



Office of the Attorney General
Elizabeth Barrett-Anderson
 Attorney General of Guam
 Solicitor Division
 590 S. Marine Corps Drive
 Tamuning, Guam 96913 • USA
 (671) 475-3324 • (671) 472-2493 (Fax)
Attorneys for Defendants

RECEIVED
 OFFICE OF PUBLIC ACCOUNTABILITY
 PROCUREMENT APPEALS
 DATE: 11/1/18
 TIME: 4:10 AM PM BY: Yuka
 FILE NO OPA-PA: 18-002

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

IN THE APPEAL OF:	)	DOCKET NO. OPA-PA 18-002
)	
KORANDO CORPORATION,)	
)	
Appellant,	)	PURCHASING AGENCY
	)	EXHIBIT LIST
and)	
)	
DEPARTMENT OF PUBLIC WORKS,)	
)	
Purchasing Agency.)	

COMES NOW, the Purchasing Agency, Department of Public Works (“DPW”) submits the following list of exhibits for the April 23, 2018 hearing on this matter:

<u>Ex. No.</u>	<u>DATE</u>	<u>DESCRIPTION</u>
A.	06-10-14	Project Contract, including Contract Special Contract Requirements
B.	12-16-15	Stipulation and Order
C.	11-15-17	DPW’s response to Mr. Byong Ho Kim re Claim Due to Termination and Delays of Project

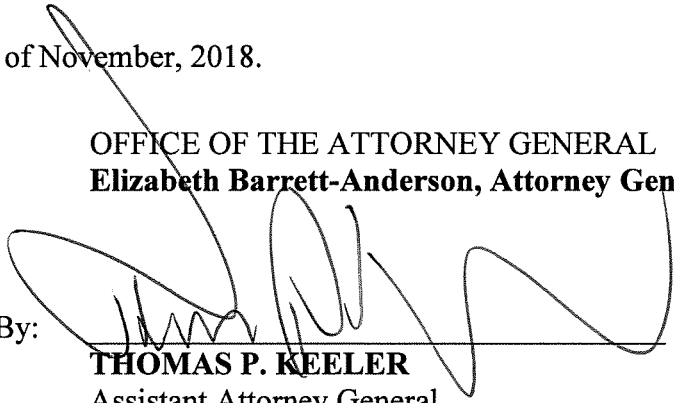
ORIGINAL

- D. Resume Michael Lanning, P.E.
- E. Resume Lynden Kobayshi, P.E.
- F. Curriculum Vitae Amir M. Soltani, P.E.
- G. 08-14-18 Korando's Contract Change Order Request #12
- H. 10-31-18 DPW's Response to Korando's Contract Change Order Request #12,
with enclosures.

Respectfully submitted on this 1st day of November, 2018.

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

By:



THOMAS P. KEELER
Assistant Attorney General

In the Appeal of: Korando Corporation vs. Department of Public Works

OPA-PA-18-002

Purchasing Agency Exhibit List

EXHIBIT A

Project Contract, including Contract Special Contract Requirements

C O P Y

DEPTS

14-0324
Bile / Pigua Bridge Replacements
Project No. GU-NH-NBIS(007)

CONTRACT NO.

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
JUN 13 2014

CONTRACT

KORANDO CORPORATION

(CONTRACTOR)

And

GOVERNMENT OF GUAM

Contract for: **BILE / PIGUA BRIDGE REPLACEMENT**

Project No.: **GU-NH-NBIS(007)**

Amount: **\$ 3,665,559.00**

LOCATION: **Merizo, GUAM**

RECEIVED
MAY 07 2014
Bureau of Budget and
Management Research

C140601235

FC-1

CFD0614- 2142

RECEIVED

Bile / Pigua Bridge Replacements
Project No. GU-NH-NBIS(007)

MAY 07 2014

Bureau of Budget and
Management Research

FORMAL CONTRACT

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, **KORANDO CORPORATION** hereinafter called the "Contractor," party of the second part.

WITNESSETH, That whereas the Government requires the contractor to construct, **Bile / Pigua Bridge Replacement, 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	December 18, 3013
2	January 09, 2014
3	January 22, 2014
4	February 05, 2014
5	February 11, 2014

(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 **Three Million Six Hundred Sixty Five Thousand Five Hundred Fifty Nine Dollars (\$ 3,665,559.00)**, 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 Standard Specifications and Special Contract Requirements 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 Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03
- g) Addendum(s)

IV. LIQUIDATED DAMAGES: The Contractor further agrees to pay to the Government reasonable liquidated damages as stipulated in FP-03 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 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 insure 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

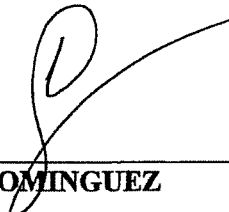
2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and

- (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.

X. COMPLIANCE TO PUBLIC 24-100, PRODUCTS MANUFACTURED FROM RECYCLED GLASS:

Pursuant to 5 GCA 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.

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first written.

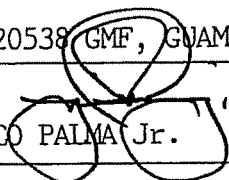


CARL V. DOMINGUEZ
Director
Department of Public Works
Contracting Officer



HYON SANG KIM
(Witness)

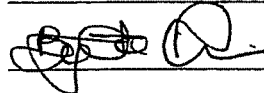
PO BOX 20538 GMF, GUAM 96921
(Address)



FRANCISCO PALMA Jr.
(Witness)

PO BOX 20538 GMF, GUAM 96921
(Address)

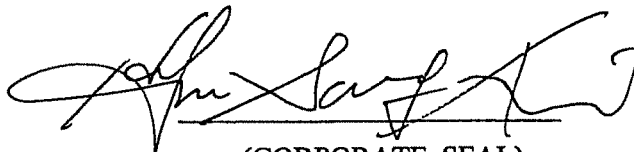
BYONG HO KIM -PRESIDENT)
_____))
KORANDO CORPORATION) Contractor


_____))

380H HARMON INDUSTRIAL PARK
(Business Address)

TAMUNING, GUAM 96913

I, HYON SANG KIM certify that I am the secretary of the corporation named as Contractor herein; that BYONG HO KIM who signed this contract on behalf of the Contractor, was then PRESIDENT 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)

14-0324

Bile / Pigua Bridge Replacements
Project No. GU-NH-NBIS(007)

CERTIFIED FUNDS AVAILABLE:

Account No. 5101F141068IB105-230
\$ 3,665,559.00

04-18-14

[Signature]

JOAQUIN R. BLAZ, BMA IV
Certifying Officer

Acting Program Administrator
Highways (Horizontal) Engineering & Maintenance
Department of Public Works

DATE: 5/2/14

CONCUR:

[Signature]
CARL V. DOMINGUEZ
Director
Department of Public Works

< See Attached >
EUGENE A. NIEMASZ, P.E.
Acting Chief Engineer - Highways
Department of Public Works
(Governor's Temporary Appointment)

DATE: 5/2/14

DATE: _____

CLEARED AS PER BBMR'S REVIEW

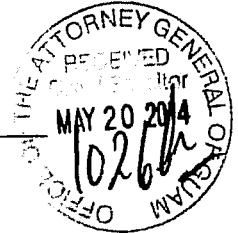
APPROVED AS TO FORM AND LEGALITY:

[Signature]
CLEARED PER
BBMR'S REVIEW
JOHN A. RIOS
Director
Bureau of Budget and Management
Research

[Signature]
LEONARDO M. RAPADAS
Guam Attorney General

DATE: MAY 19 2014

DATE: 6/2/14
DPW 14-0324



APPROVED:

[Signature]
HONORABLE EDDIE BAZA CALVO
Governor of Guam

JUN 10 2014

DATE

FC-7

DEPARTMENT OF ADMINISTRATION	
DIVISION OF ACCOUNTS	
Registration Date	<u>06/10/2014</u>
Registered No.	<u>01406A1230</u>
Bank No.	<u>K3466007</u>
Registered By	<u>R 06/16/2014</u>

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MAY 07 2014
Bureau of Budget and
Management Research

CERTIFIED FUNDS AVAILABLE:

Account No. 5101F141068IB105-230
\$ 3,665,559.00

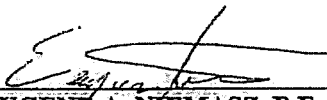
JRM 04-18-14

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

DATE: _____

CONCUR:

CARL V. DOMINGUEZ
Director
Department of Public Works



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

DATE: _____

DATE: 6 MAY 2014

CLEARED AS PER BBMR'S REVIEW

APPROVED AS TO FORM AND LEGALITY:

JOHN A. RIOS
Director
Bureau of Budget and Management
Research

LEONARDO M. RAPADAS
Guam Attorney General

DATE: _____

DATE: _____

APPROVED:

HONORABLE EDDIE BAZA CALVO
Governor of Guam

DATE

FC-7

TN008046

DPWCORDG

Appropriation Accounts

WRKAPP

4/28/14

Current Period

10:34:14

Position to Account 5101F141068IB105230

Type option, press Enter.

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

<u>Opt</u>	<u>Account No</u>	<u>Account name</u>	<u>Object Description</u>	<u>Fund Avail</u>
	<u>Total Approp</u>	<u>YTD Allot - (Expend + Encumb)</u>	<u>=</u>	<u>Fund Avail</u>
—	5101F141068IB105230	BILE/PIGUA BRIDGE RESPLACEMENT CONTRACT		
	3,665,559.00	3,665,559.00		3,665,559.00

F3=Exit	F5=Refresh	F9=Chg date	F10=Position	F12=Cancel
F14=File Total	F16=Lapse Sum	F17=SumByObj	F21=Prt/Export	F23=More opts

You have reached the bottom of the list.

WRKAPPN

Subject: Fw: Approved EOA/BAS - Bile/Pigua Bridge Replacements 5101F141068IB105

From: Yvonne Godoy (yvonne@galaidegroup.com)

To: diazj@pbworld.com;

Cc: james.respicio@dpw.guam.gov;

Date: Friday, April 18, 2014 11:04 AM

FYI... James, she said the original EOA will be forwarded to you...

----- Forwarded Message -----

From: Angela Flores <angela.flores@bbmr.guam.gov>
To: Yvonne Godoy <yvonne@galaidegroup.com>
Sent: Friday, April 18, 2014 10:56 AM
Subject: Approved EOA/BAS - Bile/Pigua Bridge Replacements 5101F141068IB105

Hi Yvonne,

See attachment for approved EOA/BAS for Bile/Piqua Bridge Replacements account no. (recommended) 5101F141068IB105.

Thank you,

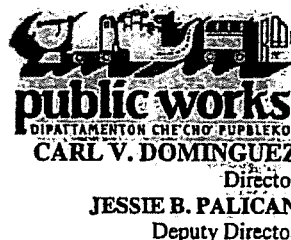
--
Angela

*Phone: (671)475-9105
Fax: (671)472-2825*



The Honorable
EDDIE BAZA CALVO
Governor

The Honorable
RAY TENORIO
Lieutenant Governor



CARL V. DOMINGUEZ
 Director
JESSIE B. PALICAN
 Deputy Director

April 3, 2014

MEMORANDUM

To: Director, Bureau of Budget and Management Research
 Attn: Ms. Angela Flores, BBMR Analyst
 From: Director
 Subject: Request for Appropriation/Allotment
 Ref. No. DPW-121068-161


This is to request your assistance in processing the following Establishment of Account (EOA) and allotment schedule of the following:

Account Number:	5101F141068IB105
Project Number:	GU-NH-NBIS(007)
Project Title:	Bile/Pigua Bridge Replacements

This authorization is to increase funds as approved by the Federal Highway Administration (FHWA) on April 2, 2014.

Attached are all the supporting documents needed regarding this request.

Your continuous assistance regarding this request is greatly appreciated and if you should have any questions, please do not hesitate to contact Mr. Joaquin R. Blaz at 649-3121.

CARL V. DOMINGUEZ


Attachments

JRBlaz

JR

APR 04 2014
Bureau of Budget and Management Research

REQUEST FOR ESTABLISHMENT/MODIFICATION OF ACCOUNT

TO: DIVISION OF ACCOUNTS
 VIA: BUREAU OF BUDGET & MANAGEMENT RESEARCH
 FROM: Department of Public Works DPW-121068-161
 ACCOUNT TITLE: Bile/Pigua Bridge Replacements

PURPOSE:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Grant Award [Original] - Federal | <input type="checkbox"/> Appropriation [Original] - Local |
| <input type="checkbox"/> Grant Award [Supplement] - Federal | <input type="checkbox"/> Appropriation [Supplemental] - Local |
| <input type="checkbox"/> Grant Period Modification - Federal | <input type="checkbox"/> Appropriation Period Modification |
| <input type="checkbox"/> Grant Number Change - Federal | <input type="checkbox"/> Appropriation Type Change |
| <input type="checkbox"/> Catalog Number Change - Federal | <input type="checkbox"/> Object Class(es) - Add / Delete |
| <input type="checkbox"/> Local/Federal Participation Ratio | <input checked="" type="checkbox"/> Other [specify]: <u>Project# GU-NH-NBIS(007)</u>
Initial Form 1240-2 |

APR 04 2014
 Bureau of Budget and Management Research

APPROPRIATION TYPE:

- | | | |
|--|---|--|
| <input type="checkbox"/> Local Operation [A] | <input type="checkbox"/> Federal 101 [E] | <input type="checkbox"/> Subgrants [J] |
| <input type="checkbox"/> Federal Local Match [B] | <input checked="" type="checkbox"/> Federal CIP [F] | <input type="checkbox"/> Reimbursable Appropriations [X] |
| <input type="checkbox"/> Local Continuing [C] | <input type="checkbox"/> Federal Match Continuing [G] | <input type="checkbox"/> Work Request [Z] |
| <input type="checkbox"/> Local CIP [D] | <input type="checkbox"/> Federal 101 Continuing [H] | <input type="checkbox"/> Other: |

RESPONSIBLE DEPARTMENT/DIVISION: Division of Highways-Horizontal/Engineering

OBJECT CLASS(ES) REQUIRED:

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> 111 Salary | <input type="checkbox"/> 220 Travel | <input type="checkbox"/> 270 Worker's Comp Benefits | <input type="checkbox"/> 363 Utilities - Telephone |
| <input type="checkbox"/> 112 Overtime/Premium Pay | <input checked="" type="checkbox"/> 230 Contractual | <input type="checkbox"/> 271 Drug Testing | <input type="checkbox"/> 450 Capital Outlay |
| <input type="checkbox"/> 113 Benefits | <input type="checkbox"/> 233 Office Space Rental | <input type="checkbox"/> 290 Miscellaneous | <input type="checkbox"/> 700 Indirect - Local |
| <input type="checkbox"/> 114 Health Benefit | <input type="checkbox"/> 240 Materials / Supplies | <input type="checkbox"/> 361 Utilities - Power | <input type="checkbox"/> 701 Indirect - Federal |
| <input type="checkbox"/> 115 Life Benefit | <input type="checkbox"/> 250 Equipment | <input type="checkbox"/> 362 Utilities - Water | <input type="checkbox"/> other |

AUTHORITY / * GRANT NO. / PL NO. GUNHNBIS007	CATALOG NUMBER 20.205	START DATE 4/2/2014	EXPIRATION DATE 9/30/2024
*FEDERAL SHARE PERCENTAGE 100.0%	* LOCAL SHARE PERCENTAGE	OBLIGATION END DATE 9/30/2024	EXPENDITURE END DATE 12/29/2024
APPROPRIATION ACCOUNT NUMBER 5101F141068B105	LOCAL	TOTAL FUNDS FEDERAL - AUTHORIZED 3,665,559.00	FEDERAL - AWARDED 3,665,559.00
JOB ORDER ASSIGNED 1068-14-105	** LOCAL MATCH ACCOUNT NUMBER CLEARED PER BMMR'S REVIEW	** NOTE IF LOCAL MATCH ACCOUNT DOES NOT EXIST, PLEASE ATTACH SEPARATE E.O.A. REQUEST.	

REQUESTOR: Carl V. Dominguez, Director 9/4/14
 REQUESTED BY: John A. Rios, Director APR 13 2014
 DIVISION OF ACCOUNTS

DRAW TYPE	DRAW ACCT	SUB-ACCT	REPORTING REQ	REVENUE ACCOUNT	REVIEWED BY	DATE
-----------	-----------	----------	---------------	-----------------	-------------	------

JFD 4/13/14 4 Recommended

**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 / 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
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)" ***

ORIGINAL

140324 *er*

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

KORANDO CORPORATION
CONTRACTOR

HONORABLE EDDIE BAZA CALVO
GOVERNOR OF GUAM

PREPARED BY:



DIVISION OF HIGHWAYS
DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM

2013

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MAY 07 2014

Bureau of Budget and
Management Research



**DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
FEDERAL-AID HIGHWAY PROJECT**

ROUTE SLIP - CONTRACT

Project Name: **BILE / PIGUA BRIDGE REPLACEMENTS**
 Project Number: **GU-NH-NBIS(007)**

<u>IN-HOUSE</u>	<u>DATE-IN</u>	<u>DATE-OUT</u>	<u>INITIAL</u>
1. Acting Engineer Supervisor, DPW-CDAS (Sagrado F. Bilong)		4/15/14	<i>[Signature]</i>
2. Administration (Audrey Wolford) (5/19/14 AG)	5/2/14	4/15/14	<i>[Signature]</i>
3. Fiscal (Yvonne Godoy)	04.18.14	04.18.14	<i>[Signature]</i>
4. Legal Services, AG's Office (Tom Keeler)	4/20/14	5/2/14	<i>[Signature]</i>
5. PTG Contracts & Procurement Manager (Kit Ingvarsson)			
6. Certifying Officer, Acting Program Administrator (Kin R. Blaz)			<i>[Signature]</i>
7. Acting Chief Engineer-Highways (Eugene A. Niemasz, P.E.)			< See Rachel >
8. Director (Carl V. Dominguez)	5/2/14	5/2/14	<i>[Signature]</i>
9. Bureau of Budget & Management Research			
10. Attorney General's Office	June 05-22-14	06.03.14	<i>[Signature]</i>
11. Central Files (Governor's Office)			
12. Department of Administration (Registration)			
13. Department of Public Works (Audrey/Sag/Yvonne)			



**DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
FEDERAL-AID HIGHWAY PROJECT**

ROUTE SLIP - CONTRACT

Project Name: **BILE / PIGUA BRIDGE REPLACEMENTS**
 Project Number: **GU-NH-NBIS(007)**

<u>IN-HOUSE</u>	<u>DATE-IN</u>	<u>DATE-OUT</u>	<u>INITIAL</u>
1. Acting Engineer Supervisor, DPW-CDAS (Sagrado F. Bilong)	<u>5/2/14</u>	<u>4/15/14</u>	
2. Administration (Audrey Wolford)	<u>5/2/14</u>	<u>4/15/14</u>	
3. Fiscal (Yvonne Godoy)			
4. Legal Services, AG's Office (Tom Keeler)	<u>4/20/14</u>	<u>5/2/14</u>	
5. PTG Contracts & Procurement Manager (Kit Ingvarsson)			
6. Certifying Officer, Acting Program Administrator (Kin R. Blaz)			
7. Acting Chief Engineer-Highways (Eugene A. Niemasz, P.E.)	<u>5/2/14</u>	<u>5/6/14</u>	<u>E.N</u>
8. Director (Carl V. Dominguez)			
9. Bureau of Budget & Management Research			
10. Attorney General's Office			
11. Central Files (Governor's Office)			
12. Department of Administration (Registration)			
13. Department of Public Works (Audrey/Sag/Yvonne)			

TNW046

Leonardo M. Rapadas
Attorney General



Phillip J. Tydingco
Chief Deputy Attorney General

OFFICE OF THE ATTORNEY GENERAL

April 28, 2014

INFORMATION AND GUIDANCE

Ref: DPW 14-0324

TO: Director, Department of Public Works

FROM: Assistant Attorney General

SUBJECT: **Bile/Pigua Bridge Replacements**
Guam Project No. GU-NH-NBIS(007)

Enclosed herein is the above-referenced Bile/Pigua Bridge Replacement Contract between the **Department of Public Works ("DPW")**, **Government of Guam**, and **Korando Corporation ("Korando")**. The project involves the reconstruction and widening of the Bile and Pigua Bridges to address existing concerns with the structural integrity of both bridges. The bridges are approximately Seven Hundred and Thirty feet (730') apart and located in the village of Merizo in southern Guam along Route 4. Each bridge will be constructed with an increased span to widen the current river opening and will include all necessary river embankment upgrades along the upstream and downstream approaches that are located within the right-of-way.

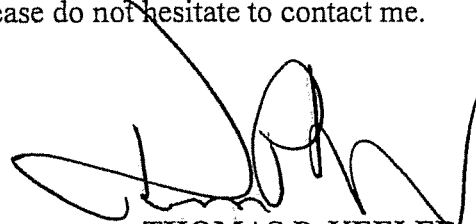
DPW solicited proposals for the project through the advertisement of an Invitation for Bid ("IFB") that was published in the Marianas Variety Guam Edition on September 24, 2013. The Bid Opening was held on February 12, 2014, with the results reflected in the Bid Opening document. See Attachment "D" to the Contract. After the award of Contract Korando met with DPW representatives stating that it had underbid the project by Six Hundred Thousand Dollars (\$600,000). No formal request for reconsideration was filed by Korando, which was advised that DPW's March 4, 2014 Bid Analysis documented that its bid prices for the project were in general significantly higher than the Engineer's Estimate. It is my understanding that Korando subsequently confirmed that it will honor its bid.

The IFB allowed contractors to select between two (2) options to construct the bridges. Korando submitted Option 1, which entails the demolition of each existing bridge in two (2) phases and the construction of a two (2) lane bridge with shoulders, bridge rails and guardrails within the proposed eighty foot (80') master plan rights-of-way along the existing Route 4 corridor. In addition, the road approaches to the bridges will be reconstructed and widened to include asphalt concrete pavement approach ramps, paved shoulders, installation of warning and

traffic signage, pavement markers and other roadway appurtenances, as applicable, to provide for complete, usable and safe bridges. Finally, the project's scope includes the rerouting of existing utilities that are affected by construction of the bridges.

The lowest bid from Korando was in the amount of Three Million Six Hundred Sixty Five Thousand and Five Hundred and Fifty Nine Dollars and 00/100 (\$3,665,559.00), was determined to be both responsive and reasonable. The Contract provides that the Bile/Pigua Bridge Replacement project, which is One Hundred Percent (100%) funded by the **Federal Highway Administration** ("FHWA"), is to be completed within four hundred and fifty (450) calendar days from the Notice to Proceed. The Memorandum documenting Korando's selection and FHWA's March 10, 2014 concurrence of selection approval are contained in the procurement file. Accordingly, the Contract is recommend for approval.

This letter and the statements herein are provided as information and guidance only. If DPW has any questions or comments, please do not hesitate to contact me.



THOMAS P. KEELER
Assistant Attorney General

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

Contract Submittal Checklist

- | | | |
|-----|---|---|
| 1. | Cover Memorandum | Enclosed with Contract Documents |
| 2. | Formal Contract | See Pages FC-1 to FC-7 |
| 3. | Copy of Fee Schedule | See Bid Schedule pages BS-1, BS-2(AD-3) thru BS-11(AD-3) |
| 4. | Copy of Bonding Requirement | See pages PB-1 to PB-3 (Performance and Payment Bonds) |
| 5. | Copy of Scope of Work | See Cover Memorandum and Section 103 of the Special Contract Requirements (SCR) |
| 6. | Chronology of Contract Events | See Attachment A |
| 7. | Copy of Invitation for Bid | See Attachment B (Advertisement) |
| 8. | List of Firm Responding to IFB | See Attachment C (Log of Bids Received) |
| 9. | Bid Opening | See Attachment D (Bid Opening Summary) |
| 10. | FHWA's Concurrence to Award | See Attachment E |
| 11. | Letter to Contractor | See Attachment F (Notice Intent to Award) |
| 12. | Documentation of Firm: | |
| | Affidavit Disclosing Ownership and Commission | See Attachment G |

Affidavit of Non-Collusion	See Attachment H
Affidavit re No Gratuities or Kickbacks	See Attachment I
Affidavit re Ethical Standards	See Attachment J
Declaration re Compliance with USDOL Wage Determination	See Attachment K
Affidavit re Contingent Fees	See Attachment L
Certification of Non-Segregated Facility	See Attachment M
Certification Regarding Lobbying 49 CFR part 20 –Appendix A	See Attachment N
Statement for Loan Guarantees and Loan Insurance	See Attachment O
Copy of Contractor's License	See Attachment P
Copy of Revenue & Taxation Clearance	See Attachment Q (Issued by DRT Collection Branch)
Copy of Certificate of Liability Insurance	See Attachment R
13. Rights of Way (ROW) Certification	See page 1 to page 2 of 2
14. Documentation of Categorical Exclusion (CATEX)	See pages
15. Enclosed Utility Agreement (Federal-Aid Projects)	Utility Agreement bet. DPW & GTA Teleguam Agreement No. UA-GTA-NBIS/007(001)
16. Copy of the Plan, and Specifications	See Plan Sheet Nos.1 thru 133 , and Special Contract Requirements (SCR), FP-03 Modifications
17. Checklist for Attorney General (AG) Certification of Completed Procurement Record	Enclosed



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor

RECEIVED

MAY 07 2014

Bureau of Budget and
Management Research

public works
DIPATTAMENTON CHE'CHO' PUBLIKO
Carl V. Dominguez
Director
Jessie B. Palican
Deputy Director

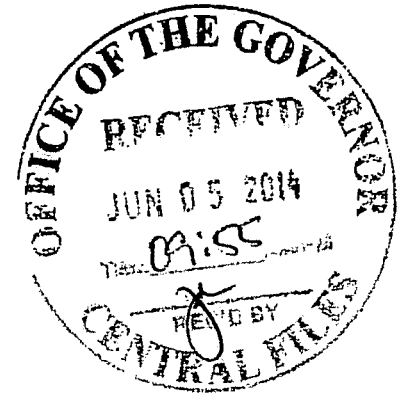
MEMORANDUM

TO: The Governor

VIA: Director, Bureau of Budget and Management Research

FROM: Department of Public Works

SUBJECT: Bile / Pigua Bridge Replacements
Project No. GU-NH-NBIS(007)



Attached for your approval is the construction contract document for subject project. 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 contractor submitted option 1(Bridge) as his preferred option to construct the subject bridges. The 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.

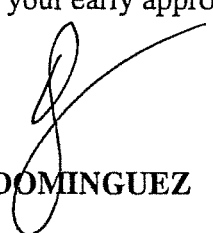
In addition, the road approaches to the bridges will be reconstructed and widen to include, asphalt concrete pavement approach ramps, paved shoulders, installation of ample warning and traffic regulatory signage and pavement markers and markings to direct vehicular movement throughout the limits of this 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 funded by the Federal Highway Administration (FHWA).

The Department of Public Works (DPW) solicited bids for this project through an advertisement of an Invitation for Bid published in the Marianas Variety Guam Edition on September 24, 2013. Bids were received and opened on February 12, 2014, with the results reflected in attachment "D"(Bid Opening Summary).

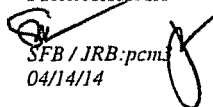
*Memorandum to the Governor
Bile / Pigua Bridge Replacements
Project No. GU-NH-NBIS(007)
Page 2 of 2*

The low bid of **KORANDO CORPORATION** in the amount of **\$3,665,559.00** was determined to be responsive and reasonable. The amount is within the funds available under Job Order No.106814105, Account No.5101F141068IB105-230.

We request your early approval.


CARL V. DOMINGUEZ

Attachment


SFB / JRB:pcm
04/14/14

**AMENDMENT NO. 1
TASK ORDER NO. GU-NH-PCMS(002)-AECOM-01**

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

FOR

**ROUTE 17 REHABILITATION AND WIDENING, PHASE 2A
(REPLACEMENT OF DRAINAGE CULVERTS AND SPOT REPAIRS
FROM CHALAN TUN RAMON BAZA ST. TO ROUTE 5)
PROJECT NO. GU-NH-0017(107)**

**CONSULTANT:
AECOM TECHNICAL SERVICES, INC.**

**HONORABLE EDDIE BAZA CALVO
GOVERNOR OF GUAM**

**HONORABLE RAY TENORIO
LIEUTENANT GOVERNOR OF GUAM**



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

2014

**AFFIDAVITS, CERTIFICATIONS &
DECLARATION**



KORANDO CORPORATION

GENERAL CONTRACTOR

PO BOX 20538 GMF, GUAM 96921

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

PERFORMANCE AND PAYMENT BONDS

BOND #: K07901689

KNOW ALL MEN BY THESE PRESENTS that

KORANDO CORPORATION

(Name of Contractor)

hereinafter called the Contractor and

WESTCHESTER FIRE INSURANCE COMPANY

(Name of Surety)

a corporation duly organized under the laws of the State of PENNSYLVANIA 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 **** THREE MILLION SIX HUNDRED SIXTY FIVE **** (\$,665,559.00) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**** THOUSAND FIVE HUNDRED FIFTY NINE AND NO/100 ***** \$3,665,559.00.**

WHEREAS, the Contractor has by written Agreement dated _____, 20____, entered into a Contract with the Government of Guam for the **BILE / FIGUA 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

Bile / Pigua Bridge Replacement (Construction Phase)
Project No.: GU-NH-NBIS(007)

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:

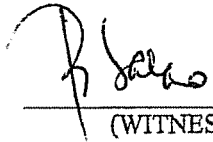
The Contractor, the Government, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to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

Bile / Pigua Bridge Replacement (Construction Phase)
Project No.: GU-NH-NBIS(007)

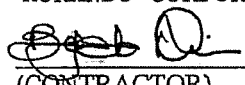
SIGNED AND SEALED THIS 25TH day of MARCH, 2014, A.D.

IN THE PRESENCE OF:


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



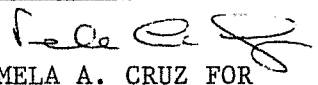
(WITNESS)

KORANDO CORPORATION


(CONTRACTOR) (SEAL)

(TITLE)

PAMELA A. CRUZ FOR
STEPHEN M. HANEY

(MAJOR OFFICER OF SURETY)



PAMELA A. CRUZ FOR
WILLIAM L. KELLY

(MAJOR OFFICER OF SURETY)

VICE PRESIDENT

(TITLE)

ASSISTANT SECRETARY

(TITLE)

TAKAGI & ASSOCIATES, INC.

(RESIDENT GENERAL AGENT)

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 31, 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 in 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 person's 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 Five million dollars & zero cents (\$5,000,000.00) 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 25 day of February 2014.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 25 day of February, AD 2014 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, Philadelphia County
My Commission Expires September 28, 2014

Karen E. Brandt
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 25 day of MARCH, 2014.



William J. Kelly
William J. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER February 25, 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

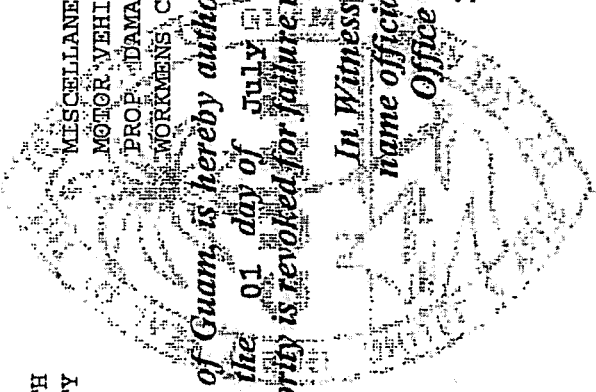
MISCELLANEOUS
MOTOR VEHICLE
PROP. DAMAGE & LIABILITY
WORKMENS COMP

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, 1914, to the 01 day of July, 20 14, unless authority is revoked for failure to comply with the law.

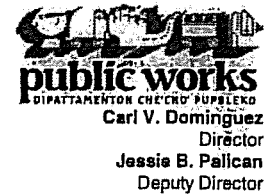
General Agent(s):

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



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

Chronology of Contract Events

1. Advertisement of Invitation for Bid (IFB) in the Marianas Variety Guam Edition (MVGE) September 24, 2013
2. FHWA's Authorization to Release Documents for Solicitation (IFB) December 2, 2013
3. Commencement of Availability of Bid Documents December 3, 2013
4. Date of Pre-bid Conference December 10, 2013
5. Date of Bid Opening February 12, 2014
6. Date of Bid Analysis March 4, 2014
7. FHWA's Concurrence of Award (Construction Contract) March 10, 2014
8. Acceptance of Low Responsive Bid (Issuance Notice of Intent to Award) March 12, 2014
9. Receipt of Performance and Payment Bond April 1, 2014
10. Execution of Contract by Director of Public works

World

TUESDAY, SEPTEMBER 24, 2013

MARIANAS VARIETY GUAM EDITION 19

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 Abass 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 Elysée Palace after a meeting with French President Francois Hollande in Paris, Aug. 29, 2012.

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 Eul-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.



GIP
GUAM INFRASTRUCTURE PROGRAM

INVITATION FOR BID

The Honorable Eddie Baza Casto, Governor of Guam, and the Honorable Raymundo C. Levesque, Lieutenant Governor of Guam (together, the "Owner") is soliciting sealed bids for the following project:

ITEM	PROJECT	DESCRIPTION	ISSUE DATE	PRO PROPOSAL MEETING	PRELIMINARY BIDDING	EVALUATION	AWARD
1	Marajon North Leg (AS-112) Bridge Rehabilitation	Project includes rehabilitation of existing bridge including new approach, tie beam repair and electrical protection.	24-Sep-13	1-Oct-13	30-Oct-13	13-Nov-13	3-Jan-14
2	Route 26/Route 25 Intersection Improvements	Project includes reconstruction of the Route 26/Route 25 Intersection.	1-Oct-13	8-Oct-13	5-Nov-13	13-Nov-13	3-Apr-14
3	Tyler Parkway, Phase I	Project includes an arterial, 2.5 mile roadway from Route 8 to Sunset Boulevard.	22-Oct-13	6-Nov-13	4-Dec-13	24-Dec-13	18-Feb-14
4	...	...	...	...	...	...	...

REQUEST FOR PROPOSAL

The following projects are also being solicited:

ITEM	PROJECT	DESCRIPTION	ISSUE DATE	PRO PROPOSAL MEETING	PRELIMINARY BIDDING	EVALUATION	AWARD
1	Technical Support Services (Architectural)	Procurement of Professional Architectural Services to support design and construction phases of Guam Transportation Improvement Plan projects.	8-Oct-13	19-Oct-13	12-Nov-13	18-Nov-13	29-Nov-13
2	Roadway and Bridge Design Services	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

WRITER FOR BIDDING FOR BIDS:
1. All documents may be inspected at the Office of the Chief Engineer, Highway Division, 201, ...
2. ...
3. ...

WRITER FOR BIDDING FOR PROPOSALS:
1. ...
2. ...
3. ...

M/ CARL V. DOMINGUEZ, DIRECTOR
Office of the Chief Engineer, Highway Division, 201, ...

LOG OF BIDS RECEIVED
 FEBRUARY 12, 2014

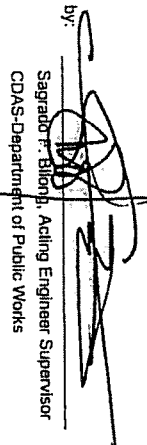
Attachment "C"

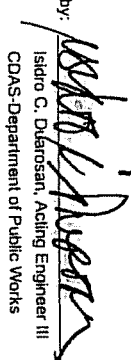
PROJECT NAME:		BILL / PIQUA BRIDGE REPLACEMENTS		PROJECT NO.:		GJL-NH-NBIS(007)	
NAME OF FIRM	ADDRESS/P.O. BOX	TEL. NO.	FAX NO.	NAME IN PRINT	EMAIL	DATE	REMARKS DRW/USE ONLY
1. Korando Corporation	P.O. BOX 20538 GMF Barrigada, Guam 96921	646-7980	646-7882	Jonl Palma	jonl_korando@teleguam.net	02/12/14	1:40 p.m.
2. IMCO General Construction, Inc.	P.O. BOX 326607 Hagatna, Guam 96910	477-3405	4773407	March Mendola	mmentdola@imcoconstruction.com	02/12/14	1:55 p.m.

BID OPENING SUMMARY
FEBRUARY 12, 2014

Attachment "D"

PROJECT NAME:		BILE / FIGUA 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:  Date: 2/12/14
Sagrado B. Bilong, Acting Engineer Supervisor
CDAS-Department of Public Works

Bids Recorded by:  Date: 2/12/14
Isidro C. Derosan, Acting Engineer III
CDAS-Department of Public Works



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor



public works
DIPARTAMENTON CHÉ'CHO' PUPPLEKO

Carl V. Dominguez
Director
Jessie B. Palican
Deputy Director

March 5, 2014

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

Reference: Bile / Pigua Bridge Replacements
Project No. GU-NH-NBIS(007)

Dear Mr. Wong:

This is to request your concurrence to award the construction contract for referenced project to **Korando Corporation** in the amount of **\$3,665,559.00**. The bid opening summary, attendance sheet, bid analysis, and bid price tabulation are enclosed for your files and records.

Thank you for your expeditious response. If you have any questions, please contact Joaquin R. Blaz, Acting Program Administrator of the Division of Highways at (671)649-3128.

Sincerely,

CARL V. DOMINGUEZ

Enclosures

I CONCUR: Date: 3/10/14

Abraham Wong
Division Administrator

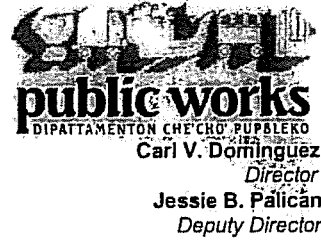
By:
Richelle M. Takara, P.E.
Territorial Representative
FHWA-Hawaii Division

SBifong/JBlaz/pdm3



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor



Carl V. Dominguez
Director
Jessie B. Palican
Deputy Director

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

Handwritten: Baza sign for highways copy

ACKNOWLEDGMENT RECEIPT	
NAME	CHRISTORA
COMPANY	
DATE	3/11/14
TIME	9 AM
INITIALS	

Enclosures


SFB/JRB.pcm

Bile / Pigua Bridge Replacement (Construction Phase)
Project No.: GU-NH-NBIS(007)

AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

CITY/VILLAGE OF TAMUNING)
STATE/TERRITORY OF GUAM) ss.

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]:

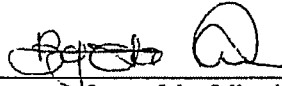
- The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint venturers who 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	_____	_____
_____	_____	_____
_____	_____	_____

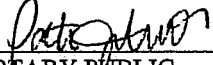
C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.



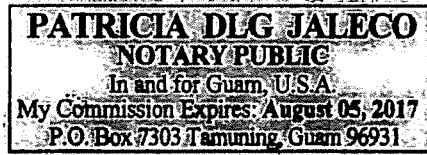
Signature of one of the following:
Offeror if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 10th day of February, 2014



NOTARY PUBLIC
My commission expires: 8/5/2017



AG Procurement Form 002 (Rev. Nov. 17, 2005)

THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID

Bile / Pigua Bridge Replacement (Construction Phase)
Project No.: GU-NH-NBIS(007)

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

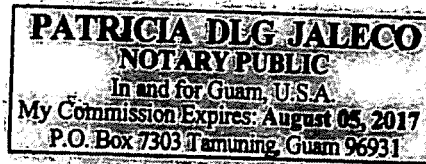
2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any 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 12th 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**

Bile / Pigua Bridge Replacement (Construction Phase)
Project No.: GU-NH-NBIS(007)

AFFIDAVIT RE NO GRATUITIES or KICKBACKS

CITY/VILLAGE OF Tamuning)
) ss.
STATE/TERRITORY OF Guam)

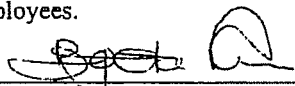
Byong Ho Kim [state name of affiant signing below], being first duly sworn,
deposes and says that

1. The name of the offering company or individual is [state name of 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.

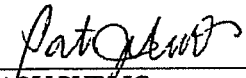
4. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the
offeror's officers, representatives, agents, subcontractors, and employees.



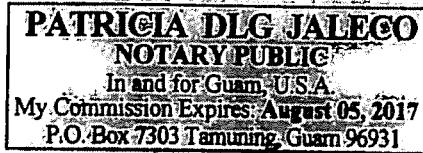
Signature of one of the following:
Offeror if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 12th day of February, 2014



NOTARY PUBLIC
My commission expires: 8/5/2017



AG Procurement Form 004 (Jul. 12, 2010)

**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE
CONTAINING THE BID**

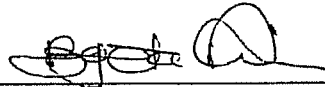
Bile / Pigua Bridge Replacement (Construction Phase)
Project No.: GU-NH-NBIS(007)

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

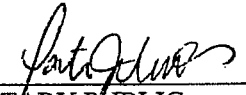
The affiant is a partner of the offeror [state one of the following: the offeror,
a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the
best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or
employees 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 12th 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**

Bile / Pigua Bridge Replacement (Construction Phase)
Project No.: GU-NH-NBIS(007)

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.

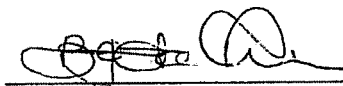
The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the 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

Bile / Pigua Bridge Replacement (Construction Phase)
Project No.: GU-NH-NBIS(007)

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.

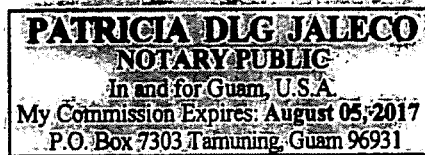
[Signature]

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 12th day of February, 2014

[Signature]
NOTARY PUBLIC
My commission expires: 8/5/2017



**THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE
CONTAINING THE BID**

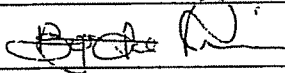
Bile / Pigua Bridge Replacement (Construction Phase)
Project No.: GU-NH-NBIS(007)

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.

Bile / Pigua Bridge Replacement (Construction Phase)
Project No.: GU-NH-NBIS(007)

49 CFR Part 20 - Appendix A

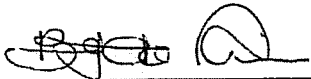
CERTIFICATION REGARDING LOBBYING

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

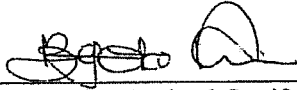
THIS STATEMENT MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE BID

Bile / Pigua Bridge Replacement (Construction Phase)
Project No.: GU-NH-NBIS(007)

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**

2014

CONTRACTORS' LICENSES

EDDIE BAZA CALVO
Governor of Guam

RAY TENORIO
Lt. Governor of Guam

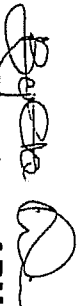
Pursuant to the provisions of 21 GCA Real Property Ch. 70 Contractors and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

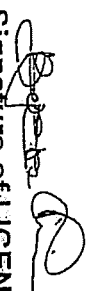
Korando Corporation

To engage in the business or act in the capacity of a contractor in the following classifications

A, B, C3, C9, C10, C11, C17, C18, C31 & C43

This license is the property of the Executive Director of Contractors, not transferable, and shall be returned to the Executive Director upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed on or before the expiration date.


Signature of RME
RME #



Signature of LICENSEE
License # 5172

GRT # 901:100

Certificate # C-0613-0523

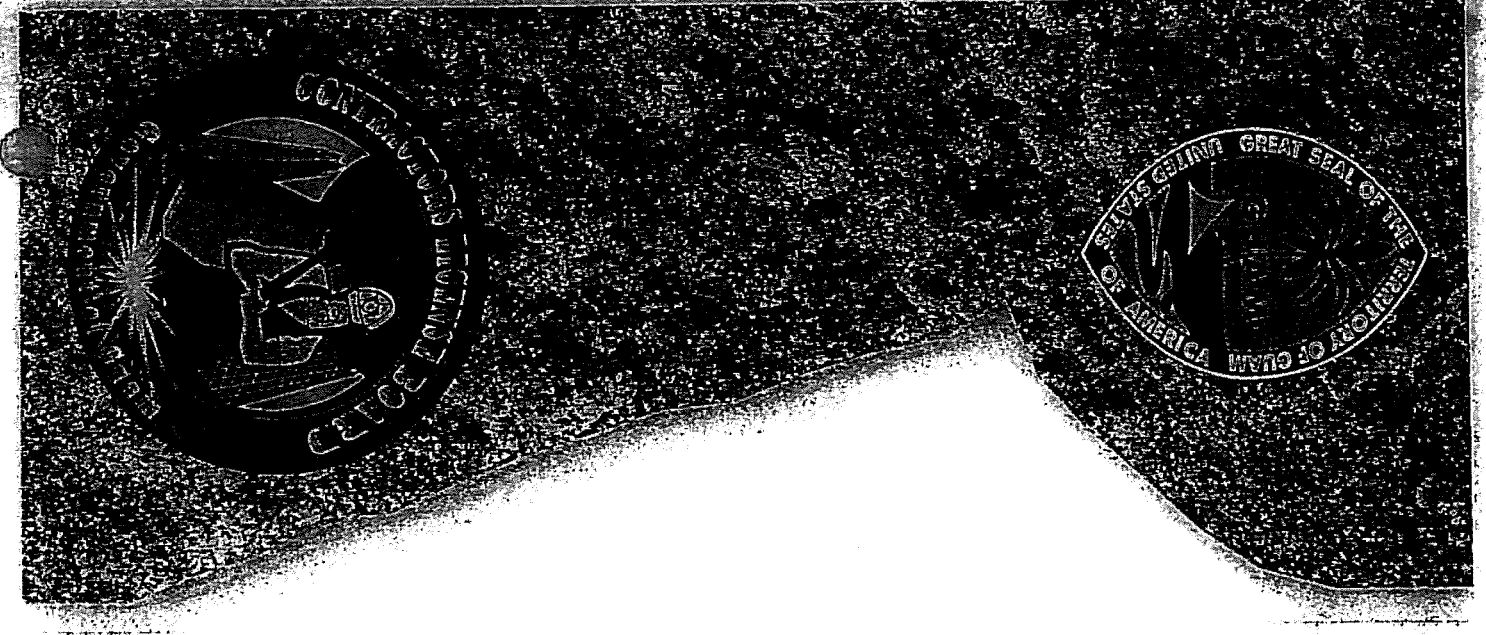
Issued: June 21, 2013

Expires: June 30, 2014


EDUARDO R. ORDONEZ
EXECUTIVE DIRECTOR




RICHARD GUIMBALAO
BOARD CHAIRMAN





Dipattamenton Kontribusion yan Adu'ana

DEPARTMENT OF

REVENUE AND TAXATION

GOVERNMENT OF GUAM

Gubetnamenton Guahan

EDDIE BAZA CALVO, Governor, Maga'lahi
RAYMOND S. TENORIO, Lt. Governor, Tifente Gubetnadot

JOHN P. CAMACHO, Director, Direktot
MARIE M. BENITO, Deputy Director, Sigundo Direktot

CERTIFICATION

I hereby certify that an inspection of our records has been made and disclosed that:

NAME: KORANDO CORPORATION

ADDRESS: PO BOX 20538 BARRIGADA GU 96921

EIN/SSN: 66-0465445

Has no record with us.

Has liability with us.

Has not filed certain requirements.

Has no tax liability with us.
Note: DOES NOT INCLUDE REAL PROPERTY TAX.

OTHER: _____

Certified on: MARCH 27, 2014
(Date) CB72

FOR: *Stella F. San Nicolas*
STELLA F. SAN NICOLAS
Acting Supervisor, Collection Branch

CERTIFICATE OF INSURANCE

Cert#: 9098

ISSUE DATE (MM/DD/YY)
MAR 25 2014

PRODUCER

Takagi & Associates, Inc.
Suite 200 Flame Tree Plaza
540 Pale San Vitores Road
TUMON Guam 96913

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A Aioi Nissay Dowa Insurance Company, Limited

COMPANY LETTER

COMPANY LETTER

COMPANY LETTER

COMPANY LETTER

INSURED

Korando Corporation
P.O. Box 20538 GMF
Barrigada Guam 96921

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	BOP-00562	JUN 1 2013	JUN 1 2014	BODILY INJURY OCC	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY AGG	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS				PROPERTY DAMAGE OCC	\$
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE AGG	\$
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPER.				BI & PD COMBINED OCC	\$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL				BI & PD COMBINED AGG	\$ 1,000,000
	<input type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> BROAD FORM CGL				BROAD FORM AGG	\$ Included
<input checked="" type="checkbox"/> PERSONAL INJURY	PERSONAL INJURY AGG	\$ Included				
A	AUTOMOBILE LIABILITY	BAP-00760	JUN 1 2013	JUN 1 2014	BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per Accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS (Priv Pass)				PROPERTY DAMAGE	\$
	<input type="checkbox"/> ALL OWNED AUTO (Other than Priv Pass)				BODILY INJURY & PROPERTY DAMAGE COMBINED	\$ 1,000,000
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
<input type="checkbox"/> GARAGE LIABILITY						
<input checked="" type="checkbox"/> SPECIFICALLY DESCRIBED AUTOS						
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	BOP-00562	JUN 1 2013	JUN 1 2014	STATUTORY LIMITS	Guam PL-80
	EACH ACCIDENT				\$ 1,000,000	
	DISEASE-POLICY LIMIT				\$ 1,000,000	
	DISEASE-EACH EMPLOYEE				\$ 1,000,000	
OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Effective March 25, 2014, Department of Public Works is named as additional insured only with respect to the above General Liability and Automobile Liability policies for the project listed below.

Project No.: GU-NH-NBIS (007)

Project Name: Bile/Pigua Bridge Replacements

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.


AUTHORIZED REPRESENTATIVE

Name & Address of Insured Korando Corporation P.O. Box 20538 GMF Barrigada Guam 96921	Endorsement No.: 62439
	Effective Date: MAR 25 2014
	Policy Effective Date: JUN 1 2013
Policy: BAP-00760	Policy Expiry Date: JUN 1 2014
Date Issued: March 25, 2014	Endorsement Premium: \$0.00
Issued by: Aioi Nissay Dowa Insurance Company, Limited	Invoice #: 000101552
	Producer/Agent: BLC / Takagi & Associates, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This endorsement modifies insurance provided under the following:

It is hereby understood and agreed that the attached Endorsement No. AI-E1 is made a part of this policy, as requested by the Insured.

Acct. # : KOR_CORP
 TAA/SK

By: 
 Takagi & Associates, Inc.
 General Agent

Name of Insured: Korando Corporation

**ADDITIONAL INSURED – DESIGNATED PERSON
OR ORGANIZATION**

SCHEDULE

Name of Person(s) or Organization(s):

**Department of Public Works
and its respective officers, directors, agents and employees
542 North Marine Corps Drive
Tamuning Guam 96913**

**With respect to the following project:
Project No.: GU-NH-NBIS(007)
Project Name: Bile/Pigua Bridge Replacements**

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinabove set forth.

This endorsement is effective as of MAR 25 2014.

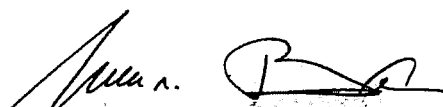
Attached to and forming part of Policy No. BAP-00760.
of Aioi Nissay Dowa Insurance Company, Limited.

Name & Address of Insured Korando Corporation P.O. Box 20538 GMF Barrigada Guam 96921	Endorsement No.: 62436
	Effective Date: MAR 25 2014
	Policy Effective Date: JUN 1 2013
Policy: BOP-00562	Policy Expiry Date: JUN 1 2014
Date Issued: March 25, 2014	Endorsement Premium: \$0.00
Issued by: Aioi Nissay Dowa Insurance Company, Limited	Invoice #: 000101550
	Producer/Agent: BLC / Takagi & Associates, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
 This endorsement modifies insurance provided under the following:

It is hereby understood and agreed that the attached **Endorsement No. AI-E1** is made a part of this policy, as requested by the Insured.

Acct. # : KOR_CORP
 TAA/SK

By: 
 Takagi & Associates, Inc.
 General Agent

Name of Insured: Korando Corporation

**ADDITIONAL INSURED – DESIGNATED PERSON
OR ORGANIZATION**

SCHEDULE

Name of Person(s) or Organization(s):

Department of Public Works
and its respective officers, directors, agents and employees
542 North Marine Corps Drive
Tamuning Guam 96913

With respect to the following project:
Project No.: GU-NH-NBIS(007)
Project Name: Bile/Pigua Bridge Replacements

WHO IS AN INSURED (SECTION II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy, except as hereinabove set forth.

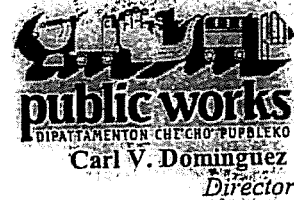
This endorsement is effective as of MAR 25 2014.

Attached to and forming part of Policy No. BOP-00562.
of Aioi Nissay Dowa Insurance Company, Limited.



The Honorable
EDDIE BAZA CALVO
Governor

The Honorable
RAY S. TENORIO
Lieutenant Governor



Carl V. Dominguez
Director

Jessie B. Palican
Deputy Director

ROW CERTIFICATION FOR CONSTRUCTION (With Exceptions)

Project Name: Bile & Pigua Bridges Reconstruction & Widening
Project No.: GU-NH-NBIS(003)(004)
Location: Route 4, Merizo
Letting Date: December 3, 2013

The undersigned hereby certifies as Follows:

Title to all property and easements needed for the above construction project is vested in the Government of Guam. The Government of Guam has obtained sufficient authority to occupy, use, construct, and maintain the proposed improvements on property and easements owned by the Government of Guam except for Lots 151WEST-1, 150-3-1-1, 150-3-1-R1, 150-1-R1 and 150-3-4,(pending Right-to-Enter Agreement for construction easement), Lot 150-R3(pending condemnation) and lot 149-3 (pending acquisition). Further:

Acquisition

- Right of way was not required for this project.
- Right of way was acquired for this project in compliance with the applicable Guam and Federal law.

Relocation

- No persons or businesses were required to move or move personal property from the project right of way.
- All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in conformance with applicable Guam and Federal law.

Demolition

- No structures or improvements, including encroachments, required removal from the project right of way.
- All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable Guam and Federal law or will be included in the construction contract.

Asbestos Abatement

- No structures or improvements requiring asbestos abatement were located on the project right of way.
- Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor has been completed in compliance with Guam and Federal law, or will be included in the construction contract.

Exception(s) to the above statements and time frame(s) for the exceptions to be cleared or removed **(60) days** from December 2, 2013.

Certified by: _____
Title: **Carl V. Dominguez, Director**

Date: 12/2/13



GTA Teleguam

Agreement No. UA-GTA-NBIS/007(001)

UTILITY AGREEMENT (FEDERAL-AID PROJECTS)

THIS AGREEMENT, made effective on the date of the last signature below, by and between the **DEPARTMENT OF PUBLIC WORKS, GOVERNMENT OF GUAM** (hereinafter called "DPW") whose address is 542 North Marine Corp Drive, Tamuning, Guam 96913, and **Teleguam Holdings LLC** (hereinafter called "GTA") whose address is 624 North Marine Corps Dr., Upper Tumon, Guam, 96931.

WITNESSETH THAT:

WHEREAS, DPW has scheduled improvements to the **Bile and Pigua Bridge Replacement** project (hereinafter described as the "**HIGHWAY PROJECT**"), and

WHEREAS, in 2007, DPW and the Federal Highway Administration ("FHWA") entered into a **STEWARDSHIP AGREEMENT** which established the framework for the Territorial Highway Program ("THP"), including the establishment of funding, eligible activities for federal participation, and roles and responsibilities of the signatories to develop, operate and maintain a federally compliant program, and

WHEREAS, pursuant to Section IX(B) of the Stewardship Agreement, the Department of Public Works has been designated as the authorizing agency to make final decisions for the Government of Guam in all matters related to the THP; and

WHEREAS, the **HIGHWAY PROJECT** will affect the utility facilities of the GTA which presently are within the highway right-of-way and will necessitate the removal and/or relocation

within the relocation schedule contained in **Exhibit C, Utility Work Schedule**. GTA will perform the work provided for in this agreement by the method checked below, in accordance with the provisions of 23 CFR 645.115:

BY COMPANY'S REGULAR FORCES

BY CONTRACT

COMPANY proposes to contract a portion of or all of the work covered by this Agreement. The items of work to be accomplished by contract are noted in the Estimate. The contract shall be awarded by COMPANY to the lowest qualified bidder based on an appropriate solicitation.

BY EXISTING CONTINUING CONTRACT

Subject to prior approval and inspection by the GOVERNMENT and the prior approval of the contract method by the Federal Highway Administration, Company proposes to use an existing continuing contract under which it is demonstrated that such work is regularly performed for the COMPANY under such contracts at reasonable costs.

BY HIGHWAY CONTRACTOR

COMPANY proposes to include a portion of or all of the work covered by this Agreement in the highway contract. The items of work to be included in the highway contract are as noted in the Estimate.

3. It is mutually agreed by and between the parties hereto that the GTA, a utility contractor, or the highway contractor shall perform the required work within the estimated costs contained in **Exhibit D, Utility Estimate Summary**. Credits for accrued depreciation and/or betterment of the facility, as discussed in 23 CFR 645.117(h), should be included in the estimate.

4. The DPW Highway Contractor shall advise GTA of the date on which the work is expected to begin and is expected to end.

of said facilities and/or the installation of new facilities as described in **Exhibit A, Description and Scope of Utility Work** in accordance with the provisions of Sec.645.115, and 635.410 of 23 CFR; and

WHEREAS, pursuant to article 24 of that certain Ground Lease dated December 31, 2004, entered into between GTA and the GOVERNMENT, and evidenced by the Memorandum of Ground Lease recorded in the Department of Land Management on January 3, 2005, as Instrument No. 702261, GTA has a contractual right to quiet enjoyment of all parcels and portions demised by the Ground Lease; and

WHEREAS, the present location of the utility facilities is included within a parcel comprising a portion demised by the Ground Lease, and therefore GTA has a documented interest in said location.

WHEREAS, all work performed under this agreement shall be in accordance with the provisions set forth in the Title 23, Code of Federal Regulations, Part 645, Subparts A and B (23 CFR 645A & B); and also in accordance with Title 21, G.C.A. Chapter 71 and Title 5, G.C.A. Chapter 53; and other applicable Federal or Guam laws or regulations.

NOW, THEREFORE, in consideration of the foregoing premises, it is mutually agreed by the parties hereto that the removal, relocation and/or adjustment of GTA's existing facilities and/or the installation of new facilities as a result of the Highway Project be performed in accordance with the following terms and conditions:

1. It is mutually agreed by and between the parties hereto that () DPW, (X) GTA, () Utility Contractor, and/or (X) Highway Contractor shall perform the necessary work to the GTA's utility facilities in compliance with 23 CFR 645.113, as shown on the plans and specifications within **Exhibit B, Plans, Specifications and Details for Utility and Roadway Work**.
2. It is mutually agreed by and between the parties hereto that the required work shall be

5. It is mutually agreed by and between the parties hereto that the estimated costs and share of costs to perform or cause to be performed the required work is:

Option 1=\$191,688.00, Option 2=\$184,328.00

Government Share Option 1=\$199,688.00, Option 2=\$184,328.00

GTA Share \$0.00*

*Notwithstanding GTA's Share cost being \$0.00, GTA agrees to provide the betterments (e.g., PVC conduit with pull chords, PVC Caps, etc.) listed in EXHIBIT A: DESCRIPTION & SCOPE OF UTILITY WORK, Section Entitled, UTILITY WORK BY UTILITY AGENCY/OWNER(GTA).

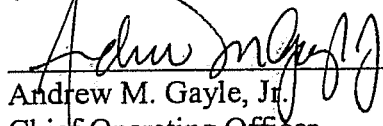
The parties agree that DPW will decide which Option to use and that it will provide GTA notification of such on or after the Project Pre-Construction meeting.

6. The DPW Highway Contractor shall conform to all applicable Federal and Guam laws and regulations for the work proposed under this Agreement.
7. The DPW Highway Contractor and the GTA will coordinate all work associated with this project to minimize any adverse impacts.
8. As mutually agreed by DPW and GTA, all engineering activities associated with the required work may be done by **any of the following: (1) DPW or GTA engineering forces if the parties determine this is appropriate; (2) an engineering consultant selected by DPW if either DPW or Federal-aid Highway Funds are used; or (3) an engineering consultant selected by GTA if GTA funds are used.** If Federal-aid highway funds are used for engineering such work shall be accomplished in accordance with the provisions set forth in 23 CFR 645.109 and 23 CFR 172 and the standards required under this Agreement. **Federal-aid highway funds will be used for engineering work, which is being performed by a DPW engineering consultant.**

9. The DPW and the Federal Highway Administration shall have the right to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. The GTA shall furnish a listing on final billings of major items not eligible for salvage credit, and the reasons. This requirement will be satisfied by the GTA giving notice to the DPW of the time and place the materials will be available for inspection. This notice is the responsibility of the GTA and it may be held accountable for full value of materials disposed of without notice.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers effective on the date of the last signature below.

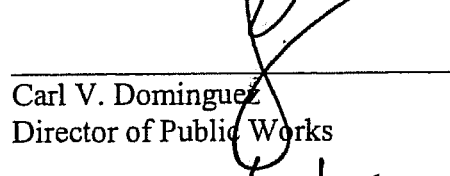
TELEGUAM HOLDINGS LLC
(GTA)



Andrew M. Gayle, Jr.
Chief Operating Officer

Date: 3/17/14

DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM



Carl V. Dominguez
Director of Public Works

Date: 3/26/14

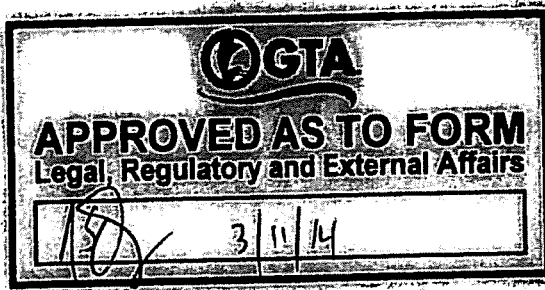




EXHIBIT A: DESCRIPTION & SCOPE OF UTILITY WORK

DPW Project No.: GU-NH-NBIS(007)	Utility Agreement No.: UA-GPA-NBIS/007(002)
Village: Merizo	Route No.: 4
Project Title: Bile/Pigua Bridge Replacement	
Utility Agency/Owner (UAO): GTA	
GENERAL DESCRIPTION OF UTILITY WORK	
<p>The Department of Public Works (DPW), in cooperation with the Federal Highway Administration (FHWA) is executing the Bile/Pigua Bridge Replacement project. The work will be accomplished by a design-bid-build contract administered by DPW. The current plans allows for the possibility of an alternative bid. The two bid options are: Option 1-Box Girder Bridge, and Option 2: Three-sided Culvert (Contech Bridge). GTA has existing infrastructure within the project limits that will require relocation to accommodate the proposed roadway improvements.</p> <p>The utility work is expected to include, but may not be limited to; the permanent relocation of GTA facilities in conflict with improvements including but not limited to; the relocation of GTA copper and fiber optic cables and conduit and appurtenances, and removal and relocation of pedestals and/or copper cables. Work shall be performed per the most current plans and specifications.</p>	
UTILITY WORK BY DPW CONTRACTOR	
<p>DPW's Contractor shall coordinate with GTA to identify and confirm the locations of GTA facilities in the field, apply for excavation clearance, schedule outages as necessary to perform the relocation work, and to coordinate with GTA on inspections and testing of facilities. DPW's Contractor will construct all permanent and temporary facilities including providing all materials, labor, and equipment. DPW's contractor shall provide 30 days advanced notice to GTA prior to any work on GTA facilities. DPW's contractor shall hire one of GTA's approved subcontractors for any cabling work or handling of GTA facilities.</p>	
UTILITY WORK BY DPW	
<p>DPW shall; notify GTA prior to beginning of work on said facilities, coordinate any changes in the construction schedule with GTA, coordinate any design related changes to the Appendix A Plans, submit material certifications, and shop drawings to GTA for recommendation, furnish as-built drawings to GTA for acceptance, and in writing, request for acceptance of finished work.</p>	
UTILITY WORK BY UTILITY AGENCY/OWNER (GTA)	
<p>GTA shall work with the contractor to determine the location of existing GTA facilities. GTA shall be responsible for the inspection and approval of the construction of GTA facilities. GTA will review and recommend submittals and shop drawings in a timely fashion (not to exceed 13 business days from date received), inspect the construction work in progress, and accept the completed work. GTA shall be responsible for actuating any required outages, and notifying customers in advance of outages. GTA shall test both copper and fiber optic cables prior to and after relocation work and approve the work. However, in the event DPW's contractor interrupts utility service outside of the agreed upon schedule, DPW's Contractor shall notify DPW and GTA. GTA shall attend the project preconstruction meeting and provide contact information for GTA's inspector.</p> <p>GTA has agreed to provide the following: 475 ft of 2" PVC Schedule 40 conduit with pull chords, 1,175 ft of 4" PVC Schedule 40 conduit with pull chords, 4-2-Inch PVC Caps, 4-4-Inch PVC Caps, and 4-Fiber Optic Shutter boxes.</p>	



EXHIBIT B: PLANS, SPECIFICATIONS AND DETAILS FOR UTILITY AND ROADWAY WORK

DPW Project No.: GU-NH-NBIS(007)	Utility Agreement No.: UA-GPA-NBIS/007(002)
Village: Merizo	Route No.: 4
Project Title: Bile/Pigua Bridge Replacement	
Utility Agency/Owner (UAO): GTA	
PLANS AND DETAILS	
<p>See Appendix A Plans, latest contract bid plans for the relocation, and adjustment of GTA facilities and appurtenances. The latest contract bid plans shall take precedence over Appendix A Plans. DPW will coordinate any plan changes with GTA. As-built drawings will be provided to GTA by DPW, prior to closing of the project contract.</p>	
SPECIFICATIONS	
<p>The design and construction of GTA facilities shall conform to GTA standards. GTA's adopted standards include; National Electric Code, National Electric Safety Code, GTA Standard drawings, Guam Code Annotated, and USDA RUS Outside Plant Specifications. The design and construction of DPW facilities in conjunction with the above mentioned work shall conform to the material and construction requirements specified in FP-03, DPW standard drawings, and the latest revisions to the special contract requirements.</p>	



**EXHIBIT C: UTILITY WORK SCHEDULE
 (ESTIMATED SEQUENCE OF ACTIVITIES)**

DPW Project No.: GU-NH-NBIS(007)		Utility Agreement No.: UA-GPA-NBIS/007(002)		
Village: Merizo		Route No.: 4		
Project Title: Bile/Pigua Bridge Replacement				
Utility Agency/Owner (UAO): GTA				
ESTIMATED ACTIVITY DURATION SCHEDULE				
ACTIVITY NUMBER	DESCRIPTION OF UTILITY WORK	RESPONSIBLE PARTY	DEPENDENT ACTIVITIES	DURATION
1	Apply for Work Clearance	HIGHWAY CONTRACTOR	N/A	Milestone
2	Field locate and mark existing utilities	GTA	1	1 working day
3	Coordination of relocation plan with GTA and GTA-approved subcontractor	HIGHWAY CONTRACTOR	1	1 working day
3A	Submit shop drawings and material submittals	HIGHWAY CONTRACTOR	3	5 working days
3B	Review and approve shop drawing and material submittals	GTA	3A	13 working days
4	Advance notification of work on GTA facilities	HIGHWAY CONTRACTOR	3B	30 days
5	Utility Testing of cables	GTA	1	1 working day
6	Exposing of cables/conduits	HIGHWAY CONTRACTOR	3B and 5	3 working days
7	Request for outage	HIGHWAY CONTRACTOR	4 and 5	30 days



**EXHIBIT C: UTILITY WORK SCHEDULE
 (ESTIMATED SEQUENCE OF ACTIVITIES)**

DPW Project No.: GU-NH-NBIS(007)		Utility Agreement No.: UA-GPA-NBIS/007(002)		
Village: Merizo		Route No.: 4		
Project Title: Bile/Pigua Bridge Replacement				
Utility Agency/Owner (UAO): GTA				
ESTIMATED ACTIVITY DURATION SCHEDULE (Cont.)				
8	Effectuate outage	GTA	7	20 minutes
9	Relocation/adjustment	HIGHWAY CONTRACTOR	8	5 working days
10	Inspection of permanent relocation	GTA	9	1 working day
11	Backfilling/compacting and grading	HIGHWAY CONTRACTOR	10	1 working day
12	Testing of cables	GTA	9	1 working day
13	As-builts	HIGHWAY CONTRACTOR	12	
14	Formal acceptance of work	GTA	13	



EXHIBIT D: UTILITY ESTIMATE SUMMARY

DPW Project No.: GU-NH-NBIS(007)	Utility Agreement No.: UA-GPA-NBIS/007(002)	
Village: Merizo	Route No.: 4	
Project Title: Bile/Pigua Bridge Replacement		
Utility Agency/Owner (UAO): GTA		
TYPE OF WORK ESTIMATED		
Type of Work	Work Performed by GTA	Work Performed by DPW Contractor
Shop Drawing/Material Certification Review	GTA forces	N/A
Inspection and Testing	GTA forces	N/A
Relocation/Installation	N/A	Design Bid-Build Contract
ESTIMATE SUMMARY		
Item	Work Performed by GTA*	Work Performed by DPW Contractor**
A. Preliminary Engineering	\$0.00	\$0.00
B. R/W (Acquisition Only)	\$0.00	\$0.00
C. Construction Engineering	\$0.00	\$0.00
D. Construction Labor	\$0.00	*
E. Materials & Supplies	\$0.00	*
F. Materials Handling Charges	\$0.00	*
G. Transportation & Equipment	\$0.00	*
H. Contract Construction	\$0.00	Option 1: \$199,688.00 Option 2: \$184,328.00
I. Miscellaneous Expense: Labor (Inspection, testing and reviews)	\$0.00	*
J. General Overhead Cost (.00%)	\$0.00	*
K. TOTAL RELOCATION COSTS (A+B+C+D+E+F+G+H+I+J)	\$0.00	Option 1: \$199,688.00 Option 2: \$184,328.00
L. Salvage	\$0.00	\$0.00
M. Betterment	\$0.00	\$0.00
N. Expired Service Life	\$0.00	\$0.00
O. Nonreimbursable	\$0.00	\$0.00
P. TOTAL CREDITS (L+M+N+O)	\$0.00	\$0.00
Q. TOTAL REIMBURSABLE COSTS	\$0.00	\$0.00

*Cost for these items is included in Item H
 **Source: Engineer's Estimate of Probable Construction Cost



The Guam Waterworks Authority

Agreement No. UA-GWA-NBIS/007(001)

UTILITY AGREEMENT (FEDERAL-AID PROJECTS)

THIS AGREEMENT, made effective on the date of the last signature below, by and between the **DEPARTMENT OF PUBLIC WORKS, GOVERNMENT OF GUAM** (hereinafter called "DPW") whose address is 542 North Marine Corps Drive, Tamuning, Guam 96913, and **GUAM WATERWORKS AUTHORITY** (hereinafter called "GWA") whose address is P.O. Box 3010, Hagatna, Guam 96910.

WITNESSETH THAT:

WHEREAS, DPW has scheduled the **Bile/Pigua Bridge Replacement** project (hereinafter described as the "**HIGHWAY PROJECT**"), and

WHEREAS, in 2007, DPW and the Federal Highway Administration ("FHWA") entered into a **STEWARDSHIP AGREEMENT** which established the framework for the Territorial Highway Program ("THP"), including the establishment of funding, eligible activities for federal participation, and roles and responsibilities of the signatories to develop, operate and maintain a federally compliant program, and

WHEREAS, pursuant to Section IX(B) of the Stewardship Agreement, the Department of Public Works has been designated as the authorizing agency to make final decisions for the Government of Guam in all matters related to the THP; and

WHEREAS, the **HIGHWAY PROJECT** will affect the utility facilities of the GWA which presently are within the highway right-of-way and will necessitate the removal and/or relocation

BY GWA'S REGULAR FORCES

BY CONTRACT

GWA proposes to contract a portion of or all of the work covered by this Agreement. The items of work to be accomplished by contract are noted in the Estimate. The contract shall be awarded by GWA to the lowest qualified bidder based on an appropriate solicitation.

BY EXISTING CONTINUING CONTRACT

Subject to prior approval and inspection by DPW and the prior approval of the contract method by the Federal Highway Administration, GWA proposes to use an existing continuing contract under which it is demonstrated that such work is regularly performed for GWA under such contracts at reasonable costs.

BY HIGHWAY CONTRACTOR

GWA proposes to include a portion of or all of the work covered by this Agreement in the highway contract. The items of work to be included in the highway contract are as noted in the Estimate.

3. It is mutually agreed by and between the parties hereto that GWA, a utility contractor, or the highway contractor shall perform the required work within the estimated costs contained in **Exhibit D, Utility Estimate Summary**. Credits for accrued depreciation and/or betterment of the facility, as discussed in 23 CFR 645.117(h), should be included in the estimate.
4. It is mutually agreed by and between the parties hereto that the estimated costs and share of costs to perform or cause to be performed the required work is

Option 1=\$170,930.00, Option 2=\$122,465.00

DPW's Share Option 1=\$170,930.00, Option 2=\$122,465.00

GWA's Share Option 1=\$0.00; Option 2=\$0.00

an engineering consultant selected by GWA if GWA funds are used. If Federal-aid highway funds are used for engineering such work shall be accomplished in accordance with the provisions set forth in 23 CFR 645.109 and 23 CFR 172 and the standards required under this Agreement. Federal-aid highway funds will be used for engineering work, which is being performed by a DPW engineering consultant.

8. GWA shall perform all work and salvage under this Agreement in accordance with its Service Regulations and applicable environmental and labor laws and regulations, as well as with all applicable Guam and Federal laws and regulations.
9. DPW, Highway Contractor and GWA will coordinate all work associated with this project to minimize any adverse impacts, including, but not limited to, service outages for water and sewage spills.
10. Under no circumstances will either party be responsible to the other, for any costs incurred by them during their performance under this Agreement unless noted otherwise in this Agreement.
11. DPW and DPW's Contractor shall provide a safe working environment for GWA's Employees to perform their duties required under this Agreement.
12. After acceptance of work on GWA facilities by DPW's Highway contractor, the ownership and maintenance of such facilities is the sole responsibility of GWA.



EXHIBIT A: DESCRIPTION & SCOPE OF UTILITY WORK

DPW Project No.: GU-NH-NBIS(007)	Utility Agreement No.: UA-GWA-NBIS/007(001)
Village: Merizo	Route No.: 4
Project Title: Bile/Pigua Bridge Replacement	
Utility Agency/Owner (UAO): Guam Waterworks Authority (GWA)	
GENERAL DESCRIPTION OF UTILITY WORK	
<p>The Department of Public Works (DPW), in cooperation with the Federal Highway Administration (FHWA) is executing the Bile/Pigua Bridge Replacement project. The work will be accomplished by a design-bid-build contract administered by DPW. The current plans allows for the possibility of an alternative bid. The two bid options are: Option 1-Box Girder Bridge, and Option 2: Three-sided Culvert. The Guam Waterworks Authority (GWA) has existing infrastructure within the project limits that will require relocation to accommodate the proposed roadway improvements.</p> <p>The utility work is expected to include, but may not be limited to; the temporary and permanent relocation of GWA's existing 8-inch waterline and appurtenances, the removal and disposal of existing 8-inch waterline and appurtenances, construction and installation of temporary and permanent waterline supports, relocation of water valves, service laterals, fire hydrant, water meters, and the adjustment of existing valve boxes and sewer manholes to finished grade for both Bile and Pigua Bridge. Work shall be performed per the most current plans and specifications.</p>	
UTILITY WORK BY DPW CONTRACTOR	
<p>DPW's Contractor shall coordinate with GWA to identify and confirm the locations of GWA facilities; resolve any utility conflicts with the proposed highway improvements where relocations are necessary, apply for excavation clearance; schedule water outages as necessary to perform the relocation work; and to coordinate with GWA on inspections of facilities, and changes in the construction schedule. DPW's Contractor shall construct the facilities including providing all material, labor, and equipment necessary for the relocation, and adjustment of the said work, subject to GWA's approval. The contractor will also submit shop drawings and material submittals for applicable material and layouts to GWA for approval.</p>	
UTILITY WORK BY DPW	
<p>DPW shall; notify GWA prior to beginning of work on said facilities, coordinate any design related changes to the Appendix A Plans, submit material certifications, and shop drawings to GWA for approval, furnish as-built drawings to GWA for acceptance, and in writing, request for acceptance of finished work.</p>	
UTILITY WORK BY UTILITY AGENCY/OWNER (GWA)	
<p>GWA shall be responsible for the inspection and acceptance of water/sewer appurtenance relocation/modification work; locating of existing underground and above ground GWA owned utility facilities; review/recommendation/acceptance of shop drawings and material submittals; and approval of design changes and construction of the work related to the utilities infrastructure. GWA shall inspect the in-progress construction of facilities and accept the completed work. All reviews/approvals/acceptances shall be addressed in a timely fashion as to not delay the contractors work. GWA shall attend the project preconstruction meeting and provide contact information for GWA's inspector.</p>	



**EXHIBIT C: UTILITY WORK SCHEDULE
 (ESTIMATED SEQUENCE OF ACTIVITIES)**

DPW Project No.: GU-NH-NBIS(007)		Utility Agreement No.: UA-GWA-NBIS/007(001)		
Village: Merizo		Route No.: 4		
Project Title: Bile/Pigua Bridge Replacement				
Utility Agency/Owner (UAO): Guam Waterworks Authority (GWA)				
ESTIMATED ACTIVITY DURATION SCHEDULE				
Bile and Pigua Bridge (8-inch water main relocation)				
ACTIVITY NUMBER	DESCRIPTION OF UTILITY WORK	RESPONSIBLE PARTY	DEPENDENT ACTIVITIES	DURATION
1	Apply for work clearance	HIGHWAY CONTRACTOR	N/A	Milestone
2	Field locate and mark existing utilities	GWA	1	1 working day
3	Submit temporary waterline relocation plan and material submittals	HIGHWAY CONTRACTOR	1	5 working days
4	Review and approve temporary waterline relocation plan and material submittals.	GWA	3	5 working days
5	Temporary waterline installation	HIGHWAY CONTRACTOR	4	21 working days
6	Temporary waterline inspection	GWA	5	2 working day
7	Temporary waterline testing	HIGHWAY CONTRACTOR	6	5 working days
8	Review and approve test results	GWA	7	2 working day
9	Submit water outage request/plans (for temporary waterline connection)	HIGHWAY CONTRACTOR	2	1 working day
10	Review and approve water outage request/plans (for temporary waterline connection)	GWA	9	2 working days
11	Water outage for temporary waterline connection	GWA	10	8 hours
12	Dewatering and disposing of drained water from existing main	HIGHWAY CONTRACTOR	11	8 hours



**EXHIBIT C: UTILITY WORK SCHEDULE
 (ESTIMATED SEQUENCE OF ACTIVITIES)**

DPW Project No.: GU-NH-NBIS(007)		Utility Agreement No.: UA-GWA-NBIS/007(001)		
Village: Merizo		Route No.: 4		
Project Title: Bile/Pigua Bridge Replacement				
Utility Agency/Owner (UAO): Guam Waterworks Authority (GWA)				
ESTIMATED ACTIVITY DURATION SCHEDULE				
Bile and Pigua Bridge (8-inch water main relocation) (Continued)				
ACTIVITY NUMBER	DESCRIPTION OF UTILITY WORK	RESPONSIBLE PARTY	DEPENDENT ACTIVITIES	DURATION
26	Permanent waterline connection to existing waterline	HIGHWAY CONTRACTOR	25	8 hours
27	Inspection of permanent waterline connection	GWA	26	1 working day
28	Testing of permanent waterline.	HIGHWAY CONTRACTOR	27	7 working days
29	Review and approve test results	GWA	28	2 working day
30	Backfilling/compacting/grading and paving (permanent waterline).	HIGHWAY CONTRACTOR	29	8 working days
31	As-builts	HIGHWAY CONTRACTOR	30	
32	Formal acceptance of work	GWA	31	
Note: Activity schedule above is an estimate. For more accurate work details and durations, coordinate with DPW's utility coordinator and/or Construction Manager/Resident Engineer during construction.				



EXHIBIT D: UTILITY ESTIMATE SUMMARY

DPW Project No.: GU-NH-NBIS(007)		Utility Agreement No.: UA-GWA-NBIS/007(001)
Village: Merizo		Route No.: 4
Project Title: Bile/Pigua Bridge Replacement		
Utility Agency/Owner (UAO): Guam Waterworks Authority (GWA)		
TYPE OF WORK ESTIMATED		
Type of Work	Work Performed by GWA	Work Performed by DPW Contractor
Shop Drawing/Material Certification Review	GWA Forces	N/A
Inspection	GWA Forces	N/A
Relocation/Installation	N/A	Design Bid-Build Contract
COST ESTIMATE SUMMARY		
Item	Work Performed by GWA	Work Performed by DPW Contractor**
A. Preliminary Engineering	\$0.00	\$0.00
B. R/W (Acquisition Only)	\$0.00	\$0.00
C. Construction Engineering	\$0.00	\$0.00
D. Construction Labor	\$0.00	***
E. Materials & Supplies	\$0.00	***
F. Materials Handling Charges	\$0.00	***
G. Transportation & Equipment	\$0.00	***
H. Contract Construction	\$0.00	Option 1: \$170,930.00** Option 2: \$122,465.00**
I. Miscellaneous Expense	\$0.00	***
J. General Overhead Cost	\$0.00	***
K. TOTAL RELOCATION COSTS (A+B+C+D+E+F+G+H+I+J)	\$0.00	Option 1: \$170,930.00** Option 2: \$122,465.00**
L. Salvage	\$0.00	\$0.00*
M. Betterment	\$0.00	\$0.00
N. Expired Service Life	\$0.00	\$0.00
O. Nonreimbursable	\$0.00	\$0.00
P. TOTAL CREDITS (L+M+N+O)	\$0.00	\$0.00
Q. TOTAL REIMBURSABLE COSTS	\$0.00	\$0.00

*Refer to page 4 number 6.

**Source: Engineer's Estimate of Probable Construction Cost (Option 1 cost/Option 2 cost)

***Cost for these items are included in item H



Guam Power Authority

Agreement No. UA-GPA-NBIS/007(002)

UTILITY AGREEMENT (FEDERAL-AID PROJECTS)

THIS AGREEMENT, made effective on the date of the last signature below, by and between the **DEPARTMENT OF PUBLIC WORKS, GOVERNMENT OF GUAM** (hereinafter called "DPW") whose address is 542 North Marine Corp Drive, Tamuning, Guam 96913, and **GUAM POWER AUTHORITY** (hereinafter called "GPA") whose address is P.O. Box 2977 Hagatna, Guam 96932.

WITNESSETH THAT:

WHEREAS, DPW has scheduled improvements to the **Bile/Pigua Bridge Replacement** project (hereinafter described as the "**HIGHWAY PROJECT**"), and

WHEREAS, in 2007, DPW and the Federal Highway Administration ("FHWA") entered into a **STEWARDSHIP AGREEMENT** which established the framework for the Territorial Highway Program ("THP"), including the establishment of funding, eligible activities for federal participation, and roles and responsibilities of the signatories to develop, operate and maintain a federally compliant program, and

WHEREAS, pursuant to Section IX(B) of the Stewardship Agreement, the Department of Public Works has been designated as the authorizing agency to make final decisions for the Government of Guam in all matters related to the THP; and

WHEREAS, the **HIGHWAY PROJECT** will affect the utility facilities of the GPA which presently are within the highway right-of-way and will necessitate the removal and/or relocation

of said facilities and/or the installation of new facilities as described in **Exhibit A, Description and Scope of Utility Work** in accordance with the provisions of Sec.645.115 and 635.410 of 23 CFR; and

WHEREAS, pursuant to 12 G.C.A. Section 8103, the GPA is a public corporation of the Government of Guam. And whereas further, pursuant to 12 Guam Code Annotated (G.C.A.) Section 8104(6), the GPA is authorized to construct works along or across any street or public highway or watercourse, or over any of the lands which are the property of the DPW, and therefore has a documented interest in the location of utility facilities.

WHEREAS, all work performed by DPW's Contractor under this agreement shall be in accordance with the provisions set forth in the Title 23, Code of Federal Regulations, Part 645, Subparts A and B (23 CFR 645A & B); and also in accordance with Title 21, G.C.A. Chapter 71 and Title 5, G.C.A. Chapter 53; and other applicable Federal or Guam laws or regulations.

NOW, THEREFORE, in consideration of the foregoing premises, it is mutually agreed by the parties hereto that the removal, relocation and/or adjustment of GPA's existing facilities and/or the installation of new facilities as a result of the Highway Project be performed in accordance with the following terms and conditions:

1. It is mutually agreed by and between the parties hereto that () DPW, (X) GPA, () Utility Contractor, and/or (X) Highway Contractor shall perform the necessary work to the GPA's utility facilities in compliance with 23 CFR 645.113, as shown on the approved plans and specifications within **Exhibit B, Plans, Specifications and Details for Utility and Roadway Work**.
2. It is mutually agreed by and between the parties hereto that the required work shall be within the relocation schedule contained in **Exhibit C, Utility Work Schedule**.
3. It is mutually agreed by and between the parties hereto that the GPA will provide the staff to inspect and approve the design and construction of the utility relocation work

performed by the HIGHWAY CONTRACTOR. The GPA will review and approve construction submittals as requested, inspect the construction work in progress, and accept the completed work. The GPA will provide line crews and switchmen to effect the required power outages in accordance with the HIGHWAY CONTRACTOR's GPA-approved power outage plans. The costs incurred by GPA for power outages shall be paid on a time and material basis by the HIGHWAY CONTRACTOR.

4. It is mutually agreed by and between the parties hereto that GPA, a utility contractor, or the highway contractor shall perform the required work within the estimated costs contained in **Exhibit D, Utility Estimate Summary**. Credits for accrued depreciation and/or betterment of the facility, as discussed in 23 CFR 645.117(h), should be included in the estimate.

5. It is mutually agreed by and between the parties hereto that the estimated costs and share of costs to perform or cause to be performed the required work is

\$ 155,000.00

DPW's Share \$ 155,000.00

GPA's Share \$0.00

6. As mutually agreed by DPW and GPA, all engineering activities associated with the required work may be done by **any of the following: (1) DPW or GPA engineering forces if the parties determine this is appropriate; or (2) an engineering consultant selected by DPW if either DPW or Federal-aid Highway Funds are used.** If Federal-aid highway funds are used for engineering such work shall be accomplished in accordance with the provisions set forth in 23 CFR 645.109 and 23 CFR 172 and the standards required under this Agreement. **Federal-aid highway funds will be used for engineering work, which is being performed by a DPW engineering consultant.**

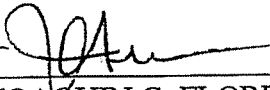
7. GPA shall perform all work and salvage under this Agreement in accordance with its Service Regulations and applicable environmental and labor laws and regulations, as well

as with all applicable Guam and Federal laws and regulations.

8. The DPW Highway Contractor shall advise the GPA of the date on which the work is expected to begin and is expected to end.
9. The DPW Highway Contractor shall conform to all applicable Federal and Guam laws and regulations for the work proposed under this Agreement.
10. The DPW Highway Contractor and the GPA will coordinate all work associated with this project to minimize any adverse impacts.
11. DPW and DPW's Contractor shall provide a safe working environment for GPA's Employees to perform their duties required under this Agreement.
12. After acceptance of work on GPA facilities by DPW's Highway contractor, the ownership and maintenance of such facilities is the sole responsibility of GPA.
13. This agreement shall supersede the previous Agreement No. UA-GPA-NBIS/007(001) dated 03.14.13.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers effective on the date of the last signature below.

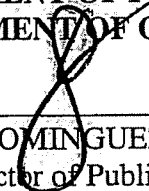
GUAM POWER AUTHORITY

JCF


JOAQUIN C. FLORES, P.E.
GPA General Manager

Date: 4/14/14

**DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM**



CARL V. DOMINGUEZ
Acting Director of Public Works

Date: 5/16/14



EXHIBIT A: DESCRIPTION & SCOPE OF UTILITY WORK

DPW Project No.: GU-NH-NBIS(007)	Utility Agreement No.: UA-GPA-NBIS/007(002)
Village: Merizo	Route No.: 4
Project Title: Bile/Pigua Bridge Replacement	
Utility Agency/Owner (UAO): Guam Power Authority (GPA)	
GENERAL DESCRIPTION OF UTILITY WORK	
<p>The Department of Public Works (DPW), in cooperation with the Federal Highway Administration (FHWA) is executing the Bile/Pigua Bridge Replacement project. The work will be accomplished by a design-bid-build contract administered by DPW. The current plans allows for the possibility of an alternative bid. The two bid options are: Option 1-Box Girder Bridge, and Option 2: Three-sided Culvert (Conspan Bridge). The Guam Power Authority (GPA) has existing infrastructure within the project limits that will require relocation to accommodate the proposed roadway improvements.</p> <p>The utility work is expected to include, but may not be limited to; the removal of four (4) existing power poles and appurtenances, relocation of one (1) power pedestal, adjustment of electrical service lines affected by power pole relocation work, and the construction of eight (8) new GPA power pole and appurtenances. Details of work are referenced in the most current bid documents and drawings.</p>	
UTILITY WORK BY DPW CONTRACTOR	
<p>DPW's Contractor shall coordinate with GPA to identify and confirm the locations of GPA facilities, and resolve any utility conflicts with the proposed highway improvements where relocations are necessary, apply for work clearance, schedule outages as necessary to perform the relocation work, and to coordinate with GPA on inspections of facilities. DPW's Contractor shall construct the facilities including providing all materials, labor, and equipment subject to GPA's approval. In all cases, DPW's Contractor shall seek to limit the length of outages as much as practicable.</p> <p>The DPW contractor shall submit an outage plan, furnish and erect new power poles providing all labor, material, and equipment necessary for the relocation of the overhead power lines and appurtenances.</p>	
UTILITY WORK BY DPW	
<p>DPW shall; notify GPA prior to beginning of work on said facilities, coordinate any changes in the construction schedule with GPA, coordinate any design related changes to the Appendix A Plans, submit material certifications, and shop drawings to GPA for recommendation, furnish as-built drawings to GPA for acceptance, and in writing, request for acceptance of finished work.</p>	



EXHIBIT A: DESCRIPTION & SCOPE OF UTILITY WORK

DPW Project No.: GU-NH-NBIS(007)	Utility Agreement No.: UA-GPA-NBIS/007(002)
Village: Merizo	Route No.: 4
Project Title: Bile/Pigua Bridge Replacement	
Utility Agency/Owner (UAO): Guam Power Authority (GPA)	
UTILITY WORK BY UTILITY AGENCY/OWNER (GPA)	
<p>GPA shall be responsible for the inspection of electrical appurtenance modification work, locating of existing underground and above ground GPA owned utility facilities, review/recommendation/acceptance of shop drawings and material submittals, and approval of design changes and construction of the work related to the utilities infrastructure. GPA shall inspect the in-progress construction of facilities and accept the completed work. All reviews/approvals/acceptances shall be addressed in a timely fashion as to not delay the contractors work. GPA shall attend the project preconstruction meeting and provide contact information for GPA's inspector.</p> <p>GPA shall remove and replace the existing non-NESC conforming electrical service connection to current NESC standards for Lot 150-1 (southwest corner of Bile Bridge) prior to DPW's Bile/Pigua Bridge Replacement Project (See Appendix D Estimated Construction Schedule). GPA shall perform all relocation work per Appendix B drawing, and locate the new 35 ft power pole based on Appendix C drawing. All archaeological approvals and costs, which includes but is not limited to; coordination, consultation with the State Historic Preservation Office, monitoring, and data recovery, that are associated with the installation of the new 35 ft power pole shall be borne by GPA.</p> <p>GPA shall provide one (1) new 55 ft GPA approved concrete transmission pole which is a credit from the Agfayan Bridge project to the Bile/Pigua Bridge project, since the pole for the Agfayan Bridge project was no longer needed. The contractor is responsible for picking up the pole from GPA's Dededo pole Yard.</p>	



EXHIBIT B: PLANS, SPECIFICATIONS AND DETAILS FOR UTILITY AND ROADWAY WORK

DPW Project No.: GU-NH-NBIS(007)	Utility Agreement No.: UA-GPA-NBIS/007(002)
Village: Merizo	Route No.: 4
Project Title: Bile/Pigua Bridge Replacement	
Utility Agency/Owner (UAO): Guam Power Authority (GPA)	
PLANS AND DETAILS	
<p>See Appendix A Plans, and the latest contract bid plans for the relocation and adjustment of GPA facilities and appurtenances. The latest contract bid plans shall take precedence over Appendix A Plans. DPW will coordinate any plan changes with GPA. As-built drawings will be provided to GPA by DPW, prior to closing of the project contract.</p> <p>See Appendix B and C Drawings for work which is to be performed by GPA prior to DPW's Highway project.</p>	
SPECIFICATIONS	
<p>The design and construction of GPA facilities shall conform to GPA standards. GPA's adopted standards include; GPA Standard drawings, GPA Standard Specifications, National Electric Code, National Electric Safety Code, and Guam Code Annotated. The design and construction of DPW facilities in conjunction with the above mentioned work shall conform to the material and construction requirements specified in FP-03, DPW standard drawings, and the latest revisions to the special contract requirements.</p>	



**EXHIBIT C: UTILITY WORK SCHEDULE
 (ESTIMATED SEQUENCE OF ACTIVITIES)**

DPW Project No.: GU-NH-NBIS(007)		Utility Agreement No.: UA-GPA-NBIS/007(002)		
Village: Merizo		Route No.: 4		
Project Title: Bile/Pigua Bridge Replacement				
Utility Agency/Owner (UAO): Guam Power Authority (GPA)				
ESTIMATED ACTIVITY DURATION SCHEDULE				
ACTIVITY NUMBER	DESCRIPTION OF UTILITY WORK	RESPONSIBLE PARTY	DEPENDENT ACTIVITIES	DURATION
1	Relocate non-conforming electrical service connection for lot 150-1	GPA	N/A	Milestone
2	Submit power outage request/plans.	HIGHWAY CONTRACTOR	1	Milestone
3	Review and approve power outage request/plans.	GPA	2	5 working days
4	Power Isolation at existing poles (Power outage) for pre-boring.	GPA	3	7 hours
5	Pre-bore pole foundations.	HIGHWAY CONTRACTOR	4	7 hours
6	Construct pole foundations.	HIGHWAY CONTRACTOR	5	5 working days
7	Inspection of pole foundation.	GPA	6	1 working day
8	Power isolation at existing poles (Power outage) for pole erection.	GPA	7	1 working day
9	Erection of new power distribution poles.	HIGHWAY CONTRACTOR	8	1 working day
10	Inspection of pole installation	GPA	9	1 working day
11	Power isolation at existing poles (Power outage) for overhead lines.	GPA	10	1 working day



**EXHIBIT C: UTILITY WORK SCHEDULE
 (ESTIMATED SEQUENCE OF ACTIVITIES)**

DPW Project No.: GU-NH-NBIS(007)		Utility Agreement No.: UA-GPA-NBIS/007(002)		
Village: Merizo		Route No.: 4		
Project Title: Bile/Pigua Bridge Replacement				
Utility Agency/Owner (UAO): Guam Power Authority (GPA)				
ESTIMATED ACTIVITY DURATION SCHEDULE (Cont.)				
12	Removal and relocation of overhead lines.	HIGHWAY CONTRACTOR	11	1 working day
13	Inspection of relocated overhead line work.	GPA	12	1 working day
14	Removal and disposal of existing poles.	HIGHWAY CONTRACTOR	12	3 working days
<p>Note: Activity schedule above is an estimate. For more accurate work details, construction schedule, and durations; coordinate with DPW's utility coordinator and/or Construction Manager/Resident Engineer during construction.</p>				



EXHIBIT D: UTILITY ESTIMATE SUMMARY

DPW Project No.: GU-NH-NBIS(007)		Utility Agreement No.: UA-GPA-NBIS/007(002)
Village: Mérito		Route No.: 4
Project Title: Bile/Pigua Bridge Replacement		
Utility Agency/Owner (UAO): Guam Power Authority (GPA)		
TYPE OF WORK ESTIMATED		
Type of Work	Work Performed by GPA	Work Performed by DPW Contractor
Shop Drawing/Material Certification Review	GPA Forces	N/A
Inspection	GPA Forces	N/A
Relocation/Installation	N/A	Design Bid-Build Contract
COST ESTIMATE SUMMARY		
Item	Work Performed by GPA	Work Performed by DPW Contractor**
A. Preliminary Engineering	\$0.00	\$0.00
B. RW (Acquisition Only)	\$0.00	\$0.00
C. Construction Engineering	\$0.00	\$0.00
D. Construction Labor	\$0.00	***
E. Materials & Supplies	\$0.00	***
F. Materials Handling Charges	\$0.00	***
G. Transportation & Equipment	\$0.00	***
H. Contract Construction	\$0.00	\$155,000.00**
I. Miscellaneous Expense	\$0.00	***
J. General Overhead Cost (0%)	\$0.00	***
K. TOTAL RELOCATION COSTS (A+B+C+D+E+F+G+H+I+J)	\$0.00	\$155,000.00**
L. Salvage	\$0.00	\$0.00*
M. Betterment (gate valve and valve box)	\$0.00	\$0.00
N. Expired Service Life	\$0.00	\$0.00
O. Nonreimbursable	\$0.00	\$0.00
P. TOTAL CREDITS (L+M+N+O)	\$0.00	\$0.00
Q. TOTAL REIMBURSABLE COSTS	\$0.00	\$0.00

*Refer to page 3 & 4 Number 7.

**Source: Engineer's Estimate of Probable Construction Cost

***Cost for these items is included in item H

In the Appeal of: Korando Corporation vs. Department of Public Works

OPA-PA-18-002

Purchasing Agency Exhibit List

EXHIBIT B

Stipulation and Order



Office of the Attorney General
Elizabeth Barrett-Anderson
Attorney General of Guam
Solicitor Division
590 S. Marine Corps Drive
Tamuning, Guam 96913 • USA
(671) 475-3324 • (671) 472-2493 (Fax)
tkeeler@guamag.org
tpkeeler@gmail.com
Attorneys for Defendants

IN THE OFFICE OF PUBLIC ACCOUNTABILITY

In the Appeal of	)	DOCKET NO. OPA-PA: 15-009
)	
KORANDO CORP.)	
Appellant,)	
	)	STIPULATION AND ORDER TO
and	)	RESCIND THE TERMINATION OF
	)	KORANDO CORPORATION ON THE
Department of Public Works	)	BILE/PIGUA BRIDGE REPLACEMENT
	)	PROJECT (GU-NH-NBIS(007))
<u>Purchasing Agency.</u>)	

The Department of Public Works, Government of Guam (“DPW”) and Korando Corporation (“Korando”), by and through its respective undersigned counsel, hereby jointly submit this Stipulation and Order to Rescind the Termination of Korando Corporation on the Bile/Pigua Bridge Replacement Project (GU-NH-NBIS(007)) (“Project”).

The parties stipulate as follows:

1. DPW rescinds the July 10, 2015 termination of Korando and Korando agrees to complete the Project in accordance with the parties' Bile/Bridge Replacement Contract dated June 10, 2014 ("Korando's Contract"), as revised by this Stipulation.

2. The Project will have a new target start date of January 25, 2016 ("New Start Date"). Korando will have the full 450 days in which to complete the Project (subject to any extension of time approved after the New Start Date) on the terms and conditions contained in Korando's Contract, as revised by this Stipulation.

3. All liquidated damages are hereby waived through the New Start Date.

4. DPW will immediately process Korando's Payment Applications for work performed through July 10, 2015 (the termination date):

a. The First Payment Application for the sum of \$195,367.36 (net after deducting retainage).

b. The Second Payment Application was submitted on July 10, 2015 for work performed through July 10, 2015, in the amount of \$122,248.43

5. Upon the signing of this Stipulation Korando can submit written Proposed Changed Orders in accordance with the terms and conditions of Korando's Contract. DPW agrees that it will review on the merits and process the Change Orders timely and in good faith, and in accordance with the terms of Korando's Contract. Korando's change orders will include, but are not limited to, the following:

a. Demobilization and remobilization costs, materials previously ordered or in store, which cannot be used on the Project due to the delay of the Project, and any other expenses related to the termination and delay of the Project.

b. Korando's Alternate Phasing Plan requires the construction of a new temporary steel bridge ("New Steel Bridge") due to its contention of the inadequacy of the existing temporary steel bridges. Korando will submit a change order for all costs associated with the New Steel Bridge as proposed in Submittal No. 562.001-02.

c. Korando contends that there is a conflict between the existing overhead power lines and the operation of the crane when hoisting and positioning the piles during the pile driving operation (the "Conflict"), as depicted in DPW's construction documents. If DPW/owner in coordination with Korando reasonably determines this is a design issue, DPW will be responsible for: (i) finding a constructible solution, redesigning and providing the new plans to address this conflict; and (ii) contacting GPA and third party communication providers.

6. DPW agrees that it will act in good faith to use TG Engineers as the Construction Manager on this Project. In no case will Stanley be used as the Construction Manager on this Project.

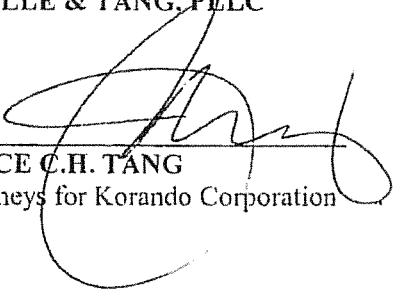
7. Korando agrees that it will act in good faith to retain Mr. Keith Farrell as a consultant on the Project.

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SO STIPULATED on this 16th day of December, 2015.

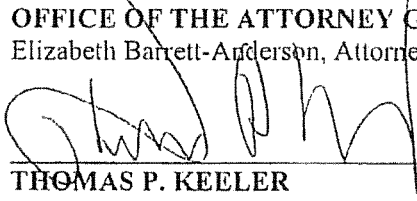
CIVILLE & TANG, PLLC



JOYCE C.H. TANG
Attorneys for Korando Corporation

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

By:



THOMAS P. KEELER
Assistant Attorney General

DEPARTMENT OF PUBLIC WORKS

By:



GLENN LEON GUERRERO
Director, DPW

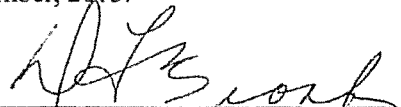
ORDER

Pursuant to the foregoing Stipulations made by the parties, it is hereby ORDERED that DPW's termination of Korando'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. 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).

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.

SO ORDERED this 16th day of December, 2015.



DORIS FLORES BROOKS, CPA, CGFM
Public Auditor

In the Appeal of: Korando Corporation vs. Department of Public Works

OPA-PA-18-002

Purchasing Agency Exhibit List

EXHIBIT C

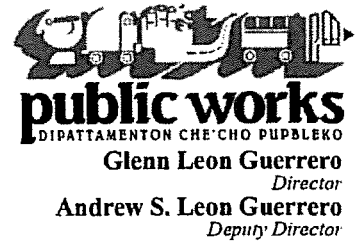
DPW's Response to Mr. Byong Ho Kim re
Claim Due to Termination and Delays of Project



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor

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PARSONS



Glenn Leon Guerrero
Director
Andrew S. Leon Guerrero
Deputy Director

NOV 15 2017

Mr. Byong Ho Kim
President
Korando Corporation
PO Box 20538
GMF, GU 96921

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Korando Corp.

Ref: Bile/Pigua Bridges Replacement
Project No. GU-NH-NBIS(007)
CLAIM DUE TO TERMINATION AND DELAYS OF PROJECT

Dear Mr. Kim,

The Department of Public Works (DPW) completed its review of Korando Corporation's (Korando) claim dated October 18, 2016 for costs related to the termination and delays of the project through the supplemental information provided on January 25, 2017, February 22, 2017, March 14, 2017 and reformatted in Civile & Tang letter dated October 17, 2017.

The total amount Korando has claimed to date is \$498,229.66, with an additional request of \$202,989.17 in surety expenses. Based on the review of all information provided to date and through review of the project records, DPW has determined \$29,241.46 is eligible for reimbursement pursuant to the Stipulation and Order Docket No. OPA-PA: 15-009, dated December 16, 2015. This amount does not include potentially eligible costs noted below that have not been submitted by Korando or require additional information.

DPW will address each item in the order shown on Korando's *Revised Change Order Delay Claims Pursuant to 12/16/15 Order*.

Item 5a of the Office of Public Accountability (OPA) Stipulation, Docket No. OPA-PA: 15-009, dated December 16, 2015, states that Korando's change orders will include, but are not limited to, the following: "Demobilization and remobilization costs, materials previously ordered or in store, which cannot be used on the Project due to the delay of the Project, and any other expenses related to the termination and delay of the Project."

1. MOBILIZATION & DE-MOBILIZATION

1.1. Lizama's Equipment Rental

Korando claimed \$2,900 for the mobilization and demobilization of equipment rental. DPW agrees \$1,500 is in accordance with Item 5a of the Stipulation Order. Per the backup documentation provided, DPW determined the following:

- Mobilization of the backhoe, excavator, and compactor prior to termination July 10, 2015 were paid by DPW in Payment Applications #1 and #2 per 4a and 4b of the Stipulation and



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor



public works
DIPATTAMENTON CHE'CHO PUPBLEKO
Glenn Leon Guerrero
Director
Andrew S. Leon Guerrero
Deputy Director

NOV 15 2017

FILE COPY

Mr. Byong Ho Kim
President
Korando Corporation
PO Box 20538
GMF, GU 96921

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NOV 15 2017

Korando Corp.

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1.1. Lizama's Equipment Rental

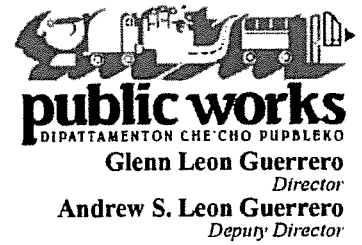
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public works
DIPATTAMENTON CHE' CHO PUPBLEKO
Glenn Leon Guerrero
Director
Andrew S. Leon Guerrero
Deputy Director

NOV 15 2017

17-2023

Mr. Byong Ho Kim
President
Korando Corporation
PO Box 20538
GMF, GU 96921

Ref: **Bile/Pigua Bridges Replacement**
Project No. GU-NH-NBIS(007)
CLAIM DUE TO TERMINATION AND DELAYS OF PROJECT

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1.1. Lizama's Equipment Rental

Korando claimed \$2,900 for the mobilization and demobilization of equipment rental. DPW agrees \$1,500 is in accordance with Item 5a of the Stipulation Order. Per the backup documentation provided, DPW determined the following:

- Mobilization of the backhoe, excavator, and compactor prior to termination July 10, 2015 were paid by DPW in Payment Applications #1 and #2 per 4a and 4b of the Stipulation and

Order.

- The excavator was used for the preparation of the staging/laydown yard, the compactor was used for various preparatory work on site, and the backhoe was used for archaeological exploration and clearing and grubbing. These pieces of equipment were removed from the site prematurely as a result of the termination. Demobilization in the amount of \$1,500 as billed in Lizama's Equipment Rental Invoice No. 301963 will be reimbursed.

Korando to Submit Additional Information:

DPW will review the reimbursement for the re-mobilization of the excavator, compactor and backhoe equipment upon receipt of invoices for the delivery of the equipment following the restart of the contract on March 15, 2016.

1.2. Korando Boom Truck

Korando claimed \$600 for the use of a boom truck owned by Korando for the delivery of office supplies. No backup documents were provided to justify this cost. It is DPW's position that this cost is not reimbursable as this work was necessary for the initial setup of Korando's and the Project site offices and were not affected by the termination.

Korando to Submit Additional Information:

DPW will review use of the boom truck for demobilization of the site office after July 10, 2015 and the remobilization of supplies to the site office following Notice to Proceed (NTP) 2 March 15, 2017, as applicable.

1.3. Pineda Survey

Korando claimed \$6,300 for Pineda Survey to perform repeated survey work. The cost submitted by Korando are detailed in a proposal dated August 31, 2014 and invoice dated September 19, 2014. The amount claimed is for Construction Surveying and Staking required as part of the contract documents. This work was paid by DPW in Payment Application #1 and #2 per items 4a and 4b of the Stipulation and Order.

Korando to Submit Additional Information:

DPW will review invoices for survey work to reestablish survey points were the work occurred after the Notice to Proceed (NTP) 2 March 15, 2017, as applicable.

1.4. Smithbridge Remobilization/Administration

Korando claimed \$6,800 for Smithbridge remobilization/administration. Korando's claim Narration document states the administrative services performed are for submittals and site visits.

It is DPW's position that the costs for submittals and work required to complete those submittals are contract requirements and are not subject to Item 5a of the Stipulation Order. In addition, the cost justification provided indicate this amount is derived from a proration of the Junttan Hammer mobilization.. *Intial* mobilization costs are not subject to item 5a of the Stipulation Order, see response to item 3.5.

1.5. Clearing and Grubbing

Korando claimed \$13,945.50 for clearing and grubbing.

The cost claimed by Korando for clearing and grubbing is for work prior to the July 10, 2015 termination which DPW previously paid on Payment Application #1 and #2 per items 4a and 4b of the Stipulation and order.

It is DPW's position that the cost subject to Item 5a of the Stipulation Order shall be the cost of clearing and grubbing of areas previously performed following Notice to Proceed 2, March 15, 2016.

DPW's calculated cost for repeated clearing and grubbing following NTP 2, March 15, 2015 are included in item 1.10.

1.6. Pre-stress and Jack Calibration Certification

Korando claimed \$8,400.00 for prestressing jack calibration and certification. DPW has reviewed the information and does not agree additional Jack Calibration was required due to the termination of the project.

Per Rocky Mountain Precast Plant Quality Systems Manual Section 8.3, strand stressing equipment is calibrated annually. Korando's submittal 551-006-02 included calibration and certification on October 30, 2014

Per FP-03 Subsection 553.06 calibration/certification is required every 6 months. The test piles cast prior to termination were pre-stressed June 19, 2015, approximately 7 months beyond the equipment's certification/calibration.

Based on the project records, it is DPW's position that termination did not impose additional calibration/certification to meet the contract requirements. The contract records actually indicate a failure of Korando to meet the contract requirements.

1.7. Construction Schedule

Korando claimed \$3,100 for construction schedule.

Korando has calculated this cost based on a proration of the schedule of values. A review of Korando's contract required schedule submittals prior to termination July 10, 2017 indicate Korando failed to submit schedule updates for April 2015, May 2015, and June 2015.

It is DPW's position that the cost subject to Item 5a of the Stipulation Order shall be the portion of the lump sum bid item cost that was paid for prior to the new NTP of March 15, 2016. This cost is determined to be \$1,027.50.

1.8. Temporary Traffic Control

Korando claimed \$20,777.78 for temporary traffic control based on a prorated amount from NTP January 1, 2015 to termination July 10, 2017.

It is DPW's position that the cost subject to Item 5a of the Stipulation Order shall be actual cost incurred by Korando for the demobilization and re-mobilization of Temporary Traffic Control devices and personnel.

DPW performed a detailed review of Korando's daily inspection reports, DPW's inspector daily reports and certified payrolls from March 15, 2016 to May 2016 to determine these costs. See Item 1.10 for details.

1.9. Mobilization Cost

The supplemental information submitted by Korando on January 24, 2017 claims \$13,064.12 for the cost to mobilize the pile driving equipment from Australia to Guam.

Per the discussion between Mr. Ki Wook Han of Korando and Mr. David Yao of Parsons Transportation Group (PTG) following the February 9, 2017 Construction Progress Meeting, Smithbridge did not demobilize the pile driving equipment back to Australia following the termination.

It is DPW's position that this cost is not reimbursable as this work was for the initial equipment mobilization, which was not affected by the termination.

1.10 Remobilization/Repeated Work

A detailed review of Korando's Preliminary Baseline Schedule dated February 3, 2016, daily inspection reports, DPW's inspector daily reports and certified payroll records from March 15, 2016 to May 31, 2016 was conducted to determine Korando's actual cost of remobilization and repeated work as presented in Korando's claim items *1.5 Clearing and Grubbing, 1.8 Temporary Traffic Control, and 3.3 Extended Supervision and Project Management Expense*.

Korando's daily inspection reports identified the following Schedule ID's which the DPW agrees are valid remobilization / repeated work activities during the above specified period.

- A1500 Re-Mobilization
- A1510 Resetting Traffic Control/Warning Signs
- A1520 Re-establish & Re-Install Erosion Control / Protection

The current calculated amount for Korando's costs attributed to remobilization for labor and equipment is \$20,892.10. This amount is not inclusive of all applicable costs, see attached document *Item 1.10 Remobilization/Repeated Work Summary*.

Korando to Submit Additional Information:

Korando can submit material invoices necessary to complete the repeated work for DPW review and reimbursement as applicable.

2. PRE-TERMINATION EXPENSE

2.1. J.M. Aquino PC

Korando claimed \$29,120 for J.M. Aquino to perform engineering services for the existing bridge analysis and new temporary steel bridge design.

Per DPW correspondence, the existing bridges are sufficient to carry legal loads. Engineering analysis of the existing bridges are not a requirement of the contract and are performed solely for the benefit of the Contractor.

Per Drawing S5 Sheet 75, changes to the construction phasing plan approved by the CO shall be at no additional cost to the Government. Korando had informed DPW of its plans to alter the construction phasing by utilizing a new temporary steel bridge. However, as of the date of Notice of Termination, July 10, 2015, DPW had not received any formal submission of the alternate plan.

It is DPW's position that this cost is not subject to Item 5a of the Stipulation Order.

2.2 Smithbridge Administration

Korando claimed \$6,800 for Smithbridge administration. Korando's claim Narration document states the administrative services performed are for submittals and site visits.

It is DPW's position that the costs for submittals and work required to complete those submittals are contract requirements and are not subject to Item 5a of the Stipulation Order. Further, the backup documents provided indicate this amount is derived from a proration of the Junttan Hammer mobilization and is indicated as a mobilization cost. As stated in 1.1, initial mobilization costs are not subject to Item 5a of the Stipulation Order

3. EXTENDED OVERHEAD EXPENSE

3.1 CM Site Office Rental

Korando claimed \$9,106.49 for the Government field office. This cost includes rent, power, water, and telephone for the period from January 1, 2015 through October 10, 2015.

It is DPW's position that the cost claimed for the field office during the contract period are provided for by the contract amount. Claimed amounts from termination through July 2015 for power, water, phone and internet are not reimbursable since Korando should have disconnected all utilities upon termination.

DPW agrees to pay for the field office lease in the amount of \$2,408.64 for the period from Termination July 10, 2015 through the assumed termination of the lease agreement November 10, 2015, as provided in Korando's claim documentation submitted October 18, 2016 .

3.2 Staging Area

Korando claimed \$12,322.89 for the staging area. This cost includes rent, portable toilets, and utilities for the period from January 1, 2015 through February 28, 2016.

It is DPW's position that the cost claimed for the staging area during the contract period is provided for by the contract amount. On claimed amounts from January 1, 2015 through February 28, 2016 the cost for utilities and portable toilet facilities is not reimbursable since Korando should have

disconnected utilities, removed portable facilities, and vacated the property upon termination.

DPW agrees to pay for the staging area lease in the amount of \$2,941.94 for the period from Termination July 10, 2015 through the expiry of the lease agreement October 31, 2015.

3.3 Extended Supervision and Project Management Expense

Korando claimed \$211,846.18 for management/engineering personnel for repeated work/ extended overhead expense.

Korando's claim amount is for personnel costs for the period beginning January 5, 2015 through July 10, 2015 and the period December 16, 2015 to March 14, 2016.

It is DPW's position that the costs for on-site management/engineering personnel from January 5, 2015 through July 10, 2015 are incidental to the work and Korando was reimbursed for these costs with Payment Application #1 in the sum of \$195,367.36 and Invoice #2 in the sum of \$122,248.43, as included in Items 4a and 4b of the Stipulation Order.

The second period included in Korando's claim amount is the duration from the Stipulation Order execution, December 16, 2015 through Notice to Proceed 2, March 14, 2016. As stated above, DPW's position is that management and engineering expenses are provided for and included in the work.

Korando to Submit Additional Information:

DPW agrees to pay for supervision and management expenses directly related to the remobilization/ repeated work. The current calculated amount is included in item 1.10, however it is incomplete and Korando will need to submit salary data for this time period.

3.4 Standby Vehicles and Equipment Expense

Korando claimed \$81,000 for services vehicles and fuel.

It is DPW's position that these costs as claimed are incidental to the construction and not subject to Item 5a of the Stipulation Order. See DPW response to item 3.3 *Extended Supervision and Project Management Expense*.

Korando to Submit Additional Information:

The DPW agrees to reimburse Korando for service vehicles and fuel for management/engineering personnel directly associated to the remobilization/ repeated work. These costs should be based on the exact cost based on Korando's actual ownership and operation costs. If these costs are unknown, they can be calculated using *Construction Equipment Ownership and Operation Expense Schedules (CEOES)* published by the U.S. Army Corps of Engineers for the region, or reimbursed at the Blue Book Rental Rate.

3.5 Junttan 7/9AS Hammer

The supplemental information submitted by Korando on January 24, 2017 claims \$56,000 for the 7-week period while the pile hammer was in transit from Australia to Guam. This cost is 80% of Smithbridge's standby cost for the equipment.

It is DPW's position that this cost is not reimbursable for the following reasons:

- This cost is part of the initial mobilization of the pile hammer and is not subject to Item 5a of the Stipulation Order.
- DPW issued the Notice of Termination to Korando on July 10, 2016. The pile hammer and other pile driving equipment were shipped from Australia on July 14, 2015, four days after Korando was notified that the contract was terminated.

PROFIT

It is DPW's position that Item 5a of the Stipulation Order is for reimbursement of actual costs associated with the termination. As such, profit should not be included for any of the claimed items.

SURETY EXPENSES

Korando seeks payment for \$202,989.17 in expenses incurred by its surety West Chester Fire and Insurance Company. Civile & Tang Letter dated October 17, 2017 claimed these cost should be reimbursed by DPW for the wrongful termination of Korando.

The DPW does not agree with Korando's assessment regarding surety expenses. Included is a copy of DPW's Notice Of Default dated June 26, 2015, which provides the multiple contract provisions breached by Korando prior to termination.

Attached is an itemized summary of the cost claimed by Korando and DPW's evaluation of reimbursable cost pursuant to the Stipulation and Order December 16, 2017. A meeting can be arranged by contacting the Department of Public Works Federal Highways Section at 649-0315.

If you have any questions or need additional information, please contact, Mr. Tom Keeler Assistant Attorney General, Attorney Generals Office at 649-3152.

Sincerely,



GLENN LEON GUERRERO

Attachments: DPW Claim Analysis Summary
Item 1.10 Remobilization/Repeated Work Summary and Tabulated Costs
DPW Notice of Default June 26, 2015

Cc: Isidro Duarosan, DPW
Crispin Bensen, DPW
Tom Keeler, GAG
Richelle Takara, FHWA
John Moretto, PTG
David Yao, PTG

IDuarosan/TKeeler/JBlaz

DPW Claim Analysis Summary

Item	Korando Total	DPW Total	Applicability 12.15.15 Stipulation and Order	Comments
1. Mobilization & De-Mobilization Expenses				
1.1 Lizama's Equipment Rental	\$ 2,900.00	\$1,500.00	Yes (Partial)	Demobilization Expense - Lizama's Equipment Rental Invoice 301963
1.2 Korando Boom Truck	\$ 600.00	\$0.00	No	Intinal Mobilization Cost- Not Applicable
1.3 Pineda Survey	\$ 6,300.00	\$0.00	No	Intinal Survey - Previsously Paid Pay Application #1 and #2
1.4 Smithbridge remobilization	\$ 6,800.00	\$0.00	No	Intinal Mobilization and Contract Expense
1.5 Clearing and Grubbing	\$ 13,945.50	\$0.00	No	Contract Expense - Previsously Paid Pay Application #1 and #2 - Applicable cost included in item 1.10
1.6 Soil Erosion Control	\$ 10,150.00	\$0.00	No	Contract Expense - Previsously Paid Pay Application #1 and #2 - Applicable cost included in item 1.10
1.7 Pre-Stress and Jack Calibration Certification	\$ 8,400.00	\$0.00	No	No Additional Cost Justified
1.8 Prepare Construction Schedule	\$ 3,100.00	\$0.00	Yes	Reimbursed at amount Previsously Paid - Payment Application #1 and #2
1.9 Temporary Traffic Control	\$ 20,666.00	\$0.00	No	Original Contract Expense
1.10 Remobilization/Repeated Work	\$0.00	\$20,892.10		Tabulated Cost NTP 2, 3/14/16- 5/31/16
A. Labor & Extended Supervision & Project Management		\$20,260.46	Yes	See Item 1.10 Remobilization/ Repeated Work Summary. Korando to submit additional information
B. Equipement Material, Subcontractors		\$631.64	Yes	See Item 1.10 Remobilization/ Repeated Work Summary. Korando to submit additional information
Sub Total:	\$ 72,861.50	\$22,392.10		
2. Pre-Termination Expense				
2.1 J.M. Aquino PC	\$ 29,120.00	\$0.00	No	Contract Expense
Sub Total:	\$ 29,120.00	\$0.00		
3. Extended Overhead Expense				
3.1 CM Site Office Rental (Lease Terminated 08/2015)	\$ 5,600.00	\$2,408.64	Yes	Termination Expense - Reimbursed from Termination 7/10/2015 to Termination of Lease 11/10/2015
3.1 Utility Expense				
GPA	\$ 282.73	\$0.00	No	Contract Expense - No project cost inccured after termination 7/10/2015
GWA	\$ 576.94	\$0.00	No	Contract Expense - No project cost inccured after termination 7/10/2015

DPW Claim Analysis Summary

GTA	\$ 780.15	\$0.00	No	Contract Expense - No project cost incurred after termination 7/10/2015
Sub Total:	\$ 7,239.82	\$ 2,408.64		
3.2 Staging Yard Rental	\$ 11,600.00	\$2,941.94	Yes	Termination Expense - Reimbursed from Termination 7/10/2015 to Termination of Lease 11/10/2015
3.2.1 Portable Toilet	\$ 577.75	\$0.00	No	Contract Expense - No project cost incurred after termination 7/10/2015
3.2.2 Utility				
GPA	\$ 216.78	\$0.00	No	Contract Expense - No project cost incurred after termination 7/10/2015
GWA	\$ 347.86	\$0.00	No	Contract Expense - No project cost incurred after termination 7/10/2015
Sub Total:	\$ 12,742.39	\$ 2,941.94		
3.3 Extended Supervision and Project Management Expense				
Project Superintendant	\$ 34,041.28	\$0.00	No	Contract Expense - Applicable
QC Manager	\$ 48,630.40	\$0.00	No	Supervisory and Project Management
Project Manager	\$ 53,189.50	\$0.00	No	Personnel cost included in item 1.10.
Safety Manager	\$ 37,992.50	\$0.00	No	Korando to submit payroll data NTP 2, 3/14/16- 5/31/16
Contractor Representative	\$ 37,992.50	\$0.00	No	
Sub Total:	\$ 211,846.18	\$ -		
3.4 Standby Vehicles and Equipment Expense				
3.4.1 Standby Vehicles for QC, PM, PS, SM & CR	\$ 17,062.50	\$0.00	No	Contract Expense - Applicable vehicle and fuel charges to be included in item 1.10. Korando to submit actual cost
3.4.2 Fuel Charges for QC, PM, PS, SM & CR	\$ 7,962.50	\$0.00	No	NTP 2, 3/14/16- 5/31/16
3.5 Standby Piling Hammer - Junttan 7/9AS Hammer	\$ 56,000.00	\$0.00	No	Intinal Mobilization Cost. Standby not applicable
Sub Total:	\$ 81,025.00	\$0.00		
TOTAL				
Sub Total	\$ 414,834.89	\$27,742.68		
Overhead - 5%	\$ 20,741.74	\$ 374.11		Excluding item 4.1 Labor. Overhead included in amount per SCR 109.02(p)
Sub Total + OH:	\$ 435,576.63	\$ 28,116.79		
Profit - 10%	\$ 43,557.66	-		
GRT - 4%	\$ 19,165.37	\$1,124.67		
Total:	\$ 498,299.66	\$29,241.46		

Item 1.10 Remobilization/Repeated Work Summary

	Position/Item	Names	Unit	Unit Rate	Total Units	Amount	Unit Price Justification
Labor							
1	Carpenter	David, Alejandro (H2B)	Hour	\$ 13.56	315.00	\$ 4,271.400	Certified Payroll
2	Carpenter	Marasigan, Lauden (H2B)	Hour	\$ 13.56	192.00	\$ 2,603.52	Certified Payroll
3	HE Operator	Nieto, Julito	Hour	\$ 14.00	18.00	\$ 252.00	Certified Payroll
4	Carpenter	Ocampo, Bernald (H2B)	Hour	\$ 13.56	128.00	\$ 1,735.68	Certified Payroll
5	Carpenter	Mauyao, Benigno (H2B)	Hour	\$ 13.56	95.00	\$ 1,288.20	Certified Payroll
6	HE Operator	Orejola, Edgar (H2B)	Hour	\$ 13.77	0.00	\$ -	Certified Payroll
7	HE Operator	Detal, Ernie (H2B)	Hour	\$ 13.77	16.00	\$ 220.32	Certified Payroll
8	Const Craft Labor	Wanda, Kyle (Apprentice)	Hour	\$ 9.60	75.00	\$ 720.00	Certified Payroll
Extended Supervision and Project Management (Korando Item 3.3)							
9	Site Superintendent	Delioama, Nestor	Hour	\$ -	287.00	\$ -	**Korando to provide payroll data
10	Project Eng/ Quality Control	Ruel Remetira	Hour	\$ 21.88	34.00	\$ 743.92	Korando Claim (Monthly Salary/160 hrs = Hourly Rate) **Korando to provide payroll data for the Re-mobilization/re-work period
11	Quality Control	Caasi, Joffery	Hour	\$ -	63.00	\$ -	**Korando to provide payroll data
12	Safety Officer	Chung Young II	Hour	\$ 15.63	19.00	\$ 296.97	Korando Claim (Monthly Salary/160 hrs = Hourly Rate) **Korando to provide payroll data for the Re-mobilization/re-work period
Equipment, Materials, Subcontracts							
13	Backhoe	John Deere 410G 2009	Hour	\$ 37.97	12.00	\$ 455.64	USACOE "Construction Equipment Ownership & Operating Expense Schedule"
14	Dump Truck Rental		Each	\$ -	1.00	\$ -	**Korando to provide invoice
15	Green Wast Tipping Fee	SK Logistics	Each	\$ 176.00	1.00	\$ 176.00	SK Invoice/Ticket
16	Gravel for Sandbags					\$ -	**Korando to Provide Delivery Ticket/Invoice
17	Sandbags					\$ -	**Korando to provide Cost
18	Siltfence					\$ -	**Korando to provide Cost
Current Total							
Labor & Extended Supervision and Project Management							
Total						\$12,132.01	
SCR 109.02(p) Overhead 67%						\$ 8,128.45	
Sub Total						\$ 20,260.46	
Equipment, Material, Subcontracts							
Total						\$ 631.64	
Current Total						\$ 20,892.10	

Item 1.10 Remobilization/Repeated Work Tabulated Costs

Position/Item	Names	Certified Payroll 29							Certified Payroll 30						
		Monday 03/14/16	Tuesday 03/15/16	Wednesday 03/16/16	Thursday 03/17/16	Friday 03/18/16	Saturday 03/19/16	Sunday 03/20/16	Monday 03/21/16	Tuesday 03/22/16	Wednesday 03/23/16	Thursday 03/24/16	Friday 03/25/16	Saturday 03/26/16	
1	Carpenter David, Alejandro (H2B)	8.00	8.00	8.00	8.00	8.00	8.00		8.00	8.00	8.00	8.00	8.00		
2	Carpenter Marasigen, Laiden (H2B)	8.00	8.00	8.00	8.00	8.00	8.00		8.00	8.00	8.00	8.00	8.00		
3	HE Operator Nieto, Julio	8.00	8.00	8.00	8.00	8.00	8.00		8.00	8.00	8.00	8.00	8.00		
4	Carpenter Ocampo, Bernald (H2B)														
5	Carpenter Mauyao, Benigno (H2B)														
6	HE Operator Orjola, Edgar (H2B)														
7	HE Operator Dotal, Ernie (H2B)														
8	Const Craft Labor Wanda, Kyle (Apprentice)														
9	Site Superintendent Dejoma, Nestor	8.00	8.00	8.00	8.00	8.00	8.00		8.00	8.00	8.00	8.00	8.00		
10	Project Eng/ Quality Control Ruel Remetria														
11	Quality Control Caasi, Joffery														
12	Safety Officer Chung Young Il														
13	Backhoe John Deere 410G 2009														
14	Dump Truck Rental														
15	Green Waste Tipping Fee SK Logistics														

Notes:

- A) Supervisory Personnel Promoted (8hr/ # Daily Scheduled Activities) x # of Scheduled activities for Remobilization / Rework
- B) Basis is Korando Daily Reports, DPW Inspector Daily Reports, DPW Daily Labor Surveys and Certified Payrolls
- C) Total Hours Rounded to the nearest .5 hour

Item 1.10 Remobilization/Repeated Work Tabulated Costs

Position/Item	Names	Certified Payroll 31							Certified Payroll 32						
		Sunday 03/27/16	Monday 03/28/16	Tuesday 03/29/16	Wednesday 03/30/16	Thursday 03/31/16	Friday 04/01/16	Saturday 04/02/16	Sunday 04/03/16	Monday 04/04/16	Tuesday 04/05/16	Wednesday 04/06/16	Thursday 04/07/16	Friday 04/08/16	Saturday 04/09/16
1 Carpenter	David, Alexandre (H2B)		8.00	8.00	8.00	8.00	8.00		8.00	8.00	8.00	8.00	8.00		
2 Carpenter	Marasigan, Laudon (H2B)		8.00	8.00	8.00	8.00			8.00	8.00	8.00	8.00	8.00		
3 HE Operator	Nieto, Julio		8.00	8.00	8.00	8.00			8.00	8.00	8.00	8.00	8.00		
4 Carpenter	Ocampo, Bernald (H2B)														
5 Carpenter	Mauyao, Benigno (H2B)														
6 HE Operator	Orejola, Edgar (H2B)														
7 HE Operator	Dejal, Ernie (H2B)														
8 Const Craft Labor	Wanda, Kyle (Apprentice)														
9 Site Superintendent	Deloma, Nestor		8.00	8.00	8.00	8.00			8.00	8.00	8.00	8.00	8.00		
10 Project Eng/ Quality Control	Ruel Remetira								8.00						
11 Quality Control	Caasi, Joffery														
12 Safety Officer	Chung Young II														
13 Backhoe	John Deere 410G 2009														
14 Dump Truck Rental															
15 Green Wast Tipping Fee	SK Logistics														

Notes:

- A) Supervisory Personnel Prorated (8hr/ # Daily Scheduled Activities) x # of Scheduled activities for Remobilization / Rework
- B) Basis is Korando Daily Reports, DPW Inspector Daily Reports, DPW Daily Labor Surveys and Certified Payrolls
- C) Total Hours Rounded to the nearest .5 hour

Item 1.10 Remobilization/Repeated Work Tabulated Costs

Position/Item	Names	Certified Payroll 33							Certified Payroll 34						
		Sunday 04/10/16	Monday 04/11/16	Tuesday 04/12/16	Wednesday 04/13/16	Thursday 04/14/16	Friday 04/15/16	Saturday 04/16/16	Sunday 04/17/16	Monday 04/18/16	Tuesday 04/19/16	Wednesday 04/20/16	Thursday 04/21/16	Friday 04/22/16	Saturday 04/23/16
1 Carpenter	David, Alejandro (H2B)		8.00	8.00	8.00	8.00	8.00					8.00	8.00		
2 Carpenter	Marasigan, Lauden (H2B)		8.00	8.00	8.00	8.00	8.00					8.00	8.00		
3 HE Operator	Nieto, Julio											8.00			
4 Carpenter	Ocampo, Bernald (H2B)					8.00			8.00	8.00		8.00	8.00		
5 Carpenter	Mauyao, Benigno (H2B)											8.00	8.00		
6 HE Operator	Orejola, Edgar (H2B)											8.00	8.00		
7 HE Operator	Detal, Ernie (H2B)														
8 Const Craft Labor	Wanda, Kyle (Apprentice)														
9 Site Superintendent	Deloma, Nestor		8.00	8.00	8.00	8.00	8.00					8.00	8.00	8.00	
10 Project Eng/ Quality Control	Ruel Remetira			8.00											
11 Quality Control	Caasi, Joffery														
12 Safety Officer	Chung Young Il														
13 Backhoe	John Deere 410G 2009														
14 Dump Truck Rental															
15 Green West Tipping Fee	SK Logistics														

Notes:

- A) Supervisory Personnel Prorated (8hr/ # Daily Scheduled Activities) x # of Scheduled activities for Remobilization / Rework
- B) Basis is Korando Daily Reports, DPW Inspector Daily Reports, DPW Daily Labor Surveys and Certified Payrolls
- C) Total Hours Rounded to the nearest .5 hour

Claim Due To Termination And Delays Of Project
OPA Stipulation and Order December 16, 2015

Item 1..10 Remobilization/Repeated Work Tabulated Costs

	Position/Item	Names	Certified Payroll 35							Certified Payroll 36						
			Sunday 04/24/16	Monday 04/25/16	Tuesday 04/26/16	Wednesday 04/27/16	Thursday 04/28/16	Friday 04/29/16	Saturday 04/30/16	Sunday 05/01/16	Monday 05/02/16	Tuesday 05/03/16	Wednesday 05/04/16	Thursday 05/05/16	Friday 05/06/16	Saturday 05/07/16
1	Carpenter	David, Alexandre (H2B)		8.00	8.00	8.00	8.00	8.00								
2	Carpenter	Marasigan, Laudan (H2B)														
3	HE Operator	Nieto, Julito														
4	Carpenter	Ocampo, Bernald (H2B)		8.00	8.00	8.00	8.00	8.00								
5	Carpenter	Mauyo, Benigno (H2B)		8.00	8.00	8.00	8.00	8.00								
6	HE Operator	Orejola, Edgar (H2B)														
7	HE Operator	Detal, Ernie (H2B)														
8	Const Craft Labor	Wanda, Kyle (Apprentice)		8.00	8.00	8.00	8.00	8.00								
9	Site Superintendent	Delioma, Nestor		5.33	2.00	4.00	4.00	6.00	4.00							
10	Project Eng/ Quality Control	Ruel Remetria														
11	Quality Control	Casi, Joffery		5.33	2.00	4.00	4.00	6.00	4.00							
12	Safety Officer	Chung Young II														
13	Backhoe	John Deere 410G 2009														
14	Dump Truck Rental															
15	Green Wast Tipping Fee	SK Logistics														

Notes:

- A) Supervisory Personnel Prorated (Bhr/ # Daily Scheduled Activities) x # of Scheduled activities for Remobilization / Rework
- B) Basis is Korando Daily Reports, DPW Inspector Daily Reports, DPW Daily Labor Surveys and Certified Payrolls
- C) Total Hours Rounded to the nearest .5 hour

Item 1.10 Remobilization/Repeated Work Tabulated Costs

Position/Item	Names	Certified Payroll 37							Certified Payroll 38						
		Sunday 05/08/16	Monday 05/09/16	Tuesday 05/10/16	Wednesday 05/11/16	Thursday 05/12/16	Friday 05/13/16	Saturday 05/14/16	Sunday 05/15/16	Monday 05/16/16	Tuesday 05/17/16	Wednesday 05/18/16	Thursday 05/19/16	Friday 05/20/16	Saturday 05/21/16
1 Carpenter	David, Alexandre (H2B)														
2 Carpenter	Marasigan, Laudon (H2B)														
3 HE Operator	Nieto, Julio														
4 Carpenter	Ocampo, Bernald (H2B)														
5 Carpenter	Mauyo, Benigno (H2B)														
6 HE Operator	Drejbla, Edgar (H2B)														
7 HE Operator	Detal, Ernie (H2B)								6.00	4.00	4.00				
8 Const Craft Labor	Wanda, Kyle (Apprentice)														
9 Site Superintendent	Delloma, Nestor								4.00	2.00	2.00				
10 Project Eng/ Quality Control	Ruel Remetra														
11 Quality Control	Caasi, Joffery								4.00	2.00	2.00				
12 Safety Officer	Chung Young II								4.00	2.00	2.00				
13 Backhoe	John Deere 410G Z009								8.00	4.00	4.00				
14 Dump Truck Rental										1.00					
15 Green Wast Tipping Fee	SK Logistics														

- Notes:
- A) Supervisory Personnel Prorated (8hr/ # Daily Scheduled Activities) x # of Scheduled activities for Remobilization / Rework
 - B) Basis is Korando Daily Reports, DPW Inspector Daily Reports, DPW Daily Labor Surveys and Certified Payrolls
 - C) Total Hours Rounded to the nearest .5 hour

Claim Due To Termination And Delays Of Project
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Item 1.10 Remobilization/Repeated Work Tabulated Costs

Position/Item	Names	Certified Payroll 39							Certified Payroll 40			Total Hours Rounded	
		Sunday 05/22/16	Monday 05/23/16	Tuesday 05/24/16	Wednesday 05/25/16	Thursday 05/26/16	Friday 05/27/16	Saturday 05/28/16	Sunday 05/29/16	Monday 05/30/16	Tuesday 05/31/16		Total Hours
1 Carpenter	David, Alejandro (H2B)			2.67	1.60	2.67	4.00					314.94	315.00
2 Carpenter	Marasjian, Loudon (H2B)											192.00	192.00
3 HE Operator	Nieto, Julio											18.00	18.00
4 Carpenter	Ocampo, Bernald (H2B)											128.00	128.00
5 Carpenter	Mauyao, Benigno (H2B)			2.67	1.60	2.67						94.94	95.00
6 HE Operator	Drejola, Edgar (H2B)											0.00	0.00
7 HE Operator	Detal, Ernie (H2B)											16.00	16.00
8 Const Craft Labor	Wanda, Kyle (Apprentice)			2.67	1.60	2.67	4.00					74.94	75.00
9 Site Superintendent	Delima, Nestor			2.00	1.60	2.67	2.67					287.60	287.00
10 Project Eng/ Quality Control	Ruel Remetria					2.67						94.67	94.00
11 Quality Control	Casi, Jeffery			2.00	1.60	2.67	2.67					63.60	63.00
12 Safety Officer	Chung Young II					2.67	2.67					19.34	19.00
13 Backhoe	John Deere 410G 2009											12.00	12.00
14 Dump Truck Rental												1.00	1.00
15 Green Wast Tipping Fee	SK Logistics											1.00	1.00

Notes:

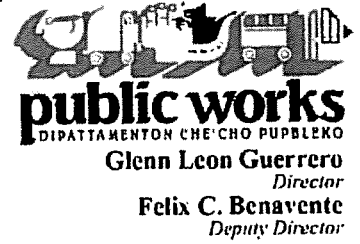
- A) Supervisory Personnel Prorated (8hr/ # Daily Scheduled Activities) x # of Scheduled activities for Remobilization / Rework
- B) Basis is Korando Daily Reports, DPW Inspector Daily Reports, DPW Daily Labor Surveys and Certified Payrolls
- C) Total Hours Rounded to the nearest .5 hour



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor

COPY



Glenn Leon Guerrero
Director
Felix C. Benavente
Deputy Director

June 26, 2015

Mr. Byong Ho Kim
President
Korando Corporation
P.O. Box 20538
GMF, GU 96921

Korando Corporation
RECEIVED
DATE: 6/29/2015
Patty Jackson

Ref: **Bile/Pigua Bridge Replacement
Project No. GU-NH-NBIS(007)
NOTICE OF DEFAULT**

received
06/29/2015 C/FG
TAKAGI & ASSOCIATES

Mr. Kim:

This serves to place you on notice that **Korando Corporation** ("Korando") is in default of the above referenced contract. Specifically, Korando is in breach of the following contract provisions:

1. **Section 108.1 – Commencement, Prosecution and Completion of Work** obligates contractor to "(a) commence work under this contract immediately after the issuance of the **Notice to Proceed**, prosecute the work diligently, ...
2. **Section 108.5 (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 ...
3. **Section 108.5 (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 the 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, ...
4. **Section 155.06 – Schedule Updates**, which provides that "Failure of the contractor to maintain the construction schedules and charts will be considered justification for withholding payments.
5. **Formal Contract Article 1 (a) Contract Time.**

6. **Instructions To Bidders Article 11. Time of Completion.**
7. **Notice To Bidders Article 5. Contract Time.**
8. **FP-03 Subsection 107.01 Laws to be Observed.**
9. **FP-03 Subsection 155.01 / FAR Sections 52.236-15 Schedules for Construction Contracts.**
10. **FAR and 52.249-10 Default (Fixed-Price Construction).**
11. **Article I.3 of the Required Contract Provisions (RCP) Federal-Aid Construction Contract.**
12. **Instructions to Bidders Article 25 Termination of Work on Failure to Pay Agreed Wages.**

A number of the above listed breach of contract provisions relate to H2B Temporary Alien Worker limitations; Apprentice Program documentation and reporting; Certified Payroll worker classifications; Certified Payroll reporting; Minimum wage requirements for laborer classification; and Change orders.

The **Department of Public Works ("DPW")** issued the **Notice to Proceed ("NTP")** on **January 5, 2015**. Despite numerous meetings, letters and telephone calls urging Korando to take the action necessary to complete the project on time we estimate that thirty eight percent (38%) of the contract time has expired with only five percent (5%) of the work performed although the work primarily relates to mobilization and establishing a field office. Permanent work on the project is less than one percent (1%) leading us to determine that Korando will exceed the agreed to completion date by one hundred and thirty two (132) days.

In my capacity as Contracting Officer I hereby certify that for the reasons set forth herein sufficient cause exists for terminating the contract. Korando has **ten (10) calendar days from receipt of this Notice of Default** to (a) commence meaningful work on the Project; (b) supply enough properly skilled workmen and provide the materials to complete the work within the contract term; (c) to submit *acceptable* updated Project schedule; and (d) the other listed defects. The updated Project schedule needs to be realistic and needs to acknowledge delays in performance to date and that Korando is not able to complete the Project in the contracted for time. In this respect, the department has only recently received your June 22, 2015 letter requesting major changes to Project's electrical plan. We do not intend on responding to this letter until the updated Project schedule is received, which we request either reference the electrical plan changes or incorporate them therein. This Notice allows you ten (10) calendar days to cure the failure to diligently perform meaningful work and correct all current breaches of the parties' contract. Unless the failure to perform is cured within the ten (10) calendar days the Contracting Officer may issue a notice of termination for default.

Nothing herein is intended to nor shall be interpreted as waiving or amending Korando's rights and obligations under the contract, all of which are specifically reserved by the Government of Guam.

If you have any questions or need additional information, please contact, Mr. Isidro Duarosan, Supervisor, Federal-Aid Highway Construction Section at 649-3104, Mr. Crispin Bensen, Project Engineer, DPW at 649-3115. Mr. Houston Anderson, Construction Manager, Parsons Transportation Group, Inc. at 648-1066 or Mr. Jack Marlowe, Chief Resident Project Representative, Stanley Consultants at 646-3466.

Sincerely,



GLENN LEON GUERRERO

Cc: Isidro Duarosan, DPW
Crispin Bensen, DPW
Richelle Takara, FHWA
Jack Marlowe, CM
Joseph Pecht, PTG
Derrick Lehman, PTG
Houston Anderson, PTG
Westchester Fire Insurance Company c/o Takagi & Associates, Inc

IDuarosan /JBlaz

In the Appeal of: Korando Corporation vs. Department of Public Works

OPA-PA-18-002

Purchasing Agency Exhibit List

EXHIBIT D

Resume – Michael Lanning, P.E.

EDUCATION

Bachelor of Science, Civil Engineering, University of Wyoming, 1983

ADDITIONAL COURSEWORK/TRAINING

Certified Parsons Project Manager, 2008

Nevada Department of Transportation, Resident Engineer's Training Academy 2007

REGISTRATIONS

Professional Engineer - Civil, 5566, State of Wyoming

Professional Engineer, 6325477, State of Utah

Professional Engineer - Civil, (18620), State of Nevada

Professional Engineer - Civil (1429), Guam

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

COMPUTER/SOFTWARE SKILLS

MicroStation
In-Roads
GeoPak
MS Office
Expedition
Contract Manager

EXPERIENCE PROFILE

Michael Lanning is a Project Manager with over 33 years of civil engineering experience in planning, engineering design, cost estimates, construction management and project/program management. He has extensive experience in project planning and development from initial project concept to final plans and the eventual management of the projects construction. His design experience includes both conventional Design/Bid/Build projects and Design/Build Projects. He served as the roadway design manager for the northern 4.2 mile segment of the \$260 million I-15 North Ogden Weber Expansion Design/Build project in Weber County Utah was the Roadway Design Lead for the \$115 million I-15 Beck St. Design/Build project in Salt Lake County, Utah. His construction management experience includes work on numerous roadway and interstate construction projects while as a consultant for the Wyoming Department of Transportation, the Nevada Department of Transportation, Clark County Department of Public Works and the City of Las Vegas. Michael also served as the Construction Manager/Construction Advisor for Parsons' Program Management work on the FHWA funded road and bridge improvements for the Guam Transportation Program. From 2012 to 2014 Michael served as the acting area manager for Parsons' Nevada operations, along with being a Project Manager for design and construction management work with Clark County Public Works and the City of Las Vegas. From 2014 to early 2018 Michael served as the Program/Project manager for Parsons' Program Management work for the Guam Department of Public Works for their FHWA funded Guam Transportation Program. Michael is currently the Principal Project Manager at Parsons' South Jordan, Utah office responsible for directing the offices Road and Highway Division including overall project direction, staff supervision and project development in Utah and the surrounding area.

PROJECT EXPERIENCE

PARSONS
Las Vegas, Nevada
Tamuning, Guam
South Jordan, Utah
7/2006-present

Project: Islandwide Program Management Services

Project No. 647829

Client: Guam Department of Public Works, Division of Highway

Project Role: Program Manager/Project Manager

Date: 7/2014 – 1/2018

Project Description:

Parsons is the prime consultant providing Program Management services for the Guam Department of Public Works (DPW) on Guam's federally funded road and bridge projects. These services include complete management of the program including financial planning, environmental permitting, contracts and procurement and management/oversight of design and construction management consultants who are separately contracted with DPW. Parsons services also included development of a full transportation program in compliance with federal requirements, including numerous manuals (design, construction, standard plans, right-of-way, drainage, environmental), master plans (drainage, village streets), policies and procedures (procurement, contracts), GIS based Asset Management

and Pavement Management Systems. The program consists of over \$100 million in federal and grant funding through Fiscal Year 2019. The US Department of Defense (DoD) has also committed to an additional \$100 million in funding to date for roadway mitigation. This DoD funding is also managed through Parsons prime contract with DPW.

Project Responsibilities:

As Program Manager for the DPW's roads program, Michael is responsible for the development, implementation and ultimate success of the \$200 million federally and DoD funded road and bridge program. Michael oversees and manages all aspects of the program including identifying program and project needs; management of Parsons' staff and subconsultant activities; and assisting DPW management and staff with the successful execution of the program. Michael also serves, under special appointment from the Governor of Guam, as the Acting Chief Engineer for DPW's road and bridge program.

Project: CLV Main Street Improvements, US 95 to Owens

Project No.: 647369

Client: City of Las Vegas, NV

Project Role: Project Manager/Design Manager

Date: 6/2013 – 6/2014

Project Description:

Parsons is the prime design consultant to the City of Las Vegas for improvements to Main Street which will greatly enhance a one mile stretch of this roadway and tie in to additional improvements planned to the south and north of the project limits. The project consisted of full roadway reconstruction, implementation of geotextile reinforcement into the pavement design section to provide a thinner plant mix pavement thickness than other conventional designs, improved pedestrian facilities along with safety enhancements, landscape/architectural amenity zone and full replacement of the existing traffic signals and street lights with updated poles to extend the look and feel of the Las Vegas Downtown area. Other project improvements include the complete replacement of existing underground infrastructure with a new storm drain and sanitary sewer systems for the entire length of the project.

Project Responsibilities:

Michael was the Project Manager/Design Manager overseeing and leading all aspects of the projects design. Michael lead and managed the development the conceptual improvements including the development of multiple lane configuration options to facilitate different priorities such as bicycle traffic, enhanced pedestrian facilities, bus turn outs, median alternatives and access to properties along with reports describing the analysis of the concepts and identification a preferred alternatives.

Project: CLV Jones/Valley View Corridor Improvements CMAR Project

Project No.: 647501

Client: City of Las Vegas, NV

Project Role: Project Manager/Construction Manager

Date: 11/2011 - present

Project Description:

Parsons provided full Construction Management Services on the City of Las Vegas' first roadway Construction Management at Risk (CMAR) project. The project consists of improvement on 3 miles of Jones Boulevard and 3 miles of Valley View Boulevard both of which are high volume roadways. The southern limit of the project begins at Desert Inn Road and runs north to the US 95. Improvements to Jones and Valley View include roadway and intersection widening, bus turnouts, asphalt concrete pavement, signal modifications, lighting modifications, utility relocations, pedestrian pathways

and trail improvements.

Project Responsibilities:

Michael Lanning is the Construction Manager on this CMAR project for the City of Las Vegas. He is responsible for the supervision and coordination of the inspection and document control staff to ensure that all inspections and project documentation is completed in accordance with the project requirements. Michael was responsible for the development of a customized version of Primavera Contract Manager to track all of the project documentation for the CMAR Project.

Project: CCPW Sunset Road - Decatur Boulevard to Valley View Boulevard

Project No.: 647466

Client: Clark County Department of Public Works, Clark County, NV

Project Role: Project Manager/Resident Engineer

Date: 08/2011 – present

Project Description:

Parsons provided full Construction Management Services for Clark County Public Works on this project. This project consists of constructing a new section of Sunset Road from Decatur Boulevard to Valley View Boulevard. Improvements include a bridge structure at the Union Pacific Railroad to carry the train traffic over Sunset Road. The project also consists of extensive retaining walls, a railroad mainline shoofly detour to accommodate the bridge construction along with storm drainage and underground utility improvements.

Project Responsibilities:

Michael is the Project Manager and Resident Engineer on this \$11.4 million roadway/railway separation project. He is responsible for the supervision of the inspection staff to ensure that the project is constructed according to the plans and specification. Michael is also responsible for the supervision of the document control staff to ensure that all project documentation is process in a timely fashion and maintained in an orderly manner. He is also responsible for coordination with the Union Pacific Railroad for items of work that will carry rail traffic when the project is completed.

Project: Islandwide Program Management Services

Project No. 646969

Client: Guam Department of Public Works, Division of Highway

Project Role: Construction Manager/Construction Advisor

Date: 4/2009 – 7/2011

Project Description:

Parsons was retained by the Guam Department of Public Works (DPW) to provide program and construction management services for the Federally Funded roadway improvement program. This program includes approximately \$160 million in Federally Funded Territorial Transportation Improvement Projects and \$1.5 billion in potential roadway widening and reconstruction projects in preparation for the military buildup on Guam. Parsons construction management portion of the program trained the DPW's staff on proper procedures for inspection of roadway and bridge construction and on proper procedures for project documentation in accordance with FHWA requirements.

Project Responsibilities:

Michael served as the programs Construction Manager and was responsible for the development of construction management procedures and processes for the Guam Department of Public Works and Federal Highway Administration. As the programs Construction Manager, Michael led the developed and implemented Guam's first Construction Manual for the proper inspection procedures and documentation of construction

projects all in accordance with FHWA requirements. His duties also included oversight of Parsons' staff on numerous roadway and bridge construction projects; oversight and assistance to the Department of Public Works construction management staff; and oversight and assistance to other consultants performing construction management services for the Guam Department of Public Works.

Project: I-15 Widening, 500 North to I-215, Design-Build

Project No. 647094

Client: Utah Department of Transportation / Kiewit/Clyde, Joint Venture

Project Role: Roadway Design Lead

Date: 10/2008 – 3/2009

Project Description:

The Utah Department of Transportation (UDOT) selected Kiewit/Clyde, a joint venture which included Parsons Transportation Group as Lead Designer, to widen I-15 from 500 North to I-215 in Salt Lake City. This \$115 million project included adding a fourth lane (high-occupancy vehicle lane) and concrete overlay from 500 North to I-215. In addition, the scope of work called for three replacement bridges: US 89 over I-15, I-15 over Beck Street and the Union Pacific Railroad (UPRR), and the 800/1000 North over I-15. Parsons, as a lead design subconsultant, performed approximately 72% of the civil and structural design. This project included several structural innovations, such as 9' diameter drilled shafts and tip grouting of the drilled shaft to increase vertical capacity. Other innovations included the first UDOT 'operational' bridge seismic design. Also, long span pre-stressed concrete bulb T girders at 197 feet in length were moved by Self-Propelled Modular Transporters (SPMT).

Project Responsibilities:

As the Roadway Design Lead and Responsible Engineer-in-Charge Michael was responsible for coordination and supervision of all the roadway design effort. He was also responsible for coordinating the overall civil design with bridge, drainage, geotechnical and traffic engineering disciplines along with the Utah Department of Transportation.

Project: CC215 Beltway Widening, Hualapai to Decatur Blvd, Las Vegas

Project No. 647009

Client: Clark County Department of Public Works

Project Role: Project Manager/Resident Engineer

Date: 2/2008 – 10/2008

Project Description:

The project consisted of the construction of approximately three miles of two concrete future lanes and bituminous paved median shoulders in each direction along the CC-215 Bruce Woodbury Beltway between Buffalo Drive and Decatur Boulevard, along with other roadway improvements from Hualapai Way to Decatur Boulevard, including pavement marking to provide an additional lane in each direction. The improvements consist of the following: mainline concrete paving and concrete repairs, plant mix bituminous surfacing, drainage facilities, guardrail, concrete barrier rail, signage, pavement markings, chain-link fencing, impact attenuators, street lighting systems, and traffic control.

Project Responsibilities:

Michael was the Resident Engineer responsible for the day to day supervision of the construction management office and field inspection staff. He was also responsible for supervision and preparation of all the construction management documentation, verifying that the project was completed in accordance with the plans and specifications, and the preparation of monthly pay estimates and monthly reports. The

construction project was completed on time and under budget.

Project: Rancho/Painted Desert & Coran/Rancho Sewer Rehabilitation

Project No. 646968

Client: City of Las Vegas

Project Role: Project Manager

Date: 2/2008 – 11/2008

Project Description:

Parsons provided full construction management and inspection services on two sewer rehabilitation projects for the City of Las Vegas. The projects consisted of approximately 4 miles of sanitary sewer main which includes installation of new sewer piping, junction structures and cured in place pipe liner inversion of existing 15", 21" and 24" pipes.

Project Responsibilities:

Mr. Lanning is Parsons' Project Manager for the construction management on this project and he is responsible for supervision and support of the field construction management staff.

Project: Silverado Ranch Boulevard Interchange, Interstate-15, Las Vegas, Nevada

Project No. 646706

Client: Clark County Department of Public Works

Project Role: Project Manager

Date: 2007-2007

Project Description:

This \$40 million project consisted of the construction of a major urban interchange on I-15 in Las Vegas. Two bridges were constructed, one over I-15 and the other over a large drainage channel. Due to limited Right-of-Way, mechanically stabilized earth walls and conventional cast-in-place retaining walls were constructed to minimize the footprint of the interchange on the surrounding property. This project improved traffic flow on an off of I-15 for the southern portion of the Las Vegas Valley. The interchange was completed and fully operational within 14 months.

Project Responsibilities:

Michael was responsible for the overall supervision, direction, and scheduling of inspectors; monitoring the Quality Assurance testing program; and preparation of project documentation for the new interchange facility. Michael coordinated Parsons' inspectors working various shifts during day and night time construction operations to assure the County that the work was being performed in accordance with the project specifications.

Project: NDOT Contract 3282, I-515 Soundwalls, Sahara Avenue to Las Vegas Boulevard

Project No. 646543

Client: Nevada Department of Transportation

Project Role: Project Manager

Date: 2007-2007

Project Description:

This project consisted of construction of nine miles of architecturally enhanced precast and cast-in-place concrete Soundwalls, fifteen hundred cast in place drill shaft foundations to support the Soundwalls, two miles of lighting conduit and wiring, and extensive traffic control measures. Existing Soundwalls and bridge barrier rails were demolished and removed, to be replaced by a more aesthetically enhanced Soundwall barrier. To minimize disruption to traffic along I-515 the work was performed during night time hours only.

Project Responsibilities:

Michael was responsible for supervision and support of the resident

engineer, office engineers and inspection staff to ensure that the project was constructed according to the contract and that the project documentation complied with NDOT's requirements.

Project: NDOT Contract 3292, I-580

Client: Nevada Department of Transportation

Project No. 646814

Project Role: Project Manager

Date: 2007-2011

Project Description:

The Nevada Department of Transportation (NDOT) has retained Parsons to provide Construction Augmentation Services for the I-580 Freeway Extension Project. Parsons is responsible for augmenting the NDOT Resident Engineer's staff for construction management and construction inspection. The extension of I-580 from the Mt. Rose Highway to Bowers Mansion cutoff will connect Reno and Carson City, effectively completing I-580 in Washoe County. Project length is 8.5 miles and the cost of the current contract is \$400 Million, with \$50 Million of work already performed on a previous contract. Estimated completion date is 2011. The project includes the twin Galena Creek Bridges, which will be the longest cathedral concrete arch bridge in the US, at 1722 feet long and will rise 300 feet above the creek.

Project Role:

Mr. Lanning is responsible for supervision and support of the field construction management and inspection staff.

Project: I-15 North Ogden Weber (NOW) Design-Build; Weber County, Utah

Project No. 646621

Client: Utah Department of Transportation / Michael Baker Corporation / Wasatch County Constructors

Project Role: Roadway Design Manager

Date: 7/2006-2/2007

Project Description:

The \$260 million I-15 New Ogden Weber improvements (I-15 NOW) project consisted of widening and improving 9.3 miles of the interstate passing through the cities of Ogden, West Haven, Marriott-Slaterville, Farr West, and also some unincorporated parts of Weber county. The interstate was widened from four to eight lanes between the southern terminus at 31st Street in Ogden, and the 12th Street interchange, essentially the midway point of the project. Additionally, the interstate was widened from four to six lanes from 12th Street to the northern terminus at 2700 North in the town of Farr West. The project corridor included the mainline of I-15 and the connection of east-west arterial roads at five full interchanges and one half interchange. This reconstruction was one of the largest projects UDOT had ever undertaken since the I-15 build out for the Olympics. Parsons was a sub-consultant to Michael Baker Corporation and performed all roadway and drainage design on the northern 4.2 mile segment of the project.

Project Role:

Michael was Roadway Design Manager and the responsible Engineer-in-Charge for the design of the freeway elements, 2 interchanges, sound barrier (noise walls), and mechanically stabilized earth walls on the northern 4.2 mile segment of the design-build project. He was also responsible for coordinating the design with existing or relocated utilities, with other engineering disciplines and the Utah Department of Transportation.

UINTA ENGINEERING AND SURVEYING, INC.
Evanston, Wyoming

1991-2006
Project Engineer

Project: I-80 Business Route, Fort Bridger - Lyman Section, Uinta County, Wyoming

Client: Wyoming Department of Transportation

Project Role: Project Engineer

Mr. Lanning was responsible for overall roadway design of an 8.4-mile segment of Interstate 80 Business Route. The project included the design of a roadway widening, reconstruction, bike paths, wetland construction and entrance enhancements at historic Fort Bridger, Wyoming. He was also responsible for coordinating with the Wyoming Department of Transportation's geology, hydraulics, traffic, and bridge sections and incorporating the work performed by these sections into the overall project design and plans.

Project: Rock Springs Streets, Yellowstone Road and Signal Drive, Sweetwater County, Wyoming

Client: Wyoming Department of Transportation

Project Role: Project Engineer

The project consisted of development and design management of a 2.3 mile roadway section that involved roadway reconstruction and widening. Mr. Lanning was responsible for leading the design process, coordinating with the Union Pacific Railroad on the at grade crossing, coordinating with other governmental agencies, preparation of project plans, specification estimated quantities and engineers estimates prior to bid.

Project: Yellow Creek Road Rehabilitation, Uinta County, Wyoming

Client: Wyoming Department of Transportation

Project Role: Project Engineer

The project involved the design and construction management of an 8 mile segment of an industrial county road rehabilitation project. Mr. Lanning was responsible for development of design project plans, specifications and estimates, prior to bid and construction management with quality control, quality assurance, project construction records and monthly payment estimates of construction work.

Project: Evanston Streets, Union Road-Main Street

Client: Wyoming Department of Transportation

Project Role: Project Engineer

The project involved the design of 1.1 miles of Urban Arterial Roadway in the City of Evanston, Wyoming, including roadway horizontal and vertical geometry, drainage analysis and design, development of final project plans, specification and estimates. Mr. Lanning was responsible for leading the design process, preliminary survey activities, coordinating with state and municipal agencies, preparation of final project plans, special provisions, specifications and engineer's estimates.

WYOMING DEPARTMENT OF TRANSPORTATION

Uinta County, Wyoming

1984-1991

Construction Contract Supervisor

Project: Interstate 80, Lazear Junction Section, Uinta County, Wyoming

Project Role: Construction Contract Supervisor

The project involved the reconstruction and partial widening of a 5 mile section of Interstate 80 in southwestern Wyoming including grading,

draining, concrete pavement and replacing 2 bridge decks and bridge rehabilitation. Mr. Lanning was responsible for the overall construction management of the project involving monitoring contract progress and contractual obligations, weekly progress reports, monthly pay estimates, scheduling work activities of other engineers, inspectors, survey crews, and technicians.

Project: US-30 Kemmerer-North, Lincoln County, Wyoming

Project Role: Construction Contract Supervisor

The project involved the demolition and replacement of a bridge over the Union Pacific Railroad, roadway grading, concrete pavement, safety enhancements and drainage improvements. Mr. Lanning was responsible for the overall construction management of the project involving monitoring contract progress and contractual obligations, weekly progress reports, monthly pay estimates, scheduling work activities of other engineers, inspectors, survey crews, and technicians.

Project: Interstate 80, Evanston Marginal, Uinta County, Wyoming

Project Role: Construction Contract Supervisor

The project involved the reconstruction of a 4 mile section of Interstate 80 in southwestern Wyoming including grading, draining, concrete pavement, reconstruction of 2 bridges, widening of 2 bridges, and replacement of 2 bridge decks. Mr. Lanning was responsible for the overall construction management of the project involving monitoring contract progress and contractual obligations, weekly progress reports, monthly pay estimates, scheduling work activities of other engineers, inspectors, survey crews and technicians.

AWARDS

Tau Beta Pi Graduate, University of Wyoming

In the Appeal of: Korando Corporation vs. Department of Public Works

OPA-PA-18-002

Purchasing Agency Exhibit List

EXHIBIT E

Resume – Lynden Kobayashi, P.E.

Supervisory Engineer

KEY CAREER PROFILE HIGHLIGHTS

- 10 years of experience in program management (Guam DPW Road & Bridge Program) in planning, design, & construction with both FHWA & DAR Funding) (Estimated value of over \$200 million). Lead Engineer providing technical expertise support and management of projects & tasks.
- 11 years of experience in planning and design of transportation/highway & Public works projects.
- 7 years of experience in program management utility coordination with NAVFAC, & local utilities agencies (Planning, design & construction). Served as Main liaison for DOT and utility stakeholder coordination.
- Subject matter expert in subsurface utility engineering (SUE). Main utility POC for DOT, DOD, NAVFAC, for 4 Defense Access Road (DAR) funded projects & 4 NAVFAC projects.
- 5 years of experience in Routine bridge inspection. Qualified to serve as Team Leader. Main POC for bridge inspection program management.
- As RME for Guam office, responsible for all engineering work on Guam provided by Parsons Brinckerhoff.
- 7 years of experience in managing multi-disciplined consultant designed transportation projects.
- 6 years of experience in performing design of transportation projects & preparing PS&E packages.
- 7 year experience in relocation of electrical, water, wastewater, cable tv, telephone, and storm water utilities for public and private entities.
- 8 years of experience in performing engineering estimates for program Budgeting, PS&E packages, and for independent comparison. 3 years of Experience in providing bid analysis and bid award justification for Federal aid highway program.
- Main liaison for coordination of program improvements for the Guam International Airport Authority for coordination of new road, widening of Airport owned roadway, improving airport signalized intersections, and Connection of proposed airport perimeter road to new public works road.
- 5 years of experience in preparation of design & construction schedules.

ADDITIONAL STUDIES/TECHNICAL TRAINING

- NHI-Highway Safety Features and Appurtenances (Course 380034B)-2009
- Guam EPA and USEPA Storm water management training-2010
- Guam EPA and USEPA Guam Stormwater Workshop-2011
- Guam EPA and USEPA Erosion and Sediment Control Training-2012
- NHI-AASHTO Roadside Design guide (Course 380039)-2013
- NHI-Introduction to Utility Coordination (Course 134006A)-2013
- NHI-Introduction to Safety Inspection of In-Service Bridges (Course 130101)-2013
- NHI-AASHTO Roadside Design guide (Course 380032A)-2013
- NHI-Bridge Inspection Refresher Training (Course 130053)-2014 in Austin, Texas
- PMBOK Project Management Trainings (total of 18)
- Redvector SUE, and water distribution, and sanitary sewer design
- NHI-Contract Administration Core Curriculum (Course 134077)-2015
- NHI-Real Estate Acquisition Under the Uniform Act (course 141045)-2015
- NHI-Local Public Agency Real Estate Acquisition (course 141047)-2015
- NHI-Asphalt pavement inplace recycling techniques (course 131050A)-2015
- NHI-Introduction to NEPA and transportation decision making (course 142052)-2015
- NHI-Introduction to Earthquake Engineering (course 130093W)-2015
- NHI-Post Tensioning Tendon Installation & Grouting (course 130103)-2015
- NHI-Safety Inspection of In-Service Bridges (course 130055)-2015
- NHI-Successful Acquisition under the Uniform Act (course 141052)-2016
- NHI Business Relocation under the Uniform Act (course 141031)-2016

AFFILIATIONS

- American Society of Civil Engineers-Member
- American Public Works Association-Member

COMPUTER SKILLS

FORMAL EDUCATION

Bachelor of Science, Civil Engineering (Concentration in Structures)
University of Nevada, Las Vegas, 2007

PROFESSIONAL EXPERIENCE

- Responsible Managing Employee (RME)* September 2016 to Present
WSP formerly Parsons Brinckerhoff, Tamuning, Guam
 - Responsible for overall management of the firm’s licensed and subordinate staff.
- Senior Engineer/Lead Engineer (starting 2014)* December 2008 to Present
Parsons Brinckerhoff, Tamuning, Guam
 - Performs quality assurance reviews for consultant designed roadway, bridge, & traffic engineering projects for federal-aid highway program. Subject matter expert (SME) in roadside design and safety. Full involvement from planning thru design to bid opening and partial involvement thru construction. Main POC between the designer & the DOT, for design reviews, resources, technical guidance and circulation to all other design review disciplines.
 - Develops, and maintains roadway and bridge standard plans for the state department of transportation (DOT) (Task Lead).
 - Designs roadway and bridge reconstruction/rehabilitation projects, and completed numerous PS&E packages for various civil engineering disciplines meeting federal-aid requirements. (traffic, drainage, roadway, & bridge projects).
 - Technical support & key member providing planning & design recommendations to the DOT as an extension of engineering staff.
 - Main POC for design reviews on local consultant designs. Responsible for Coordination or review and resolution of all design issues and comments.
 - Responsible for responding & resolving construction requests for information, and reviewed/approved construction submittals for DOT projects.
 - Reviews construction cost estimates & performing bid analysis to check for unbalanced contractor bidding or bid rigging for all DOT projects.
 - Manages, performs, and processes traffic data collection for the DOT.
- Sr Utility Engineer/Program Utility Coordinator* December 2011 to Present
Parsons Brinckerhoff, Tamuning, Guam
 - Responsible for overall utility program quality assurance and quality control (QA/QC) for a federal-aid highway program as the subject matter expert.
 - Authored, and executed more than 30 multi-government agency utility agreements (between private, local and federal government).
 - Negotiates cost sharing opportunities between utility agencies and the DOT.
 - Manages department of transportation’s utility program and provided QA/QC for Subsurface Utility Engineering contracts as the DOT’s SME.
 - Liaison between key utility stakeholders and the DOT.
 - Responsible for authoring utility relocation/accommodation/design manual for DOT for inclusion into roadway design manual.
 - Developed and established all contacts for DOT’s utility contact list.
 - Key point of contact between utility agencies and the DOT from the program level through design and construction into project closeout.
- Bridge Inspector/Team Leader* April 2009 to Present
Parsons Brinckerhoff, Tamuning, Guam
 - Completed 71 routine bridge inspections, and co-authored the bridge inspections reports.
 - Completed 2 special bridge inspections and authored and sealed the reports.
 - Developed recommendations for improvements, maintenance, studies, cost estimates, and helped develop the DOT’s bridge needs list.
 - 2015 thru 2017 Responsible for QA of routine, underwater, and Level 1 and 2 scour bridge inspection reports, and load rating calculations.
 - Assisted in review of overweight and oversized permit applications.
- Roadway/Highway Engineer* August 2006 to 2008
Parsons Brinckerhoff, Las Vegas, Nevada
 - Designed horizontal and vertical alignments, road profiles, road superelevation and developed construction details. Prepared, striping, signing, typical section, demolition, roadway, and retaining wall plans.
 - Prepared quantities for cost estimate.

Lynden M. Kobayashi, PE

479 Areca Palm St. Barrigada, Guam, 96913
Guam Cell: (671) 988-4225, Hawaii Cell: (808) 392-1139
Email: lynden.kobayashi@wsp.com

ADDITIONAL EXPERIENCE

Engineering Intern 2005 to 2006

City of Las Vegas Department of Public Works, ROW

- Worked in GIS to update and provide information for recorded easements, and ROW for city streets.
- Recorded easements, plat maps and deeds.
- Reviewed Plat maps and easements, and digitized into GIS.
- Worked in the plans library and performed document control.

PROJECT EXPERIENCE

Guam Islandwide Program Management

- As lead engineer, responsible for providing planning, design, bid support, & Construction support for the DOT. This consisted of overseeing the design of all design & planning projects & performing the design of some projects.

- Microsoft Office: Excel, Word Outlook, Lync, Access, Publisher, and powerpoint
- AutoCAD-2004 to 2014/AutoTurn
- Microstation-V7 to V8i/InRoads/Guide Sign/Leap Conspan/Autoturn
- Microsoft Project-2012 to 2014
- Transoft-Park CAD
- Traffic Counting Software: MCRReport, and Petra Pro

CERTIFICATIONS

- Hawaii Board of Professional Engineers, Civil (#14930), 2012
- Guam Board of Registration for Professional Engineers, Architects and Land Surveyors, Civil Engineer (#1821), 2015
- Commonwealth of the Northern Mariana Island, Civil (#469), 2016

PUBLIC INVOLVEMENT

- Presentations at Okkodo High School & Simon Sanchez High School, Guam for 2014 Engineers week to raise awareness of engineering, science and mathematics-February 20th 2014
- Presentation at Guam Community College for National Summer science and Transportation Institute Program (NSTI) to raise awareness of Engineering technology for college bound students-July 7th 2014 & July 15th 2015
- Special Olympics Guam-March 2011, 2012, 2013 & 2015 volunteer for P.C. Lujan Elementary School
- SUE presentation for 2015 Pacific Island Territories Conference-SME in SUE, presenting to Guam DPW, CNMI DPW, American Samoa DPW, and FHWA

Current Employment Information

- WSP, USA INC; 590 South Marine Corps Drive, Suite 421 Tamuning, Guam 96913, 40 hour work weeks, Supervisor; Jeff Wilson (671) 646-6872

In the Appeal of: Korando Corporation vs. Department of Public Works

OPA-PA-18-002

Purchasing Agency Exhibit List

EXHIBIT F

Curriculum Vitae – Amir M. Soltani, P.E.

CURRICULUM VITAE

AMIR M. SOLTANI, PE

EXECUTIVE CONSULTANT

QUALIFICATIONS

Master's Degree in Geological Engineering, Minor in Civil Engineering
Bachelor's Degree in Geological Engineering
State of Nevada, Registered Civil Engineer, No. 010748
State of California, Registered Civil Engineer, No. C46230

MEMBERSHIPS

American Public Works Association, Nevada (141697)

PERSONAL DEVELOPMENT AND AWARDS

2017 Certificate of Appreciation from the Tahoe Transportation District for outstanding professional contribution and dedicated service to Lake Tahoe's Transportation and Water Quality Programs.
2001 Managerial Excellence Award from the Floodplain Management Association for exemplary leadership and effective watershed management in the Lake Tahoe basin.
NDOT Employee Recognition Program Award for hard-earned successes and for a willingness to help other employees.
American Public Works Association - Nevada Chapter, 1998 Project of the Year Award - "El Nino Pre-Emergency Bridge Scour Countermeasures".
FHWA's 1999 National Environmental Excellence Award presented in Washington DC for the 1996 Lake Tahoe SR 28 Water Quality Demonstration Project.
AASHTO's 1999 Award for Best Practices in Environmental Engineering for "Partnering with the Regulatory Community in the Lake Tahoe Basin".
ASCE - Truckee Meadows Branch 1999 Outstanding Achievement in Civil Engineering Planning and Development - NDOT Lake Tahoe Environmental Improvement Master Plan.
ASCE - Truckee Meadows Branch 1999 Outstanding Achievement in Civil Engineering Geotechnical for the SR 28 and US 50 Phase 2 Erosion Control Project at Lake Tahoe.
Nevada Chapter APWA Project of the Year Award 2001 for the 1997 Walker River Restoration Project.
Nevada Chapter APWA Project of the Year Award 2000 for NDOT Bridge Scour Countermeasure and Monitoring Program.
American Society of Civil Engineers - Truckee Meadows Branch, 2002, Outstanding Achievement in Civil Engineering (past 150 years) - Public Works Category - "Lake Tahoe Master Plan for Erosion Control and Storm Water Management".

PROFILE

Amir Soltani has 30-years of experience as a professional civil and geotechnical engineer. Mr. Soltani's areas of expertise includes program management; project management; procurement and contract administration of design and construction services; procurement and administration of Design/Build (D/B) and Construction Management-at-Risk (CMGC) contracts; issue resolution and partnering; change order management; risk management; development of best practices, policies, procedures and guidelines; and process improvements.

Prior to HKA, Mr. Soltani was Chief of Project Management for the Nevada Department of Transportation (NDOT), a Geotechnical Engineer, and Chief of Hydraulics. As the Chief of the Project Management, Mr. Soltani administered a \$14 Billion transportation program.

Mr. Soltani has received awards and recognition for exemplary leadership; outstanding professional contribution and dedicated service to Lake Tahoe's transportation and water quality programs; partnering with regulatory agencies.

EXPERIENCE

Mr. Soltani has administered design and construction of numerous Major (\$100M+) and Mega (\$500M+) transportation projects from the planning phase to the end of construction. Sample projects include: Project NEON capacity improvements and HOV lanes – Las Vegas (\$1B), I-15 south capacity improvements – Las Vegas (\$300M), I-15 North capacity improvements– Las Vegas (\$265 M), USA Parkway new alignment – Washoe County (\$100M) and I-80 operational improvements – Reno (\$100M).

Mr. Soltani has administered eight D/B contracts with a total construction cost of \$1.4B and seven CMAR contracts with a construction cost of over \$100 million. He has experience with Public Private Partnership (PPP) agreements and oversaw development of a final RFP for a \$600 million Design Build Finance Operate and Maintain (DBFOM) contract.

Mr. Soltani had direct oversight for procurement, negotiation and administration of design and construction contracts; negotiated design and construction change orders and served as a senior member of partnering issue resolution ladder for all innovative delivery contracts.

As the NDOT's Chief of Hydraulics' Division, Mr. Soltani administered environmental improvement projects (Lake Tahoe Basin), regional flood control projects (\$200M+), river restoration projects, bridge scour mitigation projects and design of roadway drainage facilities.

Mr. Soltani has a wealth of knowledge and experience partnering with agencies (ASCE, AGC, FHWA, RTC's, local and federal) to create, implement and administer new programs and processes including:

- NDOT's Pioneer Program that included innovative contracting (D/B, DBF and CMAR) and administration of unsolicited proposals.
- Lake Tahoe Environmental Improvement Program that included design and construction of transportation, erosion control, flood control and water quality projects on all NDOT roadways within the Lake Tahoe Basin.
- Bridge Scour Program that included identification, prioritization and implementation of bridge scour mitigation and river restoration strategies to protect NDOT bridges over waterways.

- The Accelerated Project Delivery (APD) Program. NDOT's DBB project delivery process for projects with no environmental impacts was accelerated. The average time from project identification to award was reduced to 2.8 months.

In support of these programs, Mr. Soltani oversaw development and implementation of new policies, procedures and manuals including:

- Project Management Guidelines.
- Pioneer Program Guidelines (PPG)
- Risk Management and Risk Based Estimating Guidelines.
- Project Development and Scoping Guidelines that includes an integrated process for Linking Planning and NEPA, Project Scoping Process, and a planning level parametric cost estimating tool.
- Water Quality Manuals including: Planning and Design Guide, and The Construction Site Best Management Practices Manual, and
- Drainage Manual that includes policies, procedures and technical guidance for drainage and flood control projects.

Mr. Soltani has a successful record of collaborating with local, state, federal agencies to conduct research, perform joint studies and implement projects. The partnering process with the Lake Tahoe agencies was recognized nationally by FHWA.

PUBLICATIONS & PAPERS

K. Dennett, P. Fritchel, R. Siddharthan, A. Soltani, "**Evaluation of Strategies to Control Erosion along U.S. Highway 50 Between Carson City and Lake Tahoe**", First International Conference on Scour of Foundations, College Station, Texas, November 17-20, 2002.

K. Dennett, P. Fritchel, R. Siddharthan, A. Soltani, "Development and Implementation of a Scour Monitoring Program for Selected Bridges Crossing the Truckee River", First International Conference on Scour of Foundations, College Station, Texas, November 17-20, 2002.

Amir M. Soltani and William Timmesch, "**Partnering with the Regulatory Community in the Lake Tahoe Basin**", Proceedings of Conference 29 of the International Erosion Control Association, Reno, Nevada, February 16-20, 1998.

Amir M. Soltani and Michael J. Nicholl, "**Computer Aided Design of Cut rock Slopes on Nevada State Route 163 Near Laughlin, Nevada.**" Proceedings of the 29th Engineering Geology and Geotechnical Engineering Symposium, Reno, Nevada, March 22-24, 1993.

Robert J. Watters and Amir M. Soltani, "**In Situ Rock Stress Field Determinations by Acoustic Emission Monitoring**", Proceedings of the 8th. International Acoustic Emission Symposium, Tokyo, Oct. 21 - 24, 1986.

Amir M. Soltani, "**Determination of In Situ Stresses Within Rock Masses using The Acoustic Emission Technique**", Master Thesis, Mackay School of Mines, August 1986.

Robert J. Watters and Amir M. Soltani, "**Acoustic Emission Activity in Response to Borehole Deformation in Rock Masses**", paper presented at the 2nd. International Conference on Acoustic Emission and 28th. AEWG meeting, Lake Tahoe, Nevada, in Journal of Acoustic Emission, Vol. 4, No. 2/2/ Apr-Sept, 1985.

In the Appeal of: Korando Corporation vs. Department of Public Works

OPA-PA-18-002

Purchasing Agency Exhibit List

EXHIBIT G

08-14-18 – Korando's Contract Change Order Request #12



ORIGINAL

18-1450



KORANDO CORPORATION
GENERAL CONTRACTOR

P.O. BOX 20538
GMF, GUAM 96921
TEL: (671) 649-7680
(671) 649-7681
FAX: (671) 649-7682
EMAIL: admin_korando@teleguam.net

August 14, 2018

Mr. Glenn Leon Guerrero
Director
Department of Public Works (DPW)
Government of Guam

**GU-NH-NBIS (0007) Bile/Pigua Bridge Replacement
Contract Change Order Request #12
Guam Power Authority (GPA) Overhead Line Conflicts & Alternative Overhead Line Relocation Plan**

Dear Mr. Glenn Leon Guerrero

Background: OPA Stipulation and Order:

Korando, through execution of the contract, together with GPA's inability to implement and maintain backfeeding and de-energizing work in the field, believe that the existing overhead electrical cables present a design issue consistent with Item 5c. of the OPA Stipulation and Order dated December 16, 2015, which states: "If DPW/owner in co-ordination with Korando reasonably determines this is a design issue, DPW will be responsible for (i) finding a constructible solution, providing and redesigning construction plans to address this conflict, and (ii) contacting Guam Power Authority (GPA) and third party communication partners."

Contract Document References:

- [1] OPA Stipulation and Order, December 16, 2015
- [2] Contract Drawing C-24 Construction Phasing Sheet Pile Profiles
- [3] Contract Drawing S5 Typical Demolition Phasing Section and Notes
- [4] DPW Letter March 4, 2016: Existing Interim Bridges Capacity and Alleged Power Line Conflict
- [5] DPW Letter January 31, 2017: Existing Interim Bridges Capacity and Alleged Power Line Conflict
- [6] OSHA 1926.1408
- [7] Korando Letter November 16, 2016: Extension of Contract Time Request #01 Guam Power Authority (GPA) Overhead Electrical Line De-energizing
- [8] Korando Letter November 14, 2017: Extension of Contract Time Requests #01 & #02 GPA Overhead Electrical Line De-energizing & Driving of Precast Concrete Piles at Bile Bridge

Precast Concrete Box Girder Installation Conflicts:

DPW's original construction phasing plan makes no allowance for placement of the Bile Bridge box girder beams. The existing Bile Bridge overhead electrical line must be removed or relocated prior to lifting the Phase I box girder beams into position. The box girder beams must either be picked and swung in a 180deg swing path (which DPW state is not required by their phasing plan – "eliminated the need for a 180deg swing path, and resolved the Conflict.", refer letter January 31, 2017) using a single very large crane, or alternatively, picked from the existing temporary one lane bridge and swung into position using two smaller cranes operating from each end of Bile Bridge – both options conflict with the existing overhead electrical line. Figures 1 & 2 below show the location of the existing overhead line for your reference.



Figure 1: Existing Bile Bridge Overhead Electrical Line & Required Relocation (South Elevation)

Sheet Pile Installation Conflicts

Contract Drawing C-24 Construction Phasing Sheet Pile Profiles requires that approximately 951ft± of sheet pile be installed within 10ft of the existing 13.8kV overhead electrical line at both Bile and Pigua Bridges. This encroachment violates OSHA 1926.1408 Table A minimum clearance requirements of 10ft given the voltage of the line, and requires that the electrical line be de-energized prior to any work within 10ft.

DPW's position on the existing overhead electrical line conflict for the project, as stated in their letter dated March 4, 2016, is "With GPA allowing backfeeding and outages and considering the actual voltage in the power lines, the safe offset from the lines is reduced to 10ft." Furthermore, DPW concludes "the alleged electrical line conflicts are the result of contractor convenience and not constructability."

Given DPW's position above, and the responsibility of executing the contract, Korando engaged GPA to perform backfeeding and de-energizing of the electrical line to safely perform the sheet pile installation work required above. Korando installed backfeeding equipment on the effected electrical lines and concrete poles in order to implement backfeeding and de-energizing of the overhead electrical line at each bridge site.

After completing sheet pile installation at Pigua Bridge, and part way though sheet pile installation at Bile Bridge, GPA withdrew their approval of allowing backfeeding and de-energizing of the electrical line due to under-voltage conditions and downed substation problems within their wider electrical network. GPA notified Korando via email on July 28, 2016, that "due to under voltage condition daily work clearance after today (7/28/16 @ 4:00PM) will be suspended till further notice. After today 4:00PM GPA crew will be scheduled to restore and close pole top switches for normal circuit condition.". Subsequently, GPA would not permit or approve any further backfeeding or de-energizing of the electrical line for the project, instead requiring that Korando complete their alternative overhead electrical line relocation plan at Bile Bridge to provide the minimum clearance requirement of 10ft to the now live electrical line, prior to completing sheet pile installation work.

To mitigate this delay, Korando attempted to expedite their alternative relocation plan for the overhead electrical line at both Bile and Pigua Bridges, providing the safe 10ft clearance to the now live electrical line. Following several GPA work cancellations in relation, Korando completed relocation of the overhead electrical line on August 23, 2016, and September 20, 2016, at Bile and Pigua Bridges respectively.

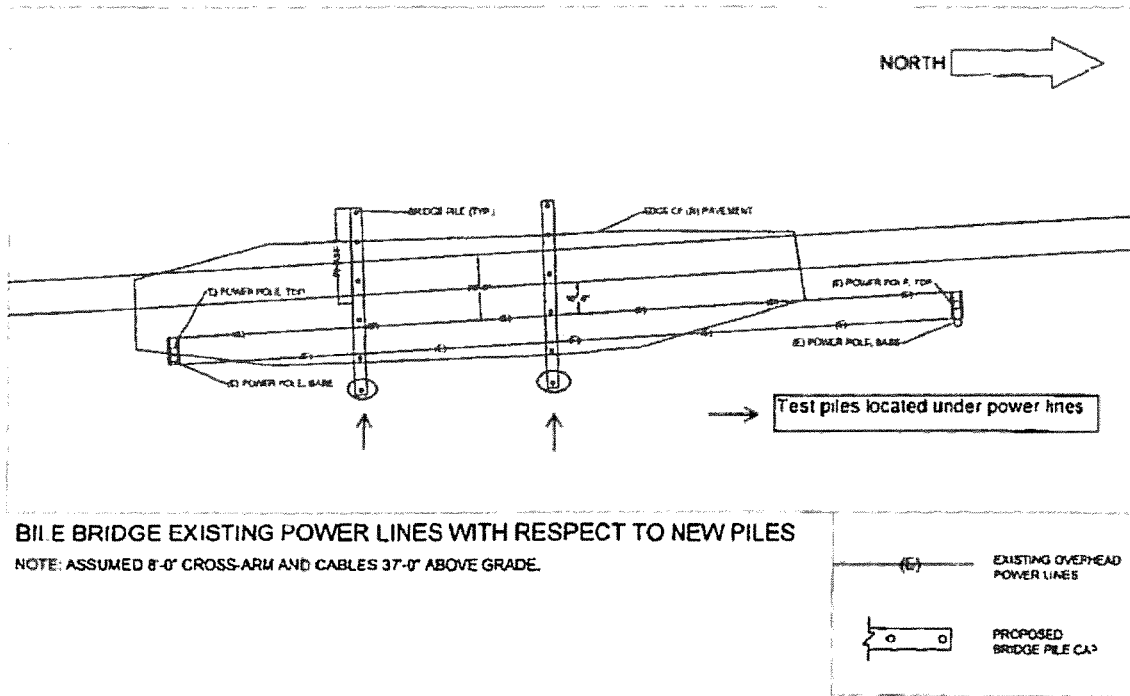


Figure 2: Existing Bile Bridge Overhead Electrical Line (Plan)

Alternative Overhead Electrical Relocation Plan (Attachment 1):

Ultimately, GPA were unable to provide backfeeding and de-energizing of the overhead electrical lines as proposed by DPW, instead requiring Korando to implement their alternative electrical relocation plan in order to complete the sheet pile and box girder installation work required by the contract. DPW's assumption, stated in their letter dated March 4, 2016, that "Pile off-load, positioning, and driving, and bridge construction can be accomplished using the contract 2-phase construction plan at both bridges..." has proved incorrect during the course of the executing the contract, and has required an additional relocation of the overhead electrical lines in order to complete the sheet pile and box girder installation.

The Alternative Overhead Electrical Relocation Plan, endorsed by GPA, is presented in Attachment 1.

Alternative Overhead Electrical Relocation Plan Costs (Attachment 2):

The Alternative Overhead Electrical Relocation Plan Costs are presented in Attachment 2.

Please call if you would like to discuss in further detail.

Sincerely

Korando Corporation

A handwritten signature in black ink, appearing to read "Byong Ho Kim", written over a circular stamp or mark.

Mr. Byong Ho Kim
President

Attachment 1: Alternative Overhead Electrical Relocation Plan

00000000

Transmittal/Review/Approval

FILE NAME:

DATE

15 Kv Overhead Line Pole Relocation

1/18/2018

CONTRACT NO. GU-NII-NBIS(007)	TITLE: (Fill in Project Title/Location Here) Bile / Pigua Bridge Replacement (Construction Phase), Route 4, Merizo, Guam
FROM (CONTRACTOR) Korando Corporation	TO: Arthur Manglona / GPA
SUBMITTAL NO. 636.031-01	SPECS. SECTION 636

ENCL. NO.	NO. OF PAGES	DESCRIPTION	SPEC. SEC. / PARA.	PAY ITEM NO.	SCHEDULE ACTVY. NO.	CQC CODE
1	5	15 Kv Overhead Line Pole Relocation	636			A

DATE NEEDED BY:

TRANSMITTED FOR: APPROVAL CLARIFICATION SELECTION RECORD VARIANCE

It is hereby certified that the material submitted herein conforms to contract requirements and can be installed in the allocated spaces.

CONTRACTOR'S REPRESENTATIVE NAME/TITLE Joffrey Caasi / Korando	SIGNATURE
--	-----------

Received By (Print Name & Sign)/Date/Time: **Arthur Manglona / GPA 1/18/2018**

FROM	SIGNATURE	DATE
------	-----------	------

TO: Arthur Manglona / GPA	<i>For review/comment () copies of enclosures forwarded RETURN WITHIN () WORKING DAYS, unless submittal is for record/info purposes only and there are no adverse comments.</i>
-------------------------------------	---

Received By (Print Name & Sign)/Date/Time:

FROM	TO	DATE
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RECOMMEND / Enclosure(s) is (are)

No Exception Taken (NET) Rejected/Resubmit (Rej/R) _____

Exceptions As Noted (EAN) No Action Required (NAR) _____

Revise/Resubmit (Rev/R) Not Subject To Review (NSTR)

REMARKS

Copies of encls returned:

Copy to:

SIGNATURE: **Arthur Manglona**

Received By (Print Name & Sign)/Date/Time



PROJECT TITLE
 BIL/PIEA BRIDGE REPLACEMENT
 (CONSTRUCTION PHASE)
 (CU-NI-HIS1007)
 ROUTE 1 ROAD, HONOLULU GUAM

DATE
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 CHECKED BY
 DATE

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 CHECKED BY
 DATE

DATE
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 CHECKED BY
 DATE

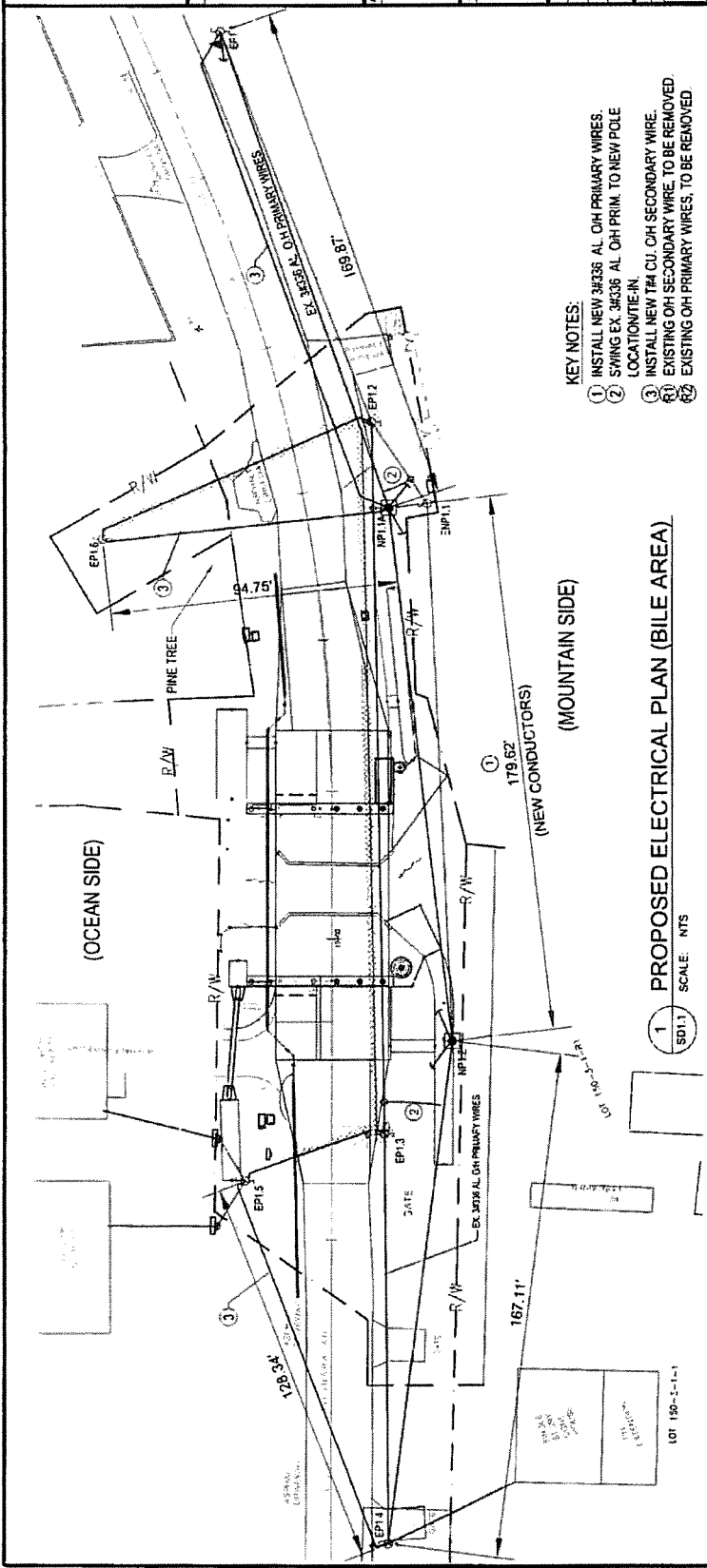
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- KEY NOTES:**
- ① INSTALL NEW 3#336 AL OH PRIMARY WIRES.
 - ② SWING EX. 3#336 AL OH PRIM. TO NEW POLE LOCATION/IN.
 - ③ INSTALL NEW 1#4 CU OH SECONDARY WIRE.
 - ④ EXISTING OH SECONDARY WIRE. TO BE REMOVED
 - ⑤ EXISTING OH PRIMARY WIRES. TO BE REMOVED

PROPOSED ELECTRICAL PLAN (BILE AREA)

SCALE: NTS

NEW POLE SURVEYED LOCATION			
MARK	POLE SIZE	COORDINATES EASTINGS NORTHINGS	STATION
ENP1.1	55 NEW CP	297686.299 375216.757	STA 11+38.70
NP1.1A	55 NEW CP	297683.751 375394.275	STA 11+17.83
NP1.1B	55 NEW CP	297711.189 375216.757	STA 9+65.08

PLAN REVIEW

APPROVED AS NOTED

DISAPPROVED

SIGNATURE: *[Signature]*


DATE: 2/20/20

SYMBOL DESCRIPTIONS
 * REMOVE EXISTING PRIMARY CONFIGURATION AND INSTALL NEW CONFIGURATION.

MARK	POLE SIZE	CONFIGURATION		DOWN GUY	STREET LIGHT	ATTACHMENT/COMMENTS
		EXISTING	NEW			
EPI.1	55 CP EXISTING	VC1-A				IP XFMR BANK FROM EPI.3
EPI.2	45 CP EXISTING	VC2-A/JA4	VC3			RELOCATE 3P XFMR BANK TO NP1.1, AND EXIST. POLE TO BE REMOVED
EPI.3	45 CP EXISTING	VC1-A/JA4				RELOCATE TO NP1.1 & ENERG. AND EXIST. POLE TO BE REMOVED
EPI.4	45 CP EXISTING	VC1-A	VC3			EX. IP XFMR. STA. TO REMAIN
EPI.5	35 CP EXISTING	J3				
EPI.6	35 WO EXISTING	J3				
NP1.1	55 CP NEW	XC8/JA	2-EA			3-PHASE BANK FROM EPI 2 W/ RISER/ NEW HYBRID SYSTEM TO SERVE PUMP
NP1.1A	55 CP NEW	XC8/JA	2-EA			3-PHASE BANK FROM EPI 2 W/ RISER/ NEW HYBRID SYSTEM TO SERVE PUMP
NP1.2	55 CP NEW	XC8	2-EA			

SD-1.1

SHEET 1 OF 3



PROJECT TITLE
**BUS/PIGUA BRIDGE REPLACEMENT
(CONSTRUCTION PHASE)
(CI-NI-1888(07))**

ROUTE ROAD, HONOLOULU, GUAM

DATE
REVIEWED BY
CHECKED BY
DRAWN BY
SCALE

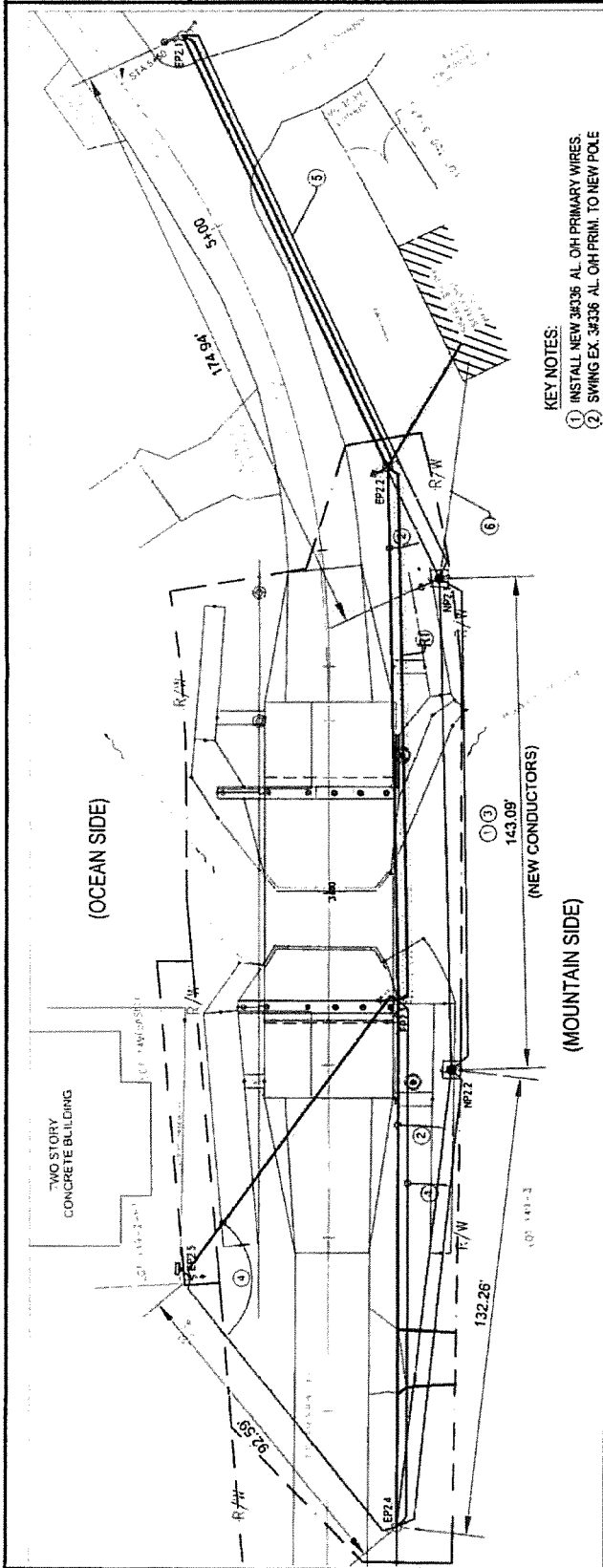
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SCALE

DATE
REVIEWED BY
CHECKED BY
DRAWN BY
SCALE

**NEW POWER POLE
LAY-OUT
(PIGUA AREA)**

SHEET NUMBER
SD-2.1

SHEET 2 OF 3



1 PROPOSED ELECTRICAL PLAN (PIGUA AREA)

SCALE: NTS

- KEY NOTES:**
- ① INSTALL NEW 30336 AL OH PRIMARY WIRES.
 - ② SWING EX 30336 AL OH PRIM. TO NEW POLE LOCATION/TYPE IN.
 - ③ INSTALL NEW T84 CU OH SECONDARY WIRE.
 - ④ SWING EX T84 CU OH SECON. TO NEW POLE LOCATION/TYPE IN.
 - ⑤ INSTALL NEW D66 CU OH SECONDARY WIRE.
 - ⑥ INSTALL NEW T84 CU OH SERVICE DROP WIRE.
 - Ⓡ1 EXISTING OH SECONDARY WIRE, TO BE REMOVED.
 - Ⓡ2 EXISTING OH PRIMARY WIRES, TO BE REMOVED.

NEW POLE SURVEYED LOCATION			
MARK	POLE SIZE	COORDINATES	
		EASTINGS	NORTHINGS
NP2.1	55' NEW CP	297679.504	574628.808
NP2.2	55' NEW CP	297601.203	574609.045

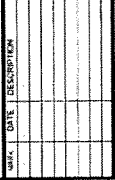
MARK	POLE SIZE	CONFIGURATION		DOWN GUY	STREET LIGHT	ATTACHMENT/COMMENTS
		EXISTING	NEW			
EP2.1	45' CP EXISTING	VC2-A	VCB		TO REMAIN	IP XFMR. BANK FROM EP1.3
EP2.2	45' CP EXISTING	VC1-A/J4			RELOCATE TO NP2.1 & ENERG.	RELOCATE 3P XFMR. BANK TO NP1.1 AND EXIST. POLE TO BE REMOVED
EP2.3	45' CP EXISTING	VC1-A/J4			RELOCATE TO NP2.5 & ENERG.	RELOCATE IP XFMR. BANK TO EP1.3 AND EXIST. POLE TO BE REMOVED
EP2.4	45' CP EXISTING	VC1-A/J4	VCB		TO REMAIN	EX. IP XFMR. STA. TO REMAIN
EP2.5	35' CP EXISTING	J3			RELOCATE FROM EP2.3	
NP2.1	55' CP NEW		VCB/J4		2-EA	RELOCATE FROM EP2.1
NP2.2	55' CP NEW		VCB/J4		2-EA	

SYM. DESCRIPTIONS
 * REMOVE EXISTING PRIMARY CONFIGURATION AND INSTALL NEW CONFIGURATION.



PROJECT TITLE
**PILE/PICHA BRIDGE REPLACEMENT
 (CONSTRUCTION PHASE)**
 (CU-NH-985)(007)
 ROUTE 4 ROAD PERRO GUAN

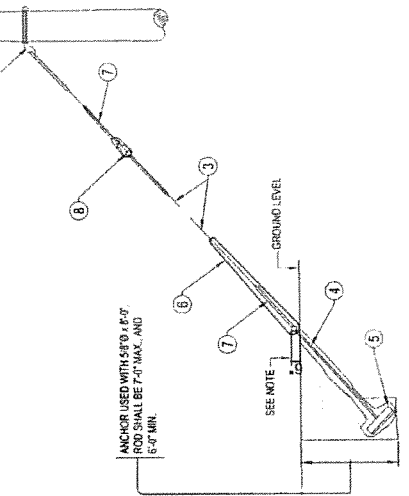
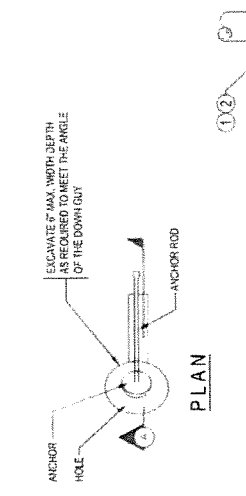
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 CONTRACTOR: _____



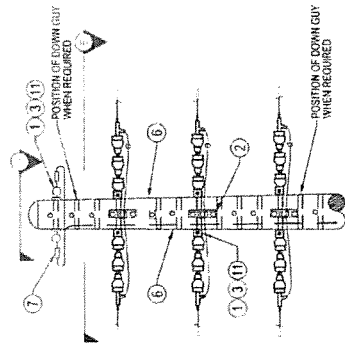
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 DESCRIPTION: _____

POWER POLE
 CONFIGURATION
 DETAIL

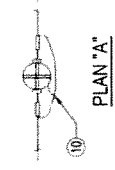
SHEET NUMBER
SD-3.1
 SHEET 3 OF 3



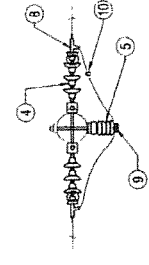
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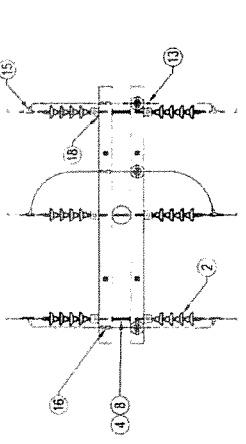
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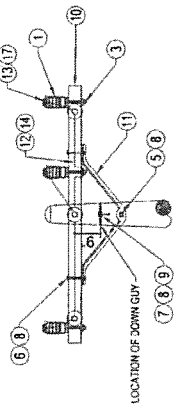
PLAN 'A'



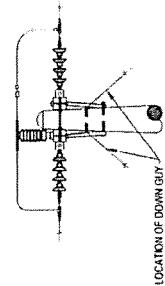
PLAN 'B'



PLAN



FRONT ELEV.

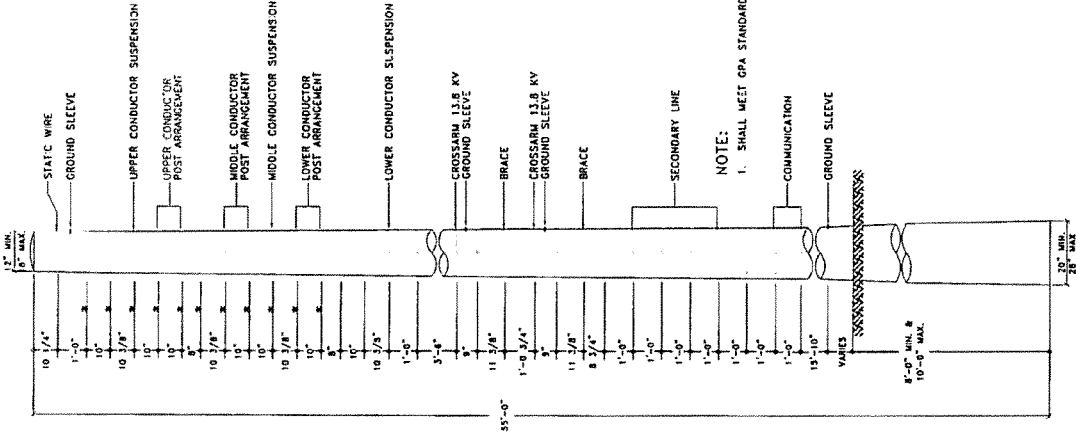


SIDE ELEV.

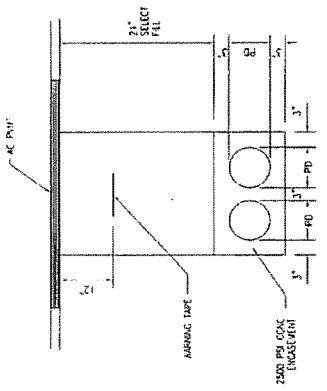
ITEM	INDEX NO.	RECD	BILL OF MATERIALS	ITEM	INDEX NO.	RECD	BILL OF MATERIALS
1	0783	3	Vertical Line Post	1	0062	4	Oval Eye Bolt, 5/8" Diameter x 15" W Nut
2	0716	6	Deadend Insulator	2	0069	6	Machine Bolt, 3/8" Diameter x 1 1/2" W Nut
3	0953	3	Mounting Stud for Vertical Line Post	3	1376	14	Spring or Curve Washers
4	0059	3	Flor. Double Armring, Eye 5/8" x 2 1/2" W/Nut	4	0775	18	Insulator Suspension, Clevis Type 10" Diameter
5	0067	1	Bolt, Machine 5/8" x 1 1/4" W/Nut	5	0715	3	Clamp Top Line Post Insulator, Horizontal Mount
6	0063	4	Bolt, Machine 1/2" x 6" W/Nut	6	1386	50	1/4 Solid Copper, Soft Drawn Wire
7	0071	7	Bolt Thimble Eye Angle Galv. 5/8" x 1 1/4" W/Nut	7		2	Straight Line Strain Clamp Galvanized (For Static Wire)
8	1377	21	Washer, Square 1 1/16" Hole	8		6	Deadend Clamp, Clevis Type (Size as Required)
9	0974	1	Thimble Eye Angle 5/8"	9		3	Straight Clamp for Clamp Top Line Post Insulator
10	0461	2	Crossarm 4 3/4" x 3 1/2" x 8"-0"	10	0972	3	Connector, (Size as Required)
11	0101	2	Crossarm, Brace Angle 48°	11			Nut Eye, 3/8" Diameter Hole
12	1311	10	Staple Wire				
13	0016-19	3	Armor Rod (Size as Required)				
14	1386	8	Wire #4 Cu.				
15	0156-158	6	Clamp, Deadend (Size as Required)				
16	0267-275	3	Connector (Size as Required)				
17	0357-372	3	Clamp for Vertical Line Post (Size as Required)				
18	0972	3	Nut Eye, 5/8" Hole				

VC8

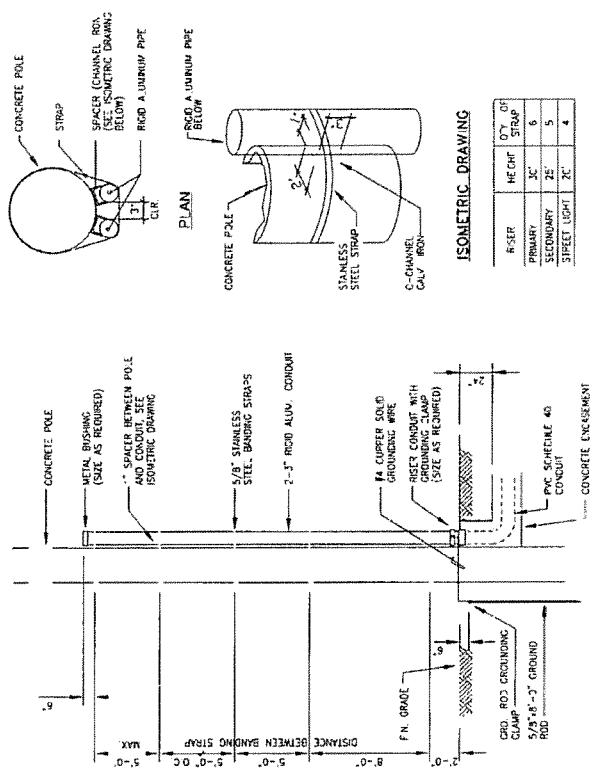
DOWN GUY



1 55' CONC. POLE - CLASS "B"
SD32 SCALE: NTS



2 TRENCH DETAIL
SD32 SCALE: NTS



3 TYPICAL RISER DETAILS
SD32 SCALE: NTS

ISOMETRIC DRAWING

RISER	HEIGHT	DIAMETER
PRIMARY	25'	36"
SECONDARY	25'	24"
STREET LIGHT	20'	24"

PROJECT TITLE
**BIEL/PIQUA BRIDGE REPLACEMENT
(CONSTRUCTION PHASE)
(01-1H-ARB)(07)**

ROUTE / ROAD / BRIDGE / CULVERT

DATE

REVIEWED BY

DRAWN BY

CHECKED BY

DATE

NO. OF SHEETS

SHEET NUMBER

SD-3.2

SHEET 1 OF 3

DATE

DRAWN BY

CHECKED BY

DATE

DRAWN BY

CHECKED BY

DATE

NO. OF SHEETS

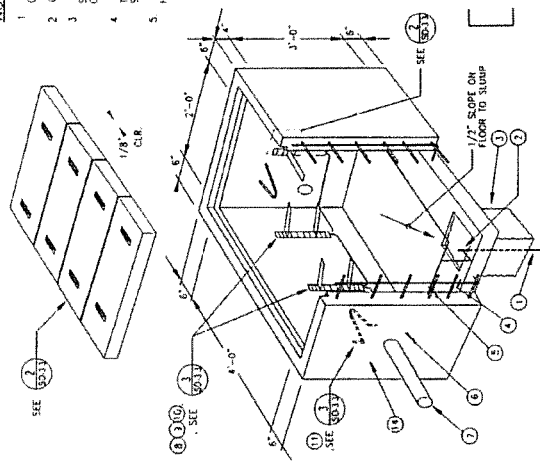
SHEET NUMBER

SD-3.2

SHEET 1 OF 3

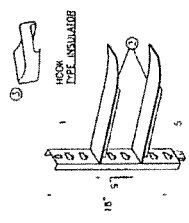
NOTES:

- THE USE OF WELDING IS TO BE USED FOR CONNECTIONS OF MORE THAN 3 JOINTS OF SECONDARY AND SURVIVAL
- GROUND ALL WIREMANS IN THE HANDHOLE
- TOP OF THE HANDHOLE SHOULD BE FLUSH WITH THE SURFACE OF THE CONCRETE. THE CLEARANCE FROM FLOOR TO SURFACE SHOULD BE 4" MIN.
- AREA OF CONCRETE ENCASEMENT SHOULD BE 6" MINIMUM FROM THE FLOOR SLAB TO MINIMUM FROM THE LEFT OR RIGHT SIDE WALL, AND 12" MIN. FROM THE TOP OF THE HANDHOLE
- PROVIDE APPROXIMATE 1/8" CLEARANCE BETWEEN HANDHOLE COVERS AND BETWEEN COVERS AND LEGS SOLES



1 4'X2'X3' SECONDARY HANDHOLE DETAILS

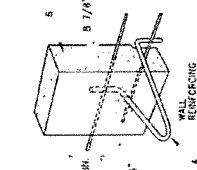
SD3.3 SCALE NTS



CABLE RACK

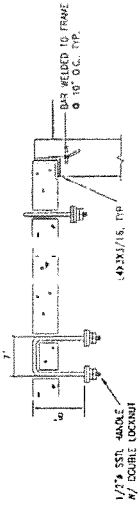
3 CABLE RACK, INSULATION AND PULLING IRON DETAIL

SD3.3 SCALE NTS



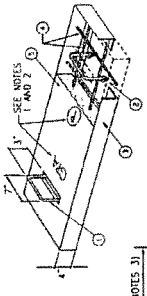
PULLING IRON

- BILL OF MATERIALS**
- | ITEM | DESCRIPTION |
|------|------------------------------------|
| 1 | CABLE RACK HOT DIP GALVANIZED |
| 2 | INSULATION TYPE INSULATOR |
| 3 | HOOK TYPE INSULATOR |
| 4 | PULLING IRON 2 7/8" GALVANIZED |
| 5 | SLOT FOR 1/2" BOLT AND LOAD ANCHOR |
| 6 | 6" THICK CONCRETE WALL AT 3000 PSI |



LIFTING HANDLE

COVER SEAT MOUNTING



ISOMETRIC

ISOMETRIC

NOTES:

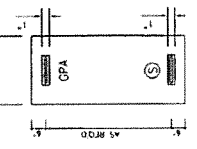
- ALL LETTERING SHALL BE 3" WITH A MINIMUM CLEARANCE
- INDICATE CPA ON EVERY HANDHOLE COVER WITH 3" FOR SECONDARY AND 3" FOR PRIMARY POWER
- 1-1/2" x 1/2" FOR 2M

BILL OF MATERIALS

- | ITEM | DESCRIPTION |
|------|-------------------------------|
| 1 | 1/8" x 3/4" x 1/8" GALVANIZED |
| 2 | 1/8" x 3/4" x 1/8" GALVANIZED |
| 3 | 1/8" x 3/4" x 1/8" GALVANIZED |
| 4 | 1/8" x 3/4" x 1/8" GALVANIZED |
| 5 | 1/8" x 3/4" x 1/8" GALVANIZED |
| 6 | 1/8" x 3/4" x 1/8" GALVANIZED |

2 SECONDARY COVER & HANDLE DETAILS

SD3.3 SCALE NTS



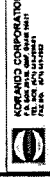
PLAN



PROJECT TITLE
BILE/FICHA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)
 (CU-IN-1881007)
 ROUTE 4 ROAD VEREDU (CVAI)

DATE
REVISIONS
CHECKED BY

APPROVED



WORK | **DATE** | **DESCRIPTION**

DATE
QUANTITY | **REQ.**
CHECKED BY | **DATE**
SUP. BY
SHEET TITLE

HANDHOLE DETAIL

SHEET NUMBER
SD-3.3
 SHEET 3 OF 3

Attachment 2: Alternative Overhead Electrical Relocation Plan Costs

Submission Schedule

Bile/Pigua Bridge Replacement - Change Order Requests 15MAY2018 [GPA OH Electrical]

Item #	Description	Unit	Quantity	Unit Rate	Amount
Additional Contract Work					
CO#11	GPA Overhead Electrical Cable Relocation	LS	1.00	273,195.87	273,195.87
20301-3110	Removal of Utility Poles	LS	-1.00	3,000.00	-3,000.00
20302-2700	Removal of 2-Inch Aluminum Conduit, including Cabling	LS	-1.00	4,536.00	-4,536.00
20303-2710	Removal of 4-Inch Aluminum Conduit, including Cabling	LS	-1.00	10,584.00	-10,584.00
63601-0900	System Installation, Electrical Utility Company Compensation	LS	-1.00	10,000.00	-10,000.00
63601-3020	System Installation, Electrical (Service Entrance)	LS	-1.00	5,000.00	-5,000.00
63620-0010	Utility Poles, Hardware and Overhead Lines	LS	-1.00	9,000.00	-9,000.00
63641-0100	Relocate Luminary (including Cables & Accessories, Complete)	LS	-1.00	15,000.00	-15,000.00
63641-1100	Relocation of Transformer (Pole Mounted)	LS	-1.00	30,000.00	-30,000.00
Total for project					186,075.87

GRT has not been included in this tender

Project Summary

Bile/Pigua Bridge Replacement - Change Order Requests 15MAY2018 [GPA OH Electrical]

	Labour	Material	Plant	Subcontract	Other	Total	% DC	% TC	% CV
Direct Costs	0.00	0.00	0.00	227,663.22	-87,120.00	140,543.22	100.00 %	100.00 %	75.53 %
Overhead Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00 %	0.00 %
Risk and Opportunities	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00 %	0.00 %
Preadjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00 %	0.00 %
Total Costs	0.00	0.00	0.00	227,663.22	-87,120.00	140,543.22	100.00 %	100.00 %	75.53 %
Margin Calculations									
Overall on Total Costs					0.00 %	0.00	0.00 %	0.00 %	0.00 %
Corporate on Total Costs					0.00 %	0.00	0.00 %	0.00 %	0.00 %
On Direct Costs	15.00 %	20.00 %	15.00 %	20.00 %	0.00 %	45,532.64	32.40 %	32.40 %	24.47 %
On Overhead Costs	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00	0.00 %	0.00 %	0.00 %
On Risk and Opportunities	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00	0.00 %	0.00 %	0.00 %
On Preadjustment	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00	0.00 %	0.00 %	0.00 %
On Provisional Sums					0.00 %	0.00	0.00 %	0.00 %	0.00 %
Direct Cost Item Specific Margin	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00 %	0.00 %
Overhead Cost Item Specific Margin	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00 %	0.00 %
Margin Adjustment					0.00	0.00	0.00 %	0.00 %	0.00 %
Total Margin						45,532.64	32.40 %	32.40 %	24.47 %
Postadjustments Total						0.00	0.00 %	0.00 %	0.00 %
Provisional Sums						0.00	0.00 %	0.00 %	0.00 %
Project Total						186,075.86	132.40 %	132.40 %	100.00 %

Resources

Bile/Pigua Bridge Replacement - Change Order Requests 15MAY2018 [GPA OH Electrical]

Resource Name	Description	Type / Category	Use In Project	Unit	Base Rate	Calculated Rate	Value In Project	% Project	State
GPA Work Orders									
		Subcontract	1.00	LS	7,670.00	7,670.00	7,670.00	5.46 %	Plugged
		Subcontract	1.00	LS	7,670.00	7,670.00	7,670.00	5.46 %	Plugged
CTI SCA Electrical Work									
		SubcontractCTI	2.00				219,993.22	166.53 %	
		SubcontractCTI	1.00	LS	205,942.74	205,942.74	205,942.74	146.53 %	Confirmed
		SubcontractCTI	1.00	LS	14,050.48	14,050.48	14,050.48	10.00 %	Confirmed
Other Contract SOV									
		OtherContract SOV	-3.00				-37,120.00	-61.99 %	
	Removal of Utility Poles	OtherContract SOV	-1.00	LS	3,000.00	3,000.00	-3,000.00	-2.13 %	Plugged
	Removal of 2-inch Aluminum Conduit, including Cabling	OtherContract SOV	-1.00	LS	4,536.00	4,536.00	-4,536.00	-3.23 %	Plugged
	System Installation, Electrical (Service Entrance)	OtherContract SOV	-1.00	LS	5,000.00	5,000.00	-5,000.00	-3.56 %	Plugged
	Utility Poles, Hardware and Overhead Lines	OtherContract SOV	-1.00	LS	9,000.00	9,000.00	-9,000.00	-6.40 %	Plugged
	System Installation, Electrical Utility Company Compensation	OtherContract SOV	-1.00	LS	10,000.00	10,000.00	-10,000.00	-7.12 %	Plugged
	Removal of 4-inch Aluminum Conduit, including Cabling	OtherContract SOV	-1.00	LS	10,584.00	10,584.00	-10,584.00	-7.53 %	Plugged
	Relocate Luminary (including Cables & Accessories, Complete)	OtherContract SOV	-1.00	LS	15,000.00	15,000.00	-15,000.00	-10.67 %	Plugged
	Relocation of Transformer (Pole Mounted)	OtherContract SOV	-1.00	LS	30,000.00	30,000.00	-30,000.00	-21.35 %	Plugged
Displayed Base Resource Total							140,543.22	100.00 %	

Direct Cost Estimates

Bile/Pigua Bridge Replacement - Change Order Requests 15MAY2018 [GPA OH Electrical]

Item #	Line #	Description	Formula	Resource	Unit	Quantity	Rate	Labour	Material	Plant	Subcontract	Other	Total
	1	Additional Contract Work						0.00	0.00	0.00	227,663.22	-87,120.00	227,663.22
CO#11	2	GPA Overhead Electrical Cable Relocation			LS	1.00	227,663.22						227,663.22
	1	SUBCONTRACT									205,942.74		205,942.74
	2	CTI SCA Electrical Work		CTI SCA Electrical Work	LS	1.00	205,942.74						205,942.74
	3	CTI SCA Electrical Work Modification #3		CTI SCA Electrical Work Modification #3	LS	1.00	14,050.48				14,050.48		14,050.48
	4	GPA Work Orders		GPA Work Orders	LS	1.00	7,670.00				7,670.00		7,670.00
	5		RS, JMO								227,663.22		227,663.22
20302-3110	3	Removal of Utility Poles		Removal of Utility Poles	LS	-1.00	3,000.00					-3,000.00	-3,000.00
	0				LS	-1.00	3,000.00				3,000.00		-3,000.00
20302-2760	4	Removal of 2-Inch Aluminum Conduit, including Cabling		Removal of 2-Inch Aluminum Conduit, including Cabling	LS	-1.00	4,534.00					-4,534.00	-4,534.00
	0				LS	-1.00	4,534.00				4,534.00		-4,534.00
20303-2710	5	Removal of 4-Inch Aluminum Conduit, including Cabling		Removal of 4-Inch Aluminum Conduit, including Cabling	LS	-1.00	10,584.00					-10,584.00	-10,584.00
	0				LS	-1.00	10,584.00				10,584.00		-10,584.00
83201-0200	6	System Installation, Electrical Utility Company		System Installation, Electrical Utility Company	LS	-1.00	10,000.00					-10,000.00	-10,000.00
	0				LS	-1.00	10,000.00				10,000.00		-10,000.00
83201-2020	7	System Installation, Electrical (Service Entrance)		System Installation, Electrical (Service Entrance)	LS	-1.00	5,000.00					-5,000.00	-5,000.00
	0				LS	-1.00	5,000.00				5,000.00		-5,000.00
83201-6010	8	Utility Poles, Hardware and Overhead Lines		Utility Poles, Hardware and Overhead Lines	LS	-1.00	9,000.00					-9,000.00	-9,000.00
	0				LS	-1.00	9,000.00				9,000.00		-9,000.00
83201-6100	9	Materials (Including Cables & Accessories, Complete)		Materials (Including Cables & Accessories, Complete)	LS	-1.00	15,000.00					-15,000.00	-15,000.00

Direct Cost Estimates

Bile/Pigua Bridge Replacement - Change Order Requests 15MAY2018 [GPA OH Electrical]

Item #	Line #	Description	Femina	Resource	Unit	Quantity	Rate	Labour	Material	Plant	Subcontract	Other	Total
	0			Relocate Luminary (Including Cables & Accessories, Complete)	LS	-1.00	15,000.00					15,000.00	-15,000.00
83241- 1199	10	Relocation of Transformer (Pole Mounted)		Relocation of Transformer (Pole Mounted)	LS	-1.00	30,000.00					-30,000.00	-30,000.00
	0				LS	-1.00	30,000.00					30,000.00	-30,000.00



CORE TECH INTERNATIONAL CORPORATION

General Contractor
Suite 400,388 South Marine Drive Corps,Tamuning Guam 96913
Telephone: (671) 473-5000 . Fax: (671) 473-5005 . Email: main@coretechintl.com

CONTRACTOR'S INVOICE

INVOICE DATE: November 14, 2017

To : **KORANDO CORP**
P.O.Box 26092
Barrigada Guam, 96921

INVOICE NO: 07

From : **Core Tech International Corporation**
Suite 400,388South Marine Drive Corps
Tamuning, Guam 96913

Below is a Statement of Performance under;

Contract Number: GU-NH-NBIS(007)
P.O. Number: _____
Project Title: DPW Bile and Pigua Bridge Project

NTP _____ Completion Date _____ Time Elapsed _____

The enclosure provides the breakdowns of this statement of performance

A.	Total value of contract/task order through change	\$	455,566.00
B.	Approved Cost Mod #1	\$	10,560.00
C.	Deductive cost #1	\$	(21,026.26)
D.	Percentage of performance complete		99.53%
E.	Value of completed performance	\$	443,004.13
F.	Less: Retention 10%	\$	44,300.41
G.	Less: Total of prior payments	\$	384,443.89
H.	Amount of this invoice	\$	14,259.83

In accordance with Federal Acquisition Regulation (FAR) 52.232-5 (c), the contractor makes the following certification, or payment will not be made:

I hereby certify, to the best of my knowledge and belief, that --

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and

Ramir Javelosa
Signature of Authorized Representative

(Date)

PROJECT TITLE: Bile/Pigua Replacement Project(GU-NH-NBIS(007)

CONTRACT NO.: GU-NH-NBIS(007)
 SHEET:
 PERIOD ENDING: October 30, 2017

COST CATEGORY	CLIN #, SLIN # or ACRN #	DESCRIPTION	ESTIMATED COST	% COMPLETE	VALUE	TO BE COMPLETED BY CMS CONSTRUCTION IN PLACE		
						%	VALUE	THIS PERIOD
(1)		(2)	(3)	(4)	(5)	(6)	(7)	(8)
	1	Design Fee	8,400.00	100%	8,400			
15101-0000	2	Mobilization and Demo	50,360.81	100%	50,361			
23301-3110	3	Demolition and disposal						
	3.1	Bile Bridge	5415.75	100%	5,416			
	3.2	Pigua Bldge	6582.90	100%	6,583			
63641-0100	4	Relocate Luminaire	967.28	100%	967			
63641-1100	4	Relocation of Pole Mounted Transformer	2,487.75	100%	2,488			
20302-2700	5	Removal of 2" Aluminum conduit, including cabling	2,255.87	100%	2,266			
20302-2710	5	Removal of 4" Aluminum conduit, including cabling	3,383.99	100%	3,384			
63601-0900	6	System Installation System Electrical, Utility company compensation	9,023.99	100%	9,024			
63601-3020	7	System Installation, Electrical Service Entrance	20,956.10	90%	18,860			
63610-1610	8	Conduit 2" pvc(including fittings)						
	8.1	Bile Bridge	770.31	100%	770			
	8.2	Pigua Bridge	1070.40	100%	1,070			
63610-1710	9	Conduit 2" aluminum (including fittings)						
	9.1	Bile Bridge	2,669.38	100%	2,669			
	9.2	Pigua	2,669.38	100%	2,669			
63610-2810	10	Conduit 4" pvc(including fittings)						
	10.1	Bile Bridge	2,488.04	100%	2,488			
	10.2	Pigua Brige	2,879.49	100%	2,879			
63610-2910	11	Conduit 4" aluminum (including fittings)						
	11.1	Bile Bridge	6,079.00	100%	6,079			

PROJECT TITLE: Bile/Pigua Replacement Project(GU-NH-NBIS(007)

CONTRACT NO.: GU-NH-NBIS(007)
 SHEET: _____
 PERIOD ENDING: October 30,2017

COST CATEGORY	CLIN #, SLIN # or ACRN #	DESCRIPTION	TO BE COMPLETED BY SUB-CONTRACTOR			TO BE COMPLETED BY CMS CONSTRUCTION IN PLACE			
			ESTIMATED COST	% COMPLETE	VALUE	%	VALUE	PRIOR PERIOD	THIS PERIOD
(1)		(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	11.2	Pigua Bidge	6,824.08	100%	6,824				
63620-0010	13	Utility Poles and Hardwares	152,108.97	100%	162,109				
63640-0600	13	Relocate Communication Line							
	13.1	Bile Bridge	69,950.35	100%	69,960				
	13.2	Pigua Bidge	98,422.17	100%	98,422				
		Cost Mod #1- Line Guard Installation							
	1	Monthly Rental of Line Guard	7,200.00	100%	7,200				
	2	Installation of Line Guards	480.00	100%	480				
	3	Relocation of Line Guard to new OH line	1,440.00	100%	1,440				
	4	Removal of Line Guard after construction	1,440.00	100%	1,440				
		Deductive Cost #1							
	1	Fiber Optic Cable	-21,026.26	100%	(21,026)				
		TOTALS	446,099.74	99.63%	443,004.13				
		UNDISTRIBUTED MATERIALS							
		OTHERS							
		GRAND TOTALS		99.63%	443,004.13				

CPS Submitted by: _____
 CPS Reviewed and Certified Correct by: _____

Subcontractor's Signature _____

Signature of Project Engineer _____

Project Title: BILE / PIGUA BRIDGE REPLACEMENT (CONSTRUCTION PHASE)
 Project Number: PROJECT NO.: GU-NH-NBIS(007)
 Project Location: Village of Merizo, Guam

Required as part of contract
SO N

Pay Item Number	CLIN #, SLIN # or ACRN #	Description (With Unit Bid Price in Words)	Unit	Estimated Quantity	Unit Bid Price	Bid Amount	ELECTRICAL	CONNT.
15201-0000	1	Design Fee	LPSM	1	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	
	2	Mobilization and Demo	LPSM	1	\$ 50,360.81	\$ 50,360.81	\$ 40,288.65	\$ 10,072.16
20302-2700	3	Removal of 2-Inch Aluminum Conduit, including Cabling	LPSM	1	\$ 2,255.87	\$ 2,255.87		\$ 2,255.87
20303-2710	4	Removal of 4-Inch Aluminum (Conduit, including Cabling)	LPSM	1	\$ 3,383.99	\$ 3,383.99		\$ 3,383.99
20301-3110	5	Removal of Utility Poles (Including Hardware and Utility Lines)	LPSM	1	\$ 5,415.75	\$ 5,415.75	\$ 5,415.75	
	5.1	Bile Bridge	LPSM	1	\$ 6,582.90	\$ 6,582.90	\$ 6,582.90	
	5.2	Pigua Bridge	LPSM	1	\$ 967.28	\$ 967.28	\$ 967.28	
63641-0100	6	Relocate Luminaire (including Cables & Accessories, Complete)	LPSM	1	\$ 2,487.75	\$ 2,487.75	\$ 2,487.75	
63641-1100	7	Relocation of Transformer (Pole Mounted)	LPSM	1	\$ 9,023.99	\$ 9,023.99	\$ 9,023.99	
63601-0900	8	System Installation, Electrical Utility Company Compensation	LPSM	1	\$ 20,956.10	\$ 20,956.10	\$ 20,956.10	
63601-3020	9	System Installation, Electrical (Service Entrance)	LPSM	1	\$ 770.31	\$ 770.31		\$ 770.31
63610-1610	10	Conduit, 2-Inch, PVC (including Fittings)	LPSM	1	\$ 1,070.40	\$ 1,070.40		\$ 1,070.40
	10.1	Bile Bridge	LPSM	1	\$ 2,569.38	\$ 2,569.38		\$ 2,569.38
	10.2	Pigua Bridge	LPSM	1	\$ 2,569.38	\$ 2,569.38		\$ 2,569.38
63610-1710	11	Conduit, 2-Inch, Aluminum (including Fittings)	LPSM	1	\$ 2,569.38	\$ 2,569.38		\$ 2,569.38
	11.1	Bile Bridge	LPSM	1	\$ 2,569.38	\$ 2,569.38		\$ 2,569.38
	11.2	Pigua Bridge	LPSM	1	\$ 2,569.38	\$ 2,569.38		\$ 2,569.38

David McCallum
 May 15, 2018

1.3	Provide new secondary wire to from new pole to hand hole	ft	150	480.00
B	Re route duct line to new location of power pole			
2.1	2" pvc conduit	ea	30	105.00
2.2	2" dia pvc Elbow	ea	1	18.61
2.3	2" dia female adapter	ea	2	21.60
2.4	2" dia end bell	ea	1	10.27
C	Assist GPA to provide Shoring Jack during pole erection			
1	Provide manpower to install shoring jack during pole erection	lot	1	750.00
1.1	Removal of shoring the next day	lot	1	750.00
B	Associated Civil Works			
1	Duct line to new location of power pole.	lot	1	By Korando
2	Concrete Pouring	lot	1	By Korando
3	Supply of Power Pole	lot	1	By Korando
4	Pole Erection	lot	1	By Korando
5	Removal of existing 55ft concrete pole	lot	1	By Korando
	TOTAL BUDGET			\$ 2,870.48

\$14,050.78 [3]

Refer Mod # 3 attached for further breakdown.

Coretech Summary:

Basic	Electrical Works (Mountain Side) incl. Design	\$ 246,331.30
Mod #1	Line Guard Installation	\$ 1,600.00
Mod #2-3	Relocation of 1 Pole Works	\$ 3,870.48
		\$ 261,701.87

\$205,942.74 [17]
 \$20.00 [27]
 \$14,050.48 [37]
 \$219,993.22

Korando Work - Relocation of 1 Power Pole (GPA costs)

1	Auger (Direct payment w/o Receipt)	\$ 1,500.00	Direct Payment
2	Delivery and Install 1 pc. Power Pole	\$ 5,000.00	Direct Payment
3	GPA Work Order (Reloc. Of O/H Line)	\$ 1,170.00	
4	Concrete Pouring & rebar Works - Foundation	\$ 3,000.00	Assumption
		\$ 10,670.00	

Paid via SOV Item 55201-0135

7,670.00

*David McCallum
 May 15, 2018*



CORE TECH INTERNATIONAL CORPORATION
 General Contractor
 388 South Marine Drive, Suite 400, Tamuning Guam, 96931
 Phone: (671) 473-5000 Fax: (671) 473-5500 Email: main@coretechintl.com

Project Name: **BLE AND PIGUA BRIDGE PROJECT REPLACEMENT**
 Location: **MIRISO**
 Reference: Relocation of 2" dia aluminum conduit to new pole.

Cost Modification Proposal#3

Pay Item	Description	Qty.	Unit	Materials Cost		Labor Cost		Equipment Cost		Total Cost Budget
				unit cost	total cost	unit cost	total cost	unit cost	total cost	
A	Relocation of 2" dia aluminum conduit to new power location.									
1	Removal of existing 2" dia conduit to existing pole	1	ea			175.00	175.00	960.00	960.00	1,135.00
1.2	Reinstallation of 2" dia aluminum conduit to new pole	1	ea	250.00	250.00	350.00	350.00	incl		600.00
1.3	Provide new secondary wire to from new pole to hand hole	150	ft	1.20	180.00	2.00	300.00	incl		480.00
B	Re route duct line to new location of power pole									
2.1	2" pvc conduit	30	ea	2.05	61.50	1.45	43.50			105.00
2.2	2" dia pvc Elbow	1	ea	7.65	7.65	10.95	10.95			18.60
2.3	2" dia female adapter	2	ea	7.80	15.60	3.00	6.00			21.60
2.4	2" dia end bell	1	ea	7.53	7.53	2.74	2.74			10.27
C	Assist GPA to provide Shoring Jack during pole erection									
1	Provide manpower to install shoring jack during pole erection	1	lot			750.00	750.00			750.00
1.1	Removal of shoring the next day	1	lot			750.00	750.00			750.00
D	Associated Civil Works									
1	Duct line to new location of power pole.	1	lot							By Korando
2	Concrete Pouring	1	lot							By Korando
3	Supply of Power Pole	1	lot							
4	Loading and unloading at GPA Pole yard	1	lot			250.00	250.00	600.00		250.00
	Loading and unloading and Pole Erection	1	lot			2,500.00	2,500.00			2,500.00
	Crane	1	lot					2,500.00		2,500.00
	Trailer	1	lot					540.00		540.00

David McCallister
 May 15, 2018

Pay Item	Description	Qty.	Unit	Materials Cost		Labor Cost		Equipment Cost		Total Cost Budget
				unit cost	total cost	unit cost	total cost	unit cost	total cost	
5	Removal of existing 55R concrete pole	1	lot			2,000.00	2,000.00			2,000.00
	Crane	1	Lot					900.00	900.00	900.00
	Backhoe with Rock Breaker	1	Lot					380.00	380.00	380.00
6	Pole Disposal									
	Crane	1	Lot					600.00	600.00	600.00
	Trailer	1	Lot					360.00	360.00	360.00
	Crew	1	Lot			150.00	150.00			150.00
	TOTAL BUDGET									14,650.48

[3]

*David McCallum
May 15, 2008*

In the Appeal of: Korando Corporation vs. Department of Public Works

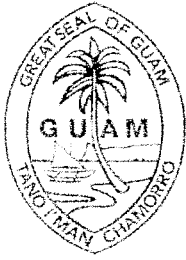
OPA-PA-18-002

Purchasing Agency Exhibit List

EXHIBIT H

DPW's Response to Korando's Contract Change Order Request #12

With Enclosures

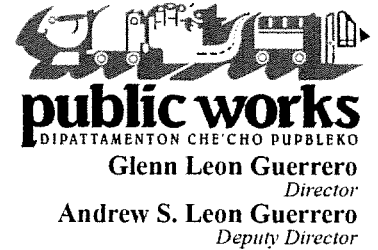


The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor

November 1, 2018

Mr. Ki Wook Han
Project Manager
Korando Corporation
PO Box 20538
GMF, GU 96921



Ref: Bile/Pigua Bridges Replacement
Project No. GU-NH-NBIS(007)
CHANGE ORDER REQUEST #12

Dear Mr. Han,

The Department of Public Work's (DPW) is responding to Korando's letter dated August 14, 2018, requesting for a change order for an Alternate Overhead Power Line Relocation Plan (Alternate Plan) Korando claims was necessary to resolve conflicts between the Guam Power Authority's (GPA) overhead power lines and the installation of the sheet piles and setting of precast concrete box girders.

The stated basis for this change order request is Item 5c of the Stipulation and Order dated December 16, 2015 which states:

“Korando contends that there is a conflict between the existing overhead power lines and the operation of the crane when hoisting and positioning the piles during the pile driving operation (the "Conflict"), as depicted in DPW's construction documents. If DPW/owner in coordination with Korando reasonably determines this is a design issue, DPW will be responsible for: (i) finding a constructible solution, redesigning and providing the new plans to address this conflict; and (ii) contacting GPA and third party communication providers.

DPW responded to this claim in its letter dated March 4, 2016 and the conflicts regarding the installation of test piles was clarified in DPW's response to Korando's Request for Information No. 18. The Conflict between the existing overhead power line and the pile hoisting, positioning, and driving was concluded not to be a design issue.

Sheet Pile Installation Conflicts

Korando's letter states that GPA's suspension of the isolation outage at Bile Bridge required Korando to “expedite” its alternate relocation plan at Bile Bridge to provide the minimum clearance requirement of 10-feet in order to continue driving sheet piles.

DPW agrees that on July 28, 2016, GPA suspended continuous backfeeding and de-energizing of the electrical line until further notice due to under-voltage conditions and downed substation problem within their wider electrical network. However, as stated in DPW's letter dated January 31, 2017, DPW disagrees with Korando's position that GPA would not permit or approve any further backfeeding or de-energizing of the power lines for the project. During the July 29, 2016 meeting between GPA, PTG, TGE,

and Korando, GPA stated that although they could not provide continuous shutdown overnight, they could de-energize the power lines at Bile Bridge during the day but not occurring on consecutive days. GPA requested Korando to submit a work order for the daytime outages while GPA verified with their transmission and distribution group for available schedule.

To DPW's knowledge Korando never submitted work orders to GPA for daytime outages. Korando elected to not pursue installation of the Bile Bridge sheet piles utilizing the non-continuous daytime only backfeeding and de-energizing of the overhead power lines and proceeded to relocate the power lines per its Alternate Plan at its own risk, without obtaining DPW's approval of the Alternate Plan.

Precast Concrete Box Girder Installation Conflict

The August 14, 2018 letter states the existing overhead power lines at Bile Bridge were in conflict with the installation of the Phase 1 precast concrete box girders. This letter was the first notification DPW received on this conflict, more than one (1) year after the Bile Bridge, Phase 1 box girder installation was completed on June 17, 2017 and more than three (3) months after Korando achieved substantial completion for the project on May 20, 2018.

Korando's new claim is similar to its claim under Item 5c of the Stipulation and Order which DPW resolved as stated above. Based on the sequence of events Alternate events Alternate Plan was executed prior to the placement of the precast concrete box girders which resulted in no conflict.

Alternate Overhead Electrical Relocation Plan

Per Sheet S5, Bridge Demolition Note 2, "The Contractor shall have the option to propose an alternate demolition and construction phasing sequence subject to the review and approval of the Contracting Officer. Alternate scheme shall be at no additional cost to the Government." Additionally, per Sheet E-1.0, General Note 2, "Drawings indicate general layout. The exact location and arrangement of underground and overhead utility lines shall be established by shop drawings prepared by the contractor, adjustments to suit field conditions shall be made without additional cost to the Government. Submit shop drawings for approval prior to construction."

Korando completed the overhead power line relocation at Bile Bridge on August 23, 2016 based on its Alternate Plan. Korando did not submit the Alternate Plan prior to execution of the work for review or approval by the contracting officer. The GPA endorsed Alternate Plan was submitted more than eighteen (18) months later, on March 20, 2018.

On March 27, 2018 DPW returned the Alternate Plan submittal with comments to resubmit with the reason for the relocation and to include any additional time or cost associated with the Alternate Plan. Nearly five (5) months after receiving comments on the Alternate Plan Submittal, Korando provided the requested information attached to its August 14, 2018, Change Order Request #12.

To facilitate closeout of the project, DPW will accept the relocated overhead electrical system as installed.

Alternate Overhead Electrical Relocation Plan Costs

The change order letter request does not state a requested change order amount or provide a comparison on the change in scope/cost between the alternate plan and the original plan. Based on DPW's payment

records for the project Korando requested payment and was paid for the work executed under the Alternate Plan via existing contract bid items.

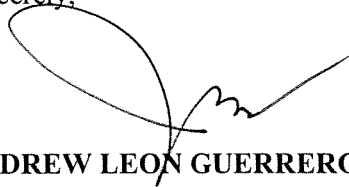
A review of Korando's Alternate Plan and the cost breakdown of the Subcontract with Core Tech International, Inc. for the Alternate Plan work does not indicate any additional scope was required for the overhead power line relocation for the Alternate Plan or its implementation. A comparison of the work Korando executed under the Alternate Plan and the work included under the contract is included in Attachment A.

It is DPW's position that the cost presented for the Alternate Plan is not eligible for an additive contract cost adjustment per the conditions set forth in the contract documents Sheet S5, Bridge Demolition Note 2 and Sheet E-1.0, General Note 2. Korando's acceptance of payment for work performed on the overhead power line relocations under the original contract pay item demonstrates Korando's agreement that the scope of work for those pay items did not change.

DPW will compensate Korando the remaining amounts due for the quantities installed for the overhead power line relocation per the contract items.

If you have any questions or need additional information, please contact, Mr. Isidro Duarosan, Engineering Supervisor, Federal-Aid Highway Construction Section at 649-3104, Mr. Joseph Pecht, Construction Manager with Parsons Transportation Group, Inc. at 648-1067 or Mr. Jeff Miller, Chief Resident Project Representative, TG Engineers at 788-5364.

Sincerely,



ANDREW LEON GUERRERO

Attachments: A. Alternate Plan Scope vs Contract Comparison
B. Reference Letters and Documents.

cc: Joaquin Blaz, DPW
Isidro Duarosan, DPW
Richelle Takara, FHWA
Kevin VanKatwyk, PTG
Joseph Pecht, PTG
Jeff Miller, TGE

IDuarosan/TKeeler/JBlaz

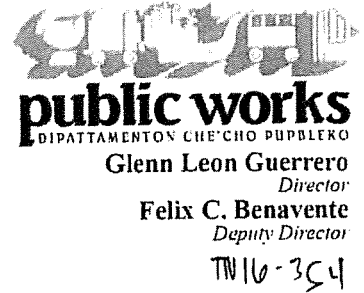
The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor

MAR 04 2016
Mr. Byong Ho Kim
President
Korando Corporation
PO Box 20538
GMF, GU 96921

Received
Korando Corp.

3/4/16
4:50 p.m.



Ref: **Bile/Pigua Bridges Replacement**
Project No. GU-NH-NBIS(007)
Existing Interim Bridges Capacity and Alleged Power Line Conflict

Dear Mr. Kim:

Korando Corporation declined to sign Change Order No. 01 which was to establish a new Notice to Proceed (NTP) date of January 25, 2016, citing that issues regarding the load capacity of the existing bridges and conflicts with the overhead power lines need to be resolved before agreeing to a new NTP date. A meeting was held with you on February 1, 2016 with follow-on meetings with your staff and consultants on February 4, 2016 and February 8, 2016 discussing these two issues. This letter addresses both issues and provides the Department of Public Works' (DPW) position.

LOAD BEARING CAPACITY OF THE EXISTING BRIDGES

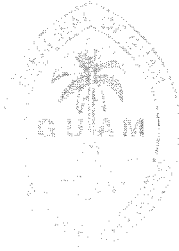
Item 5.b of the Stipulation and Order dated December 16, 2015 to Rescind the Termination of Korando Corporation on the Bile/Pigua Bridge Replacement Project (GU-NH-NBIS(007)) states: "Korando's Alternate Phasing Plan requires the construction of a new temporary steel bridge ("New Steel Bridge") due to its contention of the inadequacy of the existing temporary steel bridges. Korando will submit a change order for all costs associated with the New Steel Bridge as proposed in Submittal No. 562.001-02."

Following the meeting held on February 8, 2016, Parsons Brinkerhoff's (PB) bridge staff in Portland, Oregon initiated an independent review of the letter, report, and calculations provided by GK2 shortly prior to the meeting. During the review, a number of issues requiring verification were found. As part of the verification process, on February 10, 2016, condition assessment inspections were made on both the Bile and Pigua bridges. During those inspections, measurements were made, pictures taken, and condition assessments were performed. See attached Bridge Inspection Reports (Exhibits 1 and 2).

Additionally, DPW and Duenas, Camacho & Associates, Inc. (DCA) performed a record search for the materials purchased by DPW for the interim structures and inspection records. That search produced a copy of the purchase order used by DPW to acquire the materials, a mill certification from the steel supplier in Korea, and pictures of the fabrication and construction. These documents are also attached for your reference (Exhibits 3 thru 5).

The review by PB has determined that the GK2 hand calculations (Methods I and II) have several issues that indicate an overly conservative approach and therefore were dismissed and not evaluated. The 3rd method, the finite element analysis, appears to be the most accurate of the three.

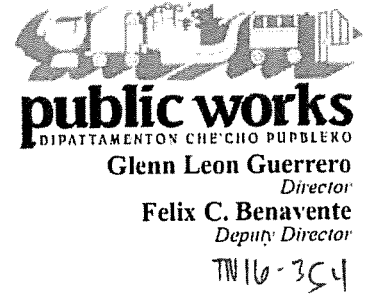
To assess the finite element analysis by GK2, both PB and DCA performed independent analyses of the



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor

MAR 04 2016
Mr. Byong Ho Kim
President
Korando Corporation
PO Box 20538
GMF, GU 96921



**Ref: Bile/Pigua Bridges Replacement
Project No. GU-NH-NBIS(007)
Existing Interim Bridges Capacity and Alleged Power Line Conflict**

Dear Mr. Kim:

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Additionally, DPW and Duenas, Camacho & Associates, Inc. (DCA) performed a record search for the materials purchased by DPW for the interim structures and inspection records. That search produced a copy of the purchase order used by DPW to acquire the materials, a mill certification from the steel supplier in Korea, and pictures of the fabrication and construction. These documents are also attached for your reference (Exhibits 3 thru 5).

The review by PB has determined that the GK2 hand calculations (Methods I and II) have several issues that indicate an overly conservative approach and therefore were dismissed and not evaluated. The 3rd method, the finite element analysis, appears to be the most accurate of the three.

To assess the finite element analysis by GK2, both PB and DCA performed independent analyses of the

structures using the measurement information from the bridge inspections held on February 10, 2016. Those analyses have been completed and are attached for your reference (Exhibits 6 and 7). The results from both analyses conclude that the bridges are safe for Guam legal loads and thus do not need to be posted, and are also adequate when analyzed using AASHTO criteria. Note that both the PB and DCA analysis were based on a beam steel yield of 36 ksi versus the actual value of 48 ksi. Had this been accounted for in the analysis, greater capacities would have resulted.

An additional issue discussed during the February 8, 2016 meeting was the proposed crane owned by Smithbridge. The proposed crane as depicted, weighs 132,000 pounds, has 5 axles, and has a wheelbase of 25.72'. This is not a Guam legal load and Smithbridge would have to acquire a permit to drive it on any Guam roadway. Given the magnitude of the crane weight, it remains to be verified that such a crane could be legally permitted as configured in Korando's/GK2's documents. The entire travel route from the Smithbridge yard to the project site would have to be analyzed and capacity calculations made for each bridge crossed. Should the results indicate that it could not be driven as configured, it would have to be partially dismantled and transported separately to the job site, and then re-assembled.

For your convenience, a quick check against the current law shows that the maximum permitted load with the noted wheelbase is only 64,000 pounds (Bridge Formula). Note that the proposed crane also fails under the single axle criteria (26,400 pounds versus the allowable 20,000 pounds) and also the tandem axle criteria (52,800 pounds versus the allowable 34,000 pounds). The prior law, pre-February 2, 2016, would have limited this crane as well (76,800 pounds maximum) and for single axle and tandem axles (20,000 pounds and 36,000 pounds, respectively). DPW's conclusion from this quick check is that Korando/Smithbridge would have to develop an acceptable and legal transportation plan before this crane could be considered for use at the Bile and Pigua sites. Hence, it is premature to assess any potential impacts to the existing bridges until Korando can demonstrate how this crane can be permitted for transportation to the project sites.

THE EXISTING OVERHEAD POWER LINES

Item 5.c of the Stipulation and Order dated December 16, 2015 to Rescind the Termination of Korando Corporation on the Bile/Pigua Bridge Replacement Project (GU-NH-NBIS(007)) states: "*Korando contends there is a conflict between the existing overhead power lines and the operation of the crane when hoisting and positioning the piles during the pile driving operation (the "Conflict") as depicted in the Department of Public Works' (DPW) construction documents. If DPW/owner in coordination with Korando reasonably determines this is a design issue, DPW will be responsible for: (i) finding a constructable solution, redesigning and providing the new plans to address this conflict, and (ii) contacting Guam Power Authority (GPA) and third party communication providers*".

It was noted in the February 8, 2016 meeting, Korando's conclusion that crane operations which require a 180 degree swing path to offload the piles and then install them is unproven given there are options for off-loading the piles and performing crane operations in a straight boom line configuration, without substantial swing. It was also noted that Korando's assertion that no legal traffic load can safely cross the existing bridges is based purely on GK2's assumptions and calculations discussed above. And therefore, the 180 degree swing path is the only viable solution to installing the piles. DPW determines that GK2's conclusion is without basis and the independent analyses prove that legal loads can traverse the existing bridges, leaving the crane as the only equipment which cannot legally cross the bridges. With GPA allowing backfeeding and outages and considering the actual voltage in the power lines, the safe offset from the lines is reduced to 10 feet. The crane boom pick line can therefore be straight and the boom distances are remarkably close to Korando's original approach diagrams. In short, since both bridges can safely carry legal loads, the alleged electrical line conflicts are the result of contractor convenience and not constructability.

Per OSHA 1926.1408, there are 3 options for safe operation of cranes and derricks from a live

power line up to 350 kV:

1. *De-energize power line*
2. *Maintain 20' clearance*
3. *Maintain minimum clearance per Table A (OSHA 1926.1408).*

Since the existing power line is 13.8 kV and in accordance with Table A requires a minimum clearance of 10'. A copy of OSHA 1926.1408 including Table A is attached for your reference (Exhibit 8).

CONCLUSION

DPW has reasonably determined that the construction of a new temporary steel bridge ("New Steel Bridge") as required by Korando's Alternate Phasing Plan due to its contention of the inadequacy of the existing temporary steel bridges as presented in Item 5b of the December 16, 2015 Stipulation and Order is unfounded. The Bridge Replacement Interim Repair Plans and accompanying calculations provided by DCA, plus both independent analyses indicate that both existing bridges are safe for normal highway loading. DPW has reasonably determined that the "Conflict" between the overhead power lines and the crane operation when hoisting and positioning during the pile driving operations as presented in Item 5c of the December 16, 2015 Stipulation and Order is not a design issue. Pile off-load, positioning, and driving and bridge construction can be accomplished using the contract 2-phase construction plan at both bridges, as conceived by DCA, without requiring the lowering or undergrounding of the power lines as is contended by Korando.

Per the Construction Progress Meeting held on March 3, 2016, Korando will be given the opportunity to review PB and DCA's bridge analyses and present any questions or concerns during the next scheduled progress meeting on March 10, 2016. DPW will revise and reissue Change Order No. 01 with a NTP date of March 14, 2016.

If you have any questions or need additional information, please contact Mr. Houston Anderson, Construction Manager with Parsons Transportation Group, Inc. at 648-1066 or Jeff Miller, Chief Resident Project Representative, TG Engineers at 647-0808.

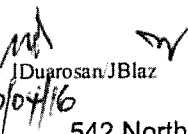
Sincerely,

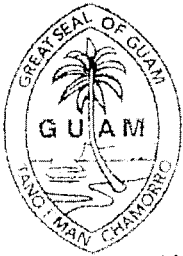


GLENN LEON GUERRERO

Encl. Exhibit 1 - Bile Bridge Inspection Report
Exhibit 2 - Pigua Bridge Inspection Report
Exhibit 3 - Purchase Order and Invoice
Exhibit 4 - Mill Test Certificate
Exhibit 5 - Construction Photos
Exhibit 6 - Bridge Load Rating Report - Bile & Pigua Bridges
Exhibit 7 - Bile and Pigua Bridge Temporary Bridge Analysis
Exhibit 8 - OSHA 1926.1408

Cc: Isidro Duarosan, DPW
Crispin Bengan, DPW
Richelle Takara, FHWA
Houston Anderson, PTG
David Yao, PTG
Jeff Miller, TGE


JDuarosan/JBlaz
3/04/16



The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor

JAN 31 2017

Mr. David McCallum
Project Manager
Korando Corporation
PO Box 20538
GMF, GU 96921



TN17-192

RECEIVED

02/01/17

Ref: **Bile/Pigua Bridges Replacement**
Project No. GU-NH-NBIS(007)
EXTENSION OF CONTRACT TIME REQUEST #01
GUAM POWER AUTHORITY (GPA) OVERHEAD ELECTRICAL
LINE DE-ENERGIZING

Dear Mr. McCallum,

The Department of Public Works (DPW) acknowledges receipt of Korando Corporation's (Korando) letter dated November 16, 2016 requesting an 86 calendar day time extension due to purported delays caused by Guam Power Authority's (GPA) overhead electrical line de-energizing.

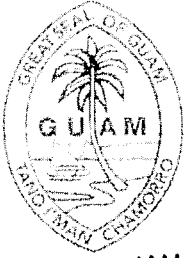
The "Conflict"

Item 5c of the Office of Public Accounting (OPA) Stipulation, Docket No. OPA-PA: 15-009, dated December 16, 2015, states "*Korando contends that there is a conflict between the existing overhead power lines and the operation of the crane when hoisting and positioning the piles during the pile driving operation (the "Conflict"), as depicted in DPW's construction documents. If DPW/owner in coordination with Korando reasonably determines this is a design issue, DPW will be responsible for: (i) finding a constructible solution, redesigning and providing the new plans to address this conflict; and (ii) contacting GPA and third party communication providers.*"

It is DPW's determination that the "Conflict", originally presented by Korando and as defined per Item 5c of the OPA Stipulation, is between the existing overhead power lines and the crane during the hoisting and positioning of the precast, pre-stressed concrete piles which were resolved on two separate occasions:

1. The proposed crane positioning plan submitted by Korando on January 20, 2016 shows that the existing overhead power lines interferes with the 180 degree swing path during the crane operations to hoist and position the concrete piles.

As discussed during the February 8, 2016 meeting, between DPW, Parsons Transportation Group (PTG), Parsons Brinckerhoff (PB), TG Engineers (TGE), Korando, GK2, and Smithbridge (SBG), it is DPW's understanding that the conflict is a result of Korando's claim that the existing temporary steel bridges are "inadequate" to support construction loads for pile

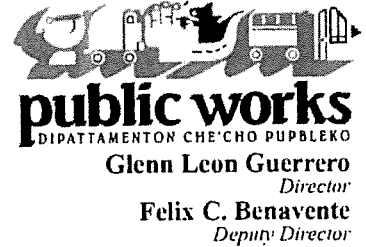


The Honorable
Eddie Baza Calvo
Governor

The Honorable
Ray Tenorio
Lieutenant Governor

JAN 31 2017

Mr. David McCallum
Project Manager
Korando Corporation
PO Box 20538
GMF, GU 96921



Glenn Leon Guerrero
Director
Felix C. Benavente
Deputy Director

TN17-192

Ref: **Bile/Pigua Bridges Replacement**
Project No. GU-NH-NBIS(007)
EXTENSION OF CONTRACT TIME REQUEST #01
GUAM POWER AUTHORITY (GPA) OVERHEAD ELECTRICAL
LINE DE-ENERGIZING

Dear Mr. McCallum,

The Department of Public Works (DPW) acknowledges receipt of Korando Corporation's (Korando) letter dated November 16, 2016 requesting an 86 calendar day time extension due to purported delays caused by Guam Power Authority's (GPA) overhead electrical line de-energizing.

The "Conflict"

Item 5c of the Office of Public Accounting (OPA) Stipulation, Docket No. OPA-PA: 15-009, dated December 16, 2015, states "*Korando contends that there is a conflict between the existing overhead power lines and the operation of the crane when hoisting and positioning the piles during the pile driving operation (the "Conflict"), as depicted in DPW's construction documents. If DPW/owner in coordination with Korando reasonably determines this is a design issue, DPW will be responsible for: (i) finding a constructible solution, redesigning and providing the new plans to address this conflict; and (ii) contacting GPA and third party communication providers.*"

It is DPW's determination that the "Conflict", originally presented by Korando and as defined per Item 5c of the OPA Stipulation, is between the existing overhead power lines and the crane during the hoisting and positioning of the precast, pre-stressed concrete piles which were resolved on two separate occasions:

1. The proposed crane positioning plan submitted by Korando on January 20, 2016 shows that the existing overhead power lines interferes with the 180 degree swing path during the crane operations to hoist and position the concrete piles.

As discussed during the February 8, 2016 meeting, between DPW, Parsons Transportation Group (PTG), Parsons Brinckerhoff (PB), TG Engineers (TGE), Korando, GK2, and Smithbridge (SBG), it is DPW's understanding that the conflict is a result of Korando's claim that the existing temporary steel bridges are "inadequate" to support construction loads for pile

delivery. Thus, it requires the pile delivery truck to be positioned on the side of the crane opposite from the river during off-loading.

In the letter dated March 4, 2016, DPW presented independent finite analysis of the temporary bridge structures performed by PB and Duenas, Camacho, & Associates (DCA) which concluded that *"the bridges are safe for Guam legal loads and thus do not need to be posted, and are also adequate when analyzed using AASHTO criteria."* This, along with GPA's support to de-energize the overhead power lines and the minimum required clear distance of 10 feet per OSHA 1926.408, Table A for line voltage less than 50 kV, eliminated the need for a 180 degree swing path and resolved the "Conflict".

2. Korando submitted Request for Information (RFI) No. 18 Test Pile Locations on March 14, 2016 and a response letter dated March 23, 2016 to DPW's March 4, 2016 letter, indicating the four (4) test piles on the mountain side (east side of the bridges) cannot be driven at the start of the project, prior to the fabrication and driving of the production piles, as the existing overhead power lines are in direct conflict with the test piles.

DPW, in its March 28, 2016 RFI No. 18 response and April 8, 2016 response letter, clarified that it is not a contract requirement that all four (4) test piles on each bridge be driven prior to pile production. At least one test pile at each abutment should be driven per phase to verify pile capacity and pile production length. As per the contract phasing plan, the existing overhead power lines would be relocated to the ocean side (west side of the bridges) before the mountain side test piles are driven, thus eliminating any potential conflict.

Per the meeting held on January 5, 2016 between GPA, PTG, PB, TGE, and Korando, GPA indicated that they could provide project support by installing electrical equipment that would allow the existing overhead power lines at each bridge to be isolated and de-energized during the Phase 1 work. During the March 21, 2016 meeting between GPA, DPW, PTG, TGE, and Korando, GPA clarified that the outage can only occur at one bridge at a time, otherwise it would affect GPA's customers located between the two bridges. The isolations and de-energizing would affectively eliminate OSHA's minimum clearance requirement between the power line and the crane. Pile off-load, positioning, and driving and bridge construction can be accomplished using the 2-phase construction plan at both bridges, as conceived by DCA, without requiring the lowering or undergrounding of the power lines as is contended by Korando. Additionally, the 2-phase construction plan as conceived by DCA does not incur the conflict with the driving of the mountain side test piles that is created by Korando's proposed alternative overhead electrical relocation plan.

The two phase construction as shown in the contract documents is as follows:

Phase 1 – Ocean Side

1. Maintain traffic on the mountain side of the existing bridge;
2. Temporarily relocate the existing 8" water line from the ocean side to the mountain side;
3. Demolish the existing bridge structure;
4. Construct new bridge structure;
5. Install new water and communication lines on the new utility raceway on new bridge;
6. Relocate existing power line from the mountain side to the ocean side (the actual relocation of the electrical lines onto the new power poles would need be performed after all Phase 1 crane work has been completed);

7. Shift traffic onto the new bridge on the ocean side.

Phase 2 – Mountain Side

1. Demolish the existing bridge structure;
2. Construct new bridge structure;
3. Open bridge.

Please note that the work items listed above are not inclusive of all the work required per the contract. Korando elected to deviate from the construction drawings, as entitled to under the contract, and proceeded with its selected means and methods.

DPW considers the conflict between the existing overhead power line and the sheet piles to be a new issue, separate from the OPA stipulation.

Alternate Overhead Electrical Relocation Plan

Per Bridge Demolition Note 2 / Drawing S5, Korando “*have the option to propose an alternate demolition and construction phasing sequence subject to the review and approval of the Contracting Officer. Alternate scheme shall be at no additional cost to the Government.*” Korando’s decision to proceed with its alternate plan to relocate the existing overhead electrical lines further to the mountain side at the start of the project is solely a means and method for the convenience of the contractor. Korando proceeded with relocation of the overhead electrical lines without a complete and detail plan or official approval from GPA or DPW.

In Korando’s November 16, 2016 request for time extension, Korando reported that issues encountered by GPA with the de-energizing of the power lines may have an impact on the Phase 2 construction if they are not resolved by that time. The additional de-energizing required during Phase 2 is due to Korando’s proposed alternative plan which relocated the power lines to within 10-feet of the mountain side concrete test piles at both bridges. The 2-phase construction plan shown in the contract documents relocates the power lines to the ocean side at both bridges near the end of the Phase 1 work and thus eliminates any need for de-energizing of the lines during Phase 2 construction.

It is DPW’s position that in accordance with Bridge Demolition Note 2 / Drawing S5, any additional costs incurred to de-energize the relocated power lines, additional costs incurred from potential delays in de-energizing the relocated power lines, or any extra costs or time related to the alternate electrical relocation plan are the sole responsibility of Korando.

Further, Korando stated in its November 16, 2016 time extension request:

DPW’s assumption, as stated in their letter dated March 4, 2016, that “Pile off-load, positioning, and driving, and bridge construction can be accomplished using the contract 2-phase construction plan at both bridges...” has proved incorrect during the course of the executing the contract, and has required an additional relocation of the overhead electrical lines in order to complete the sheet pile installation.

Please clarify the ADDITIONAL relocation of the overhead electrical that Korando is referring to. Per the discussion held during the July 7, 2016 Construction Progress Meeting (Item 10.8), it is DPW’s understanding that the proposed locations of the new power poles per Korando’s alternate electrical

relocation plan are the final and permanent installation at Pigua Bridge and are intended to be the final and permanent installation at Bile Bridge pending a signed permanent aerial easement with the property owner, Mary Flaherty. The temporary aerial easement was signed on August 11, 2016.

Cause of Delay

In Korando's November 16, 2016 request, Korando indicated that part way through the installation of the sheet piles at Bile Bridge, on July 28, 2016, "*GPA withdrew their approval of allowing backfeeding and de-energizing of the electrical line due to under-voltage conditions and downed substation problems within their wider electrical network.*" This suspension was affective starting at 4 PM on July 28, 2016. All sheet piles at Pigua Bridge were installed and were not affected.

DPW disagrees with Korando's position that GPA would not permit or approve any further backfeeding or de-energizing of the electrical line for the project. During the July 29, 2016 meeting, between GPA, PTG, TGE, and Koarndo, GPA stated that although they could not provide continuous shutdown overnight, they could de-energize the electrical lines at Bile Bridge during the day, but not on consecutive days. GPA requested Korando to submit a work order for the daytime outages while GPA verified with their transmission and distribution group for available schedule.

Although Korando followed up with GPA on the available schedule, It is DPW's understanding that Korando elected to suspend the installation of the sheet piles at Bile Bridge due to the uncertainty of a definite work schedule. The crane used for the sheet pile driving was removed from the Bile/Pigua project site for use on another project while waiting for GPA to relocate the overhead power lines to the new concrete power poles previously installed. GPA completed relocation of the overhead power lines at Bile Bridge on August 23, 2016.

Activities Affected

Korando claims that GPA's suspension of the isolation outage at Bile Bridge required Korando to "expedite" its alternate relocation plan at Bile Bridge to provide the minimum clearance requirement of 10-feet in order to continue driving sheet piles. Per the approved Baseline Construction Schedule, relocation and re-energizing of the overhead lines at Bile Bridge (Activities EW250 and EW260) were scheduled to be completed on July 13, 2016, prior to the start of sheet pile driving at Bile Bridge (Activity SP200) on August 17, 2016. Please provide an explanation as to why the relocation and re-energizing of the power lines were not completed as of July 28, 2016, the date GPA notified Korando of the suspension of the isolation outage at Bile Bridge.

Additionally, in its November 16, 2016 request, Korando cites three activities affected by the GPA overhead electrical line de-energizing.

1. Activity ID SP180, Power Isolation – Bile Bridge

This is a critical path activity on the Baseline Construction Schedule with a start date of August 14, 2016 and a finish date of August 15, 2016 and is a predecessor to driving sheet piles at Bile Bridge. The relocation of the overhead power line at Bile Bridge was completed on August 23, 2016.

As noted above, the approved Baseline Schedule indicated that the relocation and re-energization of the overhead power lines was scheduled to be completed prior to driving sheet piles at Bile Bridge. However, sheet pile driving started on July 28, 2016 on the south side of Bile Bridge.

Please provide a schedule analysis detailing how this activity was affected.

2. Activity ID EW240, Power Outage #1 (Bile)

This is a non-critical path activity on the approved Baseline Construction Schedule with a start and finish date of July 11, 2016. Please provide a detailed explanation how this activity was delayed and became a critical path activity.

3. Activity ID EW270, Power Outage #2 (Pigua)

This is a non-critical path activity on the approved Baseline Construction Schedule with a start and finish date of July 14, 2016. Please provide a detailed explanation how this activity was delayed and became a critical path activity.

Start Date and Duration of Delay Impact

Korando indicated in its November 16, 2016 request that the construction schedule was impacted starting from the date of Notice to Proceed (NTP) on March 14, 2016 with an unspecified duration of impact which caused the construction schedule to be delayed by 86 calendar days.

Please provide an explanation or analysis showing how Korando determined that the GPA overhead electrical line de-energizing impacted the construction schedule starting on March 14, 2016. It should be noted that numerous other tasks required completion before the power isolation and power outage activities were scheduled to be done.

Schedule Analysis

The schedule submitted with the time extension request is not in accordance with the requirements of FP-03 subsection 108.03. It is simply an update of a schedule as of June 25, 2016 with two added activities showing delays to the Pigua Bridge. This is inconsistent with the delay cause as presented.

In order for DPW to fully review Korando's time extension request and the impact to the three cited activities to the Baseline Construction Schedule, please submit two schedules showing the baseline duration, start date, finish date, and total float for all activities. The schedules shall also show the remaining duration, actual start date, actual finish date if completed, and current float for all activities that have started. The two schedules shall be as follows:

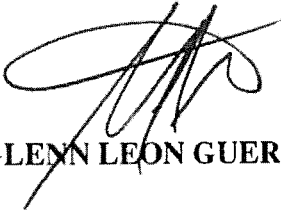
- Updated as of July 28, 2016, the date GPA notified Korando of the suspension in overhead power line outage at Bile Bridge;
- Update as of August 23, 2016, the date GPA completed the overhead power line relocation at Bile Bridge.

In addition to the explanation and revised schedules, please identify the additional costs that Korando is claiming due to the GPA overhead electrical line de-energizing.

DPW would like to equitably resolve this time extension issue in a timely manner, and proposes a meeting between PTG, TGE, and Korando be held within 7 calendar days after receipt of this letter to discuss any questions Kornado may have regarding the contents of this letter and help bring closure to this issue.


If you have any questions or need additional information, please contact, Mr. Isidro Duarosan, Engineering Supervisor, Federal-Aid Highway Construction Section at 649-3104, Mr. Crispin Bengan, Project Engineer, Federal-Aid Highway Construction Section at 649-3115, Mr. Houston Anderson, Construction Manager with Parsons Transportation Group, Inc. at 648-1066 or Jeff Miller, Chief Project Representative, TG Engineers at 647-0808.

Sincerely,



GLENN LEON GUERRERO

Cc: Isidro Duarosan, DPW
Crispin Bengan, DPW
Richelle Takara, FHWA
Michael L. Lanning, PTG
Houston Anderson, PTG
David Yao, PTG
Jeff Miller, TGE

 IDuarosan/TKeeler/JBlaz

John Aragon

From: Joffrey Caasi <j.caasi@korandocorp.com>
Sent: Thursday, March 29, 2018 5:21 AM
To: 'Jeff Miller'
Cc: janessap@tg-engr.com; 'TG Engineers, John Aragon'
Subject: RE: Bile/Pigua Bridges Replacement, Submittal No. 636.030-01 15kV Power Pole Relocation - GPA Approval - Exceptions As Noted

Sir,

Acknowledging receipt of your email.
Thank you.

Regards,

Joffrey Caasi
j.caasi@korandocorp.com



KORANDO CORPORATION
P.O. BOX 24538, GASF, GUAM 96921
TEL. NOS. (671) 649-7888/81
FAX NO. (671) 649-7882

From: Jeff Miller <jeffm@tg-engr.com>
Sent: Tuesday, March 27, 2018 8:37 AM
To: Korando Corp., Joffrey Caasi <j.caasi@korandocorp.com>
Cc: Korando Corp., Kiwook Han <hk.wook@korandocorp.com>; Smithbridge, David McCallum <d.mccallum@korandocorp.com>; Korando Corp., Ruel Remetira <r.remetira@korandocorp.com>; Parsons Transportation Group, David Yao <david.yao@parsons.com>; DPW, Crispin Bengan <crispin.bengan@dpw.guam.gov>; TG Engineers, Cathy Manglona <cathym@tg-engr.com>; TG Engineers, John Aragon <johna@tg-engr.com>; TG Engineers, John Garcia <johng@tg-engr.com>; DPW, Ronald Galsim <rmgv027@gmail.com>; DPW, Isidro Duarosan <isidro.duarosan@dpw.guam.gov>; Korando Corp., Nestor Dellomas <n.dellomas@korandocorp.com>; TG Engineers, Jun Dayao <jund@tg-engr.com>; TG Engineers, Janessa Pinaula <janessap@tg-engr.com>
Subject: Bile/Pigua Bridges Replacement, Submittal No. 636.030-01 15kV Power Pole Relocation - GPA Approval - Exceptions As Noted

Joffrey,

Submittal No. 636.030-01 15kV Power Pole Relocation - GPA Approval is being returned as Exceptions As Noted. Please acknowledge receipt of this e-mail to me and Janessa Pinaula.

Regards,

Jeff Miller PE, CSI, CCCA
Chief Engineer, Construction Management
TG Engineers, PC
125 Tun Jesus Crisostomo St., Ste. 206
Tamuning, Guam 96913-3551

Transmittal/Review/Approval FILE NAME: 15 Kv Overhead Line Pole Relocation DATE: 3/20/2018

CONTRACT NO.: GU-NH-NBIS(007) TITLE: (Fill in Project Title/Location Here) Bile / Pigua Bridge Replacement (Construction Phase), Route 4, Merizo, Guam
 FROM (CONTRACTOR): Korando Corporation TO: Jeff Miller / TGEEngineers SUBMITTAL NO.: 636.031-01-*gm* SPECS. SECTION: 636
636.030-01

ENCL. NO.	NO. OF PAGES	DESCRIPTION	SPEC. SEC. / PARA.	PAY ITEM NO.	SCHEDULE ACTVTY. NO.	CQC CODE
1	5	15 Kv Overhead Line Pole Relocation - <i>GPA Approval gm</i>	636			A
<div style="border: 1px solid black; padding: 5px;"> <p>A. No Exceptions Taken <input type="checkbox"/> Job: <i>GU-NH-NBIS (007)</i></p> <p>B. Exceptions as Noted <input checked="" type="checkbox"/> Submittal No.:</p> <p>C. Revise / Resubmit <input type="checkbox"/> By: <i>Jeff Miller gm</i> <i>See attached</i></p> <p>D. Rejected / Resubmit <input type="checkbox"/> Date: <i>3/27/18</i> <i>Submittal Review</i></p> <p>E. No Action Required <input type="checkbox"/></p> <p>F. Not Subject to Review <input type="checkbox"/> <i>Comments</i></p> <p><small>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.</small></p> <p>GUAM DPW <i>N/A</i> _____ DATE _____ <small>CHIEF ENGINEER</small> <small>DATE</small></p> </div>						

DATE NEEDED BY:
 TRANSMITTED FOR: APPROVAL CLARIFICATION SELECTION RECORD VARIANCE

It is hereby certified that the material submitted herein conforms to contract requirements and can be installed in the allocated spaces.
 CONTRACTOR'S REPRESENTATIVE NAME/TITLE: Joffrey Caasi / Korando SIGNATURE: *Joffrey D. Caasi*

Received By (Print Name & Sign)/Date/Time: Jeff Miller / TGEEngineers 3/20/2018

FROM: SIGNATURE: DATE:

TO: Jeff Miller / TGEEngineers *For review/comment () copies of enclosures forwarded. RETURN WITHIN () WORKING DAYS, unless submittal is for record/info purposes only and there are no adverse comments.*

Received By (Print Name & Sign)/Date/Time:

FROM: TO: DATE:

RECOMMEND / Enclosure(s) is (are):
 No Exception Taken (NET) Rejected/Resubmit (Rej/R)
 Exceptions As Noted (EAN) No Action Required (NAR)
 Revise/Resubmit (Rev/R) Not Subject To Review (NSTR)

REMARKS:

Copies of encls returned: SIGNATURE:
 Copy to:

Received By (Print Name & Sign)/Date/Time:

SUBMITTAL REVIEW COMMENTS

Project : Bile/Pigua Bridges Replacement
Project No. : GU-NH-NBIS(007)
Submittal : Submittal No. 636.030-01 15kV Power Pole Relocation - GPA Approval

Comments

1. The submittal number is changed from 636.031-01 to 636.030-01 since 636.030 is the next available number.
2. This submittal only documents Guam Power Authority approval of the 15kV power pole relocation for Korando's proposed overhead electrical relocation at both bridges.
3. Korando must send a separate submittal to the Department of Public Works for review and approval detailing the reasons for the proposed relocations. If Korando intends to request any additional time or cost for the relocation that must be included in the submittal.

Transmittal/Review/Approval		FILE NAME: 15 Kv Overhead Line Pole Relocation	DATE: 1/18/2018
CONTRACT NO.: GU-NH-NBIS(007)		TITLE: (Fill in Project Title/Location Here) Bile / Pigua Bridge Replacement (Construction Phase), Route 4, Merizo, Guam	
FROM (CONTRACTOR): Korando Corporation		TO: Arthur Manglona / GPA	SUBMITTAL NO.: 636.031-01
		SPECS. SECTION: 636	

ENCL. NO	NO. OF PAGES	DESCRIPTION	SPEC. SEC. / PARA.	PAY ITEM NO.	SCHEDULE ACTVTY. NO.	CQC CODE
1	5	15 Kv Overhead Line Pole Relocation	636			A

DATE NEEDED BY:

TRANSMITTED FOR: APPROVAL CLARIFICATION SELECTION RECORD VARIANCE

It is hereby certified that the material submitted herein conforms to contract requirements and can be installed in the allocated spaces.

	CONTRACTOR'S REPRESENTATIVE NAME/TITLE Joffrey Caasi / Korando	SIGNATURE:
--	---	------------

Received By (Print Name & Sign)/Date/Time: Arthur Manglona / GPA 1/18/2018

FROM:	SIGNATURE:	DATE:
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TO: Arthur Manglona / GPA	For review/comment () copies of enclosures forwarded. RETURN WITHIN () WORKING DAYS, unless submittal is for record/info purposes only and there are no adverse comments.
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Received By (Print Name & Sign)/Date/Time:

FROM:	TO:	DATE:
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RECOMMEND / Enclosure(s) is (are):

<input checked="" type="checkbox"/> No Exception Taken (NET)	<input type="checkbox"/> Rejected/Resubmit (Rej/R)	<input type="checkbox"/> _____
<input type="checkbox"/> Exceptions As Noted (EAN)	<input type="checkbox"/> No Action Required (NAR)	<input type="checkbox"/> _____
<input type="checkbox"/> Revise/Resubmit (Rev/R)	<input type="checkbox"/> Not Subject To Review (NSTR)	

REMARKS:

SIVA

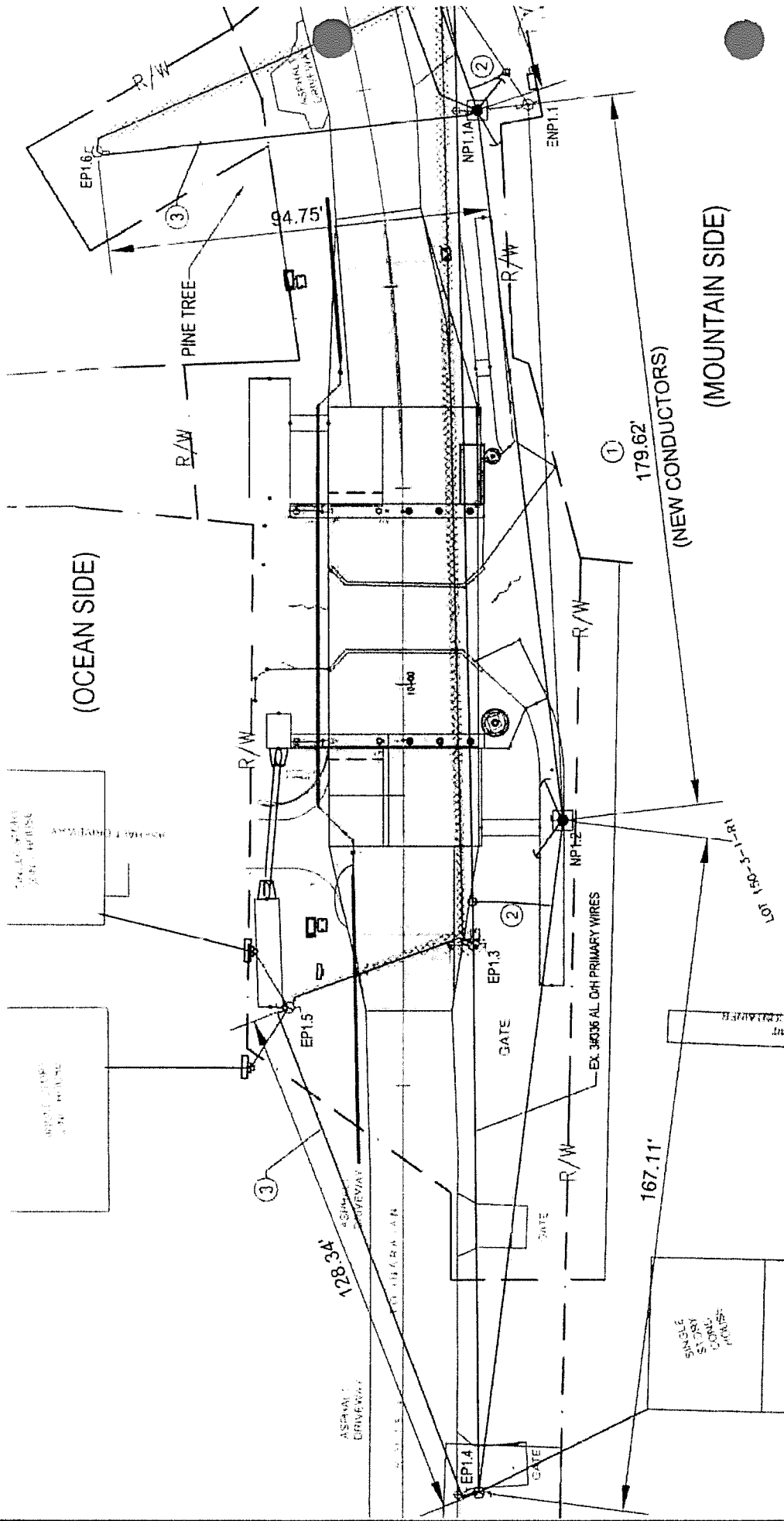
ARTHUR MANGLONA

SIGNATURE: *Joffrey Caasi*

Copies of encls returned:

Copy to:

Received By (Print Name & Sign)/Date/Time:



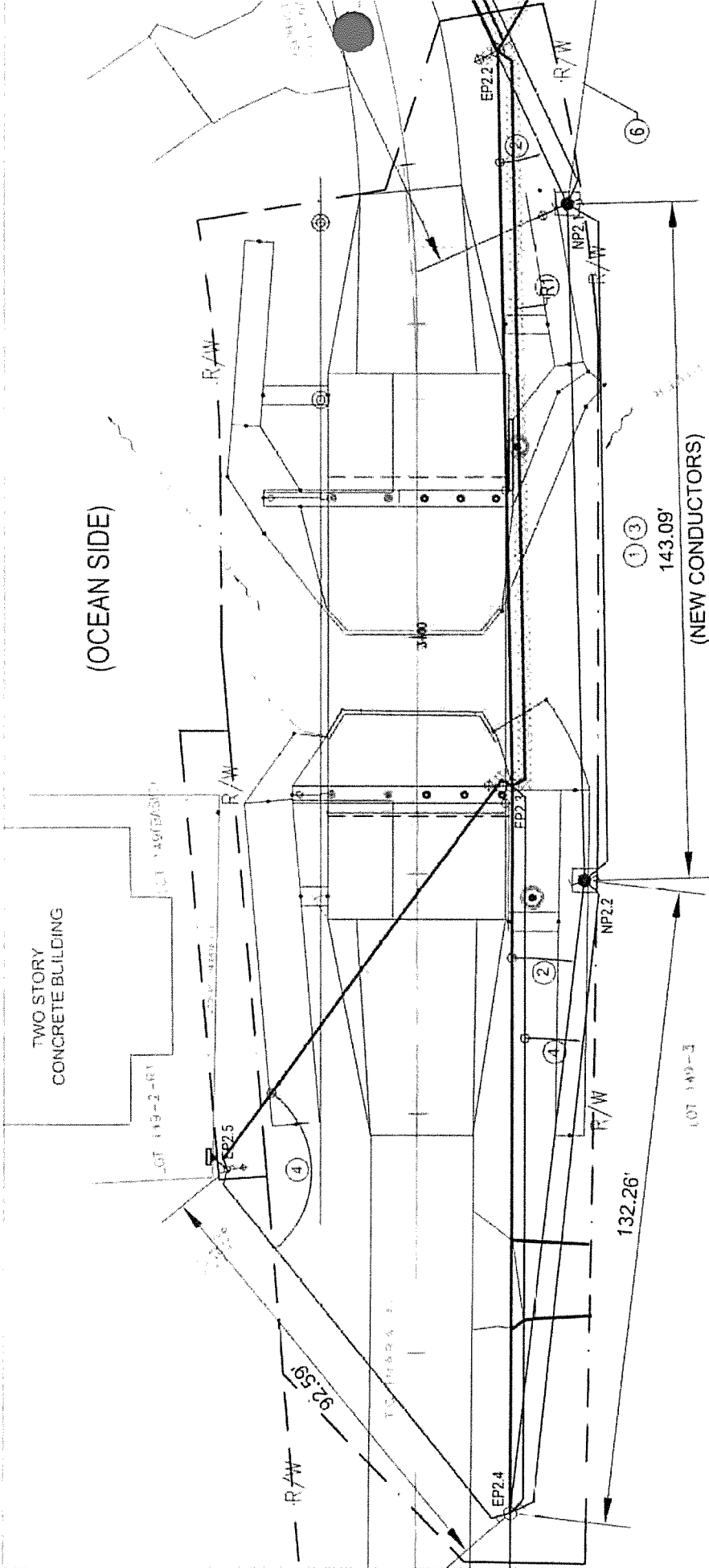
1 PROPOSED ELECTRICAL PLAN (BILE AREA)

SD1.1 SCALE: NTS

MARK	POLE SIZE	CONFIGURATION		DO	GL
		EXISTING	NEW		
EP1.1	55' CP EXISTING	VC1-A			
EP1.2	45' CP EXISTING	VC2-A/J4	VC8		
EP1.3	45' CP EXISTING	VC1-A/J4			

NEW POLE SURVEYED LOCATION						
MARK	POLE SIZE	COORDINATES		STATION	OFFSET	COMMENTS
		EASTINGS	NORTHINGS			
ENP1.1	55' NEW CP	297696.299	575216.757	STA 11+38.70	39.53' L	RELOCATED TO NP1.1A
NP1.1A	55' NEW CP	297683.751	575394.275	STA 11+17.83	26.77' L	RELOCATED FROM ENP1.1

(OCEAN SIDE)



(MOUNTAIN SIDE)

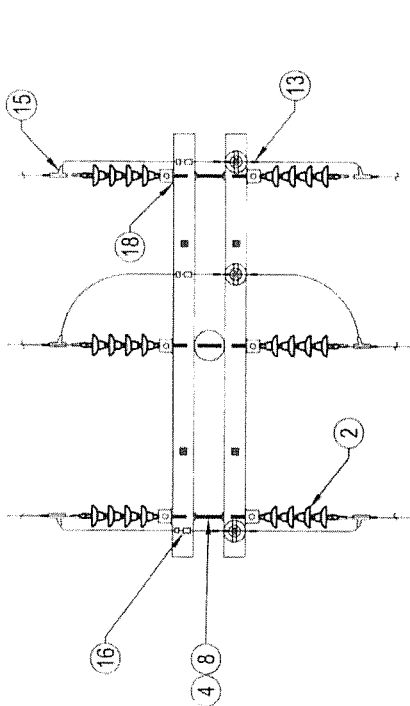
1 PROPOSED ELECTRICAL PLAN (PIGUA AREA)

SCALE: NTS

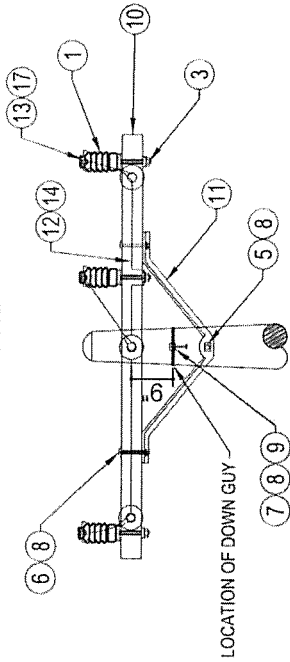
SD2.1

NEW POLE SURVEYED LOCATION						
MARK	POLE SIZE	COORDINATES		STATION	OFFSET	COMMENTS
		EASTINGS	NORTHINGS			
NP2.1	55' NEW CP	297679.504	574628.808	STA 3+76.03	32.62' L	
		207204.203	574500.045	STA 2+16.00	34.00' L	

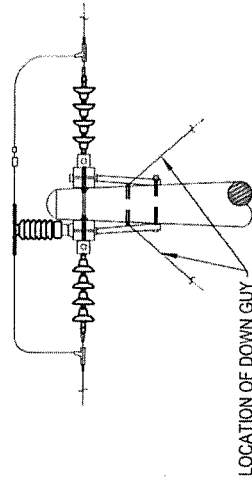
MARK	POLE SIZE	CONFIGURATION		DOWN ST
		EXISTING	NEW	
EP2.1	45' CP EXISTING	* VC2-A	VC8	T
EP2.2	45' CP EXISTING	VC1-AJ4		R



PLAN



FRONT ELEV.



SIDE ELEV.

VC8

ITEM	INDEX NO.	BILL OF MATERIALS	REQ'D
1	0783	Vertical Line Post	3
2	0776	Deadend Insulator	6
3	0953	Mounting Studs for Vertical Line Post	3
4	0059	Bolt, Double Arm, Eye 5/8" x 24" W/Nuts	3
5	0067	Bolt Machine 5/8" x 14" W/Nut	1

XC8

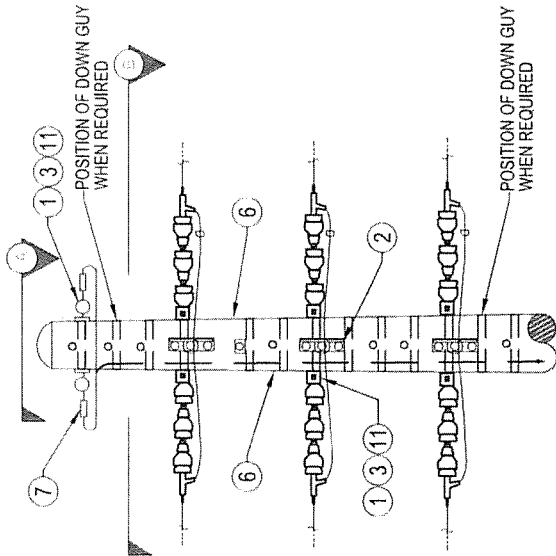
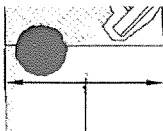
ITEM	INDEX	REQ'D	BILL OF MATERIALS
1	1377	4	Oval Eye Bolt, 5/8" Diameter x 15" W Nuts
2		6	Machine Bolt, 5/8" Diameter x 18" W Nuts
3	139C	14	Spring or Curve Washers
4		18	Insulator Suspension, Clevis Type 10" Diameter
5		3	Clamp Top Line Post Insulator, Horizontal Mount

DOWN

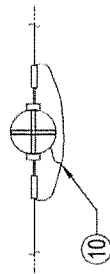
ANCHOR
HOLE



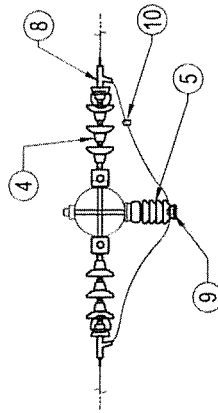
ANCHOR
ROD SH
6'-0" MIN



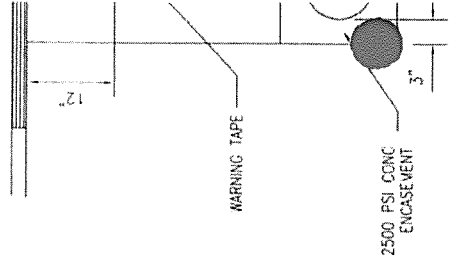
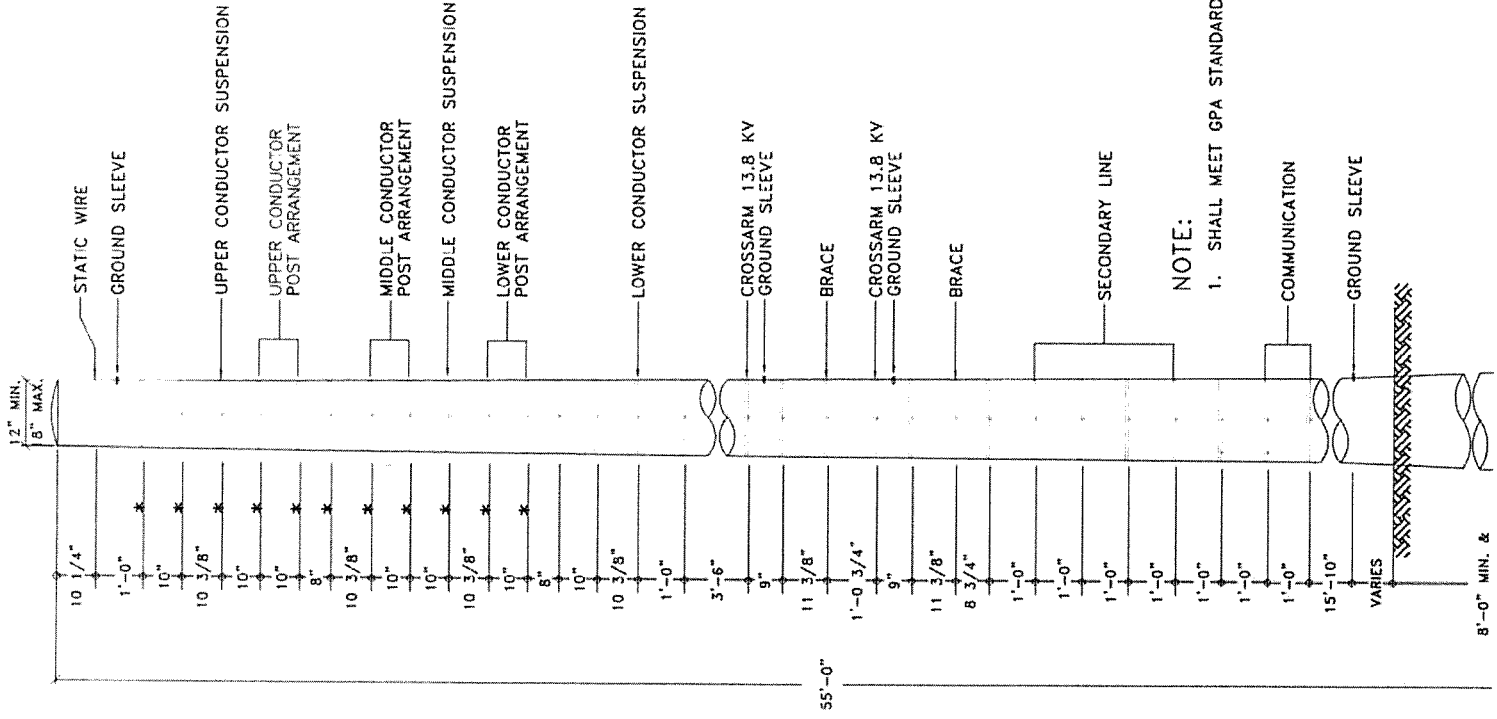
SIDE ELEV.



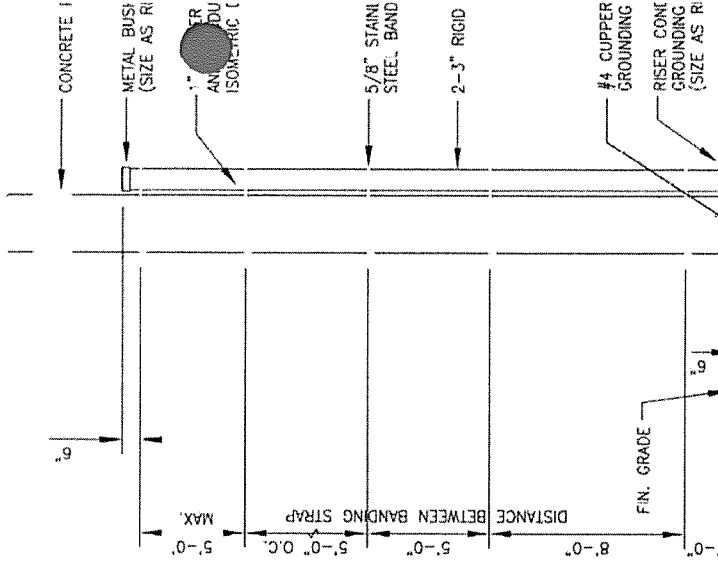
PLAN "A"



PLAN "B"



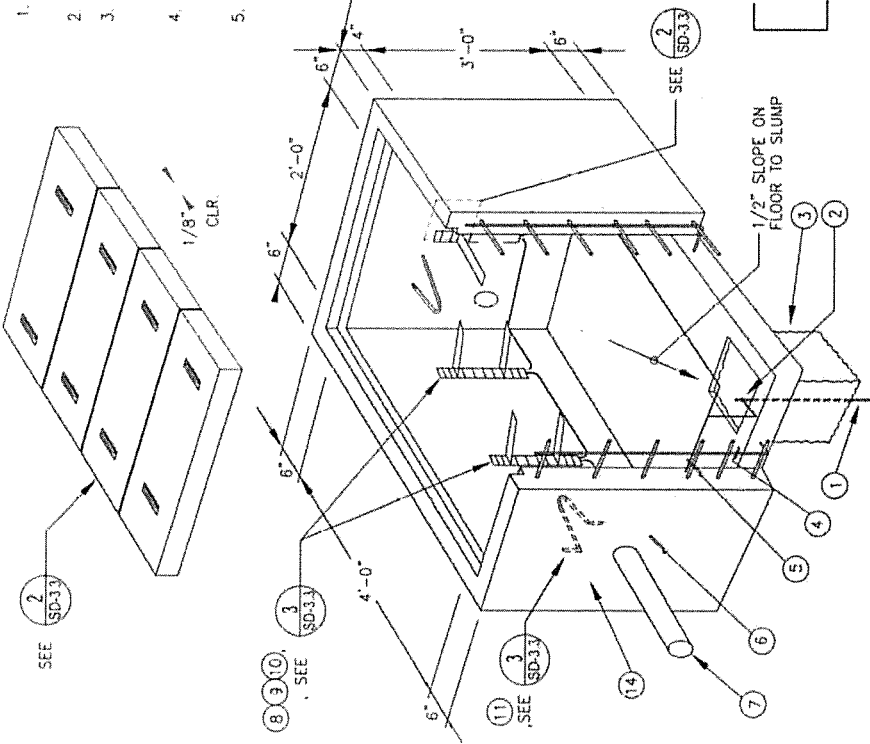
2 TR
SD3.2 SCAL



NOTE:
1. SHALL MEET GPA STANDARD.

NOTES:

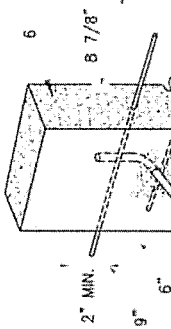
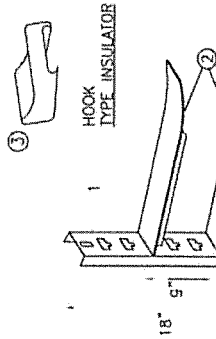
- THIS SIZE OF HANDHOLE IS TO BE USED FOR LOCATIONS OF MORE THAN 3 JUNCTIONS OF SECONDARY AND SERVICE
- GROUND ALL HARDWARES IN THE HANDHOLE.
- TOP OF THE HANDHOLE SHOULD BE FLUSH WITH THE SIDEWALK SURFACE. OTHERWISE THERE SHOULD BE A 2" CLEARANCE FROM REGULAR GROUND SURFACE.
- AREA OF CONDUIT ENTRANCES SHOULD BE 6" MINIMUM FROM THE FLOOR SLAB, 10" MINIMUM FROM THE LEFT OR RIGHT SIDE WALL, AND 12" MIN. FROM THE TOP OF THE HANDHOLE
- PROVIDE APPROXIMATELY 1/8" CLEARANCE BETWEEN HANDHOLES COVERS AND BETWEEN COVERS AND LEDGE SIDES



ITEM	DESCRIPTION
1	5/8" X 8'-0" COPPERWED GROUND ROD
2	5/8" COPPER GROUND ROD CLAMP
3	3/4" MAX. GRAVEL SIZE, FILL TO FINISH FLOOR
4	#4 REBAR @ 10" O.C. VERTICAL
5	#4 REBAR @ 10" O.C. HORIZONTAL
6	#5 COPPER WIRE (SOLID) FOR GROUNDING HARDWARES
7	CONDUIT WITH END BELL, SIZE AND QUANTITY AS REQUIRED, WITH PULLSTRING
8	CABLE RACK HOT DIP GALVANIZED
9	HOOK TYPE INSULATOR
10	INSULATOR WELDED SUPPORT
11	PULLING IRON 7/8" (CALV) OPPOSITE END OF EACH CONDUIT ENTRANCE
12	3 1/2" X 3 1/2" X 1/4" ANGLE IRON HOT DIP GALV ALL AROUND
13	3/8" STEEL ROD WELDED TO FRAME @ 12" O C
14	6" THK CONCRETE WALL & FLOOR SLAB @ 3000 PSI

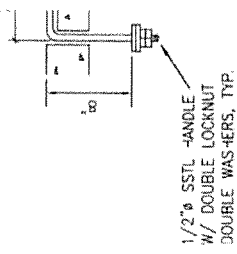
1 4'X2'X3' SECONDARY HANDHOLE DETAILS

SD3.3 SCALE: NTS

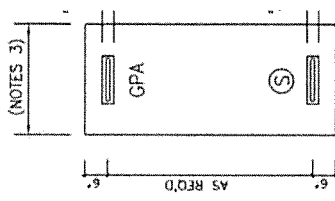
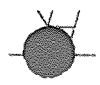


BILL OF MATERIALS

ITEM	DESCRIPTION
1	CABLE RACK HOT DIP GALVANIZED
2	INSULATOR WELDED SUPPORT
3	HOOK TYPE INSULATOR
4	PULLING IRON 7/8" GALVANIZED
5	SLOT FOR 1/2" BOLT AND LEAD ANCHOR
6	6" THICK CONCRETE WALL AT 3000 PSI



LIFTING HANDLE



PLAN

2 SECONDARY

SD3.3 SCALE: NTS

PCL XL error

Subsystem: GE_VECTOR

Error: GEEmptyClipPath Warning: IllegalMediaSize

Lehman, Derrick

From: Jeff Miller <jeffm@tg-engr.com>
Sent: Monday, March 28, 2016 9:56 AM
To: Smithbridge, David McCallum
Cc: Korando Corp., Ki Wook Han; Korando Corp., Ruel Remetira; Construction Consulting Guam, Keith Farrell; Parsons Transportation Group, David Yao; Parsons Transportation Group, Buster Anderson; Parsons Transportation Group, Derrick Lehman; DPW, Crispin Bensen; DPW, Isidro Duarosan; TG Engineers, Cathy Manglona; TG Engineers, John Garcia; TG Engineers, John Aragon
Subject: Bile/Pigua Bridges Replacement, Response to RFI No. 018 Test Pile Locations
Attachments: RFI No. 18 Test Pile Locations.pdf; 3-4-16 Email.pdf

Follow Up Flag: Follow up
Flag Status: Completed

David,

The construction management control program that we use to document RFI's is currently down so I will send the official response to RFI No. 18 in this e-mail. The response to RFI No. 18 follows. RFI No. 18 is attached for reference.

"It is not a contract requirement that all 4 test piles be performed prior to pile production. Consistent with the bridge construction, test piles may be phased into 2 phases of construction. At least one test pile at each abutment should be performed per phase to verify pile capacity and pile production length."

Regards,

Jeff Miller PE, CSI, CCCA
Chief Engineer, Construction Management
TG Engineers, PC

125 Tun Jesus Crisostomo St., Ste. 206

Tamuning, Guam 96913-3551

jeffm@tg-engr.com

671-647-0808 Office

671-788-5364 Cell

671-647-0886 Fax

 Please kindly consider your environment before printing this e-mail

From: David McCallum [mailto:d.mccallum@korandocorp.com]
Sent: Monday, March 14, 2016 5:00 PM
To: Jeff Miller
Cc: crispin.bensan@dpw.guam.gov; Ruel Remetira; uscenv@hanmail.net; farrellk@ccguam.com
Subject: Bile / Pigua Bridge Replacement: RFI#018 Test Pile Locations

Good afternoon Jeff

Please find attached RFI#018 for your action.

Thanks
David



This email has been checked for viruses by Avast antivirus software.
www.avast.com

CONTRACT NUMBER: GU-NH-NBIS(007)	REQUEST FOR INFORMATION		RFI NUMBER: 018
CONTRACT TITLE: Bile / Pigua Bridge Replacement (Construction Phase), Route 4, Merizo, Guam			
PRIME CONTRACTOR: Korando Corporation		SUBCONTRACTOR:	
SUBJECT/TITLE OF RFI: Test Pile Locations			
DRAWING(S): S1, S5, S6, S12	DETAIL(S):	SPECIFICATION:	CPM ACTIVITY NUMBER:
COST EFFECT:	INCREASE: <input type="checkbox"/>	DECREASE: <input type="checkbox"/>	NONE: <input type="checkbox"/>

INFORMATION REQUESTED:

The eastern test piles (4 of 8 test piles total) shown on drawings S6 & S12 can not be driven without removal and / or relocation of the existing overhead electrical cables – see drawing extracts below from Korando’s Notice of Appeal and Verification, Exhibit 12 submitted to the Office of Public Accountability Procurement Appeals on September 8, 2015:

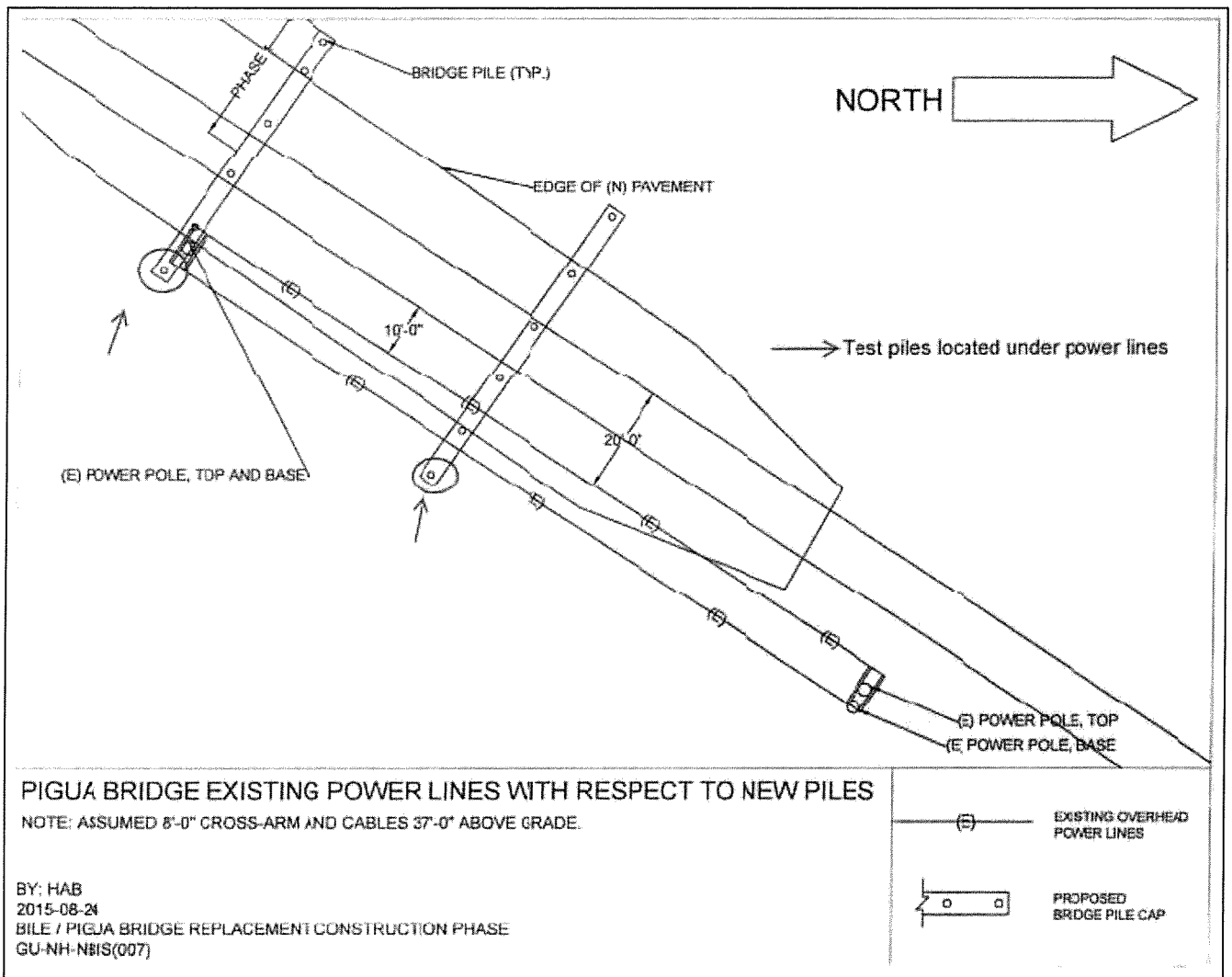


Figure 1: Pigua Bridge Test Pile Locations

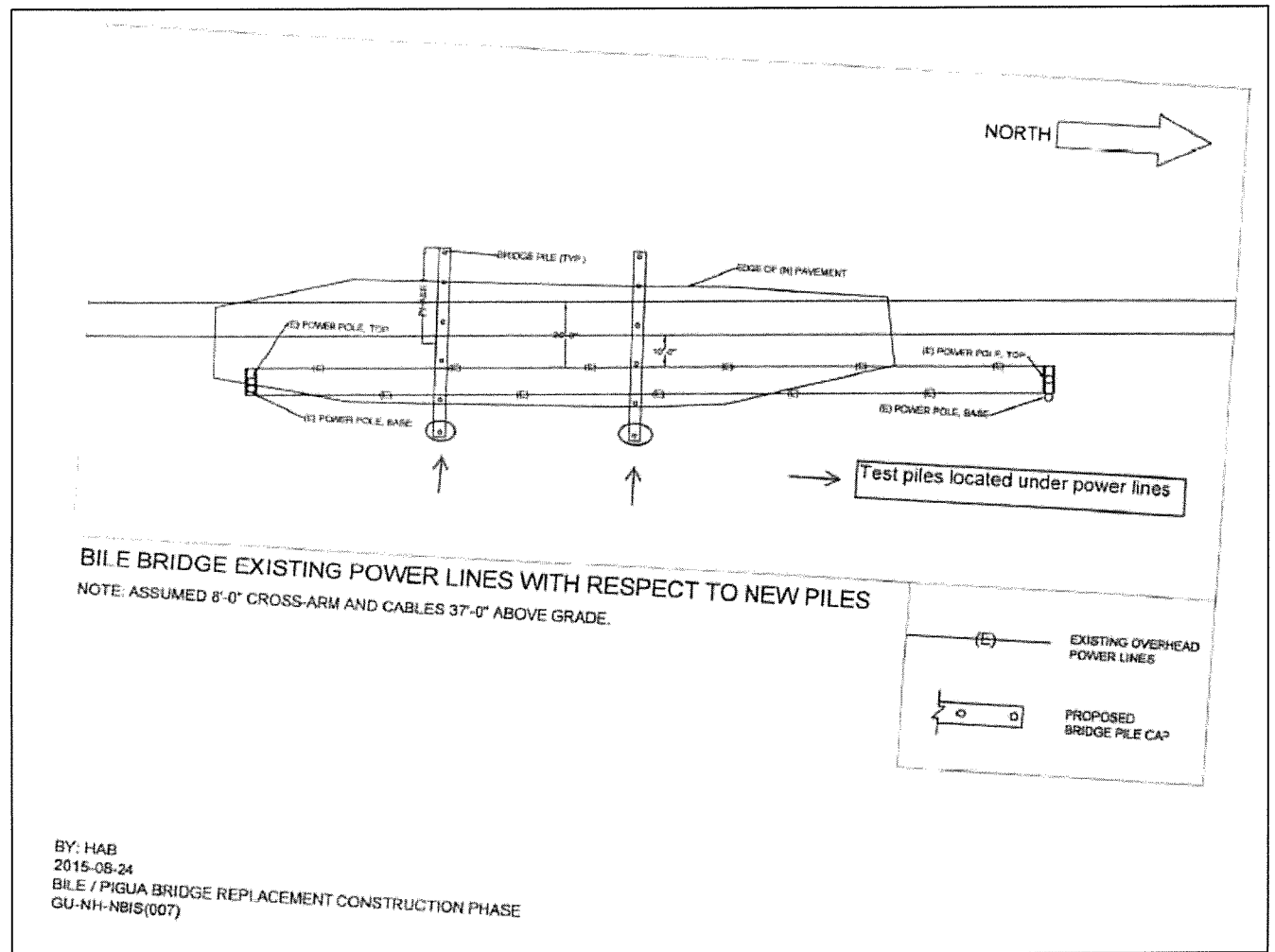


Figure 2: Bile Bridge Test Pile Locations

The construction phasing plan shown on drawing S5, shows the western (downstream / ocean side) half of both new Bile & Pigua bridges to be constructed first, followed by the eastern (upstream / mountain side). However, completed test piles are required to confirm final pile depths prior to casting and driving permanent production piles – see drawing S1 extract below.

4. PILE LOAD TEST/INDICATOR PILES: THE CONTRACTOR SHALL PERFORM PILE DRIVING ANALYZER (PDA) LOAD TESTS/INDICATOR PILES AT THE FOUR CORNERS OF THE BRIDGE ABUTMENT AS DESCRIBED IN THE GEOTECHNICAL REPORT. USE A QUALIFIED PILE SPECIALTY CONSULTANT WITH AT LEAST 3 YEARS EXPERIENCE IN DYNAMIC LOAD TESTING AND ANALYSIS TO PERFORM THE DYNAMIC LOAD TEST, THE CASE PILE WAVE ANALYSIS (CAPWAP), AND THE WAVE EQUATION ANALYSIS INCLUDING THE INITIAL WAVE EQUATION ANALYSIS SPECIFIED IN SECTION 551.03 (b) OF THE FP-03. SUBMIT THE RESUME OF THE SPECIALTY CONSULTANT FOR APPROVAL AND SHALL BE UNDER THE DIRECT SUPERVISION OF THE GEOTECHNICAL ENGINEER. PDA/INDICATOR PILE TEST REPORTS SHALL BE IMMEDIATELY SUBMITTED TO THE CONTRACTING OFFICER. THE USE OF INDICATOR PILES AS SUPPORTING PILES SHALL BE AT THE DISCRETION AND APPROVAL OF THE GEOTECHNICAL ENGINEER WITH THE APPROVAL OF THE CONTRACTING OFFICER.
5. PILE LENGTHS SHOWN ARE FOR ESTIMATING PURPOSES ONLY. FINAL PILE LENGTHS FOR PAYMENT PURPOSES WILL BE DETERMINED BY RESULTS OF DYNAMIC TESTING (INDICATOR PILES).

Figure 3: Drawing S1 (Extract)

Korando suggest four options for the Designer of Record to consider in resolution of the test pile / overhead electrical cable conflict:

1. Allow test piles to be performed during separate phases of construction, allowing production piles to be cast and driven ahead of completing all test piles. Note test pile locations would remain the same.
2. Relocate overhead electrical cables prior to performing test piles via Korando's alternative electrical relocation concept, detailed in email: Bile & Pigua Bridge Replacement: Alternative Electrical Relocation Concept, Fri 3/4/2016 6:52 AM (attached). Note test pile locations would remain the same.
3. Nominate alternate test pile locations, so that all test piles can be performed within the first phase of the construction phasing plan.
4. Use an alternate method of verifying pile founding depths and abandon test piles.

Please advise the preferred (or other) resolution as soon as possible.

Thanks



Name: David McCallum
Date: 3/14/2016

From: Designer of Record
To: TG Engineers

RECOMMENDATION:

Name:
Date:

From: TG Engineers
To: Korando Corporation

REPLY:

Name:
Date:

The RFI system is intended to provide an efficient mechanism for responding to Contractor's request for information ONLY. This system DOES NOT authorize the contractor to proceed with work – to do so, the Contractor proceeds at his own risk. If the Contractor considers the RFI response a changed condition, written notice to the Contracting Officer is required within 20 calendar days.

DISTRIBUTION:

Jeff Miller

From: David McCallum
Sent: Friday, March 04, 2016 6:52 AM
To: 'Jeff Miller'; 'Lanning, Michael'; Crispin B. Bensen (crispin.bensen@dpw.guam.gov)
Cc: 'uscenv'; keith_farrell@indopacificgroup.com; 'Ruel Remetira'
Subject: Bile & Pigua Bridge Replacement: Alternative Electrical Relocation Concept
Attachments: New OH Electrical Scheme - Mountain Side.pdf

Gents

Further to yesterday's weekly project meeting, please find attached an alternative concept for relocation of the existing power poles and overhead cables.

Rather than traversing the roadway per the current plan, this concept essentially relocates the power poles as close as possible to the eastern ROW boundary (mountain side). Crane activities will still require GPA's attendance / line guards / de-energizing where crane lifts encroach the 20' safety clearance, but the obstruction and hazard created by the overhead cables is minimized, particularly when the cables are de-energized.

The concept will need GPA approval, and setback distances to the ROW boundary checked also. If DPW is interested in pursuing this option further, we will discuss in greater detail at the next weekly project meeting.

For your consideration and distribution.


Regards

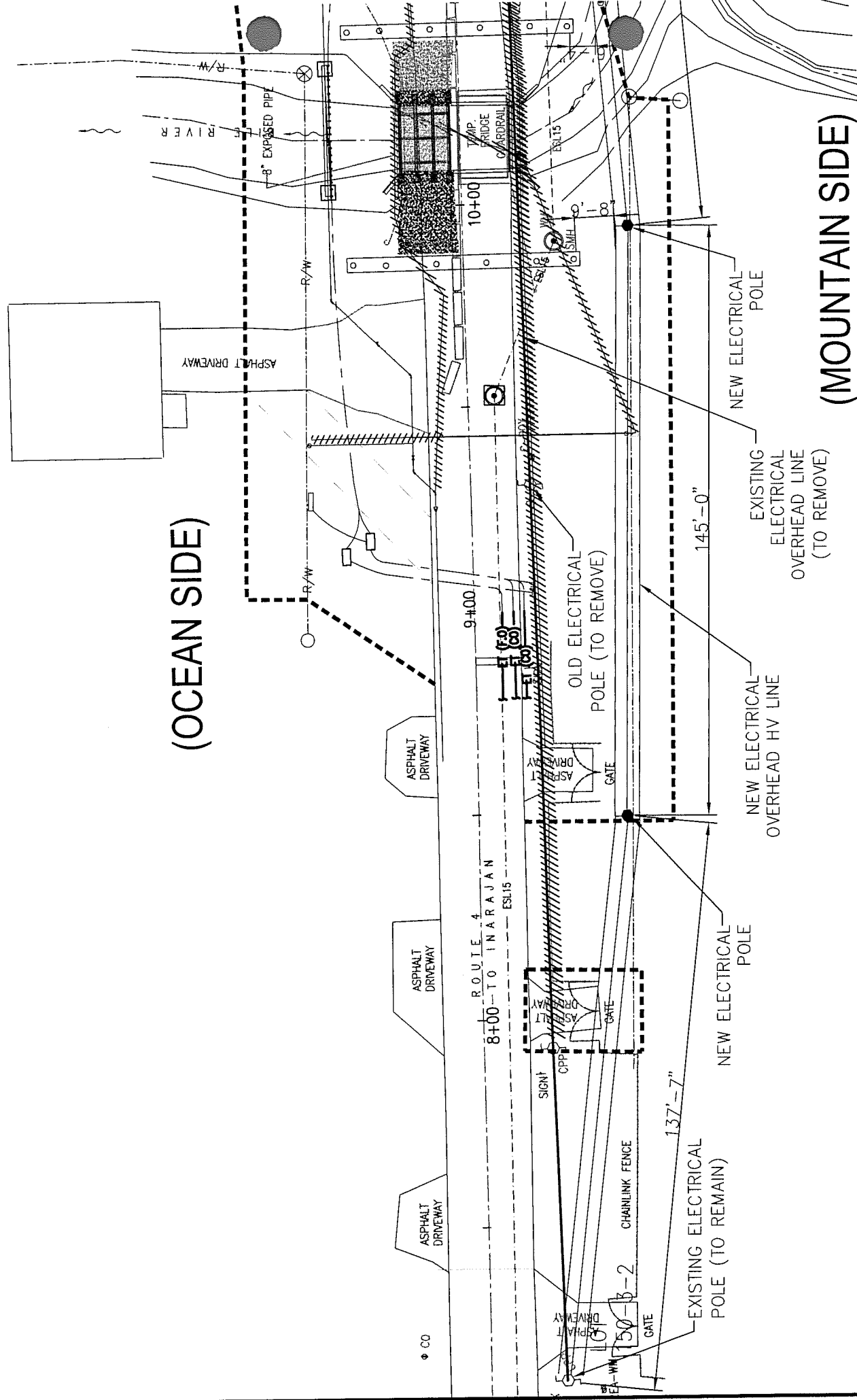
David McCallum | Civil Engineering Manager

SMITHBRIDGE GUAM INC.

300 Chalan Padiron Haya, Route 15, Yigo, GUAM 96929 | PO Box 11700, Yigo, GUAM 96929
T: +1 (671) 653 5036 | F: +1 (671) 653 5048 | M: +1 (671) 888 6188
david.mccallum@smithbridge.net | www.smithbridge.net



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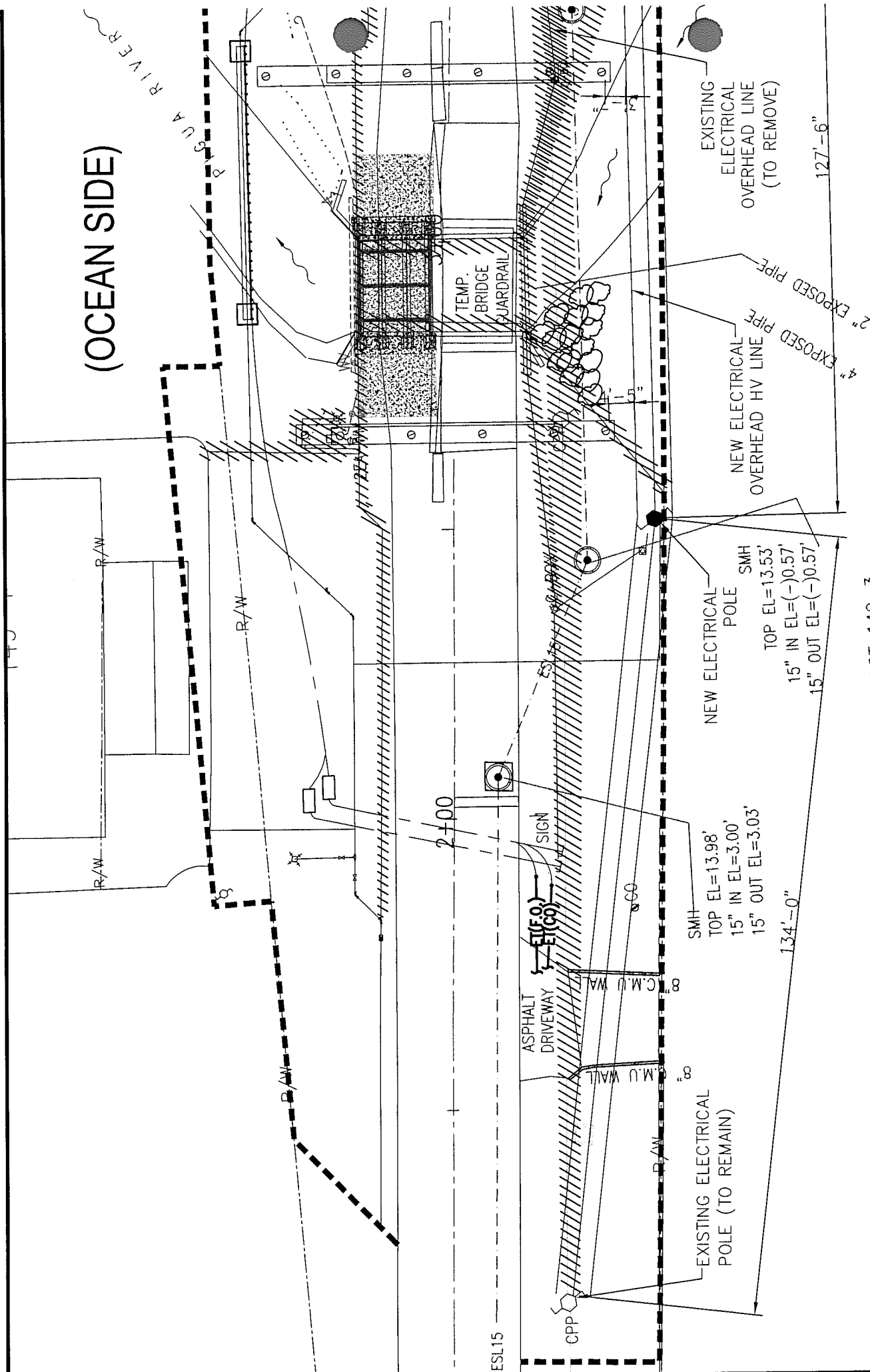


(OCEAN SIDE)

(MOUNTAIN SIDE)

(OCEAN SIDE)

(MOUNTAIN SIDE)



LOT 149-3

PCL XL error

Subsystem: GE_VECTOR

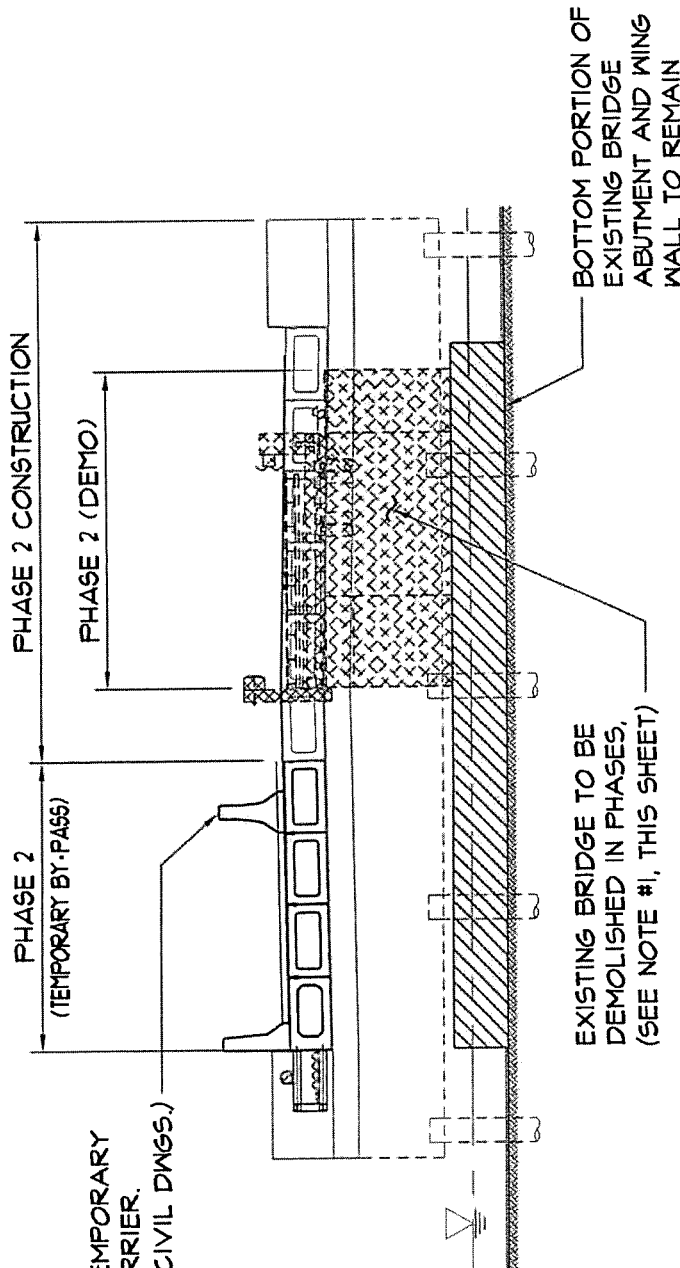
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Warning: IllegalMediaSize

BRIDGE DEMOLITION NOTE

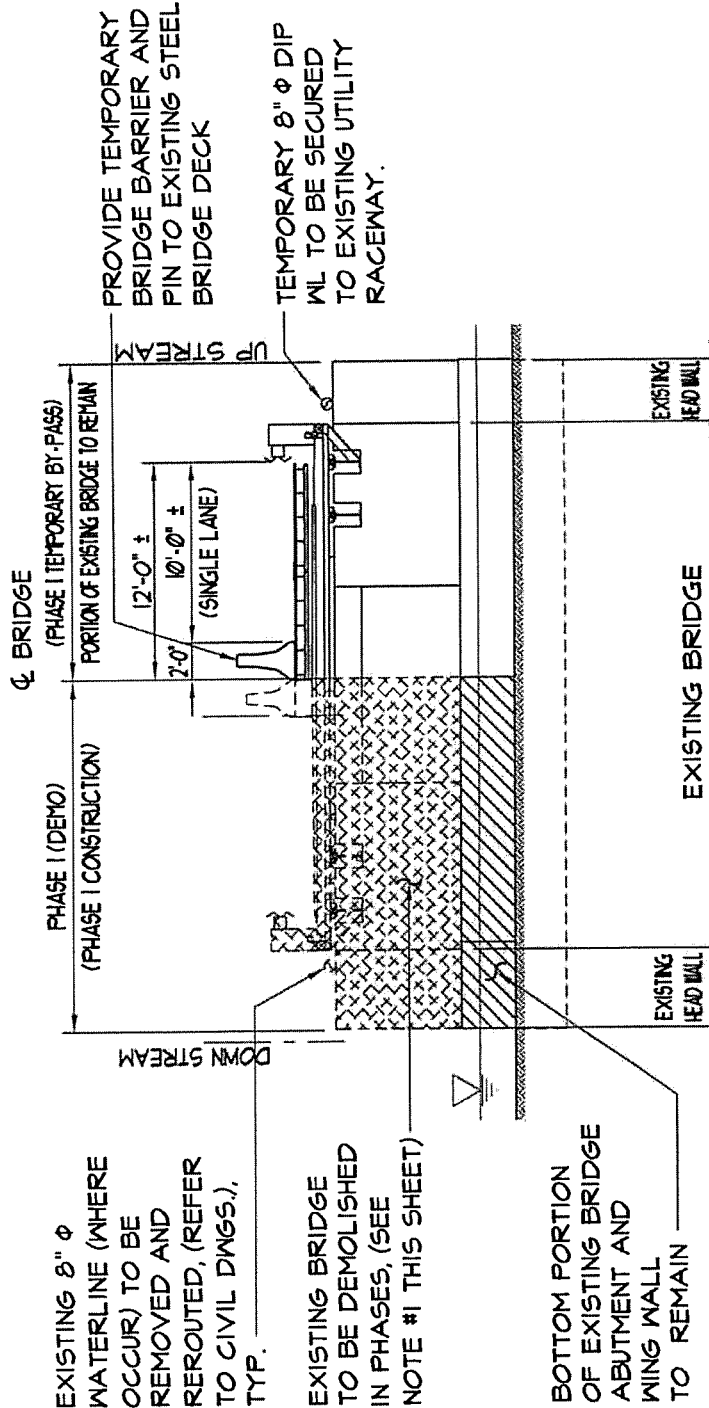
- I. DEMOLITION AND CONSTRUCTION PHASES:
 - A. PHASE 1:
 - a. TRAFFIC SHALL REMAIN ON EXISTING BRIDGE
 - b. PROVIDE TEMPORARY TRAFFIC BARRIER (REFER TO CIVIL DWGS.)
 - c. INSTALL TEMPORARY EARTH SHORING (NOTE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE EXISTING SHORING)
 - d. DEMOLISH THE DOWNSTREAM PORTION OF THE EXISTING BRIDGE
 - e. CONSTRUCT PHASE 1 NEW BRIDGE
 - B. PHASE 2:
 - a. PROVIDE TEMPORARY TRAFFIC BARRIER (REFER TO CIVIL DWGS.)
 - b. DEMOLISH REMAINING PORTION OF EXISTING BRIDGE AND WING WALLS TO REMAIN
 - c. CONSTRUCT PHASE 2 OF THE NEW BRIDGE

2. THE CONTRACTOR SHALL HAVE THE SEQUENCE SUBJECT TO THE REVIEW AT NO ADDITIONAL COST TO THE GOVERNMENT.
3. COST FOR THE TEMPORARY BRIDGE INCIDENTAL WORK TO THE BRIDGE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL EXERCISE CARE TO MAINTAIN THE STRUCTURAL INTEGRITY OF THE EXISTING BRIDGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE EXISTING BRIDGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE EXISTING BRIDGE.
5. THE CONTRACTOR SHALL ADHERE TO ALL APPLICABLE PERMITS AND AS NOTED IN THE SPECIFICATIONS.



2 PHASE 2 DEMO

SCALE: 3/32" = 1'-0"



PCL XL error

Subsystem: GE_VECTOR

Error: GEEmptyClipPath

Warning: IllegalMediaSize

GENERAL NOTES:

1. THE CONTRACTOR SHALL DETERMINE AND VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO START OF WORK. OBTAIN WORK CLEARANCES FROM USING AGENCIES PRIOR TO ANY EXCAVATION/TRENCHING WORK. DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE GOVERNMENT.
 2. DRAWINGS INDICATE GENERAL LAYOUT. THE EXACT LOCATION AND ARRANGEMENT OF UNDERGROUND AND OVERHEAD UTILITY LINES SHALL BE ESTABLISHED BY SHOP DRAWINGS PREPARED BY THE CONTRACTOR, ADJUSTMENTS TO SUIT FIELD CONDITIONS SHALL BE MADE WITHOUT ADDITIONAL COST TO THE GOVERNMENT. SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO CONSTRUCTION.
 3. LOCATIONS SHALL BE VERIFIED. DIMENSIONS SHALL BE FIELD MEASURED.
 4. WORK INCLUDES CONNECTION TO EXISTING ELECTRICAL SYSTEMS, DAMAGE TO EXISTING SYSTEMS SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE GOVERNMENT. ANY DAMAGE TO EXISTING COMMUNICATION LINES SHALL BE REPLACED OR REPAIRED AND WITH COMPLIANCE WITH REQUIREMENTS OF THE UTILITY COMPANY.
 5. MAINTAIN EXISTING SYSTEM IN SERVICE UNTIL THE NEW SYSTEM IS COMPLETED AND OPERATIONAL. SCHEDULE OF POWER OUTAGES SHALL BE COORDINATED WITH RESPECTIVE UTILITY COMPANY. 2 WEEKS ADVANCE, REQUEST IN WRITING IS REQUIRED.
 6. THE CONTRACTOR SHALL PROVIDE LABOR, MATERIALS, AND EQUIPMENT THAT ARE INCIDENTAL TO THE COMPLETION OF THE PROJECT. MATERIALS WHICH ARE NOT INCLUDED IN THE MATERIAL LIST BUT ARE ESSENTIAL TO THE COMPLETION OF THE PROJECT SHALL BE FURNISHED BY THE CONTRACTOR WITHOUT ADDITIONAL COST.
 7. OBTAINING CLEARANCES, PERMITS, BONDS, MEETING DPW REQUIREMENTS, ETC. ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN CLEARANCES FROM GUAM WATER WORKS, GUAM TELEPHONE AUTHORITY, MCV AND OTHER AGENCIES PRIOR TO EXCAVATION. ANY DAMAGE DONE DURING CONSTRUCTION SHALL BE REPAIRED AT NO ADDITIONAL COST.
 8. THE CONTRACTOR SHALL COORDINATE THE RELOCATION OF COMMUNICATION CABLES WITH THEIR RESPECTIVE OWNERS.
 9. THE CONTRACTOR SHALL COORDINATE POWER OUTAGE CLEARANCES WITH GPA TRANSMISSION AND DISTRIBUTION (T&D) SECTION. A WRITTEN REQUEST SHALL BE SUBMITTED AT LEAST TWO (2) WEEKS IN ADVANCE TO THE MANAGER OF T&D.
 10. THE CONTRACTOR SHALL RESTORE AREAS THAT WERE DAMAGED DUE TO REMOVAL OR INSTALLATION OF POWER UTILITIES TO THEIR ORIGINAL OR BETTER CONDITION.
 11. UNLESS OTHERWISE NOTED EXISTING MATERIALS TO BE REMOVED SHALL BE DISPOSED OF AT AREA DESIGNATED BY GPA PROJECT ENGINEER OR GPA INSPECTOR. POLE MOUNTED TRANSFORMERS, LIGHT FIXTURES, CONDUCTORS, POLES, AND POLE HARDWARES TO BE REMOVED SHALL BE DELIVERED TO GPA STORAGE FACILITIES AS DESIGNATED BY GPA PROJECT ENGINEER.
 12. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS/CATALOG DATA SHEETS FOR ALL MATERIALS TO GPA AND DPW FOR REVIEW AND APPROVAL.
 13. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION AND MATERIALS NEEDED FOR THE PROJECT. COORDINATE AND SCHEDULE REQUIRED INSPECTION AND WORK SUPERVISION BY GPA. CONTRACTOR TO PAY SERVICES RENDERED BY GPA.
 14. EXCAVATION DEEPER THAN 3'-0" AND 5' TO 10' FROM EXISTING POLE SHALL HAVE TRENCH SHORING. CONTRACTOR SHALL PROTECT AGAINST SOIL WASHOUT.
 15. EXISTING UNDERGROUND POWER CONDUITS SHALL BE ACCURATELY PLOTTED ON THE PLAN AND VERIFIED ON THE FIELD PRIOR TO EXCAVATION. CONTRACTOR SHALL SECURE WORK CLEARANCE WITH GPA PRIOR TO ANY EXCAVATION.
 16. ALL RELOCATION/INSTALLATION COST INCLUDING LABOR AND MATERIALS SHALL BE BORNE BY THE CONTRACTOR. SUBMIT APPLICATION TO GPA AND SUBMIT TO GPA APPROVED RELOCATION PLANS PRIOR TO INSPECTION (PERFORMED BY GPA). GPA APPROVED POLE RELOCATION PLAN MUST BE SUBMITTED PRIOR TO START OF CONSTRUCTION. ALL MATERIALS MUST BE REVIEWED AND APPROVED BY GPA.
17. SUBMIT GPA WORK CLEARANCE PRIOR TO START OF WORK.
 - (1) COORDINATE WITH GPA ENGINEERING 48 HOURS IN ADVANCE FOR INSPECTION OF MANHOLE, CONDUIT INSTALLATION.
 - (2) OWNER SHALL GRANT A UTILITY EASEMENT TO GPA FOR POWER LINE PRIOR TO FINAL CONNECTION.
 - (3) APPLICATION FOR POWER SERVICE MUST BE SUBMITTED IN ADVANCE BEFORE FINAL CONNECTION/ENERGIZATION TO ALLOW FOR DELIVERY OF GPA MATERIALS AND EQUIPMENT.
 - (4) GPA METER SHALL BE ACCESSIBLE 24 HOURS A DAY FOR MAINTENANCE AND METER READING.
 - (5) ALL ABOVE GROUND GPA CONDUITS SHALL BE RIGID ALUMINUM CONDUIT. ALL BELOW GRADE GPA CONDUIT SHALL BE CONCRETE ENCASED PVC SCHEDULE 40.
 - (6) ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST NATIONAL ELECTRICAL CODE. (NEC) AND NATIONAL ELECTRICAL SAFETY CODE. (NEESC).
 - (7) CONTRACTOR SHALL IDENTIFY THE REGISTERED LAND SURVEYOR (RLS) PROPERTY MARKERS/POINTS TO THE GPA INSPECTOR AT THE JOB SITE.
 - (8) PROVIDE 3 FEET MINIMUM CLEARANCE ALL AROUND HANDHOLES, TRANSFORMERS, AND METERING EQUIPMENT FROM FENCES, WALLS, AND STRUCTURES, ETC.
 - (9) CONTRACTOR SHALL OBTAIN A REGISTERED LAND SURVEYOR TO PROVIDE NEW POLE STAKEOUT AND DOWN-GUY LOCATIONS. COORDINATE WITH GPA ENGINEERING FOR SPECIFIC REQUIREMENTS.
 - (10) CONTRACTOR SHALL OBTAIN A REGISTERED LAND SURVEYOR TO PREPARE EASEMENT EXHIBITS FOR GPA POLES, HANDHOLES, TRANSFORMERS, OVERHEAD/UNDERGROUND POWER LINES AND OTHER ASSOCIATED POWER FACILITIES. COORDINATE WITH GPA ENGINEERING FOR SPECIFIC REQUIREMENTS.
 - (11) ALL SURVEY STAKEOUTS, MAPS, AND EASEMENT DOCUMENTS SHALL BE FIELD VERIFIED BY GPA.
 - (12) SHOULD ARCHAEOLOGICAL MONITORING AND MITIGATION BE REQUIRED BY THE DEPARTMENT OF PARKS AND RECREATION STATE HISTORIC PRESERVATION OFFICE (SHPO), THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING AN ARCHAEOLOGIST TO PERFORM MONITORING AND MITIGATION SERVICES SATISFACTORY TO SHPO. ALL COSTS FOR SUCH SERVICES SHALL BE THE RESPONSIBILITY OF THE OWNER.
 - (13) POLE(S) LOCATION SHOWN ON ELECTRICAL DRAWINGS ARE FOR GENERAL GUIDELINES ONLY. REFER TO CIVIL PLANS AND COORDINATE WITH THE CIVIL ENGINEER FOR EXACT LOCATION OF THE POLES.
 18. REQUEST OF TELEVISION CABLES RELOCATION SHALL BE SUBMITTED IN WRITING TO DOCOMO PACIFIC, FORMERLY MCV 2 WEEKS IN ADVANCE. RELOCATION COSTS SHALL BE BORNE BY THE UTILITY OWNER.

EXIS

E

AWG

C

CO

EOH

FCO

F.O.

GND

GPA

PCL XL error

Subsystem: GE_VECTOR

Error: GEEmptyClipPath Warning: IllegalMediaSize

REFERENCE LETTERS AND DOCUMENTS

1. DPW Letter Dated March 4, 2016: Existing Interim Bridges Capacity and Alleged Powerline Conflict
2. DPW Letter Dated January 31, 2017: Extension of Contract Time Request #01 Guam Power Authority (GPA) Overhead Electrical Line De-Energizing
3. Request for Information No. 18: Test Pile Locations
4. Korando Submittal: 636.030 15Kv Overhead Line Pole Relocation
5. Contract Plan Sheet, Drawing S5
6. Contract Plan Sheet, Drawing E-1.0