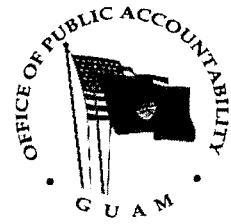


Suite 401 DNA Building  
 238 Archbishop Flores St.  
 Hagåtña, Guam 96910



# FAX

<b>To:</b>	<b>Mr. Glenn Leon Guerrero</b> <b>Director</b> Department of Public Works 542 North Marine Corps Drive Upper Tumon, Guam 96913 Phone: (671)646-3121/3232 Fax: (671) 649-6178	<b>From:</b>	<b>Doris Flores Brooks</b> <b>Guam Public Auditor</b> Office of Public Accountability
	<b>Mr. Thomas Keeler</b> <b>Ms. Shannon Taitano</b> <b>Assistant Attorney Generals</b> Office of the Attorney General of Guam 590 S. Marine Corps Drive, Suite 706 Tamuning, Guam, 96913 Fax: (671) 472-2493	<b>Pages:</b>	6 (including cover page)
<b>CC:</b>	<b>Anita Arriola, Esq.</b> Attorney for Appellant Core Tech International Corp. Arriola, Cowan & Arriola Tel: (671) 477-9730/33 Fax: (671) 477-9734	<b>Date:</b>	June 8, 2018
		<b>Phone:</b> <b>Fax:</b>	(671) 475-0390 x. 216 (671) 472-7951

**Re:** OPA-PA-17-010 Stipulation and Order to Rescind Termination of Contract with Core Tech International Corp. on Route 1/Route 8 Intersection Improvements and Agana Bridges Replacement Project (GU-DAR-T101(001)) Signed by Public Auditor

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 Jerrick Hernandez  
 Auditor  
[jhernandez@guamopa.com](mailto:jhernandez@guamopa.com)

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OFFICE OF PUBLIC ACCOUNTABILITY  
PROCUREMENT APPEALS

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DATE: 06.09.18  
TIME: 11:35  AM  PM BY: JMO  
FILE NO OPA-PA: 17-010

*Attorneys for Appellant Core Tech International Corp.*

**BEFORE THE PUBLIC AUDITOR  
PROCUREMENT APPEALS  
TERRITORY OF GUAM**

IN THE APPEAL OF	)	APPEAL NO. OPA-PA-17-010
	)	
CORE TECH INTERNATIONAL	)	<b>STIPULATION AND ORDER TO</b>
	)	<b>RESCIND TERMINATION OF</b>
Appellant.	)	<b>CONTRACT WITH CORE TECH</b>
	)	<b>INTERNATIONAL CORP. ON ROUTE</b>
	)	<b>1/ROUTE 8 INTERSECTION</b>
	)	<b>IMPROVEMENTS AND AGANA</b>
	)	<b>BRIDGES REPLACEMENT PROJECT</b>
	)	<b>(GU-DAR-TI01(001))</b>
	)	

ARRIOLA, COWAN & ARRIOLA, HAGATNA, GUAM 96910

The Department of Public Works, Government of Guam ("DPW") and Core Tech International Corporation ("CTI") (collectively "the Parties), by and through their respective undersigned counsel, hereby jointly submit this Stipulation and Order to Rescind the Termination of the Design-Build Contract between CTI and the Government of Guam, Contract No. 11-0929, No. C120600010, ("the Contract") on the Route 1/Route 8 Intersection Improvements and Agana Bridges Replacement, Design-Build Project, GU-DAR-TI01(001) ("Project").

The Parties stipulate as follows:

1. DPW rescinds the August 23, 2017 Notice of Termination/Default of Contract, statements and documents issued to CTI concerning the Project, and all prior notices of default, complaints, objections or concerns issued by DPW relating to the August 23, 2017 Notice of

✓

Termination/Default of Contract are hereby also rescinded. DPW shall notify the Surety who issued CTI's Performance and Payment Bond on the Contract, Fidelity and Deposit Company of Maryland and Zurich American Insurance Company (collectively "Surety") of the rescission of the Notice of Termination/Default of Contract and shall rescind all claims, statements and documents asserted by DPW against the Surety.

2. DPW accepts and approves all of CTI's work for the Project and agrees that the Completion Date under the Contract shall be August 25, 2016. CTI shall provide all Electronic CADD Files of all Construction Drawings and As-Builts approved by DPW, within 10 business days after this Stipulation and Order is signed by the Public Auditor, as listed below:

Drawing Description	Submittal Date
Civil Drawing	10/19/12
Bridge 1	4/23/12
Bridge 2	6/19/13
DoD Communications and GTA Utility Relocation Plan	Latest Dated Version

3. Except for its right to enforce this Stipulation and Order, DPW releases and discharges CTI from any and all claims, damages or losses arising under the Contract, the Project, or claims, damages or losses asserted or that could have been asserted in this appeal, including, but not limited to, claims relating to the Americans with Disabilities Act ("ADA"), claims for liquidated damages, the final Project punchlist items, and any other work CTI performed, or should have performed, under the Contract.

4. Except for its right to enforce this Stipulation and Order, CTI releases and discharges DPW, DPW's Agents and Representatives on the Project, as well as the Government of Guam, and Felix Benavente, in his personal capacity, from any and all claims, damages or losses asserted or that could have been asserted concerning this appeal – wrongful termination,



retaliation, constitutional and civil rights, and breach of contract, including, but not limited to, Surety's cost and charges and Attorney's fees and charges.

5. All liquidated damages under the Contract or pertaining to the Project are hereby waived in their entirety.

6. Payment to be made by the Parties under this Stipulation:

a. DPW and Core Tech have executed and hereby incorporate by reference herein a Final Change Order attached hereto as Exhibit A. DPW shall voucher to FHWA for the sum of \$3,699,365.86, without any offset or deductions, except for the \$600,000.00 payment due to DPW under paragraph 6.b of this Stipulation as described in the charts below:

Description	Amount
Original Contract Amount	\$ 16,384,500.00
Change Orders	203,496.76
Current Contract Amount	16,587,996.76
Less: Deductions (refer to Invoice # 33)	(232,118.11)
Amount Payable	16,355,878.65
Less: Total Amount Collected	(12,656,512.79)
<b>Balance Due</b>	<b>\$ 3,699,365.86</b>

b. CTI agrees to pay DPW \$600,000 to cover DPW's Project consultant expenses incurred by DPW. The \$600,000 shall be an offset against the CTI Balance Due listed above in ¶6.a. No other offsets or deductions are allowed.

Description	Amount
Balance Due	\$ 3,699,365.86
DPW Project Consultant Expenses	(600,000.00)
<b>Final Contract Payment</b>	<b>\$ 3,099,365.86</b>

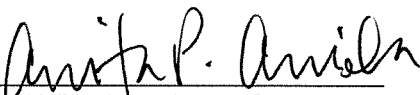
DPW shall process the payment owed to CTI under sections 6a and 6b as soon as practicable and shall deliver such payment to CTI within forty-five (45) days of execution of this Stipulation and Order.

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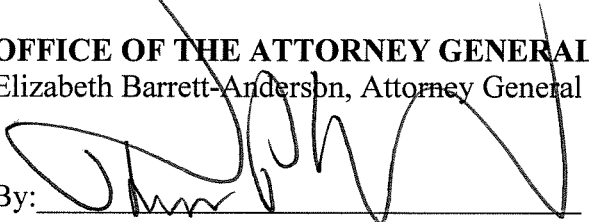
7. The Parties are informed of their right to appeal from a Decision by the Public Auditor to the Superior Court of Guam, in accordance with Part D of Article 9 of 5 GCA§5481(a). The Parties intend and agree for this Stipulation and Order to be a final, binding resolution of the disputes between them and accordingly, the Parties agree that they shall not appeal and hereby waive their right to appeal this Stipulation and Order under Part D of Article 9 of 5 GCA §5481(a) or any other applicable statute. The Office of Public Auditor shall retain jurisdiction of this matter solely for the purpose of enforcing the terms and conditions of this Stipulation and Order. Nothing contained herein constitutes an admission of liability by either of the Parties.

SO STIPULATED on this 6<sup>th</sup> day of June, 2018.

**ARRIOLA, COWAN & ARRIOLA**

By:   
**ANITA P. ARRIOLA**  
Attorneys for Core Tech  
International Corporation

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

By:   
**THOMAS P. KEELER**  
Assistant Attorney General

**DEPARTMENT OF PUBLIC WORKS**

By:   
**ANDREW LEON GUERRERO**  
Deputy Director


**ORDER**

Pursuant to the foregoing Stipulations made by the Parties, it is hereby ORDERED that DPW's termination of CTI's Contract is hereby RESCINDED, and the terms of the above Stipulations are hereby incorporated into and made a part of this Order.

The Public Auditor's approval of this Stipulation and Order is a Final Administrative Decision. As acknowledged in the Stipulations above, the Parties are hereby informed of their right to appeal from a Decision by the Public Auditor to the Superior Court of Guam, in accordance with Part D of Article 9 of 5 GCA §5481(a), and the parties have agreed not to make any appeal and said right to appeal is knowingly waived.

A copy of this Stipulation and Order shall be provided to the Parties and their respective attorneys in accordance with 5 GCA § 5702, and shall be made available for review on the OPA Website at [www.opaguam.org](http://www.opaguam.org).

SO ORDERED this 8<sup>th</sup> day of June, 2018.

  
\_\_\_\_\_  
DORIS FLORES BROOKS, CPA, CGFM  
Public Auditor

*Handwritten mark*