurface horizontal and vertical limits of this destroyed site remain unknown, and due to the fact that archaeological sites occur along the shoreline north and south of the project area, there is a high possibility that mechanical excavations related to the Bridge Replacement project, particularly the relocation of the 8" waterline, could encounter significant historic resources. Buried utilities and private lands abutting the road corridor presented serious obstacles to pre-construction archaeological testing.

Specific measures to avoid or mitigate potential adverse effects to historic resources within the project area include the following:

- 1) Archaeological monitoring will be conducted of all ground disturbing activities to identify previously unidentified features, deposits and artifacts.
- 2) All historic and prehistoric features, deposits, or materials uncovered or impacted during ground disturbing activities will be recorded and evaluated.
- 3) Appropriate preservation, recordation, or data recovery measures will be completed at all significant historic or prehistoric features and deposits.
- 4) Data derived from the archaeological monitoring and data recovery investigations will be fully analyzed and reported.
- 5) Consultations will occur with the GHPO, DPW, and FHA if human skeletal remains are uncovered during the project.

The Archaeological Monitoring and Discovery Plan includes the following sections; Introduction, Project Area Description, Background Research, Previous Archaeological Research, Archaeological Expectations, Archaeological Research Plan, and a Burial Treatment Plan. The Cultural Historic Background, Previous Archaeological Research, and Archaeological Expectation sections summarize historical and archaeological data relevant to the potential for archaeological features and deposits within the project area, and the types of archaeological deposits expected. The Archaeological Research Plan specifies the scope of the monitoring

investigations, the field methods to be utilized during these investigations, the data recovery and preservation strategies to be applied to discovered properties, as well as the research orientation and methodologies to be utilized during recovery, analyses of archaeological remains recovered from the project area, reporting of field and laboratory results, and the disposition of documents and materials resulting from the investigations. The Burial Treatment Plan presents a set of specific methods to be implemented should human remains be uncovered.

### PROJECT AREA DESCRIPTION

The Bridge Replacement Project is located on the southwestern shoreline in Merizo District, Guam. The northern bridge, Bile, is situated approximately one-tenth of a mile north of the Pigua Bridge. The project area is located along Route 4, just south of Toguan Bay, where the two rivers (Bile and Pigua) empty into the Philippine Sea (Figure 1). Route 4 in this area is situated on level land approximately 75 m east of the eroding shoreline. The elevation of the road is 10-15 ft above sea level. Private homes, with access to the road, line both sides of the road in this area.



Figure 1. USGS Quad map showing the Bile and Pigua Rivers. The brackets mark the general project area.

The soil on either side of Route 4 in the vicinity of the bridges is Inarajan clay with 0 to 4 percent slopes (Young 1988). This deep, poorly drained soil on broad valley bottoms formed in alluvium derived from volcanic rock and limestone.

Vegetation in the vicinity of the bridges includes tangán-tangan (*Leucaena leucocephala*), pago (*Hibiscus tiliaceus*), coconut (*Cocos nucifera*) and mango trees (*Mangifera indica*), ferns and grasses, as well as some ornamentals.

Much of the project area is currently covered by pavement and concrete. Large boulders, or riprap, line the banks of the Pigua River.

## CULTURAL HISTORICAL BACKGROUND

### Prehistoric Period

Guam's cultural history may be divided into the Prehistoric Period beginning c. 3,500 years ago and the Historic Period that began with European Contact in the 16<sup>th</sup> century. Generally the Prehistoric Period is divided into two phases, the Pre-Latte and the Latte. The Historic Period is divided into Spanish, First American, Japanese Occupation/World War II, and Second American Periods.

Marianas archaeologists recognize two broad Prehistoric (or pre-European Contact) cultural phases, the Pre-Latte and the Latte. The Pre-Latte Phase (or Unai as it is sometimes called) extends from initial human occupation of the Marianas about 3,500 years ago until about 1,000 years ago. Based on differences in the pottery, the Pre-Latte Phase can be divided into shorter temporal intervals such as the Early, Mid, and Late Pre-Latte. The shift from the Pre-Latte to the Latte Phase began around A.D. 800/900. The Latte Phase continued for about 700 years until the Spanish arrived in A.D. 1521.

The most prominent characteristic of the Latte Phase is the latte set, two rows of stone pillars and caps which are generally thought to have served as a foundation for a wood and thatch super structure. Latte sets occur in coastal settings and at inland areas near water sources. Important Latte Phase traits include large basalt mortars, ceramics, basalt ground stone tools, *Tridacna* shell adzes, *Isognomon* shell fish hooks and gorges, slingstones, *Spondylus* shell beads, and human interments. Human skeletal remains are closely associated with Latte Phase residential areas situated along the shoreline.

### Spanish Period

The Spanish Period began in 1521, the year Magellan stopped in the islands during his attempt to sail around the world. In 1565 Legazpi claimed the Marianas for Spain. In 1668, the first Spanish Catholic mission and colony were established in Hagåtña, followed by 30 years of intermittent warfare. By 1700, peace had been achieved and the Spanish resettled the remaining Chamorros into six villages on Guam. Each village had a church and an administrative center. The project area is situated between two of these early villages, Umatac to the north and Merizo to the south.

During the Manila galleon era (c. 1565-1815), the Europeans introduced a variety of plants and animals to Guam. Among the plants were corn, sweet potatoes, rice (this grain had been grown prehistorically as well; see Hunter-Anderson et al. [1995] for archaeological evidence), coffee, and tobacco. Also incorporated into the evolving island culture were the

Mexican *metate* and *mano* to process dried corn, the griddle (*kommat* in Chamorro; Topping et al. 1975) on which to cook the tortillas, the oven (*hotno*) to bake and roast, and a metal hoe (*fusiños*) to work the soil. Among the introduced animals were deer and carabao from the Philippines, as well as cattle, horses, goats, pigs, turkeys and chickens.

The Europeans also introduced new construction techniques as they built stone churches, administrative buildings, schools, fortifications, bridges, and beehive ovens utilizing limestone and reef rock. Some structures were built entirely of dressed blocks of stone, while others were built using a technique called *mamposteria* which relied on a wooden post framework with the areas between the smoothly plastered walls filled with rock rubble. Red clay tiles and bricks were also utilized in the new structures.

#### First American Period

After more than 300 years as a possession of Spain, Guam became a possession of the United States in 1898 as a result of the Spanish-American War. The two bridges were apparently built during the First American Period. A Corps of Engineers map (Sturdevant 1913-14) map compiled near the beginning of this era shows a good road from Inarajan to Merizo, and a good road from Umatac to Agat, but a poor road between Merizo and Umatac.

Captain Henry Price, who served as the governor of Guam from 1923 to 1926, saw a need for a highway between Agat and Merizo to open up an important agricultural area to the port in Piti and to the capital city of Hagåtña. Price recommended to the Navy that federal aid be used to extend roads and maintain those in existence. In 1924 a start was made on extending the road between Merizo and Umatac, and a concrete bridge was built in Umatac (Sanchez 1988:115).

Captain Lloyd S. Shapley, who followed Price and served as governor from 1926-1929, continued with improvements to the road system, including the Merizo to Umatac road. During his term, four reinforced concrete bridges were built along this road at the Utoto, Bile, Ajmo, and Toguan Rivers (Sanchez 1988:117). The names of the four bridges above are listed in order from south to north.

A Marine Corps Schools map made in 1922 with corrections up to January 1, 1942 shows the Ututo River emptying into Mamaon Channel, and the Bingot and Bile Rivers emptying into Bile Bay. What is now called Pigua River was called Bingot on the 1922-42 map (Figure 2). The Ajmo River is not named on the 1922-42 map, but a short river is shown between the Bile River and the Toguan River to the north. The beach there is labeled Ajmo Beach on the USGS Merizo Quadrangle map (2000) (Figure 2).

With regard to the public works projects accomplished during Shapley's term, Sanchez (1988) does not mention a bridge over the Bingot (or Pigua) River, however the road is shown to be very close to the beach, so it is possible that no bridge was needed over the Pigua River. Since concrete bridges were built to the north and south, evidently the road through the project area between the two rivers could be traversed. Alternatively, there was a wooden bridge over the Pigua River.

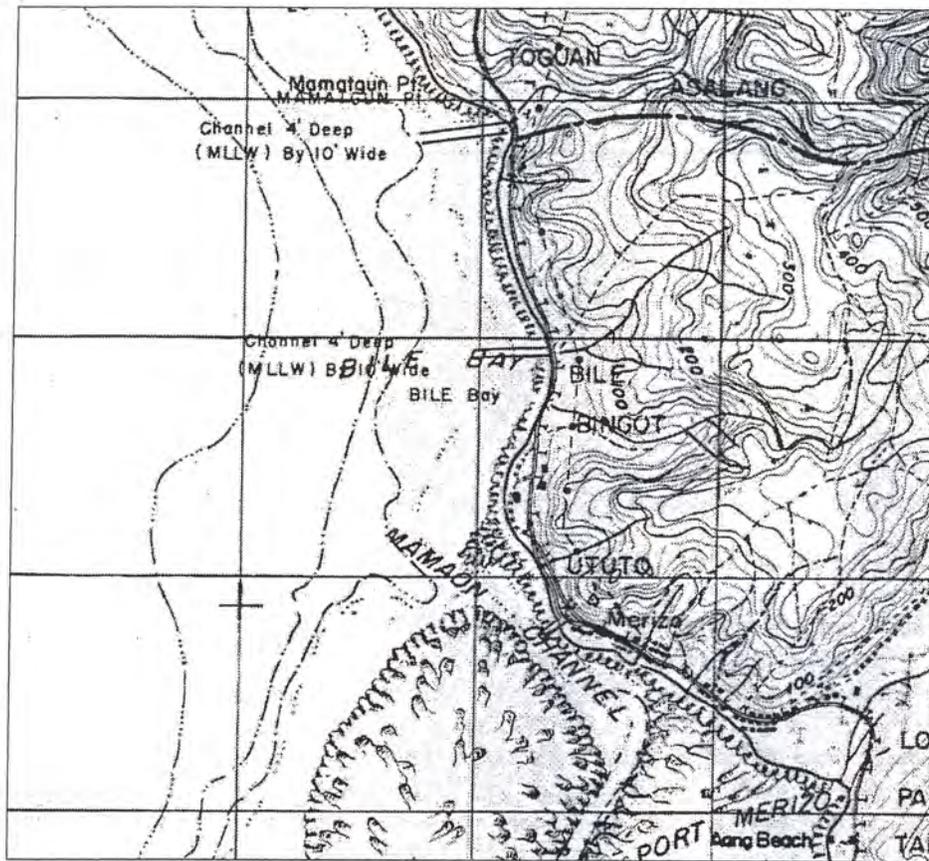


Figure 2. Map of the project area showing the two rivers, Bile and Bingot (now Pigua) and the road. Taken from Marine Corps Schools map 1922-1942.

#### Japanese Occupation/World War II

Detailed descriptions of the Japanese Occupation, which coincided with U.S. entry and involvement in WWII may be found in Sanchez (1979, 1988). On Dec. 10, 1941 the Japanese troops landed in Tumon and Agana Bays and made their way to Hagåtña, where, after a short battle, they captured the island and established administrative headquarters. Most of the Chamorro families left their homes in Hagåtña and moved to their ranches, where they stayed until they were forced to march to Manenggon just prior to the American re-taking of the island in July 1944.

Beginning in the early part of 1944, if not before, the Japanese began to fortify the island against an American invasion. In anticipation of an attack from the sea, the island's shoreline was fortified (Crowl 1960:333). A labor force of Chamorro male conscripts dug the caves and trenches, built pillboxes and barricades, and laid the underwater mines which made up the coastal defense system.

American forces landed at Agat and Asan on July 21, 1944, and it took nine days of fierce fighting to reach the Final Beach Line, an arbitrary line drawn along the high ground from

Adelup south to Facpi Pt. After losing this ground, the Japanese troops withdrew to the Mt. Santa Rosa and Mt. Mataguac areas in northern Guam for a final stand. On August 10, Guam was again controlled by the Americans (Rogers 1995:193). One last battle occurred on August 10-11. When it was over, Tokyo acknowledged the fall of Guam. On August 15<sup>th</sup>, the U.S. Island Command took over the administration of Guam (Rogers 1995:193).

#### Second American Period

The post-war years have seen major changes in landscape and lifestyle on Guam. Population has increased as have the number of private businesses and government agencies. In 1950 the Organic Act was passed, granting U.S. citizenship and some measure of self-government to the Guamanian people. The requirement of U.S. Navy security clearance to enter Guam was lifted in 1962, and by the mid-1960s Japanese tourists began to visit the island. The Vietnam War military build-up and refugee influx in the 1970s was followed by immigration from neighboring islands. Presently there are c. 170,000 residents and the U.S. military bases are undergoing another build-up of personnel, facilities, and equipment.

#### PREVIOUS ARCHAEOLOGY IN THE VICINITY OF THE PROJECT AREA

Since their original construction, the Bile and Pigua Bridges have been reconstructed and repaired from time to time, most recently in 2007 (see Yee 2007). In 2007 International Archaeological Research Institute, Inc. (IARII) was contracted to monitor repairs to the Bile and Pigua Bridges (Yee 2007). Since the repair work did not extend beyond the existing bridge footprints, no undisturbed cultural deposits were encountered. However old, rotting tarred timbers were exposed below the surface asphalt in the Bile Bridge (Yee 2007:9). According to Yee (2007:2) the Dept. of Public Works thought the timbers could date to the construction that took place in the 1960s (Yee 2007:2). Yee (2007:2) recommended that future bridge replacement activities involve archaeological study.

During the construction of the Merizo-Umatac road in 1926, W. C. Dale found pottery sherds just north of Bile Bay at a site now known as the Ajmo Beach Complex (66-06-0118). Dale's notes and artifact collection, housed at the Bishop Museum in Honolulu, were available to Laura Thompson. Thompson (1932:31) includes a description of the site from Dale's notes. Latte Period pottery was found on the south bank of the Ajmo Creek. "At this site, the soil to a depth of 18 inches yielded an average of 8 pounds of sherds per cubic foot" (Thompson 1932:32). The Ajmo Site (66-06-0118) is located on private land a short distance north of Bile Bridge. Located outside the current project area, the site is listed on the Guam Inventory of Archaeological Sites.

The Toguan Bay Site (66-06-0131), located a short distance north of the Ajmo Site, was investigated by a team of archaeologists from the government archaeological office in 1978-79 (Montvel-Cohen and Moore 1981). At the time it contained a latte set and a basalt mortar as well as intact cultural deposits containing Latte Period pottery, stone and shell tools, marine shells, and human skeletal remains. The site was situated on both sides of the Toguan River and it extended inland from the beach into the river valley. The site measured 100 meters by 750 meters.

Four zones were identified within the site: 1) beach strand, 2) the valley, 3) the latte structure, and 4) the mountain slopes. Nineteen test pits were excavated. Test Pits A through E were associated with the latte set. Test Pits F through P were located inland along the river valley or on the higher ground of the valley slopes. Seven of those eleven test pits were sterile including all four of the river valley test pits (G, H, I, and O). Test Pits Q through S were located near the beach. The beach units were the most productive, yielding cultural material to a depth of 120 cm below surface.

A total of 3,280 Latte Period pottery sherds was recovered from the hand excavations. Pottery density was highest in the excavations near the beach. Seven of the 19 test pits yielded marine shells. No shell adzes nor fishhooks were found in the excavations, but two shell beads were recovered from the surface of Test Pit R, located on the beach strand. No radiocarbon dates from this site are available.

The latte set appeared to have been an eight-shaft set with basalt uprights and capstones. A *lusong* or mortar with a single grinding hole was found associated with the latte set. Other stone tools recovered during the excavations included a broken basalt adze blade, five basalt pestles, and fragments of ground stone tools.

No complete human burials were excavated, but a few deteriorated and unidentifiable bones and two human teeth were found in Test Pit A, located at the latte set. The teeth had betel staining.

The Merizo archaeological site (66-06-0116) begins just south of the Pigua River and it continues toward the main village center. Within the contemporary village area, pockets of intact pre-contact and Spanish Period cultural deposits have survived. Monitoring the excavation of a utility line along the road through Merizo in the late 1970s exposed seven burials in an area just northwest of Achang Bay (Montvel-Cohen and Moore 1981). These were not recovered. Other burials exposed under the road in front of the Catholic Church during 2005 were thought to date to the mid to late 1800s (Yee pers. comm. 2011).

In 1965-66 Reinman identified archaeological site 66-06-0122 along the shoreline between the Bile and Pigua Rivers. In the 1970s this site was removed from GHPO's site inventory list because it was judged to have been destroyed by construction relating to homes, utilities, and roads.

The archaeological review indicates that the coastal area in the vicinity of the Bile and Pigua Bridges has been occupied at least since the Latte Period. No Pre-Latte Phase sites dating from the arrival of the first people in the Marianas about 3500 years ago until 1000 years ago, have been found in the vicinity of the bridges. But few archaeological investigations have been completed along this section of the southwestern shoreline.

In 2008 MARS archaeologists inspected the banks of the Bile and Pigua drainage channels for DCA. On the inland (east) side of the road between the two bridges there is an existing, buried sewer line.

The north and south banks of the river east of the **Bile Bridge** are covered with rock rubble. The rubble indicates that this area, in the vicinity of the buried sewer line, has been previously disturbed. The southern bank of the Bile River, 5.5 m west of the bridge is 2.45 m tall. Its face was cleared. From ground surface to a depth of 1.0 m there is back fill composed of dredged material, sand, broken coral, concrete blocks, glass, rebars, and soil. From 1.0 to 1.20 m below the surface there is a dark brown silty clay that probably marks the original ground surface (Photo 1).



Photo 1. Cleared face of the south stream bank 5.5 m west of Bile Bridge guardrail.

A glass fragment, possibly from a clear Coca Cola bottle, was observed at the top of this layer. From 1.20 to 2.30 m below ground surface there is a reddish brown silty clay. One Latte Period pottery sherd was recovered from this layer. From 2.30 to 2.45 m below ground surface there is a layer of sapprolitic basalt cobbles and chunks that probably decayed in place.

West of the **Bile Bridge** there are privately owned house lots, one on the north side of the river and another on the south side of the river. The seaward edges of these lots, on either side of the river mouth are eroding. One historic porcelain fragment was observed in the stream bed west of the bridge. With the exception of recent garbage, no other significant historic items were seen in the river channel.

The north and south banks of the river immediately east of **Pigua Bridge** are covered with rubble that indicate the area has been previously disturbed. This would be the area above the buried sewer line. The southeastern river bank forms the northern edge of the lot currently under the care of Frank Acfalle and his family who live on the property. Latte Period pottery

sherds are visible on the surface of his parcel and on the surface of the inland parcel north of the bridge. West of Pigua Bridge, the north river bank has been faced with large limestone boulder riprap (Photo 2). The boulders range from .80 to 1.20 m long along one axis and they are stacked three courses high.



Photo 2. View of the boulder rip-rap facing the stream bank northwest of the Pigua Bridge.

The southwest river bank is about 2.40 m high. A .75 m wide face of the bank was cleared 5.25 m west of the guardrail on the west side of the road (Photo 3).

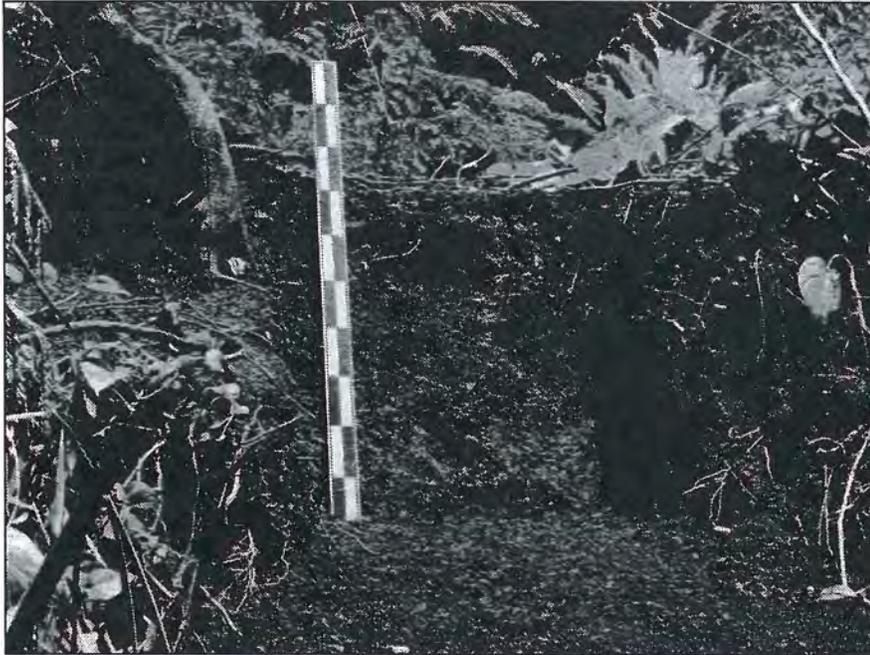


Photo 3. Cleared face of the south stream bank 5.25 m west of Pigua Bridge guardrail. The intervals on the photo stick are 10 cm long.

From ground surface to a depth of .15 m there was a light brown humic soil. From .15 to .45 m there was a dark brown to black layer of silty clay containing Latte Period pottery. Three body sherds were recovered from this layer, one at a depth of .20 m below ground surface. Also seen in this layer were a piece of cinder block and a rusty metal can. These items indicate that this layer may have been previously disturbed. From .45 to .85 there was a culturally sterile layer of reddish brown silty clay. A large mango tree is growing just south of the stream on the west side of the bridge. Small fragments of Latte Period pottery sherds and marine shells were seen on the ground surface below the tree. An abandoned house sits on the lot southwest of Pigua Bridge.

#### ARCHAEOLOGICAL EXPECTATIONS IN THE PROJECT AREA

Based on the background reviews and preliminary investigations by MARS, it appears that the area was utilized during the Latte Period if not earlier. In addition, people probably traversed the area as they traveled between Umatac and Merizo during the Spanish and First American Periods. Therefore, one would expect to encounter intact midden deposits, stone and shell tools, Latte Period and Historic Period ceramics, as well as intact features such as fire pits and earth-ovens in the undisturbed areas along the road corridor, under the existing paving and backfill, along the relocated waterline, or other areas where the ground will be disturbed. There is a possibility of encountering human skeletal remains as well.

## ARCHAEOLOGICAL RESEARCH PLAN

An archaeological monitor will observe all project related ground disturbing activities in conjunction with the removal and replacement of the two bridges including the modifications to their approaches, the relocation of the existing 8" waterline located on the seaward side of the road, the relocation of an underground cable and cable box on the inland side of the road, and the removal of three concrete power poles (Figs. 3-4). Once the staging area has been selected, the archaeological team will survey the area to determine if intact cultural deposits are present and are likely to be affected. Shovel testing may be undertaken to assess the subsurface deposit. If the staging area contains significant cultural deposits, the archaeological team, after consulting with the GHPO, may recommend that the contractor select a different site, introduce a protective layer of fill material, or choose some other way to protect the site.

The basic objectives of the archaeological monitoring fieldwork will be as follows:

1. To identify and evaluate potentially significant historic properties exposed by the excavations.
2. To notify GHPO and DPW upon discovery of any significant archaeological, historical, or cultural properties or objects.
3. To carry out an appropriate level of site recording (including plan mapping, profiles, written descriptions and photographs) and collection of diagnostic/museum quality artifacts, necessary to document and evaluate identified deposits or features.
4. To undertake, if necessary, data recovery excavations intended to mitigate unavoidable damage to significant archaeological deposits and features, including analysis of recovered data and preparation of appropriate reports.

### Monitoring Procedures

The significance of all archaeological remains identified within the project area will be assessed in terms of the National Register criteria contained in the Code of Federal Regulations (36 CFR Part 60).

The normal monitoring crew will consist of one person who will be present on-site whenever excavation or other ground disturbing activities are being conducted. The monitor will watch the ongoing excavation and examine the exposed soil to recover and record portable cultural remains. Daily monitoring records will be completed.

In the event potentially significant archaeological remains are identified within the construction excavations, further disturbance will be immediately halted and the archaeologist will work to record and evaluate the exposed data as expeditiously as possible. The discovery of significant archeological deposits or features will require consultation with GHPO and DPW.

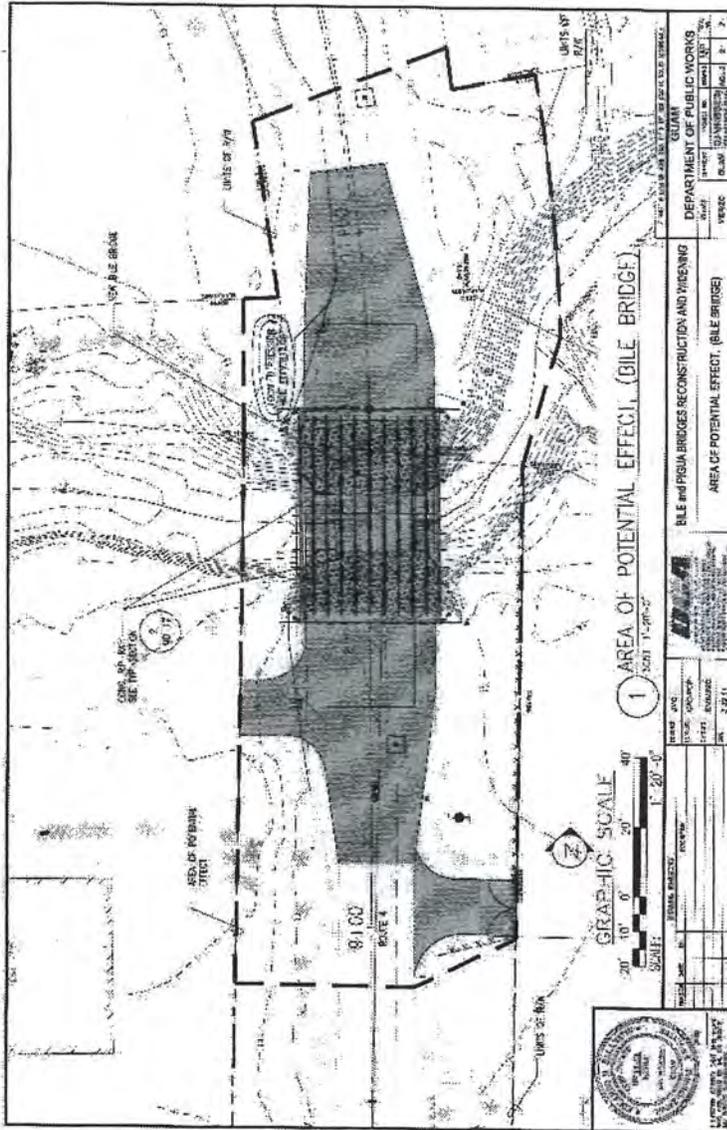


Figure 3. Plan of Bile Bridge showing the area of effect.

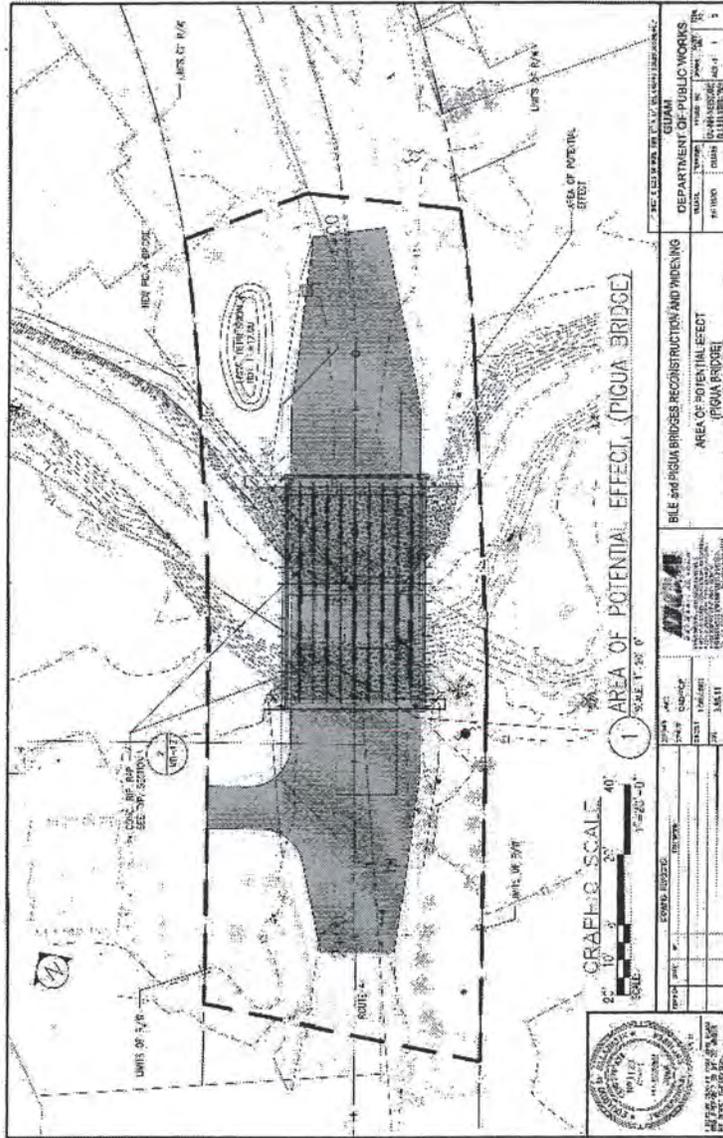


Figure 4. Plan view of Pigua Bridge showing the area of effect.

Anticipated cultural materials include both prehistoric and historic items. Diagnostic items in disturbed soils may be collected. If intact cultural deposits are encountered, the archaeological team will collect individual items and quantitative samples and place them in appropriately labeled collection bags. Stratigraphic profiles will be drawn. Photographs will be taken. A field catalog will be maintained. Hand excavated soils will be screened through a 1/8 inch mesh if possible. Charred material from intact features, such as earth-ovens or hearths will be collected for radiocarbon processing. Appropriate soil samples for further study will be taken during hand excavations and/or from the walls of the construction excavations. All recovered materials will be taken to the archaeological consultant's facility on Guam for processing and analyses.

#### Laboratory Analyses

The ceramics, artifacts, and non-human faunal remains will be analyzed on Guam. The traditional ceramics will be subjected to an attribute analyses that records information about temper content, surface treatment, rim type, wall and rim thickness. The pottery data set can be compared with pottery collections from other Guam sites to see how similar or different they are and that information may provide insight as to how the people were organized on the island. Marine shells will be sorted to the lowest possible taxon (family, genus, or species), counted and weighed. The marine shell data set can be compared with other collections from similar time periods to look at differences in shell habitats. Stone and shell tools and other artifacts will be described and photographed. The tools provide information about the range of activities that were carried out at the site.

Charred materials will be sent to off-island laboratories for radiocarbon dating. Charred wood remains will be sent to off-island laboratories for identification. Soil samples will be submitted to off-island laboratories for pollen and phytolith analyses. The results of these specialized studies can provide information about past environmental conditions in this part of Guam. Knowledge of past environmental conditions is important for accurate archaeological interpretations. If possible, the sequence of the soil samples will be calibrated by radiocarbon assay.

If human remains are encountered, DPW and its contractors will consult with GHPO to determine if they can be left in place. If they are to be removed, the costs of recovery, analysis, and reburial will be negotiated between the archaeological contractor and DPW (see Burial Treatment Plan below).

#### Report Preparation

A letter report detailing the field findings will be submitted within 10 days of the end of field work. Results of the laboratory analyses will be incorporated into a draft technical report that will be completed within six months after the end of field work. The preparations of the technical report will not delay bridge construction. The report shall conform to the GHPO report requirements. Once the GHPO approves the technical report, copies of the final report will be provided to the Guam Museum, the Hagåtña Library, DPW, and MARC at the University of Guam.

## Disposition of Cultural Material

Once the technical report has been finalized, the cultural material will be made available to the Guam Museum.

## BURIAL TREATMENT PLAN

Burials are to be treated in accordance with Executive Order 89-24 and with the Dept. of Parks and Recreation's General Guidelines for Archaeological Burials. The guidelines specify that when human bones are found at an archaeological site, they are to be left undisturbed if possible. This requirement sometimes results in the redesign of a construction project. If it is not feasible to avoid the human remains, a data recovery project may be implemented.

Data recovery in a burial area entails the systematic exposure of the human remains in their archaeological context. This is accomplished by hand excavation of burial features and associated cultural deposits. Because prehistoric burials on Guam usually are located within former residential areas, the cultural deposits associated with burials often include hearths, earth-ovens, various pits, post holes, and the like, as well as various artifacts and other culturally generated materials, especially marine shell midden areas. The burials will be hand excavated using small wooden picks and small to medium brushes. After the skeletal remains have been exposed, photographs will be taken and scaled plan maps drawn. If necessary, additional plan maps will be drawn during exhumation to document the locations of previously obscured bones and artifacts. Locational data will be entered on standardized records. Burial register forms will be completed for each burial. Burial orientation will be determined by sighting along the long axis of the vertebral column, from the cervical vertebrae to the sacrum. Burial position will be categorized as extended, semi-flexed, flexed, and tightly flexed.

Burial pit fill will be screened through 1/8 in mesh and all artifacts, skeletal materials, and screen residue will be retained for laboratory analysis. Upon completion of excavation and recordation, each bone and artifact from a designated burial feature will be removed and placed in a separately labeled bag.

Following the completion of the fieldwork, analyses of the finds takes place. The analysis will be completed on Guam by a qualified osteologist. In the laboratory, the skeletal remains will be allowed to air dry and will be cleaned with small brushes and a minimum of water. Reconstruction of post-mortem breaks will be carried out only where readily apparent "joins" are available and where the resulting measurement is significant for comparative purposes. Such reconstruction will be accomplished using water-soluble glue. The remains will be measured in accordance with standard osteological techniques. Gender will be assessed for adults. Age at death will be estimated for each individual. All dental and skeletal remains will be examined for pathology and anomalies. Estimates of the minimum number of individuals (MNI) represented by human remains will be based on spatial and anatomical distribution of bone from burial and nonburial contexts. The results of these investigations will be compiled into a descriptive analysis of the recovered skeletal remains and will be incorporated into the Final Technical Report that the archaeological consultant prepares for the project.

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\*\*\* END OF SECTION 107 \*\*\*

## Section 108. – PROSECUTION AND PROGRESS

### **108.01 Commencement, Prosecution, and Completion of Work.** - Add the following to this subsection:

The Contractor will be required to (a) commence work immediately after the issuance of **Notice to Proceed**, (b) prosecute the work diligently, and (c) complete the entire work and ready for use within the contract time specified in the Formal Contract. The time stated for completion shall include final clean-up of the premises.

The Notice to Proceed for construction shall be issued once building permit is secured and pre-construction meeting is conducted. The Contractor must secure the building permit and participate in the pre-construction meeting prior to commencing construction activities. The contractor shall submit all required construction documents such as construction schedules, and other required construction documents for review and approval by the Project Engineer while securing the building permit.

### **108.02 Subcontracting.** - Limitation on subcontracting, FAR 52.219-14, is revised as follows:

The Contractor shall perform on the site, and with its own organization, work equivalents to at least 51 percent of the total amount of work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to the Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. On all portions of the work that are sublet, the Contractor shall furnish the Contracting Officer with two copies of the subcontractor agreement.

### **108.03 Determination and Extension of Contract Time.** - The following is added to this subsection:

No compensation will be made for overhead costs resulting from time extensions.

### **108.04 Failure to Complete Work on Time.** - The following is added to this subsection:

The required contract time for this project includes the reported non-working days due to unfavorable climatic conditions as determined under the 10-year record of the "Rainfall Study" by the Department. The table of average non-working days per month is as follows:

January	7	July	10
February	5	August	11
March	5	September	11
April	4	October	10
May	5	November	7
June	6	December	7

### **108.05 Stop Order.** - Add the following to this subsection:

(c) If the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors. In such case, the receiver or liquidator shall be appointed for the Contractor for any of his property and shall not be dismissed within 20 calendar days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 calendar days, or;

(d) If the Contractor shall refuse or fail, after Notice of Warning from the Project Engineer, to supply enough property skilled workmen or proper materials, or;

(e) If the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or;

(f) If the Contractor shall refuse or fail to regard the laws, ordinances or instructions of the Contracting Officer or otherwise be guilty of substantial violations of any provision of this contract, then, in any such event, the Owner, upon receipt of certification from the Contracting Officer justifying that sufficient cause exists, may within 10 calendar days terminate the employment of that Contractor and his right to proceed with either the entire work or any portion thereof (at the option of the Owner) in which the delay occurred and may take possession of the work by contract or otherwise as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment on that work until the work is finished. If the unpaid balance of the compensation to be paid to the Contractor hereunder shall exceed the expense to complete the work (including compensation for additional managerial, administrative and inspection services and any liquidated damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of and utilize such materials, supplies, plant, and equipment that may be on the site necessary to complete the work. The expense incurred by the Owner as herein provided, and the Contracting Officer shall certify the damage incurred through the Contractor's default.

(g) If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages for each working day of the delay until the work is completed or accepted the amount as set forth in the General Requirements Section of the Specifications and the Contractor and his sureties shall be liable for the amount thereof.

(h) The right of the Contractor to proceed shall be terminated, or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of the Government, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, or delays of subcontractors due to such causes, if the Contractor shall, within 10 calendar days from the beginning of any such delay (unless the Owner shall grant a further period of time to the date of final settlement of the contract) notify the Owner in writing through the Contracting Officer of the cause of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto subject only to arbitration as specified herein.

**\* \* \* END OF SECTION 108 \* \* \***

## Section 109. – MEASUREMENT AND PAYMENT

### 109.01 Measurement of Work. - Add the following to this subsection:

Within three (3) working days after acknowledgement of Notice to Proceed, the Contractor shall submit for approval a schedule of the estimated value of all lump sum items shown in the Bid Schedule. The format to be used shall be furnished by the Contracting Officer. These values if approved by the Contracting Officer will be used as a basis for deciding percentage of completion for partial payments and if deemed necessary as a basis of change order.

### 109.02 Measurement Terms and Definitions. Add the following subsection to this section:

(p) **Contingent Sum.** The “Contingent Sum” is for unforeseen work, for which an amount is included in the contract documents. This item is for other items of work not included in the contract documents but is deemed necessary or desirable in order to complete the work as contemplated. Such work shall be performed by the Contractor in accordance with the specifications and this Special Contract Requirement. The amounts to be paid will include the costs of labor, tools, supplies, equipments, specialized services, materials, applicable taxes and overhead and to include a profit commensurate with those costs, 10% maximum. For minor items of work with an estimated cost less than \$10,000 the amount to be paid will be determined as described in 1 thru 8 below. For work with an estimated cost equal to or greater than \$10,000, the amount to be paid will be at agreed unit prices, by the payment method as described in 1 thru 8 below, or a combination of the two. No work shall be charged to this item unless authorized in writing by the Contracting Officer.

1. **Labor.** For the time that workers and their immediate working foreman are engaged specifically and solely in Contingent Sum work, the Contractor will be paid the costs of those employees' wages at the rates shown on the payroll (but not more than the rates for comparable work performed by current employees on the project), plus 67 percent to cover overhead, property damage and liability insurance, workers' compensation insurance premiums, unemployment insurance contributions, social security and other taxes. This 67 percent will not be applied to subsistence, travel allowance or to fringe benefits paid to a third party or a trustee. The Contractor will be paid based on the actual hours of labor, to the nearest recorded ½ hour each day.
2. **Materials.** The Contractor will be paid for the actual costs of materials approved for use by the Project Engineer and incorporated into the work, including transportation charges (exclusive of equipment rentals), plus 10 percent.
3. **Owned or Leased Equipment.** For the use of any machinery approved by the Project Engineer, which is owned or leased directly by the Contractor or subcontractors, or by entities that are divisions, affiliates, or subsidiaries or in any other way related to the Contractor or subcontractors or their parent companies, the Contractor will be paid in the manner hereinafter specified. Rental rates will be from the current edition of the Rental Rate Blue Book of rental rates for Construction Equipment and will be used as follows:
  - a. Determination of the rental rate to be used will be as follows:

Hourly Rate:             $RR = (ADJ\ BB / 176)(RF) + EOC$

Standby Rate:  $SR = (ADJ\ BB / 176)(RF)(0.5)$

Where: RR = Hourly Rental Rate  
SR = Stand By Rate  
ADJ BB = Blue Book Monthly Rate adjusted for the year of manufacture  
RF = Regional Factor of 1.00  
EOC = Estimated Hourly Operating Costs from Blue Book

The Contractor shall furnish a list of all equipment to be used on the project at the Preconstruction Conference. The list shall include the current Blue Book Rental Rate for each piece of equipment. If a piece of equipment is not in the Rental Rate Blue Book, and may be needed for Contingent Sum work the rates shall be agreed to in writing before the equipment is used.

- b. The number of hours to be paid for will be the number of hours that the equipment is actually used on a specific Contingent Sum activity approved by the Project Engineer.
- c. Overtime shall be compensated at the same rate indicated in (a.) above.
- d. The EOC will be used for each hour that the equipment is in operation on the Contingent Sum work. Such costs do not apply to idle time regardless of the cause.
- e. Idle time for equipment will not be paid for, except where the equipment has been held on the Project site on a standby basis at the direction of the Project Engineer. Such payment will be made at the standby rate established in subsection (a.) above. The Project Engineer must approve the payment of standby rates for equipment before the costs are incurred. Payment for standby time will not be made on any day the equipment operates for eight or more hours. For equipment accumulating less than eight hours operating time on any normal work day standby payment will be limited to only that number of hours that, when added to the operating time for that day, equals eight hours. Additionally, payment for standby time will not be made in any consecutive 30 day period, standby payment will be limited to only that number of hours that, when added to the operating time for that consecutive 30 day period, equals 176 hours. Standby payment will not be made in any case on days not normally a work day.
- f. The rates established above include the cost of fuel, oil, lubrication, supplies, incidental tools valued at less than \$500, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profit, insurance, all costs (including labor and equipment) of moving equipment onto and away from the site, and all incidentals, except as allowed in subsection (h.) below.
- g. The rental rate for small tools shall be \$2.00 per hour. Small tools are defined as any tool which would be valued between \$500 and \$2,000 if purchased new. No compensation will be made for hand tools necessary to complete the work.
- h. Transportation charges for each piece of equipment to and from the site of work will be paid provided:
  1. The equipment is obtained from the nearest source,

2. The charges are restricted to those units of equipment not already available or required on the Project, and
3. The equipment is used solely for the Contingent Item work.
4. **Rental Equipment.** Use of rental equipment not owned or leased by the Contractor or subcontractors will be paid for by certified invoice cost. The EOC will also be paid if not included in the rental rate. The use of and rates for rental equipment shall be approved by the Engineer prior to use. Proration of rental rates to an hourly rate for equipment not used solely for the Contingent Sum work shall be based on 176 hours per month, 40 hours per week or 8 hours per day as applicable. The cost of moving the rental equipment onto and away from the job will also be paid when the equipment is used solely for the Contingent Sum work. An amount equal to **10 percent** of the total due to the Contractor for rental equipment cost will be added to compensate the Contractor for related overhead cost.
5. **Subcontract Work.** If the Project Engineer directs the performance of work by Contingent Sum that the Contractor then subcontracts, the Contractor will be paid in accordance with the provisions of this Special Contract Requirement (Contingent Sum Work). As reimbursement for the Contractor's administrative expenses, the Contractor may add **5 percent** to the amount of the subcontractor's actual cost for the work.
6. **Invoice (Specialty) Work.** If the Project Engineer and the Contractor agree that an item of work is minor in nature or requires a specialist, the work may be paid for based on a contractor or subcontractor invoice. The government prefers invoices itemized by labor, material, and equipment rental costs. As full reimbursement for the Contractor's own administrative expenses, the Contractor will be allowed to add **5 percent** to a subcontractor's invoice.
7. **Records.** The Contractor's representative and the Project Engineer shall, on a daily basis, agree in writing on the quantities of labor, equipment and materials used for work completed on Contingent Sum work.
8. **Statements.** Payment will not be made for work performed on a Contingent Sum basis until the Contractor has furnished the Project Engineer, in triplicate, itemized statements of the cost of the Contingent Sum work, detailed as follows:
  - a. Labor classification, hours, rate and extension for each labor class or pay rate within a class
  - b. Equipment type, hours, rate and extension for each unit of equipment.
  - c. Quantities of materials, prices, extensions and transportation charges.

Statements shall be accompanied and supported by certified invoices for all materials and rental equipment including transportation charges. If materials used on the Contingent Sum work are not specifically purchased for the work, but are taken from the Contractor's stock, the Contractor shall furnish a signed and notarized affidavit certifying that the materials were taken from stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

**109.06 Pricing of Adjustments.** - Add the following to this subsection:

Significant Changes in the Character of Work. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work, or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract. The term "significant change" shall be construed to apply only to the following circumstances:

- 1) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
- 2) Where the quantity of a unit price in this contract is estimated on the proposal schedule and where the actual quantity of such pay item varies more than 25 percent above or below the estimated quantity stated in this contract, an adjustment in the contract price shall be made upon demand of the party. The adjustment shall be limited to any increase or decrease in direct costs due solely to the variation above 125 percent or below 75 percent of the estimated quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of the 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**109.08 Progress Payment.** - The following is added to this subsection:

In making such payments, there shall be retained ten (10) percent of the estimated amount until completion and acceptance of the contract work. However, if the Contracting Officer, any time after 50 percent of the work had been completed, finds that satisfactory progress is being made, he may authorize payment in full of each progress payment for work performed beyond the 50 percent stage of completion. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or part excess amount.

Add the following to this subsection:

**(g) Assignment of Claims.** The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunto without the written consent of the Owner and all sureties executing any bonds on behalf of the Contractor, concerning said

contract. In case the Contractor assigns the whole or any part of the said contract or assigns all or any part of any monies due or to become due under said contract, the instrument or assignment shall contain a clause to the effect that it is agreed that the right of the assignee in and to any monies due or become due to the Contractor, or otherwise, shall be subject to all of the terms and conditions of said contract and of all instruments that are now or may hereafter be amendatory thereof or supplemental thereto. The rights and remedies of the Owner there under or arising by operation of law and to the liens of all persons, firms, and corporations for services rendered or material supplied concerning the performance of said contract. Any invoices or request for partial payment submitted after an effective assignment due to or become due hereunder shall name the assignee(s) to whom the payment should be made.

**109.09 Final Payment.** - Add the following to this subsection:

Final payment to the Contractor will not be processed until the Contracting Officer verifies that all "as-built" information has been properly recorded on the contract Mylar drawings.

**\*\*\* END OF SECTION 109 \*\*\***

## **Section 151. – MOBILIZATION**

### **Payment**

Delete Subsection 151.03 and replace with the following:

**151.03** The accepted quantity, measured as provided in Subsection 109.02, will be paid at the contract price per unit of measurement for the Section 151 pay item shown in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05 The amount the Contractor will receive payment for, according to the following schedule, will be limited to 6 percent of the original contract value. Should the bid for mobilization exceed 6 percent, the amount over six percent will not be paid until final acceptance.

Progress payments for mobilization lump sum will be paid as follows:

- a) Bond premiums will be reimbursed according to FAR Clause 52.232-5 Payments Under Fixed-Price Construction Contracts, after receipt of the evidence of payment.
- b) When 5 percent of the original contract amount is earned from other bid items, 75 percent of the mobilization item will be paid.
- c) When 10 percent of the original contract amount is earned from other bid items, an additional 15 percent of the pay item will be paid.
- d) When 90 percent of the adjusted contract value is earned, the remaining ten percent of the pay item will be paid.
- e) Any portion of the mobilization item in excess of 6 percent of the original contract amount will be paid after final acceptance.

**\* \* \* END OF SECTION 151 \* \* \***

## Section 152. – CONSTRUCTION SURVEY AND STAKING

### Description

152.01 - Revise item (a) of this subsection as follows:

(a) **Personnel.** Furnish technically qualified survey crew that can perform in timely and accurate manner. A duly licensed surveyor and qualified crew shall be on the project whenever surveying/staking is in progress.

### Construction Requirements

152.02 **General.** - Revise the first paragraph to read as follows:

Contractor shall reference all points subject for the monumentation including all existing survey monuments (GGTN's and/or GGN) subject for resetting, according to approved surveying standard practices and methods certified by duly licensed surveyor preferably by two (2) intersecting lines. Reference points shall be far enough to avoid from being disturbed or displaced during the construction.

### Measurement

152.05 - Delete this subsection and replace with the following:

Construction Survey and Staking shall be measured by the lump sum to include all materials, labor and equipment necessary to complete the work as specified.

### Payment

152.06 - Delete this subsection and replace with the following:

Construction Survey and Staking will be paid on a Lump Sum Basis.

\* \* \* END OF SECTION 152 \* \* \*

## **Section 154. – CONTRACTOR SAMPLING AND TESTING**

### **Description**

**154.01 - Amend this subsection to read the following:**

This work consists of obtaining samples for testing by the Government or the Government's testing consultant. Where there is a contract pay item for Contractor testing included in the Bid Schedule, it also consists of sampling, testing, and reporting required test results. It does NOT include Contractor quality control testing required under Section 153. However, include the work required under this section in the Section 153 quality control plan.

The Contractor shall secure the services of an accredited testing laboratory for all sampling, testing and reporting of required test results under this Section. All sampling and testing shall be done under the supervision of a Licensed Professional Engineer Registered in Guam. Reporting of the testing results shall be done under the direct supervision and shall bear the seal of a Licensed Professional Engineer Registered in Guam. Testing technicians shall be certified for the test being performed. Testing laboratories shall be properly accredited. Acceptable laboratory accreditations are:

- a. National Voluntary Laboratory Accreditation Program (NVLAP)
- b. American Association of State Highway and Transportation Officials (AASHTO)
- c. International Accreditation Services, Inc. (IAS)
- d. U.S. Army Corps of Engineers Materials Testing Center (MTC)
- e. American Association for Laboratory Accreditation (A2LA)

### **Measurement**

**154.06 - Delete this subsection and replace with the following:**

Contractor Sampling and Testing will be measured for payment on a lump sum basis.

### **Payment**

**154.07 - Delete this subsection and replace with the following:**

Payment for lump sum items will be prorated based on the total work completed and as defined in the Contractor's Schedule of Values. Payment for all or part of this item may be retained if Government verification testing invalidates the Contractor testing.

**\* \* \* END OF SECTION 154 \* \* \***

## **Section 155. – SCHEDULES FOR CONSTRUCTION CONTRACTS**

### **Construction Requirements**

**155.06 Schedule Updates.** - The following is added to this subsection:

Failure of the contractor to maintain the construction schedules and charts will be considered justification for withholding payments.

### **Measurement**

**155.08 - Delete this subsection and replace with the following:**

The preparation, submittal and approval of the Construction Schedule will be measured for payment on a lump sum basis.

### **Payment**

**155.09 - Delete this subsection and replace with the following:**

Payment for lump sum items will be prorated based on the total work completed and as defined in the Contractor's Schedule of Values. Payment for all or part of this item may be retained if Government verification testing invalidates the Contractor testing.

**\* \* \* END OF SECTION 155 \* \* \***

## Section 156. – PUBLIC TRAFFIC

### Description

#### 156.01 - Add the following to this subsection:

Special consideration shall be made in controlling and protecting pedestrian traffic within the project limits.

### Construction Requirements

#### 156.03 Accommodating Traffic During Work.

Delete the last sentence of the first paragraph and replace with the following:

Submit alternate traffic control proposals according to Subsection 104.03. The Project Engineer will review the alternate traffic control proposal within 5 days after receipt and notify the Contractor if it is accepted or if revisions are required. If revisions are required, the Contractor shall revise the proposal and resubmit for approval before implementing the alternate traffic control on the project.

Add the following to this Subsection:

Phasing of the work shall be done so that free flowing traffic will take precedence over work operations and will accommodate inspection and measurement for payment of the work.

Maintain access to private properties and driveways at all times.

#### 156.04 Maintaining Roadways During Work. - Delete item (c) in its entirety.

#### 156.05 Maintaining Roadways During Non-Work Periods. - Delete the last sentence of this subsection.

#### 156.06 Limitations on Construction Operations. - Add the following to this subsection:

(k) Work that requires equipment or personnel to be in the traveled way shall not be performed during peak travel periods during the normal work week (Monday through Friday), between the hours of 6:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m. Work may be performed during night-time and weekend hours as allowed by the Project Engineer.

(l) When not in use, temporary signs and traffic devices shall be removed from the travelway so that the message is not visible to the motorist.

\*\*\* END OF SECTION 156 \*\*\*

## **Section 157. – SOIL EROSION CONTROL**

### **Description**

**157.01** Delete this subsection and replace with the following:

Work consists of designing, furnishing, constructing, and maintaining permanent and temporary erosion and sediment control measures, as shown on the plans developed by the Contractor, required by permits or as ordered by the Contracting Officer during the life of the contract. This work is necessary to control water pollution, soil erosion and siltation through the use of berms, dikes, grasses, slope drains, drain inlet protection, silt fences, swale, berms, and other approved erosion control devices or methods.

### **Construction Requirements**

**157.03 General.** Delete this subsection and replace with the following:

The Contractor shall prepare an Environmental Protection Plan (EPP) / Erosion Control Plan (ECP) including a Stormwater Pollution Prevention Plan (SWPPP) based on the Contractor's proposed sequence of work, and shall obtain approval of the plan from the Guam Environmental Protection Agency (GEPA) and submit all required Notice of Intent (NOI) to the United States Environmental Protection Agency for compliance with the Guam National Pollutant Discharge Elimination System (NPDES) permit. The EPP shall include all requirements of GEPA including but not limited to Solid and Hazardous Waste Disposal Plan and Fugitive Dust Control Plan to obtain all related permits.

The Contractor shall submit the Environmental Protection Plan (EPP) / Erosion Control Plan (ECP) to the Guam Environmental Protection Agency for review and approval prior to obtaining a Building permit from the Department of Public Works.

Items in the bid schedule for Soil Erosion Control, Silt Fence, Check Dam, Sand Bags, and Inlet Protection shall be used where indicated on the plans or as necessary during the course of construction. This work includes construction, maintenance, and subsequent removal of the erosion protection measures. This work does not include other environmental and erosion measures that may be required of the plan approved by the Guam Environmental Protection Agency.

### **Measurement and Payments**

**157.15 and 157.16** Delete these subsection and replace with the following:

Preparation of the Environmental Protection Plan (EPP) / Erosion Control Plan (ECP), obtaining approval of the plan, and construction of and maintenance of additional erosion protection during the life of the contract, and subsequent removal of additional erosion control items needed to implement the approved plan shall not be measured and paid separately but will be considered incidental to complete the work for Soil Erosion Control.

**\*\*\* END OF SECTION 157 \*\*\***

## **Section 201. - CLEARING AND GRUBBING**

### **Description**

**201.01** Scope. Delete this subsection in its entirety and substitute the following:

"This work shall consist of clearing, grubbing, removing and disposing of all vegetation and debris within the project limits. Objects designated to remain in place or to be removed shall be accomplished in accordance with the plans and other sections of these specifications. This work also includes the preservation from injury or defacement of all vegetation and objects designated to remain."

### **Construction Requirements**

**201.04** Clearing. The following is added to this subsection:

Stumps shall be removed entirely. Subsurface roots larger than 1-1/2 in diameter and matted roots existing within the area bounded by the lines 5 feet outside of any structure foundation shall be removed. Areas other the specified above shall be cleared of trees, etc. All subsurface roots larger than 1-1/2 inches in diameter and all matted roots shall be removed to a depth of 18 inches below the sub-grade, shoulder, slope or existing grade."

The entire area within the construction limits shall be cleared of trees, vines, shrubs and other extraneous material as directed by the Engineer. Grass and other vegetation outside the construction limits shall be preserved to the greatest extent possible. Any damage outside the right-of-way shall be the Contractor's responsibility as specified in Section 107.

The Contractor shall avoid unnecessary clearing of vegetation and maximizing the use of existing cleared areas whenever possible for staging or equipment and material. Clearing of tangantangan forest shall be avoided as much as possible. Areas of particular concern, such as wetlands, shall be avoided and appropriate protection measure shall be implemented when temporary staging, storage, or servicing of equipment is performed at the project site.

**\* \* \* END OF SECTION 201 \* \* \***

## Section 203. – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

### Description

**203.01.** This subsection is supplemented to include removal and disposal of all debris materials and other obstructions within the project area. It also includes removal and proper disposal of the existing metal guardrails & posts and asphalt pavements, including sawcutting, within the limits shown on the plans or as directed by the Project Engineer.

The following is added to this subsection:

In the event that utility lines are to be relocated or when utility lines which are presently in service not indicated in the plans are uncovered during excavation operations, the Contractor shall notify the Project Engineer in ample time for necessary measures to be taken to prevent interruption of service in the event that the line will be relocated or moved.

The Contractor shall inform and coordinate all necessary operations with the following agencies:

Guam Transportation Program				
Utility Companies/Agencies Contacts-10.25.12				
Utility Company	Contact Person	Title	Phone Number	Email Address
Guam Waterworks Authority	Thomas Cruz, PE (Cc)	Chief Engineer	(671) 646-7810	thomas@guamwaterworks.org
	Martin Roush, PE	General Manager	(671) 647-2613	Roushm@guamwaterworks.net
	Menglou Wang, PE (POC)	Senior Supervising Engineer	(671) 647-2612	menglou@guamwaterworks.org
Guam Power Authority	Joven G Acosta, PE	Engineering Supervisor(substations)	(671) 648-3214	iacosta@gpaqwa.com
	Vincent J. Sablan, PE (POC)	Engineer Supervisor (Distribution)	(671) 648-3014	vsablan@gpaqwa.com
	Joaquin C. Flores, PE	General Manager		
	Edward Cruz (Cc)	Project Engineer	(671) 648-3015	eakcruz@quampowerauthority.com
	Art Manglona		(671) 648-3019	armanglona@quampowerauthority.com
	Melinda Camacho, PE	Engineering Manager	(671) 648-3205	mcamacho@gpaqwa.com
	Normajeon Taitague (Cc)	OSP Engineer Manager	(671) 644-2009	njtaitague@gta.net
	Paul Perez (POC North)	OSP Engineer	(671) 644-2024	pperez@gta.net
	Paul Flores (POC South)	OSP Engineer	(671) 644-2008	pflores@gta.net
	Carlos Paguio	OSP Engineer	(671) 644-2117	cpaguio@gta.net
	David Chase	Chief Technical Officer	(671) 644-0020	dchase@gta.net
	Felix Patao	Field Verifier/Locating	(671) 483-0680	
PTI / IT&E	Joseph Taitano	Manager, Building and Fleet	(671) 649-2200	Joseph.taitano@itehq.net
	Michael Watanabe		(671)727-9407	mike.watanabe@ptihq.com
	Jess Miquel (POC)		(671) 649-2200	jess.miquel@ptihq.com
	Gina Leon Guerrero	System (GIS) Admin For both PTI/IT&E	(671) 649-4901	
	Ronald Fuellas	OSP Engineer, Network Wireless Operations	(671) 649-4901	ronald.fuellas@itehq.net
	Ray Quitugua		(671) 922-4414	rayq@ite.net
ICC (OSP Contractor for MCV)	Don Harper		(671) 734-4245	dharper@iccguam.com
MCV (Marianas Cable Vision)	John Cruikshank (Cc)	Chief Operating Officer	(671) 969-4466	jcruikshank@mcvquam.com
	Rob Gutierrez (POC)		(671) 898-8153	rgutierrez@mcvquam.com
	Richard Santiago (Cc)	Design Engineer	(671) 969-4041	Richard@mcvquam.com
	Willis S. Cannon III (Cc)	Technical Operations Manager	(671) 635-4009	willis@mcvquam.com
AT&T	Hal Stoops		(671) 646-8477	hstoops@att.com
	Thomas T. Bernardo	Manager	(671) 727-8062	tbt2616@att.com
	Mark Lopez (Cc)	Public Works Director	(671) 339-3204	mark.lopez.CTR@fe.navy.mil

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

DZSP-21	Michael Pierson	Utilities Mechanical Engineer		Michael.Pierson@dzsp21.com
	Rafael Mesa (Cc)		(671) 343-3272	Rafael.Mesa@dzsp21.com
	Ed Tanglao (POC)	Utilities Electrical Engineer	(671) 339-5211	Eduardo.Tanglao2@dzsp21.com
Tri-Star/Agility formerly Shell Gas	KK Vikraman (Cc)	General Manager	(671) 565-2300	vikraman@tristar-guam.com
	John M. Dennett, PMP (POC)	Program Manager	(671) 477-1389	jdennett@agilitylogistics.com
IP&E Holdings, LLC.	Brian Bamba (POC)	Vice President	(671) 647-0000	brian.bamba@ipehq.com
Exxon, Mobil	Garet Olivares (POC)	Project Manager	(671) 479-3256	Garet.olivares@exxonmobil.com
Naval Fuel Division	Franklin Cruz (Cc)	Deputy Fuel Director	(671) 339-2234	franklin.cruz@fe.navy.mil
	Alberto Sepulveda	Facility Engineer	(671) 339-7032	Alberto.Sepulveda@fe.navy.mil
	Joe Quinata (POC)	Fuel Director/Superintendent	(671) 339-7106	joseph.quinata@fe.navy.mil
Naval Communications	Karl Bruner (Cc)		(671) 355-5275	brunerker@nctsguam.navy.mil
	Jim Frey (Cc)		(671) 355-3739	james.frey@fe.navy.mil
	Jeff Guerrero (Cc)	OSP Director	(671) 343-6901	Jeff.guerrero@fe.navy.mil
	George Smith, PMP (POC)	Director of Planning and Project Management	(671) 355-0039	george.i.smith@fe.navy.mil
NAVFAC Water	Daniel Dungca (Cc)		(671) 333-1321	daniel.dungca@fe.navy.mil
	Tafedeo Sana (POC)	Water Superintendent	(671) 339-2397	tafedeo.sana@fe.navy.mil
NAVFAC	Jack Brown, PE (POC)	Head of Utilities & Energy Management	(671) 349-3104	Jack.Brown@fe.navy.mil
	Rodney Palacios (POC DAR)	Planner/Area Coordinator	(671) 339-3235	Rodney.Palacios@fe.navy.mil
	Manuel Guarin		(671) 339-3336	Manuel.Guarin@fe.navy.mil
NAVFAC Power	Brian Hess, PE			Brian.Hess@fe.navy.mil
	Phillip Ada (Cc)	Utilities Energy Management Electrical/Steam & Derrin Superintendent	671-339-3171	Phillip.Ada@fe.navy.mil
	Armando Abad, PE (Cc)	Utilities Technical Branch Supervisor	(671) 339-4836	Armando.Abad@fe.navy.mil
	Ben Junsay (POC)	Electrical Engineer	(671) 333-4263	benjamin.junsay@fe.navy.mil

**Guam Transportation Program**  
 Utility Companies/Agencies Contacts-10.25.12

Utility Company	Contact Person	Title	Phone Number	Email Address
AAFB (36th CES)	Louis Torres, PE (POC)	Chief of Engineering	(671) 366-2530	Louis.Torres@Andersen.Af.mil
	Richard Lujan		(671) 366-5028	richard.lujan@us.af.mil
	Alex Pecson		(671) 366-2538	
Verizon (MCI)	Yung S. Wu (POC)	Senior Engineer	(671) 475-3706	yung.wu@verizonbusiness.com
CALPAC (Contractors for OSP for Verizon/GTA/Tata)	John Healy (POC)	Vice President Engineering and Sales	(671) 898-2492	johnh@calpac.guam.com
	Dave Kunard	General Manager	(671) 888-5905	Davek@calpacguam.com
	Max Long		(671) 482-5664	MaxL@Calpac.guam.com
Tata Communication	Lang Benson (POC)	Guam Operations Manager	(671) 565-4600	l.benson@tatacommunications.com
NASA (Abandoned NASA comm lines)	Keith Rysula		(671) 355-4431	Krysula@mail.wsc.nasa.gov
Pacific Data Systems	Ron Rogers (POC)		(671) 888-7276	
	John Day (Cc)	President and COO	(671) 300-0200	John@pdsquam.com
Docomo	Cork Vanderford (POC)	Chief Technical Officer	(671) 300-0200	Cork@pdsquam.com
	John Wu (POC)		(671) 788-0588	jwu@doccomopacific.com
Port Authority of Guam	Simeon Delo Santos	Engineering Manager	(671) 477-5931	ssdis@portguam.com
Water and Environmental Research Institute	Gary Denton, Ph.D	WERI Director		
Guam Environmental Protection Agency (GEPA)	Susan E. Marquez		(671) 475-1734	susan.marquez@epa.guam.gov

**Construction Requirements**

**203.04. - The following is added to this Subsection:**

Remove all debris material such as asphalt pavement, concrete swale, vegetation, and excavated material not used in the work, structures, foreign objects, and other obstructions.etc. Material shall not be stockpiled on the job site for more than 24 hours.

**203.05 Disposing of Material.** - Add the following:

**(a) Remove from Project** - This is revised to read as follows:

Disposal of all debris materials and other obstructions that are considered as waste is the responsibility of the Contractor and may be disposed at the Layon Landfill or at any Guam Environmental Protection agency (GEPA) approved disposal site.

Item (b) is revised to read as follows:

**(b) Burn.** The burning of debris is not allowed.

Item (c) is revised to read as follows:

**(c) Bury.** The burying of debris is not allowed.

Removal and disposal of all materials, debris and other designated wastes will be borne by the Contractor.

**Measurement**

**203.07** - The following is added to this subsection:

The removal of structures and obstructions, including disposal not indicated in the bid schedule will not be measured separately but will be included as incidental work to the Removal of Structures and Obstructions bid item.

Removal of signs shall be measured by each per location. Each location shall include the removal of all existing posts, sign panels, mounting hardware and foundations if applicable.

**\* \* \* END OF SECTION 203 \* \* \***

## Section 204. – EXCAVATION AND EMBANKMENT

### Description

204.02 **Definitions.** - This subsection is amended as follows:

(a) **Excavation**

(1) **Roadway excavation.** The definition of this item shall include sub-excavation of material below sub-grade as shown on the plans. All sub-excavated material suitable for embankment may be reused.

### Material

204.03 The following is added to this subsection

CONTRACTOR shall acquire fill materials from an existing, approved source or a source that has been approved by the Guam State Historic Preservation Office.

### Construction Requirements

204.06 **Roadway Excavation.**

(a) **General.** - The following is added to this subsection:

Excavation: Where clayey silty soils exist within the upper 1.5 feet of the final roadway subgrade elevation, including the road shoulders, these soils shall be excavated for replacement with well compacted, non-expansive limestone fill meeting the requirements of Section 704.10.

Re-compaction and proof rolling: After stripping and required excavation are completed, the exposed surface shall be scarified to a depth of approximately 6 to 8 inches, moisture conditioned as necessary and compacted with a heavy vibratory roller, until it is dense and unyielding with at least 95 percent of its maximum dry density (per ASTM D1557). The compacted surface should be relatively uniform, dense, and non-yielding.

Spot Repairs: Where the stripped or excavated ground surface is soft and yielding, and where soft and yielding spots are detected during the above re-compaction and proof rolling, the soft or yielding soils should be excavated entirely and replaced with limestone sand/gravel fill compacted to at least 95 percent of its maximum dry density. The Project Engineer shall inspect, evaluate and determine the need for spot repairs.

(b) **Rock Cuts** - This item is revised as follows:

Blasting is not permitted. Excavate rock cuts to 6 inches below subgrade within the roadbed limits. Backfill to subgrade with non-expansive limestone fill meeting the requirements of Section 704.10.

Add the following Subsection:

(d) **Archaeological Discovery**

See SCR 107, subsection 107.10 (c)(5) Archaeological Investigation.

**204.09 Preparing Foundation for Embankment Construction.** - This subsection is revised as follows:

After stripping and required excavation are completed, the exposed surface shall be scarified to a depth of approximately 6 to 8 inches, moisture conditioned as necessary and compacted with a heavy vibratory roller, until it is dense and unyielding with at least 95 percent of its maximum dry density for cohesionless soils and 90 percent for cohesive soils (per ASTM D1577). The compacted surface shall be relatively uniform, dense, and non-yielding.

**204.10 Embankment Construction.** - This subsection is modified as follows:

All fill materials should be free of organic matter, debris and rock fragments or silt/clay lumps larger than 4 inches, or one-half the compacted layer thickness, in greatest dimension. The upper 12 inches of the roadway final subgrade should consist of non-expansive, select or subbase limestone sand and gravel meeting Subsection 703.05.

On-site excavated silty sandy limestone gravel fill (existing road base/subbase) meeting the above requirements may be reused as select or subbase fill as well as general fill. On-site excavated silty or clay soils may be reused as general fill outside roadway and shoulder limits.

Approved fill materials shall be placed in loose layers 8 inches or less, moisture conditioned as necessary and compacted to at least 90 percent maximum dry density for cohesive silt or clay soils and 95 percent for limestone fill including select or subbase fill.

**204.14 Disposal of Unsuitable or excess material.** - This subsection is amended as follows:

Dispose of unsuitable or excess material according to Subsection 203.05.

**\*\*\* END OF SECTION 204 \*\*\***

## **Section 209. - STRUCTURE EXCAVATION AND BACKFILL**

### **Description**

**209.01** This subsection is supplemented as follows:

Structure excavation includes all materials encountered regardless of its nature or characteristics.

### **Construction Requirements**

**209.10d Patching Existing Pavement Areas.** - Revise this item to read as follows:

Restore affected paved areas according to the detail shown. When detail is not shown, construct the bottom portion of the disturbed pavement within the trench or excavation of approved crushed aggregate matching the grade of existing base course. Remove existing pavement extending 18 inches minimum beyond the neat line of trench or excavation and construct hot asphaltic concrete matching the thickness and finish surface of existing pavement.

### **Measurement and Payment**

**209.13** This subsection is supplemented as follows:

Unless otherwise shown or specified, removal of existing asphalt pavement (including saw cutting), excavations and backfills for new and existing pipe culverts, drainage manholes, catch basins/intlets, headwalls/endwalls, riprap, minor grading, and other excavations and backfills, including restoration of disturbed pavement will not be measured for payment. It will be considered subsidiary obligation of the Contractor to complete the project.

**\*\*\*END OF SECTION 209\*\*\***

## **Section 301. – UNTREATED AGGREGATE COURSES**

### **Description**

**301.01** – This subsection is amended to read as follows:

This work consists of constructing one or more courses of untreated aggregate base.

Untreated aggregate base class shall be as designated in the pay item and conforming to the requirements as specified in Subsection 703.05.

Aggregate grading shall be as designated in the pay item and conforming to the requirements shown in Table 703-2.

### **Measurement**

**301.09** – This subsection is revised to read as follows:

Measure aggregate base at the required thickness complete in-place by the square yard.

**\*\*\* END OF SECTION 301 \*\*\***

**Section 401. – SUPERPAVE HOT ASPHALT CONCRETE PAVEMENT**

Delete this section in its entirety in FP-03. All references to Section 401 or SCR 401 are re-directed to the appropriate section in SCR 402.

**\* \* \* END OF SECTION 401 \* \* \***

Delete Section 402 in its entirety and substitute the following:

**Section 402. - HOT MIX ASPHALT (HMA) CONCRETE PAVEMENT BY  
MARSHALL MIX DESIGN METHOD (AASHTO T 245)**

**Description**

**402.01** The work under this section shall consist of furnishing all materials, mixing at the plant, hauling, placing and compacting a mixture of aggregate materials, mineral admixture, additives, and an asphalt binder to form a pavement course, or other specified purposes, in accordance with the details shown on the project plans and the requirements of these specifications.

It is the intent of this specification that the Contractor acquire and make all arrangements for a source, or sources, of material; that it furnish Certificates of Compliance as hereinafter specified; that it furnish a mix design using Marshall mix design methodology that will meet the design criteria specified hereinafter; and that it provide all the equipment, materials, and labor necessary to furnish and place the asphalt concrete in accordance with the requirements specified herein.

The mix design shall follow the methods as described in the most current edition of Design Methods for Asphalt Concrete and Other Hot-Mix Types MS-2 published by the Asphalt Institute.

**Material**

**402.02** Materials shall conform to the following Subsections:

Aggregate	the more stringent of 703.07 or Tables 402-1 & 2
Anti-strip additive	702.08
Asphalt binder	702.01
Mineral Filler	725.05
Recycled asphalt pavement	703.19
Recycling agent	702.06
Additives	As accepted by the Engineer

Anti-strip additive type is designated as shown in Subsection 702.08. Where no type is designated, use Type 3 (lime). Anti-strip additive shall be used on all bridge decks and where HMA is placed over concrete.

**402.03 Asphalt Concrete Mix Design Criteria.**

The Contractor shall do all things necessary to furnish, develop, and supply asphalt concrete pavements to comply with the design and acceptance requirements for the HMA design as specified herein. Variation to the requirements shall not be considered except as may be hereinafter specified in Subsection 402.19, Alternate Mix Design Criteria.

**Table 402-1**  
**HMA Base Course Requirements:**

Criteria (AASHTO T 245)	Requirements
Voids in Mineral Aggregate (VMA)	13% minimum
Air Voids	3.0% to 5.0%
Air Voids Design Target Value	4%
Stability, pounds minimum	2700
Flow, 0.01 inches	8-14
Compaction, number of blows each end of test specimen	75
Dust –asphalt ratio	0.8-1.2
Asphalt Cement Binder	AR16000 or PG 70-10. AR8000 with additive may be used with approval of the Engineer
Immersion Compression (AASHTO T165 and T167) (1) Compressive strength, psi (dry) (2) Retained strength, minimum	300 70%
Gradation (AASHTO T 27 & T 11)	Table 703-4, Gradation Designation B
Los Angeles abrasion, AASHTO T 96	35% maximum
Sodium sulfate soundness loss of course and fine aggregate (5 cycles), AASHTO T 104	12% maximum
Fractured faces, ASTM D 5821	95% minimum, one face 90% minimum, two faces
Fine aggregate angularity, AASHTO T 304, method A	42 minimum
Flat and elongated particles, 3 to 1 ratio, ASTM D 4791	10% maximum 3:1 Ratio
Sand equivalent value, AASHTO T 176, alternate method No. 2, reference method	45 minimum

- (a) For base course (binder) mixes, the VMA shall be calculated and reported to the nearest tenth of a percent. This value will be rounded to the nearest whole number for Job Mix Formula (JMF) acceptance and JMF verification testing. VMA calculated to xx.5% shall be rounded up to the nearest whole percent.
- (b) Up to 15 percent recycled asphalt pavement material by mass may only be used in the HMA Base Course Mix.
- (c) Furnish hard, durable particles or fragments of crushed stone, crushed slag, or crushed gravel.

**Table 402-2**  
**HMA Friction Course Requirements:**

Criteria (AASHTO T 245)	Requirements
Voids in Mineral Aggregate (VMA)	15% minimum
Air Voids	3.0% to 5.0%
Air Voids Design Target Value	4%
Stability, pounds minimum	2,000
Flow, 0.01 inches	8-14
Compaction, number of blows each end of test specimen	75
Dust-asphalt ratio	0.8-1.2
Asphalt Cement Binder	AR16000, or PG 70-10. AR8000 with additive – use will be limited and only with the approval of the Engineer
Immersion Compression (AASHTO T165 and T167) (1) Compressive Strength, psi (dry) (2) Retained strength, minimum	300 70%
Gradation (AASHTO T 27 & T11)	Table 703-4, Gradation Designation D
Fine Aggregate Angularity (AASHTO T 304)	43 minimum
Los Angeles abrasion, AASHTO T 96	30% maximum

- (a) Voids in Mineral Aggregate (VMA) shall be calculated to the nearest tenth of a percent. VMA calculated to xx.5% shall be rounded up to the nearest whole percent for Job Mix Formula (JMF) acceptance and JMF verification. VMA shall be determined in accordance with Asphalt Institute Manual Series No. 2 (MS-2).
- (b) The percent asphalt shall target a value of 4% air voids, to the nearest whole percent, for the preparation of the Job Mix Formula (JMF).
- (c) The percent of air voids shall be based on AASHTO T166, T209, and T269. Maximum specific gravity (density) shall be based on AASHTO T 209.
- (d) Dust-asphalt ratio is defined as the percent of material including non-liquid anti-strip and mineral filler passing the No. 200 sieve divided by the percent of the effective asphalt (calculated by mass of mix).
- (e) The aggregate for the asphalt concrete wearing surface (friction course) shall be basalt or approved equivalent. Limestone, relatively pure carbonate aggregates or any aggregates known to polish shall not be used in the mix. The Los Angeles abrasion value for these aggregates shall not exceed 30%.
- (f) An anti-strip additive is required for asphalt concrete wearing surface (friction course) when placed on bridge decks and concrete pavement.

(g) AR8000 asphalt cement binder may be used, with an additive, upon approval of the Engineer. The additive may be a Warm Mix or Polymer that shall modify the properties of AR8000 to meet or exceed AASHTO M 320, Standard Specifications for Performance-Graded Asphalt Binder for PG 70-10. The equivalent PG Grade and True Performance Grade of the AR8000 with the additive shall be submitted with the LJMF (Laboratory Job Mix Formula).

(h) No recycled asphalt pavement material is allowed in the friction course hot mix asphalt.

#### **402.04 Composition of Laboratory Job Mix Formula (LJMF)**

The Contractor shall furnish mixes of aggregate, asphalt cement binder and additives that meet the applicable material requirements, appropriate design requirements specified in Tables 402-1 and 402-2, and are capable of being placed and compacted as specified.

(a) **Submission of LJMF.** Utilizing mineral aggregate which has been crushed, processed, separated, and stockpiled for this project, a LJMF shall be formulated and submitted by the Contractor on Form FHWA 1622 (Marshall) and FHWA 0.45 power gradation charts for review at least 28 days before production begins. The LJMF shall include the location of all commercial mixing plants to be used. A separate LJMF for each plant is required. The LJMF shall be prepared under the direct supervision of, and shall bear the seal of, a registered professional engineer authorized to practice on Guam. The LJMF shall also include a signed statement prepared by the testing laboratory that certifies the proposed job-mix formula meets the requirements of the contract and can be compacted in the field during production to meet contract requirements.

Testing laboratories used by the Contractor for Quality Control testing shall be properly accredited.

Acceptable laboratory accreditations are:

- American Association of State Highway and Transportation officials (AASHTO)
- American Association for Laboratory Accreditation (A2LA)
- International Accreditation Services, Inc. (IAS)
- National Voluntary Laboratory Accreditation Program (NVLAP)
- U.S. Army Corps of Engineer Materials testing Center (MTC)

The Contractor shall supply split samples of aggregate, admixture and binder with the LJMF in the event the Engineer decides to perform verification testing. These samples shall be taken by the Contractor's personnel as split samples from the same material used for development of the LJMF. The samples shall be collected and split under the observation of the Engineer or the Engineer's representative.

For each LJMF the Contractor shall submit the following:

**(1) Aggregate and mineral filler.**

- a) Target values;
  - 1) Target value for percent passing each sieve size for the aggregate blend; and
  - 2) Target values for the percent passing each sieve size for each stockpile.
- b) Stockpile blend ratios;
- c) Target values for individual hot bins of batch plants;
- d) Hot bin blend ratios;
- e) Target asphalt content;
- f) Maximum density value according to AASHTO T 209;
- g) Source and percentage of each aggregate stockpile to be used;
- h) Average gradation of each aggregate stockpile;
- i) Representative samples from each aggregate stockpile. Use split samples of material taken in accordance with 402.04(a) above;
- j) 200 pounds of aggregates proportioned by stockpile according to the stockpile's proportion in the mix;
- k) 20 pounds of bag house fines if proposed for the mix;
- l) 20 pounds of mineral filler if proposed for mix; and
- m) Results of aggregate quality tests for Contractor selected sources. Include the sand equivalent, fractured faces, Los Angeles abrasion, sodium sulfate soundness, coarse durability, and fine durability results from tests performed within 1 month of aggregate use.

**(2) Asphalt binder.**

- a) Target asphalt binder content;
- b) Three 1-gallon samples of the asphalt binder to be used in the mix. Do not include anti-strip additives in these samples;
- c) Recent test results from the manufacturer for the asphalt binder including a temperature-viscosity curve;
- d) Material safety data sheets; and

- e) Mixing temperature range and minimum compaction temperature for the grade of asphalt to be used in the mix.
- (3) **Anti-strip additives.** If part of the job-mix formula:
- a) 1 pint of liquid anti-strip additive or 10 pounds of cement, fly ash, or lime anti-strip additive;
  - b) Name of product;
  - c) Manufacturer;
  - d) Material safety data sheet; and
  - e) Dosage rate.
- (4) **Recycled asphalt pavement material.** If part of the job-mix formula:
- a) Source and percentage of recycled asphalt pavement material;
  - b) Average gradation of the recycled asphalt pavement material;
  - c) Percent asphalt binder in the recycled asphalt pavement;
  - d) Target value for the asphalt binder content (that considers the percent asphalt binder in the recycled asphalt pavement) and the percent new (virgin) asphalt binder to be added to the mix;
  - e) 200-pound representative sample of recycled asphalt pavement material. For existing pavements, mill where designated by the Project Engineer to the pavement removal depth. Sample the removed material and replace it with an approved asphalt concrete mix. Do not use the replacement material in the recycled mix; and
  - f) One gallon of recycling agent, if part of the job-mix formula.
- (b) **Verification.** The Engineer will review and may perform design verification testing for the Contractor's proposed mix design. If verification testing is performed by the Engineer the information supplied in the Contractor's LJMF must agree with the verification test results within the following tolerances:
- (1) **Aggregate gradations.** Representative aggregate samples from each stockpile, when combined according to the Contractor's recommendation for stockpile percentages, shall be within the gradation tolerances depicted in Table 703-4, with the base point for each sieve defined by the target values of the LJMF.
  - (2) **Void in Mineral Aggregate (VMA).** See Table 402-1 HMA Base Course Requirements or Table 403-2 HMA Friction Course Requirements.
  - (3) **Immersion Compression.** The Contractor's dry strength result is verified if the Engineer's result is above the minimum contract requirement, or the average of the

Contractor's and the Engineer's result is above the minimum contract requirement and the two values differ by no more than 50 pounds per square inch. The Contractor's percent of retained strength is verified if the Engineer's result is above the minimum contract specification.

(4) **Marshall Air Voids, stability, and flow.** The Contractor's results are considered verified if they meet the contract requirements shown in Table 402-1 for HMA Base Course Requirements or Table 402-2 for HMA Friction Course Requirements.

(c) **Changes and Resubmissions.** If a job-mix formula is rejected, material source is changed, or if the recycled asphalt pavement source, use or percentage used is changed, a new job-mix formula shall be submitted for acceptance. Up to 21 days may be required to evaluate a change. Approved changes in target values will not be applied retroactively for payment.

The Engineer will, at their discretion, deduct all job-mix formula evaluation costs from amounts due to the Contractor resulting from any of the following:

- (1) Contractor-requested changes to the approved job-mix formula;
- (2) Contractor requests for additional job-mix formula evaluations; and
- (3) Additional testing necessary due to the failure of a submitted job-mix formula.

(d) **Acceptance.** Do not begin mix production until the job-mix formula is accepted by the Engineer.

#### 402.05 Mixing Plant.

Use mixing plants conforming to AASHTO M 156 supplemented as follows:

(a) **All plants.**

- (1) **Automated controls.** Control the proportioning, mixing, and discharging of the mix automatically.
- (2) **Dust collector.** AASHTO M 156, Requirements for All Plants, Emission Controls is amended as follows:

(a) **Equip the plant with a dust collector.** Dispose of the collected material. In the case of baghouse dust collectors, dispose of the collected material or return the collected material to the mix uniformly. Use of baghouse fines in asphalt concrete mixes requires approval from the Engineer, unless included as part of the approved job-mix formula.

- (3) **Recycled asphalt pavement.** When recycled asphalt pavement material is incorporated into the mixture, modify plants according to the plant manufacturer's recommendations to process reclaimed material.

(b) **Drum dryer-mixer plants.**

- (1) **Bins.** Provide a separate bin in the cold aggregate feeder for each individual

aggregate stockpile in the mix. Use bins of sufficient size to keep the plant in continuous operation and of proper design to prevent overflow of material from one bin to another.

Ensure that each bin compartment has the capacity and design to permit a uniform flow of aggregates. Mount the bin compartment over a feeder of uniform speed, which will deliver the specified proportions of the separate aggregates to the dryer at all times. If necessary, equip the bins with vibrators to ensure a uniform flow of the aggregates at all times.

Provide each bin compartment with a gate that is adjustable in a vertical direction. Provide gates that can be held securely at any specified vertical opening. Equip the gates with a measuring device for measuring the vertical opening of the gates from a horizontal plane level with the bottom of the feeder.

Each bin will have a 'no-flow' switch which will alert the plant operator that no material is flowing from the bin, if this bin is active for the mix being produced.

- (2) **Stockpiling procedures.** Place each aggregate component in an individual stockpile, and separate each from the adjacent stockpiles, either by space or by a system of bulkheads. Prevent the intermingling of different materials in stockpiles at all times. Identify each stockpile, including RAP, as shown on the mix design.

Form and maintain stockpiles in a manner that will prevent segregation. If a stockpile is determined to have excessive segregation, the Engineer will disapprove the material for use on the project until the appropriate actions have been taken to correct the problem.

- (3) **Oversize Aggregate.** Remove any oversized pieces of aggregate by use of a scalping screen. Do not return this oversized material to the stockpile for reuse unless it has been crushed and reprocessed into sizes that will pass the scalping screen.
- (4) **Mineral Filler.** If mineral filler is used in the mix, feed or weigh it in separately from the other aggregates.

**(c) Batch and continuous mix plants.**

- (1) **Hot aggregate bin.** Provide a bin with 3 or more separate compartments for storage of the screened aggregate fractions to be combined for the mix. Make the partitions between the compartments tight and of sufficient height to prevent spillage of aggregate from one compartment into another. Heat and dry the aggregates before screening. Control the temperature of the aggregates so that the temperature of the completed mixture at the plant is within the range allowed.
- (2) **Load cells.** Calibrated load cells may be used in batch plants instead of scales.

- (3) **Recycled asphalt pavement.** Modify batch plants so the recycled asphalt pavement is introduced into the mix after bypassing the dryer. Design the cold feed bin, conveyor system, and special bin adjacent to the weigh hopper, if used, to avoid segregation and sticking of the recycled asphalt pavement material. Heat aggregate to a temperature that will transfer sufficient heat to the recycled asphalt pavement material to produce a mix of uniform temperature within the range specified in the approved job-mix formula.

**402.06 Pavers.** Use pavers that are:

- (a) Self-contained, power-propelled units with adjustable vibratory screeds with full-width screw augers;
- (b) Heated for the full width of the screed;
- (c) Capable of spreading and finishing courses of asphalt mix in widths at least 12 inches more than the width of one lane;
- (d) Equipped with a receiving hopper having sufficient capacity to ensure a uniform spreading operation;
- (e) Equipped with automatic feed controls, which are properly adjusted to maintain a uniform depth of material ahead of the screed;
- (f) Operable at forward speeds consistent with satisfactory mix lay down;
- (g) Capable of producing a finished surface of the required smoothness and texture without segregating, tearing, shoving, or gouging the mix; and
- (h) Equipped with automatic screed controls with sensors capable of sensing grade from an outside reference line, sensing the transverse slope of the screed, and providing the automatic signals that operate the screed to maintain grade and transverse slope.

**402.07 Surface Preparation.**

Clean the existing surface of all loose material, dirt, or other deleterious substances by approved methods. Apply an asphalt tack coat to contact surfaces of pavements, curbs, gutters, manholes, and other structures according to Section 412.

**402.08 Weather Limitations.**

Place hot mix asphalt pavement on a dry surface when the temperature of the road surface in the shade conforms to Table 402-3.

**Table 402-3**  
**Asphalt Concrete Mix Placement Temperature**

Compacted Lift Thickness	< 2 Inches	2 – 3 Inches	> 3 Inches
Road Surface Temperature °F	Minimum Lay-Down Temperature <sup>(1)</sup> °F		
50 – 59.9	295	280	270
60 – 69.9	285	275	265
70 – 79.9	280	270	265
80 – 89.9	270	265	260
≥ 90	265	260	255

Do not transport asphalt mix from the plant to the roadway unless all of the following weather conditions are suitable for the laying operations.

**(a) Temperature:**

Spread the HMA only when the air temperature in the shade and away from artificial heat is at least 60°F for layers greater than 1 inch (100 lb/yd<sup>2</sup>) in thickness and at least 65°F for layers 1 inch (100 lb/yd<sup>2</sup>) or less in thickness (this includes leveling courses). The minimum temperature requirement for leveling courses with a spread rate of 50 lb/yd<sup>2</sup> or less is 70 °F.

**(b) Wind:**

Do not spread the HMA when the wind is blowing to such an extent that proper and adequate compaction cannot be maintained or when sand, dust, etc., are being deposited on the surface being paved to the extent that the bond between layers will be diminished.

**(c) Night Paving:**

Use Engineer approved night paving operations and traffic control plan.

**(d) Rain:**

Do not produce HMA when rain is falling at the plant or on site.

Stop paving when rain starts and the ground or pavement becomes wet. Restart paving when the rain stops and the ground or pavement becomes dry.

**402.09 Asphalt Preparation.**

Uniformly heat the asphalt binder to provide a continuous supply of the heated asphalt binder from storage to the mixer. Do not heat asphalt binder above 350°F unless the manufacture recommends a higher temperature due the modification of the asphalt binder.

If a liquid heat stable anti-strip additive is used, meter it into the asphalt binder transfer lines at a bulk terminal or mixing plant. Inject the additive for at least 80 percent of the transfer or mixing time to obtain uniformity.

#### **402.10 Aggregate Preparation.**

If non-liquid anti-strip is used, adjust the aggregate moisture to at least 4 percent by mass of aggregate. Mix the anti-strip uniformly with the aggregate before introducing the aggregate into the dryer or dryer drum. Mix with the aggregate particles to produce a uniform mixture. Use calibrated weighing or metering devices to measure the amount of anti-strip and moisture added to the aggregate.

Treated aggregate may be held in stockpiles before mixing with asphalt, but the treated aggregate must be used during the same construction season in which it was produced.

For batch plants, heat, dry, and deliver aggregate for pugmill mixing at a temperature sufficient to produce a mix temperature within the approved range. Adjust flames used for drying and heating to prevent aggregate damage and contamination.

#### **402.11 Mixing.**

Measure or meter the aggregate and asphalt into the mixer according to the approved job-mix formula. Mix until all the particles are completely and uniformly coated with asphalt according to AASHTO M 156. Maintain the discharge temperature within the approved range.

Control plant operations so the moisture content of the HMA at the plant is 0.5 percent or less according to AASHTO T 110.

The Contractor is responsible to produce a homogeneous mixture, with no segregated materials, that meets all specification requirements. Also apply these requirements to all mixes produced by the drum mixer process and all mixes processed through a hot storage or surge bin, both before and after storage.

##### **(a) Batch Mixing:**

- (1) Aggregates:** Once the dried aggregates and mineral filler (if required) are prepared in the manner previously described and combined in batches to meet the verified mix design by weighing each separate bin size, convey them to the empty mixer.
- (2) Asphalt Binder:** Introduce the accurately measured hot asphalt binder into the mixer simultaneously with, or after, the hot aggregates. Continue mixing until the mixture is thoroughly uniform with all particles fully coated.
- (3) Mixing Time:** The mixing time begins when the measuring devices for both the asphalt and the aggregates indicate that all the material is in the mixer, and

continues until the material begins to leave the mixing unit. Since the mixing time varies in relation to the nature of the aggregates and the capacity of the mixer, mix sufficiently to produce a thoroughly and uniformly coated mixture according to AASHTO M 156.

- (b) **Continuous Mixing:** Introduce the dried aggregates and mineral filler (if required), prepared as specified and proportioned to meet the verified mix design, into the mixer in synchronization with the accurate feeding of the hot asphalt cement. Mix sufficiently to produce a thoroughly and uniformly coated mixture.
- (c) **Mix Temperature:** Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature, when discharged from the pugmill or surge bin, which is within the master range as defined below.

Determine the temperature of the completed mixture using a quick-reading thermometer through a hole in the side of the loaded truck immediately after loading. Locate 1/4 inch hole on both sides of the truck body within the middle third of the length of the body, and at a distance from 6 to 10 inches above the surface supporting the mixture. If a truck body already has a hole located in the general vicinity of the specified location, use this hole. At the Engineer's discretion, the Contractor may take the temperature of the load over the top of the truck in lieu of using the hole in the side of the truck.

The normal frequency for taking asphalt mix temperatures will be for each day, for each design mix and every truck load. Take the temperature of the asphalt mix at the plant and at the destination, on arrival, and right before the mix is placed. Record the temperature on the front of the respective delivery ticket. The Engineer shall review the plant and destination temperature readings and may take additional temperature measurements at any time.

The master range for all mix designs will be the target mix temperature from the mix design  $\pm 30^{\circ}\text{F}$ . There are two master ranges, one at the asphalt plant (mixing temperature from the mix design  $\pm 30^{\circ}\text{F}$ ) and one at the roadway (compaction temperature from the mix design  $\pm 30^{\circ}\text{F}$ ). Reject any load or portion of a load of asphalt mix at the plant or at the placement location with a temperature outside of the master ranges. The Engineer will be immediately notified of the rejection.

#### **402.12 Hauling.**

Use vehicles with tight, clean, and smooth metal beds for hauling asphalt concrete mixes.

Thinly coat the beds with an approved material to prevent the mix from adhering to the beds. Do not use petroleum derivatives or other coating material that contaminates or alters the characteristics of the mix. Drain the bed before loading.

Equip each truck with a canvas cover or other suitable material of sufficient size to protect the mix from the weather. When necessary to maintain temperature, use insulated truck beds and securely fastened covers. Provide access ports or holes for checking temperature of asphalt mix in the truck.

Deliver HMA using HMA trucks in sufficient quantities and at such intervals to allow continuous placement of the material. Do not allow trucks to leave the plant within 1 hour of sunset unless nighttime paving is approved by the Engineer. The Engineer can suspend construction operations if the Contractor fails to maintain a continuous paving operation. Before the truck leaves the plant, obtain a weigh ticket from a computerized truck scale. Before unloading, submit for each truckload a legible weigh ticket that includes the following:

1. Name and location of the HMA plant;
2. Project title and number;
3. Load time and date;
4. Truck number;
5. Mix designation and number;
6. Plant lot number;
7. Tare, gross, and net weight; and
8. Daily Sub-Total.

The weight tickets shall have locations on the tickets to write the mix temperatures at the plant and at the destination, arrival time of the truck at destination, the unloading time of the truck, the locations of where the HMA was placed, signature of the scale operator, truck driver and inspector at site.

Each weight ticket will have at least 2 copies of which at least one copy will be kept by the inspector.

The weigh master and truck driver shall sign the weigh tickets.

In the event of breakdown of the weight ticket printer system, the Engineer can accept weigh tickets showing the information listed above written by hand for each truck, for a period not exceeding the necessary repair time but not to exceed a 24 hour period unless approved by the Engineer.

When using an automated batching plant, obtain weigh tickets from the printer used in conjunction with an automated batching and mixing system. The printed ticket shall show the individual weights of the various components of the HMA in a batch, the total weight of each batch, and the sum of all batch weights in the truckload. At the completion of each day's work, the HMA supplier's representative shall certify that the total net weight supplied to each contract was correct.

#### **402.13 Production Start-up Procedures.**

(a) **Pre-paving Conference.** At least 14 days before the start of paving operations, the Contractor shall arrange a pre-paving conference. Coordinate attendance with the Engineer and all applicable subcontractors. Submit and prepare to discuss the following:

- (1) Proposed schedule of paving operations;
- (2) List of all equipment (excavation, compaction, lay down, haul, pugmill, etc.), and

personnel used in the production and construction of the work;

- (3) Proposed traffic control plan for paving operations including provisions for pavement drop-offs and moving operations;
  - (4) Contractor quality control plan for paving and sampling and testing according to Sections 153 and 154;
  - (5) Procedures for constructing the control strip including placing, finishing, compacting, and smoothness procedures; and
  - (6) Acceptance procedures according to Subsections 106.05 and 402.18.
- (b) **Control Strip.** Provide 14 calendar days notice before beginning production of asphalt concrete mix.

On the first day of production, produce sufficient mix to construct a 1000-foot long control strip, a minimum of one-travel lane in width, and at the designated minimum lift thickness. Construct the control strip at an approved location.

Construct the control strip using mix production, lay-down, and compaction procedures intended for the entire mix. Cease production after construction of the control strip until the asphalt concrete mix and the control strip are evaluated and accepted. The Engineer shall provide an evaluation of the control strip to the Contractor within 5 business days after the control strip is completed.

- (1) **Mixture.** During the production of HMA for the control strip the Contractor shall provide the Engineer with samples of asphalt cement and aggregates for the evaluation of the Production Job-mix Formula (PJMF). Aggregate samples shall be collected and split by the Contractor from the hot bins and cold feed bins as directed by the Engineer.

The Engineer shall sample the HMA in at least five locations from the pavement of the control strip HMA samples for evaluation of the PJMF. The location of the samples shall be selected by the Engineer based on random numbers.

It is recommended that the Contractor also obtain aggregate samples and samples from the control strip at the locations determined by the Engineer and prepare a companion Job Mix Formula with the HMA placed on the roadway from the control strip. This companion Job Mix Formula may be utilized by the Contractor to provide another LJMF, if necessary.

The Engineer shall prepare a PJMF from the samples taken. The PJMF shall be evaluated against the LJMF. The PJMF and the HMA placed for the control strip will be acceptable if:

- a) The optimum binder content in the PJMF at 4% air voids is plus or minus 0.2% of the optimum binder content in the LJMF;
- b) The VMA in the PJMF is equal to or above the minimum VMA requirements;

- c) The gradation of the material placed for the control strip is within the LJMF tolerances;
- d) The AC content of the material placed for the control strip is within the specification limits;
- e) The air voids of the material placed is within the specification limits;
- f) Marshall Plug stability is above the specification limits; and
- g) Marshall Plug flow is within specification limits.

- (2) **Compaction.** The Contractor shall take nuclear density readings behind each roller pass to determine the roller pattern necessary to achieve required density.

At a minimum of five locations within the control strip, the Contractor shall take nuclear gauge readings in observance of the Engineer, and cut and test core samples according to Subsection 402.18. The test locations shall be selected by the Engineer based on random numbers. Density of the control strip is acceptable if all tests are within the specification range in Subsection 402.15.

- (3) **Acceptance.** The LJMF and the control strip will be acceptable if the PJMF and densities meet the requirements of (1) and (2) above. If these requirements are not met the material placed for the control strip will be evaluated according to Subsection 106.05. The control strip may remain in place at reduced payment in accordance with Subsection 106.05 if the pay factor for asphalt content, gradation, VMA, Air Voids and densities is 0.90 or greater. The pay factor shall be applied to the Contractor's schedule of values for the pavement being evaluated. If the pay factor is less than 0.90 all material for the control strip shall be removed from the project at the Contractor's expense. Repeat the LJMF and control strip process until an acceptable control strip is produced and a pay factor of 1.0 is achieved. If an acceptable control strip is not achieved by the third attempt all of the material for all of the control strips shall be removed at the Contractor's expense and the control strip process repeated.

Once a control strip is acceptable the remaining HMA pavement will be evaluated in accordance with Subsection 402.18.

#### **402.14 Placing and Finishing.**

The Engineer may direct the Contractor to prepare the surface of the existing HMA pavement by lightly milling or other approved methods so that the bond between the existing HMA surface and the Friction Course layer is improved.

Do not use HMA produced from different plants unless the HMA are produced according to the same job-mix formula, use material from the same sources, and are approved.

Place HMA at a temperature conforming to Table 402-3. Measure temperature of the mix in the hauling vehicle just before dumping into spreader or measure it in the windrow immediately before pickup.

Place the HMA with a paver conforming to Subsection 402.06. Control horizontal alignment using a reference line. Automatically control the grade and slope from reference lines using a ski and slope control device, or dual skis. Use skis having a minimum length of 20 feet.

In areas where mechanical spreading and finishing is impractical, place and finish the HMA with Engineer approved alternate equipment. This alternate equipment shall produce a uniform surface closely matching the surface obtained when using a mechanical paver.

Offset the longitudinal joint of one layer at least 6 inches from the joint in the layer immediately below. Make the longitudinal joint in the top layer along the centerline of two-lane roadways or at the lane lines of roadways with more than two lanes.

The Engineer will designate the job-mix formula to be used for wedge and leveling courses at each location. Place wedge and leveling courses in maximum 4-inch lifts. Complete the wedge and leveling before starting normal paving operations.

The Friction Course Mix shall have a thickness of 1-2 inches within a tolerance of (-0, +1/2"). The base course will be applied to the thickness of design within a tolerance of (-1/2", +1/2") and no one layer can be paved at more than a maximum thickness of 4". When a base course thicker than 4" is required, multiple layers of approximate equal thicknesses will be applied.

If a core is found to be out of specification on thickness a new core will be taken 5 feet from the location of the out of specification core and if the thickness is found to be within specification the pavement is acceptable.

Apply an asphalt tack coat according to Section 412 to the contact surface areas of asphalt pavement layers, leveling layers, and on any milled surfaces prior to placing the next layer of asphalt pavement.

- (a) Safety Edge Specification - Attach an approved device to the screed of the paver that confines the material at the end gate and extrudes the asphalt material in such a way that results in a compacted wedge shape pavement edge of approximately 30 degrees (not steeper than 35 degrees) relative to the pavement structure. Maintain contact between the device and the road shoulder surface, and allow for automatic transition to level for areas such as cross roads, driveways and obstructions. Use the device to constrain the asphalt head reducing the area by 10% to 15% increasing the density of the extruded profile. Do not use conventional single plate strike off. Use the TransTech Shoulder Wedge Maker, or the Advant-Edge, or a similar approved-equal device that produces the same wedge consolidation results. Contact information for these wedge shape compaction devices is the following:

1. TransTech Systems, Inc.  
1594 State Street  
Schenectady, NY 12304

Ph. 1-800-724-6306  
Website: [www.transtechsys.com](http://www.transtechsys.com)

2. Advant-Edge Paving Equipment LLC  
P.O. Box 9163  
Niskayuna, NY 12309-0163  
Ph. 518-280-6090  
Website: [www.advantedgepaving.com](http://www.advantedgepaving.com)

If electing to use a similar device, provide proof that the device has been used on previous projects with acceptable results or construct a test section prior to the beginning of work and demonstrate wedge compaction to the satisfaction of the Engineer. Short sections of handwork will be allowed when necessary for transitions and turnouts or otherwise authorized by the Engineer.

#### **402.15 Compacting.**

Thoroughly and uniformly compact the asphalt surface by rolling. Do not cause cracking, shoving or undue displacement. Continue rolling until all roller marks are eliminated, all cracks are sealed, and the required density is obtained. Do not roll the mix after the surface cools below 175 °F.

Monitor the compaction process with nuclear density gauges. Calibrate the gauge according to the ASTM D 2950 calibration section within 6 months before use and check the standard and reference on each day of use according to the ASTM D 2950 standardization and reference check sections. Compact to a pavement specific gravity (density) that is no less than 92 percent and no more than 97 percent of the maximum specific gravity (density) determined according to AASHTO T 209.

Along forms, curbs, headers, walls, and other places not accessible to the rollers, compact the mix with alternate equipment to obtain the required compaction.

Do not allow the rollers to deposit gasoline, oil, or grease onto the pavement. Remove and replace any areas damaged by such deposits as directed by the Engineer. While rolling is in progress, check the surface continuously, and correct all discrepancies to comply with the surface requirements. Remove and replace all drippings, fat or lean areas, and defective construction of any description. Remedy depressions that develop before completing the rolling by loosening the mixture and adding new mixture to bring the depressions to a true surface. Should any depression remain after obtaining the final compaction, remove the full depth of the mixture, and replace it with sufficient new mixture to form a true and even surface. Correct all high spots, high joints, and honeycombing as directed by the Engineer. Remove and replace any mixture remaining unbounded after rolling. Correct all defects prior to laying the subsequent course.

Keep sections of newly compacted asphalt concrete, which are to be covered by additional courses, clean until the successive course is laid. Do not dump embankment or base material directly on the pavement. Dress shoulders before placing the friction course on adjacent pavement.

Equip blade graders operating adjacent to the pavement during shoulder construction with a 2 inch by 8 inch or larger board, or other attachment providing essentially the same results, attached to their blades in such manner that it extends below the blade edge to protect the pavement surface from damage by the grader blade.

To prevent rutting or other distortion, protect sections of newly finished HMA friction course and the base course HMA prior to the friction course from traffic until the surface temperature has cooled below 160°F.

The Contractor may use artificial methods to cool the pavement to expedite paving operations. In addition, the Engineer may direct the Contractor to use artificial cooling methods when maintenance of traffic requires opening the pavement to traffic at the earliest possible time.

#### **402.16 Joints, Trimming Edges and Cleanup.**

Complete pavement construction of adjacent traffic lanes to the same elevation within 24 hours. If drop-offs are left overnight, sign the drop-offs in excess of 1 inch with "Uneven Lanes" warning signs and provide a 1V:3H fillet for drop-offs in excess of 2 inches.

To both transverse and longitudinal joints, apply asphalt tack coat to the joint edge according to Section 412.

For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Plan offsets in advance so that longitudinal joints of the friction course are not in wheel path areas. The longitudinal joints for friction course layers should be within 6 inches of the lane edge or at the center of the lane. The Engineer may waive this requirement where offsetting is not feasible due to the sequence of construction.

Place the asphalt concrete mix as continuously as possible. Do not pass rollers over the unprotected end of a freshly laid mix.

Dispose of material trimmed from the edges and any other discarded asphalt mix according to Subsection 211.02 (a) (2).

Butt joints shall be constructed according to the details shown on the plans. The surface removal shall be done according to Section 413. Construction of butt joints shall not begin prior to general operations on the project.

When butt joints are to be constructed under traffic, temporary ramps shall be constructed and maintained at both upstream and downstream ends of the surface removal areas immediately upon completion of the surface removal operation. The temporary ramps shall be constructed by providing hot asphalt concrete with a minimum taper rate of 1:40 (V: H). The HMA for the ramp shall meet the approval of the Engineer. Cold milled pavement tailings will not be acceptable. The temporary ramps shall be removed just prior to placing the HMA.

#### **402.17 Pavement Smoothness/Roughness.**

Use a 10-foot metal straight edge at right angles and parallel to the centerline to check for surface deviations. Defective areas are surface deviations in excess of 1/4 inch in 10 feet between any two contacts of the straightedge with surface.

Correct defective areas. Obtain approval for the proposed method of correction. Re-check corrected areas according to the specified type of pavement smoothness/roughness. The smoothness/roughness value obtained will replace the original measured results.

**402.18 Acceptance.** See Table 402-5 for sampling, testing and acceptance requirements.

Mineral filler and anti-strip additive will be evaluated under Subsections 106.03 and 106.04. Chemical agents will be evaluated as required by the Engineer.

Asphalt binder will be evaluated under Subsection 106.03(a), 106.04 and 702.09.

Construction of the HMA pavement courses shall be evaluated under Subsections 106.02 and 106.04.

Testing for VMA, Air Voids, VFA, Marshall Stability and Flow will be completed and reported for each HMA sample taken. Gradation of cold feed bins, hot bins and mineral filler materials will be reported along with the percentages of each bin/material used.

Asphalt content, aggregate gradation, density, and thickness shall be evaluated under Subsection 106.04 or under Section 404 when the production is of 100 tons or less and/or as directed by the Engineer.

- (a) **Asphalt content.** The upper and lower specification limits are the accepted PJMF target value for asphalt content +/- 0.4 percent.
- (b) **Aggregate gradation.** The upper and lower specification limits are the accepted PJMF target values +/- the allowable deviations shown in Table 703-4.
- (c) **Density.** The lower specification limit is 92 percent and the upper limit is 97 percent of the maximum specific gravity (density) determined according to AASHTO T 209. If a core is found to be out of specification, a new core will be taken 5 feet from the location of the out of specification core. If the density of the new core is found to be within specification, the pavement will be acceptable.
- (d) **Pavement smoothness/roughness.** The evaluation of pavement smoothness and roughness shall be made after all defective areas are corrected.
- (e) **Thickness.** For friction course pavement the thickness of the cores cannot be less than the design thickness of the friction layer and should be no more than 25% higher than design thickness. If a core is found to be out of specification a new core will be taken 5 feet from the location of the out of specification core and if the thickness is found to be within specification the pavement is acceptable.

For binder pavement, no one core can be less than 15% of design thickness nor more than 25% higher of design thickness. If a core is found to be out of specification a new core will be taken 5 feet from the location of the out of specification core and if the thickness is

found to be within specification the pavement is acceptable. If the cores show that the pavement is thin, then pavement must be cored every 50 feet longitudinal from the original cores to establish the length of the thin pavement.

Calculations will be completed of the actual tonnage placed and the theoretical tonnage which should have been placed.

Based on this information the Engineer will determine if:

- (1) The pavement can be accepted at the contract units and/or unit rates;
- (2) An additional thickness layer must be paved;
- (3) The next lift of hot mix asphalt must be thickened; or
- (4) The section determined to be outside the allowable thickness tolerance must be removed and replaced.

If the production tonnage meets the requirements of (a), (b) (c), and (e) above, it is accepted. If these requirements are not met, the material placed will be evaluated according to Subsection 106.05.

If the evaluation, according to Subsection 106.05, the pay factor for asphalt content, gradation, and densities is 0.80 or greater, the mix may remain in place at reduced payment in accordance with Subsection 106.05. The pay factor shall be applied to the Contractor's schedule of values for the pavement being evaluated. If the pay factor is less than 0.80 all material in this evaluation shall be removed from the project and replaced at the Contractor's expense with HMA which meets these specifications.

#### **402.19 Alternative Mix Design Criteria.**

The Contractor may propose an alternate mix design criteria such as Hveem or Superpave for the Engineer's consideration. This proposed JMF must meet or exceed the JMF requirements specified in Table 402-1 and Table 402-2. Changes to the pavement structural section will not be considered.

#### **Measurement**

**402.20** The measurement of HMA pavement shall be made in accordance with the items as listed in the bid schedule.

#### **Payment**

**402.21** Payment for the accepted quantity of asphalt concrete pavements shall in accordance with the items as listed in the bid schedule.

**Table 402-4  
Materials Quality Sampling and Testing Requirements  
(Prior to Production)**

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Method Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Aggregate source quality	Measured and tested for conformance (106.04)	LA abrasion (coarse)	—	AASHTO T 96	1 per type & source of material	Source of Material	Yes	Before producing
		Sodium sulfate soundness loss (coarse & fine)	—	AASHTO T 104	"	"	"	"
		Sand equivalent	—	AASHTO T 176 Alternate method no. 2, reference method	"	"	"	"
Asphalt concrete (mix design)	Measured and tested for conformance (106.04)	Gradation	—	AASHTO T 27 & T 11	1 per submitted mix design	Stockpiles	Yes	28 days before producing
		Voids	—	AASHTO T 209	"	"	"	"
		Moisture Susceptibility	—	AASHTO T 165 & T 167	"	"	"	"
Aggregates (during aggregate production)	Measured and tested for conformance (106.04)	Gradation	—	AASHTO T 27 & T 11	1 per every hot mix sample	From each cold feed bin, hot bin and mineral filler	Yes	End of shift
		Sand equivalent	—	AASHTO T 176 alternate method no. 2 reference method	1 per type & source of material	"	"	"
		Fractured faces	—	ASTM 5821	"	"	"	"
Asphalt binder	Measured and tested for conformance (106.04)	Sample for job-mix formula verification	—	Subsection 402.03	1 per aggregate sample Stockpile	"	"	28 days before approval of job-mix formula
		Quality	—	Subsection 702.01	1 per mix design and 1 per grade of asphalt binder	In line between tank & mixing plant	2 - 1 quart samples provided to the Government	Tested by the Government

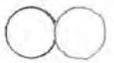
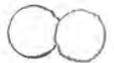
**Table 402-5  
Acceptance Sampling and Testing Requirements  
(During Production)**

Material or Product	Type of Acceptance (Subsection)	Characteristic	Category	Test Method Specifications	Sampling Frequency	Point of Sampling	Split Sample	Reporting Time
Hot asphalt concrete pavement (control strip)	Statistical (106.05)	Gradation	I	AASHTO T308, T 30 & T 110	3 minimum	Behind paver before compacting or from truck as determined by the Engineer. (2)	Yes	5 days
		1 inch	II					
		3/4 inch	II					
		1/2 inch	II					
		3/8 inch	II					
		No. 4	I					
		No. 8	I					
		No. 16	II					
		No. 30	II					
		No. 50	II					
No. 100	II							
No. 200	I							
Asphalt Content	I							
Hot asphalt concrete pavement	Statistical (106.05)	Gradation	—	AASHTO T30	"	"	"	24 hours
		Asphalt content	—	AASHTO T308	"	"	"	"
		Compaction	—	AASHTO T166 and T 209	"	Completed roadway after rolling	"	"
		Gradation	—	AASHTO T 27 & T 11	1 per every hot mix sample	From each cold feed bin and hot bin -	—	"
Asphalt binder		Quality	—	Subsection 702.01	1 per 130 tons of liquid	Line between storage tank and asphalt plant	2 - 1 quart samples	Tested by Government

(1) Cut core sample from the compacted pavement according to AASHTO T 230, method B. Fill and compact the sample holes with asphalt concrete mixture. Cores shall be 6 inches in diameter. Perform specific gravity and thickness test on cores and deliver to CO after testing is completed. Label cores and protect from damage due to handling or alteration due to temperature during storage or transfer.

(2) For asphalt concrete wearing surface, the point of sampling shall be from the hauling vehicle prior to discharge into the paver.

**End of Section 402**



**Section 403. – HOT ASPHALT CONCRETE PAVEMENT**

Delete this section in its entirety in FP-03. All references to Section 403 or SCR 403 are re-directed to the appropriate section in SCR 402.

**\* \* \* END OF SECTION 403 \* \* \***

**Section 412. – ASPHALT TACK COAT**

**Description**

**412.01** This subsection is revised to read as follows:

This work shall consist of applying an emulsified asphalt tack coat according to AASHTO M 140 or AASHTO M 208.

**\*\*\* END OF SECTION 412 \*\*\***

## **Section 551. – DRIVEN PILES**

### **Construction Requirements**

**551.09 Splices.** – The following revises the first paragraph of this Subsection:

**(b) Concrete pile splices.** Use dowels or other acceptable mechanical means to splice precast prestressed concrete piles. Splices shall be capable of developing full length of the member in compression, tension, shear, and bending. Submit shop drawings of proposed splices and design calculations demonstrating the strength of the splice for review and approval.

### **Measurement**

**551.16 - The following is added to this Subsection:**

When measurement is by the square yard, vertical measurement shall be the length of pile from the cutoff elevation to the embedment tip and horizontal measurement shall be the horizontal liner length of the in-place sheet piles.

**\* \* \* END OF SECTION 551 \* \* \***

## Section 552 – STRUCTURAL CONCRETE

### Description

**552.01 - The following is added to this Subsection:**

Structural concrete shall be Class “A” as designated and shown in Table 552-1 unless “Class” type is specifically noted otherwise on the Table.

Concrete structures shall include but are not limited to the following:

- Pile Caps
- Abutment Walls
- Bridge Box Beams
- Diaphragm Walls
- Retaining Walls
- Approach Slab
- GPA Pole Foundations
- Pedestal Service Drop

### Materials

**552.02 - The following is added to the Subsection:**

Reinforcing steel	554.07
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### Construction Requirements

**552.03 Composition(Concrete Mix Design). - The following is added to this Subsection:**

- Concrete for prestressed and/or post tensioned elements shall include a corrosion inhibiting admixture. The admixture shall be DCI-S by Grace Construction Products applied at a rate of 5.0 gallons per cubic yard; Rheocrete 222+ by BASF applied at a rate of 1.0 gallon per cubic yard; FerroGard 901 by Sika applied at a rate of 4.0% of cement weight, or equal.

### Measurement

**552.20 - The following is added to this Subsection:**

Measure the structural concrete by the cubic yard unless noted otherwise in the bid schedule as lump Sum for the structure. Foundation preparation (excluding concrete piles), excavation,

structural backfill, flowable fill, compaction, compaction testing, formwork, reinforcement and concrete placement, drain board, perforated drain pipe, that are not indicated as a separate bid items in the bid schedule will not be measured separately but will be included as incidental in the Structural Concrete bid item. Concrete piles will be measured separately.

**\* \* \* END OF SECTION 552 \* \* \***

## **Section 554. – REINFORCING STEEL**

### **Construction Requirements**

**554.09 Splices.** – The following is added to this Subsection:

#### **Mechanical Splices**

Mechanical splices to be used in the work shall be on the prequalified list included in this section. Splicing procedures shall be in conformance with the manufacturer's recommendations, except as modified in this section. Splices shall be made using the manufacturer's standard equipment, jigs, clamps, and other required accessories. Splice devices shall have a clear coverage of not less than 1<sup>3</sup>/<sub>4</sub> inches measured from the surface of the concrete to the outside of the splice device. Stirrups, ties, and other reinforcement shall be adjusted or relocated, and additional reinforcement shall be placed, if necessary, to provide the specified clear coverage to reinforcement.

The Contractor shall furnish the following information for each shipment of splice material:

- (a) The type or series identification of the splice material including tracking information for traceability.
- (b) The bar grade and size number to be spliced.
- (c) A copy of the manufacturer's product literature giving complete data on the splice material and installation procedures.
- (d) A statement that the splicing systems and materials used in conformance with the manufacturer's installation procedures will develop the required tensile strengths, based on the nominal bar area, and will conform to the total slip requirements and the other requirements in these specifications.
- (e) A statement that the splice material conforms to the type of mechanical splice in the Department's current prequalified list.

**PREQUALIFIED LIST OF COUPLERS ON REINFORCING STEEL**

Type of Splice	Splice Company	Coupler Model	Service Splice Qualification (Bar Sizes)	Ultimate Splice Qualification (Bar Sizes)
<b>Mechanical Couplers on ASTM A 706 Reinforcing Steel</b>				
Sleeve-Tapered Thread	Erico	Lenton® Position (P8)	#6 through #18	
	Erico	Lenton® Position (P9)	#6 through #18	
	Erico	Lenton® Formsaver	#3 through #11	
	Erico	Lenton® Interlock™ Rebar Splice System	#8	#8
	Erico	Lenton® Plus Position Coupler (P14L)	#8 through #14	#8 through #14
	Erico	Lenton® Plus Standard Coupler (A12)	#5 through #14	#5 through #14
	Fox-Howlett	Standard No-Slip Couplers	#6 through #18	
	Fox-Howlett	Position No-Slip Couplers	#6 through #18	
	Headed Reinforcement Corp.	HRC 410/420 Standard Coupler	#8 through #18	#8 through #18
	Headed Reinforcement Corp.	HRC 410/490 Position Coupler	#8 through #18	#8 through #18
	Dayton Superior	Taper Lock D-310 Standard Coupler	#6 through #14	
	Dayton Superior	Taper Lock D-330 Positional Coupler	#6 through #14	
	Dayton Superior	Taper Lock D-340 Flange Coupler	#6 through #14	
Sleeve-Filler Metal	Erico	Cadweld	#18	
Sleeve-Filler Grout Coupler	Splice Sleeve North America	NMB	#4 through #18	
Upset Bar Ends-Dowel Bars Included	Dayton/Richmond	US/MC Forged	#6 through #11	#7 through #11
Two Piece, Weld-On Coupler	Headed Reinforcement Corp.	Xtender™ XT 553 Anchor Coupler	#7 and #8	#7 and #8
Two Piece Sleeve/Forged Ends	Headed Reinforcement Corp.	Xtender™ 507/571 Coupler	#7	#7

**PREQUALIFIED LIST OF COUPLERS ON REINFORCING STEEL**

Type of Splice	Splice Company	Coupler Model	Service Splice Qualification (Bar Sizes)	Ultimate Splice Qualification (Bar Sizes)
<b>Mechanical Couplers on ASTM A 706 Reinforcing Steel</b>				
Two Piece Sleeve/Forged Ends	Headed Reinforcement Corp.	Xtender™ 509/571 Position Coupler	#11	#11
	Headed Reinforcement Corp.	Xtender™ 510 Standard Coupler	#4 through #14	#4 through #14
	Headed Reinforcement Corp.	Xtender™ 511/512 Transition Coupler	#5 through #11	#5 through #11
	Headed Reinforcement Corp.	Xtender™ 511/510 Transition Coupler	#11 to #14	#11 to #14
	Headed Reinforcement Corp.	Xtender™ 520 Form Protector	#4 through #14	#4 through #14
Wedge-Thru Sleeve (Mechanical Lap Splice)	OCM, Inc. (formerly Splice Sleeve North America)	O-S Splice Clip (one clip per splice)	#4 through #6	
	Erico	Quick-wedge Mechanical Lap Coupling Device (two clips per splice)	#4 through #6	
Side-by-Side (Mechanical Lap Splice)	BarSplice	ZAP Screwlok® Double Barrel Transition Coupler	#4/#3 through #6/#5	
	BarSplice	ZAP Screwlok® Double Barrel Standard Coupler	#4 through #6	

Type of Splice	Splice Company	Coupler Model	Service Splice Qualification (Bar Sizes)	Ultimate Splice Qualification (Bar Sizes)
<b>Mechanical Couplers on ASTM A 706 Reinforcing Steel Hoops</b>				
Sleeve-Swaged	BarSplice	BPI-GRIP™ (BarGrip®)	#5 through #8, and #14	

**PREQUALIFIED LIST OF COUPLERS ON REINFORCING STEEL**

Type of Splice	Splice Company	Coupler Model	Service Splice Qualification (Bar Sizes)	Ultimate Splice Qualification (Bar Sizes)
Two Piece Sleeve/ Forged Ends	Headed Reinforcement Corp.	Xtender™ 500/510	#5 through #11	#8, #9 and #11
	Headed Reinforcement Corp.	Xtender™ 515 adjustable tension hoop coupler	#8	
	Headed Reinforcement Corp.	HRC 571 adjustable tension hoop coupler	#8	
	Headed Reinforcement Corp.	HRC 572 adjustable tension hoop coupler	#8	

\* \* \* END OF SECTION 554 \* \* \*

**Section 602. – CULVERTS AND DRAINS**

**Description**

**602.01** – This subsection is modified to read as follows:

The work under this section consists of constructing pipe culvert at the locations and elevations shown on the plans.

**Material**

**602.02** – This subsection is revised to read as follows:

Pipe culverts shall be reinforced concrete pipe conforming to Subsection 706.02.

The contractor shall use only one type of material for the pipe culverts on the job.

**Measurement**

**602.09** – The subsection is revised to read as follows:

The pipe culvert will be measured complete in place, including excavation and backfill, by the linear foot along the invert.

**\* \* \* END OF SECTION 602 \* \* \***

## **Section 611. – WATER SYSTEMS**

### **Description**

**611.01** This subsection is supplemented as follows:

This work shall include the relocation, replacement, and adjustment of waterline and its appurtenances.

### **Construction Requirements**

**611.03 General.** This subsection is supplemented as follows:

The Contractor shall coordinate all work under this Section, particularly when making connection to existing systems, adjustments, temporary and permanent relocations, realignments, and other activities which affect water service, with the Contracting Officer and Guam Waterworks Authority (GWA).

The item for Adjust Water Valve includes work needed to adjust the water valve, or the water valve box, or both as needed to construct the project

The Contractor shall be responsible for the repair of all waterline leaks or breakage that may occur during the construction of the drainage culvert replacement and until the project is officially accepted by the Government. All repairs shall be made immediately after discovery of leaks or breakages and shall be subject to inspection and approval by the Government.

The Contractor shall submit temporary waterline relocation plans to GWA and DPW for review and approval.

Submit all applicable shop drawings and material submittals to GWA and DPW for recommendation/acceptance.

Submit outage plans to GWA for review and approval, and apply for outages and pay all applicable fees.

Provide up to date construction schedule for GWA to inspect work.

### **Measurement**

**611.08** This subsection is supplemented as follows:

The relocation, replacement, and adjustments of the waterlines and its appurtenances will be paid at the Contract price per unit of measurement listed in the Bid Schedule. Any items not listed in the Bid Schedule, will not be measured separately but considered incidental to the relocation, replacement, and adjustments of the waterlines and its appurtenances.

**\*\*\* END OF SECTION 611 \*\*\***

## Section 614. – LEAN CONCRETE BACKFILL

### Description

**614.01 - The following is added to this subsection:**

This work consists of constructing flowable fill when specified.

- (a) **Applicable Publications.** Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by basic designation only.

(1) American Society for Testing and Materials (ASTM):

C33	Standard Specification for Concrete Aggregates
C150	Standard Specification for Portland Cement
C403	Standard Test Method for Time of Setting of Concrete Mixtures by Penetration Resistance.
C494	Standard Specification for Chemical Admixtures for Concrete
C618	Standard Specifications for Coal Fly Ash and Raw or Calcined Natural Pozzolan for use as Mineral Admixture in Concrete.
C940	Standard Specification for Expansion and Bleeding of Freshly Mixed Grouts for Preplaced-Aggregate Concrete in the Laboratory
D4832	Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.

(2) American Concrete Institute (ACI):

SP-150	Controlled Low-Strength Materials
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- (b) **Description of Work.** Furnish and place flowable fill in a fluid condition that sets within the required time and, after curing, obtains the desired strength properties as evidenced by the laboratory testing of the specific mix design, at locations shown on the plans or as directed by the Engineer in writing. This section specifies flowable fill for use as structural fill to remain easily removable using backhoe, as would be utilized for adjoining earth.

Flowable fill refers to cementitious slurry consisting of a mixture of fine aggregate or filler, water, and cementitious material(s), which is used as a fill or backfill in lieu of compacted earth. This mixture is capable of filling all voids in irregular excavations and hard to reach places (such as under undercuts of existing slabs), is self-leveling, and hardens in a matter of a few hours without the need for compaction in layers. Flowable fill is sometimes referred to as controlled density fill (CDF), controlled low strength material (CLSM), lean concrete slurry, and un-shrinkable fill. Design strength for flowable fill shall have compressive strengths between 150 psi and 300 psi after 28 days.

Chemical admixtures may also be used in flowable fill to modify performance properties of strength, flow, set and permeability.

**(c) Submittals.**

Flowable fill Mix Design: Provide flowable fill mix design containing cement and water. At the contractor's option, it may also contain fly as, aggregate, or chemical admixtures in any proportions such that the final product meets the strength and flow consistency, and shrinkage requirements included in this specifications.

**(1) Test and Performance - Submit the following data:**

- (a)* Flowable fill shall have compressive strengths between 150 psi and 300 psi according to ASTM C 39 at 28 days after placement.
- (b)* Flowable fill shall have minimal subsidence and bleed water shrinkage. Evaporation of bleed water shall not result in shrinkage of more than 1/8 inch per ft. of flowable fill depth (for mixes containing high fly ash content). Measurement of a Final Bleeding shall be as measured in Section 10 of ASTM C 940 "Standard Test Method for Expansion and Bleeding of Freshly Mixed Grouts for Pre-placed-Aggregate Concrete in the Laboratory.
- (c)* Provide documentation that the admixture supplier has experience of at least one year, with the products being provided and any equipment required to obtain desired performance of the product.

**(d) Quality Assurance.**

- (1) Manufacturer:** Flowable fill shall be manufactured by a ready-mix concrete producer with a minimum of 1 year experience in the production of similar products.
- (2) Materials:** For each type of material required for the work of this Section, provide primary materials that are the products of one manufacturer. If not otherwise specified here, materials shall comply with recommendations of ACI 229, "Controlled Low Strength Materials."
- (3) Pre-Approval Procedures:** Flowable fill shall be used where specified and shown in the contract drawings. In addition, the Contractor shall make the Engineer aware of the conditions for which he recommends the use of the flowable, and the Engineer has confirmed those conditions and approved the use of the flowable fill, in advance. During the submittal process, the contractor shall prepare and submit various flowable fill mix designs corresponding to required conditions or if the contractor desires to use flowable fill due to economics. Use tremie concrete method for placement of flowable fill in water. Approval for the strength of the flowable fill shall be obtained from the Engineer when the contractor desires, or is required to use flowable fill at specific location(s) within the project. Prior to commencement of field operations the contractor shall establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work.

- (e) **Delivery, Storage, and Handling.** Deliver and handle all products and equipment required, in strict compliance with manufacturer's recommendations. Protect from damage due to weather, excessive temperatures, and construction operations.
- (f) **Project Conditions.** Unless modified by the Engineer and DPW, provide flowable fill where specified and shown in the contract drawings.

### **Materials**

**614.02 - The following is added to this subsection:**

- (a) **Products.** Provide flowable fill containing, at a minimum, cementitious materials and water. Cementitious materials shall be Portland cement, pozzolanic materials, or other self-cementing materials, or combinations thereof, at the contractor's option, and following approval by the Engineer. The flowable fill mix design may also contain, fine aggregate or filler, and/or chemical admixtures in any proportions such that the final product meets the strength, flow consistency and shrinkage requirements included in this specification, as approved by the Engineer.
  - (1) Portland Cement shall be as specified in SCR 701.
  - (2) Mixing Water: Fresh, clean, and potable.
  - (3) Air-Entraining Admixture: ASTM C260.
  - (4) Chemical Admixtures: ASTM C494.
  - (5) Aggregate: ASTM C33.

### **Composition of Mix**

**614.03 - The following is added to this subsection:**

- (b) **Flowable Fill Mixture.**
  - (1) Mix design shall produce a consistency that will result in a flowable product at the time of placement which does not require manual means to move it into place.
  - (2) Flowable fill shall have a minimum compressive strengths have compressive strengths between 150 psi (min.) and 500 psi (max.) according to ASTM C39 at 28 days after placement.
  - (3) Flowable fill shall have minimal subsidence and bleed water shrinkage. Evaporation of bleed water shall not result in shrinkage of more than 1/8 inch per foot of flowable fill depth (for mixes containing high fly ash content).
  - (4) Flowable fill shall have an in-place yield of a maximum of 110% of design yield for removable types at 1 year.

- (5) Provide equipment as recommended by the Manufacturer and comply with manufacturer's recommendations for the addition of additives, whether at the production plant or prior to placement at the site.

### Construction Requirements

614.04 The following is added to this subsection:

- (a) **Examination.** Examine conditions of substrates and other conditions under which work is to be performed and notify Engineer, in writing, of circumstances detrimental to the proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

614.05 The following is added to this subsection:

- (a) **Application of Flowable Fill.** Secure pipes and other utilities to be encased in flowable fill. Insure that there are no exposed metallic pipes, conduits, or other items that will be in contact with the flowable fill after placement. If so, replace with non-metallic materials or apply manufacturers recommended coating to protect metallic objects before placing the flowable fill. Replacement or protection of metallic objects is subject to the approval of the Engineer. Tremie flowable fill through water.
- (b) **Protection and Curing.** Protect exposed surfaces of flowable fill from premature drying, wash by rain or running water, wind, mechanical injury, and excessively hot or cold temperature. Curing method shall be subject to approval by Engineer.

614.06 The following is amended as follows:

**Acceptance.** Material for lean concrete backfill or flowable fill will be evaluated under Subsections 106.02 and 106.03.

Lean concrete backfilling or flowable fill subgrade will be evaluated under Subsection 106.02.

### Measurement

614.08 The following is added to this subsection:

The flowable fill will be included as incidental to the structural concrete pay items.

\* \* \* END OF SECTION 614 \* \* \*

## Section 617. – GUARDRAIL

### Description

**617.01** - Delete item (a) in its entirety and replace with the following:

(a) Guardrail systems are designated as follows:

W-beam

T-beam

Unless designated otherwise, references to guardrail shall mean W-beam. All references to T beam and Trie beam guardrail refer to the same product.

### Material

**617.02** - Add the following to this subsection:

Galvanized W-beam	710.06(a)
Galvanized T-beam	710.06(a)
Galvanized Steel Posts	710.09
Guardrail Hardware	710.10
Offset Blocks	710.12
Brige Rail and Pedestrian Rub Rail	710.06(a)

### Construction Requirements

Add the following to this Subsection:

Prior to beginning any guardrail work, the Contractor shall meet the requirements set forth in Subsection 107.12 Utility Coordination for Guardrail Installation and Subsection 104.03 (b) (m) Guardrail layout plans.

**617.03 Posts** - Add the following to this subsection:

(a) **Erection of Posts.**

1. Wood guardrail posts shall not be used.
2. Set the posts in post holes or drive them vertically at the positions, depth, spacing, and alignment shown on the Plans.
3. Install posts for guardrail on bridges or other structures as detailed on the Plans.
4. Backfill post holes to the ground line with suitable material tamped in place in layers of not more than 4 inches thick.
5. If posts are driven, protect the tops of the posts with a suitable driving mat or cap. Remove and replace posts damaged during driving, at no additional cost.

6. Backfill the post holes that are drilled in rock with concrete or as directed by the Project Engineer.
7. Remove and reset posts that are out of alignment or too low in grade. Do not cut off posts that are too high; drive them to the proper elevation. Do not deviate more than 1/4 inch from vertical and horizontal post alignment.
8. Fit the posts with an offset block according to this Specification and Plan details.
9. Set additional posts and appurtenances, when required, according to the requirements of this Section and the Plan details.
10. When necessary to place posts in existing pavement, slope paving, etc., exercise extreme care in the cutting process, protect the adjacent areas, and remove all loose material. Cut holes in the existing paved area by drilling or sawing. Replace the pavement material in kind to the full depth of the original pavement after the post is installed.

#### **617.04 Rail Elements.**

Delete subsection 617.04 (a) and replace with the following.

**(a) Steel Rail.** Shop bend all curved guardrail with radius of 150 feet or less.

Erect the rails to attain a smooth, continuous rail line that conforms to the line and grade of the highway.

Determine the height of the rail from the Plans.

Use bolts long enough to extend at least 1/4 inch beyond the nuts after they are firmly tightened.

Install reflectorized washers on guardrail and anchorages. Install reflectorized washers according to this Specification and Plan details.

Repair damaged galvanized coating with Galvanizing Repair Compound.

Add the following to Subsection 617.04

**(d) Bridge Rail.** Install Bridge Rail in accordance to the plan details to attain a smooth continuous line that conforms to the line and grade of the bridge deck.

**(e) Pedestrian Rub Rail.** Install Pedestrian Rub Rail in accordance to the plan details to attain a smooth continuous line that conforms to the grade of the pedestrian path. Terminate the Pedestrian Rub Rail at a post.

**(f) Removal and Salvage of Guardrail.** Remove all guardrail to be salvaged without damaging the components, load, deliver, unload and stack the components as directed by the Project Engineer. Remove the guardrail, offset blocks, posts, and anchors and deliver to the site specified by the Project Engineer.

Posts that are set in concrete shall not be salvaged. Guardrail that is not to be salvaged will become the property of the Contractor. The Contractor shall remove and dispose of the material in accordance with Section 203.

Remove all posts set in concrete and remove the concrete. Fill the resulting holes with a suitable material that is compacted to the approximate density of the surrounding soil.

#### **617.05 Terminal Sections - Add the following to this subsection**

Guardrail Anchorages shall be any guardrail terminal, designed for use with "W" beam guardrail installations, which has been approved by the FHWA as meeting the requirements of the National

Cooperative Highway Research Report 350 that does not require the use of wooden posts or wooden offset blocks. Approach anchorages shall be NCHRP-350 Test Level 3 at locations where the speed limit is 45 mph or greater, NCHRP-350 Test Level 2 at locations where the speed limit is 35 mph or 40 mph, and NCHRP-350 Test Level 1 at locations where the speed limit is 30 mph or less. Where the anchorage is connected to "T" beam guardrail installations, a transition is required as shown in the Standard details.

Construct anchorages according to the manufacturer's requirements except for the grading which will be as shown in the Plans and as directed by the Project Engineer. Obtain copies of the manufacturer's details and installation instructions and provide copies of the same to the Project Engineer prior to the installation of the unit. Provide an FHWA letter of approval for NCHRP-350, Test Level 3, Test Level 2, or Test Level 1 compliance of terminals to be used as an Approach Anchorage.

Yellow and black nose striping, as shown on the Plans will be required on all Approach Anchorages.

### **Measurement**

#### **617.10 - Add the following to this Subsection:**

Guardrail of the type specified is measured in linear feet, including terminal sections and shoes when installed. Measurement does not include guardrail anchorage assembly. Guardrail anchorage assembly is measured by the number of each type installed according to the details shown on the Plans. If the contractor elects to use a flared guardrail anchorage that requires additional grading and/or vegetation removal, there will be no separate measurement for this work.

Guardrail Posts at the normal spacing of 6'-3" will not be measured separately. This includes posts of all lengths. Additional Guardrail Posts will only be measured separately by the Unit when shown in the Plans or Proposal as a separate Pay Item. Additional posts are measured by the number installed according to the details shown in the plans. Additional Posts include all lengths of posts.

Guardrail transition rail pieces and attachment shoes will be measured as linear feet of T-Beam guardrail.

Guardrail Removal and Salvage will be measured in linear feet. Guardrail Anchor removal will be measured as linear feet.

Incidental Items will not be measured separately. This includes but is not limited to removal of vegetation, offset blocks, hardware and galvanizing repair.

**\*\*\* END OF SECTION 617 \*\*\***

## Section 625. - TURF ESTABLISHMENT

### Description

**625.01** – The following is added to this subsection:

This work shall also include the spreading of conserved topsoil as per subsection 204.05 to areas where screened topsoil is required or as directed by the Engineer.

### Material

**625.02** – The following is added to this subsection:

**Seed.** Seed to be used shall be “Common Bermuda Grass” meeting the following composition:

<u>Min. Percent</u> <u>Pure Seed</u>	<u>Min. Percent</u> <u>Germination &amp; Hard Seed</u>	<u>Max. Percent</u> <u>Weed Seed</u>
98%	85%	2%

Seeds that are wet, moldy or damaged will be rejected. Field mix shall be done in the presence of the Engineer.

**Pesticides.** Pesticides shall be soil fumigant, herbicide, insecticide and fungicide approved by the EPA for the purpose of application for pre-emergence and post-emergence control of crab grass and weeds. Pesticides shall be delivered to the job site in the original, unopened containers with legible labels indicating EPA registration and the manufacturer’s registered uses.

**Fertilizers.** Fertilizers shall be nitrogen-phosphorous-potassium in a ratio of 16-7-12 plus 2 percent iron. It shall be composed of pills coated with plastic resin to provide continuous release of fertilizer for at least 6 months.

**Soil Conditioners.** Soil conditioners shall be non-toxic to plants and approved by the EPA.

**625.03 General.** – The following is added to this subsection:

Apply turf establishment to slopes and disturbed areas within the construction limits, as shown in the drawings. Turf establishments in areas outside of the construction limits shall be at no additional cost to the Government.

**625.04 Preparing Seedbed.** – The following is added to this subsection:

Place screened topsoil or conserved topsoil as indicated on the Plans prior to seeding.

**625.06 Fertilizing.** – The following is added to this subsection:

Rate of application is 400 lbs. per acre.

**625.07 Seeding.** – The following is added to this subsection:

Rate of application is 3 lbs. per 1000 sq. ft.

**625.08 Mulching.** – The following is added to this subsection:

Rate of application (wood cellulose) is 2000 lbs. per acre.

#### **Measurement**

**625.11** – The subsection is revised to read as follows:

The quantities of Turf Establishment as shown by the limits on the plans or as ordered by the Engineer shall be the number of square yards of land specifically designated for Turf Establishment, including topsoil, seeding, fertilizing, mulching and watering as required in this section.

Topsoil, seeding, fertilizing, mulching and watering will not be measured separately for payment but will be considered incidental to Turf Establishment.

Turf Establishment shall be measured by the square yard.

**\*\*\* END OF SECTION 625 \*\*\***

## **Section 633. - PERMANENT TRAFFIC CONTROL**

### **Material**

**633.02 - Add the following to retroreflective sheeting:**

Retroreflective sheeting materials shall conform to the applicable requirements of Subsection 718.01, and shall have Specific Intensity Per Unit Area (SIA) Type III Sheeting.

### **Measurement**

**633.09 - This subsection is revised as follows:**

Sign System shall be measured by each, including support, mounting hardware, footings, and other incidentals regardless of the size or number of sign panels or support required to complete the installation.

Sign System, Route Junction Advance Advisory Assembly and Sign System, Route Junction Directional Assembly shall be measured by each at each location, complete, in place.

**\* \* \* END OF SECTION 633 \* \* \***

## Section 634. – PERMANENT PAVEMENT MARKINGS

### Description

**634.01** – Add the following to this subsection:

Raised pavement markers are designated as follows:

- |             |   |
|-------------|---|
| Type "BB" — | Two-way "Blue" reflective markers       |
| Type "CR" — | "Clear & Red" reflective markers        |
| Type "YY" — | Two-way "Yellow" reflective markers     |
| Type "Y" —  | One-way "Yellow" reflective markers     |
| Type "AY" — | One-way "Yellow" non-reflective markers |

### Material

**634.02** - The following is added to this subsection:

- 1.) **Non-Reflective Raised Pavement Markers.** Non-reflective raised pavement markers shall be Class III, ceramic type, for use on rigid and flexible pavements. Class III pavement markers shall consist of heat-fired vitreous, ceramic base and heat-fired, opaque, glazed surface to produce the properties required. The glazed surface shall not be present on the bottom of the marker which will be cemented to the road surface. The markers shall be produced from any suitable combination of initially mixed clay, shales, talc flints, or other organic material which will meet the properties herein required. The markers shall be thoroughly and evenly matured and free from defects which will affect the appearance or serviceability.

The top surface of the markers shall be convex with depth of approximately 0.75 inch. The top and sides shall be smooth and free of mold marks, pits, indentations, air bubbles, and other imperfections.

- 2.) **Non-plowable, extended life, retroreflective Pavement Markers.** Retroreflective raised pavement markers shall be the non-plowable type and shall be nominal 4 inches by 4 inches or nominal 3.5 inches by 4 inches.

Retroreflective raised pavement markers shall be non-plowable prismatic reflector type consisting of a methyl methacrylate or suitably compounded acrylonitrile-butadiene-styrene (ABS) shell, filled with a mixture of inert thermosetting compound and filler material. The exterior surface of the shell shall be smooth and contain one or two retroreflective faces of the color specified.

Markers shall have retroreflective lens containing no voids or air space. Back of lens shall be metallized.

Shell of methyl methacrylate shall be molded in accordance with Federal Specification L-P-380C, Type I, Class 3. Mold shall provide mechanical interlock between thermosetting compound and shell. Thermosetting compound shall bond directly to backside of metallized lens surface.

Base of marker shall be flat (deviation from flat surface shall not exceed 0.05 inch), rough textured, and free from gloss or substances that may reduce its bond to adhesive. Presence of soft or resin-rich film on surface of base will be cause for rejection.

Unless otherwise specified, retroreflective markers shall conform to the following requirements when tested in accordance with California Test 669:

**(1) Retroreflectance**

<b>RETROREFLECTANCE TEST (AFTER STEEL WOOL ABRASION PROCEDURE)</b>			
<b>Incidence Angle</b>	<b>Specific Intensity</b>		
	<b>Clear</b>	<b>Yellow</b>	<b>Red</b>
0	3.0	1.5	0.75
20	1.2	0.60	0.30
After one-year field evaluation	0.30	0.15	0.08

**(2) Color.** Color of retroreflectors, when illuminated by white light from sealed-beam automobile headlight as defined by SAE Standard J578, shall be an accepted clear, yellow, red, or blue color, as designated. Off-color reflection shall constitute grounds for rejection. Daylight color of marker body shall be compatible with color of primary lens and shall be subject to acceptance by the Engineer. Off-color reflectors shall constitute grounds for rejection.

**(3) Adhesive Bond Strength** (to bottom surface of markers) shall be a minimum of 500 psi.

**(4) Strength** shall be 2,000 lb minimum.

**(5) Water Soak Resistance:** No delamination of the body or lens system of the marker nor loss of reflectance.

Failure of the marker's body or filler material before reaching 500 psi in the bond strength test shall also constitute a failing Adhesive Bond Strength Test.

Deformation of the marker of more than 0.125 inch at a load of less than 2000 lb or delamination of the shell and the filler material of more than 0.125 inch regardless of the load required to break the marker shall be cause for rejection of the marker.

The following materials are prequalified for use on this project:

**PAVEMENT MARKERS, PERMANENT TYPE.**

**Retroreflective with Abrasion Resistance Surface (ARS)**

1. Apex, Model 921AR (4" x 4")
2. Ennis Paint, Models C88 (4" x 4"), 911 (4" x 4"), and C80FH

3. Ray-O-Lite, Models "AA" ARS (4' x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")

Furnish Certificate of Compliance executed by the manufacturers of the markers attesting that they conform to these specifications.

### **Construction Requirements**

**634.03 General.** – This subsection is revised as follows:

Add the following to the fifth paragraph of this subsection:

Arrows, letters, stop lines and other pre-cut symbols shall be as shown on the drawings or as directed by the Project Engineer.

Delete the sixth paragraph of this subsection and substitute the following:

Stripes shall be four (4) inches wide unless otherwise shown on the drawings. Broken line segments (dashed or skip traffic type) shall be as shown on the drawings or as directed by the Project Engineer.

### **Measurement**

**634.13** – Revise the second paragraph of this subsection to read as follows:

Pavement markings for lines will be measured by the linear foot along the centerline of the marking regardless of color. Broken, dashed or dotted pavement lines will be measured from end to end of the line excluding gaps. Pavement markings for symbols and raised pavement markers will be measured per each.

**\* \* \* END OF SECTION 634 \* \* \***

## **Section 635. – TEMPORARY TRAFFIC CONTROL**

### **Construction Requirements**

#### **635.05 Barricades.** - Add the following to this subsection:

Type I, II, and III Barricades shall have alternating white and fluorescent orange stripes sloping downward at 45 degrees toward the side on which traffic will pass. Barricade stripes shall be 6 inches in width on barricade rails 36 inches or greater and 4 inches in width on barricade rails less than 36 inches. Type I and II barricades shall be striped on both sides. Type III barricades shall be striped on both sides where traffic approaches from either direction.

#### **635.06 Cones and Tubular Markers.** - Add the following to this subsection:

Cones shall be orange and constructed of a durable material able to withstand abuse by vehicular traffic. The cones shall be 28 inches high with a minimum weight of 7 pounds, with a minimum of 60 percent of the total weight in the base. Reflectorized cones shall have two white stripes. The dominant color of cones shall be fluorescent orange. All cones shall be kept clean and bright for maximum visibility. The use of cones for lane closures or traffic control during hours of darkness will not be permitted, except in extreme emergency conditions.

#### **635.07 Construction Signs.** - Add the following to this subsection:

All signs must meet the approval of the Project Engineer. The design features of the signs including such items as shape, color, corner radius, border width, letter size, legend placement and symbol dimensions shall be in accordance with the MUTCD and Standard Plans and with the publications entitled "Standard Highway Signs" and "Standard Alphabets for Highway Signs" published by the Federal Highway Administration. All diamond-shaped construction warning signs shall be fluorescent orange in color. Sign faces shall consist of retroreflective sheeting. The retroreflective sheeting shall consist of plastic micro-prismatic elements covered with a transparent plastic film having a smooth, sealed surface. The sheeting shall be weather resistant.

#### **635.08 Drums.** - Add the following to this subsection:

Drums shall be 18" minimum diameter, 36" high and shall be non-metallic with closed ends. Drums may be slightly conical in shape and may have one or more flat surfaces to minimize rolling when hit. Drums shall be weighted in a manner approved by the manufacturer so they are not moved by wind or traffic. Drums shall have alternating white and fluorescent orange horizontal, circumferential stripes, 4 inches to 8 inches in width. There shall be at least two fluorescent orange and at least two white stripes on each drum. If non-reflective spaces are left between the orange and white stripes, they shall be no more than 2 inches in width. All non-reflectorized portions of the drums shall be orange.

#### **635.15 Warning Lights.** - Add the following to this subsection:

Warning lights shall be the flashing type, low intensity enclosed lights emitting a yellow color visible for 1,500 feet under normal atmospheric conditions. Each light shall have a separate, concealed manual switch that can be activated externally by a special key. The head shall be capable of rotation up to 180 degrees about its vertical axis. The lens shall be 7 inches in diameter and shall be amber in color, in accordance with the requirements of the MUTCD.

**Measurement**

**635.26** - Revise this subsection to read as follows:

Measure the Section 635 items listed in the bid schedule according to Subsection 109.02 and the following.

Measure temporary traffic control items only one time even if relocated or replaced.

Temporary traffic control and temporary traffic control, traffic and safety supervisor shall be measured for payment on a lump sum basis. The lump sum amount shall include all materials, labor and work necessary to provide the temporary traffic control in accordance with these Special Contract Requirements, Section 635 of the Standard Specifications, the Standard Plans, and the MUTCD.

**Payment**

**635.27** - Add the following to this Subsection:

Payment for lump sum items will be prorated based on the total work completed.

**\* \* \* END OF SECTION 635 \* \* \***

## Section 636. – SIGNAL, LIGHTING, AND ELECTRICAL SYSTEMS

### Description

#### 636.01 - Revise this Subsection to read as follows:

This work consists of installing, modifying, or removing concrete poles with primary lines (13.8 kV and 34.5 kV), highway lighting, television lines, communication conduits, and electrical systems or provisions for future systems. This work also includes modifications of existing transmission and communication lines as shown on the plans and as described below:

- (a) Furnish and install new concrete poles with complete accessories. Coordinate work with GPA and request for the latest complete specifications (GPA specifications indicated are for reference only).
- (b) Furnish and install new handholes, manholes, conduits and cables.
- (c) Furnish and install incidental parts not shown or specified that are necessary to complete modification of the electrical transmission and communication system.
- (d) The location of transmission, communication lines, and poles as shown on the plans is approximate. Actual location of the transmission, communication lines, and poles shall be coordinated with existing field conditions.

### Material

#### 636.02 - Add the following to this subsection:

Electrical Material	721.01
Poles	721.02 (a)
Pole Arms	721.02 (b)

### Construction Requirements

#### 636.03 Regulations and Codes - Add the following to this subsection:

Notify DPW, local traffic enforcement agency, and local utility company 7 days before any operational shutdown to coordinate connections or disconnections to existing utility or system.

(a) **Submittals.** After approval of materials and equipment called for under section 636.02, furnish the following:

- (1) A complete list of parts and components with current unit prices and source of supply.
- (2) A list of parts and components that are furnished with the purchase of the equipment

#### 636.04 General. - Revise the third paragraph to read as follows:

The Project Engineer will establish the exact locations of the systems.

#### Add the following to this Subsection:

Transmission and Communication Lines installation shall meet the following requirements:

- (1) Installation of concrete poles shall be coordinated with the Guam Power Authority (GPA). All mountings shall be capable of withstanding the sustained windload required by GPA.
- (2) Television and telephone services shall be coordinated with respective service providers.
- (3) Provide pull cords to all communication conduits, size of pull cord shall be as required by the service provider.

**636.05 Conduit - Add the following to this Subsection:**

Use conduit chairs made of concrete or other material made of non-metallic or non-decaying material.

Test completed conduit runs with a bullet shaped mandrel having 1/2 inch less than inside diameter of the PVC being tested and passing throughout the length of conduit run. Scratches on the mandrel deeper than 1/32 inch is an indication of presence of burrs and/or obstructions in the conduit run. Remove burrs and/or obstructions and perform the test again until satisfactory result is obtained.

Before commencing wiring operations, check all conduit runs to ensure they are clear, clean, and dry. Use approved type of lubricant in placing and pulling conductors inside the conduits.

Make sure all ends of conductors and cables are taped to protect from moisture and to remain taped until necessary splices are made or connected to corresponding terminals. Keep spare conductors sealed.

Mechanically and electrically secure metal parts to form a continuous system and effectively grounded.

Use No.8 AWG copper wire for bonding and grounding.

Test each separate circuit from short circuits and grounds to a minimum insulating resistance between conductors and ground of 1,000,000 ohms when tested by Megger.

Submit field test results upon completion of the work. Final acceptance of the system will be based on the approved submittal of the Manufacturer's Certification that all parts (controllers, detectors, standards, etc.) are meeting the requirements of these specifications.

**636.06 Installation of Signal and Lighting Systems. - Revise this subsection to read as follows:**

Relocate streetlight to power poles as indicated.

**636.07 Loop Installation.** - Delete entire paragraph, subsection is not applicable to this project:

**\*\*\* END OF SECTION 636 \*\*\***

## Section 637. - FACILITIES AND SERVICES

### Description

**637.01** Amend this section to read as follows:

This work also consists of furnishing a computer meeting the minimum requirements or beyond as stated below. The computer set shall be used by the engineer on the project and will be turned over to the Department of Public Works upon completion of the project.

### Construction Requirements

**637.03(a) Field Office.** This sub-section is amended as follows:

Furnish and maintain a field office according to Tables 637-1. The contractor shall also provide telephone for local services and High Speed Internet with both Ethernet and Wireless Connections.

The proposed site for the field office will be within 1 mile of the project limits. The site shall be coordinated with and approved by the Project Engineer.

**TABLE 637-1**  
**MINIMUM REQUIREMENTS FOR FIELD OFFICE FACILITIES**

FIELD OFFICE	REQUIREMENT
Floor Space	40 foot insulated high cube container with 7 ft. min. ceiling height
Door	Locking Outside Door with dead bolt and keys
Entrance	A landing of minimum 3 feet x 3 feet dimension shall be provided at each doorway with integral slip-proof steps and railings.
Windows	Provide a minimum of 2 with dead bolt locks.
Minimum window area	32 square feet
Rooms	Provide 2 rooms with a minimum area of 96 square feet each
Shelves	Provide four 12" deep shelves 6 feet long, or equivalent
Parking	Parking for 3 vehicles on gravel surface
Portable rest room	Provide 2 potable toilets meeting Federal and local health department requirements
Air Conditioning	Maintain temperature of 72 ± Degree F.
Drinking Water	Provide one electric water cooler dispenser and water.
Electrical	Provide adequate electrical supply and surge protectors in accordance with local codes
Potable Water	Provide adequate supply
Security	Provide 6 foot high chain link fence and gate around building

In addition, the following equipment and furniture meeting the approval of the Project engineer shall be furnished:

- (1) Two desks with minimum working surface 60 in. x 30 in. and two non-folding chairs with upholstered seat and back.
- (2) One file cabinet, letter size, four drawer.
- (3) One four post drafting table with minimum top size of 37 ½ in. x 48 in. The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (4) One equipment cabinet of minimum inside dimension of 44 in. high x 24 in. wide x 30 in. deep with lock. The walls shall be of steel with a 3/32 in. a minimum thickness with concealed hinges and enclosed lock constructed to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office to prevent theft of the entire cabinet.
- (5) Plan holder (D size plan), hanging type with minimum 4 plan capacity with 4 plan carrier hangers
- (6) One telephone, with touch tone, and a digital telephone answering machine, for exclusive use by the Project Engineer. Two additional separate telephone lines without telephones, shall be provided for the exclusive use of the Project Engineer.
- (7) One electric desk type calculator and one adding machine with tape or one tape printing calculator.
- (8) One fax machine with paper.
- (9) One first-aid cabinet.
- (10) One fire extinguisher
- (11) One Computer system with the following specifications:

**Hardware.**

Intel® Pentium® Dual-Core processor i5-2400. System board will include onboard Integrated 5.1 Channel Audio, 10/100/1000 Ethernet LAN, Bluetooth, and wireless LAN (802.11b/g/n)

PC Memory 8GB DDR3 1333MHz	Single Drive: DVD±RW/CD-RW
640GB 7200RPM SATA hard drive	1GB PCI-e DISCRETE VIDEO
POWER SUPPLY (22A min. +12V)	22" LCD MONITOR
4 USB PORTS	WHEEL MOUSE
KEYBOARD	STEREO SPEAKERS

**Software.**

Operating System: Windows 7

Program: Microsoft Office Basic

Norton Internet Security™ (up to 3 year subscription)

NOTE: (All software disks must be provided.)

**Measurement**

**637.05** - This subsection is modified as follows:

Measure field office by the Lump Sum including computer system, hardware and software, portable communication system and other items and/or equipment as specified under Subsection 637.03(a).

**\*\*\* END OF SECTION 637 \*\*\***

## **Section 701. - CEMENT**

**701.01 Hydraulic Cement.** – Revise Item (a) of this subsection as follows:

- (a) **Portland Cement.** Portland Cement conforming to the requirements of AASHTO M 85, Type I, II, or V. Cement conforming to JIS (Japanese Industrial Standards) R 5210 may be substituted for AASHTO M85, Type I or II.

The following is added to this subsection:

All cement stored in Guam for sixty (60) days or longer shall be tested. Test results shall be submitted to the Owner for approval before its use. Cement reclaimed from cleaning bags, leaking containers, or that has been exposed or damaged during shipping shall not be used. Cement may be accepted based on the Manufacturer's Certification stating compliance with AASHTO M 85 from the time the project is advertised.

**701.02 Masonry and Mortar Cement.** – Revise Item (a) of this subsection as follows:

- (a) **Masonry Cement.** Cement shall be Portland Cement Type conforming to ASSHTO M85, Type I II, or V. Portland Cement conforming to JIS (Japanese Industrial Standards) R 5210 may be substituted for AASHTO M85, Type I or II.

The following is added to this subsection:

All cement stored in Guam for sixty (60) days or longer shall be tested. Test results shall be submitted to the Owner for approval before its use. Cement reclaimed from cleaning bags, leaking containers, or that has been exposed or damaged during shipping shall not be used. Cement may be accepted based on the Manufacturer's Certification stating compliance with AASHTO M 85 from the time the project is advertised.

**\*\*\* END OF SECTION 701 \*\*\***

**Section 702. – ASPHALT MATERIAL**

**702.01 Asphalt Binder.** - Add the following sentence:

The asphalt binder for both the top course and base courses shall be AR 8000 unless otherwise approved by the Project Engineer.

**\* \* \* END OF SECTION 702 \* \* \***

## Section 703. - AGGREGATE

### 703.01 Fine Aggregate for Concrete. - Revise the first sentence to read:

Furnish sand conforming to AASHTO M 6, class B. except as amended or supplemented by the following:

Add the following sentence at the bottom of the section:

Testing requirements for alkali silica reactivity are provided in 703.02.

### 703.02 Coarse Aggregate for Concrete. - Add the following requirements at the bottom of the section:

#### **Fine and Coarse Aggregate for Concrete testing for alkali silica reactivity.**

The following testing will be conducted on the aggregates and the results provided with the concrete mix design. Testing of all aggregates will be done on an annual basis.

Alkali reactivity of aggregates (Mortar bar method), ASTM C 1260 0.10% max.

Aggregates tested by ASTM C 1260, which exhibit mortar bar expansions less than 0.10 % at 16 days after casting, are considered innocuous and may be used.

Aggregates tested by ASTM C 1260 which exhibit mortar bar expansions between 0.10 and 0.20 % at 16 days after casting may be used if acceptable supplemental information is submitted which confirms that mortar bar expansions are not caused by alkali-silica reactions. Acceptable supplemental information includes:

- A report of petrographic examination of the aggregate by ASTM C 295 performed within one year from the time of submittal which contains quantifiable data and conclusions verifying that the aggregate is not potentially deleteriously reactive with cement

*or*

- A report of petrographic examination of the ASTM C 1260 mortar bar samples by ASTM C 856 which contains quantifiable data and conclusions verifying that the aggregate is not potentially deleteriously reactive with cement and that the mortar bar reaction products are not due to alkali-silica reaction.

Aggregates tested by ASTM C 1260 which exhibit mortar bar expansions more than 0.20 % at 16 days after casting *or* aggregates exhibiting expansions between 0.10 and 0.20 % at 16 days after casting that have been found to be potentially deleteriously reactive by acceptable supplemental information may be used if additional supplemental information is submitted which confirms that effective mitigation measures utilizing supplementary cementitious materials have been used in the concrete mix design. Acceptable supplemental information includes:

- Data and test results by ASTM C 1567 which confirm that concrete mix design combinations of cement, fly ash, silica fume and/or ground iron blast furnace slag exhibit expansions less than 0.10 % at 16 days after casting. Lithium compounds shall not be used.

Testing of the reactivity of aggregates by ASTM C 1293 may be substituted for ASTM C 1260. In such a case, the average concrete prism expansion must be less than 0.04 % at one year. Aggregates exhibiting mortar bar expansions more than 0.04 % at one year may be used if additional supplemental information is submitted which confirms that effective mitigation measures utilizing supplementary cementitious materials have been used in the concrete mix design. Acceptable supplemental information includes:

- Data and test results by ASTM C 1567 which confirm that concrete mix design combinations of

cement, fly ash, silica fume and/or ground iron blast furnace slag exhibit expansions less than 0.10 % at 16 days after casting. Lithium compounds shall not be used.

**703.07 Hot Asphalt Concrete Pavement Aggregate.** - Add the following sentence to the start of the Subsection:

The aggregate sources to be used must be approved by the Project Engineer.

**703.08 Open-Graded Asphalt Friction Course Aggregate.** - Delete this Subsection in total:

**703.17 Superpave Asphalt Concrete Pavement Aggregate.** - Delete this Subsection in total:

**Table 703-10** - Delete

**Table 703-11** - Delete

**Table 703-12** - Delete

**Table 703-13** - Delete

**Table 703-14** - Delete

**703.19 Recycled Asphalt Pavement.** - Delete the text and substitute the following:

Furnish recycled asphalt pavement that is processed in some form (by crushing and screening) to produce a well graded gradation and asphalt content. Process recycled asphalt pavement so that no particle in the mixture made with recycled asphalt pavement will exceed the mixture maximum aggregate size at the time of production. Size and grade the material so that it can be blended with aggregates to meet gradation requirements of the mix design, Millings will be considered processed provided they have a uniform gradation and asphalt content. Provide recycled asphalt pavement material with a maximum of 2 percent deleterious materials.

**\* \* \* END OF SECTION 703 \* \* \***

**Section 709. - REINFORCING STEEL AND WIRE ROPE**

**709.01(b) Reinforcing Bars.** Delete this Subsection and substitute the following:

Reinforcing steel shall have minimum yield strength of 60,000 psi and shall conform to AASHTO M 31, M284 and M317. See Section 554, Reinforcing Steel.

**\* \* \* END OF SECTION 709 \* \* \***

## Section 710. – FENCE AND GUARDRAIL

### 710.06 Metal Beam Rail. - Add the following to the end of Subsection 710.06 (a)

The rail shall be coated with zinc after fabrication in accordance with ASTM A 653. Unless otherwise indicated in the contract documents, punching, drilling, and cutting will not be allowed after application of zinc coating. Edges, bolt holes, and surfaces shall be free of torn metal, burrs, sharp edges, and protrusions.

### 710.09 Guardrail Posts. - Delete this Subsection in its entirety and replace with the following:

Furnish steel guardrail posts conforming to AASHTO M 270 that are zinc coated after fabrication in accordance with AASHTO M 111, unless otherwise indicated in the contract documents

Do not use wooden guardrail posts.

### 710.10 Guardrail Hardware. - Delete this Subsection in its entirety and replace with the following

(a) Furnish metal fittings, bolts, nuts, washers, and accessories that conform to AASHTO M 180 and are zinc coated after fabrication in accordance with AASHTO M 232, Class C, unless otherwise indicated in the contract documents,

For angles, channels, wide flanges, and plates not contained in the above standard, conform to ASTM A 36. For structural tubing for short steel posts, conform to ASTM A 500 or ASTM A 513, grade 1008. Galvanize soil plates and structural tubing according to AASHTO M 111. Do not punch, drill, cut, or weld the metal after galvanizing.

(b) **Splices and End Connections.** Splices and end connections shall develop full design strength of rail elements. End sections and terminal connectors shall conform to AASHTO M 180, Class B, Type II

(c) **End Anchor Rods and Accessories.** End anchor rods and accessories shall be of such size and strength to develop the full design strength of the rail elements.

(d) **Bolts and nuts.** Standard bolts and nuts shall conform to ASTM A 307 and AASHTO M 291, Grade A, respectively, or better. High strength bolts shall conform to AASHTO M 164 or ASTM A 449.

(e) **Retroreflective Markers** Manufacture reflector tabs from 0.15-inch aluminum sheets. Use an adhesive that resists peeling with a force of 5 pounds per inch of width. Use mildew-resistant adhesive that has no staining effect on retroreflective sheeting.

(f) **Retroreflective Sheeting.** Conform to ASTM D 4956 Supplemental Requirement S1, Fungus Resistance, if specified. For reboundable retroreflective sheeting, conform to ASTM D 4956 including Supplemental Requirement S2, Reboundable Sheeting Requirements.

When an adhesive is used, use ASTM D 4956, backing class 1, 2, or 3

Add the following Subsection:

**710.12 Composite Offset Blocks.** Provide composite offset brackets (spacer blocks) that conform to the following:

(a) Contain minimum 70 percent, by weight, of recycled plastic.

(b) Be uniform in composition throughout product.

(c) Be free of burns, discoloration, contamination, and other objectionable marks or defects that would affect appearance or serviceability.

- (d) Have minimum service life of 35 years and contain chemicals, including fillers and colorants, designed to inhibit ultraviolet degradation, biological or biochemical decomposition, or both, insect infestation, and burning.
- (e) When tested in accordance with ASTM D 1603, contain at least 2.5 percent and not more than 3.5 percent carbon black.
- (f) When tested in accordance with ASTM D 570, exhibit water absorption not more than 0.03 percent.
- (g) Include branded information on each block, including manufacturer's name and date that block was manufactured.

Provide one of the following offset blocks or equal if approved by the CO.

Bryson Products, Inc. 800-482-4559 [www.guardrails.com](http://www.guardrails.com) Product: Re-Block

Mondo Polymer Technologies, Inc. [www.mondopolymer.com](http://www.mondopolymer.com) Product: Mondo Block

Trinity Highway Products [www.highwayguardrail.com](http://www.highwayguardrail.com) Product : King Block

**\*\*\* END OF SECTION 710 \*\*\***

**Section 712. - JOINT MATERIAL**

**712.01 Joint Fillers and Sealeants.** Delete this subsection and substitute the following:

Joint sealing material poured in place shall conform to AASHTO M 213-81 for bituminous types and AASHTO M 153-70 for rubber types.

**712.07 Rubber (Elastomeric) Water Stops.** Delete this subsection and substitute the following:

Elastomeric Water Stops shall be natural rubber, synthetic rubber neoprene, polyvinyl or similar materials and shall be resistant to chemical action with cement and/or admixtures. They shall show no effect when immersed for ten (10) days in a 10 percent solution of sulfuric or hydrochloric acids saturated lime solution or salt water. They shall be dense, homogeneous, and free from porosity and other imperfections.

**\* \* \* END OF SECTION 712 \* \* \***

**Section 713. – ROADSIDE IMPROVEMENT MATERIAL**

**713.16 Silt Fence.** Delete this subsection and substitute the following:

Goertextile fabric shall conform to the standards or properties noted in the drawings.

**\*\*\* END OF SECTION 713 \*\*\***

**Section 718. – TRAFFIC SIGNING AND MARKING MATERIAL**

**718.08 Sign Posts.**

b) STEEL POSTS - The following is added to this item:

Size and shape of steel post to be used in permanent sign shall be as indicated on the drawings.

**718.21 Temporary Pavement Markings. - Add the following to this Subsection:**

c) Flexible Plastic Body. Consist of plastic body with prismatic retro-reflective sheeting bonded to one or two vertical surfaces to reflect incident from single or opposite directions, 4 inch wide by 2 inch high by 1 inch deep, and white or yellow depending on its purpose. Adhesive laminated to the bottom surface of the body of the marker to provide bonding to the pavement.

**\* \* \* END OF SECTION 718 \* \* \***

## Section 721. - ELECTRICAL AND ILLUMINATION MATERIAL

### 721.01 Electrical Material.

(a) **Conduit.** Revise Item (1), (2), and (4) to read as follows:

(1) **Nonmetallic conduit and duct couplings, elbows, bends, and nipples.** For underground use with or without concrete encasement, furnish rigid PVC, heavy wall conduit conforming to UL 651. For solvent cement to join conduit, conform to ASTM D 2564.

(2) **Metallic conduit and duct, coupling, elbows, bends and nipples.** Furnish aluminum conduit conforming to NEMA C80.5, UL6A. Furnish required UL Listed fittings. All straps/clamps shall be aluminum with stainless steel nut and bolts.

(4) **Conduit bodies, boxes and fittings.** Furnish watertight or aluminum conforming to UL Listing.

Delete 721.01 (d), (e), (g), (h), (i), (j), & (k)

Revise Subsection 721.01 (f) to 721.01 (d) to read as follows:

(d) **Grounding and Bonding Equipment.** Furnish 5/8 inch diameter by 8 feet long copper clad steel ground rods, ground clamps, grounding and bonding bushings, and lock nuts conforming to UL 467.

Add subsection 721.01 (e) as follows:

(e) **Transmission/Distribution Lines.** Materials (concrete poles, conductors, insulators, connectors and other accessories) shall be coordinated and conform to GPA specifications. See attached supplemental GPA specifications.

Add subsection 721.01 (f) as follows:

(f) **Telephone and Television Materials.** Shall be coordinated with and conform to service provider's specifications and requirements.

### 721.02 Lighting Material.

Delete 721.02 (a), (c), (d), & (e)

Revise 721.02 (f) to 721.02 (a) to read as follows:

(a) **Luminaires.** Operate luminaires on a multi-volt circuit.

Revise Item (1) to read as follows:

(1) **Street light (fixture mounted on powerline pole).** To be relocated as indicated on plan.

\* \* \* END SECTION 721 \* \* \*

**Section 725. - MISCELLANEOUS MATERIAL**

**725.12 Frames, Grates, Covers, and Ladder Rungs.** - The following is added to this subsection:

All new frames, grates, covers, and ladder rung shall be hot dipped galvanized conforming to AASHTO M 11.

**725.21 Epoxy Resin Adhesive.** – Add the following to this subsection:

A. Epoxy Binder - Shall be Type I conforming to Federal Specifications MM B 350.

The following is added to this Section:

**725.30 Other Embedded Items.** – (Added to FP-03) - Unless otherwise noted, sleeves, inserts, anchors, and other embedded ferrous material in concrete that are exposed to weather shall be hot dipped galvanized after fabrication conforming to AASHTO M 111 or AASHTO M 232.

**\* \* \* END OF SECTION 725 \* \* \***

**BILE / PIGUA BRIDGE**  
**REPLACEMENT (CONSTRUCTION PHASE)**  
**GU-NH-NBIS(007)**

**SUPPLEMENTAL GUAM POWER AUTHORITY**  
**SPECIFICATIONS**



GUAM POWER AUTHORITY  
AGANA, GUAM

SPECIFICATION No. E-008

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PREPARED BY INFORMATION SYSTEMS DEPARTMENT

GUAM POWER AUTHORITY  
P.O. Box 2977  
AGANA, GUAM 96910

TRANSMISSION & DISTRIBUTION SPECIFICATION

SPECIFICATION No. E-008

FOR

INSULATORS; SUSPENSION,

VERTICAL TYPE, AND POST

TYPE, SPOOL, AND GUY-

STRAIN

 GUAM POWER AUTHORITY AGANA, GUAM	Specification No. <u>E-008</u>	PAGE <u>1</u> OF <u>9</u>
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INSULATORS; SUSPENSION,  
PIN TYPE, AND POST TYPE  
SPOOL, AND GUY-STRAIN

TABLE OF CONTENTS

- 1.0 Scope
- 2.0 Deviation
- 3.0 Insulator Material
- 4.0 Glaze
- 5.0 Sand Band
- 6.0 Resilient Compound
- 7.0 Tests
- 8.0 Deadend Insulator
- 9.0 Vertical Line Insulator, 15 KV
- 10.0 Post Type Insulator
- 11.0 Spool Type Insulator
- 12.0 Guy-Strain Insulator

EFFECTIVE DATE: <u>4/5/84</u>	ISSUED: <u>[Signature]</u>	APPROVED: <u>[Signature]</u>
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1.0 SCOPE:  
To describe the design and technical features for porcelain type insulators.

2.0 DEVIATION:

2.1 Deviations from this specification or changes in the material or design after the purchase order has been placed must be approved by the GPA Engineering Department and acknowledged by an appendix to the specification which shall be issued by a Purchase Order Change Notice.

2.2 Units received with deviations or non-conformances which are not acknowledged as specified in subparagraph 2.1 are subject to rejection. The Supplier of units rejected in this paragraph is responsible for any corrective action including but not limited to materials, labor and transportation necessary to dispose of, or make the units conform to the specification.

2.3 Notification of defective units discovered before or after installation that are believed to be inherent to manufacturing problems or workmanship shall be made and forwarded to the Supplier. The description of the item, documentation of the problem and the described information, disposition and/or follow-up (as appropriate) that GPA expects from the Supplier will be specified. The Supplier's response shall be made within thirty (30) days unless an extension is acknowledged and approved in writing by the GPA Manager of Engineering

3.0 INSULATOR MATERIAL:

The insulators shall be made of good commercial grade wet process porcelain. The porcelain shall be uniform, high density with high dielectric and mechanical strength properties.

EFFECTIVE DATE: 4/15/89 | ISSUED:                      | APPROVED: M. Delgado

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4.0 GLAZE:

The entire surface that will be exposed after assembly shall be glazed and free from imperfections. The standard color of the glaze shall be brown. The glaze shall be in compression form to substantially increase the strength of the insulator body, resist adherence of contaminating substances, and facilitate washing action of rain.

5.0 SAND BAND:

The sand band grip shall be bonded to the porcelain by glaze to provide a rough surface for permanently attaching the hardware and distributing load evenly through the porcelain from one part to the other. This high strength, compression sand shall be manufactured to match the characteristics of the porcelain body.

6.0 RESILIENT COMPOUND:

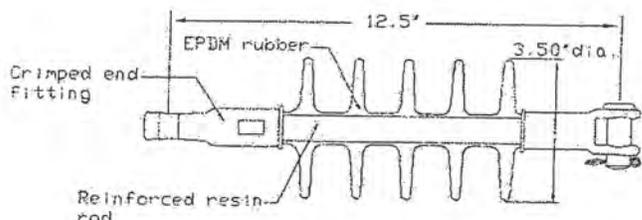
A resilient compound shall be applied between different components to serve as an elastic cushion to compensate for the different thermal coefficients.

7.0 TESTS:

The porcelain shall receive a severe electrical test before assembly to assure the soundness and a final electrical and mechanical test on the completely assembled unit before shipment.

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DEADEND INSULATOR

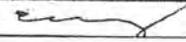
INDEX NO. SSOIG776

8 0. DEADEND INSULATOR

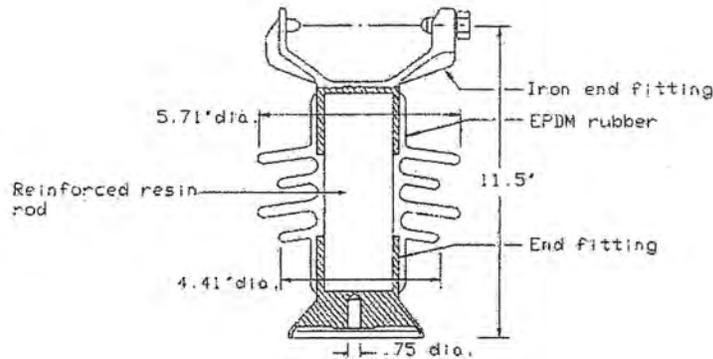
1. The insulator shall be made with polymer EPDM.
2. The end fittings shall be made of forged steel hot dip galvanized for rugged dependability and strength.
3. The chemical bond between rod and weathersheds shall be developed under heat and pressure to give superior dielectric integrity.
4. The insulator shall have a solid 5/8 inch epoxy fiberglass rod with a 100,000 psi tensile strength.
5. The surface area shall be of controlled weathering to produce a self-cleaning action to reduce surface contamination and avoid tracking.

TECHNICAL FEATURES

1. Kv Rating Phase To Phase	15	6. 60 Hz Flashover Wet-Kv	65
2. Ultimate Tensile Strength Lbs.	15,000	7. Impulse Flashover Pos.-Kv	140
3. Maximum Design Load Lbs.	7500	8. Impulse Flashover Neg.-Kv	170
4. Leakage Distance-Ins.	16.5		
5. 60 Hz Flashover Dry-Kv	90		

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VERTICAL LINE POST

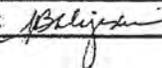
INDEX NO. SSD10783

9.0. VERTICAL LINE POST INSULATOR

1. The insulator shall be made of non-tracking EPDM rubber applied by injection molding.
2. The end fittings shall be made of cast iron and hot dip galvanized for corrosion protection. The fittings shall be joined to the rod by compression process. The pole end fitting shall be for direct mounting. The conductor end fittings shall be of the clamp-top type.
3. The rod shall be of fiberglass reinforced resin.

TECHNICAL FEATURES

1. Maximum Design Cantilever, Lbs.	1200	8. Low Frequency Flashover Dry, Kv	100
2. Maximum Design Tension, Lbs.	2500	9. Low Frequency Flashover Wet, Kv	55
3. Leakage Distance, Ins.	16.1	10. Critical Impulse Flashover Positive, Kv	180
4. Dry Arcing Distance, Ins.	8.3	11. Critical Impulse Flashover Negative, Kv	215
5. Number Of Sheds	4		
6. Low Frequency Test Volt, Kv.	10		
7. Maximum Riv. At 1000 Hz Uv Less Than	50		

EFFECTIVE DATE: <u>11/21/91</u>	ISSUED: 	APPROVED: 
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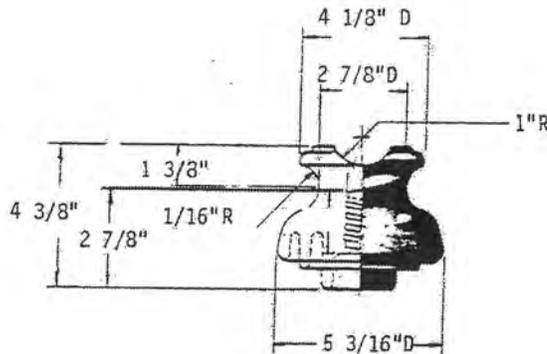
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PIN TYPE INSULATOR

INDEX NO. NS010705

10.0 PIN TYPE INSULATOR FOR NEUTRAL:

1. Thimble shall be made of zinc and made to be sure-fit for high voltage application.
2. A cork washer shall be installed to serve as a buffer between the top of the thimble and pin, and as a protection from shock for the porcelain.
3. The groove for the wire shall be symmetrically-rounded to prevent conductor abrasion and concentration of mechanical load.
4. Ample space shall be provided for ease in applying tie wires.

TECHNICAL FEATURES

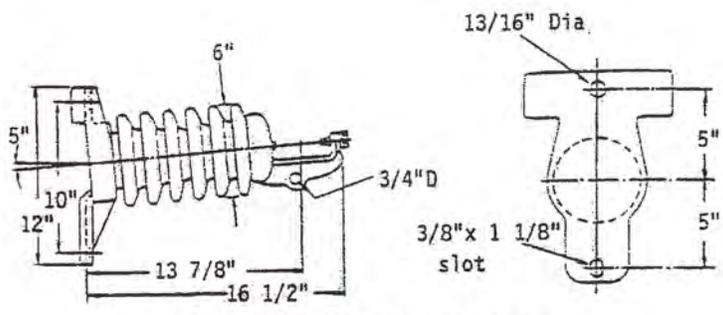
1. Porcelain Thread Size-Inches	1 3/8	9. Low-Frequency Test Voltage	10
2. Minimum Pin Height-Inches	5	RMS to Ground-KV	
3. Cantilever Strength-Lbs	2,500	10. Max. RIV Microvolts at 1000	5,500
4. Low-Frequency Flashover, Dry-KV	70	KC, Plain	
5. Low-Frequency Flashover, Wet-KV	40	11. Max. RIV Microvolts at 1000	50
6. Impulse Flashover, Positive-KV	110	KC, Radio-Free	
7. Impulse Flashover, Negative-KV	140	12. Leakage Distance-Inches	9
8. Low-Frequency Puncture Voltage-KV	95	13. Dry Arcing Distance-Inches	5

EFFECTIVE DATE: 4/5/34

ISSUED: scm

APPROVED: [Signature]

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LINE POST INSULATOR CLAMP TOP

INDEX NO. SS010715

11.0 POST TYPE INSULATOR:

1. The metal parts, except for the cotter pins, shall be made of good commercial grade of malleable iron, or open hearth, or electric furnace steel, galvanized in accordance with ASTM Specifications for Zinc Coating (Hot Dip) on Iron and Steel Hardware, Publication No. A153-49, or latest revision thereof. Cotter pins shall be made of a suitable corrosion resistant and tempered material.
2. Caps shall be of corrosion resistant and heavy duty galvanized malleable material.

TECHNICAL FEATURES

<u>DIMENSIONS</u>	
Leakage Distance, Inches	22
Dry Arcing Distance, Inches	9.5
<u>MECHANICAL VALUES (ULTIMATE)</u>	
Cantilever Strength, Pounds	2800
Tension Strength, Pounds	5000
<u>ELECTRICAL VALUES</u>	
Usual Line Voltage, KV	35
Low Frequency Dry Flashover, KV	110
Low Frequency Wet Flashover, KV	100
Impulse Flashover-Positive, KV	180
Impulse Flashover-Negative, KV	205
<u>RADIO INFLUENCE VOLTAGE DATA</u>	
Test Voltage-RMS to Ground, KV	22
Maximum RIV-Microvolts at 1000 KV	100

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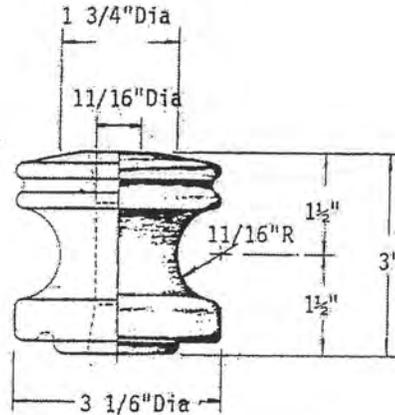
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SPOOL INSULATOR

INDEX NO. SS010745

12.0 SPOOL TYPE INSULATOR

1. Insulators shall fit standard secondary racks, insulated clevis, insulator fork and bracket bolts commonly used for distribution service.
2. Insulators shall be symmetrical for even load distribution, and have rounded, heavy sections to protect against breakage.
3. Insulators shall have tapered ends and holes to safe guard against mechanical failure.

TECHNICAL FEATURES

1. Ultimate Strength, Lbs . . . . .	3,000
2. Low-Frequency Flashover, Dry-KV . . . . .	20
3. Low-Frequency Flashover, Vertical Wet-KV . . . . .	10
4. Low-Frequency Flashover, Horizontal Wet-KV . . . . .	12



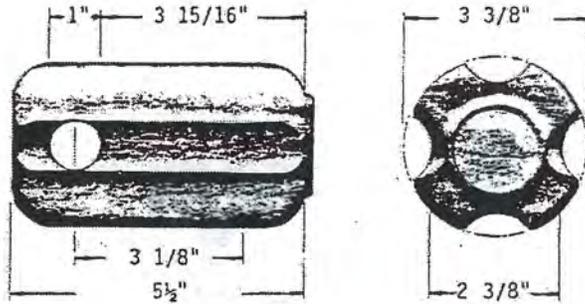
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GUY-STRAIN INSULATOR

INDEX NO. SS010771

13.0 GUY-STRAIN INSULATOR

1. Insulator shall be symmetrical for even load distribution, and have rounded, heavy sections to protect against breakage.

TECHNICAL FEATURES

1. Tensile Strength, Lbs. . . . .	20,000
2. Low-Frequency Flashover, Dry-KV. . . . .	35
3. Low-Frequency Flashover, Wet-KV. . . . .	18
4. Leakage Distance, Inches . . . . .	2.25
5. Maximum Cable Diameter, Inches . . . . .	5/8

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p> <p>PREPARED BY THE ENGINEERING DEPT.</p>	SPECIFICATION No. E-009	REVISION: 6 August 14, 1998
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GUAM POWER AUTHORITY  
P.O. BOX 2977  
AGANA, GUAM 96932

TRANSMISSION & DISTRIBUTION SPECIFICATION

SPECIFICATION NO. E-009

FOR

REGULAR CONCRETE POLES  
FOR TRANSMISSION AND DISTRIBUTION SYSTEMS

EFFECTIVE DATE: 8/14/98	ISSUED: <i>[Signature]</i>	APPROVED: <i>[Signature]</i>
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 <b>GUAM POWER AUTHORITY</b> AGANA, GUAM	<b>SPECIFICATION No. E-009</b>	PAGE 1 OF 19
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PREPARED BY THE ENGINEERING DEPT.		

1.0 SCOPE

- 1.1 This specification covers the design, construction and delivery of pre-stressed spun concrete poles for use on GPA electric transmission and distribution systems.
- 1.2 Poles are to be used in a highly humid and corrosive salt-air environment subject to moderate to severe earthquakes and cyclonic winds in excess of 155 miles per hour.

2.0 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. Substitute standards may be used for those listed below that have equal or superior requirements. Such substitutes must be submitted to GPA engineering for review and approval.

2.1 American Concrete Institute (ACI) Publications:

- 211.1 Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete
- 214 Recommended Practice for Evaluation of Strength Test Results of Concrete
- 318-83 Building Code Requirements for Reinforced Concrete

2.2 American Society for Testing and Materials (ASTM) Publications:

- A82-79 Cold-drawn Steel Wire for Concrete Reinforcement
- A416-80 Uncoated Seven-wire Stress-relieved Strand for Pre-stressed Concrete
- A615-80 Deformed and Plain Billet-steel Bar for Concrete Reinforcement
- C33-81 Concrete Aggregates
- C39-80 Compressive Strength of Cylindrical Concrete Specimen
- C143-78 Test for Slump of Portland Cement Concrete
- C150-81 Portland Cement
- C260 Air-entraining Admixtures for Concrete

EFFECTIVE DATE: 8/14/98	ISSUED: <i>Christina [Signature]</i>	APPROVED: <i>[Signature]</i>
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**C494** Chemical Admixtures for Concrete

2.3 American Welding Society (AWS) Publication:

**D1.4** Structural Welding Code-Reinforcing Steel

2.4 Pre-stressed Concrete Institute (PCI) Publication:

**MNL-116-77** Manual for Quality Control for Plants and Production of Pre-cast Pre-stressed Concrete Products

3.0 DEVIATION AND NON-CONFORMANCE REQUIREMENTS

3.1 Provisions indicated by asterisks, e.g, \*5.2\*, describe submittals which must be included with the bid proposal. Failure to comply is a basis for rejection of the bid.

3.2 All deviations from this specification including changes in design or materials after bid award must be approved by GPA and acknowledged by a Purchase Order Amendment issued by GPA.

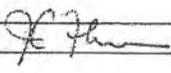
3.3 Units received with deviations or non-conformance that are not acknowledged per Section 3.2 are subject to rejection. The Supplier of rejected units is responsible for any corrective action including, but not limited to all materials, labor and transportation charges necessary to dispose of or to make the units conform to the specification.

4.0 SUBMITTALS

4.1 Shop drawings indicating details of construction shall be submitted to GPA. Refer to Section 5 for design calculations to be submitted to GPA Engineering.

Information required includes:

- a. Birth marks and longitudinal center of gravity mark.
- b. Elevation view of each pole type.
- c. Section and details to indicate quantities and position of pre-stressing steel, reinforcing steel, spiral steel, inserts, steel strand lifting loops, through holes, etc.
- d. Locations and sizes of all openings and holes to be cast in the poles.
- e. Storage, transportation and erection support points.
- f. Dimensions and finishes.
- g. Pole classification.

EFFECTIVE DATE: 8/14/98	ISSUED: 	APPROVED: 
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Partial submittals will not be accepted and will be rejected and returned without review. Submittals shall include the manufacturer's name, project specification number and paragraph reference number, applicable industry and technical society publication references, design calculations, details and other information necessary to establish contract compliance of each item the Supplier proposes to furnish.

4.2 Certified Laboratory Test Reports:

Certified copies of the reports of all tests required in reference publications or otherwise specified herein shall be submitted to GPA. The testing shall have been performed within one year of submittal of test reports for approval, by an independent laboratory approved by GPA. Test reports on a previously tested material shall be accompanied by notarized certificates from the manufacturer certifying that the previously tested material is of the same type, quality, manufacturer, and make as proposed for use in this project. Certified test reports are required for the following:

- a. Cement, concrete including mix design
- b. Reinforcing steel
- c. Pre-stressing steel
- d. Materials for curing concrete
- e. Admixtures

5.0 DESIGN

- 5.1 Refer to Appendix A1 of this specification for requirements and detailed information related to pole lengths, hole dimensions, insert placements and spacings and maximum pole circumferences.
- 5.2 Poles shall be designed for dead loads and wind or earthquake loads, which produce bending and torsion in the shaft.
- 5.3 Wind loading of 155 mph (sustained) and UBC earthquake Zone 4 shall be used in the design.
- \*5.4\* Poles shall be designed for a rated load of 6,000 pounds. Submit detailed calculations including sections, elevations and loading conditions for each pole. Nomenclature, symbols and abbreviations used in the calculations shall be fully explained in English. The British System of units shall be used (pounds, feet, etc.). The submittal shall include the stress-strain curve of the pre-stressing steel strands. As a minimum, stresses for all design conditions shall be checked at ground level, at mid-level and at any point on the pole where the number of pre-stressed strands changes. See Appendix A2 for design criteria and calculation of pre-stress losses.

EFFECTIVE DATE: 8/14/98	ISSUED: <i>Christine Johnson</i>	APPROVED: <i>JC</i>
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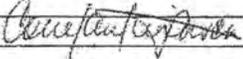
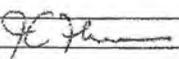
6.0 PRODUCTS

- 6.1 Concrete Mix: Design concrete mix in accordance with ACI.211.1. The concrete shall have a minimum 28-day compressive strength of 6,000 pounds per square inch with a maximum aggregate size of ¾ inch.
- 6.2 Cement: ASTM C 150, Type I or II for all concrete. All cement for exposed concrete surfaces shall be of the same manufacturer.
- 6.3 Water: Water, including free moisture and water in the aggregates shall be fresh, clean and potable.
- 6.4 Aggregates: ASTM C 33. Obtain all aggregates for exposed concrete surfaces from one source. Aggregates shall be free from any substances that may be deleteriously reactive with the alkalis in the cement. (¾ inch maximum aggregate size unless indicated otherwise).
- 6.5 Admixtures: ASTM C 260 (air entraining); ASTM C 494 (chemical). All admixtures shall have prior approval of GPA and shall be from a single manufacturer, and shall be certified by the manufacturer to be free of chlorides. All admixtures shall be added at the mixer.
- 6.6 Reinforcement:
  - 6.6.1 Reinforcing Bars: ASTM A 615, Grade 60. Welded splices shall be in accordance with AWS D1.4.
  - 6.6.2 Spiral Wire: ASTM A 82, cold-drawn steel.
  - 6.6.3 Pre-stressing Steel: High tensile stress-relieved wire strand. ASTM A 416, Grade 270 or approved equivalent. The wire shall be free of substances that would prevent bond to the concrete.

7.0 PROVISIONS FOR GROUNDING

Poles shall be supplied with an approved method for providing preinstalled grounding.

- 7.1 Grounding provisions shall include the following:
  - 7.1.1 Stranded copper conductor minimum size #2 AWG.
  - 7.1.2 Copper or copper alloy connection block located where ground sleeves are shown in Appendix A1.

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7.2 Design

- 7.2.1 Ground wires shall be continuous run, with no splicing, inside the hollow space of the pole and not embedded in the concrete. The wires shall be welded to the connection blocks provided or connected (not soldered) so as to prevent disconnection of the wire from the connection block.
- 7.2.2 Connection blocks shall allow for ease of external connection of copper conductor sizes between #6 AWG to #2 AWG. The connection block shall be rigid designed to prevent from being dislodged from the pole.
- 7.2.3 Two separate ground wires shall be provided. One will connect the static wire ground connection block to the lowest ground connection block on the pole. The other ground wire shall connect the remaining ground connection blocks to the lowest connection block on the pole.

8.0 SAMPLING AND TESTING

- 8.1 General: Samples and tests are to be made by and at the Supplier's expense. The tests shall be performed on calibrated equipment, as required by MNL-116, by an independent commercial testing laboratory or, if approved by GPA, at the precastor's quality control laboratory. Compressive strength tests made prior to detensioning of pre-stressing strands may be performed in the precastor's quality control laboratory. Certified test reports shall include all test data and results.
- 8.2 Concrete Tests: Concrete, as delivered to the casting site, shall be sampled and tested as indicated below and in the paragraph entitled "Evaluation and Acceptance of Concrete" of ACI 318. A minimum of four cylinders shall be made during each concreting cycle of the same mix. Statistical evaluation shall be in accordance with ACI 214.
- 8.3 Slump: Determine slump in accordance with ASTM C 143.

9.0 QUALITY CONTROL

- \*9.1\* The supplier shall have a quality control program to assure compliance with the requirements of this specification. The program shall be documented and a copy provided to GPA at the time of bid submittals or within seven days after bid opening.
- 9.2 Particular attention must be paid to the materials used. The following requirements shall be followed:

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9.2.1 The Manufacturer will make suitable test cylinders of the concrete used and perform compressive tests on these specimens to ensure compliance with the strength requirements.

9.2.2 The reinforcement materials will be clean and made free of oil and scale.

9.3 The Supplier shall ensure that the water used in mixing concrete shall be clean and free from harmful amounts of silt, oil, acids, alkalis, salts and other detrimental substances. The total dissolved solids shall not exceed 2,000 ppm and shall not contain more than 1,000 ppm of chlorides nor more than 1,000 ppm of sulfates.

9.4 Notification of defective poles discovered before or after installation believed to be inherent to the manufacturing process or design shall be forwarded to the Supplier. This notice will include documentation of the problem and suggestions for follow-up actions expected by GPA. The Supplier's response shall be made in thirty (30) days unless an extension is acknowledged and approved in writing by the GPA Manager of Engineering.

10.0 FABRICATION

10.1 Tolerances and Permissible Variations

10.1.1 Cross Sectional Dimensions: Cross sectional dimensions shall not deviate from design dimensions by more than 1/4 inch.

10.1.2 Longitudinal Dimensions: Longitudinal dimensions shall not deviate from the design dimensions by more than 1 inch.

10.1.3 Location of Hardware and Holes: The hole locations on the pole shall not deviate more than 1/4 inch from the nominal design dimensions. The hole spacing shall not deviate more than 1/8 inch from the nominal design dimensions where there is a pattern of holes for material to be bolted on at a later date.

10.2 Placing of Reinforcement

10.2.1 Steel reinforcement shall be fabricated as shown on the shop drawings and placed in position in the forms within the tolerances specified in ACI 318. Reinforcement shall be adequately secured so as to remain in the proper position during the placement of the concrete.

10.2.2 Reinforcement shall have a minimum of 1 inch concrete cover on the exterior, and .75 inch on the interior.

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- 10.3 Anchors, Inserts and Hole Formers: All anchors, inserts and hole formers shall be firmly positioned so as not to become displaced during the placement of concrete. They shall not be in contact or attached to the reinforcement. They shall be firmly attached to the forms.
- 10.3.1 Where the sketches indicate holes for thru-bolts, these shall be made by using plastic or brass tube inserts having internal diameters as required and shown in the Appendices.
- 10.3.2 The use of porcelain or other ceramic type inserts is not permitted.
- 10.4 Pre-stressing: Measure the tension to which the steel is to be pre-stressed by the elongation of the steel and verify by the jack pressure reading on an approved calibrated gage. Provide means for measuring the elongation of the steel to the nearest 0.125-inch. If the difference between the results of the measurement and the gage reading is more than five percent, correct the cause of the discrepancy. Provide the tensioning steel with a uniform pre-stress prior to being brought to design pre-stress. Transfer the pre-stressing force when the concrete has attained 0.8 of the minimum ultimate compressive strength of the pole. Induce the same initial pre-stress in each unit when several units of pre-stressing in a pole are stretched simultaneously.
- 10.5 Consolidation of Concrete: All concrete shall be centrifugally spun in the forms. For external form vibration, forms must be of a design adequate to prevent distortion or failure. The poles shall be centrifugally spun using pre-stressed rod or wire for reinforcement.
- 10.6 Plugs
- 10.6.1 If the hollow core extends to the pole ends, suitable plugs shall be installed to close the opening.
- 10.6.2 Plugs for bottom and top openings shall be firmly attached to the pole in a manner as to resist being jarred loose during shipping and handling. Supplier shall provide information describing his method for achieving this requirement.
- 10.7 Curing: Curing shall be accomplished in accordance with PCI MNL-116. The casting bed for concrete members cured by steam shall be enclosed completely with a suitable enclosure to minimize moistened heat losses. Curing methods shall be maintained until the specified strength for detensions has been reached.
- 10.7.1 Moist Curing: Moist cure for not less than 10 days. Proportionally increase the curing when the ambient air temperature falls below 50 degrees Fahrenheit.
- 10.7.2 Steam Curing: Include with the shop drawings methods and procedures for steam curing. Moist cure for not less than four hours prior to steam curing. During the application of steam, increase the air temperature at a rate not to exceed 40 degrees Fahrenheit per hour

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until the air temperature is maintained between 140 and 160 degrees Fahrenheit until the concrete has reached the required strength; air temperature above 160 degrees Fahrenheit will not be permitted. In discontinuing the steam application, decrease the air temperature at a rate not exceeding 40 degrees Fahrenheit per hour until reaching a temperature of 20 degrees Fahrenheit above the temperature of the air to which the concrete will be exposed. Use a recording type thermometer for measuring temperature within the steam curing chambers.

- 10.7.3 Accelerated Curing: Other means of accelerated curing, where standard with the manufacturer, shall be subject to the temperature controls specified for steam curing. Moist cure for not less than four hours prior to other means of accelerated curing. Take precautions to prevent the concrete surfaces from drying out during the curing period.

#### 11.0 POLE ACCEPTANCE TESTS

- 11.1 Poles shall be given a strength test. The test method to be used is to place the pole horizontally in a test frame with the lower seven feet of its length held firmly in place. Using a dynamometer, a force equal to the specified rated load is applied at a point one foot from the top. Should the test pole fail, another pole shall be tested. Failure of the second pole will be cause for rejection of the complete group. See Appendix B for the Concrete Pole Inspection form.
- 11.2 The required design strength rating (rated load) of the poles is the value provided in Section 5.4 applied one foot from the tip of the pole.
- 11.3 The maximum deflection under a pull of 1/2 the rated load shall not exceed 12 inches design and 15 inches actual.
- 11.4 When the specified rated load is released, the retained deflection shall not exceed 4 inches.
- 11.5 During the application of rated load, there shall be no visible cracking.
- 11.6 The test procedure to be followed is detailed in Appendix C of this specification.

#### 12.0 BIRTHMARK

- 12.1 Each pole shall bear indented markings located ten feet or three meters above the butt end. This birthmark shall include the following:
- Supplier's identity mark
  - Month and year of manufacture
  - Pole height
  - Pole class and ultimate rated strength
  - Batch or lot number identification

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12.2 Supplier shall also provide a permanent mark indicating the longitudinal center of gravity of each pole.

12.3 Substitution of stenciling or similar method of marking for indented birthmarks is not acceptable and shall be cause for rejection. Suppliers should obtain GPA approval of their marking method.

13. SHIPPING AND DELIVERY REQUIREMENTS

The Supplier shall have sufficient instructions for handling, storage, shipping and delivery to prevent against injury or damage to the poles. Poles shall be securely blocked in position to prevent shifting during shipment and delivery.

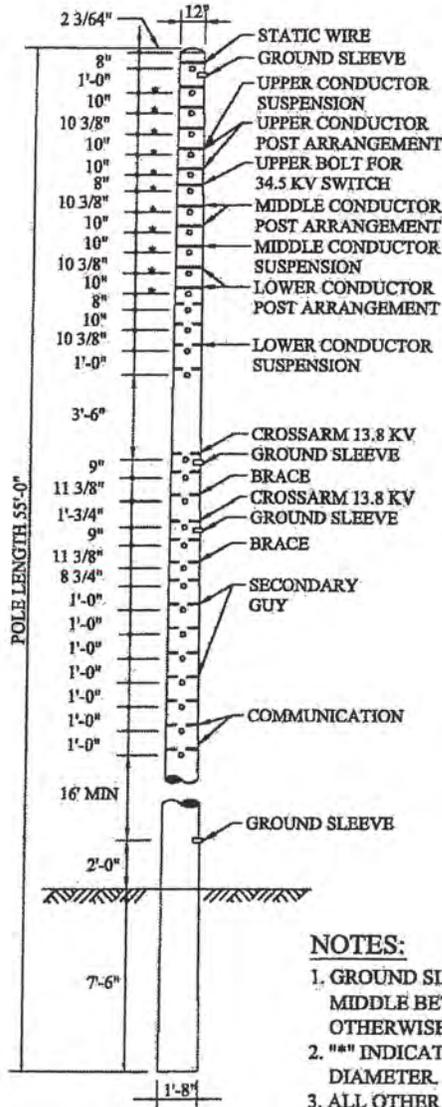
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**Appendix A1  
 55' Concrete Pole**

**POLE DIMENSIONS:**

1. BUTT DIAMETER NOT TO EXCEED 20 INCHES.
2. POLE TOP NOT TO EXCEED 12 INCHES



**NOTES:**

1. GROUND SLEEVE SHALL BE IN THE MIDDLE BETWEEN HOLES, UNLESS OTHERWISE SHOWN.
2. "\*" INDICATES HOLES WITH 13/16" DIAMETER.
3. ALL OTHER HOLES SHALL BE 11/16" DIAMETER.

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Appendix A2  
DESIGN CRITERIA

Permissible stresses in concrete

Stresses in concrete at service loads (after allowance for all pre-stress losses) shall not exceed the following:

- (a) Extreme fiber stress in compression ..... 0.45 f'c
- (b) Extreme fiber stress in tension .....  $6\sqrt{f'c}$

Permissible stresses in pre-stressing tendons

Tensile stress in pre-stressing tendons shall not exceed the following:

- (a) Due to tendon jacking force ..... 0.94 fpy  
but not greater than 0.85 fpu or maximum value recommended by manufacturer of pre-stressing tendons.
- (b) Immediately after pre-stress transfer ..... 0.82 fpy  
but no greater than 0.74 fpu.

Loss of pre-stress

To determine the effective pre-stress (fse) allowance, the following sources of loss of pre-stress shall be considered:

- (a) Elastic shortening of concrete
- (b) Creep of concrete
- (c) Shrinkage of concrete
- (d) Relaxation of tendon stress

Computation of losses

The following shall be used for computation of pre-stress losses for pre-tensioned bonded tendons:

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Elastic Shortening of Concrete (ES)

$$ES = E_s \frac{f_{c1r}}{E_{c1}}$$

Creep of Concrete (CR)

$$CR = \frac{2E_s}{E_c} (f_{c1r} - f_{c1s})$$

Shrinkage of Concrete (SH)

$$SH = 0.000164 E_s (1 - 0.06V/S)$$

Relaxation of Tendon Stress (RE)

$$RE = [K_{re} - J (SH + CR ES)] c$$

In which the values of  $K_{re}$ , J and C are taken from Tables 1 and 2.

TABLE 1 - Values of  $K_{re}$  and J

Type of Tendon	$K_{re}$	J
270 Grade stress-relieved strand or wire	20,000	0.150
250 Grade stress-relieved strand or wire	18,500	0.140
240 or 235 Grade stress-relieved wire	17,600	0.130
270 Grade low-relaxation strand	5,000	0.040
250 Grade low-relaxation wire	4,630	0.037
240 or 235 Grade low-relaxation wire	4,400	0.035
145 or 160 Grade stress-relieved bar	6,000	0.050

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TABLE 2 -- Values of C

$f_{pi}/f_{pu}$	<u>Stress relieved strand or wire</u>	<u>Stress relieved bar or relaxation strand or wire</u>
0.80		1.28
0.79		1.22
0.78		1.16
0.77		1.11
0.76		1.05
0.75	1.45	1.00
0.74	1.35	0.95
0.73	1.27	0.90
0.72	1.18	0.85
0.71	1.09	0.80
0.70	1.00	0.75
0.69	0.94	0.70
0.68	0.89	0.66
0.67	0.83	0.61
0.66	0.78	0.57
0.65	0.73	0.53
0.64	0.68	0.49
0.63	0.63	0.45
0.62	0.58	0.41
0.61	0.53	0.37
0.60	0.49	0.33

Maximum Loss

The total amount of pre-stress loss (psi) due to elastic shortening, creep, shrinkage, and relaxation need not be more than the values given below if the tendon stress immediately after anchoring does not exceed  $0.83f_{py}$ :

Type of Strand

Stress relieved strand	50,000
Low-relaxation strand	40,000 (for normal concrete)

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Summary of Notation

CR	=	stress loss due to creep of concrete
$E_{ci}$	=	modulus of elasticity of concrete at time pre-stress is applied
$E_c$	=	modulus of elasticity of concrete at time pre-stress is applied
$E_s$	=	modulus of elasticity of pre-stressing tendons. Usually 28,000 psi
ES	=	stress loss due to elastic shortening of concrete
$f_{cds}$	=	stress in concrete at center of gravity of tendons due to service loads
$f_{cir}$	=	net compressive stress in concrete at center of gravity of tendons immediately after the pre-stress has been applied to the concrete
$f_{pu}$	=	specified tensile strength of pre-stressing tendon, psi
RE	=	stress loss due to relaxation of tendons
SH	=	stress loss due to shrinkage of concrete
V/S	=	volume to surface ratio. Usually taken as gross cross-sectional area of concrete member divided by its perimeter
$f'_c$	=	specified compressive strength of concrete, psi
$f_{py}$	=	specified yield strength of pre-stressing tendons, psi

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- Location approved?                     YES  NO
- Supplier's identification?            YES  NO
- Month and year of manufacture?    YES  NO
- Pole height?                            YES  NO
- Rated Strength?                       YES  NO
- Batch/Lot number provided?        YES  NO

**POLE STRENGTH TEST**

Distance of pole test blocks from butt of pole \_\_\_\_\_ feet.

Type of load recording instrument \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**POLE NO. 1**

**POLE NO. 2**

	Load: (Kg, lbs.)	Defl (cm, in)	E-009 (cm, in)		Load: (Kg, lbs.)	Defl (cm, in)	E-009 (cm, in)
1.	_____	_____	_____		_____	_____	_____
2.	_____	_____	_____		_____	_____	_____
3.	_____	_____	_____		_____	_____	_____
4.	_____	_____	_____		_____	_____	_____
5.	_____	_____	_____		_____	_____	_____
6.	_____	_____	_____		_____	_____	_____
7.	_____	_____	_____		_____	_____	_____
8.	_____	_____	_____		_____	_____	_____
9.	_____	_____	_____		_____	_____	_____

- No cracks found
- Cracks < 0.01 inch found
- Cracks > 0.01 inch found

- No cracks found
- Cracks < 0.01 inch found
- Cracks > 0.01 inch found

**BREAKING TEST**

Loading at failure: \_\_\_\_\_ kg, lbs.      Minimum per E-009: \_\_\_\_\_

**TESTING OF CONCRETE SAMPLES**

Number of samples tested: \_\_\_\_\_

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Strength Test Results:

SAMPLE NUMBER	AGE	SIZE	LOADING AT FAILURE	COMPRESSIVE STRENGTH
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____
7	_____	_____	_____	_____
8	_____	_____	_____	_____
9	_____	_____	_____	_____
10	_____	_____	_____	_____

FOR GUAM POWER AUTHORITY:

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Appendix C  
TEST PROCEDURE FOR TESTING CONCRETE POLES

1.0 SELECTION OF TEST SPECIMENS

A GPA representative shall select two poles of each design at random to be tested. If testing is not to be performed immediately after selection, the poles selected shall be suitably marked.

2.0 INSPECTION AND DIMENSION VERIFICATION

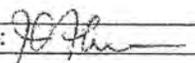
- 2.1 A GPA representative shall measure pole lengths and pole diameters, shall measure the amount of concrete cover over the steel reinforcement, and shall count the number of reinforcing rods and wires to ensure compliance with the approved design and specifications.
- 2.2 A GPA representative shall check all hole locations and sizes to ensure compliance with the specifications.

3.0 BENDING TEST

- 3.1 Place the pole in a test support or test frame with the lower seven feet of the pole length held firmly in place. If the test is to be in the horizontal position, provisions shall be made for suitable supports to minimize the bending moment induced by the weight of the pole.
- 3.2 Set the deflection measurement instruments at the top of the pole. Mark the pole so that the deflection can be measured.
- 3.3 Using a dynamometer, apply the loading gradually to allow observation of the formation of cracks and the measuring of deflection. The load should be applied one foot from the top of the pole. Record the amount of deflection after each load increment is made. Check for cracking, measure the cracks found, and provide a sketch indicating location and size of cracks. Provide a written record of loading, deflection and appearance of first hairline crack.
- 3.4 When the test load reaches the rated load, release the load after recording the amount of deflection and observing and recording any cracks. After the load is released, record the permanent residual deflection. The accuracy of the measurements must be within 0.125 inch. Visible signs of cracking at the rated load shall be cause for rejection.

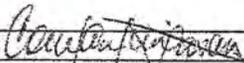
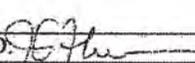
4.0 BREAKING TEST

- 4.1 After completion of the bending strength test, the pole tested in Section 3.0 shall be subjected to a breaking load test.

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- 4.2 With the same pole secured in place, apply sufficient loading (use moderate load increments) to break the test pole. Provide suitable load recording equipment to record the maximum load applied prior to breakage.
- 4.3 The breaking load must equal or exceed the calculated ultimate moment capacity of the section seven feet from the butt of the pole divided by the moment arm (pole length - 8):
- $$\text{Breaking load} \geq \frac{\text{Ultimate moment capacity}}{\text{Pole length} - 8}$$
- 4.4 Non-attainment of this breaking load criterion shall be cause for rejection.
- 5.0 Repeat sections 2.0 and 3.0 for the second pole selected. The second pole, having been subjected to bending loads only, may be used provided it passes the bending tests.

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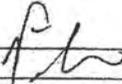
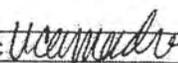
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TRANSMISSION & DISTRIBUTION SPECIFICATION

SPECIFICATION NO. E-010

FOR

FASTENER HARDWARES

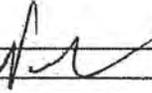
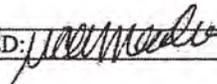
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**FASTENER HARDWARES**

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1.0 SCOPE

- 1.1 This specification covers GPA requirements for the different types of overhead line fasteners used in the Overhead Transmission and Distribution System of GPA.
- 1.2 The fasteners are intended for use in tropical weather conditions with a corrosive sea air atmosphere, sustained typhoon winds of 155mph with gusts of 180mph and subject to moderate and severe earthquakes.

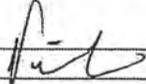
2.0 APPLICABLE PUBLICATION

The fasteners shall meet the requirements of the following standards, including the latest revision with respect to material, design and tests.

- 2.1 AMERICAN NATIONAL STANDARDS INSTITUTE, INC. (ANSI) STANDARDS C135.1 and B18.2.1
- 2.2 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) A153, B99.
- 2.3 INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE) C135.1-199

3.0 DEVIATIONS AND NON-CONFORMANCE REQUIREMENTS

- 3.1 Deviations from this specification or changes in the material or design after the purchase order has been placed must be approved by the GPA Engineering department and acknowledged by a Purchase Order Amendment issued by GPA.
- 3.2 Units received with deviations or non-conformances that are not acknowledged per Section 3.1 are subject to rejection. The Supplier of rejected units is responsible for any corrective action including but not limited to materials, labor and transportation necessary to dispose of or make the units conform to the specification.
- 3.3 Notification of defective units discovered before or after installation that are believed to be inherent to manufacturing problems or workmanship shall be made and forwarded to the Supplier. The description of the item, documentation of the problem and the described information, disposition and/or follow-up (as appropriate) that GPA expects from the Supplier will be specified. The Supplier's response shall be made within thirty (30) days unless an extension is acknowledged and approved in writing by the GPA Manager of Engineering.

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4.0 SUBMITTALS

The offeror shall provide with their bid or proposal a written notification of any deviations from this specification. Submittals shall include product and data sheets, part numbers, a statement of compliance to this specification and other relevant information necessary to evaluate the submittal. The acceptance of GPA shall in no way abrogate the requirements of this specification.

5.0 DESIGN

Fasteners shall be designed such that they will be installed with a minimum of effort and provide optimum performance under all operating conditions.

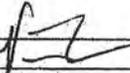
6.0 CONSTRUCTION

6.1 Hardware shall be manufactured from hot rolled, open hearth, basic oxygen, or electric furnace steel, malleable type ferrous castings or other ferrous materials predetermined to be most suitable, except on item 8.0 which shall be silicon bronze as specified. Hardware shall be of the highest obtainable quality.

6.2 Hardware shall be hot dip galvanized to provide a continuous and lasting shield from the corrosive attack of the atmosphere and elements.

6.3 Hot dip galvanizing shall be after fabrication and shall be in accordance with ASTM A153 standard specification for zinc coated (hot-dip) iron and steel hardware. All hardware shall be thoroughly cleaned, either by pickling in a dilute hot sulfuric acid solution, wheelabrating, tumbling, or sandblasting; then thoroughly rinsed and immersed in a preflux solution of zinc ammonium chloride. After drying, the hardware shall be completely submerged in a temperature controlled molten zinc bath.

6.4 Hot dip galvanized threaded hardware shall be cleaned by spinning to insure that the threads have a more than adequate coating of zinc, evenly distributed to allow finger tightening and a perfect thread fit.

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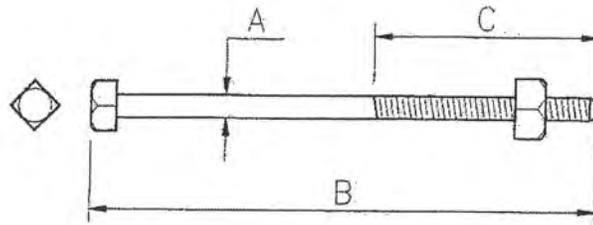


Figure A  
 MACHINE BOLT

7.0 MACHINE BOLT

- 7.1 Galvanized machine bolts shall have rolled threads and square head and nut.
- 7.2 Bolts shall be made with lone cone points which permit easy driving and removal without damage to the threads.
- 7.3 Dimensions and requirements are shown on Table 1.

Table 1

GPA INDEX NUMBER	DIAMETER (INCHES)	BOLT LENGTH (INCHES)	THREAD LENGTH (INCHES)	THREAD PER INCH	TENSILE STRENGTH (LBS.)
	A	B	C		
SSOB0058	3/8	2	1-3/4	16	4,250
SSOB0063	1/2	6	3	13	7,800
SSOB0065	1/2	8	4	13	7,800
SSOB0067	5/8	14	6	11	12,400
SSOB0079	5/8	24	6	11	12,400
SSOB0084	5/8	20	6	11	12,400
SSOB0061	5/8	2	1 1/2	11	12,400
SSOB0068	5/8	16	6	11	12,400
SSOB0076	3/4	30	6	10	18,350

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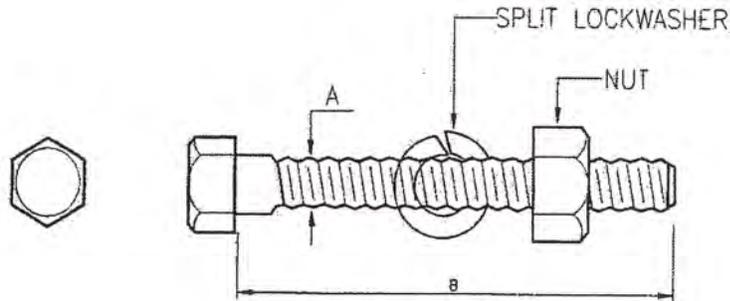


Figure B  
 DURIUM BOLT

8.0 DURIUM BOLT

DESIGN FEATURES

- 8.1 Durium bolts shall be fully threaded; the silicon bronze is per ASTM B99.
- 8.2 Bolts shall be furnished and assembled with a nut and split lockwasher.
- 8.3 Dimensions and requirements are shown on Table 2.

Table 2

GPA INDEX NUMBER	THREAD SIZE (INCHES)	THREAD LENGTH	WASHER (INCHES)
	A	B	
SSUB0060	1/2-13	2 inches	1/2
SSUB0061	1/2-13	3 inches	1/2

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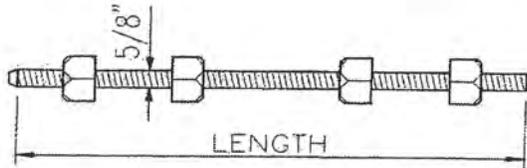


Figure C  
 DOUBLE ARMING BOLT

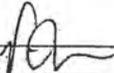
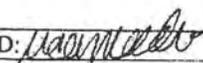
9.0 DOUBLE ARMING BOLT

DESIGN FEATURES

- 9.1 Double arming bolts shall be roll threaded, with cone points at both ends for easy driving and removal without damage to threads.
- 9.2 Bolts shall be furnished with four square nuts.
- 9.3 Dimensions and requirements are shown on Table 3.

Table 3

GPA INDEX NUMBER	DIAMETER (INCHES) A	BOLT LENGTH (INCHES)		TENSILE STRENGTH (LBS.)
		B	THREAD PER INCH	
SSOB0054	5/8	20	11	12,400
SSOB0055	5/8	24	11	12,400
SSOB0056	5/8	28	11	12,400
SSOB0057	5/8	30	11	12,400
SSOB0078	5/8	32	11	12,400
SSOB0082	5/8	36	11	12,400
SSOB0077	3/4	30	10	18,350
SSOB0081	3/4	20	10	18,350
SSOB0083	3/4	36	10	18,350
SSOB0089	5/8	42	11	12,400
SSOB0090	5/8	22	11	12,400

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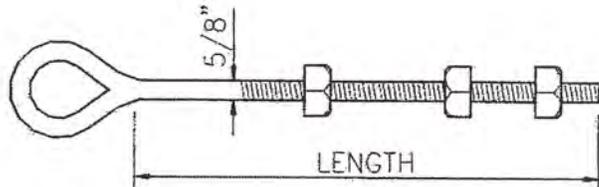


Figure D  
 DOUBLE ARMING EYE BOLT

10.0 DOUBLE ARMING EYE BOLT

DESIGN FEATURES

- 10.1 Double arming eye bolts shall be roll threaded, with a cone point for easy driving and removal without damage to the threads.
- 10.2 Bolts shall be furnished with three square nuts. The size of eye shall be 1-1/2" X 2".
- 10.3 Dimensions and requirements are shown on Table 4.

Table 4

GPA INDEX NUMBER	DIAMETER (INCHES) A	BOLT LENGTH (INCHES) B	THREAD LENGTH (INCHES) C	THREAD PER INCH	TENSILE STRENGTH (LBS.)
SSOB0062	5/8	16	14	11	12,400
SSOB0064	5/8	22	18	11	12,400
SSOB0059	5/8	24	22	11	12,400

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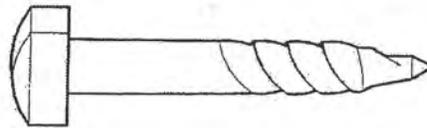


Figure E  
LAG SCREW

11.0 LAG SCREW

DESIGN FEATURES

- 11.1 Lag screw shall have rolled threads and standard square heads.
- 11.2 The heads shall be an upset shoulder with the same outside mounting holes.
- 11.3 Dimensions and requirements are shown on Table 5.

Table 5

GPA INDEX NUMBER	DIAMETER (INCHES)	BOLT LENGTH (INCHES)	THREAD LENGTH (INCHES)	TENSILE STRENGTH (LBS.)
SSOL0831	½	4	3	6,500

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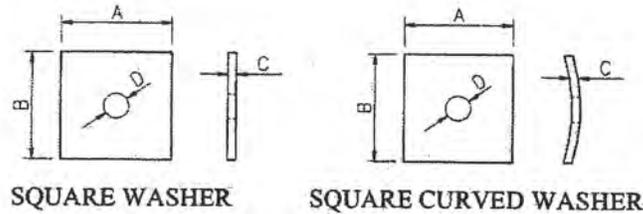


Figure F  
 SQUARE WASHER AND SQUARE CURVED WASHER

12.0 SQUARE WASHER AND SQUARE CURVED WASHER

DESIGN FEATURES

- 12.1 Square and square curved washers shall be provided with round holes for use with eye bolts or anchor rods on the curved surface of poles to carry heavy loads
- 12.2 All square and square curved washers are formed on a 4-3/4 inch radius.
- 12.3 Dimensions and requirements are shown on the Table 6.

Table 6

GPA INDEX NUMBER	WASHER TYPE	SIZE (INCHES)			HOLE DIAMETER (INCHES)	BOLT DIAMETER INCHES
		A	B	C	D	
SSOW1377	FLAT	2-1/2	2-1/2	3/16	11/16	5/8
SSOW1378	FLAT	2-1/2	2-1/2	3/16	13/16	3/4
SSOW1375	CURVED	2-1/2	2-1/2	3/16	11/16	5/8
SSOW1376	CURVED	2-1/2	2-1/2	3/16	13/16	3/4

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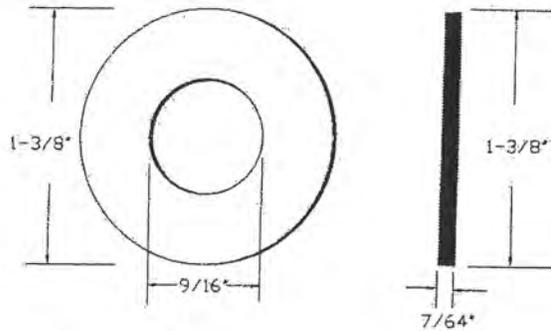


Figure G  
 FLAT ROUND WASHER

13.0 FLAT ROUND WASHER

DESIGN FEATURES

- 13.1 Flat Round Washer shall be galvanized steel.
- 13.2 Dimensions and requirements are shown on the Table 7.

Table 7

GPA INDEX NUMBER	WASHER TYPE (FLAT)	SIZE (INCHES)			HOLE DIAMETER (INCHES)	BOLT DIAMETER (INCHES)
		1-3/8	1-3/8	7/64		
SSOW1373	ROUND	1-3/8	1-3/8	7/64	9/16	1/2

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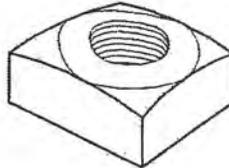


Figure H  
 SQUARE NUT

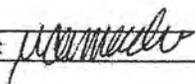
14.0 SQUARE NUT

DESIGN FEATURES

- 14.1 Square nuts shall be manufactured in accordance with the ANSI B18.2.2 and tapped after centrifugal hot dip galvanizing.
- 14.2 Dimensions and requirements are shown on the Table 8.

Table 8

HOLE DIAMETER (INCH)	THREADS PER (INCH)
3/8	16
1/2	13
5/8	11
3/4	10

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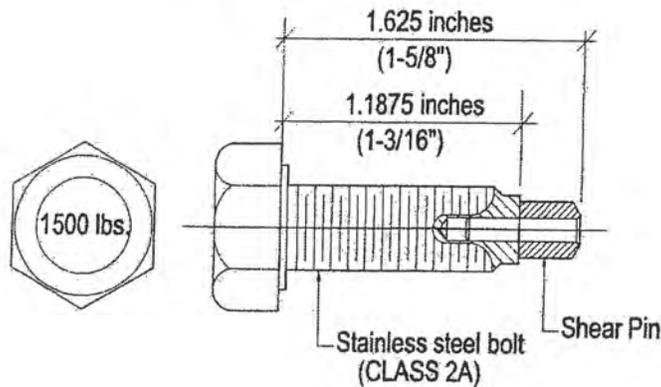


Figure I  
 SHEAR BOLT

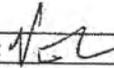
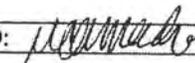
15.0 SHEAR BOLT (SSOB0132)

DESIGN FEATURES

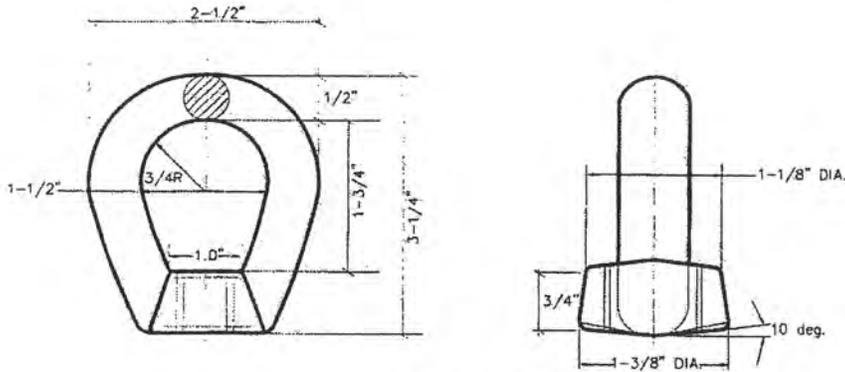
- 15.1 Shear bolts shall be designed to release when stresses substantially below the ultimate cantilever strength of the horizontal post insulator are imposed on it by the conductor.
- 15.2 Dimensions and requirements are shown in Table 9.

Table 9

GPA INDEX NUMBER	THREAD SIZE (INCHES)	SHEAR STRENGTH	INSULATOR CANTILEVER STRENGTH
SSOB0132	1.1875	1500 Lbs.	2800 Lbs.

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EYE NUT

Figure J  
 EYE NUT

16.0 EYE NUT (SSON0972)

DESIGN FEATURES

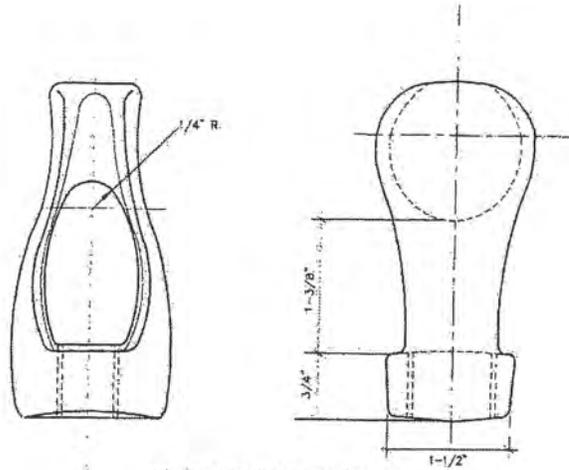
- 16.1 Standard eye nut shall fits 5/8" diameter bolts.
- 16.2 Most commonly used for deadending on the ends of crossarm bolts.
- 16.3 The material shall be drop-forged, hot dipped galvanized steel per ASTM A-153.
- 16.4 Dimensions and requirements are shown on Table 10.

Table 10

GPA INDEX NO.	DESCRIPTION	BOLT SIZE	THREAD PER INCH
SSON0972	EYE NUT	5/8"	11

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THIMBLE EYE NUT, STRAIGHT

Figure K  
 THIMBLE EYE NUT, STRAIGHT

17.0 THIMBLE EYE NUT, STRAIGHT (SSON0971)

DESIGN FEATURES

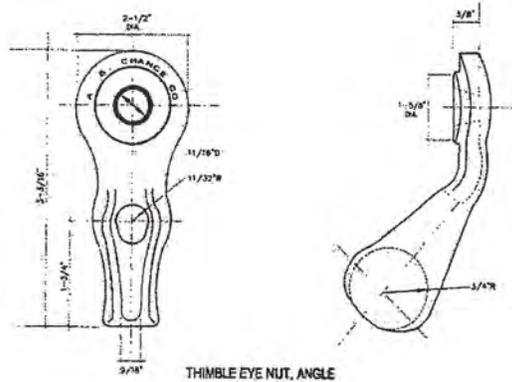
- 17.1 Threaded Thimbleye nuts shall be used for attaching to 5/8" thru-bolts.
- 17.2 The material shall be drop-forged, hot dipped galvanized steel per ASTM A-153. Nuts are contoured to minimize bending and kinking of guy strands.
- 17.3 Dimensions and requirements are shown on Table 11.

Table 11

GPA INDEX NO.	DESCRIPTION	BOLT SIZE	THREAD PER INCH
SSON0971	THIMBLE EYE NUT, STRAIGHT	5/8"	11

EFFECTIVE DATE: 1/21/20	ISSUED: 1/21/20	APPROVED: <i>[Signature]</i>
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THIMBLE EYE NUT, ANGLE

Figure L  
 THIMBLE EYE NUT, ANGLE

18.0 THIMBLE EYE NUT, ANGLE (SSON0974)

DESIGN FEATURES

- 18.1 Angle Thimbleye shall be used for attaching to 5/8" bolts.
- 18.2 Rounded groove shall protect guy strands from sharp bending and kinking.
- 18.3 The material shall be drop-forged hot dip galvanized steel per ASTM A-153.
- 18.4 Dimensions and requirements are shown on Table 12.

Table 12

GPA INDEX NO.	DESCRIPTION	HOLE SIZE
SSON0974	THIMBLE EYE NUT, ANGLE	5/8"

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19.0 QUALITY CONTROL

- 19.1 The supplier shall have a quality control program to ensure compliance with the requirements of this specification. The program shall be documented and available for GPA's review if requested.

Documentation of the quality control program shall indicate where in the production and manufacturing process the quality checks are taken, describe the purpose of the checks, and describe the nature of the check, e.g. if check is visual only or if electrical or mechanical testing is used.

20.0 PACKING AND SHIPPING

- 20.1 The supplier shall have adequate work and inspection instructions for handling, storage, prevention, packing and shipping to protect the quality of the connectors and to prevent damage, loss and deterioration of the material.
- 20.1 The fastener hardware shall be placed and crated with suitable materials to prevent damage and injury during shipment and handling operations.
- 20.2 The exposed threads on bundled hardware shall be protected by heavy burlap. The nuts of the bolts shall be preassembled to insure proper thread fit and provide extra protection during handling.
- 20.3 Standard packages shall be lightweight for easy handling in the warehouse, storeroom, and field.

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TRANSMISSION & DISTRIBUTION SPECIFICATION

SPECIFICATION No. E-011

FOR

CONDUCTOR CLAMPS, CLEVIS, AND SHIELD

WIRE SUPPORT; STRAIN, STRAIGHT

AND ANGLE

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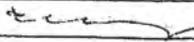
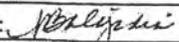
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CONDUCTOR CLAMPS, CLEVIS, AND  
SHIELD WIRE SUPPORT;  
STRAIN, STRAIGHT, AND ANGLE

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1.0	SCOPE
2.0	DEVIATION
3.0	MATERIAL
4.0	DESIGN
5.0	CLAMP, STRAIN ALUMINUM
6.0	CLAMP, STRAIN GALVANIZED
7.0	CLAMP, LINE POST STRAIGHT
8.0	CLAMP, LINE POST ANGLE
9.0	CLAMP STATIC STRAIGHT
10.0	CLAMP, STATIC ANGLE
11.0	CLAMP, STRAIN STATIC
12.0	CLEVIS, SECONDARY
13.0	SHIELD, STATIC WIRE SUPPORT

EFFECTIVE DATE: June 21, 1984 | ISSUED:  | APPROVED: 



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PREPARED BY INFORMATION SYSTEMS DEPARTMENT

1.0 SCOPE:

To describe the design and technical features for the different types of conductor clamps used in GPA overhead construction.

2.0 DEVIATION:

- 2.1 Deviations from this specification or changes in the material or design after the Purchase Order has been placed must be approved by the GPA Engineering Department and acknowledged by an appendix to the specification which shall be issued by a Purchase Order Change Notice.
- 2.2 Units received with deviations or non-conformances which are not acknowledged as specified in Subparagraph 2.1 are subject to rejection. The Supplier of units rejected in this paragraph is responsible for any corrective action including but not limited to materials, labor and transportation necessary to dispose of, or make the units conform to the specification.
- 2.3 Notification of defective units discovered before or after installation that are believed to be inherent to manufacturing problems or workmanship shall be made and forwarded to the Supplier. The description information, disposition and/or follow-up (as appropriate) that GPA expects from the Supplier will be specified. The Supplier's response shall be made within thirty (30) days unless an extension is acknowledged and approved in writing by the GPA Manager of Engineering.

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3.0 MATERIALS:

- 2.1 Aluminum Clamps: The body and keeper shall be of high strength, heat treated, cast aluminum alloy. Connector fittings shall be malleable iron; bolts, U-bolts, nuts, and lock washers, shall be steel. All the ferrous parts shall be hot dip galvanized. Cotter pins shall be stainless steel. All material shall be corrosion resistant and non-magnetic. Clamps are to be used with aluminum conductors.
- 2.2 Malleable Iron Clamps: The body, keeper and connector fittings shall be ASTM Grade No. 35018 malleable iron, and hot dip galvanized. The bolts, U-bolts, nuts, and lockwashers shall be galvanized steel. The cotter pins shall be bronze. All materials shall be corrosion resistant. Clamps are to be used with copper conductors.

4.0 DESIGN:

The clamps shall be lightweight, of rugged design, and have high and slip strength at least 90 percent of the rated breaking strength of any conductors within their size range. The clamp body and keeper shall be smooth surfaced with all edges rounded to prevent conductor damage and formation of corona.

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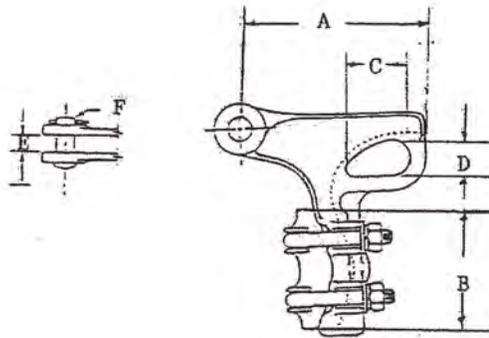
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CLAMP, STRAIN ALUMINUM

5.0 CLAMP, STRAIN ALUMINUM

DESIGN FEATURES

1. The Body and Keeper shall be made of A356-T6 aluminum alloy;  
 Hardware - Hot dip galvanized steel; Cotter Pin - stainless steel;  
 Fittings - Ductile iron hot dip galvanized.
2. The clamp shall be clevis type to be connected to the insulator  
 with a clevis eye.
3. The clamp shall be used for #2 to 2/0 aluminum conductors.

GPA INDEX NO.	COND. DIA INCHES		NO. AND SIZE "U" BOLT	ULTIMATE STRENGTH LBS
	MAX.	MIN.		
SSOC0157	.62	.25	2 1/2"	12,000

DIMENSIONS (INCHES)

A	B	C	D	E	F
5-7/8	3-15/16	1-1/2	1-1/8	15/16	5/8

EFFECTIVE DATE: June 21, 1984

ISSUED:

APPROVED:

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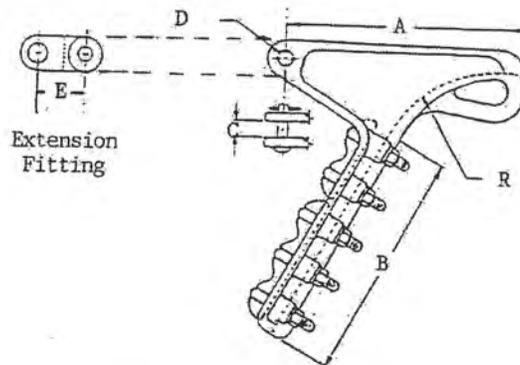
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CLAMP, STRAIN ALUMINUM

5.1 CLAMP, STRAIN ALUMINUM

DESIGN FEATURES

1. The Body and Keeper shall be made of A356-T6 aluminum alloy;  
 Hardware - Hot dip galvanized steel; Cotter Pin - Stainless steel;  
 Fittings - Ductible iron hot dip galvanized.
2. The clamp shall be clevis type to be connected to the insulators with a clevis eye.
3. The clamps shall be used for 4/0 AWG to 927. MCM aluminum conductors.
4. Index No. SSOC0156, and SSOC0178 shall be for 4/0 AWG to 336.4 MCM, and 927 MCM aluminum conductors respectively. The clamp for 927 MCM shall be provided with an extension fitting.

GPA INDEX NO.	COND. DIA INCHES		NO. AND SIZE "U" BOLTS		ULTIMATE STRENGTH LBS.
	MAX.	MIN.			
SSOC0156	.721	.30	4	1/2"	20,000
SSOC0178	1.318	.71	5	5/8"	30,000

DIMENSION - INCHES

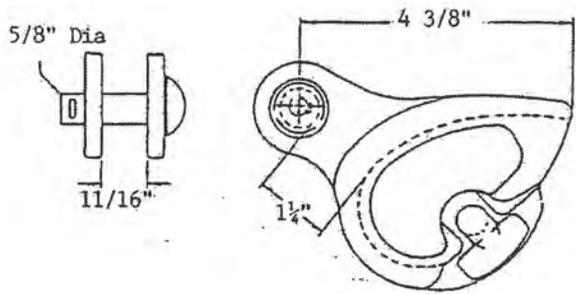
GPA INDEX NO.	DIMENSION - INCHES					
	A	B	C	D	E	R
SSOC0156	10	9-1/2	1	5/8	-	3-3/4
SSOC0178	14-5/16	13-11/16	1-1/2	3/4	2-7/8	7-1/2

EFFECTIVE DATE: June 21, 1984

ISSUED:

APPROVED:

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CLAMP, STRAIN GALVANIZED

6.0 CLAMP, STRAIN GALVANIZED

DESIGN FEATURES

1. Clamp shall be made of cast malleable iron and the J-bolt keeper from drop forged steel. Ferrous parts shall be hot dip galvanized.
2. The clamp shall be clevis type to be connected to the insulator with a clevis eye.
3. The clamp shall be used for #6 to 1/0 copper conductors.

GPA INDEX NO.	COND. DIA. INCHES MAX.	COND. DIA. INCHES MIN.	ULTIMATE STRENGTH LBS.
SSOC0159	.375	.156	8,000

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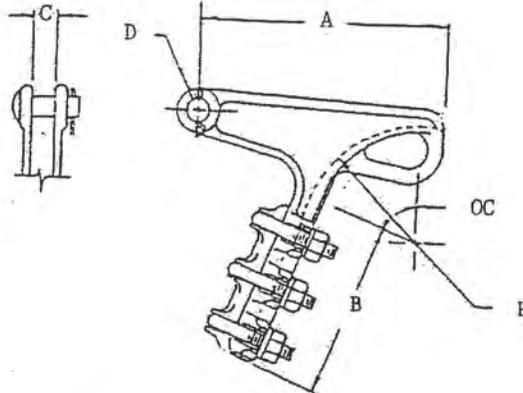
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CLAMP, STRAIN GALVANIZED

6.1 CLAMP, STRAIN GALVANIZED

DESIGN FEATURES

1. The Body and Keeper shall be made of hot dip galvanized ductile iron; Hardware - Hot dip galvanized steel; Cotter Pin - Stainless steel; Fittings - Hot dip galvanized iron.
2. The clamp shall be clevis type to be connected to the insulator with a clevis eye.
3. The clamp shall be used for #2/0 to 4/0 copper conductors.

GPA INDEX NO.	COND. DIA INCHES MAX. MIN.	NO. AND SIZE "U" BOLT	OC DEG.	ULTIMATE STRENGTH LBS
SSOC0158	.68 .30	3 1/2"	80	25,000

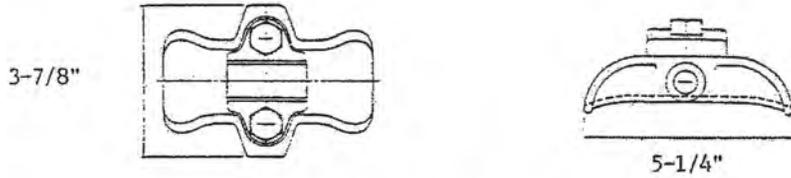
DIMENSION - INCHES

A	B	C	D	R
9	5-5/8	11/16	5/8	4

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CLAMP LINE POST STRAIGHT

7.0 CLAMP, LINE POST STRAIGHT

DESIGN FEATURES

1. Clamps are for use with both upright and horizontally mounted clamp top line post insulators. Clamp shall accommodate conductor diameters ranging from .35" through 1.50" inches.
2. Clamps shall be mounted on a metal cap cemented to the top of the line post porcelain.
3. Straight line clamps shall be designed to hold conductors without damage on tangents and line angles up to 15 degrees when the clamp is installed to bisect the angle (7-1/2" degrees on each side).
4. The clamps shall accommodate vertical angles up to a maximum of 40 degrees (20 degrees each side of clamp).

<u>GPA INDEX NO.</u>	<u>CONDUCTOR DIAMETER MAXIMUM INCHES</u>	<u>CONDUCTOR DIAMETER MINIMUM INCHES</u>
SSOC0172	.84	.35
SSOC0175	1.50	1.00

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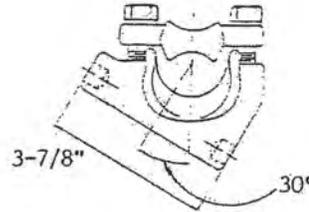
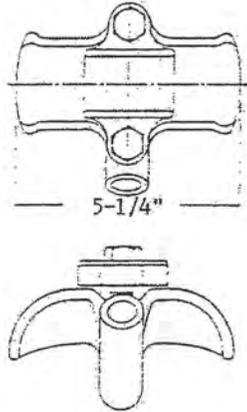
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CLAMP, LINE POST ANGLE

8.0 CLAMP, LINE POST ANGLE

DESIGN FEATURES

1. Angle clamps are used for turning larger angles than are possible with standard clamp.
2. Clamps shall be interchangeable with standard clamp top line clamps designed for use on upright or horizontally mounted.
3. Angle clamps shall be designed to accommodate line angles up to 30 degrees when clamp is installed to bisect line angle (15 degrees each side) and vertical angles to 40 degrees.

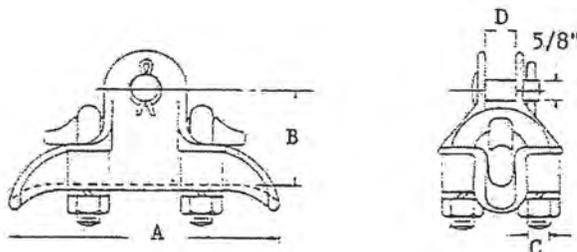
<u>GPA INDEX NO.</u>	<u>CONDUCTOR SIZE MAXIMUM INCHES</u>	<u>CONDUCTOR SIZE MINIMUM INCHES</u>
SSOC0173	.84"	.35"
SSOC0176	1.65"	1.00"

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CLAMP, STATIC STRAIGHT

9.0 CLAMP, STATIC STRAIGHT

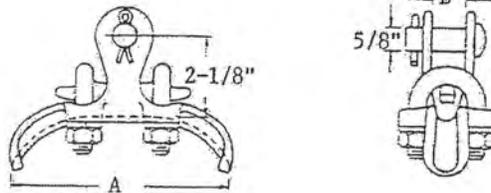
DESIGN FEATURES

1. The clamp body, keeper, and connector fittings shall be malleable iron, hot dip galvanized. The cotter pin shall be bronze.
2. Clamp shall be attached to the structure with any standard link or shackle.
3. Dimensions and requirements are shown on the Table below.

GPA INDEX NO.	CONNECTOR FITTING	CABLE DIA. INCHES		DIMENSIONS, INCHES				ULTIMATE STRENGTH POUNDS
		MAX.	MIN.	A	B	C	D	
SSOC0155	Clevis	.70	.30	7	2-1/4	1/2	25/32	18,000

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CLAMP, STATIC ANGLE

10.0 CLAMP, STATIC ANGLE

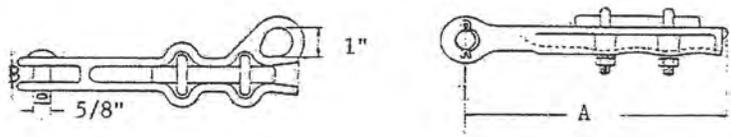
DESIGN FEATURES

1. The clamp body and keeper shall be malleable iron, hot dip galvanized. The cotter pin shall be bronze.
2. Clamp shall be designed for ground wire support where construction requires turning up to 120°.
3. Clamp shall be attached to structure with any standard link or shackle.
4. Dimensions and requirements are:

GPA INDEX NO.	CABLE DIAMETER INCHES		DIMENSIONS INCHES		ULTIMATE STRENGTH POUNDS
	MAX.	MIN.	A	B	
SSOC0161	.70	.30	6	1-1/8	18,000

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CLAMP, STRAIN STATIC

11.0 CLAMP, STRAIN STATIC

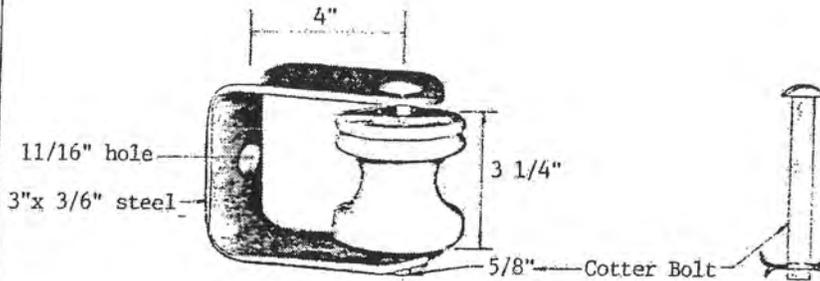
DESIGN FEATURES

1. The clamp body and keeper shall be malleable iron hot dip galvanized. The cotter pin shall be bronze.
2. Clamp shall be used for dead-ending distribution static wire where a strong clamp is required.
3. Clamp shall develop ample holding power for a wide range of copper, aluminum or ACSR primary feeder conductor sizes.
4. Dimensions and requirements are shown on the Table below.

GPA INDEX NO.	CONNECTOR FITTING	CABLE DIAMETER, INCHES		DIMENSIONS INCHES		NO. AND SIZE OF U-BOLTS	ULTIMATE STRENGTH POUNDS
		MAX.	MIN.	A	B		
SSOC0154	Clevis	.62	.30	8-3/8	3/4	2-1/2	10,000

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CLEVIS, SECONDARY  
INDEX NO. SSOC0190

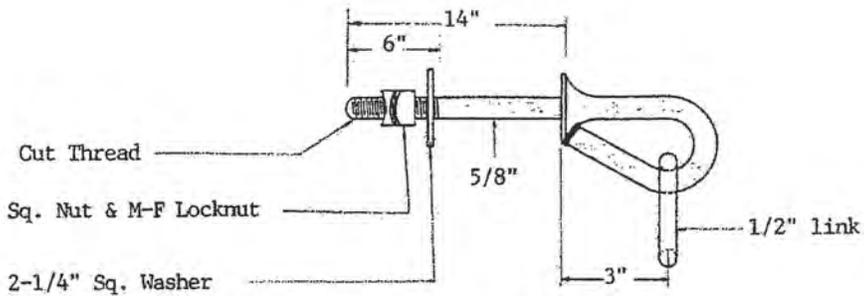
12.0 CLEVIS, SECONDARY

DESIGN FEATURES

1. Clevis shall be made of hot dipped galvanized steel with cotter bolt and pin.
2. Mechanical strength shall be 3,000 pounds.

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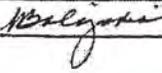


SHIELD, STATIC WIRE SUPPORT

13.0 SHIELD, STATIC WIRE SUPPORT

DESIGN FEATURES

1. Shield wire supports provide an efficient and inexpensive means for supporting static wire clamps.
2. Bracket portion is forged in one piece and the loop and solidly welded complete with link, square washer, square nut and lock nut as shown.
3. Shield wire support shall be hot dip galvanized.
4. Shank length 14 inches and thread length 6 inches.
5. GPA Index No. SSOS1166.

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GUAM POWER AUTHORITY  
Post Office Box 2977  
AGANA, GUAM 96910

TRANSMISSION AND DISTRIBUTION

SPECIFICATION NO. E-014

FOR

Miscellaneous Hardware; Mounting

Stud Angle Brace, Staple,

Strandvise, Guy Guard

Clevis Eye Connector,

Alley Guy, Armor Rod

EFFECTIVE DATE: SEP 21 1984

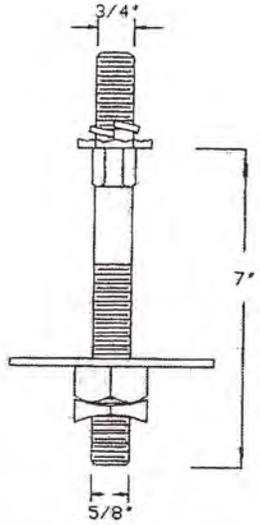
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 <b>GUAM POWER AUTHORITY</b> AGANA, GUAM	Specification No. <u>E-014</u>	PAGE <u>1</u> OF <u>9</u>																				
		Rev. <u>2</u> <u>11/21/91</u>																				
PREPARED BY INFORMATION SYSTEMS DEPARTMENT																						
<p>MISCELLANEOUS HARDWARES; MOUNTING STUD, ANGLE BRACE, STAPLE, STRANDWISE, GUY GUARD, CLEVIS EYE CONNECTOR, ALLEY GUY, ARMOR ROD</p> <p>TABLE OF CONTENTS</p> <table><tr><td>1.0</td><td>Scope</td></tr><tr><td>2.0</td><td>Conformance</td></tr><tr><td>3.0</td><td>Mounting Stud</td></tr><tr><td>4.0</td><td>Angle Brace</td></tr><tr><td>5.0</td><td>Staple</td></tr><tr><td>6.0</td><td>Strandwise</td></tr><tr><td>7.0</td><td>Guy Guard</td></tr><tr><td>8.0</td><td>Clevis Eye Connector</td></tr><tr><td>9.0</td><td>Alley Guy</td></tr><tr><td>10.0</td><td>Armor Rod</td></tr></table>			1.0	Scope	2.0	Conformance	3.0	Mounting Stud	4.0	Angle Brace	5.0	Staple	6.0	Strandwise	7.0	Guy Guard	8.0	Clevis Eye Connector	9.0	Alley Guy	10.0	Armor Rod
1.0	Scope																					
2.0	Conformance																					
3.0	Mounting Stud																					
4.0	Angle Brace																					
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6.0	Strandwise																					
7.0	Guy Guard																					
8.0	Clevis Eye Connector																					
9.0	Alley Guy																					
10.0	Armor Rod																					
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<p>1.0 SCOPE:</p> <p>To describe the design and technical features for the different type of miscellaneous hardware used in the transmission and distribution system of GPA.</p> <p>2.0 CONFORMANCE TO SPECIFICATIONS:</p> <p>2.1 <u>Acceptance Requirements</u></p> <p>2.1.1 Equipment purchased under this specification will be accepted under the requirements specified herein.</p> <p>2.2 <u>Deviations and Nonconformance Requirements</u></p> <p>2.2.1 Deviations from this specification must be approved by the GPA Engineering Department and acknowledged on the Purchase Order by all applicable appendices to the specification.</p> <p>2.2.2 Deviations from this specification or changes in the material or design after a purchase order has been placed must be approved by GPA Engineering Department and acknowledged by an appendix to the specification which shall be issued by a Purchase Order Amendment.</p> <p>2.2.3 Units received with deviations from this specification not acknowledged by 2.2.1 or 2.2.2 are subject to rejection.</p>		
EFFECTIVE DATE: SEP 21 1984	ISSUED: <i>[Signature]</i>	APPROVED: <i>[Signature]</i>

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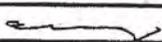
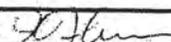
MOUNTING STUDS

INDEX NO. SSDM0953

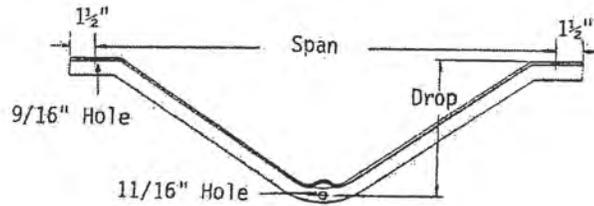
3.0 MOUNTING STUDS

DESIGN FEATURES

1. The mounting studs shall be made of hot dipped galvanized steel suitable for vertical line post clamp-top type insulator.
2. The studs shall be provided with 2 1/2" square washer, nut, lockwasher and locknut all hot dipped galvanized steel for wood crossarm mounting.

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ANGLE BRACE

4.0 ANGLE BRACE:

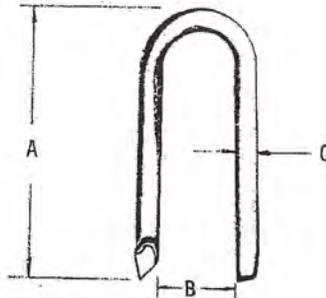
DESIGN FEATURES

1. Brace shall be one piece, angle galvanized steel.
2. Fabrication should be in accordance with ASTM Designation A153 (Standard Specifications for Zinc Coated (Hot Dip) on Iron and Steel Hardware) of the latest revision.

<u>GPA INDEX NUMBER</u>	<u>ANGLE SIZE INCHES</u>	<u>SPAN INCHES</u>	<u>DROP INCHES</u>	<u>ARM HOLE INCHES</u>	<u>POLE HOLE INCHES</u>
SSOBO101	1 1/2 x 1 1/2 x 3/16	48	18	9/16	11/16
SSOBO102	1 3/4 x 1 3/4 x 3/16	60	18	9/16	11/16

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STAPLE

5.0 STAPLE:

DESIGN FEATURES

1. Staples shall be of non-rusting copper-coated metal and used for fastening mouldings and ground wires.
2. Both ends of the staple shall be cut point.
3. Dimensional requirements are shown on the table below.

GPA INDEX NO.	HEIGHT INCHES A	INSIDE WIDTH B	DIAMETER INCHES C
SSOS1311	1-3/8	1/2	.162

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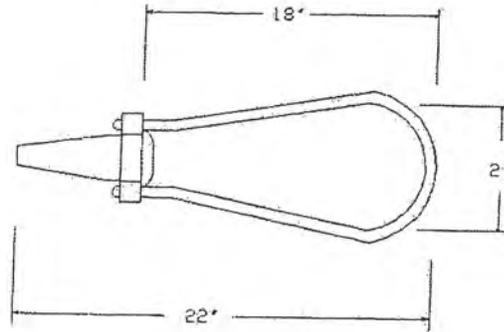
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STRANDVISE

INDEX NO. SSO60680

6.0 STRANDVISE

DESIGN FEATURES

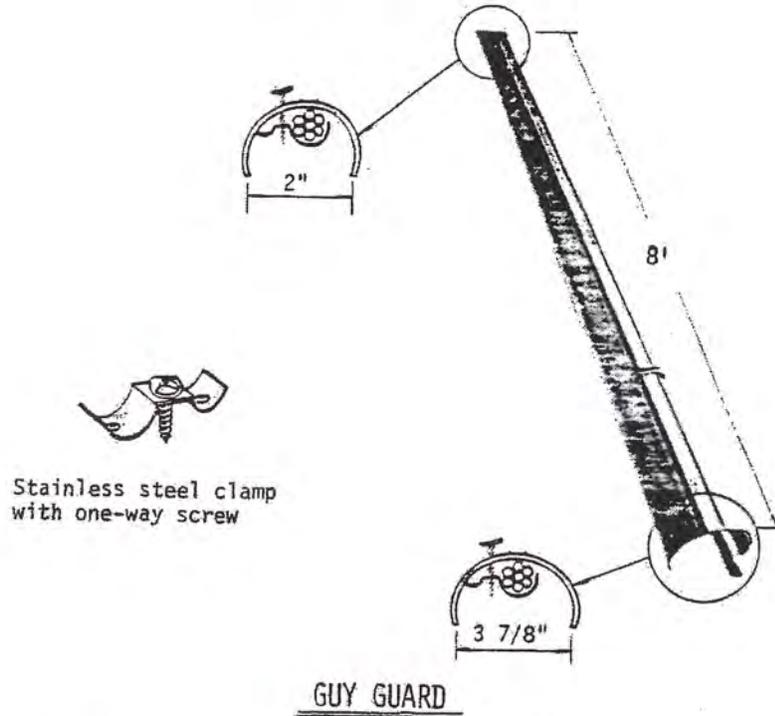
1. The strand vise shall be made for use on 7/16" extra high strength and galvanized guy wire and type S06 strain insulator.

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7.0 GUY GUARD:

DESIGN FEATURES

1. Guy guard shall be acrylic modified PVC material with color retention and high impact resistance at all temperatures.
2. Guy guard must be provided with two easy to install stainless steel clamps one each for top and bottom portions to securely attach the guy guard to the guy wire.
3. Guy guard shall be yellow and 8 ft. long.

GPA Index Number SSOGO674.

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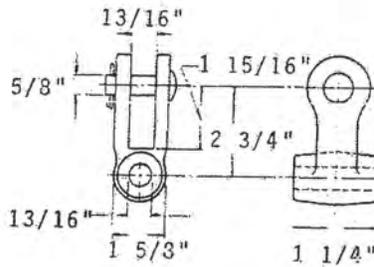
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CLEVIS EYE CONNECTOR

8.0 CLEVIS EYE CONNECTOR:

DESIGN FEATURES

1. Clevis-eye connector fittings shall be AISI No. C-1038 drop forged steel and hot dip galvanized. Cotter keys shall be bronze.
2. Ultimate strength shall be 30,000 lbs heat treated.

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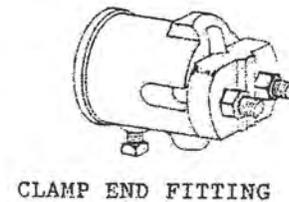
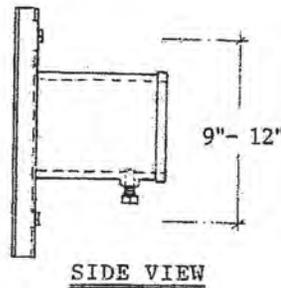
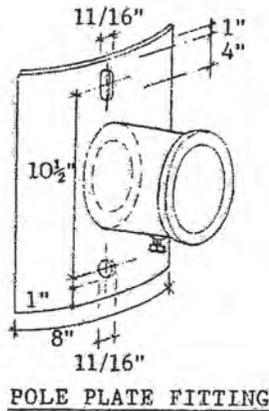
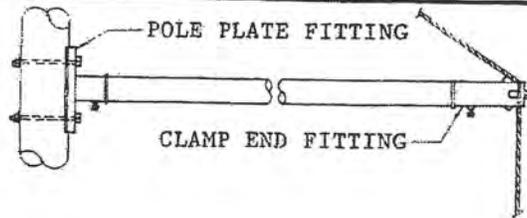
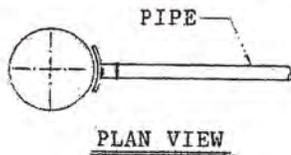
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9.0 ALLEY GUY

DESIGN FEATURES

1. The pole plate and clamp end fittings must be hot dip galvanized malleable iron suitable for a 2" diameter galvanized pipe. The pole plate shall be curved.
2. The clamp end fitting must be made so that guy clamp and accessories are suitable for 3/16" diameter hot dip galvanized guy wire.
3. The pipe must be hot dip galvanized steel 2" diameter and 7' long.
4. The pole plate fitting shall be 1/4" thick and made to provide maximum surface contact with the pole to increase vertical and horizontal stability. The plate shall have one 4" key hole and one 11/16" hole for a 5/8" machine bolt.

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ARMOR ROD

10.0 ARMOR ROD

DESIGN FEATURES

1. The rod shall be made of aluminum alloy for aluminum type conductors.
2. The dimensional stability of the design shall assure lifetime dependability. The rod shall have a permanent glove-tight fit that protects and extends the conductor life expectancy.
3. The helix configuration shall remain resilient and hold securely even under severe operating conditions regardless of sag or angle.
4. The rod shall be smooth and streamlined so as not to create corona problems. Also protection from excessive clamp pressures and aeolian vibration shall assured.

INDEX NO.	CONDUCTOR ALUMINUM	CONDUCTOR DIAMETER RANGE		ROD WIRE DIA. INCHES	ROD LENGTH INCHES
		MIN. INCHES	MAX.		
SSDA0016	2/0	.447	.463	.167	54
SSQA0017	#2	.285	.296	.146	42
SSDA0018	336.4	.656	.679	.182	66
SSQA0019	927.2	1.099	1.139	.310	100

EFFECTIVE DATE: 9/25/91

ISSUED: \_\_\_\_\_

APPROVED: *[Signature]*

 <p>GUAM POWER AUTHORITY AGANA, GUAM</p> <p>PREPARED BY THE ENGINEERING DEPT.</p>	SPECIFICATION No. E-016	REVISION: 6 May 21, 2010
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GUAM POWER AUTHORITY  
P.O. BOX 2977  
AGANA, GUAM 96932

TRANSMISSION & DISTRIBUTION SPECIFICATION

SPECIFICATION NO. E-016

FOR

CONDUCTOR CONNECTORS

EFFECTIVE DATE: 5/21/10	ISSUED: 	APPROVED: 
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PREPARED BY THE ENGINEERING DEPT.		

CONDUCTOR CONNECTORS

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1.0 SCOPE

- 1.1 This specification covers GPA requirements for the different types of overhead line connectors used in the Transmission and Distribution System of GPA.
- 1.2 The connectors are intended for use in tropical weather conditions with a corrosive sea air atmosphere, sustained winds of 155mph with gusts of 180mph and subject to moderate and severe earthquakes.

2.0 APPLICABLE PUBLICATION

The connectors shall meet the requirements of the following standards, including the latest revision with respect to material, design and tests.

2.1 AMERICAN NATIONAL STANDARDS INSTITUTE, INC. (ANSI) STANDARDS

- 486B - Wire connections for use with aluminum conductors.
- C119.4 - Connectors to use between aluminum-to-aluminum or aluminum-to-copper conductors.

3.0 DEVIATIONS AND NON-CONFORMANCE REQUIREMENTS

- 3.1 Deviations from this specification or changes in the material or design after the purchase order has been placed must be approved by the GPA Engineering department and acknowledged by a Purchase Order Amendment issued by GPA.
- 3.2 Units received with deviations or non-conformances that are not acknowledged per Section 3.1 are subject to rejection. The Supplier of rejected units is responsible for any corrective action including but not limited to materials, labor and transportation necessary to dispose of or make the units conform to the specification.
- 3.3 Notification of defective units discovered before or after installation that are believed to be inherent to manufacturing problems or workmanship shall be made and forwarded to the Supplier. The description of the item, documentation of the problem and the described information, disposition and/or follow-up (as appropriate) that GPA expects from the Supplier will be specified. The Supplier's response shall be made within thirty (30) days unless an extension is acknowledged and approved in writing by the GPA Manager of Engineering.

EFFECTIVE DATE: 5/21/10	ISSUED: <i>MS</i>	APPROVED: <i>M. M. M.</i>
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4.0 SUBMITTALS

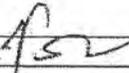
The offeror shall provide with their bid or proposal a written notification of any deviations from this specification. Submittals shall include product and data sheets, part numbers, a statement of compliance to this specification and other relevant information necessary to evaluate the submittal. The acceptance of GPA shall in no way abrogate the requirements of this specification.

5.0 DESIGN

- 5.1 Connectors shall be designed such that they will be installed with a minimum of effort, run cooler than the conductors being joined, and provide optimum performance under all operating conditions.
- 5.2 Spacers when provided shall increase the contact area and prevent excessive distortion and cutting of the stranded conductors.
- 5.3 Connectors shall have flared ends to prevent nicking of the conductors.
- 5.4 Connectors shall be made to provide maximum pressure and assure secure connections on all combinations of run and tap conductors.

6.0 CONSTRUCTION

- 6.1 Connectors shall be made of silicon bronze, copper or aluminum alloy. Material shall be of high strength, and resistant to corrosion, galling and cracking.
- 6.2 Threads shall be chemically treated to minimize friction and have free running nuts to develop maximum clamping pressure.
- 6.3 All materials shall be durable and made of the highest quality to meet the requirements of the intended use.

EFFECTIVE DATE: 5/21/10	ISSUED: 	APPROVED: 
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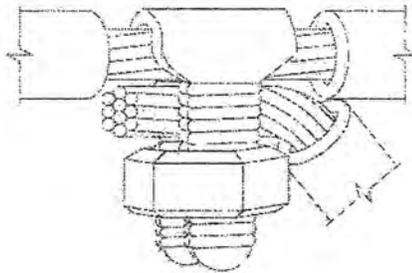


Figure A  
 SPLIT BOLT CONNECTOR

7.0 SPLIT BOLT CONNECTOR

DESIGN FEATURES

- 7.1 Connector shall be compact, high strength, high copper alloy with free-running threads and easy to grip wrench flats.
- 7.2 Dimensions and requirements are shown in Table 1.

Table 1

GPA INDEX NUMBER	RANGE FOR EQUAL RUN AND TAP (AWG)	MINIMUM TAP WITH MAX RUN (AWG)
SSOC0357	#2 Solid - #4/0 Strand	#6 Solid
SSOC0358	#6 Strand - #2 Strand	#14 Strand
SSOC0359	#10 Strand - #8 Strand	#14 Strand
SSOC0360	#4 Strand - #1/0 Strand	#14 Strand
SSOC0361	#2 Strand - #2/0 Strand	#14 Strand
SSOC0362	#2/0 Strand - #500 KCMIL	#2/0 Strand
SSOC0363	#4/0 Strand - #750 KCMIL	#4/0 Strand
SSOC0364	#1 Strand - #250KCMIL	#8 Strand
SSOC0372	#4 Solid - #8 Solid	#14 Solid

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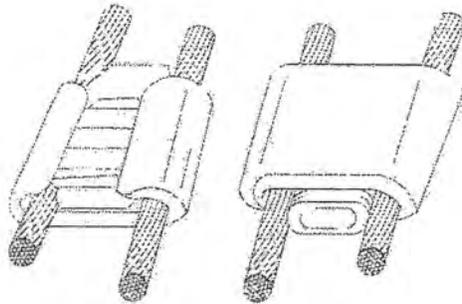
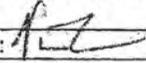


Figure B  
WEDGE CONNECTOR

## 8.0 WEDGE CONNECTOR

### DESIGN FEATURES

- 8.1 For Aluminum Taps: The "C" and wedge shall be made of aluminum alloy. These are to be used to connect solid aluminum and stranded aluminum, Aluminum alloy and stranded aluminum composite conductors including AAC, AAAC, ASCR, ACAR, AW, and ACSR/AW.
- 8.2 For Copper Taps: The "C" shall be made of an aluminum bronze alloy and the wedge made of a copper alloy. These are to be used to connect copper conductors in highly corrosive environments.
- 8.3 A locking tab shall be provided to prevent the wedge from loosening after it has been driven into position. Each connection should allow visual inspection by checking wedge movement and locking tab.
- 8.4 Taps shall allow connecting multiple conductor combinations. Design must be such that there is no damage to the conductor when installing or removing tab.

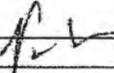
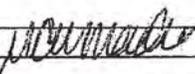
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- 8.5 "C" and wedge shall be factory coated with an inhibitor containing abrasive particles to help clean the contact surfaces during installation.
- 8.6 Individual tap packages shall be imprinted with applicable conductor combinations. Packages and labels shall be color coded to easily match taps with proper tool and shell combination.
- 8.7 Dimensions and requirements are shown in Table 2.

Table 2

GPA INDEX NUMBER	CONNECTOR SIZE AWG
SSOC0268	#1/O Strand - #4 Strand Aluminum
SSOC0269	#1 Strand - #2 Strand Aluminum
SSOC0270	#2 Strand - #4/O Strand Aluminum
SSOC0271	#1/O Strand - #4/O Strand Aluminum
SSOC0272	#4/O Strand - #4/O Strand Aluminum
SSOC0273	#1/O Strand - #2 Strand Aluminum
SSOC0274	#2/O Strand Aluminum - #336 KCMIL
SSOC0275	#4/O Strand - #336 KCMIL
SSOC0276	#927 KCMIL Aluminum
SSOC0405	#336.4-KCMIL - #336.4KCMIL

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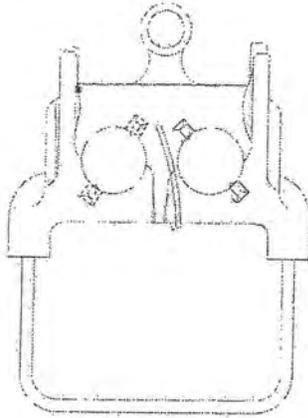


Figure C  
 BAIL CLAMP

9.0 BAIL CLAMP

DESIGN FEATURES

- 9.1 The body casting of the clamp shall be made of strong, lightweight, heat-treated aluminum alloy for compatibility with all-aluminum conductors.
- 9.2 The clamp shall be of the snap-on type with bolts for tightening and for securing the conductor and bail ends to prevent loosening under thermal and vibration effects.
- 9.3 The clamp shall have a contoured main line contact to securely grip the conductor and add to the resilience of the gripping action.
- 9.4 Dimensions & requirements are shown in Table 3

Table 3

INDEX NUMBER	CONDUCTOR RANGE	HARDWARE	BAIL TYPE
SSOC0185	#6 Strand to #1/O Strand	Plated Steel With Eye Nuts	#2 Solid Cu., Plated
SSOC0186	#1/O Strand to #336 KCMIL	Aluminum With Eye Nut	#2/O Solid Cu., Plated

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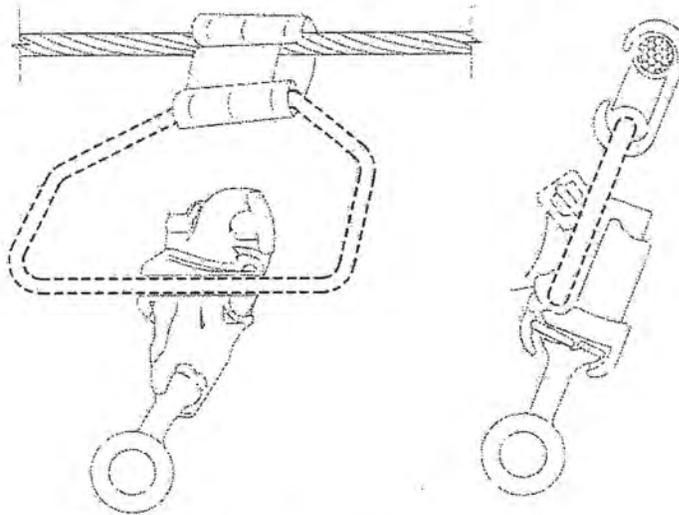


Figure D  
 HOT LINE CLAMP CONNECTOR

10.0 HOT LINE CLAMP CONNECTOR

DESIGN FEATURES

10.1 Clamp shall be cast of high strength, corrosion resistant silicon bronze and plated for use with all combinations of conductor-copper, aluminum, galvanized guy strand, etc.

10.2 Dimensions and requirements are shown in Table 4.

Table 4

GPA INDEX NUMBER	CONDUCTOR SIZE AWG
SSOC0166	#2/O Strand
SSOC0171	#4/O Strand

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Figure E  
 AUTOMATIC SPLICE CONNECTOR

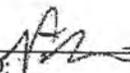
11.0 AUTOMATIC SPLICE CONNECTOR

DESIGN FEATURES

- 11.1 The splicing shall be designed for high tension lines and shall be fully automatic and not of the compressed type.
- 11.2 The connector shall be for solid and stranded-copper conductors.
- 11.3 Dimensions and requirements are shown in Table 5.

Table 5  
 COPPER

GPA INDEX NO.	WIRE SIZE AWG
SSOS1213	#2
SSOS1215	#2/O
SSOS1216	#4/O

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Figure F  
 COMPRESSION SLEEVE SPLICE CONNECTOR

12.0 COMPRESSION SLEEVE SPLICE CONNECTOR

DESIGN FEATURES

- 12.1 Connector must meet industry requirements for full tension splicing per ANSI C119.4.
- 12.2 The splicing shall be designed for high tension lines and shall be compression type.
- 12.3 The connector shall be for stranded aluminum, made of aluminum tubing with a staked-in cable stop.
- 12.4 The connector shall be pre-filled with an anti-corrosive paste to create a gas tight joint and prevent corrosion.
- 12.5 Dimensions and requirements are shown in Table 6.

Table 6

ALUMINUM	
GPA INDEX NO.	WIRE SIZE AWG
SSOS1219	#2 AAAC
SSOS1220	#2/O AAAC
SSOS1212	#336.4 AAC
SSOS1218	#927 AAAC
COPPERWELD - STATIC WIRE	
SSOS1203	3/8" (7#8)

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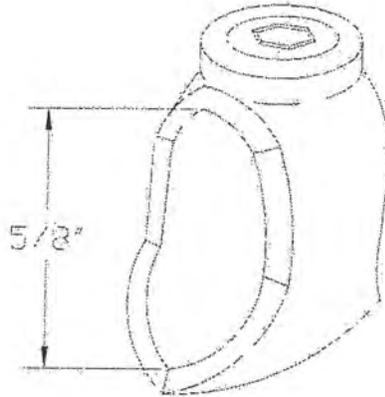


Figure G  
GROUND ROD CLAMP CONNECTOR

13.0 GROUND ROD CLAMP CONNECTOR (SSOG0670)

DESIGN FEATURES

- 13.1 The copperweld ground rod clamps shall provide permanent low-resistance, copper connections.
- 13.2 The connector shall be made with a strong bronze body and especially designed for use with copperweld ground rods. These connectors shall provide a high-pressure contact between the rod and the grounding wire and allow for easy disconnection.
- 13.3 Copperweld ground rod clamps shall be furnished with non-ferrous set screws.
- 13.4 Clamp shall fit 5/8" grounding rod and accommodate the size of ground wires from #1/0 to #8 AWG.

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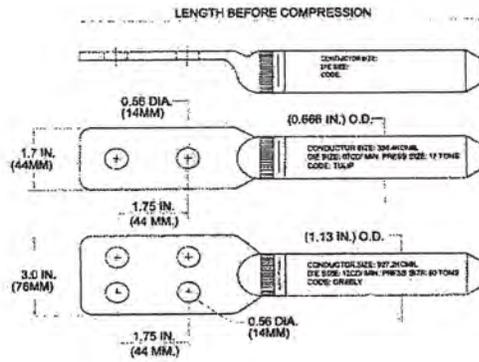


Figure F  
 COMPRESSION JUMPER TERMINAL

14.0 COMPRESSION JUMPER TERMINAL (SSOT 1333)

DESIGN FEATURES

- 14.1 The jumper terminal material shall be Seamless Extruded Aluminum Alloy Tube Hardware-Aluminum Alloy.
- 14.2 Jumper terminals are prefilled with inhibitor. Taper and pad are coated with protective strippable plastic and bore is capped.
- 14.3 Standard hardware shall be stainless steel and includes one 1/2-13 bolt, nut and two washers per .56 diameter hole.
- 14.4 Tongue holes shall follow NEMA spacing. Dimensions and requirements are shown in Table 7.

Table 7

INDEX NUMBER	CONDUCTOR SIZE	LENGTH BEFORE COMPRESSION	PAD WIDTH
SSOT1333	#336.4kcmil (TULIP)	9.2 inches (234mm)	1.7 (44mm) 2 holes
SSOT1336	#927.2kcmil (GREELY)	12.7 inches (323mm)	3.0 (76mm) 4 holes

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15.0 QUALITY CONTROL

- 15.1 The supplier shall have a quality control program to ensure compliance with the requirements of this specification. The program shall be documented and available for GPA's review if requested.

Documentation of the quality control program shall indicate where in the production and manufacturing process the quality checks are taken, describe the purpose of the checks, and describe the nature of the check, e.g. if check is visual only or if electrical or mechanical testing is used.

16.0 PACKING AND SHIPPING

- 16.1 The supplier shall have adequate work and inspection instructions for handling, storage, prevention, packing and shipping to protect the quality of the connectors and to prevent damage, loss and deterioration of the material.
- 16.2 The connectors shall be placed and crated with suitable materials to prevent damage and injury during shipment and handling operations.

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 <p>GUAM POWER AUTHORITY AGANA, GUAM</p> <p>PREPARED BY THE ENGINEERING DEPT.</p>	SPECIFICATION No. E-044	REVISION: 1 October 23, 2009
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GUAM POWER AUTHORITY  
P.O. BOX 2977  
AGANA, GUAM 96932

TRANSMISSION & DISTRIBUTION SPECIFICATION

SPECIFICATION NO. E-044

FOR

**CROSSARMS: WOODEN  
8 FOOT AND 10 FOOT**

EFFECTIVE DATE: 10/23/09	ISSUED: <i>[Signature]</i>	APPROVED: <i>[Signature]</i>
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**CROSSARMS: WOODEN  
 8 FOOT AND 10 FOOT**

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EFFECTIVE DATE: 10/23/09	ISSUED: [Signature]	APPROVED: [Signature]
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1.0 SCOPE

- 1.1 This specification covers GPA requirements for 8' and 10' wooden crossarms used in GPA's Transmission and Distribution System.
- 1.2 The wooden crossarms are intended for use in tropical weather conditions with a corrosive sea air atmosphere, sustained winds of 155 miles per hour with gusts to 180 miles per hour and subject to moderate to severe earthquakes.

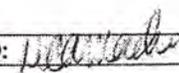
2.0 APPLICABLE PUBLICATIONS

The wooden crossarms must meet the requirements of the following standards, including the latest revision with respect to material, design and tests.

- 2.1 RURAL ELECTRIC ADMINISTRATION (REA)  
BULLETIN 1728H-701
- 2.2 AMERICAN WOOD PROTECTION ASSOCIATION (AWPA) BOOK OF  
STANDARDS 1991

3.0 DEVIATIONS AND NON-CONFORMANCE REQUIREMENTS

- 3.1 Deviations from this specification or changes in the material or design after the purchase order has been placed must be approved by the GPA Engineering department and acknowledged by a Purchase Order Amendment issued by GPA.
- 3.2 Units received with deviations or non-conformances that are not acknowledged per Section 3.1 are subject to rejection. The Supplier of rejected units is responsible for any corrective action including but not limited to materials, labor and transportation necessary to dispose of or make the units conform to the specification.
- 3.3 Notification of defective units discovered before or after installation that are believed to be inherent to manufacturing problems or workmanship must be made and forwarded to the Supplier. The description of the item, documentation of the problem and the described information, disposition and/or follow-up (as appropriate) that GPA expects from the Supplier will be specified. The Supplier's response must be made within thirty (30) days unless an extension is acknowledged and approved in writing by the GPA Manager of Engineering.

EFFECTIVE DATE: 1/1/09	ISSUED: 12	APPROVED: 
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4.0 SUBMITTALS

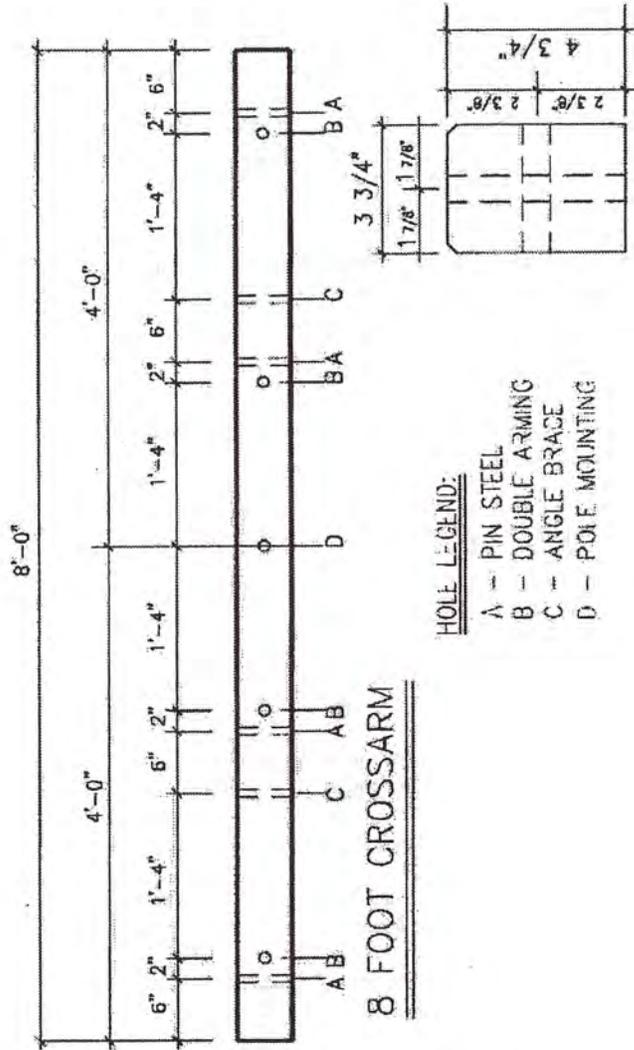
- 4.1 The bidders shall provide with their bid catalogs cuts, part numbers and other relevant information necessary to evaluate the submittal.
- 4.2 GPA shall be allowed two (2) weeks to review and approve documents provided in Section 4.1 without affecting the shipping date. Delays in delivery due to drawings that are disapproved during this review period are the responsibility of the Supplier.
- 4.3 Documents returned to the Supplier as approved shall be considered authorization to proceed with the work. The approval of GPA shall in no way abrogate the requirements of this specification.

5.0 DESIGN

- 5.1 The dimensions and drilling details of crossarms must conform to the drawings as shown in Figures 1 and 2.
- 5.2 Holes must be smoothly bored with no splintering. The center of the hole must be perpendicular to the start and finishing faces.
- 5.3 The shape of the crossarms at any cross section must have the two top edges rounded to a 3/8 inch radius.
- 5.4 The bottom edges of the crossarms shall be slightly eased the entire length to a 1/8 inch radius.
- 5.5 Lateral surfaces of the crossarms must be incised approximately 1/4 inch deep. Their spacing must guarantee consistent application of preservative.
- 5.6 All holes shall be drilled on center lines before treating.
- 5.7 For 8 foot crossarms, all holes shall be 11/16" diameter except the angle brace holes which shall be 9/16" diameter.
- 5.8 For 10 foot crossarms, double arming holes shall be 13/16" diameter. Pin steel and pole mounting holes shall be 11/16" diameter. Angle brace holes shall be 11/16" diameter.

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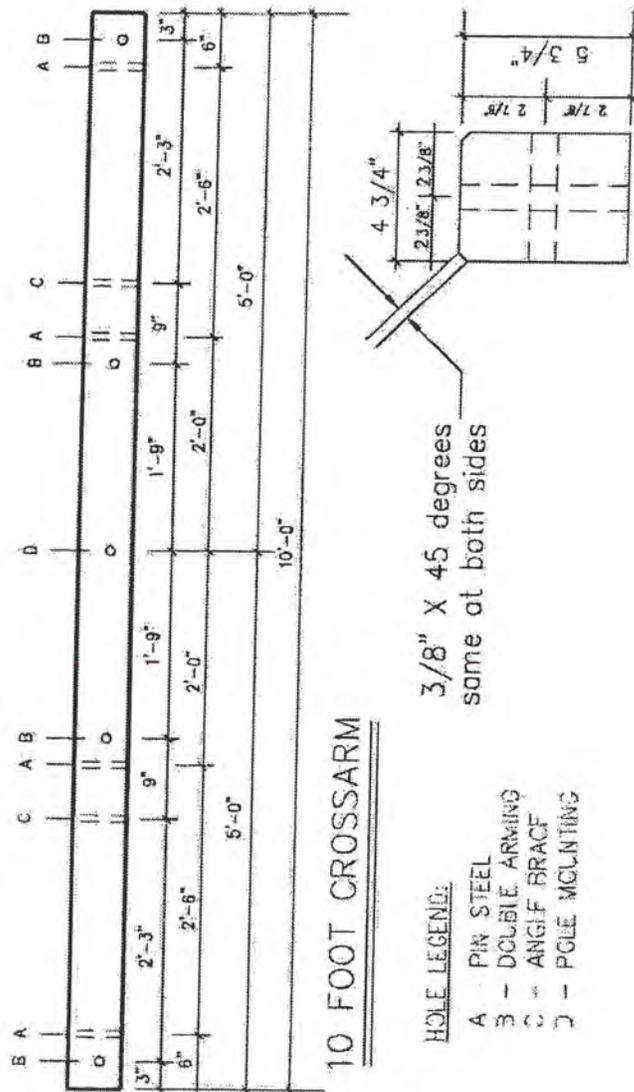


- HOLE LEGEND:**
- A - PIN STEEL
  - B - DOUBLE ARMING
  - C - ANGLE BRACE
  - D - POLE MOUNTING

8 Foot Wood Crossarm Detail  
 Figure 1

EFFECTIVE DATE: 7/1/08	ISSUED: 4/26	APPROVED: <i>[Signature]</i>
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10 Foot Wood Crossarm Detail  
 Figure 2

EFFECTIVE DATE: 10/23/09	ISSUED: [Signature]	APPROVED: [Signature]
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6.0 PRESERVATIVES

- 6.1 The preservative shall be either Creosote or Pentachlorophenol.
- 6.2 Pentachlorophenol must contain not less than 95 percent chlorinated phenols and must conform to AWWA Standard P8.
- 6.3 Creosote must conform to the requirements of AWWA Standard P1.

7.0 CONDITIONING PRIOR TO TREATMENT

- 7.1 Crossarms must be made of lumber which has been kiln-dried with a moisture content of 20 percent or less when dry.
- 7.2 Moisture content shall be measured at 1/4 the length and 1/5 the depth of the crossarm's thickness.
- 7.3 A minimum of 20 crossarms per treating charge must be measured to verify moisture content.

8.0 PRESERVATIVE TREATMENT

- 8.1 Timber products must be treated by either a pressure or a thermal process with the preservative.
- 8.2 Materials shall be conditioned by steaming or heating in hot oil with the following limits:
  - Steam: 3 hours maximum at 220 degrees F.
  - Hot oil: 3 hours maximum at 210 degrees F.
- 8.3 A final steam bath shall be performed for cleaning purposes. The duration of the bath cannot exceed 2 hours and the temperature cannot exceed 240 degrees F.
- 8.4 A quality control designee must test or supervise the testing of each treatment.
- 8.5 The preservative must penetrate 100 percent of the sapwood in crossarms.
- 8.6 A borer core sample must be taken from at least 20 crossarms for each treatment cycle to test for preservative penetration. The borings can be taken from any face except the top face.

EFFECTIVE DATE: <i>10/23/09</i>	ISSUED: <i>[Signature]</i>	APPROVED: <i>[Signature]</i>
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 GUAM POWER AUTHORITY AGANA, GUAM	SPECIFICATION No. E-044	PAGE 7 OF 8
		REVISION: 1 October 23, 2009
PREPARED BY THE ENGINEERING DEPT.		

- 8.7 Crossarms cannot have any tarry, greasy, or sticky material from oil and pentachlorophenol crystallization.
- 8.8 Retreatment shall be done no more than two times.

9.0 MARKINGS

- 9.1 All crossarms must be stamped legibly and to a depth of 1/16 of an inch before treatment. Letters and figures must be at least 1/2 inch in height. The marking must include:
  - a. The manufacturer's identifying symbol.
  - b. Month and year of manufacture.
  - c. Species of timber:
    - DF for Douglas-fir
    - SP for Southern Yellow Pine
  - d. Preservative:
    - C for Creosote
    - P for Pentachlorophenol
  - e. Example:
    - M-7-09      Manufacturer - Month - Year
    - DF-C        Douglas-fir - creosote treated
- 9.2 The stamp must be placed on the wide surface of the crossarm, with letters right side up towards the top of the arm and about 1 foot from the midpoint of the arm. The mark shall be at the same location on all arms of the same type as produced by each producer.

10.0 QUALITY CONTROL

- 10.1 The supplier must have a quality control program to ensure compliance with the requirements of this specification. The program shall be documented and available for GPA's review if requested.
- 10.2 Documentation of the quality control program must indicate where in the production and manufacturing process the quality checks are taken, describe the purpose of the checks, and describe the nature of the check.
- 10.3 The supplier shall be available at the time of delivery to assist GPA warehouse personnel to perform quality control inspections. Inspection failures shall be grounds for rejection of the shipment in whole or in part at the discretion of the GPA representative.

EFFECTIVE DATE: <i>10/23/09</i>	ISSUED: <i>[Signature]</i>	APPROVED: <i>[Signature]</i>
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 GUAM POWER AUTHORITY AGANA, GUAM	SPECIFICATION No. E-044	PAGE 8 OF 8
		REVISION: 1 October 23, 2009
PREPARED BY THE ENGINEERING DEPT.		

11.0 PACKING AND SHIPPING

- 11.1 The supplier must have adequate work and inspection instructions from the manufacturer for handling, storage, packing and shipping to protect the quality of the crossarms and to prevent damage, loss and deterioration of the material.
- 11.2 The crossarms must be packed with suitable materials to prevent damage and injury during shipment and handling operations.

EFFECTIVE DATE: <i>11/16/09</i>	ISSUED: <i>[Signature]</i>	APPROVED: <i>[Signature]</i>
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Written Authorization to release documents  
for Invitation for Bid inclusive of Plans, Bid  
Book, CATEX documents, Engineer's  
Estimate, and Checklist dated  
November 29, 2013



The Honorable  
**Eddie Baza Calvo**  
 Governor

The Honorable  
**Ray Tenorio**  
 Lieutenant Governor



**public works**  
 DIPATAMENTON CHE'CHO' PUPLEKO  
**CARL V. DOMINGUEZ**

Director  
**JESSIE B. PALICAN**  
 Deputy Director

November 29, 2013

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

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

**Ref: Bile/Pigua Bridge Replacement**  
**Project No. GU-NH-NBIS(007)**

Dear Mr. Wong:

This is to request your approval authorization to release documents to the solicitation Invitation for Bid (IFB) for the referenced project. Attached for your files and records are Plans, Bid Book, CATEX documents, Engineer's Estimate, and checklists for the project.

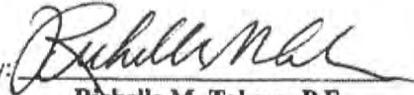
Your immediate response will be greatly appreciated. If you have any questions, please contact Joaquin R. Blaz, Acting Program Administrator for the Division of Highways at (671) 649-3128.

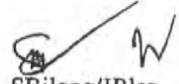
Sincerely,

  
**CARL V. DOMINGUEZ**

Attachments

I CONCUR: Date: 12/2/13  
 Abraham Wong  
 Division Administrator

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

  
 SBilong/JBlaz

# DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS GOVERNMENT OF GUAM

BILE / FIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)					
GUAM DEPARTMENT OF PUBLIC WORKS					
W/LANE	TERRITORY	PROJECT	ISSUED	PROJECT NO.	SCALE
MERIZO	GUAM	GU-NH-NBIS(007)	TB-1	1	
REVISION	DATE	BY	DESCRIPTION		APPROVED

## PLANS FOR BILE / FIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE) PROJECT NUMBER: GU-NH-NBIS(007)

<p style="text-align: center;"><b>PROJECT DESCRIPTION</b></p> <p>THE PROJECT INVOLVES THE RECONSTRUCTION AND WIDENING OF THE BILE AND FIGUA BRIDGES TO ADDRESS THE IMMEDIATE CONCERNS TO THE STRUCTURAL INTEGRITY OF BOTH EXISTING BRIDGES. THE BRIDGES ARE APPROXIMATELY 730 FEET APART AND LOCATED WITHIN THE VILLAGE OF MERIZO IN THE SOUTHERN PART OF GUAM ALONG ROUTE 4. THESE BRIDGES WILL BE CONSTRUCTED WITH AN INCREASED SPAN TO WIDEN THE EXISTING RIVER OPENING AT THE BRIDGES. THE SCOPE OF IMPROVEMENTS ENTAILS THE DEMOLITION OF EACH BRIDGE, WHICH WILL BE ACCOMPLISHED IN TWO PHASES, AND THE CONSTRUCTION OF A TWO LANE BRIDGE WITH SHOULDERS, BRIDGE RAILS AND GUARDRAILS ALL WITHIN THE CONFINES OF THE RIGHTS-OF-WAY ALONG THE EXISTING ROUTE 4 CORRIDOR. INCLUDED WITH THIS SCOPE IS THE REQUIRED REAL ESTATE ACQUISITIONS AND SEVERANCE MAPS TO ACQUIRE THE RIGHT-OF-WAY CORRIDOR BY THE GOVERNMENT. IN ADDITION, THE ROAD APPROACHES TO THE BRIDGES WILL BE RECONSTRUCTED AND WIDEN TO INCLUDE, ASPHALT CONCRETE PAVEMENT APPROACH RAMP, PAVED SHOULDERS, INSTALLATION OF AMPLE WARNING AND TRAFFIC REGULATORY SIGNAGE AND PAVEMENT MARKERS AND MARKINGS TO DIRECT VEHICULAR MOVEMENT THROUGHOUT THE LIMITS OF THIS PROJECT SITE, AND ANY OTHER ROADWAY APPURTENANCES, WHERE APPLICABLE, TO PROVIDE FOR A COMPLETE, USABLE AND SAFE FACILITY.</p>	<p style="text-align: center;"><b>LOCATION MAP</b></p>	<p style="text-align: center;"><b>VICINITY MAP</b></p>																		
<p><b>DESIGN CRITERIA:</b></p> <p>THE GOVERNMENT PROVIDED THE FOLLOWING DESIGN CRITERIA TO SUPPORT THE PROPER DESIGN OF THE PROJECT, AS FOLLOWS:</p> <table style="width: 100%; border: none;"> <tr> <td>ADT (AVERAGE DAILY TRAFFIC)2008</td> <td>2,500 VPD</td> </tr> <tr> <td>ADT (AVERAGE DAILY TRAFFIC)2030</td> <td>3,400 VPD</td> </tr> <tr> <td>DHV (DESIGN HOURLY VEHICLE)</td> <td>340 VPH</td> </tr> <tr> <td>V (DESIGN SPEED)</td> <td>25 MPH</td> </tr> <tr> <td>D (DIRECTIONAL FACTOR)</td> <td>55/45</td> </tr> <tr> <td>T (PERCENTAGE OF TRUCKS)</td> <td>3.5%</td> </tr> <tr> <td>e (RATIO OF SUPERELEVATION)</td> <td>4% (MAXIMUM)</td> </tr> <tr> <td>ROAD CLASSIFICATION</td> <td>MINOR ARTERIAL</td> </tr> </table>	ADT (AVERAGE DAILY TRAFFIC)2008	2,500 VPD	ADT (AVERAGE DAILY TRAFFIC)2030	3,400 VPD	DHV (DESIGN HOURLY VEHICLE)	340 VPH	V (DESIGN SPEED)	25 MPH	D (DIRECTIONAL FACTOR)	55/45	T (PERCENTAGE OF TRUCKS)	3.5%	e (RATIO OF SUPERELEVATION)	4% (MAXIMUM)	ROAD CLASSIFICATION	MINOR ARTERIAL	<p style="text-align: center;"><b>CIVIL</b></p> <div style="text-align: center;"> <p style="font-size: small;">I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION DATE: 11/29/13</p> </div>	<p style="text-align: center;"><b>STRUCTURAL</b></p> <div style="text-align: center;"> <p style="font-size: small;">I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION DATE: 11/29/13</p> </div>	<p style="text-align: center;"><b>ELECTRICAL</b></p> <div style="text-align: center;"> <p style="font-size: small;">I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION DATE: 11/29/13</p> </div>	<p><b>RECOMMEND APPROVAL:</b></p> <div style="text-align: right;"> <p>11/27/2013 DATE</p> </div> <p>EUGENE A. NIEMASZ, P.E. ACTING CHIEF ENGINEER - HIGHWAYS DEPARTMENT OF PUBLIC WORKS GOVERNOR'S TEMPORARY APPOINTMENT 11/8/2013</p> <p><b>APPROVED BY:</b></p> <div style="text-align: right;"> <p>11/29/13 DATE</p> </div> <p>CARL V. DOMINGUEZ DIRECTOR DEPARTMENT OF PUBLIC WORKS</p> <div style="text-align: right; border: 1px solid black; padding: 2px; font-size: x-small;"> <p><b>DCA</b></p> <p>DEPARTMENT OF CIVIL AND ARCHITECTURAL ENGINEERING</p> <p>CONSTRUCTION MANAGEMENT &amp; PLANNING</p> <p>ENVIRONMENTAL SERVICES &amp; RELEVATORY</p> <p>DEVELOPMENT CONSULTATION</p> <p>1200 P.O. BOX 10000, TITUSVILLE, FL 32780</p> </div>
ADT (AVERAGE DAILY TRAFFIC)2008	2,500 VPD																			
ADT (AVERAGE DAILY TRAFFIC)2030	3,400 VPD																			
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e (RATIO OF SUPERELEVATION)	4% (MAXIMUM)																			
ROAD CLASSIFICATION	MINOR ARTERIAL																			



**PS&E CHECKLIST**

**DESIGN ENGINEER**

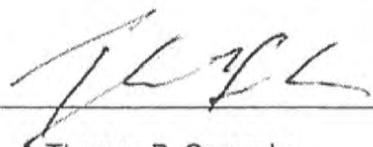
<b>Project Name:</b>	<b>Bile and Pigua Bridge Replacement (Construction Phase)</b>
DPW Project No.:	GU-NH-NBIS(007)
Fed Aid No.:	
DPW Project Mgr.:	
A/E Project Mgr.:	<i>Thomas P. Camacho</i>
Date:	<b>November 25, 2013</b>

No.	Checklist:	YES, N/A or Date Completed	Comments
<b>Plans</b>			
P-1	Appropriate Signatures on Title Page	Yes	
P-2	Designed by, Drawn by, and Checked by Annotations	Yes	
P-3	Plans properly Sealed by Engineer of Record	Yes	
P-4	Revisions Properly Shown and Approved	N/A	
P-5	Project Title and Project Number agree with Special Provisions and TTIP	Yes	
P-6	Adherence to CADD Manual	Yes	
P-7	ADA Compliance	N/A	
P-8	Boring Log Included	Yes	
P-9	Construction Phasing Plans Included	Yes	
P-10	Appropriate Basis of Bearings, Horizontal and Vertical Datums Specified	Yes	
P-11	Construction Easements Properly Shown and Referenced	Yes	

P-12	Existing Utilities Shown	Yes	
P-13	Water Quality & Erosion Control BMPs Included	Yes	
P-14	Temporary Traffic Control Plans Included	Yes	

Special Contract Requirements			
S-1	Special Provisions properly Sealed by Engineer of Record	Yes	
S-2	Unit Costs addressed for all non-Standard Items	Yes	
S-3	Complete Description of Work and Measurement and Method of Payment for All Non-Standard Items	Yes	
S-4	Lump Sum Unit Cost Appropriate for Item of Work	Yes	
S-5	Salvage Requirements	N/A	

Cost Estimate			
C-1	Estimate Includes Proper Amounts for Mobilization and Engineering	Yes	
C-2	Quantities Match Summary of Quantities Sheet	Yes	
C-3	Design Calculations reviewed	Yes	
C-4	Final Estimate Reviewed and Approved <b>Approval Date: (11-25-13)</b>	Yes	

PM Signature: 

Print Name: Thomas P. Camacho



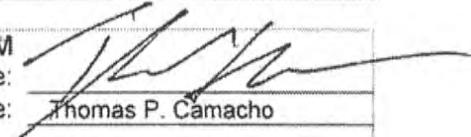
**PS&E CHECKLIST**

**PROGRAM MANAGEMENT**

<b>Project Name:</b>	<b>Bile and Pigua Brdige Replacement (Construction Phase)</b>
DPW Project No.:	GU-NH-NBIS(007)
Fed Aid No.:	
DPW Project Mgr.:	
A/E Project Mgr.:	<i>Thomas P. Camacho</i>
Date:	<b>November 25, 2013</b>

No.	Checklist:	YES, N/A or Date Completed	Comments
<b>Design File</b>			
D-1	Design Criteria Summary	Yes	
D-2	Design Exception Approval for the following Criteria:	N/A	
D-2a	> Design Speed	N/A	
D-2b	> Lane Width	N/A	
D-2c	> Shoulder Width	N/A	
D-2d	> Bridge Width	N/A	
D-2e	> Structural Capacity	N/A	
D-2f	> Horizontal Alignment	N/A	
D-2g	> Vertical Alignment	N/A	
D-2h	> Grade	N/A	
D-2i	> Stopping Sight Distance	N/A	
D-2j	> Cross Slopes	N/A	
D-2k	> Superelevation	Yes	FHWA Approval February 22, 2011 (see attached)
D-2l	> Vertical Clearance	N/A	
D-2m	> Horizontal Clearance	N/A	
D-3	Signal Warrant Analysis Performed	N/A	
D-4	T S & L Study Completed	N/A	
D-5	Pavement Design Report Completed	Yes	
D-6	Drainage Report Completed	Yes	
D-7	Geotechnical Report Completed	Yes	
D-8	Right-of-Way Certification Submitted <b>Date Approved: Pending</b>	Yes	Anticipated prior to December 2013 bid release.
D-9	Federal Aid System Roadway	Yes	
D-10	Does the Project file include unit bid	Yes	

	price justification?		
D-11	Addendums Clearly Shown	N/A	
D-12	Proprietary Item Justification	N/A	
D-13	Justification for Mandatory Waste Sites and/or Material Sources	N/A	
D-14	Executed Cost Sharing Agreements	Yes	Pending agreement with GPA, GTA and GWA anticipated prior to construction NTP
D-15	VE Analysis Performed	N/A	
D-16	FAA Approval for Clearance Area Encroachment Submitted	N/A	
D-17	Lump Sum Breakdowns in Project File	Yes	
D-18	Environmental Clearance Documentation Submitted <b>NEPA Class: CE-D</b>	Yes	FHWA approval April 24, 2012
D-19	Required Permits Submitted:		
D-19a	>Permit 404	Yes	Pending (anticipated prior to construction NTP)
D-19b	>Permit 401	Yes	Pending (anticipated prior to construction NTP)
D-19c	>NPDES Permit	N/A	Contractor will apply
D-19d	>Other Permits	CZMA/ Section 106 APE Amendment	Pending (anticipated prior to construction NTP)
D-20	Executed Utility Agreements	Yes	Pending agreement with GPA, GTA and GWA anticipated prior to construction NTP
D-21	Other _____		

PM  
Signature:   
Print Name: Thomas P. Camacho



**PS&E CHECKLIST**

ISSUING AGENCY

<b>Project Name:</b>	<b>Bile and Pigua Bridge Replacement (Construction Phase)</b>
<b>DPW Project No.:</b>	GU-NH-NBIS(007)
<b>Fed Aid No.:</b>	
<b>DPW Project Mgr.:</b>	<i>[Signature]</i>
<b>A/E Project Mgr.:</b>	Thomas P. Camacho
<b>Date:</b>	November 25, 2013

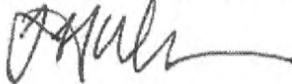
No.	Checklist:	YES, N/A or Date Completed	Comments
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Design File			
A-1	Justification for Incentive Pay	N/A	
A-2	Justification for Disincentive Penalty	N/A	
A-3	Program management checklist complete	Yes	
A-4	Design Engineer checklist complete	Yes	
A-5	Other _____	N/A	

Special Contract Requirements			
S-1	DBE Goals Specified and Forms Included	N/A	
S-2	Training Goals Specified	Yes	
S-3	Required Contract Provisions for Federal Aid Construction Contracts	Yes	
S-4	Required Wage Rates	Yes	
S-5	Copy of Non-Collusion Affidavit and Certification for Federal Aid Contracts Included	Yes	
S-6	Proposal Signature Page Included	Yes	

S-7	Warranty	N/A	
S-8	List of Events Requiring Non-Working Days	Yes	
S-9	Bonding Requirements	Yes	
S-10	Sub-Contractor Disclosure	Yes	

DPW Chief Engineering Signature: _____
Print Name: _____

Recommended for Approval  
 27-Nov-13

Log of Distribution  
of Invitation for Bid dated  
December 03, 2013

f

**LOG OF DISTRIBUTION**  
**INVITATION FOR BID (IFB)**  
**DECEMBER 3, 2013**

PROJECT NAME: PROJECT NO.:		BILE / FIGUA BRIDGE REPLACEMENTS GU-NH-NBIS(007)						
NAME OF FIRM	ADDRESS/P.O. BOX	TEL NO.	FAX NO.	NAME IN PRINT	EMAIL	DATE	REMARKS DPW USE ONLY	
1. IMCO General Const., Inc.	P.O. BOX 326607 Hagatna, Guam 96932	477-3405	477-3407	Edgardp G. Santos	esantos@imcoconstruction.com	12/03/13	Issued Disk #1	
2. Core Tech International Corp.	388 South Marine Corps Drive, Suite 400 Tamuning, Guam 96913	473-5000	473-5500	Rez Dagombay	rez.dagombay@coretechintl.com	12/05/13	Issued Disk #2	
3. Reaction Co.	P.O. BOX 22917 GMF Barrigada, Guam 96921	477-1018	477-1019	Joann Duenas	joann@reaction.com	12/12/13	Issued Disk #3	
4. Korando Corporation	P.O. BOX 20538 GMF Barrigada, Guam 96921	649-7880	649-7882	Joni Palma	joni_korando@teleguam.net	12/13/13	Issued Disk #4	
	P.O. BOX 20538 GMF Barrigada, Guam 96921	649-7880	649-7882	Patty Jaleco	admin_korando@teleguam.net	1/8/14;2/7/14	downloaded online	
5. Guam Construction Co., Inc.	P.O. BOX 203085 GMF Barrigada, Guam 96921	647-3001	647-3005	Kennedy Macatuno	guconst@ite.net	12/13/13	Issued Disk #5	
6. CRW Trading, Inc.	PMB 791, Ste. 101, 1270 N. Marine Corps Drive Tamuning, GU 96913	649-1248	649-1246	Roy Dima-ala	roy@crwguam.com	12/13/13	Issued Disk #6	
	PMB 791, Ste. 101, 1270 N. Marine Corps Drive Tamuning, GU 96913	649-1248	649-1246	Craig Weymouth	crw@guam.net	12/12/13	downloaded online	
7. Healy Tibbitts Builders, Inc.	674 Harmon Loop Road #212 Dededo, Guam 96929	685-6021	633-4545	Cristian Wise	ctwise@healytibbitts.com	12/23/13	Issued Disk #8	
8. Hawaiian Rock Products	1402 Route 15 Mangilao, Guam 96913	734-2971	734-3744	Jay Sevilla	jsevilla@hawaiianrock.com	01/07/14	Issued Disk #9	
9. IBCM	P.O. BOX 21149 GMF Barrigada, Guam 96921	653-4026	653-4032	Rolly Tibayan	rtibayan@intlbridgecorp.com	01/08/14	Issued Disk #10	
	P.O. BOX 21149 GMF Barrigada, Guam 96921	653-4026	653-4032	F. Baytic	fbaytic.ibcm@gmail.com	01/07/14	downloaded online	
10. DCK WW	P.O. BOX 20429 GMF Barrigada, Guam 96921	647-5500	647-5600	Jesse Pangelinan	jppangelina@dckww.com	12/16/13	downloaded online	
	P.O. BOX 20429 GMF Barrigada, Guam 96921	647-5500	647-5600	RG Brown	rgbrown@dckww.com	12/13/13	downloaded online	
11. Watts Constructors, LLC	674 Harmon Loop Road Suite 212 Dededo, Guam 96929	300-9030	633-4545	Loretta Lujan	loretta.lujan@watts.con.com	12/13/13	downloaded online	
12. BBR Micronesia Corporation	1998A EMPSCO Building, Route 16 Dededo, Guam 96929	633-7261	633-7260	LM Cristobal	bbrlmcrystal@aim.com	12/13/13;12/14	downloaded online	
13. HDR, Inc.	134 W. Soledad Ave., BOH Building, Suite 404 Hagatna, Guam 96910	989-5558	989-5557	N. Manley	nmanley@hdrinc.com	12/13/13	downloaded online	
14. EMPSCO Engineering Consultants	1998 EMPSCO Bldg. Suite C, 2nd Flr., Dededo, Guam 96929	638-4716	638-2136	Jun Capulong	juncapulong@empSCO.net	12/13/13	downloaded online	
15. Contech	9025 Centre Pointe Drive West Chester, OH 45069	800-338-1122	614-429-1774	J. Leach	jleach@conteches.com	12/13/13	downloaded online	
	9025 Centre Pointe Drive West Chester, OH 45069	800-338-1122	614-429-1774	CK Rugger	ckrugger@conteches.com	12/12/13	downloaded online	
16. Atlas Sales Company	348A Puuhale Road Honolulu, HI 96819	808-841-1111	808-841-6400	Ronnie	ronnie@atlas-sales.com	12/13/13	downloaded online	
17. NIPPO USA, Inc.	P.O. BOX 22319 GMF Barrigada, Guam 96921	653-7077	653-7077	Nimfa Torillo	ntorillo@nipPO-c.com	12/12/13	downloaded online	
	P.O. BOX 22319 GMF Barrigada, Guam 96921	653-7077	653-7077	Arvin Cubacub	acubacub@nipPO-c.com	01/02/14	downloaded online	
18. Brique Construction, Inc.	P.O. BOX 6626 Tamuning, Guam 96931	483-0900	483-0900	Allen Kim	allen-kim@live.com	12/12/13	downloaded online	
19. Black Construction Corp.	P.O. BOX 24667 GMF Barrigada, Guam 96921	646-4861	646-9086	Cindy Urbano	cindy@blackguam.com	12/12/13	downloaded online	
20. IMS	945 Hornblend San Diego, CA 92109	858-490-6521	858-490-8811	Dustan Beity	federal@imsinfo.com	12/12/13	downloaded online	
21. Reliable Builders Inc.	P.O. BOX 7536 Tamuning, Guam 96931	646-1516	649-6060	Albert Tumanday	info@reliablebuilders.com	12/13/13	downloaded online	
	P.O. BOX 7536 Tamuning, Guam 96931	646-1516	649-6060	T. Smith / A. Tumanday	smithtom818@yahoo.com	12/13/13	downloaded online	
22. BCI Group	520 Lutwyche Rd. Lutwyche, Australia 4030	(617)318-8669	(617)363-4855	Arhay Fukuchi	a.fukuchi@bciaustralia.com	12/18/13	downloaded online	
23. AIT Bridges	Target Technology Center 20 Godfrey Drive Orono, ME 04473	207-866-6526	207-866-6501	Ken Sweeny	ken@aitbridges.com	12/19/13	downloaded online	
	Target Technology Center 20 Godfrey Drive Orono, ME 04473	207-866-6526	207-866-6501	Tim	tim@aitbridges.com	12/20/13	downloaded online	

4

# Invitation for Bid for Bile/Pigua Bridge Replacement Project

**INVITATION FOR BID**

The Governor of Guam, Honorable Eddie Baza Calvo, through the Department of Public Works, is soliciting bids for **BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE) PROJECT NO.: GU-NH-NBIS(007)**. Interested parties are required to submit two (2) copies and one (1) original of their sealed bids to the Division of Highways Building, Room 201, 2<sup>nd</sup> Floor, Department of Public Works Office, 542 North Marine Corps Drive Upper Tumon, Guam 96913, no later than 2:00 p.m., on February 12, 2014. Bids will be publicly opened and read aloud shortly afterwards in the Department of Public Works Division of Highways Building, Conference Room.

Contract time is **450 calendar days** after issuance of Notice to Proceed. All bids must be accompanied by a bid security in the amount of 15% of the total bid amount. Bid security may be made by a bid bond, certified check, or cashier's check made payable to the Treasurer of Guam. Documents can be obtained from the Department of Public Works, Division of Highways Building commencing on **December 3, 2013**. The surety companies offered must be on the approved listing by the United States Department of Treasury listed as "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies".

All interested parties are hereby notified that minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color and national origin in consideration for an award.

The right is reserved to reject any or all bids and to waive any imperfection in the bids in the best interest of the Government of Guam.

A pre-bid conference will be held on **December 10, 2013** at 9:00 a.m. at the Department of Public Works, Division of Highways Building Conference Room. An investigation of the site to allow prospective bidders to familiarize themselves with said project will be conducted after the pre-bid conference. All prospective bidders are encouraged to attend. Items discussed during the pre-bid conference will be made part of the contract documents.

  
**CARL V. DOMINGUEZ**  
Director  
Department of Public Works

EN

## LABOR STANDARDS

### 1. PURPOSE AND SCOPE

These regulations are intended to aid in the enforcement of the minimum wage provisions of Public Law 10-143, Section 10307 dealing with Government of Guam assisted construction.

These regulations apply to any contract which is subject to Federal (or Local) Wage Standards and which is for the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the Government of Guam.

These regulations detail the obligation of Contractors and Subcontractors relative to the weekly submission of Statement regarding the wages paid for work covered by Public Law 10-143, Section 10300, Subsection A, thereby, sets for the circumstances governing the making of payroll deductions from wages of those employed on such work.

### 1. DEFINITIONS

As used in these regulations:

- 2.1. The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials or servicing and maintenance work. The terms include without limitations buildings, structures and improvements of all types, such as bridges, dams, highways, parkways, streets, tunnels, sewers, mains, powerlines, pumping stations, airports, terminals, docks, piers, wharves, ways lighthouse, buoys, jetties, breakwaters, levees and canals, dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with *fabrication or manufacture* at the site of such as building or work as described in the foregoing sentence, the manufacturer or furnisher of materials, articles, supplies or equipment (whether or not Government of Guam Agency acquired title to such materials, articles, supplies or equipment during the course of the manufacturer or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.
- 2.2. The terms "construction", "prosecution", "completion" or "repair" mean all types of work done on a particular building or work at the site thereof including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies or equipment at the site of the building or work, by persons employed at the site by the contractor or subcontractor.
- 2.3. The terms "public building" or "public works" include building or work for whose construction, prosecution, completion or repair as defined above. A Government agency is a contracting party, regardless of whether title thereof is in a Government agency.
- 2.4. The term "building" or work financed in whole or in part by loans or grants from the Government" includes building or work for whose construction, prosecution, completion or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Government agency. The term does not include building or work for which Government assistance is limited solely to loan guarantees or insurance.
- 2.5. Every person paid by a Contractor or Subcontractor in any manner for his labor in the construction, prosecution, completion or repair of a public building or public work or building, or work financed in whole or in part by loans or grants from the Government is

Bid Conference  
Attendance Sheet dated  
December 10, 2013



The Honorable  
Eddie Baza Calvo  
Governor

The Honorable  
Ray Tenorio

**Project Name:** BILE/PIGUA Bridge Replacements  
**Project Number:** GU-NH-NBIS(007)  
**Subject:** Pre-bid Conference  
**Location:** Division of Highways Conference Room, 2<sup>nd</sup> Flr., Rm. 201, DOH Building, Departme  
**Date, Time:** Tuesday, December 10, 2013, 9:00 a.m.

ATTENDANCE SHEET

#	Name /Initial	Company	Tel.	
1	Joseph F. Diaz JB	Parsons Brinckerhoff	646-6872	diazj@p
2	Jim Mischler	Parsons Brinckerhoff, Inc	988-6987	mischler
3	RAYMOND MEYER	PARSONS BRINCKERHOFF	646-6872	MEYER R
4	ISIDRO C. DUAROSAN M	DPW-CDAS	649-3143	isidro.dua
5	Kristina Ingvarsson	PTG	648-1069	kristina
6	EDUARDO SANTOS	IMCO GENERAL CONST	477-3406	esantos@im
7	JONATHAN FRASCO	IMCO GENERAL CONST	477-3405	jfrasco@
8	Pedro Marguez TB	CDAS- DPW	649-3142	pedro. mur
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# Pre-Bid Conference Agenda

## PRE-BID CONFERENCE AGENDA

2<sup>nd</sup> Floor Conference Room, Division of Highways Building, Department of Public Works  
542 North Marine Corps Drive, Tamuning, Guam 96913  
DATE: Tuesday, December 10, 2013 TIME: 9:00 A.M. (GST)  
Project Name: **BILE/PIGUA BRIDGE REPLACEMENT**  
Project No.: **GU-NH-NBIS (007)**

### REMINDER

(1) All prospective bidders must reserve your question(s) till the end of the pre-bid. The table will be opened for questions at the end of the conference. **PLEASE** state your **NAME** and **COMPANY NAME** when asking question(s). (2) We encourage everyone present during this pre-bid to sign the attendance sheet. (3) This conference is being recorded for government's use.

1. **PROJECT DESCRIPTION:** The project involves the reconstruction and widening of the Bile and Pigua Bridges to address the immediate concerns to the structural integrity of both existing bridges. The bridges are approximately 730 ft. apart. These bridges will be constructed with an increased span to widen the existing river opening at the bridges and will include all necessary river embankment upgrades along the upstream and downstream approaches within the proposed right of way.

There are two (2) options to reconstruct the bridges:

Option 1 (Bridge) scope of improvements entails the demolition of each existing bridge, which will be accomplish in two phases, and the construction of a two lane bridge with shoulders, bridge rail and guard rail all within the confines of the proposed 80 feet master plan right-of-way along the existing Route 4 corridor. Included with this scope are the required real estate acquisitions and severance maps to acquire the right-of-way corridor within the limits of the new bridges.

Option 2 (3-sided Culvert) is a pre-engineered/pre-manufactured pre-cast concrete culvert by Contech/ConSpan as detailed in this contract documents or a 3-sided flat topped concrete culvert designed by the contractor. The scope of improvements is similar to that of Option 1 (Bridge).

In addition, the road approaches to the bridges will be reconstructed and widen to include, asphalt concrete pavement approach ramps, paved shoulders, installation of ample warning and traffic regulatory signage and pavement markers and markings to direct vehicular movement throughout the limits of the project, and any other roadway appurtenances, where applicable, to provide for a complete, usable and safe facility. Scope will also include the rerouting of existing utilities that will be affected by the bridge construction.

2. **LOCATION:** The project is located in the village of Merizo along Route 4 in the southwestern part of Guam.
3. **SITE INVESTIGATION:** An investigation of the site to allow prospective bidders to familiarize themselves with this project will be conducted after the pre-bid conference. All prospective bidders are encouraged to attend.
4. **PURPOSE OF PRE-BID CONFERENCE:** The purpose of this pre-bid conference is to provide an opportunity to all prospective bidders to present questions, requests for clarification, and/or requests for information (RFI) to the Division of Highways, Department of Public Works (DPW), Government of Guam. Any questions not answered at this conference must be submitted in writing to the DPW.
5. **PERFORMANCE PERIOD:** The contract time is **450** calendar days after issuance of the Notice to Proceed (NTP).
6. **SPECIFICATION:** STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS (FP-03 U.S. CUSTOMARY UNITS) (Internet address: [www.wfl.fhwa.dot.gov/design/specs/fp03.htm](http://www.wfl.fhwa.dot.gov/design/specs/fp03.htm) ) will apply pursuant to the invitation for bids. This requirement must be taken into consideration when preparing your bid. The government recommends all contractors to carefully read the Special Contract Requirements (SCR), which supplements the standard specifications and the whole bid package specifically Instructions to Bidders, item 13, Preparation and Submission of Bids.

**PRE-BID CONFERENCE AGENDA**

2<sup>nd</sup> Floor Conference Room, Division of Highways Building, Department of Public Works

542 North Marine Corps Drive, Tamuning, Guam 96913

DATE: Tuesday, December 10, 2013 TIME: 9:00 A.M. (GST)

Project Name: **BILE/PIGUA BRIDGE REPLACEMENT**

Project No.: **GU-NH-NBIS (007)**

7. **PRICING THE PROPOSAL:** Bidders are reminded to carefully read the **BID SCHEDULE**. The unit bid price *must* be *stated in words* for each pay item below the description column in the bid schedule. Also, when extending bid prices to compute for the final Bid Amount, multiply the estimated quantity by the unit bid price carried to **TWO DECIMAL PLACES ONLY**.
8. **INQUIRIES/CLARIFICATIONS DEADLINE:** Contractors, who have questions after this meeting, must submit all questions in writing to DPW for interpretation no later than 1200 noon (GST) by DPW's official clock on **January 3, 2014**. Any written questions or clarification requests received after that time will not be considered.  
  
Only questions received in writing via FAX (FAX No. 671- 649-3124), delivered in person to the DPW Highway Division, or e-mailed to [highways@dpw.guam.gov](mailto:highways@dpw.guam.gov), [sagrado.bilong@dpw.guam.gov](mailto:sagrado.bilong@dpw.guam.gov) , or [pedro.marquez@dpw.guam.gov](mailto:pedro.marquez@dpw.guam.gov) will be accepted.
9. **SUBMISSION OF BID:** One (1) original and two (2) copies of your bid are required to be submitted in sealed envelope no later than **2:00 p.m.** as shown on the official Department of Public Works' clock on **January 15, 2014**.
10. **ADDENDUMS:** Contractors are reminded that on page 2 of 3 of the Bid Proposal Form they must confirm they received all addendums to the request for bids. All addendums shall be signed, dated, and included with the bid.
11. **WITHDRAWAL OF BID:** A request for withdrawal of bid must be by telegram or in writing / e-mail and received *before* the time specified for opening bids (2:00 p.m. January 15, 2014).
12. **LIQUIDATED DAMAGES:** Will be assessed against the Contractor for each calendar days beyond the completion date of the construction contract. Refer to Table 108-1, page 41 of the FP-03.
13. **SUBCONTRACTING:** Per FP-03 Section 108.02, FAR clauses 52.219-14 Limitation on Subcontracting, 52.222-11 Subcontracts Labor Standards, and 52.236-1 Performance of Work by the Contractor will apply to the resulting contract. Pursuant to 52.236-1, the Contractor must self-perform at least 51 percent of the total amount of the work required under the contract on the site. (See Special Contract Requirements (SCR) Modification to FP-03 SECTION 108.02).
14. **UDM:** Payment for material will be in accordance with §109.08(f) of the Standard Specifications FP-03 and supplemented by Special Contract Requirement (SCR) under §109.08.
15. **MINIMUM WAGES:** The successful bidder shall comply with the Minimum Wage Rate as indicated in the Instructions to Bidders. See page **PWR-1**, Amended Common Construction Prevailing Wage Rates for Guam and on page **MWR-1** to **MWR-4**, Minimum Wage Rates (Federal Highway Funded Projects, Non-DOD) General Decision No. GU130001 01/04/2013 GU1. During the performance period of the contract the government or their agent shall conduct inspection of contractor's payroll records and/or at the job site to ensure workers are receiving the appropriate pay.
16. **DELIVERY OF BIDS:** Proposals will be considered only if they are received at the place and time specified in the advertisement of the Invitation for Bid. When sent by mail, preferably registered mail, the sealed proposal, marked as required in the instructions to bidders, shall be enclosed in a separate envelope. Proposals received after the bid opening time shall be returned to bidder unopened.
17. **FUNDING:** The project is Federally Funded.

**PRE-BID CONFERENCE AGENDA**

2<sup>nd</sup> Floor Conference Room, Division of Highways Building, Department of Public Works

542 North Marine Corps Drive, Tamuning, Guam 96913

DATE: Tuesday, December 10, 2013 TIME: 9:00 A.M. (GST)

**Project Name: BILE/PIGUA BRIDGE REPLACEMENT**

**Project No.: GU-NH-NBIS (007)**

18. **PERFORMANCE AND PAYMENT BOND:** The sureties of all bonds must be on the approved listing by the United States Department of Treasury listed as "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies".

All bids must be accompanied by a bid security in the Amount of 15% of the total bid amount.

A Performance and Payment Bond in the amount of 100% of the contract price shall be furnished by the Contractor when bid is accepted by the Government. The successful bidder must deliver to DPW an executed performance and payment bond as security for the faithful performance of the contract. (See SCR 102.06)

19. **BID SUBMITTAL DOCUMENTS:**

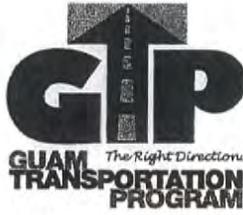
- Bid Bond Form
- Bid Proposal Form
- Affidavit re Non-Collusion
- Affidavit Disclosing Ownership and Commissions
- Certification of Non-Segregated Facilities
- Affidavit re No Gratuities or Kickbacks
- Affidavit re Ethical Standard
- Affidavit re Contingent Fees
- Declaration re Compliance with US DOL Wage Determination  
(Attached most recent wage determination applicable to Guam issued by US Dep't. of Labor)
- Certification for Lobbying (49CFR part 20)
- Statement of Loan Guarantees & Loan Insurance
- Bid Schedule

TABLE IS NOW OPEN FOR QUESTION(S)

**PLEASE** state your **NAME** and **COMPANY NAME** when asking question(s).

Pre-Bid Meeting Minutes for  
meeting dated  
December 10, 2013

↑



## MEETING MINUTES

**PROJECT TITLE:** Bile/Pigua Bridge Replacements  
**PROJECT NUMBER:** GU-NH-NBIS(007)  
**MEETING DATE:** Tuesday December 10, 2013; 9:00 a.m.  
**LOCATION:** 2<sup>nd</sup> Floor, Conference Room, DPW Division of Highways Building  
**SUBJECT:** Pre-Bid Conference  
**PREPARED BY:** Joseph F. Diaz, PB

ITEM NO	ITEM DESCRIPTION
001	<p>The Pre-Bid Meeting for Bile/Pigua Bridge Replacements, Project GU-NH-NBIS(007) begun at 9:06 a.m. ChST on December 10, 2013. Attached is the Pre-Bid Conference Agenda used during the meeting and the attendee list.</p> <p>The purpose of the meeting was to provide an overview of the solicitation documents (IFB) issued by the Department of Public Works (DPW) for the Bile/Pigua Bridge Replacements project. Pedro Marquez of DPW-CDAS presided over the meeting and led the discussion. Pedro was assisted by Kristina Ingvarsson (PTG), James Mischler (PB), Raymond Meyer (PB) and Joseph Diaz (PB).</p>
002	<p>Pedro went over the Pre-Bid Conference Agenda that reviews sections of the IFB, issued on December 3, 2013.</p> <p>Pedro stated to submit all questions regarding the IFB to: <a href="mailto:Highways@dpw.guam.gov">Highways@dpw.guam.gov</a> or <a href="mailto:sagrado.bilong@dpw.guam.gov">sagrado.bilong@dpw.guam.gov</a> or <a href="mailto:pedro.marquez@dpw.guam.gov">pedro.marquez@dpw.guam.gov</a>. All questions must be received by the date shown in IFB under Instructions to Bidders, Part 3.</p>
003	Responses to questions asked during the conference and site visit are included with Addendum 1
004	The Pre-Bid Conference was adjourned at 9:31 a.m., ChST.
005	A site visit was made after the Pre-Bid Conference.

**SIGN IN SHEET**

<b>DID ATTEND</b>	<b>ATTENDEE NAME</b>	<b>COMPANY NAME</b>
Y	Joseph F. Diaz	Parsons Brinckerhoff (PB)
Y	James E. Mischler	Parsons Brinckerhoff (PB)
Y	Raymond J. Meyer	Parsons Brinckerhoff (PB)
Y	Isidro Duarosan	DPW-CDAS
Y	Kristina Ingvarsson	Parsons Transportation Group (PTG)
Y	Edgardo Santos	IMCO General Construction
Y	Jonathan Frasco	IMCO General Construction
Y	Pedro C. Marquez	DPW-CDAS

Logs of Distribution,  
confirming email – Addendums  
No. 1-2

K

**LOG OF DISTRIBUTION**

ADDENDUM NO. 1

DECEMBER 18, 2013

PROJECT NAME:		BILE / PIGUA BRIDGE REPLACEMENTS						
PROJECT NO.:		GU-NH-NBIS(007)						
NAME OF FIRM	ADDRESS/P.O. BOX	TEL NO.	FAX NO.	NAME IN PRINT	EMAIL	DATE	REMARKS DPW USE ONLY	
1. IMCO General Const., Inc.	P.O. BOX 326607 Hagatna, Guam 96932	477-3405	477-3407	Edgardp G. Santos	esantos@imcoconstruction.com	01/13/14	E-mailed	
2. Core Tech International Corp.	388 South Marine Corps Drive, Suite 400 Tamuning, Guam 96913	473-5000	473-5500	Rez Dagombay	rez.dagombay@coretechintl.com	01/13/14	E-mailed	
3. Reaction Co.	P.O. BOX 22917 GMF Barrigada, Guam 96921	477-1018	477-1019	Joann Duenas	joann@reaction.com	01/13/14	E-mailed	
4. Korando Corporation	P.O. BOX 20538 GMF Barrigada, Guam 96921	649-7880	649-7882	Joni Palma	joni_korando@teleguam.net	01/13/14	E-mailed	
	P.O. BOX 20538 GMF Barrigada, Guam 96921	649-7880	649-7882	Patty Jaleco	admin_korando@teleguam.net	01/13/14	E-mailed	
5. Guam Construction Co., Inc.	P.O. BOX 203085 GMF Barrigada, Guam 96921	647-3001	647-3005	Kennedy Macatuno	guconst@ite.net	01/13/14	E-mailed	
6. CRW Trading, Inc.	PMB 791, Ste. 101, 1270 N. Marine Corps Drive Tamuning, GU 96913	649-1248	649-1246	Roy Dima-ala	roy@crwguam.com	01/13/14	E-mailed	
	PMB 791, Ste. 101, 1270 N. Marine Corps Drive Tamuning, GU 96913	649-1248	649-1246	Craig Weymouth	crw@guam.net	01/13/14	E-mailed	
7. Healy Tibbitts Builders, Inc.	674 Harmon Loop Road #212 Dededo, Guam 96929	685-6021	633-4545	Cristian Wise	ctwise@healytibbitts.com	01/13/14	E-mailed	
8. Hawaiian Rock Products	1402 Route 15 Mangilao, Guam 96913	734-2971	734-3744	Jay Sevilla	jsevilla@hawaiianrock.com	01/13/14	E-mailed	
9. IBCM	P.O. BOX 21149 GMF Barrigada, Guam 96921	653-4026	653-4032	Rolly Tibayan	rtibayan@intlbridgecorp.com	01/13/14	E-mailed	
	P.O. BOX 21149 GMF Barrigada, Guam 96921	653-4026	653-4032	F. Baytic	fbaytic.ibcm@ymail.com	01/13/14	E-mailed	
10. DCK WW	P.O. BOX 20429 GMF Barrigada, Guam 96921	647-5500	647-5600	Jesse Pangelinan	jppangelina@dckww.com	01/13/14	E-mailed	
	P.O. BOX 20429 GMF Barrigada, Guam 96921	647-5500	647-5600	RG Brown	rgbrown@dckww.com	01/13/14	E-mailed	
11. Watts Constructors, LLC	674 Harmon Loop Road Suite 212 Dededo, Guam 96929	300-9030	633-4545	Loretta Lujan	loretta.lujan@watts.con.com	01/13/14	E-mailed	
12. BBR Micronesia Corporation	1998A EMPSCO Building, Route 16 Dededo, Guam 96929	633-7261	633-7260	LM Cristobal	bbrlmcrisobal@aim.com	01/13/14	E-mailed	
13. HDR, Inc.	134 W. Soledad Ave., BOH Building, Suite 404 Hagatna, Guam 96910	989-5558	989-5557	N. Manley	nmanley@hdrinc.com	01/13/14	E-mailed	
14. EMPSCO Engineering Consultants	1998 EMPSCO Bldg, Suite C, 2nd Flr., Dededo, Guam 96929	638-4716	638-2136	Jun Capulong	juncapulong@empSCO.net	01/13/14	E-mailed	
15. Contech	9025 Centre Pointe Drive West Chester, OH 45069	800-338-1122	614-429-1774	J. Leach	jleach@conteches.com	01/13/14	E-mailed	
	9025 Centre Pointe Drive West Chester, OH 45069	800-338-1122	614-429-1774	CK Rugger	ckrugger@conteches.com	01/13/14	E-mailed	
16. Atlas Sales Company	348A Puuhale Road Honolulu, HI 96819	808-841-1111	808-841-6400	Ronnie	ronnie@atlas-sales.com	01/13/14	E-mailed	
17. NIPPO USA, Inc.	P.O. BOX 22319 GMF Barrigada, Guam 96921	653-7077	653-7077	Nimfa Torillo	ntorillo@nipPO-c.com	01/13/14	E-mailed	
	P.O. BOX 22319 GMF Barrigada, Guam 96921	653-7077	653-7077	Arvin Cubacub	acubacub@nipPO-c.com	01/13/14	E-mailed	
18. Brique Construction, Inc.	P.O. BOX 6626 Tamuning, Guam 96931	483-0900	483-0900	Allen Kim	allen-kim@live.com	01/13/14	E-mailed	
19. Black Construction Corp.	P.O. BOX 24667 GMF Barrigada, Guam 96921	646-4861	646-9086	Cindy Urbano	cindy@blackguam.com	01/13/14	E-mailed	
20. IMS	945 Hornblend San Diego, CA 92109	858-490-6521	858-490-8811	Dustan Beity	federal@imsinfo.com	01/13/14	E-mailed	
21. Reliable Builders Inc.	P.O. BOX 7536 Tamuning, Guam 96931	646-1516	649-6060	Albert Tumanday	info@reliablebuilders.com	01/13/14	E-mailed	
	P.O. BOX 7536 Tamuning, Guam 96931	646-1516	649-6060	T. Smith / A. Tumanday	smithtom818@yahoo.com	01/13/14	E-mailed	
22. BCI Group	520 Lutwyche Rd. Lutwyche, Australia 4030	(617)318-8669	(617)363-4855	Ajhay Fukuchi	a.fukuchi@bciaustralia.com	01/13/14	E-mailed	
23. AIT Bridges	Target Technology Center 20 Godfrey Drive Orono, ME 04473	207-866-6526	207-866-6501	Ken Sweeny	ken@aitbridges.com	01/13/14	E-mailed	
	Target Technology Center 20 Godfrey Drive Orono, ME 04473	207-866-6526	207-866-6501	Tim	tim@aitbridges.com	01/13/14	E-mailed	



Sagrado F. Bilong &lt;sagrado.bilong@dpw.guam.gov&gt;

## Addendum Nos. 1 and 2 - Bile/Pigua Bridge Replacement, Project No. GU-NH-NBIS(007)

Sagrado F. Bilong &lt;sagrado.bilong@dpw.guam.gov&gt;

Mon, Jan 13, 2014 at 4:26 PM

To: Highways &lt;highways@dpw.guam.gov&gt;

Cc: "Carl V. Dominguez" <carl.dominguez@dpw.guam.gov>, "Jessie B. Palican" <jessie.palican@dpw.guam.gov>, "Joaquin R. Blaz" <joaquin.blaz@dpw.guam.gov>, "rachel.takara" <Rachelle.TAKARA@dot.gov>, "Jonasson, Snaebjorn" <Snaebjorn.Jonasson@parsons.com>, Kristina Ingvarsson <kristina.ingvarsson@parsons.com>, "Mischler, James" <Mischler@pbworld.com>, "Kobayashi, Lynden" <Kobayashi@pbworld.com>, "Meyer, Raymond" <meyerr@pbworld.com>, "Diaz, Joseph (Guam)" <diazj@pbworld.com>, "Isidro C. Duarosan" <isidro.duarosan@dpw.guam.gov>, "Pedro C. Marquez III" <pedro.marquez@dpw.guam.gov>, "Rigolberto J. Diaz" <rigolberto.diaz@dpw.guam.gov>, "Crispin B. Bensen" <crispin.bensen@dpw.guam.gov>, "Candido A. Orbong Jr" <candido.orbong@dpw.guam.gov>, "Audrey J. Wolford" <audrey.wolford@dpw.guam.gov>, Dondi Quintans <dondi@galaidegroup.com>, Monica Guzman <monicaguzman@galaidegroup.com>, "cguzman@galaidegroup.com" <cguzman@galaidegroup.com>, "Romualdo C. Domingo" <romualdo.domingo@dpw.guam.gov>

Bcc: esantos@imcoconstruction.com, rgbrown@dckww.com, loretta.lujan@watts.con.com, bbrlmcrystal@aim.com, nmanley@hdrinc.com, Jun Capulong <jun.capulong@empSCO.net>, jleach@conteches.com, ronnie@atlas-sales.com, Nimfa Torillo <ntonillo@nipPO-c.com>, allen-kim@live.com, admin\_korando@teleguam.net, crw@guam.net, "Aguon, Paulene" <Paulene.Aguon@parsons.com>, "Cindy R. Urbano" <cindy@blackguam.com>, ckruger@conteches.com, federal@imsinfo.com, jppangelinan@dckww.com, atumanday@reliablebuildersguam.com, smithtom818@yahoo.com, Arjhay Fukuchi <a.fukuchi@bciaustralia.com>, ken@autbridges.com, tim@aitbridges.com, fbaytic.ibcm@ymail.com, jsevilla@hawaiianrock.com, korando@teleguam.net, acubacub@nipPO-c.com, "Diaz, Joseph (Guam)" <diazj@pbworld.com>, ctwise@healytibbits.com, rez.dagombay@coretechintl.com, joann@reactionco.com, guconst@ite.net, roy@crwguam.com, rtibayan@intbridgecorp.com

To: All Prospective Bidders

Please find attached Addendum Nos. 1 and 2 for subject project. This addendum shall form part of the contract documents. Failure to acknowledge receipt of this addendum by any bidder in their bid shall be grounds for disqualification.

This e-mail constitute delivery of Addendum Nos. 1 and 2 by the Department of Public Works to your company. Please reply to this e-mail to confirm receipt of this addendum.

If you have any questions, please send an e-mail to the Department of Public Works, Division of Highways at highways@dpw.guam.gov, and cc: pedro.marquez@dpw.guam.gov or my e-mail.

Regards,

—  
**Sagrado F. Bilong**

Acting Engineer Supervisor

Contracts, Design &amp; Analysis Section (CDAS)

Division of Highways

Department of Public Works

Tel. No. (671) 649-3130

Fax No. (671) 649-3124

E-Mail: [sagrado.bilong@dpw.guam.gov](mailto:sagrado.bilong@dpw.guam.gov)


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**2 attachments**



The Honorable  
**Eddie Baza Calvo**  
Governor

The Honorable  
**Raymond S. Tenorio**  
Lieutenant Governor



**Bile/Pigua Bridge Replacement**  
Project No.: GU-NH-NBIS(007)

December 18, 2013

**ADDENDUM NO. 1**

This addendum shall form part of the Contract Documents. Pursuant to Guam law, failure by any proposer to acknowledge receipt of this addendum in its proposal shall be grounds for disqualification of its bid.

PRE-BID CONFERENCE MINUTES:

Attached and made part of this addendum are the pre-bid conference minutes with the attendance noted therein for the meeting that was held on December 10, 2013, at 9:00 a.m., at the Division of Highways Building, Room 201, Department of Public Works.

QUESTIONS RECEIVED DURING THE PRE-BID CONFERENCE AND/OR IN WRITING, THEREAFTER:

Question 1: Are there any existing railways?

*Response 1: No, there are no railways on this project or on Guam.*

Question 2: How many months is the warranty for this project?

*Response 2: There is no warranty that extends beyond Final Acceptance.*

Question 3: What is the government estimate for this project?

*Response 3: The approximate constructed value is between \$1 million and \$5 million.*

Question 4: How soon will the project be awarded?

*Response 4: The Anticipated Letter of Intent to Award is March 4, 2014. (The answer given in the meeting was an earlier date that no longer applies with the extension to the bids due date)*

Question 5: What is the time period between the bid opening and Notice to Proceed?

*Response 5: Recent experience is that the time from Letter of Intent to Notice to Proceed is approximately six months. This time can vary significantly depending on the length of time that it takes for the Contractor to obtain a building permit.*

Question 6: Are the permit fees waived for this project?

*Response 6: Fees that would be charged by the Department of Public Works for this project will be waived. Fees that may be charged by other agencies cannot be waived by DPW.*

Question 7: Is the permitting included as part of the 450 days (contract time)?

*Response 7: No.*

Question 8: Will the NTP be issued after the permit has been issued?

*Response 8: Yes.*

Question 9: How long is the building permit process?

*Response 9: The time needed to obtain a building permit is largely within the control of the contractor, depending on elements such as the Erosion Control Plan and Environmental Protection Plan that will be prepared by the Contractor.*

Questions 10: Are we obligated to submit a bid for both Option 1 and Option 2.

Response 10: The bidder shall submit the completed bid documents for only one option, either option 1 (Bridge) or option 2 (3-sided concrete culvert). Do not submit bid documents for both options.

Question 11: Is the existing pipe on the ocean side of the Bile Bridge live?

Response 11: The existing utilities are shown on the plans.

Question 12: Where is the possible staging area?

Response 12: It will be up to the contractor. There is no government property in the area. It will be up to the contractor to clear the site with SHPO.

Question 13: Is the salvage material to be taken by the contractor?

Response 13: Unless noted otherwise, materials removed in the course of constructing this project becomes the property of the Contractor for disposal, recycling, or salvage in accordance with the specifications.

Question 14: Will the AIT Composite Arch Bridge System be allowed on this bid?

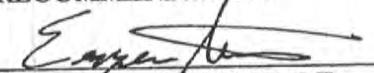
Response 14: The AIT Composite Arch Bridge System and other bridge types that are appropriate for the site can be proposed as a Value Engineering Change Proposal (VECP) in accordance with SCR Section 103.03.

**Revisions to Contract bid documents and specifications:**

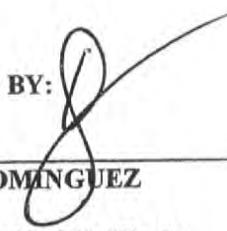
<b>Deleted</b>	<b>Replaced With</b>	<b>Description</b>
IFB-1	IFB-1 (AD-1)	Revised bids due date to 2/12/14
Labor Standards Page 1 of 5	Labor Standards Page 1 of 5 (AD-1)	Revised Paragraph 2.1

- END OF ADDENDUM -

**RECOMMENDED BY:**

  
EUGENE A. NIEMASZ, P.E.  
Acting Chief Engineer - Highways  
Governor's Temporary Appointment dated 11/8/13  
Department of Public Works

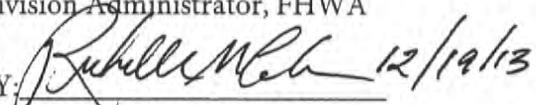
**APPROVED BY:**

  
CARL V. DOMINGUEZ  
Director  
Department of Public Works

**Attachments:**

Revised documents as described in the addendum  
Pre-Bid Conference Minutes, Pre-Bid Conference Handout & Attendance Sheet

APPROVED:  
ABRAHAM WONG  
Division Administrator, FHWA

BY:  12/19/13  
Richelle M. Takara, P.E.  
Transportation Engineer  
FHWA-Hawaii Division

EN  
GNiemasz/JBlaz

Addendum No. 1  
Bile/Pigua Bridge Replacement  
GU-NH-NBIS(007)

ADDENDUM 1 - Page 2

**LOG OF DISTRIBUTION**

ADDENDUM NO. 2

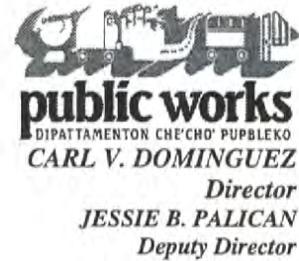
JANUARY 9, 2014

PROJECT NAME: PROJECT NO.:		BILE / FIGUA BRIDGE REPLACEMENTS GU-NH-NBIS(007)						
NAME OF FIRM	ADDRESS/P.O. BOX	TEL. NO.	FAX NO.	NAME IN PRINT	EMAIL	DATE	REMARKS DPW USE ONLY	
1. IMCO General Const., Inc.	P.O. BOX 326607 Hagatna, Guam 96932	477-3405	477-3407	Edgardp G. Santos	esantos@imcoconstruction.com	01/13/14	E-mailed	
2. Core Tech International Corp.	388 South Marine Corps Drive, Suite 400 Tamuning, Guam 96913	473-5000	473-5500	Rez Dagombay	rez.dagombay@coretechintl.com	01/13/14	E-mailed	
3. Reaction Co.	P.O. BOX 22917 GMF Barrigada, Guam 96921	477-1018	477-1019	Joann Duenas	joann@reaction.com	01/13/14	E-mailed	
4. Korando Corporation	P.O. BOX 20538 GMF Barrigada, Guam 96921	649-7880	649-7882	Joni Palma	joni_korando@teleguam.net	01/13/14	E-mailed	
	P.O. BOX 20538 GMF Barrigada, Guam 96921	649-7880	649-7882	Patty Jaleco	admin_korando@teleguam.net	01/13/14	E-mailed	
5. Guam Construction Co., Inc.	P.O. BOX 203085 GMF Barrigada, Guam 96921	647-3001	647-3005	Kennedy Macaluno	guconst@ite.net	01/13/14	E-mailed	
6. CRW Trading, Inc.	PMB 791, Ste. 101, 1270 N. Marine Corps Drive Tamuning, GU 96913	649-1248	649-1246	Roy Dima-ala	roy@crwguam.com	01/13/14	E-mailed	
	PMB 791, Ste. 101, 1270 N. Marine Corps Drive Tamuning, GU 96913	649-1248	649-1246	Craig Weymouth	crw@guam.net	01/13/14	E-mailed	
7. Healy Tibbitts Builders, Inc.	674 Harmon Loop Road #212 Dededo, Guam 96929	685-6021	633-4545	Cristian Wise	ctwise@healytibbitts.com	01/13/14	E-mailed	
8. Hawaiian Rock Products	1402 Route 15 Mangilao, Guam 96913	734-2971	734-3744	Jay Sevilla	jsevilla@hawaiianrock.com	01/13/14	E-mailed	
9. IBCM	P.O. BOX 21149 GMF Barrigada, Guam 96921	653-4026	653-4032	Rolly Tibayan	rtibayan@intlbridgecorp.com	01/13/14	E-mailed	
	P.O. BOX 21149 GMF Barrigada, Guam 96921	653-4026	653-4032	F. Baytic	fbaytic.ibcm@ymail.com	01/13/14	E-mailed	
10. DCK WW	P.O. BOX 20429 GMF Barrigada, Guam 96921	647-5500	647-5600	Jesse Pangelinan	jppangelina@dckww.com	01/13/14	E-mailed	
	P.O. BOX 20429 GMF Barrigada, Guam 96921	647-5500	647-5600	RG Brown	rgbrown@dckww.com	01/13/14	E-mailed	
11. Watts Constructors, LLC	674 Harmon Loop Road Suite 212 Dededo, Guam 96929	300-9030	633-4545	Loretta Lujan	loretta.lujan@watts.con.com	01/13/14	E-mailed	
12. BBR Micronesia Corporation	1998A EMPSCO Building, Route 16 Dededo, Guam 96929	633-7261	633-7260	LM Cristobal	bbrlmcristobal@aim.com	01/13/14	E-mailed	
13. HDR, Inc.	134 W. Soledad Ave., BOH Building, Suite 404 Hagatna, Guam 96910	989-5558	989-5557	N. Manley	nmanley@hdrinc.com	01/13/14	E-mailed	
14. EMPSCO Engineering Consultants	1998 EMPSCO Bldg. Suite C, 2nd Fl., Dededo, Guam 96929	638-4716	638-2136	Jun Capulong	juncapulong@empSCO.net	01/13/14	E-mailed	
15. Contech	9025 Centre Pointe Drive West Chester, OH 45069	800-338-1122	614-429-1774	J. Leach	jleach@conteches.com	01/13/14	E-mailed	
	9025 Centre Pointe Drive West Chester, OH 45069	800-338-1122	614-429-1774	CK Rugger	ckrigger@conteches.com	01/13/14	E-mailed	
16. Atlas Sales Company	348A Puuhale Road Honolulu, HI 96819	808-841-1111	808-841-6400	Ronnie	ronnie@atlas-sales.com	01/13/14	E-mailed	
17. NIPPO USA, Inc.	P.O. BOX 22319 GMF Barrigada, Guam 96921	653-7077	653-7077	Nimfa Torillo	ntorillo@nipPO-c.com	01/13/14	E-mailed	
	P.O. BOX 22319 GMF Barrigada, Guam 96921	653-7077	653-7077	Arvin Cubacub	acubacub@nipPO-c.com	01/13/14	E-mailed	
18. Brique Construction, Inc.	P.O. BOX 6626 Tamuning, Guam 96931	483-0900	483-0900	Allen Kim	allen-kim@live.com	01/13/14	E-mailed	
19. Black Construction Corp.	P.O. BOX 24667 GMF Barrigada, Guam 96921	646-4861	646-9086	Cindy Urbano	cindy@blackguam.com	01/13/14	E-mailed	
20. IMS	945 Hornblend San Diego, CA 92109	858-490-6521	858-490-8811	Dustan Beity	federal@imsinfo.com	01/13/14	E-mailed	
21. Reliable Builders Inc.	P.O. BOX 7536 Tamuning, Guam 96931	646-1516	649-6060	Albert Tumanday	info@reliablebuilders.com	01/13/14	E-mailed	
	P.O. BOX 7536 Tamuning, Guam 96931	646-1516	649-6060	T. Smith / A. Tumanday	smithtom818@yahoo.com	01/13/14	E-mailed	
22. BCI Group	520 Lutwyche Rd. Lutwyche, Australia 4030	(617)318-8669	(617)363-4855	Arjhay Fukuchi	a.fukuchi@bciaustralia.com	01/13/14	E-mailed	
23. AIT Bridges	Target Technology Center 20 Godfrey Drive Orono, ME 04473	207-866-6526	207-866-6501	Ken Sweeny	ken@aitbridges.com	01/13/14	E-mailed	
	Target Technology Center 20 Godfrey Drive Orono, ME 04473	207-866-6526	207-866-6501	Tim	tim@aitbridges.com	01/13/14	E-mailed	



*The Honorable*  
**Eddie Baza Calvo**  
*Governor*

*The Honorable*  
**Ray Tenorio**  
*Lieutenant Governor*



January 10, 2014

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

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

*Ref: Bile/Pigua Bridge Replacement*  
*Project No. GU-NH-NBIS(007)*

Dear Mr. Wong:

This is to request your approval and/or authorization to issue Addendum No. 2 to the solicitation Invitation for Bid (IFB) for the referenced project. Attached is the Addendum No.2 for referencing.

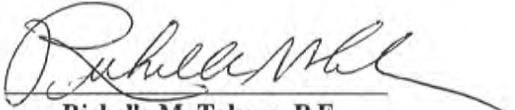
Your immediate response will be greatly appreciated. If you have any questions, please contact Joaquin R. Blaz, Acting Program Administrator for the Division of Highways at (671) 649-3128 or Sagrado F. Bilong, Acting Engineer Supervisor, Contracts, Design and Analysis Section (CDAS) for the Division of Highways at (671) 649-3130.

Sincerely,

**CARL V. DOMINGUEZ**

Attachment

I CONCUR: Date: 1/10/14  
Abraham Wong  
Division Administrator

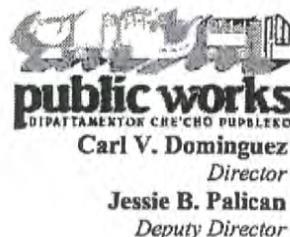
By:   
**Richelle M. Takara, P.E.**  
Territorial Representative  
FHWA-Hawaii Division

  
SBilong/JBlaz



The Honorable  
**Eddie Baza Calvo**  
Governor

The Honorable  
**Raymond S. Tenorio**  
Lieutenant Governor



**public works**  
DEPARTAMENTON CHÉ'CHO PUPLEKO

**Carl V. Dominguez**  
Director

**Jessie B. Palican**  
Deputy Director

**Bile/Pigua Bridge Replacement**  
Project No.: GU-NH-NBIS(007)

January 9, 2014

**ADDENDUM NO. 2**

This addendum shall form part of the Contract Documents. Pursuant to Guam law, failure by any proposer to acknowledge receipt of this addendum in its proposal shall be grounds for disqualification of its bid.

QUESTIONS RECEIVED DURING THE PRE-BID CONFERENCE AND/OR IN WRITING, THEREAFTER:

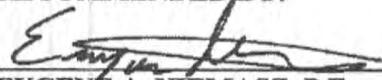
Refer to Addendum 1 for responses to Questions 1-14.

**Revisions to Construction plans:**

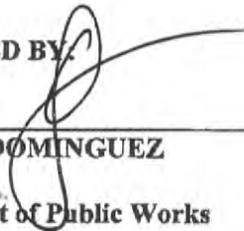
<u>Deleted</u>	<u>Replaced With</u>	<u>Description</u>
CT1	CT1 Revision 1	See clouded areas on sheet deleting Note 5. Refer to SCR Section 103.03 for Value Engineering Change Proposal requirements.
CT7	CT7 Revision 1	See clouded areas on sheet deleting Note 5. Refer to SCR Section 103.03 for Value Engineering Change Proposal requirements.

**- END OF ADDENDUM -**

**RECOMMENDED BY:**

  
\_\_\_\_\_  
**EUGENE A. NIEMASZ, P.E.**  
Acting Chief Engineer - Highways  
Governor's Temporary Appointment dated 11/8/13  
Department of Public Works

**APPROVED BY:**

  
\_\_\_\_\_  
**CARL V. DOMINGUEZ**  
Director  
Department of Public Works

**CONCUR:**

**ABRAHAM WONG**  
Division Administrator, FHWA

**BY:**

\_\_\_\_\_  
**Richelle M. Takara, P.E.**  
Transportation Engineer  
FHWA - Hawaii Division

**EN**  
GNiemasz/Blaz

**NOTES**

**GENERAL NOTES:**

1. THIS BRIDGE HAS BEEN DESIGNED FOR GENERAL SITE CONDITIONS. THE PROJECT ENGINEER SHALL BE RESPONSIBLE FOR THE STRUCTURE'S SUITABILITY TO THE EXISTING SITE CONDITIONS AND FOR THE HYDRAULIC EVALUATION - INCLUDING SCOUR AND CONFIRMATION OF SOIL CONDITIONS.
2. PRIOR TO CONSTRUCTION, CONTRACTOR MUST VERIFY ALL ELEVATIONS SHOWN THROUGH THE ENGINEER.
3. ONLY CONTECH ENGINEERED SOLUTIONS LLC, THE COMPANY APPROVED PRECASTER IN GUAM MAY PROVIDE THE STRUCTURE DESIGNED IN ACCORDANCE WITH THESE PLANS.
4. THE USE OF ANOTHER PRECAST STRUCTURE WITH THE DESIGN ASSUMPTIONS USED FOR THE CONSPAN® STRUCTURE MAY LEAD TO SERIOUS DESIGN ERRORS. USE OF ANY OTHER PRECAST STRUCTURE WITH THIS DESIGN AND DRAWINGS VOID OF ANY CERTIFICATION OF THIS DESIGN AND WARRANTY. CONTECH BRIDGE SOLUTIONS INC. ASSUMES NO LIABILITY FOR DESIGN OF ANY ALTERNATE OR SIMILAR TYPE STRUCTURES.

5. ALTERNATE STRUCTURES MAY BE CONSIDERED, PROVIDED THAT SIGNED AND SEALED DESIGN DRAWINGS AND CALCULATIONS ARE SUBMITTED TO THE ENGINEER 8 WEEKS PRIOR TO THE BID DATE FOR REVIEW AND APPROVAL.

# PIGUA BRIDGE

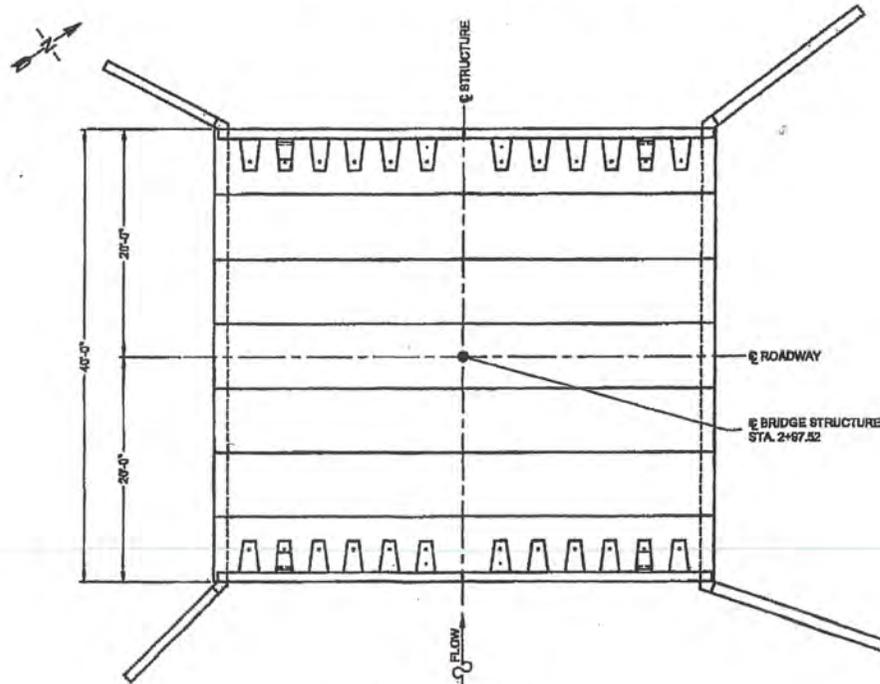
## MERIZO, GUAM

**DESIGN DATA**

DESIGN LOADING:  
 BRIDGE UNITS: HL93  
 HEADWALLS: EARTH PRESSURE + LIVE LOAD SURCHARGE  
 WINGWALLS: EARTH PRESSURE + LIVE LOAD SURCHARGE  
 DESIGN FILL HEIGHT: 1'-0" MIN. TO 3'-0" MAX.  
 FROM TOP OF CROWN TO TOP OF PAVEMENT.  
 DESIGN METHOD: LOAD FACTOR PER AASHTO SPECIFICATION

**MATERIALS**

PRECAST UNITS SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE GENERAL NOTES & DESIGN CRITERIA ON SHEET CT13 & CT14.  
 CONCRETE FOR FOOTINGS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI. REINFORCING STEEL FOR FOOTINGS SHALL CONFORM TO AASHTO M284 & M317 FOR EPOXY COATED REINFORCING STEEL.



**LOCATION PLAN**

*Eugene A. Niemasz*  
 EUGENE A. NIEMASZ, P.E.  
 ACTING CHIEF ENGINEER - HIGHWAYS  
 DEPARTMENT OF PUBLIC WORKS



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DRAWING REVISIONS			
REVISION	DATE	BY	DESCRIPTION
1	11/25/13	JEM	APPENDUM 2

DESIGNER	JAL
DETAILER	EWM
CHECKER	MGC
DATE	11/25/13



BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 OPTION 2 (3-SIDED CONCRETE CULVERT)

LOCATION PLAN (PIGUA BRIDGE)

IF SHEET IS LESS OR MORE THAN 11" X 17", USE GRAPHIC SCALES ACCORDINGLY

GUAM					
DEPARTMENT OF PUBLIC WORKS					
VILLAGE	TERRITORY	PROJECT NO.	DRAWING SHEET NO.	SHEET NO.	TOTAL NO.
MERIZO	GUAM	GU-NH-NBUS(007)	CT1	66	132

**NOTES**

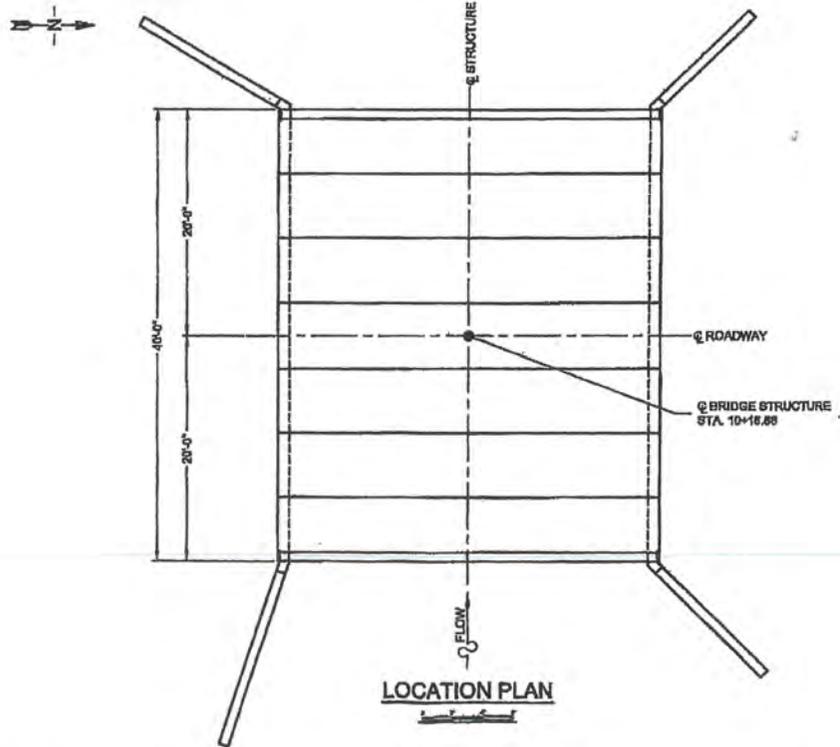
**GENERAL NOTES:**

1. THIS BRIDGE HAS BEEN DESIGNED FOR GENERAL SITE CONDITIONS. THE PROJECT ENGINEER SHALL BE RESPONSIBLE FOR THE STRUCTURE'S SUITABILITY TO THE EXISTING SITE CONDITIONS AND FOR THE HYDRAULIC EVALUATION - INCLUDING SCOUR AND CONFIRMATION OF SOIL CONDITIONS.
2. PRIOR TO CONSTRUCTION, CONTRACTOR MUST VERIFY ALL ELEVATIONS SHOWN THROUGH THE ENGINEER.
3. ONLY CONTECH ENGINEERED SOLUTIONS LLC. THE COMPANY'S APPROVED PRECASTER IN GUAM MAY PROVIDE THE STRUCTURE DESIGNED IN ACCORDANCE WITH THESE PLANS.
4. THE USE OF ANOTHER PRECAST STRUCTURE WITH THE DESIGN ASSUMPTIONS USED FOR THE COMPANY'S STRUCTURE MAY LEAD TO SERIOUS DESIGN ERRORS. USE OF ANY OTHER PRECAST STRUCTURE WITH THIS DESIGN AND DRAWINGS Voids ANY CERTIFICATION OF THIS DESIGN AND WARRANTY. CONTECH BRIDGE SOLUTIONS INC. ASSUMES NO LIABILITY FOR DESIGN OF ANY ALTERNATE OR SIMILAR TYPE STRUCTURES.

5. ALTERNATE STRUCTURES MAY BE CONSIDERED, PROVIDED THAT:   
 - DESIGNED AND SEALED DESIGN DRAWINGS (AND CALCULATIONS) -   
 - ARE SUBMITTED TO THE ENGINEER 2 WEEKS PRIOR TO THE -   
 - BID DATE FOR REVIEW AND APPROVAL.

# BILE BRIDGE

## MERIZO, GUAM



**DESIGN DATA**

**DESIGN LOADING:**  
 BRIDGE UNITS: HLBS  
 HEADWALLS: EARTH PRESSURE + LIVE LOAD SURCHARGE  
 WINGWALLS: EARTH PRESSURE + LIVE LOAD SURCHARGE  
 DESIGN FILL HEIGHT: 1'-0" MIN. TO 4'-0" MAX.  
 FROM TOP OF CROWN TO TOP OF PAVEMENT.  
 DESIGN METHOD: LOAD FACTOR PER AASHTO SPECIFICATION

**MATERIALS**

PRECAST UNITS SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE GENERAL NOTES & DESIGN CRITERIA ON SHEET CT13 & CT14.  
 CONCRETE FOR FOOTINGS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI. REINFORCING STEEL FOR FOOTINGS SHALL CONFORM TO AASHTO M284 & M317 FOR EPOXY COATED REINFORCING STEEL.

**LOCATION PLAN**

*Eugene A. Niemasz*  
 EUGENE A. NIEMASZ, P.E.  
 ACTING CHIEF ENGINEER - HIGHWAYS  
 DEPARTMENT OF PUBLIC WORKS

**MICHAEL G. CARROLL**  
 CERTIFICATE  
 NO. 1690  
 CIVIL  
 EXP. 04-30-14

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE: 11/25/13

DRAWING REVISIONS				DESIGNER
REVISION	DATE	BY	DESCRIPTION	JAL
1	11/25/13	JEM	APPENDUM 2	

**CONTECH**  
 ENGINEERED SOLUTIONS INC.  
2013 Commercial Plaza Road, Suite 200, Government Village, CD 96911  
 813-813-3879 720-597-2708 720-582-0871 FAX

BILE / FIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE) OPTION 2 (3-SIDED CONCRETE CULVERT)
<b>LOCATION PLAN (BILE BRIDGE)</b>

GUAM DEPARTMENT OF PUBLIC WORKS						
VILLAGE	TERRITORY	PROJECT NO.	DRAWING	SHEET NO.	TOTAL SHEETS	
MERIZO	GUAM	GU-NH-NBIS(007)	CT7	84	132	

IF SHEET IS LESS OR MORE THAN 11" X 17", USE APPROPRIATE SCALES ACCORDINGLY

Logs of Distribution,  
confirming email – Addendum  
No. 3

L

**LOG OF DISTRIBUTION**

ADDENDUM NO. 3

JANUARY 22, 2014

PROJECT NAME: PROJECT NO.:		BILE / PIGUA BRIDGE REPLACEMENTS GU-NH-NBIS(007)						
NAME OF FIRM	ADDRESS/P.O. BOX	TEL NO.	FAX NO.	NAME IN PRINT	EMAIL	DATE	REMARKS DPW USE ONLY	
1. IMCO General Const., Inc.	P.O. BOX 326607 Hagatna, Guam 96932	477-3405	477-3407	Edgardp G. Santos	esantos@imcoconstruction.com	01/28/14	E-mailed	
2. Core Tech International Corp.	388 South Marine Corps Drive, Suite 400 Tamuning, Guam 96913	473-5000	473-5500	Rez Dagombay	rez.dagombay@coretechintl.com	01/28/14	E-mailed	
3. Reaction Co.	P.O. BOX 22917 GMF Barrigada, Guam 96921	477-1018	477-1019	Joann Duenas	joann@reaction.com	01/28/14	E-mailed	
4. Korando Corporation	P.O. BOX 20538 GMF Barrigada, Guam 96921	649-7880	649-7882	Joni Palma	joni_korando@teleguam.net	01/28/14	E-mailed	
	P.O. BOX 20538 GMF Barrigada, Guam 96921	649-7880	649-7882	Patty Jaleco	admin_korando@teleguam.net	01/28/14	E-mailed	
5. Guam Construction Co., Inc.	P.O. BOX 203085 GMF Barrigada, Guam 96921	647-3001	647-3005	Kennedy Macatuno	guconst@ite.net	01/28/14	E-mailed	
6. CRW Trading, Inc.	PMB 791, Ste. 101, 1270 N. Marine Corps Drive Tamuning, GU 96913	649-1248	649-1246	Roy Dima-ala	roy@crwguam.com	01/28/14	E-mailed	
	PMB 791, Ste. 101, 1270 N. Marine Corps Drive Tamuning, GU 96913	649-1248	649-1246	Craig Weymouth	crw@guam.net	01/28/14	E-mailed	
7. Healy Tibbits Builders, Inc.	674 Harmon Loop Road #212 Dededo, Guam 96929	685-8021	633-4545	Cristian Wise	ctwise@healytibbits.com	01/28/14	E-mailed	
8. Hawaiian Rock Products	1402 Route 15 Mangilao, Guam 96913	734-2971	734-3744	Jay Sevilla	jsevilla@hawaiianrock.com	01/28/14	E-mailed	
9. IBCM	P.O. BOX 21149 GMF Barrigada, Guam 96921	653-4026	653-4032	Rolly Tibayan	rtibayan@intbridgecorp.com	01/28/14	E-mailed	
	P.O. BOX 21149 GMF Barrigada, Guam 96921	653-4026	653-4032	F. Baytic	fbaytic.ibcm@ymail.com	01/28/14	E-mailed	
10. DCK WW	P.O. BOX 20429 GMF Barrigada, Guam 96921	647-5500	647-5600	Jesse Pangelinan	jppangelina@dckww.com	01/28/14	E-mailed	
	P.O. BOX 20429 GMF Barrigada, Guam 96921	647-5500	647-5600	RG Brown	rgbrown@dckww.com	01/28/14	E-mailed	
11. Watts Constructors, LLC	674 Harmon Loop Road Suite 212 Dededo, Guam 96929	300-9030	633-4545	Loretta Lujan	loretta.lujan@watts.con.com	01/28/14	E-mailed	
12. BBR Micronesia Corporation	1998A EMPSCO Building, Route 16 Dededo, Guam 96929	633-7261	633-7260	LM Cristobal	bbrlmcristobal@aim.com	01/28/14	E-mailed	
13. HDR, Inc.	134 W. Soledad Ave., BOH Building, Suite 404 Hagatna, Guam 96910	989-5558	989-5557	N. Manley	nmanley@hdrinc.com	01/28/14	E-mailed	
14. EMPSCO Engineering Consultants	1998 EMPSCO Bldg. Suite C, 2nd Flr., Dededo, Guam 96929	638-4716	638-2136	Jun Capulong	juncapulong@empSCO.net	01/28/14	E-mailed	
15. Contech	9025 Centre Pointe Drive West Chester, OH 45069	800-338-1122	614-429-1774	J. Leach	jleach@conteches.com	01/28/14	E-mailed	
	9025 Centre Pointe Drive West Chester, OH 45069	800-338-1122	614-429-1774	CK Rugger	ckrugger@conteches.com	01/28/14	E-mailed	
16. Atlas Sales Company	348A Puuhale Road Honolulu, HI 96819	808-841-1111	808-841-6400	Ronnie	ronnie@atlas-sales.com	01/28/14	E-mailed	
17. NIPPO USA, Inc.	P.O. BOX 22319 GMF Barrigada, Guam 96921	653-7077	653-7077	Nimfa Tonillo	ntonillo@nippo-c.com	01/28/14	E-mailed	
	P.O. BOX 22319 GMF Barrigada, Guam 96921	653-7077	653-7077	Arvin Cubacub	acubacub@nippo-c.com	01/28/14	E-mailed	
18. Brique Construction, Inc.	P.O. BOX 6626 Tamuning, Guam 96931	483-0900	483-0900	Allen Kim	allen-kim@live.com	01/28/14	E-mailed	
19. Black Construction Corp.	P.O. BOX 24667 GMF Barrigada, Guam 96921	646-4861	646-9086	Cindy Urbano	cindy@blackguam.com	01/28/14	E-mailed	
20. IMS	945 Hornblend San Diego, CA 92109	858-490-6521	858-490-8811	Dustan Beity	federal@imsinfo.com	01/28/14	E-mailed	
21. Reliable Builders Inc.	P.O. BOX 7536 Tamuning, Guam 96931	646-1516	649-6060	Albert Tumanday	info@reliablebuilders.com	01/28/14	E-mailed	
	P.O. BOX 7536 Tamuning, Guam 96931	646-1516	649-6060	T. Smith / A. Tumanday	smithtom818@yahoo.com	01/28/14	E-mailed	
22. BCI Group	520 Lutwyche Rd. Lutwyche, Australia 4030	(617)318-8669	(617)363-4855	Arhay Fukuchi	a.fukuchi@bciaustralia.com	01/28/14	E-mailed	
23. AIT Bridges	Target Technology Center 20 Godfrey Drive Orono, ME 04473	207-866-6526	207-866-6501	Ken Sweeny	ken@aitbridges.com	01/28/14	E-mailed	
	Target Technology Center 20 Godfrey Drive Orono, ME 04473	207-866-6526	207-866-6501	Tim	tim@aitbridges.com	01/28/14	E-mailed	



Pedro C. Marquez III &lt;pedro.marquez@dpw.guam.gov&gt;

## Addendum No. 3 - Bile/Pigua Bridge Replacements, Project No. GU-NH-NBIS(007)

10 messages

Pedro C. Marquez III &lt;pedro.marquez@dpw.guam.gov&gt;

Tue, Jan 28, 2014 at 9:25 AM

To: Highways &lt;highways@dpw.guam.gov&gt;

Cc: "Carl V. Dominguez" <carl.dominguez@dpw.guam.gov>, "Jessie B. Palican" <jessie.palican@dpw.guam.gov>, "Joaquin R. Blaz" <joaquin.blaz@dpw.guam.gov>, "Richelle M. Takara, P.E." <Richelle.TAKARA@dot.gov>, Jonasson Snaebjom <snaebjom.jonasson@parsons.com>, "Ms. Kristina Ingvarsson" <Kristina.Ingvarsson@parsons.com>, jimmischler <mischler@pbworld.com>, "Kobayashi, Lynden" <Kobayashi@pbworld.com>, Raymond Meyer <meyerr@pbworld.com>, "Joseph Diaz (Guam)" <diazj@pbworld.com>, Isidro Duarosan <isidro.duarosan@dpw.guam.gov>, Sagrado Bilong <sagrado.bilong@dpw.guam.gov>, "Rigolberto J. Diaz" <rigolberto.diaz@dpw.guam.gov>, "Crispin B. Bensan" <crispin.bensan@dpw.guam.gov>, "Candido A. Orbong Jr" <candido.orbong@dpw.guam.gov>, "Ms. Audrey Wolford" <audrey.wolford@dpw.guam.gov>, Dondi Quintans <dondi@galaidegroup.com>, Monica Guzman <monicaguzman@galaidegroup.com>, Cliffor Guzman <cguzman@galaidegroup.com>, "Romualdo C. Domingo" <romualdo.domingo@dpw.guam.gov>, Paulene Aguon <Paulene.Aguon@parsons.com>

Bcc: esantos@imcoconstruction.com, rgbrown@dckww.com, loretta.lujan@watts.con.com, bbrlmcristobal@aim.com, nmanley@hdrinc.com, jun.capulong@empSCO.net, jleach@conteches.com, ronnie@atlas-sales.com, ntorillo@nipPO-c.com, allen-kim@live.com, Korando Corporation <admin\_korando@teleguam.net>, Craig Weymouth <crw@guam.net>, "Cindy R. Urbano" <cindyu@blackguam.com>, ckrugger@conteches.com, federal@imsinfo.com, jppangelinan@dckww.com, atumanday@reliablebuildersguam.com, ithtom818@yahoo.com, Arjhay Fukuchi <a.fukuchi@bciaustralia.com>, ken@autbridges.com, am@aitbridges.com, fbaytic.ibcm@ymail.com, jsevilla@hawaiianrock.com, joni\_korando@teleguam.net, acubacub@nipPO-c.com, ctwise@healytibbits.com, rez.dagomboy@coretechintl.com, joann@reactionco.com, guconst@ite.net, roy@crwguam.com, rtibayan@intbridgecorp.com

To: All Prospective Bidders

Please see attached Addendum No. 3 Revised Plan.

Pedro Marquez III  
 CDAS-DPW  
 542 N.Marine Corps Drive Tamuning, Guam 96913  
 e-mail: pedro.marquez@dpw.guam.gov  
 Tel. 649-3142  
 Fax No. 649-3124

 **AD-3 Revised Plan.pdf**  
 6855K

Mail Delivery Subsystem &lt;mailer-daemon@googlemail.com&gt;

Tue, Jan 28, 2014 at 9:25 AM

To: pedro.marquez@dpw.guam.gov

Delivery to the following recipient failed permanently:

ken@autbridges.com

Technical details of permanent failure:  
 DNS Error: Domain name not found



*The Honorable*  
**Eddie Baza Calvo**  
*Governor*

*The Honorable*  
**Ray Tenorio**  
*Lieutenant Governor*



**public works**  
DIPATTAMENTON CHE'CHO' PUPBLEKO  
**CARL V. DOMINGUEZ**

*Director*  
**JESSIE B. PALICAN**  
*Deputy Director*

January 23, 2014

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

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

*Ref: Bile/Pigua Bridge Replacement*  
*Project No. GU-NH-NBIS(007)*

Dear Mr. Wong,

This is to request your approval and/or authorization to issue Addendum No. 3 to the solicitation Invitation for Bid (IFB) for the referenced project. Attached is the Addendum No.3 for referencing.

Your immediate response will be greatly appreciated. If you have any questions, please contact Joaquin R. Blaz, Acting Program Administrator for the Division of Highways at (671) 649-3128 or Sagrado F. Bilong, Acting Engineer Supervisor, Contracts, Design and Analysis Section (CDAS) for the Division of Highways at (671) 649-3130.

Sincerely,

**CARL V. DOMINGUEZ**

I CONCUR: Date: 1/27/14  
Abraham Wong  
Division Administrator

Attachment

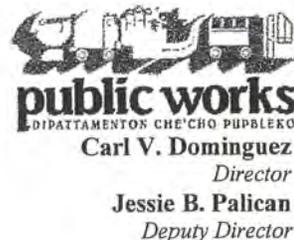
By:   
**Richelle M. Takara, P.E.**  
Territorial Representative  
FHWA-Hawaii Division

SBilong/JBlaz



The Honorable  
**Eddie Baza Calvo**  
Governor

The Honorable  
**Raymond S. Tenorio**  
Lieutenant Governor



**Carl V. Dominguez**  
Director

**Jessie B. Palican**  
Deputy Director

**Bile/Pigua Bridge Replacement**  
Project No.: GU-NH-NBIS(007)

January 22, 2014

**ADDENDUM NO. 3**

This addendum shall form part of the Contract Documents. Pursuant to Guam law, failure by any proposer to acknowledge receipt of this addendum in its proposal shall be grounds for disqualification of its bid.

QUESTIONS RECEIVED DURING THE PRE-BID CONFERENCE AND/OR IN WRITING, THEREAFTER:

Refer to Addendum 1 for responses to Questions 1-14.

**Revisions to Contract bid documents and specifications:**

<u>Deleted</u>	<u>Replaced With</u>	<u>Description</u>
BS-2 through BS-11	BS-2 (AD-3) through BS-11 (AD-3)	Revised quantity for Item 20220-1000. Added Item 20220-2000. Deleted Items 61901-2000 & 61902-3500. Repaginated schedule.
BS-12 through BS-21	BS-12 (AD-3) through BS-21 (AD-3)	Revised quantity for Item 20220-1000. Added Item 20220-2000. Deleted Items 61901-2000 & 61902-3500. Repaginated schedule.

**Revisions to Construction plans:**

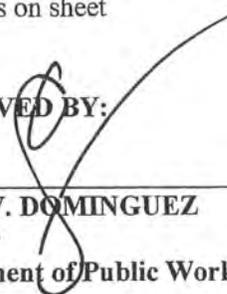
<u>Deleted</u>	<u>Replaced With</u>	<u>Description</u>
TS-6	TS-6 Revision 3	See clouded areas on sheet
C-3.1	C-3.1 Revision 3	See clouded areas on sheet
C-7	C-7 Revision 3	See clouded areas on sheet
TS-6A	TS-6A Revision 3	See clouded areas on sheet
C-3.1A	C-3.1A Revision 3	See clouded areas on sheet
C-7A	C-7A Revision 3	See clouded areas on sheet

**- END OF ADDENDUM -**

**RECOMMENDED BY:**

  
\_\_\_\_\_  
**EUGENE A. NIEMASZ, P.E.**  
Acting Chief Engineer - Highways  
Governor's Temporary Appointment dated 11/8/13  
Department of Public Works

**APPROVED BY:**

  
\_\_\_\_\_  
**CARL V. DOMINGUEZ**  
Director  
Department of Public Works

**CONCUR:**

**ABRAHAM WONG**  
Division Administrator, FHWA

**BY:**

\_\_\_\_\_  
**Richelle M. Takara, P.E.**  
Transportation Engineer  
FHWA - Hawaii Division

  
GNiemasz/JBlaz

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE**  
**"OPTION 1 (BRIDGE)"**

<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
15101-0000	Mobilization	LPSM	ALL	\$	\$
15201-0000	Construction Survey and Staking	LPSM	ALL	\$	\$
15401-0000	Contractor Testing	LPSM	ALL	\$	\$
15501-0000	Construction Schedule	LPSM	ALL	\$	\$
15701-0000	Soil Erosion Control	LPSM	ALL	\$	\$
15801-0000	Watering for Dust Control	MGAL	26	\$	\$
20101-0000	Clearing and Grubbing	ACRE	0.52	\$	\$
20220-1000	Removal, Individual Tree	EACH	28	\$	\$
20220-2000	Removal, Individual Stump	EACH	1	\$	\$

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number: PROJECT NO.: GU-NH-NBIS(007)  
 Project Location: Village of Merizo, Guam

**BID SCHEDULE  
 "OPTION 1 (BRIDGE)"**

<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
20301-0900	Removal of Fire Hydrant	EACH	1	\$	\$
20301-1110	Removal of Gate (12 Feet-Wide Chain Link)	EACH	1	\$	\$
20301-2400	Removal of Sign	EACH	4	\$	\$
20301-3110	Removal of Utility Poles (Including Hardware and Utility Lines)	EACH	4	\$	\$
20302-0900	Removal of Fence, Chain Link	LNFT	127	\$	\$
20302-1200	Removal, Guardrail	LNFT	301	\$	\$
20302-2300	Removal of Waterline	LNFT	940	\$	\$
20303-1600	Removal of Pavement, Asphalt	SQYD	875	\$	\$
20304-2100	Removal of Bridge (Complete)	LPSM	ALL	\$	\$

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE**  
**"OPTION 1 (BRIDGE)"**

<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
20302-2700	Removal of 2-Inch Aluminum Conduit, including Cabling	LNFT	252	\$	\$
20303-2710	Removal of 4-Inch Aluminum Conduit, including Cabling	LNFT	504	\$	\$
20303-3510	Removal of Stone Masonry (Grouted Rip-Rap)	SQYD	208	\$	\$
20304-7100	Removal of Concrete Service Pedestal, Complete	LPSM	ALL	\$	\$
20315-0000	Sawcutting Pavement	LNFT	87	\$	\$
20401-0000	Roadway Excavation	CUYD	5,625	\$	\$
20420-0000	Embankment Construction	CUYD	50	\$	\$
25110-2000	Grouted Rip-Rap, Class 2	CUYD	70	\$	\$
25110-4000	Grouted Rip-Rap, Class 4	CUYD	401	\$	\$

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE  
"OPTION 1 (BRIDGE)"**

<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
30102-0300	Aggregate Base, Grading C, 8-Inch Depth	SQYD	658	\$	\$
30102-0500	Aggregate Base, Grading C, 12-Inch Depth	SQYD	400	\$	\$
40201-1010	Hot Mix Asphalt (HMA) Concrete Pavement, Friction Course, 1-Inch Depth	TON	60	\$	\$
40201-0410	Hot Mix Asphalt (HMA) Concrete Pavement, Base Course, 3-Inch Depth	TON	82	\$	\$
41202-0000	Tack Coat	GAL	222	\$	\$
55101-0610	Precast Prestressed Concrete Piles, 14-Inch Solid Octagonal	LNFT	780	\$	\$
55101-0620	Precast Prestressed Concrete Piles, 14-Inch Solid Octagonal **Piles within 20 feet of existing GWA sewer lines**	LNFT	780	\$	\$
55104-1000	Dynamic Pile Load Test	EACH	8	\$	\$

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE  
"OPTION 1 (BRIDGE)"**

<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
55116-0000	Splices	EACH	12	\$	\$
55201-0115	Structural Concrete, Class A (Pile Cap / Abutment Wall / Retaining Wall)	CUYD	250	\$	\$
55201-0125	Structural Concrete, Class A (Approach Slab)	CUYD	210	\$	\$
55201-0135	Structural Concrete, Class A (Pole Foundation)	CUYD	17	\$	\$
55201-0145	Structural Concrete, Class A (Service Pedestal)	CUYD	2	\$	\$
55302-3410	Precast, Prestress Bridge Box Beam (Type B27-48)	LNFT	1,150	\$	\$
55506-0110	Miscellaneous Steel (Utility Raceway Aluminum Frame in- place)	EACH	23	\$	\$
55601-0800	Bridge Railing, Concrete, New Jersey Safety Shape	LNFT	230	\$	\$
56202-0100	Temporary Support Structure (Bridge Erection System)	LPSM	ALL	\$	\$

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE  
"OPTION 1 (BRIDGE)"**

<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
56302-1000	Painting, Concrete Structure	SQFT	2,190	\$	\$
56401-0000	Bearing Devices	EACH	40	\$	\$
60201-0600	18-Inch Pipe Culvert	LNFT	27	\$	\$
60210-0600	End Section for 18-Inch Pipe Culvert	EACH	2	\$	\$
60405-0000	Manhole Adjustment	EACH	6	\$	\$
60417-0000	Cleanout, Sewer, 4-inch	EACH	1	\$	\$
60901-1700	Curb, Concrete 18-Inch Depth	LNFT	128	\$	\$
61102-0450	¾-inch Waterline, Polyvinyl Chloride (PVC) (Including Fittings)	LNFT	28	\$	\$
61102-0600	1- Inch Waterline, Copper (including Fittings)	LNFT	146	\$	\$

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE  
"OPTION 1 (BRIDGE)"**

<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
61102-3250	8-Inch Waterline, Ductile Iron (including Fittings)	LNFT	607	\$	\$
61104-0200	Valve, Air Release	EACH	4	\$	\$
61106-0000	Fire Hydrant	EACH	1	\$	\$
61107-0000	Water Meter	EACH	3	\$	\$
61108-4000	Adjust Valve Box	EACH	1	\$	\$
61701-5010	Guardrail – Type W	LNFT	88	\$	\$
61701-5020	Guardrail – Type T	LNFT	166	\$	\$
61702-0010	Guardrail Anchorage Approach End	EACH	4	\$	\$
61702-0020	Guardrail Anchorage Trailing End	EACH	4	\$	\$

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE  
"OPTION 1 (BRIDGE)"**

<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
62502-0000	Turf Establishment	SQYD	1000	\$	\$
62701-0100	Sod, Strip, Reinforced Bioswale	SQYD	356	\$	\$
63401-1501	Pavement Marking, Type H, 4-Inch Wide, Solid Line, White	LNFT	800	\$	\$
63401-1503	Pavement Marking, Type H, 4-Inch Wide, Solid Line, Yellow	LNFT	800	\$	\$
63406-0201	Raised Pavement Marking, Reflectorized 2-Ways, Type "YY"	EACH	52	\$	\$
63406-0203	Raised Pavement Marking, Reflectorized 2-Ways, Type "BB"	EACH	1	\$	\$
63501-0000	Temporary Traffic Control	LPSM	ALL	\$	\$
63501-1000	Temporary Traffic Control, Traffic and Safety Supervisor	LPSM	ALL	\$	\$
63601-0900	System Installation, Electrical Utility Company Compensation	LPSM	ALL	\$	\$

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE  
"OPTION 1 (BRIDGE)"**

<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
63601-3020	System Installation, Electrical (Service Entrance)	LPSM	ALL	\$	\$
63610-1610	Conduit, 2-Inch, PVC (including Fittings)	LNFT	240	\$	\$
63610-1710	Conduit, 2-Inch, Aluminum (including Fittings)	LNFT	140	\$	\$
63610-2810	Conduit, 4-Inch, PVC (including Fittings)	LNFT	520	\$	\$
63610-2910	Conduit, 4-Inch, Aluminum (including Fittings)	LNFT	280	\$	\$
63620-0010	Utility Poles, Hardware and Overhead Lines	EACH	6	\$	\$
63621-1100	Utility Box, Handhole (2'x4')	EACH	9	\$	\$
63622-0000	Utility Trench	LNFT	400	\$	\$
63640-0600	Relocate Communication Line	LPSM	ALL	\$	\$

Project Title: BILE / FIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number: PROJECT NO.: GU-NH-NBIS(007)  
 Project Location: Village of Merizo, Guam

<b>BID SCHEDULE "OPTION 1 (BRIDGE)"</b>					
Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
63641-0100	Relocate Luminaire (including Cables & Accessories, Complete)	EACH	2	\$	\$
63641-1100	Relocation of Transformer (Pole Mounted)	EACH	4	\$	\$
63701-0100	Field Office	LPSM	ALL	\$	\$
99953-0000	Contingent Sum	LPSM	ALL	\$	\$
TOTAL "OPTION 1 (BRIDGE)" BID AMOUNT .....					
(IN WORDS)					

\* Note: The Contingent Sum is for Government use only. No work shall be charged to this Item unless authorized in writing by the Contracting Officer.

\*\*\* END OF BID SCHEDULE "OPTION 1 (BRIDGE)" \*\*

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number: PROJECT NO.: GU-NH-NBIS(007)  
 Project Location: Village of Merizo, Guam

<b>BID SCHEDULE "OPTION 2 (3-SIDED CONCRETE CULVERT)"</b>					
<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
15101-0000	Mobilization	LPSM	ALL	\$	\$
15201-0000	Construction Survey and Staking	LPSM	ALL	\$	\$
15401-0000	Contractor Testing	LPSM	ALL	\$	\$
15501-0000	Construction Schedule	LPSM	ALL	\$	\$
15701-0000	Soil Erosion Control	LPSM	ALL	\$	\$
15801-0000	Watering for Dust Control	MGAL	26	\$	\$
20101-0000	Clearing and Grubbing	ACRE	0.52	\$	\$
20220-1000	Removal, Individual Tree	EACH	28	\$	\$
20220-2000	Removal, Individual Stump	EACH	1	\$	\$

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number: PROJECT NO.: GU-NH-NBIS(007)  
 Project Location: Village of Merizo, Guam

**BID SCHEDULE  
 "OPTION 2 (3-SIDED CONCRETE CULVERT)"**

<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
20301-0900	Removal of Fire Hydrant	EACH	1	\$	\$
20301-1110	Removal of Gate (12 Feet Wide Chain Link)	EACH	1	\$	\$
20301-2400	Removal of Sign	EACH	4	\$	\$
20301-3110	Removal of Utility Poles (Including Hardware and Utility Lines)	EACH	4	\$	\$
20302-0900	Removal of Fence, Chain Link	LNFT	127	\$	\$
20302-1200	Removal of Guardrail	LNFT	301	\$	\$
20302-2300	Removal of Waterline	LNFT	629	\$	\$
20303-1600	Removal of Pavement, Asphalt	SQYD	875	\$	\$
20304-2100	Removal of Bridge (Complete)	LPSM	ALL	\$	\$

Project Title: BILE / FIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number: PROJECT NO.: GU-NH-NBIS(007)  
 Project Location: Village of Merizo, Guam

**BID SCHEDULE  
 "OPTION 2 (3-SIDED CONCRETE CULVERT)"**

<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
20302-2700	Removal of 2-Inch Aluminum Conduit, including Cabling	LNFT	252	\$	\$
20303-2710	Removal of 4-Inch Aluminum Conduit, including Cabling	LNFT	504	\$	\$
20303-3510	Removal of Stone Masonry (Grouted Rip-Rap)	SQYD	192	\$	\$
20304-7100	Removal of Concrete Service Pedestal, Complete	LPSM	ALL	\$	\$
20315-0000	Sawcutting Pavement	LNFT	87	\$	\$
20401-0000	Roadway Excavation	CUYD	4,746	\$	\$
20420-0000	Embankment Construction	CUYD	50	\$	\$
25110-2000	Grouted Rip-Rap, Class 2	CUYD	120	\$	\$
25110-4000	Grouted Rip-Rap, Class 4	CUYD	154	\$	\$

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number: PROJECT NO.: GU-NH-NBIS(007)  
 Project Location: Village of Merizo, Guam

<b>BID SCHEDULE</b> <b>“OPTION 2 (3-SIDED CONCRETE CULVERT)”</b>					
<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
30102-0300	Aggregate Base, Grading C, 8-Inch Depth	SQYD	1,397	\$	\$
40201-1010	Hot Mix Asphalt (HMA) Concrete Pavement, Friction Course, 1-Inch Depth	TON	44	\$	\$
40201-0410	Hot Mix Asphalt (HMA) Concrete Pavement, Base Course, 3-Inch Depth	TON	174	\$	\$
41202-0000	Tack Coat	GAL	160	\$	\$
55101-0610	Precast Prestressed Concrete Piles, 14-Inch Solid Octagonal	LNFT	1,500	\$	\$
55101-0620	Precast Prestressed Concrete Piles, 14-Inch Solid Octagonal **Piles within 20 feet of existing GWA sewer lines**	LNFT	1,300	\$	\$
55104-1000	Dynamic Pile Load Test	EACH	8	\$	\$
55116-0000	Splices	EACH	22	\$	\$

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE**  
**"OPTION 2 (3-SIDED CONCRETE CULVERT)"**

<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
60417-0000	Cleanout, Sewer, 4-inch	EACH	1	\$	\$
60901-1700	Curb, Concrete, 18-Inch Depth	LNFT	128	\$	\$
61102-0450	¾-inch Waterline, Polyvinyl Chloride (PVC) (Including Fittings)	LNFT	53	\$	\$
61102-0600	1- Inch Waterline, Copper (including Fittings)	LNFT	145	\$	\$
61102-3250	8-Inch Waterline, Ductile Iron (including Fittings)	LNFT	413	\$	\$
61104-0200	Valve, Air Release	EACH	4	\$	\$
61106-0000	Fire Hydrant, Assembly	EACH	1	\$	\$
61107-0000	Water Meter	EACH	3	\$	\$
61108-4000	Adjust Valve Box	EACH	1	\$	\$

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE**  
**“OPTION 2 (3-SIDED CONCRETE CULVERT)”**

<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
61701-5010	Guardrail – Type W	LNFT	50	\$	\$
61701-5020	Guardrail – Type T	LNFT	166	\$	\$
61702-0010	Guardrail Anchorage Approach End	EACH	4	\$	\$
61702-0020	Guardrail Anchorage Trailing End	EACH	4	\$	\$
62502-0000	Turf Establishment	SQYD	1000	\$	\$
62701-0100	Sod, Strip, Reinforced Bioswale	SQYD	355	\$	\$
63401-1501	Pavement Marking, Type H, 4-Inch Wide, Solid Line, White	LNFT	800	\$	\$
63401-1503	Pavement Marking, Type H, 4-Inch Wide, Solid Line, Yellow	LNFT	800	\$	\$
63406-0201	Raised Pavement Marking, Reflectorized 2-Ways, Type “YY”	EACH	52	\$	\$

Project Title: BILE / FIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number: PROJECT NO.: GU-NH-NBIS(007)  
 Project Location: Village of Merizo, Guam

<b>BID SCHEDULE "OPTION 2 (3-SIDED CONCRETE CULVERT)"</b>					
<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
63406-0203	Raised Pavement Marking, Reflectorized 2-Ways, Type "BB"	EACH	1	\$	\$
63501-0000	Temporary Traffic Control	LPSM	ALL	\$	\$
63501-1000	Temporary Traffic Control, Traffic and Safety Supervisor	LPSM	ALL	\$	\$
63601-0900	System Installation, Electrical Utility Company Compensation	LPSM	ALL	\$	\$
63601-3020	System Installation, Electrical (Service Entrance)	LPSM	ALL	\$	\$
63610-1610	Conduit, 2-Inch, PVC (including Fittings)	LNFT	240	\$	\$
63610-1710	Conduit, 2-Inch, Aluminum (including Fittings)	LNFT	140	\$	\$
63610-2810	Conduit, 4-Inch, PVC (including Fittings)	LNFT	520	\$	\$
63610-2910	Conduit, 4-Inch, Aluminum (including Fittings)	LNFT	280	\$	\$

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE  
"OPTION 2 (3-SIDED CONCRETE CULVERT)"**

<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
63620-0010	Utility Poles, Hardware and Overhead Lines	EACH	6	\$	\$
63621-1100	Utility Box, Handhole (2'x4')	EACH	9	\$	\$
63622-0000	Utility Trench	LNFT	400	\$	\$
63640-0600	Relocate Communication Line	LPSM	ALL	\$	\$
63641-0100	Relocate Luminaire (including Cables & Accessories, Complete)	EACH	2	\$	\$
63641-1100	Relocation of Transformer (Pole Mounted)	EACH	4	\$	\$
63701-0100	Field Office	LPSM	ALL	\$	\$
99953-0000	Contingent Sum*	LPSM	ALL	\$	\$
TOTAL "OPTION 2 (3-SIDED CONCRETE CULVERT)" BID AMOUNT .....					\$
(IN WORDS)					

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number: PROJECT NO.: GU-NH-NBIS(007)  
 Project Location: Village of Merizo, Guam

<b>BID SCHEDULE            "OPTION 2 (3-SIDED CONCRETE CULVERT)"</b>					
<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>

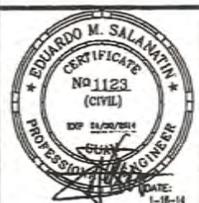
\* Note: The Contingent Sum is for Government use only. No work shall be charged to this Item unless authorized in writing by the Contracting Officer.

\*\*\* END OF BID SCHEDULE "OPTION 2 (3-SIDED CONCRETE CULVERT)" \*\*\*

SUMMARY OF APPROXIMATE QUANTITIES - OPTION 1 (BRIDGE)					
Pay Item Number	Description	Unit	Estimated Quantity		
			Pigua	Bile	Total
15101-0000	Mobilization	LPSM	ALL	ALL	ALL
15201-0000	Construction Survey and Staking	LPSM	ALL	ALL	ALL
15401-0000	Contractor Testing	LPSM	ALL	ALL	ALL
15501-0000	Construction Schedule	LPSM	ALL	ALL	ALL
15701-0000	Soil Erosion Control	LPSM	ALL	ALL	ALL
15801-0000	Watering for Dust Control	MGAL	13	13	26
20101-0000	Clearing and Grubbing	ACRE	0.28	0.24	0.52
20220-1000	Removal, Individual Tree	EACH	22	5	27
20220-2000	Removal, Individual Stump	EACH	0	1	1
20301-0000	Removal of fire hydrant	EACH	1	—	1
20301-1110	Removal of gate (12 feet-wide Chain link)	EACH	—	1	1
20301-2400	Removal of sign	EACH	2	2	4
20301-3110	Removal of utility poles (including hardware and utility lines)	EACH	1	3	4
20302-0900	Removal of Fence, Chain link	LNFT	—	127	127
20302-1200	Removal of Guardrail	LNFT	183	138	301
20302-2300	Removal of Waterline	LNFT	540	400	940
20303-1800	Removal of pavement, Asphalt	SQYD	435	440	875
20304-2100	Removal of bridge (complete)	LPSM	ALL	ALL	ALL
20302-2700	Removal of 2-inch Aluminum conduit, including cabling	LNFT	80	172	252
20303-2710	Removal of 4-inch Aluminum conduit, including cabling	LNFT	160	344	504
20303-3510	Removal of Stone Masonry (Grouted Rip-Rap)	SQYD	188	10	208
20304-7100	Removal of concrete service pedestal, complete	LPSM	—	ALL	ALL
20315-0000	Sawcutting Pavement	LNFT	43	44	87
20401-0000	Roadway Excavation	CUYD	2,025	3,600	5,625
20420-0000	Embankment Construction	CUYD	25	25	50
25110-2000	Grouted Rip-Rap, Class 2	CUYD	39	31	70
25110-4000	Grouted Rip-Rap, Class 4	CUYD	220	181	401
30102-0300	Aggregate Base, Grading C, 8-inch Depth	SQYD	272	388	658
30102-0500	Aggregate Base, Grading C, 12-inch Depth	SQYD	200	200	400
40201-1010	Hot Mix Asphalt (HMA) Concrete Pavement, Friction Course, 1-inch Depth	TON	30	30	60
40201-0410	Hot Mix Asphalt (HMA) Concrete Pavement, Base Course, 3-inch Depth	TON	34	46	82
41202-0000	Task Coat	GAL	115	107	222
55101-0810	Precast prestressed concrete piles, 14-inch solid octagonal	LNFT	600	180	780
55101-0620	Precast prestressed concrete piles, 14-inch solid octagonal **Piles within 20 feet of existing GWA sewer lines**	LNFT	600	180	780
55104-1000	Dynamic Pile Load Test	EACH	4	4	8
55116-0000	Splices	EACH	12	—	12
55201-0115	Structural Concrete, Class A (pile cap/abutment wall/retaining wall)	CUYD	130	120	250
55201-0125	Structural Concrete, Class A (approach Slab)	CUYD	105	105	210
55201-0135	Structural Concrete, Class A (pole foundation)	CUYD	8	11	17
55201-0145	Structural Concrete, Class A (service pedestal)	CUYD	2	—	2
55302-3410	Precast, prestress bridge box beam (Type B27-48)	LNFT	600	650	1,150
55506-0110	Miscellaneous Steel (Utility roadway aluminum frame in-place)	EACH	12	11	23
55801-0800	Bridge railing, concrete, New Jersey safety shape	LNFT	120	110	230
55202-0100	Temporary Support Structure (Bridge Erection System)	LPSM	ALL	ALL	ALL

SUMMARY OF APPROXIMATE QUANTITIES - OPTION 1 (BRIDGE)					
Pay Item Number	Description	Unit	Estimated Quantity		
			Pigua	Bile	Total
56302-1000	Painting, concrete structure	SQFT	1,190	1,000	2,190
56401-0000	Bearing device	EACH	20	20	40
60201-0500	18-inch Pipe Culvert	LNFT	—	27	27
60210-0600	End Section for 18-inch Pipe Culvert	EACH	—	2	2
60405-0000	Manhole Adjustment	EACH	3	3	6
60417-0000	Cleanout, Sewer, 4-inch	EACH	1	—	1
60801-1700	Curb, Concrete 18-inch Depth	LNFT	73	55	128
61102-0450	3/4-inch waterline, polyvinyl chloride (PVC) (including fittings)	LNFT	25	2	28
61102-0600	1-inch waterline, copper (including fittings)	LNFT	100	46	146
61102-3250	8-inch waterline, ductile iron (including fittings)	LNFT	307	300	607
61104-0200	Valve, air release	EACH	2	2	4
61108-0000	Fire Hydrant	EACH	1	—	1
61107-0000	Water Meter	EACH	2	1	3
61108-4000	Adjust Valve Box	EACH	1	—	1
61701-5010	Guardrail - Type W	LNFT	25	63	88
61701-5020	Guardrail - Type T	LNFT	83	83	166
61702-0010	Guardrail Anchorage Approach End	EACH	2	2	4
61702-0020	Guardrail Anchorage Trailing End	EACH	2	2	4
62502-0000	Turf Establishment	SQYD	500	500	1,000
62701-0100	Sod, Strip, Reinforced Biowale	SQYD	206	150	356
63401-1501	Pavement Marking, Type H, 4-inch Wide, Solid Line, White	LNFT	400	400	800
63401-1503	Pavement Marking, Type H, 4-inch Wide, Solid Line, Yellow	LNFT	400	400	800
63408-0201	Raised Pavement Marking, ReflectORIZED 2-Ways, Type "YY"	EACH	28	28	52
63408-0203	Raised Pavement Marking, ReflectORIZED 2-Ways, Type "BB"	EACH	1	—	1
63501-0000	Temporary Traffic Control	LPSM	ALL	ALL	ALL
63501-1000	Temporary Traffic Control, Traffic and Safety Supervisor	LPSM	ALL	ALL	ALL
63601-0900	System installation, electrical utility company compensation	LPSM	ALL	ALL	ALL
63601-3020	System installation, electrical (service entrance)	LPSM	—	ALL	ALL
63810-1810	Conduit, 2-inch, PVC (including fittings)	LNFT	120	120	240
63810-1710	Conduit, 2-inch, Aluminum (including fittings)	LNFT	80	60	140
63810-2810	Conduit, 4-inch, PVC (including fittings)	LNFT	280	240	520
63810-2910	Conduit, 4-inch, Aluminum (including fittings)	LNFT	160	120	280
63820-0010	Utility poles, hardware and overhead lines	EACH	2	4	6
63821-1100	Utility box, handhole (2x4)	EACH	4	5	9
63622-0000	Utility trench	LNFT	—	400	400
63640-0500	Relocate communication line	LPSM	ALL	ALL	ALL
63641-0100	Relocate luminaire (including cables & accessories, complete)	EACH	1	1	2
63641-1100	Relocation of transformer (pole mounted)	EACH	—	4	4
63701-0100	Field Office	LPSM	ALL	ALL	ALL
69953-0000	Contingent Sum	LPSM	ALL	ALL	ALL

*Eugene A. Niemasz*  
**EUGENE A. NIEMASZ, P.E.**  
 ACTING CHIEF ENGINEER - HIGHWAYS  
 DEPARTMENT OF PUBLIC WORKS



DRAWING REVISIONS			
REVISION	DATE	BY	DESCRIPTION
1	1-16-14	EMS	ADDENDUM 3 - REVISED QUANTITIES, ADDED & DELETED ITEMS

DESIGNER JMC  
 DETAILER CAD/PCP/MNS  
 CHECKER EMS/JMC  
 DATE 1-16-14



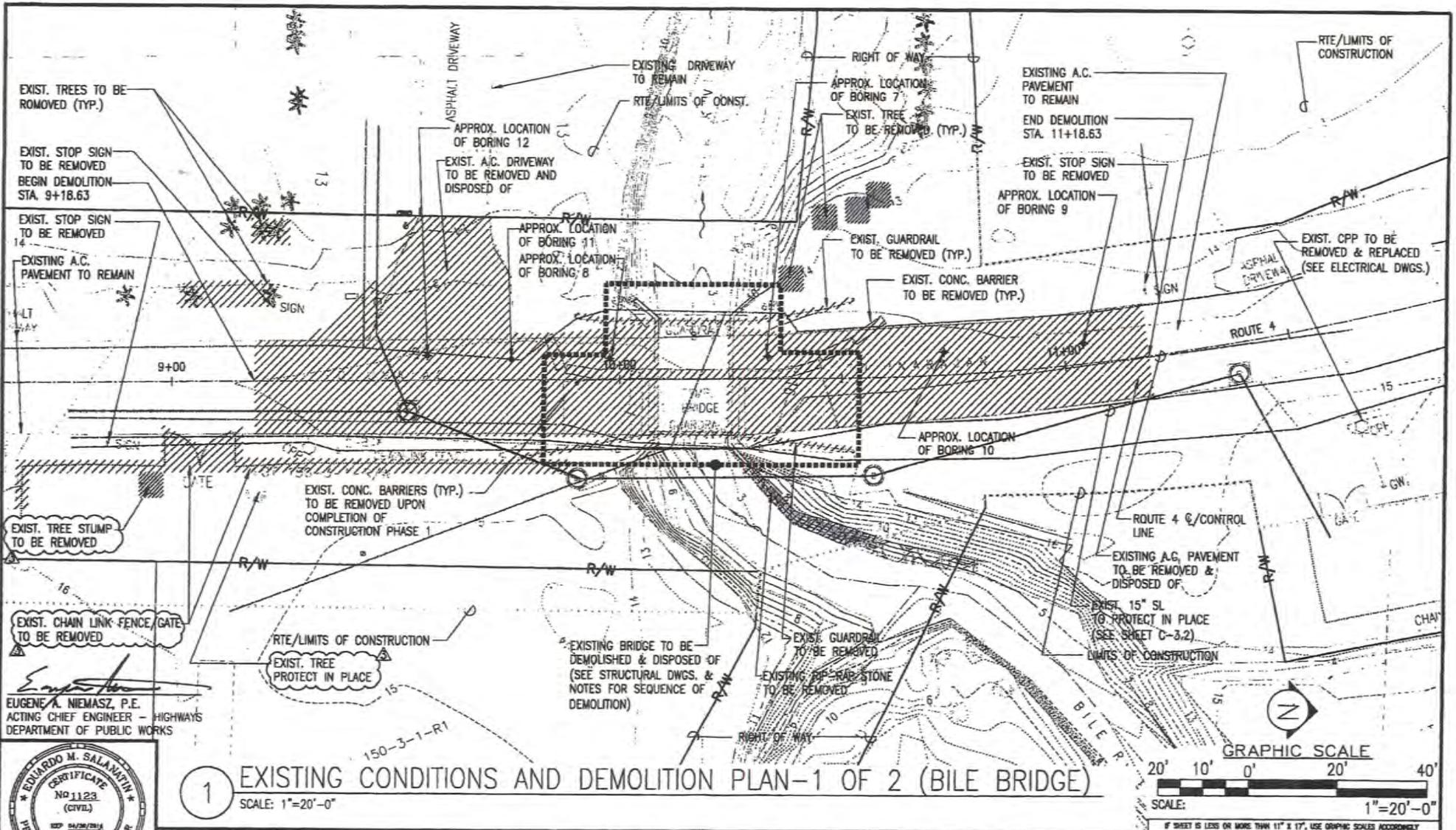
**BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 OPTION 1 (BRIDGE)**

**SUMMARY OF APPROXIMATE QUANTITIES**

F SHEET IS LESS OR MORE THAN 11" x 17", USE GRAPHIC SCALES ACCORDINGLY

GUAM DEPARTMENT OF PUBLIC WORKS					
VILLAGE	TERRITORY	PROJECT NO.	DRAWING SHEET NO.	SHEET NO.	TOTAL SHEETS
MERIZO	GUAM	GU-18-NBIS(007)	TS-8	6	133

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.



**1** EXISTING CONDITIONS AND DEMOLITION PLAN-1 OF 2 (BILE BRIDGE)  
 SCALE: 1"=20'-0"

EUGENE A. NIEMASZ, P.E.  
 ACTING CHIEF ENGINEER - HIGHWAYS  
 DEPARTMENT OF PUBLIC WORKS



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DRAWING REVISIONS			
REVISION	DATE	BY	DESCRIPTION
1	1-16-14	EMS	ADDendum 3 - REVISED/ADDED CALLOUTS

DESIGNER JIMC  
 DETAILER CAD/PCPAMNS  
 CHECKER EMS/JMC  
 DATE 1-16-14



**BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 OPTION 1 (BRIDGE)**  
 EXISTING CONDITION, DEMOLITION  
 AND RELOCATION PLAN-1 OF 2 (BILE BRIDGE)

GUAM DEPARTMENT OF PUBLIC WORKS					
VILLAGE	TERRITORY	PROJECT NO.	DRAWING SHEET NO.	TOTAL SHEETS	TOTAL NO.
MERIZO	GUAM	GU-NH-NBIS(007)	C-3.1	13	133



SUMMARY OF APPROXIMATE QUANTITIES - OPTION 2 (3-SIDED CONCRETE CULVERT)

Pay Item Number	Description	Unit	Estimated Quantity		
			Pigua	Bile	Total
15101-0000	Mobilization	LPSM	ALL	ALL	ALL
15201-0000	Construction Survey & Staking	LPSM	ALL	ALL	ALL
15401-0000	Contractor Testing	LPSM	ALL	ALL	ALL
15501-0000	Construction Schedule	LPSM	ALL	ALL	ALL
15701-0000	Soil Erosion Control	LPSM	ALL	ALL	ALL
15801-0000	Watering for Dust Control	MGAL	13	13	26
20101-0000	Clearing and Grubbing	ACRE	0.28	0.24	0.52
20220-1000	Removal Individual Tree	EACH	22	8	28
20220-2000	Removal Individual Stump	EACH	0	1	1
20301-0900	Removal of fire hydrant	EACH	1	---	1
20301-1110	Removal of gate (12 ft-wide Chain link)	EACH	---	1	1
20301-2400	Removal of sign	EACH	2	2	4
20301-3110	Removal of utility poles (including hardware and utility lines)	EACH	1	3	4
20302-0900	Removal of Fence, Chain link	LNFT	---	127	127
20302-1200	Removal of Guardrail	LNFT	163	136	301
20302-2300	Removal of Waterline	LNFT	384	245	629
20303-1800	Removal of pavement, Asphalt	SQYD	435	440	875
20304-2100	Removal of bridge (complete)	LPSM	ALL	ALL	ALL
20302-2700	Removal of 2-inch Aluminum conduit, including cabling	LNFT	80	172	252
20303-2710	Removal of 4-inch Aluminum conduit, including cabling	LNFT	180	344	504
20303-3510	Removal of Stone Masonry (Grouted Rip-Rap)	SQYD	192	---	192
20304-7100	Removal of concrete service pedestal, complete	LPSM	---	ALL	ALL
20315-0000	Sawcutting Pavement	LNFT	43	44	87
20401-0000	Roadway Excavation	CUYD	2,071	2,875	4,746
20420-0000	Embankment Construction	CUYD	25	25	50
25110-2000	Grouted Rip-Rap, Class 2	CUYD	89	51	120
25110-4000	Grouted Rip-Rap, Class 4	CUYD	97	57	154
30102-0300	Aggregate Base, Grading C, 8-Inch Depth	SQYD	842	755	1,397
40301-0410	Hot Mix Asphalt Concrete Pavement, Friction Course, 1-Inch Depth	TON	22	22	44
40301-3300	Hot Mix Asphalt Concrete Pavement, Base Course, 3-Inch Depth	TON	80	94	174
41202-0000	Tack Coat	GAL	80	80	160
55101-0510	Precast prestressed concrete piles, 14-inches solid octagonal	LNFT	1,200	300	1,500
55101-0620	Precast prestressed concrete piles, 14-inches solid octagonal **Piles within 20 feet of existing GWA sewer lines**	LNFT	1,000	300	1,300
55104-1000	Dynamic Pile Load Test	EACH	4	4	8
55116-0000	Splices	EACH	22	---	22
55201-0115	Structural Concrete, Class A (3-sided culvert pile cap)	CUYD	40	40	80
55201-0125	Structural Concrete, Class A (wing wall pile cap)	CUYD	35	35	70
55201-0135	Structural Concrete, Class A (3-sided culvert)	LPSM	ALL	ALL	ALL
55201-0145	Structural Concrete, Class A (pole foundation)	CUYD	6	11	17
55201-0155	Structural Concrete, Class A (service pedestal)	CUYD	2	---	2
56202-0100	Temporary Support Structure (Bridge Erection System)	LPSM	ALL	ALL	ALL
60201-0800	18-Inch Pipe Culvert	LNFT	---	27	27
60210-0800	End Section for 18-Inch Pipe Culvert	EACH	---	2	2
60405-0000	Manhole Adjustment	EACH	1	3	4

SUMMARY OF APPROXIMATE QUANTITIES - OPTION 2 (3-SIDED CONCRETE CULVERT)

Pay Item Number	Description	Unit	Estimated Quantity		
			Pigua	Bile	Total
60417-0000	Clearout, Sewer, 4-Inch	EACH	1	---	1
60901-1700	Curb, Concrete 18-Inch Depth	LNFT	73	55	128
81102-0450	3/4-inch waterline, polyvinyl chloride (PVC) (including fittings)	LNFT	20	33	53
81102-0800	1-inch waterline, copper (including fittings)	LNFT	100	45	145
81102-3250	8-inch waterline, ductile iron (including fittings)	LNFT	230	183	413
81104-0200	Valve, air release	EACH	2	2	4
81108-0000	Fire Hydrant, assembly	EACH	1	---	1
81107-0000	Water Meter	EACH	2	1	3
81108-4000	Adjust Valve Box	EACH	1	---	1
81701-5010	Guardrail - Type W	LNFT	25	25	50
81701-5020	Guardrail - Type T	LNFT	83	83	166
81702-0010	Guardrail Anchorage Approach End	EACH	2	2	4
81702-0020	Guardrail Anchorage, Friling-Emt	EACH	2	2	4
82502-0000	Turf Establishment	SQYD	500	500	1,000
82701-0100	Sod, Strip, Reinforced Bioswale	SQYD	200	155	355
83401-1501	Pavement Marking, Type H, 4-Inch Wide, Solid Line, White	LNFT	400	400	800
83401-1503	Pavement Marking, Type H, 4-Inch Wide, Solid Line, Yellow	LNFT	400	400	800
83406-0201	Raised Pavement Marking, ReflectORIZED 2-Ways, Type "Y"	EACH	25	28	52
83406-0203	Raised Pavement Marking, ReflectORIZED 2-Ways, Type "BB"	EACH	1	---	1
83501-0000	Temporary Traffic Control	LPSM	ALL	ALL	ALL
83501-1000	Temporary Traffic Control, Traffic and Safety Supervisor	LPSM	ALL	ALL	ALL
83601-0900	System Installation, electrical utility company compensation	LPSM	ALL	ALL	ALL
83601-3020	System Installation, electrical (service entrance)	LPSM	---	ALL	ALL
83610-1810	Conduit, 2-inch, PVC (including fittings)	LNFT	120	120	240
83610-1710	Conduit, 2-inch, Aluminum (including fittings)	LNFT	80	80	140
83610-2810	Conduit, 4-inch, PVC (including fittings)	LNFT	280	240	520
83610-2910	Conduit, 4-inch, Aluminum (including fittings)	LNFT	160	120	280
83620-0010	Utility poles, hardware and overhead lines	EACH	2	4	6
83821-1100	Utility box, handhole (2'x4')	EACH	4	5	9
83822-0000	Utility trench	LNFT	---	400	400
83840-0600	Relocate communication line	LPSM	ALL	ALL	ALL
83841-0100	Relocate luminaire (including cables & accessories, complete)	EACH	1	1	2
83841-1100	Relocation of transformer (pole mounted)	EACH	---	4	4
83701-0100	Field Office	LPSM	ALL	ALL	ALL
88953-0000	Contingent Sum	LPSM	ALL	ALL	ALL



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DRAWING REVISIONS

REVISION	DATE	BY	DESCRIPTION
1	1-16-14	EM/S	ADDENDUM 3 - REVISED QUANTITIES, ADDED & DELETED ITEMS

DESIGNER JMC  
 DETAILER CAD/PCP/MNS  
 CHECKER EMS/JMC  
 DATE 1-16-14



BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 OPTION 2 (3-SIDED CONCRETE CULVERT)

SUMMARY OF APPROXIMATE QUANTITIES

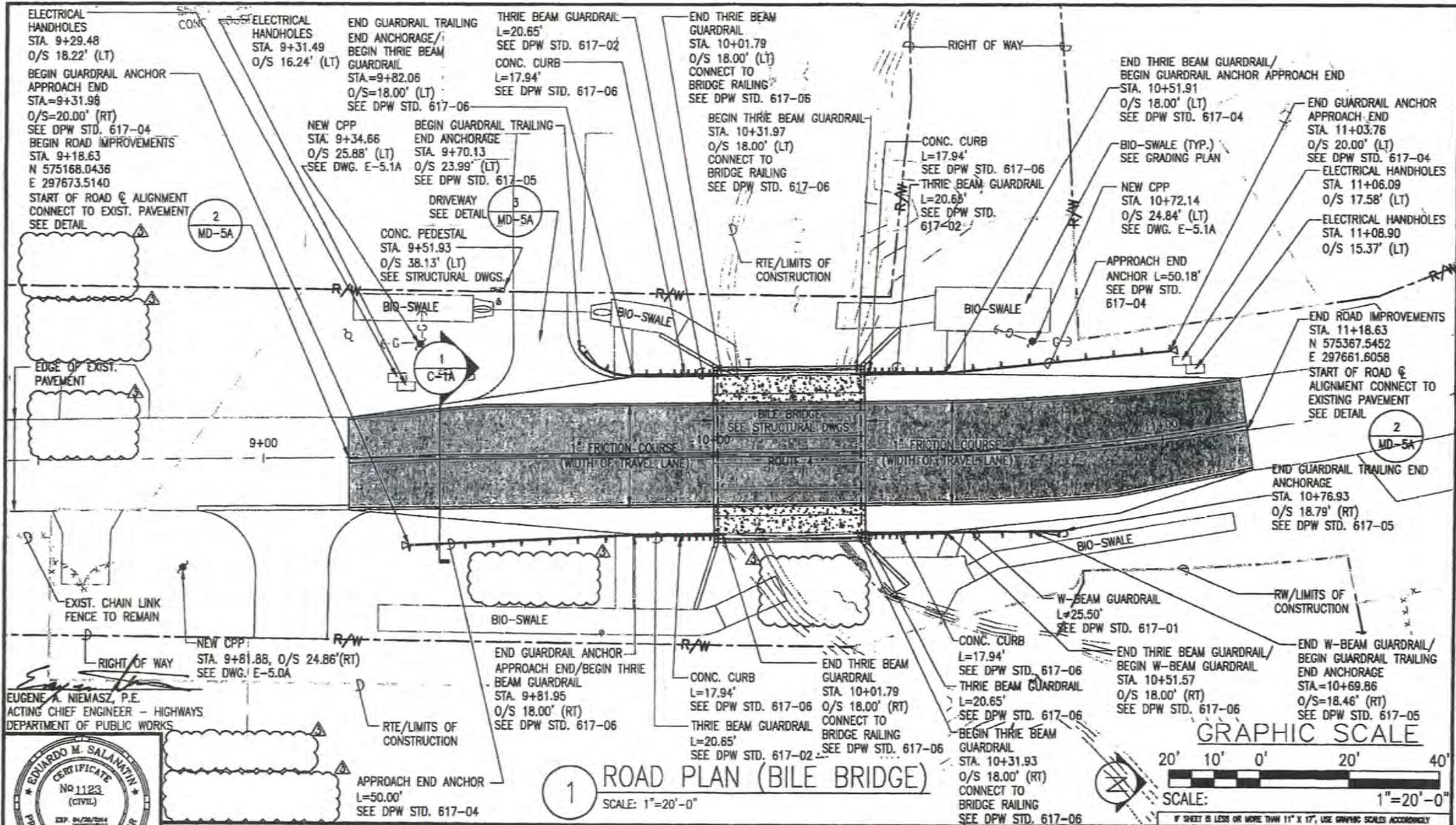
IF SHEET IS LESS OR MORE THAN 11" X 17", USE GRAPHIC SCALES ACCORDINGLY

GUAM  
 DEPARTMENT OF PUBLIC WORKS

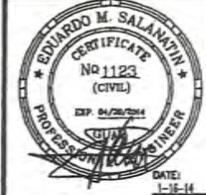
VILLAGE	TERRITORY	PROJECT NO.	DRAWING	SHEET NO.	TOTAL NO.
MERIZO	GUAM	GU-NH-NBIS(007)	TS-8A	6	132

*Eugene A. Niemasz*  
 EUGENE A. NIEMASZ, P.E.  
 ACTING CHIEF ENGINEER - HIGHWAYS  
 DEPARTMENT OF PUBLIC WORKS





EUGENE A. NIEMASZ, P.E.  
ACTING CHIEF ENGINEER - HIGHWAYS  
DEPARTMENT OF PUBLIC WORKS



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

REVISION	DATE	BY	DESCRIPTION
1	1-16-14	EMS	ADDITIONAL 3 - DELETED FENCE & GATE CALLOUTS

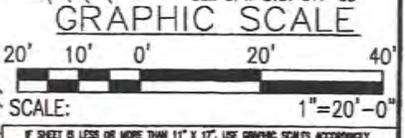
DESIGNER	JMC
DEVELOPER	CAD/PCP/MNS
CHECKER	EMS/JMC
DATE	1-16-14



**BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
OPTION 2 (3-SIDED CONCRETE CULVERT)**

**ROAD PLAN (BILE BRIDGE)**

GUAM DEPARTMENT OF PUBLIC WORKS					
VILLAGE	TERRITORY	PROJECT NO.	DRAWING	SHEET NO.	TOTAL NO.
MERIZO	GUAM	GU-NN-NBIS(007)	C-7A	18	132



Logs of Distribution,  
confirming email – Addendum  
No. 4

M

**LOG OF DISTRIBUTION**

ADDENDUM NO. 4

FEBRUARY 5, 2014

PROJECT NAME: PROJECT NO.:		BILE / PIGUA BRIDGE REPLACEMENTS GU-NH-NBIS(007)						
NAME OF FIRM	ADDRESS/P.O. BOX	TEL NO.	FAX NO.	NAME IN PRINT	EMAIL	DATE	REMARKS DPW USE ONLY	
1. IMCO General Const., Inc.	P.O. BOX 326607 Hagatna, Guam 96932	477-3405	477-3407	Edgardp G. Santos	esantos@imcoconstruction.com	02/06/14	E-mailed	
2. Core Tech International Corp.	388 South Marine Corps Drive, Suite 400 Tamuning, Guam 96913	473-5000	473-5500	Rez Dagombay	rez.dagombay@coretechintl.com	02/06/14	E-mailed	
3. Reaction Co.	P.O. BOX 22917 GMF Barrigada, Guam 96921	477-1018	477-1019	Joann Duenas	joann@reaction.com	02/06/14	E-mailed	
4. Korando Corporation	P.O. BOX 20538 GMF Barrigada, Guam 96921	649-7880	649-7882	Joni Palma	joni_korando@teleguam.net	02/06/14	E-mailed	
	P.O. BOX 20538 GMF Barrigada, Guam 96921	649-7880	649-7882	Patty Jaleco	admin_korando@teleguam.net	02/06/14	E-mailed	
5. Guam Construction Co., Inc.	P.O. BOX 203085 GMF Barrigada, Guam 96921	647-3001	647-3005	Kennedy Macatuno	guconst@ite.net	02/06/14	E-mailed	
6. CRW Trading, Inc.	PMB 791, Ste. 101, 1270 N. Marine Corps Drive Tamuning, GU 96913	649-1248	649-1246	Roy Dima-ala	roy@crwguam.com	02/06/14	E-mailed	
	PMB 791, Ste. 101, 1270 N. Marine Corps Drive Tamuning, GU 96913	649-1248	649-1246	Craig Weymouth	crw@guam.net	02/06/14	E-mailed	
7. Healy Tibbitts Builders, Inc.	674 Harmon Loop Road #212 Dededo, Guam 96929	685-6021	633-4545	Cristian Wise	ctwise@healytibbitts.com	02/06/14	E-mailed	
8. Hawaiian Rock Products	1402 Route 15 Mangilao, Guam 96913	734-2971	734-3744	Jay Sevilla	jsevilla@hawaiianrock.com	02/06/14	E-mailed	
9. IBCM	P.O. BOX 21149 GMF Barrigada, Guam 96921	653-4026	653-4032	Rolly Tibayan	rtibayan@intlbridgecorp.com	02/06/14	E-mailed	
	P.O. BOX 21149 GMF Barrigada, Guam 96921	653-4026	653-4032	F. Baytic	fbaytic.ibcm@ymail.com	02/06/14	E-mailed	
10. DCK WW	P.O. BOX 20429 GMF Barrigada, Guam 96921	647-5500	647-5600	Jessa Pangelinan	jppangelina@dckww.com	02/06/14	E-mailed	
	P.O. BOX 20429 GMF Barrigada, Guam 96921	647-5500	647-5600	RG Brown	rgbrown@dckww.com	02/06/14	E-mailed	
11. Watts Constructors, LLC	674 Harmon Loop Road Suite 212 Dededo, Guam 96929	300-9030	633-4545	Loretta Lujan	loretta.lujan@watts.con.com	02/06/14	E-mailed	
12. BBR Micronesia Corporation	1998A EMPSCO Building, Route 16 Dededo, Guam 96929	633-7261	633-7260	LM Cristobal	bbrlmcrystal@aim.com	02/06/14	E-mailed	
13. HDR, Inc.	134 W. Soledad Ave., BOH Building, Suite 404 Hagatna, Guam 96910	989-5558	989-5557	N. Manley	nmanley@hdrinc.com	02/06/14	E-mailed	
14. EMPSCO Engineering Consultants	1998 EMPSCO Bldg. Suite C, 2nd Fl., Dededo, Guam 96929	638-4716	638-2136	Jun Capulong	juncapulong@empSCO.net	02/06/14	E-mailed	
15. Contech	9025 Centre Pointe Drive West Chester, OH 45069	800-338-1122	614-429-1774	J. Leach	jleach@conteches.com	02/06/14	E-mailed	
	9025 Centre Pointe Drive West Chester, OH 45069	800-338-1122	614-429-1774	CK Rugger	ckrigger@conteches.com	02/06/14	E-mailed	
16. Atlas Sales Company	348A Puuhale Road Honolulu, HI 96819	808-841-1111	808-841-6400	Ronnie	ronnie@atlas-sales.com	02/06/14	E-mailed	
17. NIPPO USA, Inc.	P.O. BOX 22319 GMF Barrigada, Guam 96921	653-7077	653-7077	Nimfa Torillo	ntorillo@nippo-c.com	02/06/14	E-mailed	
	P.O. BOX 22319 GMF Barrigada, Guam 96921	653-7077	653-7077	Arvin Cubacub	acubacub@nippo-c.com	02/06/14	E-mailed	
18. Brique Construction, Inc.	P.O. BOX 6626 Tamuning, Guam 96931	483-0900	483-0900	Allen Kim	allen-kim@live.com	02/06/14	E-mailed	
19. Black Construction Corp.	P.O. BOX 24667 GMF Barrigada, Guam 96921	646-4861	646-9086	Cindy Urbano	cindy@blackguam.com	02/06/14	E-mailed	
20. IMS	945 Homblend San Diego, CA 92109	858-490-6521	858-490-8811	Dustan Belty	federal@imsinfo.com	02/06/14	E-mailed	
21. Reliable Builders Inc.	P.O. BOX 7536 Tamuning, Guam 96931	646-1516	649-6060	Albert Turnanday	info@reliablebuilders.com	02/06/14	E-mailed	
	P.O. BOX 7536 Tamuning, Guam 96931	646-1516	649-6060	T. Smith / A. Turnanday	smithtom818@yahoo.com	02/06/14	E-mailed	
22. BCI Group	520 Lutwyche Rd. Lutwyche, Australia 4030	(617)318-8669	(617)363-4855	Arjhay Fukuchi	a.fukuchi@bciaustralia.com	02/06/14	E-mailed	
23. AIT Bridges	Target Technology Center 20 Godfrey Drive Orono, ME 04473	207-866-6526	207-866-6501	Ken Sweeny	ken@aitbridges.com	02/06/14	E-mailed	
	Target Technology Center 20 Godfrey Drive Orono, ME 04473	207-866-6526	207-866-6501	Tim	tim@aitbridges.com	02/06/14	E-mailed	



Pedro C. Marquez III &lt;pedro.marquez@dpw.guam.gov&gt;

## Addendum No. 4 -Bile/Pigua Bridge Replacements, Project No. GU-NH-NBIS(007)

14 messages

Pedro C. Marquez III &lt;pedro.marquez@dpw.guam.gov&gt;

Thu, Feb 6, 2014 at 8:43 AM

To: Highways &lt;highways@dpw.guam.gov&gt;

Cc: "Carl V. Dominguez" <carl.dominguez@dpw.guam.gov>, "Jessie B. Palican" <jessie.palican@dpw.guam.gov>, "Joaquin R. Blaz" <joaquin.blaz@dpw.guam.gov>, "Richelle M. Takara, P.E." <Richelle.TAKARA@dot.gov>, Jonasson Snaebjom <snaebjom.jonasson@parsons.com>, "Ms. Kristina Ingvarsson" <Kristina.Ingvarsson@parsons.com>, jimmschler <mischler@pbworld.com>, "Kobayashi, Lynden" <Kobayashi@pbworld.com>, Raymond Meyer <meyerr@pbworld.com>, "Joseph Diaz (Guam)" <diazj@pbworld.com>, Isidro Duarosan <isidro.duarosan@dpw.guam.gov>, Sagrado Bilong <sagrado.bilong@dpw.guam.gov>, "Rigolberto J. Diaz" <rigolberto.diaz@dpw.guam.gov>, "Crispin B. Bensan" <crispin.bensan@dpw.guam.gov>, "Candido A. Orbong Jr" <candido.orbong@dpw.guam.gov>, "Ms. Audrey Wolford" <audrey.wolford@dpw.guam.gov>, Dondi Quintans <dondi@galaidegroup.com>, Monica Guzman <monicaguzman@galaidegroup.com>, Cliffor Guzman <cguzman@galaidegroup.com>, "Romualdo C. Domingo" <romualdo.domingo@dpw.guam.gov>, Paulene Aguon <Paulene.Aguon@parsons.com>

Bcc: esantos@imcoconstruction.com, rgbrown@dckww.com, loretta.lujan@watts.con.com, bbrlmcrystal@aim.com, nmanley@hdrinc.com, Jun Capulong <jun.capulong@empsco.net>, jleach@conteches.com, ronnie@atlas-sales.com, ntorillo@nipco-c.com, Allen Kim <allen-kim@live.com>, Korando Corporation <admin\_korando@teleguam.net>, Craig Weymouth <crw@guam.net>, "Cindy R. Urbano" <cindy@blackguam.com>, ckrugger@conteches.com, federal@imsinfo.com, jppangelinan@dckww.com, manday@reliablebuildersguam.com, smithtom818@yahoo.com, Arjhay Fukuchi <a.fukuchi@bciaustralia.com>, ken@autbridges.com, tim@aitbridges.com, fbaytic.ibcm@ymail.com, jsevilla@hawaiianrock.com, joni\_korando@teleguam.net, acubacub@nipco-c.com, ctwise@healytibbits.com, rez.dagombay@coretechintl.com, joann@reactionco.com, guconst@ite.net, roy@crwguam.com, rtibayan@intbridgecorp.com

To: All Prospective Bidders

Please find attached Addendum No. 4 for subject project. This addendum shall form part of the contract documents. Failure to acknowledge receipt of this addendum by any bidder in their bid shall be grounds for disqualification.

This e-mail constitute delivery of Addendum No. 4 by the Department of Public Works to your company. Please reply to this e-mail to confirm receipt of this addendum.

If you have any questions, please send an e-mail to the Department of Public Works, Division of Highways at <highways@dpw.guam.gov>, and cc: <sagrado.bilong@dpw.guam.gov>, <pedro.marquez@dpw.guam.gov>

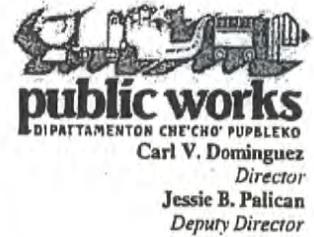
Pedro Marquez III  
 CDAS-DPW  
 542 N.Marine Corps Drive Tamuning, Guam 96913  
 e-mail: pedro.marquez@dpw.guam.gov  
 Tel. 649-3142  
 Fax No. 649-3124

 **Addendum No.4.pdf**  
 339K



The Honorable  
Eddie Baza Calvo  
Governor

The Honorable  
Ray Tenorio  
Lieutenant Governor



Carl V. Dominguez  
Director  
Jessie B. Palican  
Deputy Director

February 5, 2014

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

Attn.: Richelle M. Takara, P.E.  
Transportation Engineer

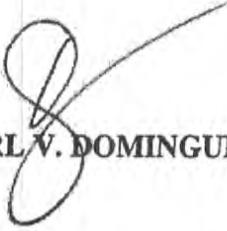
Re: **Bile/Pigua Bridge Replacements**  
**Project No. GU-NH-NBIS(007)**

Dear Mr. Wong:

This is to request your approval and/or authorization to issue Addendum No. 4 to the solicitation Invitation for Bid (IFB) for referenced project. Attached for your files and records is addendum No.4.

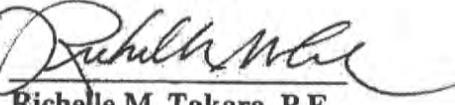
Your immediate response will be greatly appreciated. If you have any questions, please contact Joaquin R. Blaz, Acting Program Administrator for the Division of Highways at (671) 649-3128 or Sagrado F. Bilong, Acting Engineer Supervisor, Contracts, Design and Analysis Section (CDAS) for the Division of Highways at (671) 649-3130.

Sincerely,

  
CARL V. DOMINGUEZ

Attachment

I CONCUR: Date: 2/5/14  
Abraham Wong  
Division Administrator

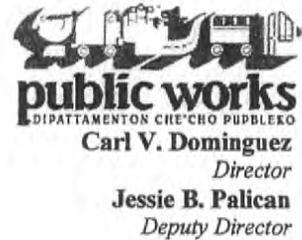
By:   
Richelle M. Takara, P.E.  
Territorial Representative  
FHWA-Hawaii Division

  
SBilong / JBlaz



The Honorable  
**Eddie Baza Calvo**  
Governor

The Honorable  
**Raymond S. Tenorio**  
Lieutenant Governor



**Carl V. Dominguez**  
Director  
**Jessie B. Palican**  
Deputy Director

**Bile/Pigua Bridge Replacement**  
Project No.: GU-NH-NBIS(007)

February 5, 2014

**ADDENDUM NO. 4**

This addendum shall form part of the Contract Documents. Pursuant to Guam law, failure by any proposer to acknowledge receipt of this addendum in its proposal shall be grounds for disqualification of its bid.

QUESTIONS RECEIVED DURING THE PRE-BID CONFERENCE AND/OR IN WRITING, THEREAFTER:

Refer to Addendum 1 for responses to Questions 1-14.

**Revisions to Contract bid documents and specifications:**

<u>Deleted</u>	<u>Replaced With</u>	<u>Description</u>
MWR-1 through MWR-4	MWR-1 (AD-4) through MWR-3 (AD-4)	Updated minimum wage rates to General Decision No.: GU140001 dated 01/03/2014

- END OF ADDENDUM -

RECOMMENDED BY:

**EUGENE A. NIEMASZ, P.E.**  
Acting Chief Engineer - Highways  
Governor's Temporary Appointment dated 11/8/13  
Department of Public Works

APPROVED BY:

**CARL V. DOMINGUEZ**  
Director  
Department of Public Works

CONCUR:

**ABRAHAM WONG**  
Division Administrator, FHWA

BY:

**Richelle M. Takara, P.E.**  
Transportation Engineer  
FHWA - Hawaii Division

GN ✓  
GNiemasz/JBlaz

**MINIMUM WAGE RATES – FEDERAL HIGHWAY FUNDED PROJECTS**  
**(NON DEPARTMENT OF DEFENSE)**

General Decision Number: GU140001 01/03/2014 GU1

Superseded General Decision Number: GU20130001

State: Guam

Construction Types: Building, Heavy, Highway and Residential

(Excludes any projects funded under the National Defense Authorization Act 2010 - Guam Realignment Fund - Defense Policy Review Initiative)

County: Guam Statewide.

**BUILDING, HEAVY, HIGHWAY AND RESIDENTIAL**

Modification Number    Publication Date

0                    01/03/2014

SUGU2010-001 09/20/2010

	Rates	Fringes
BRICKLAYER .....	\$ 14.02	
CARPENTER .....	\$ 13.56	
Cement mason .....	\$ 12.87	
Electrician .....	\$ 15.45	
Heavy Equipment Mechanic .....	\$ 14.14	
Heavy Equipment Operator .....	\$ 13.77	
<b>IRONWORKER</b>		
Reinforcing .....	\$ 12.56	
Structural .....	\$ 13.22	
PAINTER .....	\$ 14.60	
Pipefitters .....	\$ 16.80	
PLASTERER .....	\$ 10.98	
PLUMBER .....	\$ 14.96	
REFRIGERATION MECHANIC including Heating, Air Conditioning (HVAC) Mechanic work .....	\$ 15.73	

SHEETMETAL WORKER ..... \$ 15.17  
WELDER ..... \$ 16.09

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.  
-----

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

\*\*\*END OF MINIMUM WAGE RATES\*\*\*



The Honorable  
Eddie Baza Calvo  
Governor

The Honorable  
Ray Tenorio  
Lieutenant Governor



February 11, 2014

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

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

**Re: Bile/Pigua Bridge Replacement  
Project No. GU-NH-NBIS(007)**

Dear Mr. Wong:

This is to request your approval and/or authorization to issue Addendum No. 5 to the solicitation Invitation for Bid (IFB) for referenced project. Attached for your files and records is Addendum No. 5.

Your immediate response will be greatly appreciated. If you have any questions, please contact Joaquin R. Blaz, Acting Program Administrator for the Division of Highways at (671) 649-3128 or Sagrado F. Bilong, Acting Engineer Supervisor, Contracts, Design and Analysis Section (CDAS) for the Division of Highways at (671) 649-3130.

Sincerely,

**CARL V. DOMINGUEZ**

Attachment

I CONCUR: Date: 2/11/14  
Abraham Wong  
Division Administrator

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

SBilong/JBlaz

Logs of Distribution,  
confirming email – Addendum  
No. 5

N

**LOG OF DISTRIBUTION**

ADDENDUM NO. 5

FEBRUARY 11, 2014

PROJECT NAME: PROJECT NO.:		BILE / PIGUA BRIDGE REPLACEMENTS GU-NH-NBIS(007)					
NAME OF FIRM	ADDRESS/P.O. BOX	TEL NO.	FAX NO.	NAME IN PRINT	EMAIL	DATE	REMARKS DPW USE ONLY
1. IMCO General Const., Inc.	P.O. BOX 326607 Hagatna, Guam 96932	477-3405	477-3407	Edgardp G. Santos	esantos@imcoconstruction.com	02/11/14	E-mailed
2. Core Tech International Corp.	388 South Marine Corps Drive, Suite 400 Tamuning, Guam 96913	473-5000	473-5500	Rez Dagomboy	rez.dagomboy@coretechintl.com	02/11/14	E-mailed
3. Reaction Co.	P.O. BOX 22917 GMF Barrigada, Guam 96921	477-1018	477-1019	Joann Duenas	joann@reaction.com	02/11/14	E-mailed
4. Korando Corporation	P.O. BOX 20538 GMF Barrigada, Guam 96921	649-7880	649-7882	Joni Palma	joni_korando@teleguam.net	02/11/14	E-mailed
	P.O. BOX 20538 GMF Barrigada, Guam 96921	649-7880	649-7882	Patty Jaleco	admin_korando@teleguam.net	02/11/14	E-mailed
5. Guam Construction Co., Inc.	P.O. BOX 203085 GMF Barrigada, Guam 96921	647-3001	647-3005	Kennedy Macatuno	guconst@ite.net	02/11/14	E-mailed
6. CRW Trading, Inc.	PMB 791, Ste. 101, 1270 N. Marine Corps Drive Tamuning, GU 96913	649-1248	649-1246	Roy Dima-ala	roy@crwguam.com	02/11/14	E-mailed
	PMB 791, Ste. 101, 1270 N. Marine Corps Drive Tamuning, GU 96913	649-1248	649-1246	Craig Weymouth	crw@guam.net	02/11/14	E-mailed
7. Healy Tibbits Builders, Inc.	674 Harmon Loop Road #212 Dededo, Guam 96929	685-6021	633-4545	Cristian Wise	ctwise@healytibbits.com	02/11/14	E-mailed
8. Hawaiian Rock Products	1402 Route 15 Mangilao, Guam 96913	734-2971	734-3744	Jay Sevilla	jsevilla@hawaiianrock.com	02/11/14	E-mailed
9. IBCM	P.O. BOX 21149 GMF Barrigada, Guam 96921	653-4026	653-4032	Rolly Tibayan	rtibayan@intlbridgecorp.com	02/11/14	E-mailed
	P.O. BOX 21149 GMF Barrigada, Guam 96921	653-4026	653-4032	F. Baytic	fbaytic.ibcm@gmail.com	02/11/14	E-mailed
10. DCK WW	P.O. BOX 20429 GMF Barrigada, Guam 96921	647-5500	647-5600	Jesse Pangelinan	jppangelina@dckww.com	02/11/14	E-mailed
	P.O. BOX 20429 GMF Barrigada, Guam 96921	647-5500	647-5600	RG Brown	rgbrown@dckww.com	02/11/14	E-mailed
11. Watts Constructors, LLC	674 Harmon Loop Road Suite 212 Dededo, Guam 96929	300-9030	633-4545	Loretta Lujan	loretta.lujan@watts.con.com	02/11/14	E-mailed
12. BBR Micronesia Corporation	1998A EMPSCO Building, Route 16 Dededo, Guam 96929	633-7261	633-7260	LM Cristobal	bbrlmcrystal@aim.com	02/11/14	E-mailed
13. HDR, Inc.	134 W. Soledad Ave., BOH Building, Suite 404 Hagatna, Guam 96910	989-5558	989-5557	N. Manley	nmanley@hdrinc.com	02/11/14	E-mailed
14. EMPSCO Engineering Consultants	1998 EMPSCO Bldg, Suite C, 2nd Flr., Dededo, Guam 96929	638-4716	638-2136	Jun Capulong	juncapulong@empSCO.net	02/11/14	E-mailed
15. Contech	9025 Centre Pointe Drive West Chester, OH 45069	800-338-1122	614-429-1774	J. Leach	jleach@conteches.com	02/11/14	E-mailed
	9025 Centre Pointe Drive West Chester, OH 45069	800-338-1122	614-429-1774	CK Rugger	ckrugger@conteches.com	02/11/14	E-mailed
16. Atlas Sales Company	348A Puuhale Road Honolulu, HI 96819	808-841-1111	808-841-6400	Ronnie	ronnie@atlas-sales.com	02/11/14	E-mailed
17. NIPPO USA, Inc.	P.O. BOX 22319 GMF Barrigada, Guam 96921	653-7077	653-7077	Nimfa Torillo	ntorillo@nipPO-c.com	02/11/14	E-mailed
	P.O. BOX 22319 GMF Barrigada, Guam 96921	653-7077	653-7077	Arvin Cubacub	acubacub@nipPO-c.com	02/11/14	E-mailed
18. Brique Construction, Inc.	P.O. BOX 6626 Tamuning, Guam 96931	483-0900	483-0900	Allen Kim	allen-kim@live.com	02/11/14	E-mailed
19. Black Construction Corp.	P.O. BOX 24667 GMF Barrigada, Guam 96921	646-4861	646-9086	Cindy Urbano	cindy@blackquam.com	02/11/14	E-mailed
20. IMS	945 Hornblend San Diego, CA 92109	858-490-6521	858-490-8811	Dustan Bely	federal@imsinfo.com	02/11/14	E-mailed
21. Reliable Builders Inc.	P.O. BOX 7536 Tamuning, Guam 96931	646-1516	649-6060	Albert Tumanday	info@reliablebuilders.com	02/11/14	E-mailed
	P.O. BOX 7536 Tamuning, Guam 96931	646-1516	649-6060	T. Smith / A. Tumanday	smithtom818@yahoo.com	02/11/14	E-mailed
22. BCI Group	520 Lutwyche Rd. Lutwyche, Australia 4030	(617)318-8669	(617)363-4855	Arjhay Fukuchi	a.fukuchi@bciaustralia.com	02/11/14	E-mailed
23. AIT Bridges	Target Technology Center 20 Godfrey Drive Orono, ME 04473	207-866-6526	207-866-6501	Ken Sweeny	ken@aitbridges.com	02/11/14	E-mailed
	Target Technology Center 20 Godfrey Drive Orono, ME 04473	207-866-6526	207-866-6501	Tim	tim@aitbridges.com	02/11/14	E-mailed



Pedro C. Marquez III &lt;pedro.marquez@dpw.guam.gov&gt;

## Addendum No. 5 -Bile/Pigua Bridge Replacements, Project No. GU-NH-NBIS(007)

12 messages

**Pedro C. Marquez III** <pedro.marquez@dpw.guam.gov>

Tue, Feb 11, 2014 at 4:10 PM

To: Highways &lt;highways@dpw.guam.gov&gt;

Cc: "Carl V. Dominguez" <carl.dominguez@dpw.guam.gov>, "Jessie B. Palican" <jessie.palican@dpw.guam.gov>, "Joaquin R. Blaz" <joaquin.blaz@dpw.guam.gov>, "Richelle M. Takara, P.E." <Richelle.TAKARA@dot.gov>, Jonasson Snaebjom <snaebjom.jonasson@parsons.com>, "Ms. Kristina Ingvarsson" <Kristina.Ingvarsson@parsons.com>, jimmischler <mischler@pbworld.com>, "Kobayashi, Lynden" <Kobayashi@pbworld.com>, Raymond Meyer <meyerr@pbworld.com>, "Joseph Diaz (Guam)" <diazj@pbworld.com>, Isidro Duarosan <isidro.duarosan@dpw.guam.gov>, Sagrado Bilong <sagrado.bilong@dpw.guam.gov>, "Rigolberto J. Diaz" <rigolberto.diaz@dpw.guam.gov>, "Crispin B. Bensan" <crispin.bensan@dpw.guam.gov>, "Candido A. Orbong Jr" <candido.orbong@dpw.guam.gov>, "Ms. Audrey Wolford" <audrey.wolford@dpw.guam.gov>, Dondi Quintans <dondi@galaidegroup.com>, Monica Guzman <monicaguzman@galaidegroup.com>, Clifford Guzman <cguzman@galaidegroup.com>, "Romualdo C. Domingo" <romualdo.domingo@dpw.guam.gov>, Paulene Aguon <Paulene.Aguon@parsons.com>

Bcc: esantos@imcoconstruction.com, rgbrown@dckww.com, loretta.lujan@watts.con.com, bbrlmcrystal@aim.com, nmanley@hdrinc.com, Jun Capulong <jun.capulong@empsco.net>, jleach@conteches.com, ronnie@atlas-sales.com, ntorillo@nipco-c.com, Allen Kim <allen-kim@live.com>, Korando Corporation <admin\_korando@teleguam.net>, Craig Weymouth <crw@guam.net>, "Cindy R. Urbano" <cindy@blackguam.com>, ckrugger@conteches.com, federal@imsinfo.com, jppangelinan@dckww.com, imanday@reliablebuildersguam.com, smithtom818@yahoo.com, Arjhay Fukuchi <a.fukuchi@bciaustralia.com>, ken@autbridges.com, tim@aitbridges.com, fbaytic.ibcm@ymail.com, jsevilla@hawaiianrock.com, joni\_korando@teleguam.net, acubacub@nipco-c.com, ctwise@healytibbits.com, rez.dagombboy@coretechintl.com, joann@reactionco.com, guconst@ite.net, roy@crwguam.com, rtibayan@intbridgecorp.com

To: All Prospective Bidders

Please find attached Addendum No. 5 for subject project. This addendum shall form part of the contract documents.

This e-mail constitute delivery of Addendum No. 5 by the Department of Public Works to your company. Please reply to this e-mail to confirm receipt of this addendum.

If you have any questions, please send an e-mail to the Department of Public Works, Division of Highways at <highways@dpw.guam.gov>, and cc: <sagrado.bilong@dpw.guam.gov>, <pedro.marquez@dpw.guam.gov>

Pedro Marquez III  
 CDAS-DPW  
 542 N.Marine Corps Drive Tamuning, Guam 96913  
 e-mail: pedro.marquez@dpw.guam.gov  
 Tel. 649-3142  
 Fax No. 649-3124



**Addendum No. 5.pdf**

346K



The Honorable  
**Eddie Baza Calvo**  
Governor

The Honorable  
**Raymond S. Tenorio**  
Lieutenant Governor



**public works**  
DIPATAMENTON CHE'CHO PUBLEKO

**Carl V. Dominguez**

Director

**Jessie B. Palican**

Deputy Director

**Bile/Pigua Bridge Replacement**  
Project No.: GU-NH-NBIS(007)

February 11, 2014

**ADDENDUM NO. 5**

This addendum shall form part of the Contract Documents. Pursuant to Guam law, failure by any proposer to acknowledge receipt of this addendum in its proposal may be grounds for disqualification of its bid.

QUESTIONS RECEIVED DURING THE PRE-BID CONFERENCE AND/OR IN WRITING, THEREAFTER:

Refer to Addendum 1 for responses to Questions 1-14.

**Revisions to Contract bid documents and specifications:**

All bidders shall establish the Lump Sum Unit Bid Price and Bid Amount for Pay Item Number 99953-0000, Contingent Sum to be \$50,000.00. For Option 1, this item is included on Sheet BS-11 (AD-3). For Option 2, this item is included on Sheet BS-20 (AD-3). In the event that a bid is submitted showing a different value for this item, the submitted bid for Item 99953-0000 will be corrected by the Government after bids are opened to reflect a value of \$50,000 and no bids will be rejected due to a bidder's failure to acknowledge receipt of Addendum No. 5.

**- END OF ADDENDUM -**

**RECOMMENDED BY:**

**EUGENE A. NIEMASZ, P.E.**  
Acting Chief Engineer - Highways  
Governor's Temporary Appointment dated 11/8/13  
Department of Public Works

**APPROVED BY:**

**CARL V. DOMINGUEZ**  
Director  
Department of Public Works

**CONCUR:**

**ABRAHAM WONG**  
Division Administrator, FHWA

**BY:**

**Richelle M. Takara, P.E.**  
Transportation Engineer  
FHWA - Hawaii Division

*GN*  
GNiemasz/JBlaz

# Project Contract – Unsigned

**CONTRACT**

**CONTRACTOR**

And

**GOVERNMENT OF GUAM**

Contract for: **BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)**

Project No.: **GU-NH-NBIS(007)**

Amount: \$ \_\_\_\_\_

LOCATION: **VILLAGE OF MERIZO, GUAM**

THIS AGREEMENT AND FORMAL CONTRACT, made and entered into this \_\_\_\_\_ day of, 2014, by and between the Government of Guam, hereinafter called the "Government," represented by the Contracting Officer executing this contract, party of the first part, and, a corporation of Guam, \_\_\_\_\_ hereinafter called the "Contractor," party of the second part.

WITNESSETH, That whereas the Government requires the contractor to perform the **BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE), PROJECT NO.: GU-NH-NBIS(007)**, hereinafter called the "Project," according to the statements of work and contract requirements including special contract requirements and schedule of work prepared by the Department of Public Works,

NOW THEREFORE, the Government and Contractor for the considerations hereinafter set forth, agree as follows:

I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all the work required for the construction of the Project, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract, including the following addenda:

Addendum No.:

Dated:

- 1.
- 2.
- 3.

(a) Contract Time: The Contractor agrees to commence work under this contract upon written notice to proceed, and to complete the project ready for use and operation within **450** calendar days of the commencement of the contract time as stated in the Notice to Bidders of the contract.

(b) Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the contract documents. The contract documents shall not be construed as creating any contractual relation between any sub-contractor and the Government.

II. THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of \_\_\_\_\_ (\$ \_\_\_\_\_), and any sums to be added and/or deducted resulting from all extra and/or omitted work in connection therewith, as authorized under the terms as stated in the Construction Standard Specifications and Special Contract Requirement of the contract, all according to the terms as stated in the contract documents. a)

Progress payments will be made according to the Special Contract Requirements of the contract.

III. CONTRACT DOCUMENTS: It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached, bound herewith or incorporated herein by reference shall constitute the contract documents, all of which are made a part hereof, and collectively evidence and constitute the contract between the parties hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full, and are designated as follows:

- a) Invitation and Notice to Bidders
- b) Special Contract Requirements
- c) Proposal and Bid Documents
- d) Contract Documents
- e) Project Location and Drawings
- f.) Standard Specification for Construction of Roads and Bridges on Federal Highway Projects, FP-03
- g.) Addendum issued.

IV. LIQUIDATED DAMAGES: The Contractor further agrees to pay to the Government reasonable liquidated damages as stipulated in construction standard specification for breach of this contract by the Contractor by his failing, neglecting or refusing to complete the work within the time herein specified and

shall be paid for each consecutive calendar day therefore that the Contractor shall be in default after the time stipulated in the contract for completing the work ready for use and/or operation.

V. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. The warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the Contractor for securing business.

VI. OTHER CONTRACTS. The Government may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor.

VII. DISPUTES. Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the Contracting Officer, whose decision shall be final and conclusive upon the parties thereto. Meanwhile the Contractor shall diligently proceed with the work as directed.

VIII. CONTRACT BINDING. It is agreed that this contract and all of the Covenants hereof shall inure to the benefit of and be binding upon the Government and the Contractor respectively and his partners, successors, assignees and legal representatives. Neither the Government nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor,

subcontractor, material man or other person can or contract for or in any other manner have or acquire any lien upon the binding or works covered by this contract, or the land upon which the same is situated.

IX. COMPLIANCE TO PUBLIC LAW 28-98: Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. The final contract between DPW and the awardee shall include the following provisions:

(1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and

(2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first written.

\_\_\_\_\_  
CARL V. DOMINGUEZ  
Director  
Department of Public Works  
Contracting Officer

\_\_\_\_\_  
(Witness) \_\_\_\_\_ )  
\_\_\_\_\_  
(Address) \_\_\_\_\_ ) Contractor  
\_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_  
(Witness) \_\_\_\_\_  
\_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_  
(Business Address) \_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_ certify that I am the secretary of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this contract on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_ (CORPORATE SEAL)

**CERTIFIED FUNDS AVAILABLE:**

Account no. \_\_\_\_\_  
\$ \_\_\_\_\_

\_\_\_\_\_  
**JOAQUIN BLAZ, BMA IV**  
Certifying Officer  
Acting Program Administrator,  
Highways (Horizontal) Engineering and Maintenance  
Department of Public Works

DATE: \_\_\_\_\_

CONCUR:

\_\_\_\_\_  
**CARL V. DOMINGUEZ**  
Director  
Department of Public Works

DATE: \_\_\_\_\_

\_\_\_\_\_  
**EUGENE A. NIEMASZ, P.E.**  
Acting Chief Engineer-Highways  
Department of Public Works  
(Governor's Temporary Appointment 11-08-13)

DATE: \_\_\_\_\_

CLEARED AS PER BBMR'S REVIEW

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
**JOHN A. RIOS, Director**  
Bureau of Budget and Management Research

DATE: \_\_\_\_\_

\_\_\_\_\_  
**LEONARDO M. RAPADAS**  
Guam Attorney General

DATE: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
**HONORABLE EDDIE BAZA CALVO**  
Governor of Guam

\_\_\_\_\_  
DATE

**PERFORMANCE AND PAYMENT BONDS**

KNOW ALL MEN BY THESE PRESENTS that

\_\_\_\_\_  
(Name of Contractor)

hereinafter called the Contractor and

\_\_\_\_\_  
(Name of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_ 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 \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written Agreement dated \_\_\_\_\_, 20 \_\_, entered into a Contract with the Government of Guam for the **BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE), PROJECT NO.: GU-NH-NBIS(007)**, 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 Contractor 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 Contractor shall be and is declared by the Government to be in default under the Contract, the Government having performed territorial obligations thereunder, 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

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 Contractor under the Contract and any amendments thereto, less the amount properly paid by the Government to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Government or successors of the Government.

- C. A claimant is defined as one having a direct contract with the Contractor or with a sub-contractor of the Contractor 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 Contractor 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 Contractor, shall have given written notice to any two of the following:  

The Contractor, 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 Contractor 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 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, A.D.

IN THE PRESENCE OF:

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

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(CONTRACTOR) (SEAL)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

Log of Bids Received dated  
February 12, 2014

**LOG OF BIDS RECEIVED**  
 FEBRUARY 12, 2014

Attachment "C"

<b>PROJECT NAME:</b>		<b>BILE / PIGUA BRIDGE REPLACEMENTS</b>					
<b>PROJECT NO.:</b>		<b>GU-NH-NBIS(007)</b>					
<b>NAME OF FIRM</b>	<b>ADDRESS/P.O. BOX</b>	<b>TEL NO.</b>	<b>FAX NO.</b>	<b>NAME IN PRINT</b>	<b>EMAIL</b>	<b>DATE</b>	<b>REMARKS DPW USE ONLY</b>
1. Korando Corporation	P.O. BOX 20538 GMF Barrigada, Guam 96921	649-7880	649-7882	Joni Palma	joni_korando@teleguam.net	02/12/14	1:40 p.m.
2. IMCO General Construction, Inc.	P.O. BOX 326607 Hagatna, Guam 96910	477-3405	4773407	Marcia Mendiola	mmendiola@imcoconstruction.com	02/12/14	1:55 p.m.

Korando Corporation response  
to IFB dated  
February 12, 2014

**COPY**

February 12, 2014

ATTN: DIRECTOR  
DEPARTMENT OF PUBLIC WORKS  
542 North Marine Corps Drive  
Upper Tumon, Guam 96913

**BILE / PIGUA BRIDGE REPLACEMENT  
(CONSTRUCTION PHASE)  
PROJECT NO.: GU-NH-NBIS (007)**



**KORANDO CORPORATION**

**GENERAL CONTRACTOR**

PO BOX 20538 GMF, GUAM 96921

Tel Nos. (671) 649-7880/81 Fax (671) 649-7882

# BID BOND



**KORANDO CORPORATION**

**GENERAL CONTRACTOR**

PO BOX 20538 GMF, GUAM 96921

Tel Nos. (671) 649-7880/81 Fax (671) 649-7882

**BID BOND**

BOND #: 021114

KNOW ALL MEN BY THESE PRESENTS that we

KORANDO CORPORATION

as Principal, hereinafter called "Principal," and we

WESTCHESTER FIRE INSURANCE COMPANY

as Surety (Bonding Company), a duly admitted insurer under the laws of the Territory of Guam, as Surety hereinafter called "Surety" are held and firmly bound unto the Department of Public Works, hereinafter called the DPW, in the penal sum of FIFTEEN PERCENT (15%) OF TOTAL BID AMOUNT.

Dollars (\$ 15% OF BID \_\_\_\_\_), lawful money of the United States, for the payment of which sum will and truly be made, we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid for the

**BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)**  
**PROJECT NO.: GU-NH-NBIS(007)**

NOW THEREFORE, if the Department of Public Works shall accept the bid of the Principal, and Principal shall not withdraw said bid within sixty (60) days after the opening of bids, and shall within twenty-one (21) calendar days after the prescribed forms are presented to him for signature, enter into a written contract with DPW in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance and proper fulfillment of such Contract and for prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds within the time specified, if the Principal shall pay DPW the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the DPW may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the bid documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

**IF CONTRACTOR ELECTS TO PROVIDE A BID BOND AS BID GUARANTEE,  
THIS FORM MUST BE EXECUTED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID.**

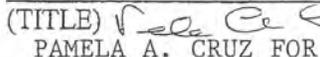
Signed and sealed this 11<sup>TH</sup> day of FEBRUARY, 2014.

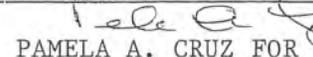
  
 KORANDO CORPORATION

  
 (WITNESS)

(SEAL)

(PRINCIPAL)

  
 (TITLE) PAMELA A. CRUZ FOR  
 STEPHEN M. HANEY  
 (MAJOR OFFICER OF SURETY)  
 VICE PRESIDENT

  
 (TITLE) PAMELA A. CRUZ FOR  
 WILLIAM L. KELLY  
 (MAJOR OFFICER OF SURETY)  
 ASSISTANT SECRETARY

  
 (TITLE) TAKAGI & ASSOCIATES, INC.  
 (RESIDENT GENERAL AGENT)

**INSTRUCTIONS TO PROVIDERS:**

Notice to all Insurance and Bonding Institutions:

This Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent.

When the form is submitted to Department of Public Works it should be accompanied with copies of all of the following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.

A Bond, submitted as Bid Guarantee, without signatures and supporting documents is invalid and bids will be rejected.

**IF CONTRACTOR ELECTS TO PROVIDE A BID BOND AS BID GUARANTEE,  
 THIS FORM MUST BE EXECUTED AND RETURNED IN THE ENVELOPE  
 CONTAINING THE BID.**

**Power of Attorney**

**WESTCHESTER FIRE INSURANCE COMPANY**

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person, executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint BARBARA C SALAS, HIDENOBU TAKAGI, JOSEPH C BARCINAS, PAMELA A CRUZ, all of the City of TUMON, Guam, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Three million dollars & zero cents (\$3,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of December 2012.

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 11 day of December, AD 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 28, 2014

*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 11<sup>th</sup> day of FEB., 2014.



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 11, 2014.

GOVERNMENT OF GUAM  
DEPARTMENT OF REVENUE AND TAXATION  
OFFICE OF THE INSURANCE COMMISSIONER  
**CERTIFICATE OF AUTHORITY**

RENEWAL

#284

*Know All Men By These Presents That:*

**Name** WESTCHESTER FIRE INSURANCE COMPANY

**Address** 436 WALNUT STREET  
PHILADELPHIA

PA 19106

**Classes of Insurance  
Authorized**

ACCIDENT & HEALTH  
FIDELITY & SURETY  
FIRE  
MARINE

MISCELLANEOUS  
MOTOR VEHICLE  
PROP. DAMAGE & LIABILITY  
WORKMENS COMP

*Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 01 day of July, 20 13, to the 01 day of July, 20 14, unless authority is revoked for failure to comply with the law.*

**General Agent(s):**

TAKAGI & ASSOCIATES INC  
CASSIDY'S ASSOCIATED INSURERS INC

*In Witness Whereof, I have hereunto subscribed my name officially and have hereon impressed my Seal of Office at the City of Hagatña, Guam on this 30 day of July A.D. 20 13.*

*Artemio B. Ilagan*  
ARTEMIO B. ILAGAN

Insurance Commissioner

# BID PROPOSAL FORM



**KORANDO CORPORATION**  
**GENERAL CONTRACTOR**

PO BOX 20538 GMF, GUAM 96921  
Tel Nos. (671) 649-7880/81 Fax (671) 649-7882

**BID PROPOSAL FORM**

Date: February 12, 2014

To: Director, Department of Public Works  
542 North Marine Corps. Drive  
Upper Tumon, Guam 96913

Gentlemen:

The undersigned (hereinafter called the "Bidder", a CORPORATION  
(CORPORATION, PARTNERSHIP,  
INDIVIDUAL)

organized and/or licensed to do business under the laws of Guam, hereby proposes and agrees to furnish all necessary labor materials, equipment, tools and services required for the construction of the:

**BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)**  
**PROJECT NO.: GU-NH-NBIS(007)**

all in accordance with the drawings, specifications, and other Contract Documents prepared by the Department of Public Works (DPW) for the Total Bid Price of:

**(Bid Price in words)**

Three Million Six Hundred Sixty Five Thousand Five Hundred

Fifty Nine and 00/100 Dollars (\$3,665,559.00).

Plus any and all sums to be added and/or deducted from all extra and/or omitted work in accordance with the unit and/or lump sum prices in the itemized bid form attached hereto.

This price is to cover all costs and expenses incurred in performing the work required under the Contract Documents of which this Bid/Proposal is a part.

The undersigned declares that he has carefully and thoroughly examined the location of and conditions at the site of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions and nature and extent of the work that is to be performed.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of agreement (Formal contract) included as one of the contract documents, and to furnish a performance bond and a payment bond each in an amount equal to one hundred percent (100%) of the contract amount within twenty one (21) calendar days after receipt of such notice.

The Bid Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the amount of the bid, is furnished to the DPW as a guarantee that the contract will be executed and a performance and a payment bond will be furnished within twenty-one (21) days

after the award of the contract to the undersigned. In the event that this proposal is accepted, and the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this proposal, the Bid/Proposal Guaranty shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as reasonable and containing no penalties.

**The undersigned hereby acknowledges receipt of the following addenda:**

<b>ADDENDUM NO.</b>	<b>DATED</b>
<u>Addendum 1</u>	<u>December 18, 2013</u>
<u>Addendum 2</u>	<u>January 09, 2014</u>
<u>Addendum 3</u>	<u>January 23, 2014</u>
<u>Addendum 4 and 5</u>	<u>February 05, 2014 and February 11, 2014</u>

If awarded the contract, the undersigned agrees to complete specific items of work at earlier dates as stated and the entire work within the specified calendar days of the commencement of the contract time as defined in the Contract Documents.

The undersigned understands that the DPW reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of the Government of Guam.

*Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:* The Bidder/Offeree certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder/Offeree/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

*Representation Regarding Gratuities and Kickbacks:* By signing this bid, the Bidder, Offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

*Representation Regarding Ethical Standards for Government Employees and Former Government Employees:* By signing this Bid, the Bidder, Offeror, or Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

*Covenant Against Contingent Fees:* The Contractor warrants that he has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the DPW the right to terminate the contract or, as consideration, deduct the amount of such commission, percentage brokerage or contingent fee from the Contract price. This warranty shall not apply to commissions payable by Contractors upon or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person with respect to this bid proposal or any other bid proposal or the submitting of bid proposals for the contract for which this bid proposal is submitted.

RESPECTFULLY SUBMITTED:

Type of Organization: Corporation (Corporation, Partnership, Individual, or other)

Name of Individual Firm Members:

Type and Sign:

Byong Ho Kim - President

Title:

KORANDO CORPORATION

Firm Name:



Authorized Representative's Signature

P.O. Box 20538 GMF, Guam 96921 380H Harmon Industrial Park Rd., Tamuning, Guam 96913

Mailing Address:

Physical Address:

#5172

Guam Contractor's License:

(671) 649-7880/81

(671) 649-7882

Telephone Nos.

Fax No.

Dated this 12th day of February, 2014

**AFFIDAVITS, CERTIFICATIONS &  
DECLARATION**



**KORANDO CORPORATION**  
**GENERAL CONTRACTOR**

PO BOX 20538 GMF, GUAM 96921  
Tel Nos. (671) 649-7880/81 Fax (671) 649-7882

**AFFIDAVIT RE NON-COLLUSION**

CITY/VILLAGE OF TAMUNING )  
 ) ss.  
STATE/TERRITORY OF GUAM )

Byong Ho Kim [state name of affiant signing below], being first  
duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]  
KORANDO CORPORATION

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.



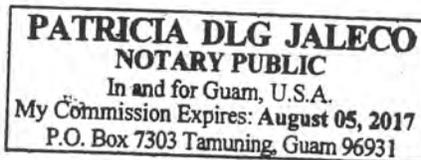
Signature of one of the following:  
Offeror if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 12<sup>th</sup> day of February, 2014



NOTARY PUBLIC  
My commission expires: 8/5/2017



AG Procurement Form 003 (Jul 12, 2010)

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID**

**AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS**

CITY/VILLAGE OF TAMUNING )  
 ) ss.  
STATE/TERRITORY OF GUAM )

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

[ ] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[X] The offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

Name	Address	% of Interest
Byong Ho Kim	120 Detcha St Barrigada	99.34%
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if non, please so state]:

Name	Address	Compensation
NONE	_____	_____
_____	_____	_____
_____	_____	_____

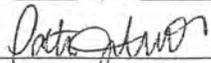
C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.



Signature of one of the following:  
Offeror if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 10<sup>th</sup> day of February, 2017

  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: 8/5/2017

**PATRICIA DLG JALECO**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: **August 05, 2017**  
P.O. Box 7303 Tamuning, Guam 96931

AG Procurement Form 002 (Rev. Nov. 17, 2005)

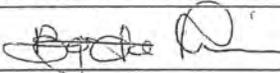
**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID**

**CERTIFICATION OF NON-SEGREGATED FACILITIES**  
**(CONTRACTORS/SUBCONTRACTORS)**

(A certification of Non-Segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause).

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from his proposed subcontractors prior to the award of subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

*Certification:* The information above is true and complete to the best of my knowledge and belief.

NAME & TITLE OF SIGNER (Please Type): Byong Ho Kim / President  
SIGNATURE:   
DATE: February 12, 2014

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**THIS STATEMENT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID.**

**AFFIDAVIT RE NO GRATUITIES or KICKBACKS**

CITY/VILLAGE OF Tamuning )  
STATE/TERRITORY OF Guam ) ss.

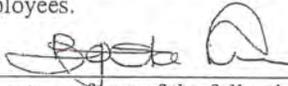
Byong Ho Kim [state name of affiant signing below], being first duly sworn, deposes and says that

1. The name of the offering company or individual is [state name of offeror company] Korando Corporation. Affiant is the offeror [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

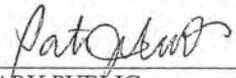
2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibitions against gratuities and kickbacks as set forth in 2 GAR Division § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee any payment, gift, kickback, gratuity, or offer of employment in connection with the offeror's proposal.

4. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

  
Signature of one of the following:  
Offeror if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this 12<sup>th</sup> day of February, 2014

  
NOTARY PUBLIC  
My commission expires: 8/5/2017

**PATRICIA DLG JALECO**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: **August 05, 2017**  
P.O. Box 7303 Tamuning, Guam 96931

AG Procurement Form 004 (Jul. 12, 2010)

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID**

**AFFIDAVIT RE ETHICAL STANDARDS**

CITY/VILLAGE OF Tamuning )  
 ) ss.  
STATE/TERRITORY OF Guam )

Byong Ho Kim [state name of affiant signing below], being first  
duly sworn, deposes and says that

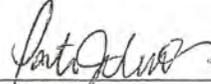
The affiant is a partner of the offeror [state one of the following: the offeror,  
a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the  
best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or  
employees of offeror have knowingly influenced any government of Guam employee to breach any of the  
ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or  
she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence  
any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article  
11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).



Signature of one of the following:  
Offeror if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 12<sup>th</sup> day of February, 2014

  
NOTARY PUBLIC  
My commission expires: 8/5/2017

**PATRICIA DLG JALECO**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: **August 05, 2017**  
P.O. Box 7303 Tamuning, Guam 96931

AG Procurement Form 005 (Jul. 12, 2010)

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID**

**DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

Procurement No.: GU-NH-NBIS(007)

Name of Offeror Company: Korando Corporation

I, Byong Ho Kim hereby certify under penalty of perjury:

(1) That I am the offeror [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U. S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

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

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor [INSTRUCTIONS – Please attach!]

  
\_\_\_\_\_  
Signature

AG Procurement Form 006 (Feb. 16, 2010)

**THIS DECLARATION MUST BE COMPLETED AND RETURNED IN THE  
ENVELOPE CONTAINING THE BID**

**AFFIDAVIT RE CONTINGENT FEES**

CITY/VILLAGE OF Tamuning )  
STATE/TERRITORY OF Guam ) ss.

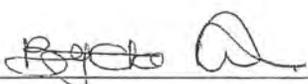
Byong Ho Kim [state name of affiant signing below], being first  
duly sworn, deposes and says that

1. The name of the offering company or individual is [state name of offeror  
company] Korando Corporation.

2. As a part of the offering company's bid or proposal, to the best of my knowledge,  
the offering company has not retained any person or agency on a percentage, commission, or  
other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR  
Division 4 § 11108(f).

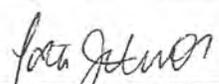
3. As a part of the offering company's bid or proposal, to the best of my knowledge,  
the offering company has not retained a person to solicit or secure a contract with the  
government of  
Guam upon an agreement or understanding for a commission, percentage, brokerage, or  
contingent fee, except for retention of bona fide employees or bona fide established selling  
agencies for the purpose of securing business. This statement is made pursuant to 2 GAR  
Division 4 § 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and  
on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

  
\_\_\_\_\_

Signature of one of the following:  
Offeror if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this 12<sup>th</sup> day of February, 2014

  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: 8/5/2017

**PATRICIA DLG JALECO**  
**NOTARY PUBLIC**  
In and for Guam, U.S.A.  
My Commission Expires: **August 05, 2017**  
P.O. Box 7303 Tamuning, Guam 96931

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID**

49 CFR Part 20 - Appendix A

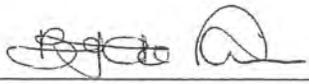
**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

  
\_\_\_\_\_  
Signature/Authorized Certifying Official

Byong Ho Kim / President  
\_\_\_\_\_  
Typed Name and Title

Korando Corporation  
\_\_\_\_\_  
Applicant/Organization

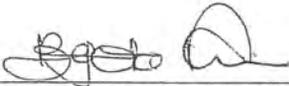
February 12, 2014  
\_\_\_\_\_  
Date Signed

**THIS STATEMENT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID**

**STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



\_\_\_\_\_  
Signature/Authorized Certifying Official

Byong Ho Kim / President

\_\_\_\_\_  
Typed Name and Title

Korando Corporation

\_\_\_\_\_  
Applicant Signature

February 12, 2014

\_\_\_\_\_  
Date Signed

**THIS STATEMENT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID**

**BID SCHEDULE – OPTION 1  
(BRIDGE)**



**KORANDO CORPORATION**  
**GENERAL CONTRACTOR**

PO BOX 20538 GMF, GUAM 96921  
Tel Nos. (671) 649-7880/81 Fax (671) 649-7882

**BID SCHEDULE**

**BILE / PIGUA BRIDGES REPLACEMENT (CONSTRUCTION PHASE)**

**PROJECT NO.: GU-NH-NBIS(007)**

Bidders Please Note: Before completing the Bid Schedule and preparing the Proposal, carefully read "**Invitation For Bid**" and "**Notice To Bidders**" and Section 102 of the Special Contract Requirements of the Specifications.

Bidders shall complete the Bid Schedule for only one option, either Option 1 (Bridge) Pages BS-2 through BS-11, or Option 2 (3-Sided Concrete Culvert) Pages BS-12 through BS-21.

The bidder shall insert a unit price opposite each pay item name for which an estimated quantity appears in the bid schedule. A unit bid price is not to be entered nor tendered for any pay item name for which no estimated quantity appears. Whenever a contingent amount is shown for any pay item in the **Bid Schedule** such as Contingent Amount, such amount shall govern and be included in the bid total.

Basis of award of the bid shall be as described in the Instructions to Bidders, Notice to Bidders and Section 102 of the Special Contract Requirements.

For price adjustments, refer to Sub-section 109.06

Whenever a pay item in the following Bid Schedule is not covered under the Special Contract Requirements (SCR), the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03) shall govern.

Quantities indicated on the Bid Schedule are estimates only. The Contractor shall be paid by the actual work completed and accepted.

The Contractor shall submit Schedule of Values for all lump sum pay items of work, which shall be the basis of payment. Refer to Section 109.01.

\*The Contingent Sum is for the Government use only. No work shall be charged to this Item unless authorized in writing by the Contracting Officer. See Section 109.02(p).

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE**  
**"OPTION 1 (BRIDGE)"**

Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
15101-0000	Mobilization	LPSM	ALL	\$ 342,600.00	\$ 342,600.00
15201-0000	Construction Survey and Staking	LPSM	ALL	\$ 15,000.00	\$ 15,000.00
15401-0000	Contractor Testing	LPSM	ALL	\$ 25,000.00	\$ 25,000.00
15501-0000	Construction Schedule	LPSM	ALL	\$ 7,500.00	\$ 7,500.00
5701-0000	Soil Erosion Control	LPSM	ALL	\$ 10,000.00	\$ 10,000.00
15801-0000	Watering for Dust Control	MGAL	26	\$ 250.00	\$ 6,500.00
20101-0000	Clearing and Grubbing	ACRE	0.52	\$ 7,500.00	\$ 3,900.00
20220-1000	Removal, Individual Tree	EACH	28	\$ 200.00	\$ 5,600.00
20220-2000	Removal, Individual Stump	EACH	1	\$ 600.00	\$ 600.00

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE**  
**"OPTION 1 (BRIDGE)"**

Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
20301-0900	Removal of Fire Hydrant	EACH	1	\$ 300.00	\$ 300.00
20301-1110	Removal of Gate (12 Feet-Wide Chain Link)	EACH	1	\$ 120.00	\$ 120.00
20301-2400	Removal of Sign	EACH	4	\$ 75.00	\$ 300.00
20301-3110	Removal of Utility Poles (Including Hardware and Utility Lines)	EACH	4	\$ 750.00	\$ 3,000.00
20302-0900	Removal of Fence, Chain Link	LNFT	127	\$ 15.00	\$ 1,905.00
20302-1200	Removal, Guardrail	LNFT	301	\$ 20.00	\$ 6,020.00
20302-2300	Removal of Waterline	LNFT	940	\$ 23.00	\$ 21,620.00
20303-1600	Removal of Pavement, Asphalt	SQYD	875	\$ 25.00	\$ 21,875.00
20304-2100	Removal of Bridge (Complete)	LPSM	ALL	\$ 150,000.00	\$ 150,000.00

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE**  
**"OPTION 1 (BRIDGE)"**

Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
20302-2700	Removal of 2-Inch Aluminum Conduit, including Cabling	LNFT	252	\$ 18.00	\$ 4,536.00
20303-2710	Removal of 4-Inch Aluminum Conduit, including Cabling	LNFT	504	\$ 21.00	\$ 10,584.00
20303-3510	Removal of Stone Masonry (Grouted Rip-Rap)	SQYD	208	\$ 50.00	\$ 10,400.00
20304-7100	Removal of Concrete Service Pedestal, Complete	LPSM	ALL	\$ 2,500.00	\$ 2,500.00
20315-0000	Sawcutting Pavement	LNFT	87	\$ 8.00	\$ 696.00
20401-0000	Roadway Excavation	CUYD	5,625	\$ 25.00	\$ 140,625.00
20420-0000	Embankment Construction	CUYD	50	\$ 180.00	\$ 9,000.00
25110-2000	Grouted Rip-Rap, Class 2	CUYD	70	\$ 185.50	\$ 12,985.00
25110-4000	Grouted Rip-Rap, Class 4	CUYD	401	\$ 195.00	\$ 78,195.00

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE  
"OPTION 1 (BRIDGE)"**

Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
30102-0300	Aggregate Base, Grading C, 8-Inch Depth	SQYD	658	\$ 17.00	\$ 11,186.00
30102-0500	Aggregate Base, Grading C, 12-Inch Depth	SQYD	400	\$ 22.00	\$ 8,800.00
40201-1010	Hot Mix Asphalt (HMA) Concrete Pavement, Friction Course, 1-Inch Depth	TON	60	\$ 650.00	\$ 39,000.00
40201-0410	Hot Mix Asphalt (HMA) Concrete Pavement, Base Course, 3-Inch Depth	TON	82	\$ 650.00	\$ 53,300.00
41202-0000	Tack Coat	GAL	222	\$ 25.00	\$ 5,550.00
55101-0610	Precast Prestressed Concrete Piles, 14-Inch Solid Octagonal	LNFT	780	\$ 387.50	\$ 302,250.00
55101-0620	Precast Prestressed Concrete Piles, 14-Inch Solid Octagonal **Piles within 20 feet of existing GWA sewer lines**	LNFT	780	\$ 387.50	\$ 302,250.00
55104-1000	Dynamic Pile Load Test	EACH	8	\$ 10,860.00	\$ 86,880.00

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE  
"OPTION 1 (BRIDGE)"**

Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
55116-0000	Splices	EACH	12	\$ 700.00	\$ 8,400.00
55201-0115	Structural Concrete, Class A (Pile Cap / Abutment Wall / Retaining Wall)	CUYD	250	\$ 631.00	\$ 157,750.00
55201-0125	Structural Concrete, Class A (Approach Slab)	CUYD	210	\$ 628.00	\$ 131,880.00
55201-0135	Structural Concrete, Class A (Pole Foundation)	CUYD	17	\$ 628.00	\$ 10,676.00
55201-0145	Structural Concrete, Class A (Service Pedestal)	CUYD	2	\$ 628.00	\$ 1,256.00
55302-3410	Precast, Prestress Bridge Box Beam (Type B27-48)	LNFT	1,150	\$ 380.00	\$ 437,000.00
55506-0110	Miscellaneous Steel (Utility Raceway Aluminum Frame in-place)	EACH	23	\$ 88.00	\$ 2,024.00
55601-0800	Bridge Railing, Concrete, New Jersey Safety Shape	LNFT	230	\$ 45.00	\$ 10,350.00
56202-0100	Temporary Support Structure (Bridge Erection System)	LPSM	ALL	\$ 530,000.00	\$ 530,000.00

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE**  
**"OPTION 1 (BRIDGE)"**

Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
56302-1000	Painting Concrete Structure	SQFT	2,190	\$ 2.00	\$ 4,380.00
56401-0000	Bearing Devices	EACH	40	\$ 125.00	\$ 5,000.00
60201-0600	18-Inch Pipe Culvert	LNFT	27	\$ 61.00	\$ 1,647.00
60210-0600	End Section for 18-Inch Pipe Culvert	EACH	2	\$ 550.00	\$ 1,100.00
60405-0000	Manhole Adjustment	EACH	6	\$ 600.00	\$ 3,600.00
60417-0000	Cleanout, Sewer, 4-Inch	EACH	1	\$ 290.00	\$ 290.00
60901-1700	Curb, Concrete 18-Inch Depth	LNFT	128	\$ 25.00	\$ 3,200.00
61102-0450	3/4-inch Waterline, Polyvinyl Chloride (PVC) (Including Fittings)	LNFT	28	\$ 16.00	\$ 448.00
61102-0600	1-Inch Waterline, Copper (including Fittings)	LNFT	146	\$ 50.00	\$ 7,300.00

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE**  
**"OPTION 1 (BRIDGE)"**

Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
61102-3250	8-Inch Waterline, Ductile Iron (including Fittings)	LNFT	607	\$ 80.00	\$ 48,560.00
61104-0200	Valve, Air Release	EACH	4	\$ 845.00	\$ 3,380.00
61106-0000	Fire Hydrant	EACH	1	\$ 4,500.00	\$ 4,500.00
61107-0000	Water Meter	EACH	3	\$ 695.00	\$ 2,085.00
61108-4000	Adjust Valve Box	EACH	1	\$ 500.00	\$ 500.00
61701-5010	Guardrail - Type W	LNFT	88	\$ 65.00	\$ 5,720.00
61701-5020	Guardrail - Type T	LNFT	166	\$ 76.00	\$ 12,616.00
61702-0010	Guardrail Anchorage Approach End	EACH	4	\$ 4,300.00	\$ 17,200.00
61702-0020	Guardrail Anchorage Trailing End	EACH	4	\$ 1,520.00	\$ 6,080.00

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE**  
**"OPTION 1 (BRIDGE)"**

Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
62502-0000	Turf Establishment	SQYD	1,000	\$ 60.00	\$ 60,000.00
62701-0100	Sod, Strip, Reinforced Bioswale	SQYD	356	\$ 350.00	\$ 124,600.00
63401-1501	Pavement Marking, Type H, 4-Inch Wide, Solid Line, White	LNFT	800	\$ 4.50	\$ 3,600.00
63401-1503	Pavement Marking, Type H, 4-Inch Wide, Solid Line, Yellow	LNFT	800	\$ 4.50	\$ 3,600.00
63406-0201	Raised Pavement Marking, ReflectORIZED 2-Ways, Type "YY"	EACH	52	\$ 60.00	\$ 3,120.00
63406-0203	Raised Pavement Marking, ReflectORIZED 2-Ways, Type "BB"	EACH	1	\$ 60.00	\$ 60.00
63501-0000	Temporary Traffic Control	LPSM	ALL	\$ 50,000.00	\$ 50,000.00
63501-1000	Temporary Traffic Control, Traffic and Safety Supervisor	LPSM	ALL	\$ 50,000.00	\$ 50,000.00
63601-0900	System Installation, Electrical Utility Company Compensation	LPSM	ALL	\$ 10,000.00	\$ 10,000.00

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)

Project Number: PROJECT NO.: GU-NH-NBIS(007)

Project Location: Village of Merizo, Guam

**BID SCHEDULE**  
**"OPTION 1 (BRIDGE)"**

Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
63601-3020	System Installation, Electrical (Service Entrance)	LPSM	ALL	\$ 5,000.00	\$ 5,000.00
63610-1610	Conduit, 2-Inch, PVC (including Fittings)	LNFT	240	\$ 7.00	\$ 1,680.00
63610-1710	Conduit, 2-Inch, Aluminum (including Fittings)	LNFT	140	\$ 9.00	\$ 1,260.00
63610-2810	Conduit, 4-Inch, PVC (including Fittings)	LNFT	520	\$ 10.00	\$ 5,200.00
63610-2910	Conduit, 4-Inch, Aluminum (including Fittings)	LNFT	280	\$ 13.00	\$ 3,640.00
63620-0010	Utility Poles, Hardware and Overhead Lines	EACH	6	\$ 1,500.00	\$ 9,000.00
63621-1100	Utility Box, Handhole (2'x4')	EACH	9	\$ 1,920.00	\$ 17,280.00
63622-0000	Utility Trench	LNFT	400	\$ 75.00	\$ 30,000.00
63640-0600	Relocate Communication Line	LPSM	ALL	\$ 15,000.00	\$ 15,000.00

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number: PROJECT NO.: GU-NH-NBIS(007)  
 Project Location: Village of Merizo, Guam

**BID SCHEDULE  
 "OPTION 1 (BRIDGE)"**

Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
63641-0100	Relocate Luminaire (including Cables & Accessories, Complete)	EACH	2	\$ 7,500.00	\$ 15,000.00
63641-1100	Relocation of Transformer (Pole Mounted)	EACH	4	\$ 7,500.00	\$ 30,000.00
63701-0100	Field Office	LPSM	ALL	\$ 60,000.00	\$ 60,000.00
99953-0000	Contingent Sum	LPSM	ALL	\$ 50,000.00	\$ 50,000.00
TOTAL "OPTION 1 (BRIDGE)" BID AMOUNT .....					
(IN WORDS)					
Three Million Six Hundred Sixty Five Thousand Five Hundred Fifty Nine and 00/100 US DOLLARS					\$ 3,665,559.00

\* Note: The Contingent Sum is for Government use only. No work shall be charged to this Item unless authorized in writing by the Contracting Officer.

\*\*\* END OF BID SCHEDULE "OPTION 1 (BRIDGE)" \*\*\*

IMCO General Construction,  
Inc.

R

**COPY**

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

**BID PROPOSAL FORM**

Date: February 12, 2014

To: Director, Department of Public Works  
542 North Marine Corps Drive  
Upper Tumon, Guam 96913

Gentlemen:

The undersigned (hereinafter called the "Bidder", a \_\_\_\_\_ Corporation  
(CORPORATION, PARTNERSHIP,  
INDIVIDUAL)

organized and/or licensed to do business under the laws of Guam, hereby proposes and agrees to furnish all necessary labor materials, equipment, tools and services required for the construction of the:

**BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)**  
**PROJECT NO.: GU-NH-NBIS(007)**

all in accordance with the drawings, specifications, and other Contract Documents prepared by the Department of Public Works (DPW) for the Total Bid Price of:

(Bid Price in words)

FOUR MILLION TWO HUNDRED AND TWELVE THOUSAND EIGHT  
HUNDRED TWO DOLLARS AND THIRTY FIVE CENTS  
Dollars (\$4,212,802.<sup>35</sup>).

Plus any and all sums to be added and/or deducted from all extra and/or omitted work in accordance with the unit and/or lump sum prices in the itemized bid form attached hereto.

This price is to cover all costs and expenses incurred in performing the work required under the Contract Documents of which this Bid/Proposal is a part.

The undersigned declares that he has carefully and thoroughly examined the location of and conditions at the site of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions and nature and extent of the work that is to be performed.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of agreement (Formal contract) included as one of the contract documents, and to furnish a performance bond and a payment bond each in an amount equal to one hundred percent (100%) of the contract amount within twenty one (21) calendar days after receipt of such notice.

The Bid Guaranty attached, without endorsement, in the sum of not less than fifteen percent (15%) of the amount of the bid, is furnished to the DPW as a guarantee that the contract will be executed and a performance and a payment bond will be furnished within twenty-one (21) days

after the award of the contract to the undersigned. In the event that this proposal is accepted, and the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this proposal, the Bid/Proposal Guaranty shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said amount being beforehand determined as reasonable and containing no penalties.

**The undersigned hereby acknowledges receipt of the following addenda:**

ADDENDUM NO.	DATED	ADDENDUM NO.	DATED
<u>1</u>	<u>December 18, 2013</u>	5	February 11, 2013
<u>2</u>	<u>January 9, 2014</u>		
<u>3</u>	<u>January 23, 2014</u>		
<u>4</u>	<u>February 5, 2014</u>		

If awarded the contract, the undersigned agrees to complete specific items of work at earlier dates as stated and the entire work within the specified calendar days of the commencement of the contract time as defined in the Contract Documents.

The undersigned understands that the DPW reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of the Government of Guam.

*Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:* The Bidder/Offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder/Offeror/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

*Representation Regarding Gratuities and Kickbacks:* By signing this bid, the Bidder, Offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

*Representation Regarding Ethical Standards for Government Employees and Former Government Employees:* By signing this Bid, the Bidder, Offeror, or Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

*Covenant Against Contingent Fees:* The Contractor warrants that he has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the DPW the right to terminate the contract or, as consideration, deduct the amount of such commission, percentage brokerage or contingent fee from the Contract price. This warranty shall not apply to commissions payable by Contractors upon or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person with respect to this bid proposal or any other bid proposal or the submitting of bid proposals for the contract for which this bid proposal is submitted.

RESPECTFULLY SUBMITTED:

Type of Organization: CORPORATION (Corporation, Partnership, Individual, or other)

Name of Individual Firm Members: Tony Anderson

Type and Sign:

Vice President  
Title: \_\_\_\_\_

IMCO General Construction, Inc., Incorporated in Washington State  
Firm Name: \_\_\_\_\_

  
Authorized Representative's Signature

2116 Buchandn Loop, Ferndale WA 98248 (Same)  
Mailing Address: \_\_\_\_\_ Physical Address: \_\_\_\_\_

CLB09-0456  
Guam Contractor's License: \_\_\_\_\_

(360) 671-3936 (360) 671-8808  
Telephone Nos. \_\_\_\_\_ Fax No. \_\_\_\_\_

Dated this 12th day of February, 20 14

**AFFIDAVIT RE NON-COLLUSION**

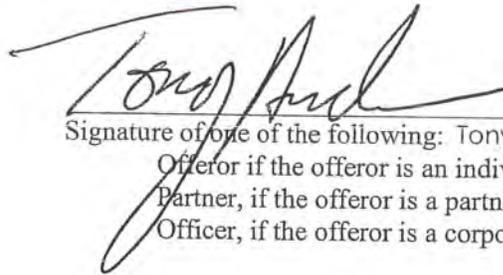
CITY/VILLAGE OF TIYAN )  
 ) ss.  
STATE/TERRITORY OF GUAM )

Tony Anderson [state name of affiant signing below], being first  
duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]  
IMCO General Construction, Inc.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.



Signature of one of the following: Tony Anderson, VP  
Offeror if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 11th day of Feb, 2014



NOTARY PUBLIC

My commission expires:

**VIRGINIA I. SOLIDUM**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: Dec. 03, 2015  
P.O. Box 3743 Hagoña, Guam 96932

AG Procurement Form 102 (Rev. 02/2012)

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID**

**AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS**

CITY/VILLAGE OF TIYAN )  
 ) ss.  
 STATE/TERRITORY OF GUAM )

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

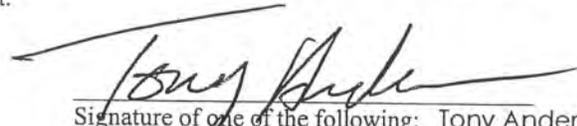
The offeror is a corporation, partnership, joint venture, or association known as IMCO General Construction, Inc. *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

Name	Address	% of Interest
Frank Imhof	2116 Buchanan Loop, Ferndale WA 98248	30.09%
Patti Imhof	2116 Buchanan Loop, Ferndale WA 98248	30.09%
Courtney Imhof	2116 Buchanan Loop, Ferndale WA 98248	11.63%
Heather Cashman	2116 Buchanan Loop, Ferndale WA 98248	11.63%
Ashley Kimberley	2116 Buchanan Loop, Ferndale WA 98248	11.63%

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if non, please so state]*:

Name	Address	Compensation
None.		

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.



Signature of one of the following: Tony Anderson, VP  
 Offeror if the offeror is an individual;  
 Partner, if the offeror is a partnership;  
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 11<sup>th</sup> day of Feb, 2014



NOTARY PUBLIC

My commission expires

**VIRGINIA I. SOLIDUM**  
 NOTARY PUBLIC  
 In and for Guam, U.S.A.  
 My Commission Expires: **Dec. 03, 2015**  
 P.O. Box 3743 Hagatna, Guam 96932

AG Procurement Form 002 (Rev. Nov. 11, 2005)

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID**

**CERTIFICATION OF NON-SEGREGATED FACILITIES**  
**(CONTRACTORS/SUBCONTRACTORS)**

*(A certification of Non-Segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause).*

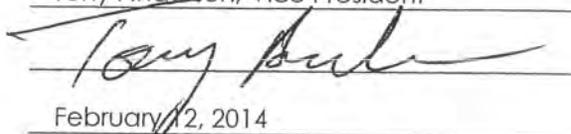
The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from his proposed subcontractors prior to the award of subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

*Certification:* The information above is true and complete to the best of my knowledge and belief.

NAME & TITLE OF SIGNER (Please Type):

Tony Anderson, Vice President

SIGNATURE:



DATE:

February 12, 2014

**NOTE:** *The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*

**THIS STATEMENT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID.**

**AFFIDAVIT RE NO GRATUITIES or KICKBACKS**

CITY/VILLAGE OF TIYAN )  
STATE/TERRITORY OF GUAM ) ss.

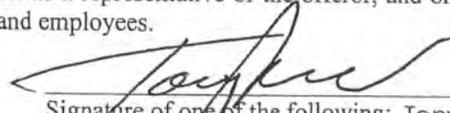
Tony Anderson [state name of affiant signing below], being first duly sworn, deposes and says that

1. The name of the offering company or individual is [state name of offeror company] IMCO General Construction, Inc.. Affiant is an officer of the offeror [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibitions against gratuities and kickbacks as set forth in 2 GAR Division § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee any payment, gift, kickback, gratuity, or offer of employment in connection with the offeror's proposal.

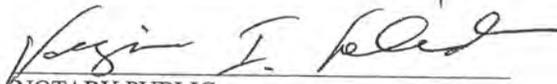
4. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.



Signature of one of the following: Tony Anderson, VP  
Offeror if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 11th day of Feb, 2014



NOTARY PUBLIC

My commission expires:

**VIRGINIA I. SOLIDUM**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: Dec 28, 2015  
P.O. Box 3743 Hagatna, Guam 96932

AG Procurement Section

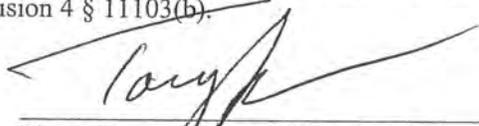
**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID**

**AFFIDAVIT RE ETHICAL STANDARDS**

CITY/VILLAGE OF TIYAN )  
STATE/TERRITORY OF GUAM ) ss.

Tony Anderson [state name of affiant signing below], being first  
duly sworn, deposes and says that

The affiant is an officer of the offeror [state one of the following: the offeror,  
a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the  
best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or  
employees of offeror have knowingly influenced any government of Guam employee to breach any of the  
ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or  
she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence  
any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article  
11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).



Signature of one of the following: Tony Anderson, VP  
Offeror if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 11th day of Feb., 2014



NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**VIRGINIA I. SOLIDUM**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: **Dec. 03, 2015**  
AG Procurement Office, Hagatña, Guam, 2014

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID**

**DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION**

Procurement No.: GU-NH-NBIS(007)

Name of Offeror Company: IMCO General Construction, Inc.

I, Tony Anderson hereby **certify under penalty of perjury:**

(1) That I am an officer of the offeror [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

**§ 5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U. S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

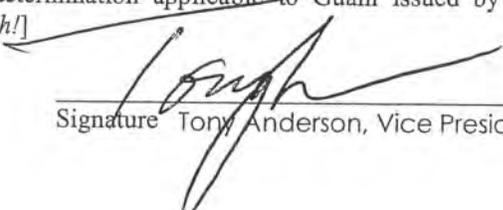
The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

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

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor [INSTRUCTIONS - Please attach!]

  
Signature Tony Anderson, Vice President

AG Procurement Form 006 (Feb. 16, 2010)

**THIS DECLARATION MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID**

**AFFIDAVIT RE CONTINGENT FEES**

CITY/VILLAGE OF TIYAN )  
 ) ss.  
STATE/TERRITORY OF GUAM )

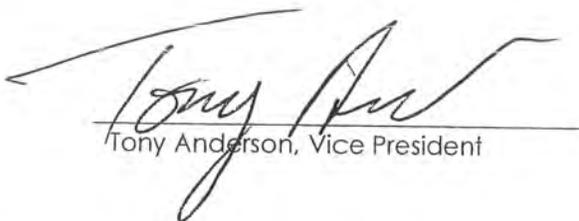
Tony Anderson [state name of affiant signing below], being first  
duly sworn, deposes and says that

1. The name of the offering company or individual is [state name of offeror  
company] IMCO General Construction, Inc.

2. As a part of the offering company's bid or proposal, to the best of my knowledge,  
the offering company has not retained any person or agency on a percentage, commission, or  
other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR  
Division 4 § 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge,  
the offering company has not retained a person to solicit or secure a contract with the  
government of  
Guam upon an agreement or understanding for a commission, percentage, brokerage, or  
contingent fee, except for retention of bona fide employees or bona fide established selling  
agencies for the purpose of securing business. This statement is made pursuant to 2 GAR  
Division 4 § 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and  
on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

  
Tony Anderson, Vice President

Signature of one of the following:  
Offeror if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 11<sup>th</sup> day of Feb., 2014

  
NOTARY PUBLIC

My commission expires:

**VIRGINIA I. SOLIDUM**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
P.O. Box 3743 Hagatna, Guam 96932

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID**

49 CFR Part 20 - Appendix A

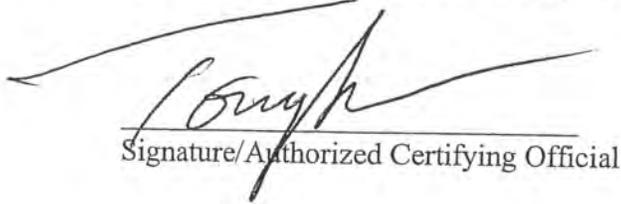
**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

  
\_\_\_\_\_  
Signature/Authorized Certifying Official

Tony Anderson, Vice President  
\_\_\_\_\_  
Typed Name and Title

IMCO General Construction, Inc.  
\_\_\_\_\_  
Applicant/Organization

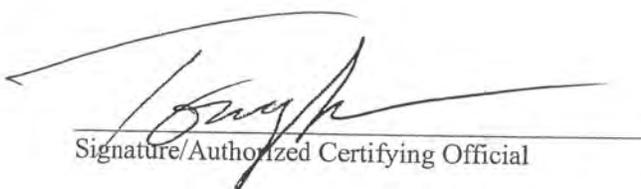
February 12, 2014  
\_\_\_\_\_  
Date Signed

**THIS STATEMENT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID**

**STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature/Authorized Certifying Official

Tony Anderson, Vice President  
\_\_\_\_\_  
Typed Name and Title

IMCO General Construction, Inc.  
\_\_\_\_\_  
Applicant Signature

February 12, 2014  
\_\_\_\_\_  
Date Signed

**THIS STATEMENT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID**

**BID SCHEDULE**

**BILE / FIGUA BRIDGES REPLACEMENT (CONSTRUCTION PHASE)**  
**PROJECT NO.: GU-NH-NBIS(007)**

Bidders Please Note: Before completing the Bid Schedule and preparing the Proposal, carefully read "**Invitation For Bid**" and "**Notice To Bidders**" and Section 102 of the Special Contract Requirements of the Specifications.

Bidders shall complete the Bid Schedule for only one option, either Option 1 (Bridge) Pages BS-2 through BS-11, or Option 2 (3-Sided Concrete Culvert) Pages BS-12 through BS-21.

The bidder shall insert a unit price opposite each pay item name for which an estimated quantity appears in the bid schedule. A unit bid price is not to be entered nor tendered for any pay item name for which no estimated quantity appears. Whenever a contingent amount is shown for any pay item in the **Bid Schedule** such as Contingent Amount, such amount shall govern and be included in the bid total.

Basis of award of the bid shall be as described in the Instructions to Bidders, Notice to Bidders and Section 102 of the Special Contract Requirements.

For price adjustments, refer to Sub-section 109.06

Whenever a pay item in the following Bid Schedule is not covered under the Special Contract Requirements (SCR), the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03) shall govern.

Quantities indicated on the Bid Schedule are estimates only. The Contractor shall be paid by the actual work completed and accepted.

The Contractor shall submit Schedule of Values for all lump sum pay items of work, which shall be the basis of payment. Refer to Section 109.01.

\*The Contingent Sum is for the Government use only. No work shall be charged to this Item unless authorized in writing by the Contracting Officer. See Section 109.02(p).

Project Title BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number PROJECT NO.: GU-NH-NBIS(007)  
 Project Location Village of Merizo, Guam

**BID SCHEDULE  
 "OPTION 1 (BRIDGE)"**

Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
15101-0000	Mobilization TWO HUNDRED FIFTY SIX THOUSAND AND NO CENTS	LPSM	ALL	\$256,000.00	\$ 256,000.00
15201-0000	Construction Survey and Staking Twenty Three Thousand Three Hundred Dollars and No Cents	LPSM	ALL	\$ 23,300.00	\$ 23,300.00
15401-0000	Contractor Testing Ten Thousand Five Hundred Dollars and No Cents	LPSM	ALL	\$ 10,500.00	\$ 10,500.00
15501-0000	Construction Schedule Fourteen Thousand Dollars and No Cents	LPSM	ALL	\$ 14,000.00	\$ 14,000.00
15701-0000	Soil Erosion Control Twenty Four Thousand Three Hundred Dollars and No Cents	LPSM	ALL	\$ 24,300.00	\$ 24,300.00
15801-0000	Watering for Dust Control Six Hundred Twelve Dollars and No Cents	MGAL	26	\$ 612.00	\$ 15,912.00
20101-0000	Clearing and Grubbing Fifteen Thousand Nine Hundred Dollars and No Cents	ACRE	0.52	\$ 15,900.00	\$ 8,268.00
20220-1000	Removal, Individual Tree Three Hundred Ninety Four Dollars and No Cents	EACH	28	\$ 394.00	\$ 11,032.00
20220-2000	Removal, Individual Stump One Thousand Three Hundred Thirty Dollars and No Cents	EACH	1	\$ 1,330.00	\$ 1,330.00

Project Title BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number PROJECT NO.: GU-NH-NBIS(007)  
 Project Location Village of Merizo, Guam

<b>BID SCHEDULE "OPTION 1 (BRIDGE)"</b>					
Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
20301-0900	Removal of Fire Hydrant One Thousand Forty Dollars and No Cents	EACH	1	\$ 1,040.00	\$ 1,040.00
20301-1110	Removal of Gate (12 Feet-Wide Chain Link) Four Hundred Thirty Eight Dollars and No Cents	EACH	1	\$ 438.00	\$ 438.00
20301-2400	Removal of Sign One Hundred Seventy Six Dollars and No Cents	EACH	4	\$ 176.00	\$ 704.00
20301-3110	Removal of Utility Poles (Including Hardware and Utility Lines) Two Thousand Eight Hundred Seventy Dollars and No Cents	EACH	4	\$ 2,870.00	\$ 11,480.00
20302-0900	Removal of Fence, Chain Link Twenty Dollars and Ten Cents	LNFT	127	\$ 20.10	\$ 2,552.70
20302-1200	Removal, Guardrail Seven Dollars and Eighty Cents	LNFT	301	\$ 7.80	\$ 2,347.80
20302-2300	Removal of Waterline Seven Dollars and Ten Cents	LNFT	940	\$ 7.10	\$ 6,674.00
20303-1600	Removal of Pavement, Asphalt Seven Dollars and No Cents	SQYD	875	\$ 7.00	\$ 6,125.00
20304-2100	Removal of Bridge (Complete) One Hundred Eighty Two Thousand Seven Hundred Dollars and No Cents	LPSM	ALL	\$ 182,700.00	\$ 182,700.00

Project Title BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number PROJECT NO.: GU-NH-NBIS(007)  
 Project Location Village of Merizo, Guam

**BID SCHEDULE  
 "OPTION 1 (BRIDGE)"**

<b>Pay Item Number</b>	<b>Description (With Unit Bid Price in Words)</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Bid Price</b>	<b>Bid Amount</b>
20302-2700	Removal of 2-Inch Aluminum Conduit, including Cabling Three Dollars and Ninety Cents	LNFT	252	\$ 3.90	\$ 982.80
20303-2710	Removal of 4-Inch Aluminum Conduit, including Cabling Ten Dollars and Fifty Cents	LNFT	504	\$ 10.50	\$ 5,292.00
20303-3510	Removal of Stone Masonry (Grouted Rip-Rap) Twenty Six Dollars and No Cents	SQYD	208	\$ 26.00	\$ 5,408.00
20304-7100	Removal of Concrete Service Pedestal, Complete Three Hundred Eighteen Dollars and No Cents	LPSM	ALL	\$ 318.00	\$ 318.00
20315-0000	Sawcutting Pavement Twenty Eight Dollars and No Cents	LNFT	87	\$ 28.00	\$ 2,436.00
20401-0000	Roadway Excavation Sixteen Dollars and Fifty Cents	CUYD	5,625	\$ 16.50	\$ 92,812.50
20420-0000	Embankment Construction Forty Eight Dollars and Fifty Cents	CUYD	50	\$ 48.50	\$ 2,425.00
25110-2000	Grouted Rip-Rap, Class 2 Two Hundred Forty One Dollars and No Cents	CUYD	70	\$ 241.00	\$ 16,870.00
25110-4000	Grouted Rip-Rap, Class 4 Two Hundred Fifteen Dollars and No Cents	CUYD	401	\$ 215.00	\$ 86,215.00

Project Title BILE / FIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number PROJECT NO.: GU-NH-NBIS(007)  
 Project Location Village of Merizo, Guam

<b>BID SCHEDULE "OPTION 1 (BRIDGE)"</b>					
Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
30102-0300	Aggregate Base, Grading C, 8-Inch Depth Fourteen Dollars and No Cents	SQYD	658	\$ 14.00	\$ 9,212.00
30102-0500	Aggregate Base, Grading C, 12-Inch Depth Twenty One Dollars and Fifty Cents	SQYD	400	\$ 21.50	\$ 8,600.00
40201-1010	Hot Mix Asphalt (HMA) Concrete Pavement, Friction Course, 1-Inch Depth Five Hundred Seven Dollars and No Cents	TON	60	\$ 507.00	\$ 30,420.00
40201-0410	Hot Mix Asphalt (HMA) Concrete Pavement, Base Course, 3-Inch Depth Four Hundred Sixty Four Dollars and No Cents	TON	82	\$ 464.00	\$ 38,048.00
41202-0000	Tack Coat Nine Dollars and Eighty Cents	GAL	222	\$ 9.80	\$ 2,175.60
55101-0610	Precast Prestressed Concrete Piles, 14-Inch Solid Octagonal Three Hundred Seventy Nine Dollars and Thirty Five Cents	LNFT	780	\$ 379.35	\$ 295,893.00
55101-0620	Precast Prestressed Concrete Piles, 14-Inch Solid Octagonal **Piles within 20 feet of existing GWA sewer lines** Three Hundred Seventy Nine Dollars and Thirty Five Cents	LNFT	780	\$ 379.35	\$ 295,893.00
55104-1000	Dynamic Pile Load Test Nine Thousand Eighty Dollars and No Cents	EACH	8	\$ 9,080.00	\$ 72,640.00

BS-5 (AD-3)

Project Title BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number PROJECT NO.: GU-NH-NBIS(007)  
 Project Location Village of Merizo, Guam

BID SCHEDULE "OPTION 1 (BRIDGE)"					
Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
55116-0000	Splices Two Thousand Two Hundred Fifty Dollars and No Cents	EACH	12	\$ 2,250.00	\$ 27,000.00
55201-0115	Structural Concrete, Class A (Pile Cap / Abutment Wall / Retaining Wall) One Thousand Four Hundred Ten Dollars and No Cents	CUYD	250	\$ 1,410.00	\$ 352,500.00
55201-0125	Structural Concrete, Class A (Approach Slab) Seven Hundred Seventy Six Dollars and No Cents	CUYD	210	\$ 776.00	\$ 162,960.00
55201-0135	Structural Concrete, Class A (Pole Foundation) Eight Hundred Eighteen Dollars and No Cents	CUYD	17	\$ 818.00	\$ 13,906.00
55201-0145	Structural Concrete, Class A (Service Pedestal) One Thousand Eight Hundred Ten Dollars and No Cents	CUYD	2	\$ 1,810.00	\$ 3,620.00
55302-3410	Precast, Prestress Bridge Box Beam (Type B27-48) <b>SIX HUNDRED FIFTY DOLLARS AND NO CENTS</b>	LNFT	1,150	<b>650.00</b>	<b>\$ 747,500.00</b>
55506-0110	Miscellaneous Steel (Utility Raceway Aluminum Frame in- place) One Thousand Four Hundred Twenty Dollars and No Cents	EACH	23	\$ 1,420.00	\$ 32,660.00
55601-0800	Bridge Railing, Concrete, New Jersey Safety Shape Two Hundred Twenty Five Dollars and No Cents	LNFT	230	\$ 225.00	\$ 51,750.00
56202-0100	Temporary Support Structure (Bridge Erection System) Two Hundred Fifty Four Thousand Six Hundred Fifty Eight Dollars and No Cents	LPSM	ALL	\$ 254,658.00	\$ 254,658.00

Project Title BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number PROJECT NO.: GU-NH-NBIS(007)  
 Project Location Village of Merizo, Guam

**BID SCHEDULE  
 "OPTION 1 (BRIDGE)"**

Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
56302-1000	Painting, Concrete Structure No Dollars and Eighty Seven Cents	SQFT	2,190	\$ 0.87	\$ 1,905.30
56401-0000	Bearing Devices One Thousand Five Hundred Ninety Dollars and No Cents	EACH	40	\$ 1,590.00	\$ 63,600.00
60201-0600	18-Inch Pipe Culvert Eighty Dollars and Fifty Cents	LNFT	27	\$ 80.50	\$ 2,173.50
60210-0600	End Section for 18-Inch Pipe Culvert Two Thousand Six Hundred Seventy Dollars and No Cents	EACH	2	\$ 2,670.00	\$ 5,340.00
60405-0000	Manhole Adjustment Two Thousand One Hundred Twenty Dollars and No Cents	EACH	6	\$ 2,120.00	\$ 12,720.00
60417-0000	Cleanout, Sewer, 4-inch Ninety Five Dollars and Forty Cents	EACH	1	\$ 95.40	\$ 95.40
60901-1700	Curb, Concrete 18-Inch Depth Forty Dollars and Fifty Cents	LNFT	128	\$ 40.50	\$ 5,184.00
61102-0450	¾-inch Waterline, Polyvinyl Chloride (PVC) (Including Fittings) Eighty Six Dollars and Forty Cents	LNFT	28	\$ 86.40	\$ 2,419.20
61102-0600	1- Inch Waterline, Copper (including Fittings) Forty Nine Dollars and Eighty Cents	LNFT	146	\$ 49.80	\$ 7,270.80

Project Title BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number PROJECT NO.: GU-NH-NBIS(007)  
 Project Location Village of Merizo, Guam

**BID SCHEDULE  
 "OPTION 1 (BRIDGE)"**

Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
61102-3250	8-Inch Waterline, Ductile Iron (including Fittings) One Hundred Thirty Dollars and No Cents	LNFT	607	\$ 130.00	\$ 78,910.00
61104-0200	Valve, Air Release Six Hundred Twenty Three Dollars and No Cents	EACH	4	\$ 623.00	\$ 2,492.00
61106-0000	Fire Hydrant Eight Thousand Two Hundred Ninety Dollars and No Cents	EACH	1	\$ 8,290.00	\$ 8,290.00
61107-0000	Water Meter Five Hundred Twenty Seven Dollars and No Cents	EACH	3	\$ 527.00	\$ 1,581.00
61108-4000	Adjust Valve Box Three Hundred Seventeen Dollars and No Cents	EACH	1	\$ 317.00	\$ 317.00
61701-5010	Guardrail – Type W Forty Five Dollars and Seventy Cents	LNFT	88	\$ 45.70	\$ 4,021.60
61701-5020	Guardrail – Type T One Hundred Eleven Dollars and No Cents	LNFT	166	\$ 111.00	\$ 18,426.00
61702-0010	Guardrail Anchorage Approach End Four Thousand Nine Hundred Dollars and No Cents	EACH	4	\$ 4,900.00	\$ 19,600.00
61702-0020	Guardrail Anchorage Trailing End One Thousand Nine Hundred Sixty Dollars and No Cents	EACH	4	\$ 1,960.00	\$ 7,840.00

Project Title BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number PROJECT NO.: GU-NH-NBIS(007)  
 Project Location Village of Merizo, Guam

<b>BID SCHEDULE "OPTION 1 (BRIDGE)"</b>					
Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
62502-0000	Turf Establishment Twenty Four Dollars and Forty Cents	SQYD	1000	\$ 24.40	\$ 24,400.00
62701-0100	Sod, Strip, Reinforced Bioswale Three Hundred Thirty One Dollars and No Cents	SQYD	356	\$ 331.00	\$ 117,836.00
63401-1501	Pavement Marking, Type H, 4-Inch Wide, Solid Line, White One Dollar and Fifty Five Cents	LNFT	800	\$ 1.55	\$ 1,240.00
63401-1503	Pavement Marking, Type H, 4-Inch Wide, Solid Line, Yellow One Dollar and Fifty Five Cents	LNFT	800	\$ 1.55	\$ 1,240.00
63406-0201	Raised Pavement Marking, Reflectorized 2-Ways, Type "YY" Five Dollars and Fifty Five Cents	EACH	52	\$ 5.55	\$ 288.60
63406-0203	Raised Pavement Marking, Reflectorized 2- Ways, Type "BB" Five Dollars and Fifty Five Cents	EACH	1	\$ 5.55	\$ 5.55
63501-0000	Temporary Traffic Control Eighty Four Thousand Five Hundred Dollars and No Cents	LPSM	ALL	\$ 84,500.00	\$ 84,500.00
63501-1000	Temporary Traffic Control, Traffic and Safety Supervisor Twenty Two Thousand Dollars and No Cents	LPSM	ALL	\$ 22,000.00	\$ 22,000.00
63601-0900	System Installation, Electrical Utility Company Compensation Three Thousand Two Hundred Seventy Dollars and No Cents	LPSM	ALL	\$ 3,270.00	\$ 3,270.00

Project Title BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number PROJECT NO.: GU-NH-NBIS(007)  
 Project Location Village of Merizo, Guam

<b>BID SCHEDULE "OPTION 1 (BRIDGE)"</b>					
Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
63601-3020	System Installation, Electrical (Service Entrance) Twenty Eight Thousand Three Hundred Dollars and No Cents	LPSM	ALL	\$ 28,300.00	\$ 28,300.00
63610-1610	Conduit, 2-Inch, PVC (including Fittings) Five Dollars and Twenty Five Cents	LNFT	240	\$ 5.25	\$ 1,260.00
63610-1710	Conduit, 2-Inch, Aluminum (including Fittings) Thirteen Dollars and Ten Cents	LNFT	140	\$ 13.10	\$ 1,834.00
63610-2810	Conduit, 4-Inch, PVC (including Fittings) Ten Dollars and Fifty Cents	LNFT	520	\$ 10.50	\$ 5,460.00
63610-2910	Conduit, 4-Inch, Aluminum (including Fittings) Fifty Two Dollars and Thirty Cents	LNFT	280	\$ 52.30	\$ 14,644.00
63620-0010	Utility Poles, Hardware and Overhead Lines Thirty Four Thousand Six Hundred Dollars and No Cents	EACH	6	\$ 34,600.00	\$ 207,600.00
63621-1100	Utility Box, Handhole (2'x4') Four Thousand Eight Hundred Ten Dollars and No Cents	EACH	9	\$ 4,810.00	\$ 43,290.00
63622-0000	Utility Trench Nineteen Dollars and Ninety Cents	LNFT	400	\$ 19.90	\$ 7,960.00
63640-0600	Relocate Communication Line One Hundred Sixteen Thousand Dollars and No Cents	LPSM	ALL	\$ 116,000.00	\$ 116,000.00

Project Title BILE / FIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
 Project Number PROJECT NO.: GU-NH-NBIS(007)  
 Project Location Village of Merizo, Guam

BID SCHEDULE "OPTION 1 (BRIDGE)"					
Pay Item Number	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount
63641-0100	Relocate Luminaire (including Cables & Accessories, Complete) Three Hundred Twenty Seven Dollars and No Cents	EACH	2	\$ 327.00	\$ 654.00
63641-1100	Relocation of Transformer (Pole Mounted) Seven Hundred Eighty Four Dollars and No Cents	EACH	4	\$ 784.00	\$ 3,136.00
63701-0100	Field Office Forty Four Thousand Eight Hundred Dollars and No Cents	LPSM	ALL	\$ 44,800.00	\$ 44,800.00
99953-0000	Contingent Sum Fifty Thousand Dollars and No Cents	LPSM	ALL	\$ 50,000.00	\$ 50,000.00
TOTAL "OPTION 1 (BRIDGE)" BID AMOUNT ..... (IN WORDS) FOUR MILLION TWO HUNDRED TWELVE THOUSAND EIGHT HUNDRED TWO DOLLARS AND THIRTY FIVE CENTS					\$4,212,802.35

\* Note: The Contingent Sum is for Government use only. No work shall be charged to this Item unless authorized in writing by the Contracting Officer.

\*\*\* END OF BID SCHEDULE "OPTION 1 (BRIDGE)" \*\*

**BID BOND**

COPY

KNOW ALL MEN BY THESE PRESENTS that we

IMCO General Construction, Inc.

as Principal, hereinafter called "Principal," and we

Fidelity and Deposit Company of Maryland

as Surety (Bonding Company), a duly admitted insurer under the laws of the Territory of Guam, as Surety hereinafter called "Surety" are held and firmly bound unto the Department of Public Works, hereinafter called the DPW, in the penal sum of Fifteen Percent (15%) of Total Bid Amount

Dollars (\$15% of Total Bid Amount), lawful money of the United States, for the payment of which sum will and truly be made, we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

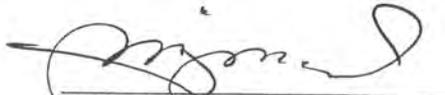
WHEREAS, the Principal has submitted the accompanying bid for the

**BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)**  
**PROJECT NO.: GU-NH-NBIS(007)**

NOW THEREFORE, if the Department of Public Works shall accept the bid of the Principal, and Principal shall not withdraw said bid within sixty (60) days after the opening of bids, and shall within twenty-one (21) calendar days after the prescribed forms are presented to him for signature, enter into a written contract with DPW in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance and proper fulfillment of such Contract and for prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds within the time specified, if the Principal shall pay DPW the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the DPW may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the bid documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

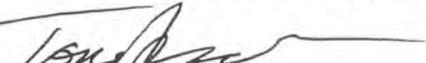
**IF CONTRACTOR ELECTS TO PROVIDE A BID BOND AS BID GUARANTEE,  
THIS FORM MUST BE EXECUTED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID.**

Signed and sealed this 11<sup>th</sup> day of February, 2014.

  
(WITNESS) Marcia Mendiola

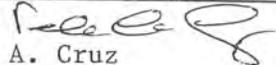


IMCO General Construction, Inc.

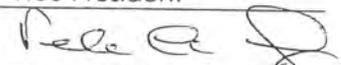
  
(PRINCIPAL) Tony Anderson

Administrative Assistant

Vice President

(TITLE)   
Pamela A. Cruz  
for Gregory E. Murray

  
Pamela A. Cruz  
for James M. Carroll

  
Takagi & Associates, Inc.

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(RESIDENT GENERAL AGENT)

Assistant Secretary

Vice President

(TITLE)

(TITLE)

**INSTRUCTIONS TO PROVIDERS:**

Notice to all Insurance and Bonding Institutions:

This Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent.

When the form is submitted to Department of Public Works it should be accompanied with copies of all of the following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.

A Bond, submitted as Bid Guarantee, without signatures and supporting documents is invalid and bids will be rejected.

**IF CONTRACTOR ELECTS TO PROVIDE A BID BOND AS BID GUARANTEE,  
THIS FORM MUST BE EXECUTED AND RETURNED IN THE ENVELOPE  
CONTAINING THE BID.**

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Hidenobu TAKAGI and Pamela A. CRUZ, both of Tumon, Guam, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of February, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



*Gregory E. Murray*

By: \_\_\_\_\_

*Assistant Secretary  
Gregory E. Murray*

*James M. Carroll*

\_\_\_\_\_

*Vice President  
James M. Carroll*

State of Maryland  
City of Baltimore

On this 27th day of February, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015

GOVERNMENT OF GUAM  
DEPARTMENT OF REVENUE AND TAXATION  
OFFICE OF THE INSURANCE COMMISSIONER  
**CERTIFICATE OF AUTHORITY**

RENEWAL

COA239

*Know All Men By These Presents That:*

**Name** FIDELITY AND DEPOSIT COMPANY OF MARYLAND

**Address** 1400 AMERICAN LANE  
SCHAUMBURG

IL 60196 1056

**Classes of Insurance  
Authorized**

ACCIDENT & HEALTH  
FIDELITY & SURETY  
FIRE  
MARINE

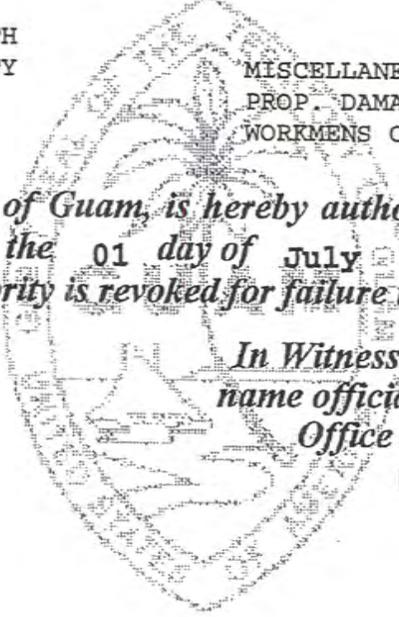
MISCELLANEOUS  
PROP. DAMAGE & LIABILITY  
WORKMENS COMP

*Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 01 day of July, 20 13, to the 01 day of July, 20 14, unless authority is revoked for failure to comply with the law.*

**General Agent(s):**

TAKAGI & ASSOCIATES INC  
CASSIDY'S ASSOCIATED INSURERS INC

*In Witness Whereof, I have hereunto subscribed my name officially and have hereon impressed my Seal of Office at the City of Hagatña, Guam on this 08 day of July A.D. 20 13.*

  
*Artemio B. Ilagan*  
ARTEMIO B. ILAGAN  
Insurance Commissioner

Bid Analysis dated  
March 04, 2014



*The Honorable*  
**Eddie Baza Calvo**  
*Governor*

*The Honorable*  
**Ray Tenorio**  
*Lieutenant Governor*



DIPATTAMENTON CHE'CHO' PUPBLEKO

**Carl V. Dominguez**  
*Director*

**Jessie B. Palican**  
*Deputy Director*

March 4, 2014

## MEMORANDUM

TO: Director

Via: Acting Chief Engineer

From: Contracts, Design Analysis Section (CDAS)-DPW

**SUBJECT: BID ANALYSIS – Bile / Pigua Bridge Replacements  
Project No. GU-NH-NBIS(007)**

### PROJECT DESCRIPTION:

The project involves the reconstruction and widening of the Bile and Pigua Bridges to address the immediate concerns to the structural integrity of both existing bridges. The bridges are approximately 730 feet apart and located with the village of Merizo in the southern part of Guam along Route 4. The bridges will be constructed with an increase span to widen the existing river opening at the bridges and will include all necessary river embankment upgrades along the upstream and downstream approaches within the proposed right-of-way.

The option 1(Bridge) scope of improvements entails the demolition of each existing bridge, which will be accomplish in two phases, and the construction of a two lane bridge with shoulders, bridge rails and guard rails all within the confines of the proposed 80 feet master plan rights-of-way along the existing Route 4 corridor. Included with this scope are the required real estate acquisitions and severance maps to acquire the right-of-way corridor within the limits of the new bridges.

The option 2 (3-Sided Culvert) is a pre-engineered/pre-manufactured precast concrete culvert by ConTech/ConSpan as detailed in this contract documents or a 3-sided flat topped concrete culvert designed by the contractor. The scope of improvements is similar to that of option 1(bridge).

In addition, the road approaches to the bridges will be reconstructed and widen to include, asphalt concrete pavement approach ramps, paved shoulders, installation of ample warning and traffic regulatory signage and pavement markers and markings to direct vehicular movement throughout the limits of this project site, and any other roadway appurtenances, where applicable, to provide for a complete, usable and safe facility. Scope will also include the rerouting of existing utilities that will be affected by the bridge construction. The project is located in the village of Merizo.

### PROCUREMENT DETAILS:

The above project was advertised to receive bids in the Marianas Variety Guam Edition on September 24, 2013. A pre-bid conference was held on Tuesday, December 10, 2013 at 9:00 a.m., at the Division of

Highways Building, 2<sup>nd</sup> Floor Conference Room Department of Public Works (DPW). One (1) construction firm including DPW staff and consultants attended the conference. Five (5) addenda were issued for the project and listed below are brief description for each addendum.

(a) **Addendum 1**-dated December 18, 2013, provided pre-bid conference minutes with the attendance noted, including responses to Fourteen (14) questions raised during pre-bid conference.

(b) **Addendum 2**-dated January 9, 2014, provided revisions to construction plan sheets CT1, and CT7.

(c) **Addendum 3**-dated January 22, 2014, provided revisions to contract bid documents, specifications, and construction plans.

(d) **Addendum 4**-dated February 5, 2014, provided revisions to contract bid documents, specifications, and construction plans.

(e) **Addendum 5**-dated February 11, 2014, provided revisions to contract bid documents, and specifications.

**BID OPENING:**

The bid opening was held on Wednesday, February 12, 2014 at 2:00 p.m. at the Division of Highways Building, 2<sup>nd</sup> Floor Conference Room Department of Public Works. The attendance sheet is attached for reference. The Bid Opening Summary lists the Government Estimate at \$2,803,000.00.

A total of twenty three (23) showed interest to participate in the beginning, seventeen (17) are potential bidders and six (6) are consultants and/or suppliers. Nine (9) obtained compact disc (CD) of the bid package, and fourteen (14) downloaded the bid package from the government website. However, only two (2) bids were received.

**ORIGINAL BIDS RECEIVED & AMOUNT:**

<b>Bidders</b>	<b>Total Bid Amount</b>
Korando Corporation	\$3,665,559.00
IMCO General Construction, Inc.	\$4,212,802.35

**BID SUBMITTAL PACKAGE CONTENTS:**

1. Bid Bond form, 2. Bid Proposal form, 3. Affidavit re Non-Collusion, 4. Affidavit Disclosing Ownership and Commissions, 5. Certification of Non-Segregated Facilities, 6. Affidavit re No Gratuities or Kickbacks, 7. Affidavit re Ethical Standards, 8. Declaration of Compliance with U.S. DOL Wage Determination, 9. Affidavit re Contingent Fees, 10. Certification for Lobbying (49 CFR part 20), 11. Statement for Loan Guarantees and Loan Insurance (49 CFR part 20), and 12. Bid Schedule.

**DETERMINATION OF RESPONSIVE AND RESPONSIBLE BIDDERS:**

Two (2) bids were submitted. Both submitted the required bid documents and are responsive and responsible.

(a) **Korando Corporation**– bid documents submitted are in order.

The bid submitted by Korando Corporation is responsive and responsible.

(b) **IMCO General Construction, Inc.** – bid documents submitted are in order.

The bid submitted by IMCO General Construction, Inc. is responsive and responsible.

**BID PRICE ANALYSIS:**

Analyses of bid prices for the project were performed in collaboration with the Government's consultant Parsons Brinckerhoff.

Bids for replacement of the Route 4 bridges over the Bile and Pigua Rivers in the Village of Merizo were opened on February 12, 2014. The apparent low bidder was Korando Corporation, with a total bid of \$3,665,559. The apparent low bid is higher than the Engineers Estimate of \$2,803,000 by \$862,559 (31%). One other bid was received from IMCO in the amount of \$4,212,802.35.

This project was developed with two options – box beam bridge and three-sided concrete culvert. Three-sided culverts had not previously been available on Guam and a proprietary supplier (Contech/Conspan) indicated an intent to make their product available on Guam. Contractors had the choice of bidding either option, and the engineering team anticipated that the three-sided culvert would be the lowest cost option. The Engineers Estimate provided to the Government was based on the anticipated lower cost of the three-sided option, not the higher estimate for the box beam bridge option.

Upon further review of the Engineers Estimate, it was found that the unit price used for asphalt friction course was based on a square yard unit, but the bid item was per ton. Correcting the unit price for this item in the Engineers Estimate and using the estimate for Option 1 (bridge) yields a revised Engineers Estimate of \$2,978,145. The apparent low bid is therefore \$687,414 (23%) over the corrected Engineers Estimate for Option 1.

Items with the greatest dollar difference between the bid from Korando Corporation and the corrected Engineers Estimate listed in descending order of magnitude include:

- Temporary Support Structure                      \$477,160 over the Engineers Estimate
- Piles     \$331,500 over the Engineers Estimate
- Mobilization     \$231,765 over the Engineers Estimate
- Sod, Strip, Reinforced Bioswale                 \$115,700 over the Engineers Estimate

Other items in the bid were both higher and lower than the Engineers Estimate, but the items listed above are the primary reason for the difference between the Engineers Estimate and the bids received for the project.

The Temporary Support Structure pay item was intended to include work necessary for the contractor to protect and support the existing Bile & Pigua structures that will maintain traffic during Phase 1 while the portions of the bridges that are currently closed are demolished to allow for construction of half of the new bridges. The Engineers Estimate for this item was \$52,840 and the bids received for this item were \$530,000 (Korando Corporation) and \$254,658 (IMCO). Details on how to accomplish the protection of the existing bridges were not provided, rather, each contractor was required to develop their own methodology to protect the existing bridge. It is therefore not possible to make a direct comparison between the Engineers Estimate and the two very different bid amounts, other than to conclude that both bidders foresaw greater risk in this item than was anticipated by the Engineers Estimate.

There are two pile items in the bid summary, with half of the piles to be driven away from existing sewer lines, and half to be driven close to existing sewer lines. A higher unit price was anticipated in the Engineers Estimate for work close to sewer lines to reflect the additional measures that would be needed

to document the condition of the lines and to protect the lines during pile driving operations. The Engineers estimate for these two items totaled \$273,000 and the bids received for these items totaled \$604,500 (Korando Corporation) and \$591,786. Both bidders bid the same unit prices for work near and away from the sewer lines. Both bidders pile driving prices are similar, indicating that both bidders foresaw similar risk in this item, or perhaps both bidders obtained their prices from the same pile driving subcontractor. The Engineers Estimate was guided by prices bid last year for the Agfayan Bridge Replacement project. It is not possible, without interviewing the bidders, to ascertain why the prices bid for piles at other southern bridges with similar access constraints as found at the Agfayan River bridge.

The Engineers Estimate for Mobilization was \$110,835, representing about 4% of the anticipated total. The lump sum bids received for this item were \$342,600 (Korando Corporation) and \$256,000 (IMCO). The Korando Corporation bid represents about 9.35% of their total bid. In our experience, some contractors bid a very high amount for mobilization so that they can improve their cash flow position at the beginning of a project. SCR 151 limits the amount that can be paid prior to final acceptance of the project to 6% of the total price bid. It is possible that the bidder missed this limitation in the SCR and was intending to front-load the billings for this project as much as they could, or they may have intended the remaining 3% to cover their demobilization costs at the end of the project.

The Sod, Strip, Reinforced Bioswale item is the stormwater quality BMP to provide treatment to stormwater runoff from the project before it is released into the Bile and Pigua Rivers. It is composed of sod placed over geogrid or galvanized poultry netting. The Engineers Estimate for the bioswale was \$8,900 (\$25 per square yard) and the bids received for this item were \$124,600 (Korando Corporation @ \$350 per square yard) and \$117,836 (IMCO @ \$331 per square yard). Most bidders on recent similar bridge projects have bid this item with a unit price of \$15 to \$46 per square yard, in line with the Engineers Estimate unit price. We make note, however, that Korando Corporation bid the same unit price of \$350 per square yard on their unsuccessful bid for rehabilitation of the Inarajan North Leg (As-Misa) bridge, and that IMCO bid unit prices for this item of \$6.80 (Agfayan Bridge Replacement); \$400.00 (Inarajan North Leg Bridge); and \$2,937 (Talofofo and Togcha bridges). We are unable to identify factors for this project that would result in the work associated with this item to have such a high unit price.

#### Unit Price Risks

There are several items where the unit price bid by Korando Corporation is significantly higher than the Engineers Estimate unit price, and that could result in significant cost overruns if the actual quantity constructed exceeds the estimated quantity by an appreciable amount. The potential impact of major items for which this is the case are presented below. The Construction Manager on the project should be advised to give particular attention to these items to guard against the possibility that a contractor could use an inflated unit price to inflate the total price paid for the project.

Item 63406 Blue and Yellow Raised Pavement Markers – The unit prices bid for these items by Korando Corporation were 20 times the unit price in the Engineers Estimate. Estimated plan quantities have been checked to assure that there is no error that would result in a significant cost overrun.

Item 62502 Turf Establishment – The unit price bid for this item by Korando Corporation was 17 times the unit price in the Engineers Estimate. Estimated plan quantities have been checked to assure that there is no error that would result in a significant cost overrun. For most projects, the CM does not need to pay special attention to the quantity for this item because the unit price is normally quite small. For this project, however, the CM will need to closely monitor the contractor's activities at the work limits to make sure that they do not exceed the work limits shown on the plans.

Item 62701 Sod, Strip, Bioswale – The unit price for this item by Korando Corporation (discussed above as a major cost difference) was 14 times the unit price in the Engineers Estimate. Estimated plan quantities have been checked to assure that there is no error that would result in a significant cost overrun.

Similar to turf establishment, this item is subject to overruns if the CM does not pay special attention to the layout of the bioswale in the field to assure that the limits closely match the plan.

Item 20220 Removal, Individual Stump – The unit price bid for this item by Korando Corporation was 12 times the unit price in the Engineers Estimate, and higher than their price for removal of a tree including the stump. There is only one stump to be removed on the project at the Bile Bridge, and the CM should be advised to limit this item to only that stump.

Item 41202 Tack Coat – The unit price for this item by Korando Corporation was 10 times the Engineers Estimate. Estimated plan quantities have been checked to assure that there is no error that would result in a significant cost overrun. It is challenging for contractors to set their application equipment to obtain the correct application rate, and the CM should pay special attention to this item to make sure that the contractor does not apply the material at a rate in excess of what is called for on the plans, thus resulting in a quantity overrun.

Item 55101 Piles – The unit prices for these items by Korando Corporation were about double the Engineers Estimate. The quantity of piles included in the bid summary was based on geotechnical boring information at select locations, and the actual quantity of piles on any bridge project can be significantly higher or lower than anticipated by the borings. There is equal risk that the Government's cost could increase or Korando Corporation's payment could decrease by significant amounts when the actual pile lengths are determined in the field.

**APPARENT LOW BID:**

Korando Corporation .....\$3,665,559.00

**ENGINEERS ESTIMATE:** .....\$2,803,000.00

**FUNDING SOURCE & TOTAL**

FHWA .....\$3,665,559.00

**AWARD OF CONTRACT:**

As stipulated in §102.08 of the Special Contract Requirements in the bid documents, award of contract will be made "to the lowest responsible and responsive bidder" whose bid for either option 1(bridge) or option 2(3-sided concrete culvert), conforming to the "Invitation for Bid", is most responsive and advantageous to the Government, prices and other factors considered.

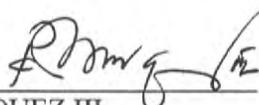
**RECOMMENDATION:**

We recommend that a contract be awarded to **Korando Corporation** to construct the Bile and Pigua bridge replacements in accordance with the bid submitted on February 12, 2014. Although, there are a number of unusual aspects to the unit prices bid for the work, we recognize that replacement of these bridges at the earliest date that can be achieved is important for the safety and mobility of Guam's motorists. We also do not anticipate that re-bidding the project would result in lower bids, and recognize the possibility that a re-bid project could result in higher prices.

Given the number of items for which significant project cost overruns could result if the contractor does not adhere closely to the plans and specifications, we recommend that special attention be given to selection of the Construction Management team that will observe the work on behalf of the Department.

**ATTACHMENTS:**

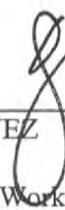
Bid Opening Attendance Sheet  
Bid Opening Summary  
Bid Package Submittal Checklist  
Bid Price Tabulation

Prepared by:   
PEDRO C. MARQUEZ III  
Acting Engineer II, CDAS  
Department of Public Works

Date: 3/4/14

Submitted by:   
SAGRADO F. BILONG  
Acting Engineer Supervisor, CDAS  
Department of Public Works

Date: 3/4/14

Approved by:   
CARL V. DOMINGUEZ  
Director  
Department of Public Works

Date: 3/2/14



## ATTENDANCE SHEET

Project Name: BILE/PIGUA BRIDGE REPLACEMENT

Project No.: GU-NH-NBIS(007)

**SUBJECT: BID OPENING**

Place, Time & Date: 2<sup>ND</sup> Floor, Conference Room, Division of Highways Building,  
Department of Public Works, 2:00 P. M., Wednesday, February 12, 2014

**ATTENDED BY:**

#	Name	Company	Tel. No.	E-mail
1	Ed Salamatir	DGA	477-7991	ewsalamatir@dca.guam.com
2	Jim Mischler	Parsons Brinckerhoff	988-6987	mischler@pbworld.com
3	S. Jonasson	PARSONS	648-1058	
4	Kristina Ingversson	PTH	648-1069	kristina.ingversson@parsons.com
5	Joseph F. Diaz	Parsons Brinckerhoff	646-6972	jdiaz@pbworld.com
6	Joaquin Blaz	DPW	6493121	joaquin-blaz@dpw.guam
7	ISIDRO DUAROSAN	DPW - CDAS	649-7143	isidro.duarnosan@dpw.guam
8	Marcia Mendida	IMCO GEN.	477-3405	
9	Nick Laborde	IMCO	882-9585	
10	José Palma	Forando Co	649-7880	

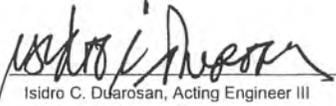
**BID OPENING SUMMARY**

FEBRUARY 12, 2014

Attachment "D"

PROJECT NAME:		BILE / PIGUA BRIDGE REPLACEMENTS			
PROJECT NO.:		GU-NH-NBIS(007)			
NAME OF FIRM	ACKNOWLEDGEMENT OF ADDENDUM(S)	BID BOND SUBMITTED	SURETY COMPANY	BID PROPOSAL FORM	TOTAL BID AMOUNT
1. Korando Corporation	YES	YES	YES	YES	\$3,665,559.00
2. IMCO General Construction, Inc.	YES	YES	YES	YES	\$4,212,802.35
GOVERNMENT ESTIMATE					\$2,803,000.00

Bids Opened by:  2/12/14  
Sagrado P. Bilong, Acting Engineer Supervisor  
CDAS-Department of Public Works  
Date

Bids Recorded by:  2/12/14  
Isidro C. Duarosan, Acting Engineer III  
CDAS-Department of Public Works  
Date

DEPARTMENT OF PUBLIC WORKS  
 DIVISION OF HIGHWAYS  
 Contracts, Design and Analysis Section (CDAS)

BID PACKAGE SUBMITTAL CHECKLIST

<b>PROJECT NAME:</b>		<b>BILE / PIGUA BRIDGE REPLACEMENTS</b>													
<b>PROJECT NO.:</b>		<b>GU-NH-NBIS(007)</b>													
NAME OF FIRM	O&2C	BBF	BPF	AOA	ANC	ADOC	CNSF	ANGK	AES	DCUSDWD	ACF	CRL	SLGI	BS	
1. Korando Corporation	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
2. IMCO General Construction	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	

- ✓ - Documents Submitted
- O&2C - Original & 2 Copies
- BBF - Bid Bond Form
- BPF - Bid Proposal Form
- AOA - Acknowledgement of Addendum
- ANC - Affidavit Re Non-Collusion
- ADOC - Affidavit Disclosing Ownership and Commissions
- CNSF - Certification of Non-Segregated Facilities
- ANGK - Affidavit Re No Gratuities and Kickbacks
- AES - Affidavit Re Ethical Standards
- DCUSDWD - Declaration Re Compliance with U.S. DOL Wage Determination
- ACF - Affidavit Re Contingent Fees
- CRL - Certification Regarding Lobbying
- SLGI - Statement of Loan Guarantee and Loan Insurance (Not Required)
- BS - Bid Schedule

# Engineers Estimate Bid Tabulation

**BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)  
BID TABULATION**

Pay Item Number	Description	Item Unit	Estimated Quantity	ENGINEERS' ESTIMATE		Korando Corporation			IMCO General Construction Inc.		
				Unit Price	Total Cost	Unit Price	Total Cost	% Difference	Unit Price	Total Cost	% Difference
<b>OPTION 1 (BRIDGE)</b>											
15101-0000	Mobilization	LPSM	ALL	\$110,835.00	\$110,835.00	\$342,600.00	\$342,600.00	-209%	\$256,000.00	\$256,000.00	-131%
15201-0000	Construction Survey & Staking	LPSM	ALL	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	70%	\$23,300.00	\$23,300.00	53%
19401-0000	Contractor Testing	LPSM	ALL	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	50%	\$10,500.00	\$10,500.00	79%
15501-0000	Construction Schedule	LPSM	ALL	\$50,000.00	\$50,000.00	\$7,500.00	\$7,500.00	85%	\$14,000.00	\$14,000.00	72%
15701-0000	Soil Erosion Control	LPSM	ALL	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		\$24,300.00	\$24,300.00	-143%
15801-0000	Watering for Dust Control	MGAL	26	\$1,000.00	\$26,000.00	\$250.00	\$6,500.00	75%	\$612.00	\$15,912.00	39%
20101-0000	Clearing and Grubbing	ACRE	0.52	\$5,000.00	\$2,600.00	\$7,500.00	\$3,900.00	-50%	\$15,900.00	\$8,268.00	-218%
20220-1000	Removal, Individual Tree	EACH	28	\$75.00	\$2,100.00	\$200.00	\$5,600.00	-167%	\$394.00	\$11,032.00	-425%
20220-2000	Removal, Individual Stump	EACH	1	\$50.00	\$50.00	\$600.00	\$600.00	-1100%	\$1,330.00	\$1,330.00	-2560%
20301-0900	Removal of Fire Hydrant	EACH	1	\$500.00	\$500.00	\$300.00	\$300.00	40%	\$1,040.00	\$1,040.00	-108%
20301-1110	Removal of Gate (12 Feet-Wide Chain Link)	EACH	1	\$100.00	\$100.00	\$120.00	\$120.00	-20%	\$438.00	\$438.00	-338%
20301-2400	Removal of Sign	EACH	4	\$100.00	\$400.00	\$75.00	\$300.00	25%	\$176.00	\$704.00	-76%
20301-3110	Removal of Utility Poles (Including Hardware and Utility Lines)	EACH	4	\$5,000.00	\$20,000.00	\$750.00	\$3,000.00	85%	\$2,870.00	\$11,480.00	43%
20302-0900	Removal of Fence, Chain link	LNFT	127	\$15.00	\$1,905.00	\$15.00	\$1,905.00		\$20.10	\$2,592.70	-34%
20302-1200	Removal, Guardrail	LNFT	301	\$5.00	\$1,505.00	\$20.00	\$6,020.00	-300%	\$7.80	\$2,347.80	-56%
20302-2300	Removal of Waterline	LNFT	940	\$5.00	\$4,700.00	\$23.00	\$21,620.00	-380%	\$7.10	\$6,674.00	-42%
20303-1600	Removal of Pavement, Asphalt	SOYD	875	\$3.00	\$2,625.00	\$25.00	\$21,875.00	-733%	\$7.00	\$6,125.00	-133%
20304-2100	Removal of Bridge, Complete	LPSM	ALL	\$140,000.00	\$140,000.00	\$150,000.00	\$150,000.00	-7%	\$182,700.00	\$182,700.00	-31%
20302-2700	Removal of 2-Inch Aluminum Conduit, Including Cabling	LNFT	252	\$11.00	\$2,772.00	\$18.00	\$4,536.00	-64%	\$3.90	\$982.80	65%
20303-2710	Removal of 4-Inch Aluminum Conduit, Including Cabling	LNFT	504	\$14.00	\$7,056.00	\$21.00	\$10,584.00	-50%	\$10.50	\$5,292.00	25%
20303-3510	Removal of Stone Masonry (Grouted Rip-Rap)	SOYD	208	\$30.00	\$6,240.00	\$50.00	\$10,400.00	-67%	\$26.00	\$5,408.00	13%
20304-7100	Removal of Concrete Service Pedestal, Complete	LPSM	ALL	\$500.00	\$500.00	\$2,500.00	\$2,500.00	-400%	\$318.00	\$318.00	26%
20315-0000	Sawcutting Pavement	LNFT	87	\$4.00	\$348.00	\$8.00	\$696.00	-100%	\$28.00	\$2,436.00	-600%
20401-0000	Roadway Excavation	CUYD	5,625	\$25.00	\$140,625.00	\$25.00	\$140,625.00		\$16.50	\$92,812.50	34%
20420-0000	Embankment Construction	CUYD	50	\$25.00	\$1,250.00	\$180.00	\$9,000.00	-620%	\$48.50	\$2,425.00	-84%
25110-2000	Grouted Riprap, Class 2	CUYD	70	\$200.00	\$14,000.00	\$185.50	\$12,985.00	7%	\$241.00	\$16,870.00	-21%
25110-2000	Grouted Riprap, Class 4	CUYD	401	\$300.00	\$120,300.00	\$195.00	\$78,195.00	35%	\$215.00	\$86,215.00	28%
30102-0300	Aggregate Base, Grading C, 8-Inch Depth	SOYD	658	\$15.00	\$9,870.00	\$17.00	\$11,186.00	-13%	\$14.00	\$9,212.00	7%
30102-0500	Aggregate Base, Grading C, 12-Inch Depth	SOYD	400	\$18.00	\$7,200.00	\$22.00	\$8,800.00	-22%	\$21.50	\$8,600.00	-19%
40201-1010	Hot Mix Asphalt (HMA) Concrete Pavement, Friction Course, 1-Inch	TON	60	\$630.00	\$37,800.00	\$650.00	\$39,000.00	-3%	\$507.00	\$30,420.00	20%
40201-0410	Hot Mix Asphalt (HMA) Concrete Pavement, Basecourse, 3-Inch	TON	82	\$300.00	\$24,600.00	\$650.00	\$53,300.00	-117%	\$464.00	\$38,048.00	-55%
41202-0000	Tack Coat	GAL	222	\$2.50	\$555.00	\$25.00	\$5,550.00	-900%	\$9.80	\$2,175.60	-262%
55101-0610	Precast Prestressed Concrete Piles, 14-Inch Solid Octagonal	LNFT	780	\$160.00	\$124,800.00	\$387.50	\$302,250.00	-142%	\$379.35	\$295,893.00	-137%
55101-0620	Precast Prestressed Concrete Piles, 14-Inch Solid Octagonal **Piles within 20 feet of existing GWA sewer lines**	LNFT	780	\$190.00	\$148,200.00	\$387.50	\$302,250.00	-104%	\$379.35	\$295,893.00	-100%
55104-1000	Dynamic Pile Load Test	EACH	8	\$6,340.00	\$50,720.00	\$10,860.00	\$86,880.00	-71%	\$9,280.00	\$72,640.00	-43%
55116-0000	Splices	EACH	12	\$1,060.00	\$12,720.00	\$700.00	\$8,400.00	34%	\$2,250.00	\$27,000.00	-112%
55201-0115	Structural Concrete, Class A (Pile Cap / Abutment Wall / Retaining Wall)	CUYD	250	\$900.00	\$225,000.00	\$631.00	\$157,750.00	30%	\$1,410.00	\$352,500.00	-57%
55201-0125	Structural Concrete, Class A (Approach Slab)	CUYD	210	\$580.00	\$121,800.00	\$628.00	\$131,880.00	-8%	\$776.00	\$162,960.00	-34%
55201-0135	Structural Concrete, Class A (Pole Foundation)	CUYD	17	\$580.00	\$9,860.00	\$628.00	\$10,676.00	-8%	\$818.00	\$13,906.00	-41%
55201-0145	Structural Concrete, Class A (Service Pedestal)	CUYD	2	\$900.00	\$1,800.00	\$628.00	\$1,256.00	30%	\$1,810.00	\$3,620.00	-101%
6302-3410	Precast, Prestress Bridge Box Beam (Type B27-48)	LNFT	1,150	\$420.00	\$483,000.00	\$380.00	\$437,000.00	10%	\$650.00	\$747,500.00	-95%
6505-0110	Miscellaneous Steel (Utility Raceway Aluminum Fram in-place)	EACH	23	\$320.00	\$7,360.00	\$88.00	\$2,024.00	73%	\$1,420.00	\$32,660.00	-344%
6501-0800	Bridge Railing, Concrete, New Jersey Safety Shape	LNFT	230	\$130.00	\$29,900.00	\$45.00	\$10,350.00	65%	\$225.00	\$51,750.00	-73%
65202-0100	Temporary Support Structure (Bridge Erection System)	LPSM	ALL	\$52,840.00	\$52,840.00	\$530,000.00	\$530,000.00	-903%	\$254,658.00	\$254,658.00	-382%
65302-1000	Painting, Concrete Structure	SOFT	2,190	\$3.00	\$6,570.00	\$2.00	\$4,380.00	33%	\$0.87	\$1,905.30	71%
66401-0000	Bearing Devices	EACH	40	\$790.00	\$31,600.00	\$125.00	\$5,000.00	84%	\$1,590.00	\$63,600.00	-101%
60201-0600	18-Inch Pipe Culvert	LNFT	27	\$120.00	\$3,240.00	\$61.00	\$1,647.00	46%	\$80.50	\$2,173.50	33%
60210-0600	End Section for 18-Inch Pipe Culvert	EACH	2	\$1,000.00	\$2,000.00	\$560.00	\$1,100.00	45%	\$2,670.00	\$5,340.00	-167%
60405-0000	Manhole Adjustment	EACH	6	\$850.00	\$5,100.00	\$600.00	\$3,600.00	29%	\$2,120.00	\$12,720.00	-149%
60417-0000	Cleanout, Sewer, 4-Inch	EACH	1	\$1,000.00	\$1,000.00	\$290.00	\$290.00	71%	\$95.40	\$95.40	90%
60901-1700	Curb, Concrete 18-Inch Depth	LNFT	128	\$25.00	\$3,200.00	\$25.00	\$3,200.00		\$40.50	\$5,184.00	-42%
61102-0450	3/4-Inch Waterline, Polyvinyl Chloride (PVC) (Including Fittings)	LNFT	28	\$40.00	\$1,120.00	\$16.00	\$448.00	60%	\$86.40	\$2,419.20	-116%
61102-0600	1-Inch Waterline, Copper (Including Fittings)	LNFT	146	\$50.00	\$7,300.00	\$50.00	\$7,300.00		\$49.80	\$7,270.80	0%
61102-3250	8-Inch Waterline, Ductile Iron (Including Fittings)	LNFT	607	\$200.00	\$121,400.00	\$80.00	\$48,560.00	60%	\$130.00	\$78,910.00	35%
61104-0200	Valve, Air Release	EACH	4	\$3,500.00	\$14,000.00	\$845.00	\$3,380.00	76%	\$623.00	\$2,492.00	82%
61106-0000	Fire Hydrant	EACH	1	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00	10%	\$8,290.00	\$8,290.00	-86%
61107-0000	Water Meter	EACH	3	\$1,000.00	\$3,000.00	\$695.00	\$2,085.00	31%	\$327.00	\$1,581.00	47%
61108-4000	Adjust Valve Box	EACH	1	\$450.00	\$450.00	\$600.00	\$600.00	-11%	\$317.00	\$317.00	30%
61701-5010	Guardrail - Type W	LNFT	88	\$60.00	\$5,280.00	\$65.00	\$5,720.00	-30%	\$45.70	\$4,021.60	6%
61701-5020	Guardrail - Type T	LNFT	166	\$475.00	\$78,850.00	\$76.00	\$12,616.00	84%	\$111.00	\$18,426.00	77%
61702-0010	Guardrail Anchorage Approach End	EACH	4	\$5,500.00	\$22,000.00	\$4,300.00	\$17,200.00	22%	\$4,900.00	\$19,600.00	11%
61702-0020	Guardrail Anchorage Trailing End	EACH	4	\$2,500.00	\$10,000.00	\$1,520.00	\$6,080.00	39%	\$1,960.00	\$7,840.00	22%
62502-0000	Turf Establishment	SOYD	1,000	\$3.50	\$3,500.00	\$60.00	\$60,000.00	-1614%	\$24.40	\$24,400.00	-597%
62701-0100	Sod, Strip, Reinforced Bioswale	SOYD	356	\$25.00	\$8,900.00	\$350.00	\$124,600.00	-1300%	\$331.00	\$117,836.00	-1224%
63401-1501	Pavement Marking, Type H, 4-Inch Wide, Solid Line, White	LNFT	800	\$1.20	\$960.00	\$4.50	\$3,600.00	-275%	\$1.55	\$1,240.00	-29%
63401-1503	Pavement Marking, Type H, 4-Inch Wide, Solid Line, Yellow	LNFT	800	\$1.20	\$960.00	\$4.50	\$3,600.00	-275%	\$1.55	\$1,240.00	-29%
63406-0201	Raised Pavement Marker, Reflectized 2-Ways, Type "YY"	EACH	52	\$3.00	\$156.00	\$60.00	\$3,120.00	-1600%	\$5.55	\$288.60	-85%
63406-0203	Raised Pavement Marker, Reflectized 2-Ways, Type "BB"	EACH	1	\$3.00	\$3.00	\$60.00	\$60.00	-1800%	\$5.55	\$5.55	-85%
63501-0000	Temporary Traffic Control	LPSM	ALL	\$75,000.00	\$75,000.00	\$50,000.00	\$50,000.00	33%	\$84,500.00	\$84,500.00	-13%
63501-1000	Temporary Traffic Control, Traffic and Safety Supervisor	LPSM	ALL	\$75,000.00	\$75,000.00	\$50,000.00	\$50,000.00	33%	\$22,000.00	\$22,000.00	71%
63601-0900	System Installation, Electrical Utility Company Compensation	LPSM	ALL	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	33%	\$3,270.00	\$3,270.00	78%
63601-3020	System Installation, Electrical (Service Entrance)	LPSM	ALL	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	75%	\$28,300.00	\$28,300.00	-42%
63610-1610	Conduit, 2-Inch, PVC (Including Fittings)	LNFT	240	\$40.00	\$9,600.00	\$7.00	\$1,680.00	83%	\$5.25	\$1,260.00	87%
63610-1710	Conduit, 2-Inch, Aluminum (Including Fittings)	LNFT	140	\$80.00	\$11,200.00	\$9.00	\$1,260.00	89%	\$13.10	\$1,834.00	84%
63610-2810	Conduit, 4-Inch, PVC (Including Fittings)	LNFT	520	\$50.00	\$26,000.00	\$10.00	\$5,200.00	60%	\$10.50	\$5,460.00	79%
63610-2910	Conduit, 4-Inch, Aluminum (Including Fittings)	LNFT	280	\$90.00	\$25,200.00	\$13.00	\$3,640.00	86%	\$52.30	\$14,644.00	42%
63620-0910	Utility Pole, Hardware and Overhead Lines	EACH	6	\$15,500.00	\$93,000.00	\$1,500.00	\$9,000.00	90%	\$34,600.00	\$207,600.00	-123%
63621-1100	Utility Box, Handhole (2'x4')	EACH	9	\$2,500.00	\$22,500.00	\$1,920.00	\$17,280.00	23%	\$4,810.00	\$43,290.00	-92%
63622-0000	Utility Trench	LNFT	400	\$100.00	\$40,000.00	\$75.00	\$30,000.00	25%	\$19.90	\$7,960.00	80%
63640-0600	Relocate Communication Lines	LPSM	ALL	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00	63%	\$116,000.00	\$116,000.00	-190%
63641-0100	Relocate Luminaire (Including Cables & Accessories, Complete)	EACH	2	\$1,250.00	\$2,500.						

Notice to IMCO General  
Construction of Notice of  
Award to Korando Corporation  
dated March 11, 2014

u



*The Honorable*  
**Eddie Baza Calvo**  
*Governor*

*The Honorable*  
**Ray Tenorio**  
*Lieutenant Governor*



**public works**  
 DIPATTAMENTON CHE'CHO' PUPBLEKO  
**CARL V. DOMINGUEZ**

*Director*  
**JESSIE B. PALICAN**  
*Deputy Director*

March 11, 2014

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

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

Gentlemen:

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

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

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

Sincerely,

**CARL V. DOMINGUEZ**

Enclosure

*\*Sign for Highway Dept\**

ACKNOWLEDGMENT RECEIPT:	
NAME:	JONATHAN FRA... <i>(Handwritten)</i>
DEPT./COMPANY:	IMCO GENL CONST. <i>(Handwritten)</i>
DATE:	3/11/14
TIME:	2:06
SIGNATURE:	<i>(Handwritten Signature)</i>

*thanks!*

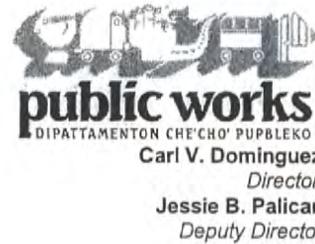
*(Handwritten initials)*  
 SFB / JRB: pm3  
 03/11/14

Notice to Korando Corporation  
of Notice of Intent to Award  
dated March 11, 2014



The Honorable  
Eddie Baza Calvo  
Governor

The Honorable  
Ray Tenorio  
Lieutenant Governor



March 11, 2014

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

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

Dear Mr. Kim:

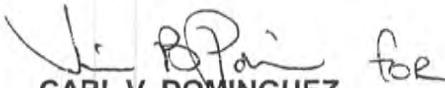
This is to inform you that the Government accepts your bid in the amount of **\$3,665,559.00** for referenced project as the lowest responsible and responsive bid. Pursuant to the provisions of the bid documents, please submit the following within twenty one (21) days in order to process the contract:

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

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

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

Sincerely,

  
CARL V. DOMINGUEZ for

Enclosures

  
SFB/JRB:pcmb

\*SFB, Sign Bpw - Highways Copy\*

ACKNOWLEDGMENT RECEIPT	
NAME:	Ucf CHRISTOPHER
DEPT./COMPANY:	
DATE:	3/18
TIME:	9AM
SIGNATURE:	

Thanks!