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 OFFICE OF PUBLIC ACCOUNTABILITY
 PROCUREMENT APPEALS

DATE: Dec. 15, 2017
 TIME: 3:15 AM PM BY: Chr
 FILE NO OPA-PA: 17-009

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

IN THE APPEAL OF:)
)
CORE TECH INTERNATIONAL)
CORP.,)
)
)
 Appellant.)
)
 and)
)
GUAM DEPARTMENT OF PUBLIC)
WORKS,)
)
 Purchasing Agency.)

DOCKET NO.: **OPA-PA-17-009**

**DEPARTMENT OF
 PUBLIC WORKS
 HEARING BRIEF**

I. INTRODUCTION

The Department of Public Works (“DPW”) published on June 7, 2017 an Invitation to Bid on the “Lease Financing for Design, Renovation, Rehabilitation, Construction and Maintenance of Simon Sanchez High School, Project No. 730-5-1057-L-YIG” (“IFB”) as authorized by *I Ma Kahat Act of 2013* (“Act”), 5 G.C.A. §§ 58D101-58D113. DPW issued Addendum No. 6 on August 24, 2017 providing responses to Requests for Information (“RFI”) from prospective bidders.

COPY

Core Tech International Corp. (“Core Tech”) asked in their RFI to confirm whether “record of default” “includes defaults alleged by the government that are disputed by the Contractor and for which there has not been a final adjudication through Guam courts, including all appeals” in Section 9.i on page 11 of the IFB. *See, Core Tech RFI No. 32.a. July 20, 2017, Exhibit A.* The response provided in Addendum No. 6 as RFI #32 was the “[r]ecord of Default includes but is not limited to written Determinations made by DPW or the Procurement Officer. Nonpayment of obligations means payments by Contractor to vendors and subcontractors. All disputes must be disclosed with a statement on the final or pending status.”

Core Tech filed a written protest on September 7, 2017, asserting two (2) claims. Core Tech’s first claim was that the IFB failed to include all applicable contractual terms and conditions as required by Guam’s Procurement Law.¹ The second claim was that it would be improper for DPW to consider a notice of default/termination as a “Record of Default” in the determination of responsibility. Core Tech appealed on October 16, 2017 DPW’s decision to deny the second claim.

II. ISSUES

- 1. Whether a Notice of Default/Termination as it relates to bidder’s performance should be considered in determining whether a bidder is responsible**
- 2. Whether DPW intentionally retaliated against Core Tech in issuing its August 23, 2017 Notice of Default/Termination**

III. DISCUSSION

Core Tech’s Appeal was not Timely Filed with the OPA. Core Tech had been on notice that the IFB required bidders to submit a record of past performance of government contracts including record of default and nonpayment of obligations since publication of the IFB. Core Tech is, or should be, aware of DPW Capital Improvements Division (“CIP”) standard procurement documents as it

¹ Although the first claim is not on appeal, DPW agrees to include applicable contractual terms and conditions in the IFB.

correctly noted in its notice of appeal that it filed earlier protests. Therefore, Core Tech was required to file its appeal no later than July 24, 2017, or within fourteen days of issuance of the IFB.

1. Notice of Default or Termination as it Relates to Bidder’s Performance Should be Considered in Determining Whether a Bidder is Responsible

I Ma Kahat Act of 2013 requires the selection committee, comprised of Department of Education, Department of Public Works, Department of Land Management, Guam Environmental Protection Agency and Guam Economic Development Authority directors, to determine whether a bidder is responsible. *5 G.C.A. § 58D105(a)(2)*. A responsible bidder, as defined in the Act, means a person or entity who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability that will assure good faith performance. *5 G.C.A. § 58D103(k)*.

Guam’s procurement regulations set forth factors to be considered in determining whether the standard of responsibility has been met. These factors include whether a prospective contractor has (i) available the appropriate financial, material, equipment, facility, and personal resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements; ***(ii) a satisfactory record of performance;*** (iii) a satisfactory record of integrity; (iv) qualified legally to contract with the territory; and ***(v) supplied all necessary information in connection with the inquiry concerning responsibility.*** 2 GAR Div. 4 § 3116(2)(A)(i)-(v). (emphasis added).

A notice of default/termination can be necessary information in connection with a bidder’s record of performance. Whether there is an ongoing dispute or there has been a final administrative or judicial adjudication decision on the notice would go toward the weight of consideration of the notice.

Core Tech was issued a Notice of Termination/Default of Contract in the Route1/Route 8 Intersection Improvements and Agana Bridges Replacement Project No. GU-DAR-T01(001) (“Route 1/8 Project”). Core Tech appealed DPW’s decision to terminate the contract with the OPA.

In this appeal, Core Tech argues that the Notice of Termination/Default should not be included in the “Record of Default” as there has not been a final administrative or judicial adjudication. DPW may agree that Notice of Termination/Default is not a final Record of Default, but the circumstances which resulted in the termination is necessary information in connection with Core Tech’s record of performance, integrity, and capability to meet all contractual requirements.

Core Tech by its own admission showed that the work performed on the Route 1/8 Project was 58% non-compliant with federal American with Disabilities Act (“ADA”) requirements. *See, Core Tech Sidewalk Survey October 9, 2014, Exhibit B.* DPW understands Core Tech’s argument to be that it doesn’t need to correct this admittedly non-compliant work as DPW already accepted the sidewalks. DPW disagrees with this argument. Nonetheless, a contractor’s failure or refusal to correct non-compliant ADA work on a project and the contractor’s defense or explanation is pertinent to its responsibility on an IFB for the construction of a public high school. According to procurement regulations, DPW can request all necessary information in connection with performance. This information is necessary in connection with performance and useful to the selection committee, as required in 5 G.C.A. § 58D105(a)(2), in determining whether Core Tech is a responsible bidder to construct SSHS as it reflects Core Tech’s record of performance, integrity and capability to fully perform the contract requirements.

2. DPW’s August 27, 2017 Termination of Core Tech was Made in Good Faith.

Core Tech falsely asserts that the notice of default/termination of the Route 1/8 Project contract was in retaliation for its protests in the Simon Sanchez High School Project No. 730-5-1057-1-YIG (“SSHS Project”). Core Tech is not able to produce documents in support of its false allegation. Core Tech is speculating retaliation due to the timing between the issuance of the notice and the addendum.

DPW filed in this case a declaration from Joaquin Blaz. Mr. Blaz is the Acting Highways Administrator of DPW. In his declaration, Mr. Blaz stated the Route 1/8 project with Core Tech is with the U.S. Department of Transportation through the Federal Highway Administration and its management is independent of that responsible for the SSHS Project. He also stated he was unaware of any animosity between DPW and Core Tech and that numerous time extensions granted to Core Tech on the Route 1/8 Project contradict any such belief.

Declarations filed in Core Tech's termination appeal of retired DPW Deputy Director Felix Benavente and John Moretto, Parsons Transportation Group, are consistent with Mr. Blaz's declaration and document that DPW's termination was related to the one-year anniversary of substantial completion (i.e., August 25, 2016). The declarations also document that DPW's decision was made in good faith and is unrelated to the SSHS Project. *See, Declarations, Exhibits C and D.*

IV. CONCLUSION

Core Tech's appeal should be denied and the selection committee through DPW as the authorized procuring agency should be permitted to request all necessary information in connection with Core Tech's record of performance as provided in 2 GAR Div. 4 § 3116 including default due to performance or nonperformance.

Dated this 15th day of December, 2017.

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

By:



THOMAS KEELER
Assistant Attorney General

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

Docket No. OPA-PA-17-009

EXHIBIT A



CORE TECH INTERNATIONAL CORPORATION

General Contractor
188 South Marine Corps Drive, Suite 400 Tamuning, Guam 96913 Phone (671) 473 5000 Fax (671)473-5500

RECEIVED
JUL 20 2017
3:41

REQUEST FOR INFORMATION

No: 3

Date: July 20, 2017

Project: Lease Financing for Design, Renovation, Rehabilitation, Construction and Maintenance of Simon Sanchez High School; Project No: 730-5-1057-L-YIG

Attachments: None

To: Department of Public Works

From: Genjo S. Dayag

Attn: John F. Calanayan

Re: Questions

Date Action Required: July 27, 2017

Total No of Pages incl. this page: 7

17. Please define and explain the roles and responsibilities of the following:
 - a. Contractor
 - b. Contracting Officer
 - c. Owner
 - d. Proposer
 - e. Financial Proposer
 - f. Offeror
 - g. Bidder
18. Please define "minority business enterprise" on p. 5 of the ITB.
19. Item 9 competency of Bidders on p. 9 of the ITB: Please specify the documents that will be submitted as evidence of "sufficient experience." The ITB states "[t]he Contractor must submit for review the following "statements" together with their bids. Please identify the specific documents required for Items (d) through (i).
20. Item 2 on p. 25 of the ITB refers to "The proposal for the solicitation "identified above".... This section needs to be amended as there is no proposal identified.
21. The form of the performance and payment bonds are not attached (see, pp. 36 and 43).
22. Section 5 & 7 of the ITB on p. 40 assumes the Government will provide drawings. As this is a design build project, the contractor's designer will be producing drawings. Please clarify.
23. As there are no labor unions on Guam for the construction industry, please amend Section 7(c) on p. 46 of the ITB.
24. Please specify coverage, deductible and period of coverage required for "owner's protective liability insurance" in Section 11(d) on p. 49 of the ITB.
25. Please specify the coverage that will be "acceptable" to the Owner under Section 11(e) Fire insurance requirement on p. 49 of the ITB.

26. Please confirm the Schedule of Values in Section VIII.5. at p. 68 of the ITB will not be required as this is a design build contract with financing and leaseback arrangement.
27. Please confirm if a Guam Contractor's License is a type of Guam Service License referred to in Section VIII.6 at p. 68 of the ITB?
28. Please define "Resident Commissioner" in Section IV.1 on p. 73 of the ITB.
29. Please confirm Subsection "B" was intentionally omitted on p. 83 of the ITB.
30. Please confirm if the Government intends to exclude a CCTV system and wireless internet and server system from the Collateral Equipment Requirements?
31. Please define "PS&E" in Section VI.A.2 on p. 136 – A.2?
32. The Instructions to Bidders, Section 9.i at p. 11 of the ITB requires the Contractor to submit "Record of past performance of government contracts including record of default and nonpayment of obligations."
 - a. Please confirm whether "record of default" includes defaults alleged by the government that are disputed by the Contractor and for which there has not been a final adjudication through Guam courts, including all appeals.
 - b. Please confirm whether "nonpayment of obligations" refers to payments by Government to Contractor or Contractor to vendors and subcontractors?
33. Please confirm whether under the Instructions to Bidders, Section 9(k) at p. 11, the "Financial Resources" bidders are to submit financials statements, i.e., Balance Sheet and Income Statement, and whether the financial statements should be audited.
34. Please confirm whether the Government is seeking a surety company to certify that bidder has the bonding capacity under Instructions to Bidders, Section 9(k)(5) at p. 11 of the ITB, instead of a Certified Public Accountant.
35. Referring to bullet point No. 3 on p. 14 of the ITB, please define and give examples what types of "undesirable, inconsequential, or inconsistent provisions of this ITB" if waived, will not have significant impact on any proposal.
36. With respect to the Bid Price Form on p. 16 of the ITB, reference is made in the first paragraph regarding the project, and that work shall be performed "in accordance with the drawings, specifications and other contract documents prepared by the Department of Public Works..." Please confirm that DPW will not be preparing drawings or design specifications as this is a design-build project.
37. Title 5 GCA § 58D103(l), as amended by Public Law 34-19 §2, defines "responsive offer" as follows:

Responsive offer shall mean an offer that conforms, at bid opening, in all material respects to the solicitation. A responsive offer is an offer that unconditionally undertakes to provide the education facility the government intends to acquire as specified in the solicitation, and only on contract terms and conditions as are materially consistent with those specified in the solicitation, and that includes a complete breakdown of the project cost to include, at a minimum: (1) hard construction costs; (2) soft costs including management, development, and other related project fees; and (3) the annual lease payment schedule identifying any financing, insurance, and maintenance costs and terms.

Nowhere in the Bid Form at pp. 16-18 does it include a breakdown of soft construction cost covering managing, development, insurance and other related project fees, and the annual lease payment schedule identifying any financing and insurance cost and terms. Please confirm if the Bid Form will be amended to comply with § 58D103(l).

38. Regarding the Item 4, Capital Maintenance and Janitorial Cost of the Base Bid No. 1 at p. 18 of the ITB, should the amount be an annual amount or 30year lump sum?
39. Regarding Item 4, Capital Maintenance, please provide the scope of work and supplies required for the capital maintenance.
40. Insurance cost is not included in the breakdown in Base Bid No. 1 at p. 18 of the ITB. Please provide insurance requirements such as deductible, type of perils coverage required i.e., typhoon, earthquake, vandalism, etc.
41. Regarding the issue of the lowest annual lease back rate:
 - a. Will the Government require an annual lease payment schedule as mandated by 5 GCA §58D103(l)?
 - b. Is the Lease Back Rate for a fixed thirty (30) year term referenced in p. 18 of the ITB the annual lease payment amount *or* is it an interest rate?

To illustrate, the annual lease payment amount versus interest rate does not provide the same result.

Description	Lowest	Bidder A	Bidder B	Bidder C
Bid Amount	Bidder A	\$70,000,000.00	\$75,000,000.00	\$80,000,000.00
Interest Rate	Bidder C	4.00%	3.25%	3.00%
Annual Payment	Bidder B	\$4,010,288.48	\$3,916,856.87	\$4,047,398.72
30 Years	Bidder B	\$120,308,654.46	\$117,505,706.15	\$121,421,961.71

- c. Is the intent of the Government to get the lowest cost for the entire 30 lease period, which shall include the cost of the bond financing over 30 years (not the annual payment), insurance cost over the 30 year period from annual budget, and maintenance cost for 30 years appropriated from annual budget?
 - d. Is the intent of the Government to solicit the insurance outside of this bid?
42. Section VIII.14 (Payments to Contractor) at p. 72 of the ITB states that the "Owner" (the Government") will make partial payment, final payment and the like to Contractor. How will this operate with respect to the fixed leaseback payments?
43. How will "Owner" (the Government) handle change orders, equitable adjustments, liquidated damages, termination for convenience and the like given the fixed leaseback payments?
44. As the ITB is unclear, can the Government provide a flow chart showing flow of funds, both financed funds and leaseback rents?
45. With respect to the selection committee which determines whether a proposer is responsible, Items 3 (Competency of Bidders) & 4 (Financial Requirements) provided in the table on p. 14 do not explicitly state the standards that need to be met in Section 9 and the General Statement of works (Financing Scope of Works) on p. 10 & 11 of the ITB. Will the Government provide the selection committee with a clear list of the specific standards of responsibility and non-responsiveness for Items 3 and 4 in this table?

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

Docket No. OPA-PA-17-009

EXHIBIT B



CORE TECH INTERNATIONAL CORPORATION

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

Letter of Transmittal

TO: PARSON

Parson Transportation Group Inc.

590 South Marine Corps Drive, ITC Bldg. Suite 403

DATE	9-Oct-14	REF:	253
ATTENTION:	David Yao		
THRU:			
RE:	Route 8, Route 1 Intersection Improvements and Agaña Bridges Replacement Project No. GU-DAR-TI01(001)		

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

- | | | | |
|--|---------------------------------------|---|---|
| <input type="checkbox"/> Shop drawings | <input type="checkbox"/> Calculations | <input type="checkbox"/> Addendum | <input type="checkbox"/> Erection drawings |
| <input type="checkbox"/> Letter | <input type="checkbox"/> Change Order | <input type="checkbox"/> Specifications | <input type="checkbox"/> Product Literature |
| <input checked="" type="checkbox"/> Data as listed | <input type="checkbox"/> Plans | <input type="checkbox"/> Samples | <input type="checkbox"/> |

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

TRANSMITTED AS CHECKED BELOW:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> FOR YOUR RECORD | <input type="checkbox"/> APPROVED AS NOTED | <input type="checkbox"/> FOR BIDS DUE |
| <input type="checkbox"/> FOR YOUR USE | <input type="checkbox"/> RESUBMIT | <input type="checkbox"/> COPIES FOR DISTRIBUTION |
| <input type="checkbox"/> AS REQUESTED | <input type="checkbox"/> RETURN _____ COPY STAMPED RECEIVED | |

REMARKS:

COPY TO

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

SENT BY: PR: [Signature] 10/09/14
Sign Name Here

RECEIVED BY: OCT 09 2014 [Signature]
Sign Name Here

Roberto O. Lee
PRINT NAME / TITLE

PRINT NAME / TITLE

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

RTE 1 NB Side

8ft width SW slopes

Sidewalk Slope Survey (%)

		Match Line A
		1.6 1.7 1.5
		1.2 0.8 1.6
		-- 1.7 1.4
		-- 0.3 1.6
		2.3 0.9 1.7
		1.7 1.3 1.6
		-- -- 1.4
		1.0 1.4 1.6
		1.8 1.7 1.9
		2.0 2.0 1.9
		1.3 1.4 1.5
		1.5 1.6 1.4
		1.3 1.7 1.3
		0.6 1.3 1.3
		1.0 1.6 1.5
		1.0 1.0 1.3
		0.6 0.9 1.0
		0.6 1.4 1.0
		0.8 1.6 1.3
		1.8 1.0 1.4
		2.0 2.1 2.0
		-- -- 1.9
		2.0 0.8 1.9
		-- -- 1.8
		2.0 0.8 1.8
		2.0 1.8 1.7
		1.6 1.8 1.7
		1.3 2.1 1.6
		1.3 2.1 2.1
		1.4 2.2 2.0
230+00		1.8 1.8 1.7
		1.7 1.5 1.7
		1.6 1.5 1.7
		1.2 1.8 2.0
		2.3 0.5 1.2
		2.4 1.1 2.2
		2.5 1.1 2.5
		2.2 1.6 2.0
		1.4 1.1 1.8
		1.4 2.2 1.9
		1.8 2.0 1.9
		2.0 2.2 2.2
		1.8 3.1 3.1
		1.7 2.2 2.2
		2.0 2.5 2.4
229+40		1.8 1.5
		2.7 2.0
		1.1 0.8
		START

		Match Line B
		Driveway -232+58
		1.7 1.7 1.8
		1.7 1.9 1.8
		2.8 2.3 2.4
		2.4 2.9 2.7
		2.7 2.4 1.9
		2.8 2.6 1.2
		2.5 2.4 1.4
		2.7 2.5 1.8
		2.8 2.5 1.9
232+00		1.9 2.2 2.1
		2.2 2.5 2.2
		2.2 2.7 2.2
		2.4 3.4 2.4
		1.9 1.5 1.9
		2.2 2.1 2.0
		2.2 2.2 2.0
		1.9 2.2 2.0
		2.4 1.9 2.1
		2.3 2.5 2.5
		2.2 2.1 2.1
		2.5 2.2 2.4
		2.7 2.5 2.3
		2.7 2.3 2.2
		2.6 2.3 2.3
		2.4 2.0 1.8
		2.4 1.2 2.2
		2.3 1.2 1.8
		2.3 1.6 1.2
		2.0 2.2 1.8
		2.4 1.3 1.9
		1.5 2.0 1.9
		2.1 1.9 1.9
		2.0 1.6 1.5
		1.6 1.6 1.8
		1.7 1.7 1.9
		1.9 0.6 1.8
		Driveway -231+13
231+00		

- Provide details how CTI made/obtained slope measurements.
- Provide methodology how CTI plans to correct the slope issue. Methodology must detail how corrective work will tie into acceptable panels if left in place.

Job: GU-DAR-TI01(001)
 Submittal No.:
 By: [Signature]
 Date: 11/12/14

A. No Exceptions Taken
 B. Exceptions as Noted
 C. Revised / Resubmitted
 D. Rejected / Rejected
 E. No Action Required
 F. Not Subject to Review

ACTION TAKEN HEREON DOES NOT SUPERSEDE REQUIREMENTS OF APPLICABLE DESIGN DRAWINGS, SPECIFICATIONS, ORDERS, CODES OR REGULATIONS OR RELIEVE THE CONTRACTOR OR SUPPLIER FROM RESPONSIBILITY FOR ERRORS OR OMISSIONS.

GUAM DPW
 AIA
 CHIEF ENGINEER
 DATE: _____

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

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

RTE 1 NB Side

Sidewalk Slope Survey (%)

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

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

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

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

RTE 1 NB Side

Sidewalk Slope Survey (%)

ROUTE 1		2.6	2.3	2.4	Match Line E
		2.7	2.3	2.2	
		2.6	2.1	2.3	
		2.3	2.4	2.4	
		2.4	2.5	2.4	
		2.6	2.4	2.6	
		2.7	2.6	2.7	
		2.7	2.7	2.8	
		2.7	2.5	2.7	
	237+00	2.3	2.3	2.3	
		2.2	1.8	2.2	
		1.9	2.0	1.8	
		1.8	1.5	1.7	
		1.7	1.6	1.8	
		1.8	1.2	1.7	
	2.0	1.4	2.0		
	1.9	1.3	1.8		
	1.8	1.9	2.0		
	1.9	2.0	2.0		
	2.1	1.8	2.2		
	2.0	2.0	2.0		
	1.8	2.0	2.0		
	1.8	2.0	2.2		
	1.8	1.7	2.2		
	2.0	1.5	1.9		
	1.9	2.0	2.0		
	2.1	1.0	1.3		
	1.7	1.3	1.9		
	1.7	1.6	1.7		
	2.0	1.8	2.0		
	2.2	1.9	2.3		
	2.8	2.2	2.6		
	2.0	2.4	2.4		
	2.2	2.4	2.4		
	2.2	2.9	2.7		
	2.3	2.5	2.5		
	2.8	3.0	2.7		
	2.4	2.6	2.4		
	2.6	2.9	2.8		
236+00	--	2.7	3.0		
	2.9	3.2	3.0		
	2.7	2.9	2.7		
	2.5	2.7	2.7		
	2.2	2.2	2.4		
	2.4	2.3	2.7		
	1.9	2.0	2.1		
	1.6	1.3	1.7		
	1.7	1.4	1.6	Match Line D	

ROUTE 1	RTE 8 EB Sidewalk		END
	RTE 8 EB Sidewalk		
	RTE 8 EB Sidewalk		
	RTE 8 EB Sidewalk		
	RTE 8 EB Sidewalk		
	RTE 8 EB Sidewalk		
	RTE 8 EB Sidewalk		
	RTE 8 EB Sidewalk		
	RTE 8 EB Sidewalk		
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	RTE 8 EB Sidewalk		
	RTE 8 EB Sidewalk		
	RTE 8 EB Sidewalk		
	RTE 8 EB Sidewalk		
	RTE 8 EB Sidewalk		
	RTE 8 EB Sidewalk		
	RTE 8 EB Sidewalk		
	RTE 8 EB Sidewalk		
	RTE 8 EB Sidewalk		
		1.9	2.5
	3.0	3.2	3.0
	3.5	3.9	3.5
	3.4	3.1	3.5
	3.3	2.8	3.3
	3.3	2.5	2.8
	2.8	1.9	2.4
	2.7	2.7	2.7
	2.7	2.5	2.4
			Match Line E

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

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

RTE 1 SB Side

8ft width SW slopes

Sidewalk Slope Survey (%)

Match Line A	1.9	1.6	1.9
	1.6	1.2	2.0
	2.2	1.6	1.8
	2.5	1.6	1.8
	1.6	1.4	1.5
	2.2	2.4	1.7
	1.9	2.1	1.8
	1.5	2.1	1.2
	2.0	2.5	2.2
	1.9	2.2	1.6
	1.8	2.5	1.6
	1.3	2.1	1.6
	1.2	1.8	1.8
	--	--	--
	1.2	1.9	2.0
	1.1	1.2	1.7
	1.7	2.4	1.9
	2.0	2.8	1.7
	2.1	2.8	1.8
	1.8	1.7	1.4
	1.1	1.9	1.2
	2.2	1.7	1.6
	1.1	1.6	1.20+00
	1.7	2.2	1.4
	1.2	2.3	1.2
	2.2	1.8	1.4
	2.0	1.6	1.8
	2.3	2.0	2.0
	2.6	2.3	1.1
	1.2	1.2	1.7
	0.5	1.5	1.3
	0.3	1.3	1.0
	0.6	1.3	1.5
	0.5	1.1	0.5
	--	--	0.5
	1.2	0.5	1.0
	0.4	0.8	0.4
	0.5	0.8	0.9
	2.6	2.7	1.8
	2.0		2.0
	1.8		1.4
	0.8		0.6
	0.0		0.1
	0.6		0.5
	1.7		1.4
	1.4		1.5
	1.7		1.7
START	1.7		1.7

ROUTE 1

Match Line B	1.6	1.9	1.1
	1.2	1.2	1.3
	0.9	0.5	0.5
		232+00	
	Driveway -231+80		
	0.1	0.2	0.2
	1.0	0.9	0.6
	1.3	1.4	1.5
	2.2	1.7	1.3
	1.8	1.8	1.6
	1.6	1.8	1.7
	2.0	2.2	2.1
	2.0	2.1	1.6
	2.4	2.3	1.9
	2.2	2.4	1.6
	2.7	2.4	2.3
	2.4	2.4	2.2
	2.6	2.5	2.4
	3.0	2.3	2.6
	2.5	2.3	2.3
	2.2	2.3	2.1
	1.4	1.4	1.6
	0.7	0.7	0.6
	0.5	0.6	0.3
	1.0	0.9	0.31+00
	0.8	0.2	0.4
	0.0	0.1	0.2
	0.4	0.3	0.2
	0.9	0.2	0.6
	0.6	0.0	0.3
	0.0	0.7	0.6
	0.8	1.5	1.0
	1.4	1.9	1.2
	--	--	--
Match Line A	2.1	2.0	1.3

ROUTE 1

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

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

RTE 1 SB Side

Sidewalk Slope Survey (%)

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

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

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

RTE 1 SB Side

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

Sidewalk Slope Survey (%)

END	Existing Sidewalk		
	Existing Sidewalk		
	1.8	1.9	1.4
	1.9	1.8	1.6
	1.8	1.9	1.5
	1.8	1.6	1.6
	2.0	1.4	1.7
	1.3	1.7	1.7
	1.5	2.1	1.4
	2.4	2.1	2.29+00
	3.0	3.1	2.8
	2.5	3.6	3.1
	2.3	2.6	2.1
	2.2	3.0	2.3
	2.8	2.5	2.8
	0.2	0.3	0.1
	0.7	0.6	0.9
	1.3	2.0	2.1
	2.8	3.1	3.2
	1.5	2.2	2.5 ROUTE 1
	1.9	1.9	1.6
	1.4	2.0	2.1
	1.8	2.0	1.8
	1.6	1.9	2.0
	2.0	1.7	1.9
	2.2	1.9	2.4
	2.7	2.0	2.1
	2.7	2.2	2.3
	--	3.3	3.2
	2.3	2.7	2.1
	2.2	1.8	1.9
	2.0	2.7	1.9
	1.7	2.5	2.8
	2.2	3.1	3.0
	2.0	2.6	2.0
	2.0	2.5	2.4
	2.2	2.3	2.2
	1.2	2.0	2.1
	1.0	2.0	1.6
	2.0	1.9	1.28+00
	1.1	2.0	1.5
	1.7	2.3	1.5
	1.6	2.0	1.6
Match Line F	1.6	1.0	1.6

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

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

RTE 8 WB Side

8ft width SW slopes

Sidewalk Slope Survey (%)

Match Line A	3.5	3.2	2.2
	2.9	3.2	2.5
	2.7	2.9	2.7
	2.4	3.1	2.9
	1.9	2.7	2.6
	1.8	2.8	2.6
	3.0	2.2	2.6
	1.4	1.9	1.9
	2.0	2.6	2.5
	Driveway -1+28		
	1.8	2.2	1.8
	1.4	1.7	1.8
	1.4	2.7	1.6
	--	1.5	1.2
	2.0	2.2	1.8+00
	1.5	2.5	1.9
	1.7	2.4	1.6
	0.5	2.8	2.4
	--	3.2	3.0
	1.1	2.7	1.9
	--	1.7	1.7
	1.8	2.7	1.8
	0.7	2.8	1.7
	0.8	2.2	2.0
	3.1	1.7	1.8
	3.3	3.2	2.8
	3.8	--	3.3
	1.6	1.4	1.3
	1.9	2.5	1.8
	2.5	2.3	2.2
	2.2	1.8	2.1
	--	1.7	1.9
	--	2.7	2.8
	--	2.5	2.5
	2.5	1.8	1.8
	2.1	1.4	2.2
	1.7	1.7	1.6
	1.4	1.3	1.6
	1.5	1.4	1.4
START	0.8	1.0	1.0

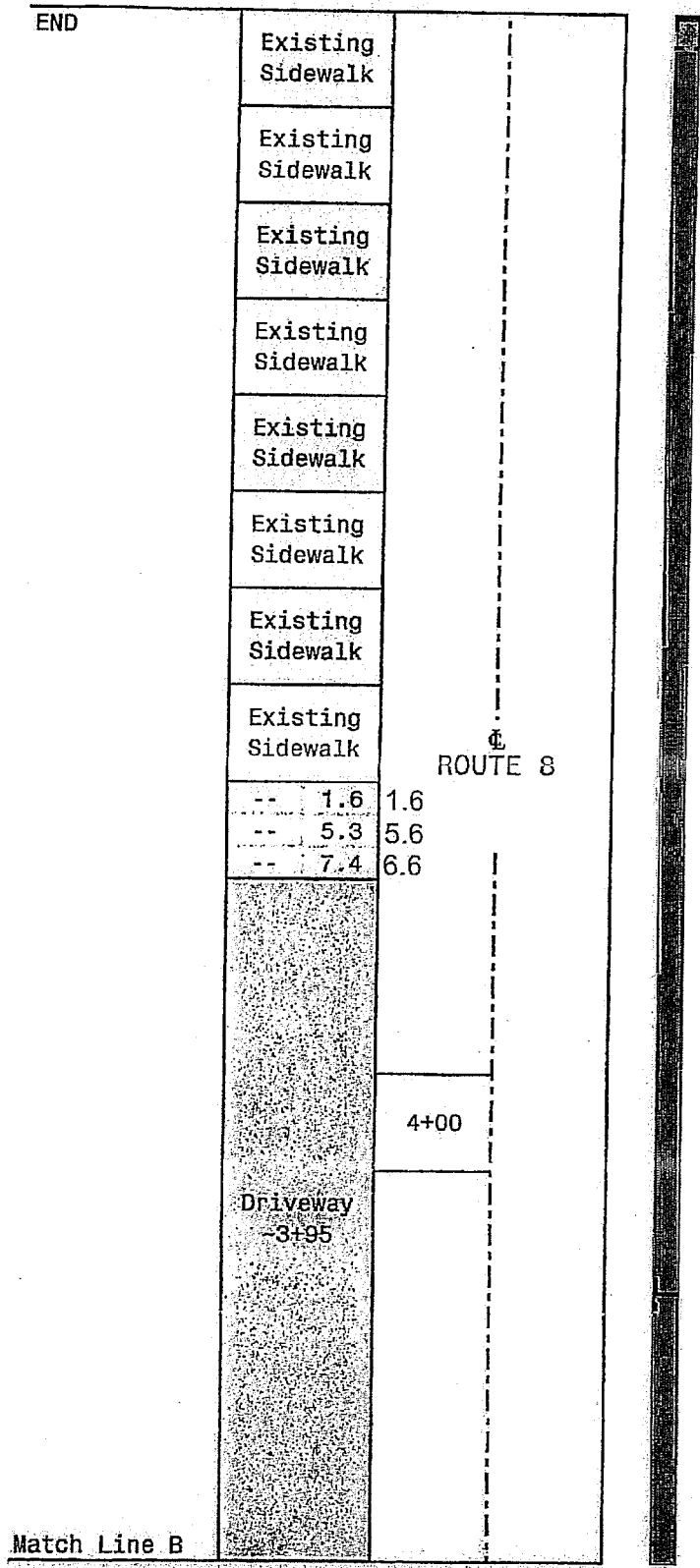
Match Line B	Driveway -3+28		
	1.6	1.1	2.3
	1.8	2.2	1.7+00
	1.4	2.6	2.4
	1.0	2.5	1.8
	1.5	2.5	1.4
	1.8	1.6	1.8
	Driveway -2+64		
			ROUTE 8
			ROUTE 8
	3.0	2.5	2.4
	3.4	2.5	2.6
	2.3	2.5	2.3
	3.0	2.0	2.5
	3.4	3.2	2.5
	2.7	2.5	2.7
	3.7	2.9	2.9
	1.9	1.6	1.7
	1.9	2.2	1.9
	1.8	2.2	1.8
	2.7	3.2	2.8+00
	2.6	1.4	2.0
	2.4	1.8	2.2
	1.8	1.7	1.6
	2.0	1.6	1.3
	0.9	1.5	1.5
	1.6	2.4	1.7
Match Line A	2.2	2.0	1.8

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

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

RTE 8 WB Side

Sidewalk Slope Survey (%)



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

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

RTE 8 EB Side

Sidewalk Slope Survey (%)

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

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

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

Docket No. OPA-PA-17-009

EXHIBIT C



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Submitted this 6th day of December, 2017.

By:

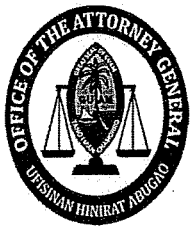


FELIX C. BENAVENTE

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

Docket No. OPA-PA-17-009

EXHIBIT D



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Attorneys for the Government of Guam

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

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

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

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

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

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

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

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

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

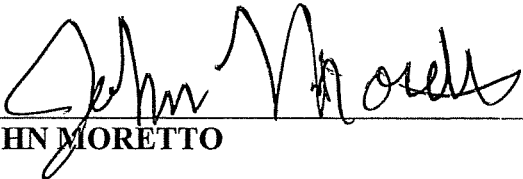
correct work that DPW and FHWA stated was non-compliant work and otherwise perform the construction work needed to complete the Project.

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

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

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

Submitted this 6th day of December, 2017.

By: 
JOHN MORETTO