






## PROFESSIONAL FEES

## GPA-055-22

| Employee Type | Straipht Time | Overtime <br> Differential | Less than <br> $\mathbf{2 4}$ Hour Notice |
| :--- | :---: | :---: | :---: |
| ADMIN/ACCOUNTING/MECHANICAL |  |  |  |
| Technical Secretary | $\$ 55.00 / \mathrm{hr}$ | $\$ 27.50 / \mathrm{hr}$ | $\$ 27.50 / \mathrm{hr}$ |
| Admin Supervisor | $\$ 75.00 / \mathrm{hr}$ | $\$ 37.50 / \mathrm{hr}$ | $\$ 37.50 / \mathrm{hr}$ |
| Accounting Technician | $\$ 55.00 / \mathrm{hr}$ | $\$ 27.50 / \mathrm{hr}$ | $\$ 27.50 / \mathrm{hr}$ |
| Accounting Supervisor | $\$ 85.00 / \mathrm{hr}$ | $\$ 42.50 / \mathrm{hr}$ | $\$ 42.50 / \mathrm{hr}$ |
| Mechanic | $\$ 85.00 / \mathrm{hr}$ | $\$ 42.50 / \mathrm{hr}$ | $\$ 42.50 / \mathrm{hr}$ |
|  |  |  |  |
| ENVIRONMENTAL/HAZMAT |  |  |  |
| Environmental Consultant | $115.00 / \mathrm{hr}$ | $57.50 / \mathrm{hr}$ | $57.50 / \mathrm{hr}$ |
| Project Manager | $125.00 / \mathrm{hr}$ | $62.50 / \mathrm{hr}$ | $62.50 / \mathrm{hr}$ |
| Project Supervisor | $105.00 / \mathrm{hr}$ | $52.50 / \mathrm{hr}$ | $52.50 / \mathrm{hr}$ |
| Environmental Specialist | $95.00 / \mathrm{hr}$ | $47.50 / \mathrm{hr}$ | $47.50 / \mathrm{hr}$ |
| Environmental Technician | $95.00 / \mathrm{hr}$ | $47.50 / \mathrm{hr}$ | $47.50 / \mathrm{hr}$ |
| Senior Environmental Scientist | $135.00 / \mathrm{hr}$ | $67.50 / \mathrm{hr}$ | $67.50 / \mathrm{hr}$ |
| Principle | $195.00 / \mathrm{hr}$ | $97.50 / \mathrm{hr}$ | $97.50 / \mathrm{hr}$ |

## GENERAL EQUIPMENT RATES

| Vehicles | Quantity | Without Operator Unit Cost | With Operator Unit Cost |
| :---: | :---: | :---: | :---: |
| General Purpose Vehicle (Pickup,etc.) | $10+$ | \$20.00/hr | \$115.00/hr |
| Box Truck | 5 | \$45.00/hr | \$140.00/hr |
| 20ft Flatbed Truck w/lift gate | 2 | \$55.00/hr | \$150.00/hr |
| 15 ft Flatbed Truck w/lift gate | 1 | \$45.00/hr | \$140.00/hr |
| 10ft Flatbed Truck | 1 | \$25.00/hr | \$120.00/hr |
| Earth Moving Equipment |  |  |  |
| Excavator Doosan DX225LC | 1 | \$115.00/hr | \$210.00/hr |
| Excavator Cat 307C | 1 | \$85.00/hr | \$180.00/hr |
| Excavator Terex TC75 | 1 | \$75.00/hr | \$170.00/hr |
| Excavator Terex TC48 | 1 | \$45.00/hr | \$140.00/hr |
| Hyundai R35Z-9A Mini Excavator | 1 | \$45.00/hr | \$140.00/hr |
| Backhoe (Cat 416/420/430/NH) | 5 | \$45.00/hr | \$140.00/hr |
| Loader Cat 930G | 1 | \$75.00/hr | \$170.00/hr |

## GENERAL EOUIPMENT RATES

| Earth Moving Equipment (Cont) | Quantity | Without Operator Unit Cost | With Operator Unit Cost |
| :---: | :---: | :---: | :---: |
| Skid Steer Cat 2263B | 1 | \$45.00/hr | \$140.00/hr |
| 6cy Dump Truck | 1 | \$55.00/hr | \$150.00/hr |
| 12cy Dump Truck | 2 | \$65.00/hr | \$160.00/hr |
| Earth Moving Equipment Allachments |  |  |  |
| Auger Attachment (backhoe/skid steer) | 1 | \$20.00/hr |  |
| Auger 1ft/2ft Diameter | 4 | \$15.00/hr |  |
| Auger Extension | 2 | \$10.00/hr |  |
| Tamper Attachment/Backhoe | 1 | \$20.00/hr |  |
| Tamper Attachmen/Excavator | 1 | \$35.00/hr |  |
| Breaker Attachment/Backhoe | 2 | \$30.00/hr |  |
| Breaker Attachment/Excavator | 1 | \$45.00/hr |  |
| Vacuum Trucks |  |  |  |
| Vacuum Truck ( $2,000 \mathrm{gl}$ cap) | 5 | \$35.00/hr | \$130.00/hr |
| Vacuum Truck ( $2,500 \mathrm{gl}$ cap) | 2 | \$45.00/hr | \$140.00/hr |
| Vacuum Truck ( $3,000 \mathrm{gl}$ cap) | 2 | \$45.00/hr | \$140.00/hr |
| Vaccum Truck ( $4,000 \mathrm{gl}$ cap) | 1 | \$55.00/hr | \$150.00/hr |
| Hydro-Excavator (solid/liquid vac) | 1 | \$155.00/hr | \$250.00/hr |
| Tractor/Trailers |  |  |  |
| Semi-Tractor | 5 | \$45.00/hr | \$140.00/hr |
| 9,000 Gallon Tanker Trailer | 5 | \$55.00/hr |  |
| 6,000 Gallon IMO Type 1 Tank | 40 | \$150.00/Day |  |
| 20 foot chassis | 24 | \$100.00/Day |  |
| Vehicle Trailer (2.5 ton cap) | 1 | \$15.00/hr |  |
| Vehicle Trailer (10 ton cap) | 2 | \$35.00/hr |  |
| Vehicle Trailer (20 ton cap-goose neck) | 1 | \$55.00/hr |  |
| 40 Foot High Boy Flatbed Trailer | 2 | \$35.00/hr |  |
| 40 Foot Step Deck Flatbed Trailer | 1 | \$35.00/hr |  |
| Forklifts |  |  |  |
| 2.5 Ton Forklift | 5 | 25.00/hr |  |
| 2.5 Ton Telehandler All-Terrain Forklift | 1 | 45.00/hr |  |
| 5.0 Ton Forklift | 1 | 45.00/hr |  |

## GENERAL EOUIPMENT RATES

| Portable Light Sets Quantity | Without Operator Unit Cost | With Operator Unit Cost |
| :---: | :---: | :---: |
| Mobile Light Towers 4-1000Watt 8 | 25.00/hr |  |
| Generators |  |  |
| Gas Powered Weed Eater | 10.00/hr |  |
| 80,000 Watt Electric Generator | 60.00/hr |  |
| 10,000 Watt Electric Generator | 25.00/hr |  |
| 5,000 Watt or less Electric Generator | 15.00/hr |  |
| Air Compressors |  |  |
| 185CFM Compressor | 25.00/hr |  |
| Electric 110 PSI 4 | 15.00/hr |  |
| Respiratory Protection | Quantity | Unit Cost |
| Respirator (full or half face) | 15 | 5.00/hr |
| Cartridges |  | 55.00/set |
| Self-Contained Breathing Apparatus | 6 | 50.00/hr |
| Recharge Air Bottles | 12 | 20.00/btle |
| Airline Respirator \& Compressed Air Bottles | 1 | 55.00/hr |
| Escape Air Assembly | 4 | 25.00/hr |
| Additional Respirator | 4 | 15.00/hr |
| Recharge Air Bottles | 10 | 50.00/btle |
| Airline Hoses ( $100 \mathrm{ft} \mathrm{)}$ | 20 | 10.00/hr |
| Airline Compressor (4 Man) | 1 | 100.00/hr |
| Airline Compressor (8 Man) | 1 | 175.00/hr |
| Spill Response |  |  |
| Spill Response Boat (39 feet) | 1 | 450.00/hr |
| Spill Response Boat (28 feet) | 1 | 250.00/hr |
| Spill Response Boat (18 feet) | 2 | 125.00/hr |
| Containment Boom 18 inch $\times 100 \mathrm{ft}$ | 14 | 100.00/day |
| Containment Boom 24 inch $\times 100 \mathrm{ft}$ | 6 | 150.00/day |
| Floating Oil Skimmer | 1 | $150.00 / \mathrm{hr}$ |
| Sampling Equipment |  |  |
| Soil Auger System Hand | 1 | 10.00/hr |
| Soil Auger System Electric | 1 | 35.00/hr |
| $\mathrm{PH} /$ Conductivity Meter | 2 | $15.00 / \mathrm{hr}$ |
| Turbidity Meter | 1 | 25.00/hr |
| Dissolved Oxygen Meter | 1 | 15.00/hr |
| Photoionization Detection Device (PID) | 3 | 25.00/hr |
| 4 Gas Confined Space Meter with PID | 4 | 45.00/hr |

## GENERAL EQUIPMENT RATES

| Sampling Equipment | Quantity | Unit Cost |
| :---: | :---: | :---: |
| Mini-Ram Particle Air Sampler | 1 | 25.00/hr |
| Radiation Monitor | 2 | 25.00/hr |
| Electric Water Level Indicator | 2 | 5.00/hr |
| Personal Air Sampling Pump | 4 | 10.00/hr |
| Cassette w/Filter | 50 | 5.00/cassette |
| High Volume Area Sampling Pump | 2 | 10.00/hr |
| Cassette w/Filter | 50 | 5.00/cassette |
| BK Well Pump | 2 | 10.00/hr |
| Pumps |  |  |
| Gas Powered Trash Pump 2" | 1 | 25.00/hr |
| Air Powered Diaphragm I" | 1 | 15.00/hr |
| Air Powered Diaphragm 2" | 8 | 15.00/hr |
| Air Powered Diaphragm 3" | 3 | 25.00/hr |
| Electric Pump 1" | 2 | 10.00/hr |
| Confined Space | Quantity | Unit Cost |
| Confined Space Recovery System | 5 | 25.00/hr |
| Explosion Proof Lighting | 2 | 10.00/hr |
| Fall Harnesses \& Lanyard | 12 | 2.00/hr |
| Horn Blower (pneumatic driven) | 2 | 10.00/hr |
| Coppus Blower 2 Foot (pneumatic driven) | 2 | 25.00/hr |
| Blower (electric-explosion proof) | 4 | 25.00/hr |
| Blower Hose | 20 | 10.00/hr |
| Portable Storage Tanks |  |  |
| 31,700 gallon field tank | 2 | \$500/Day |
| Setup/Takedown | 1 | \$1,950/each |
| Tank-550 gallon tote | 8 | 20.00/hr |
| 21,000 Gallon Frac Tank | 5 |  |
| Delivery/Pickup | ea | \$750 each |
| Rental | ea | \$500day |
| Decontamination | ea | time/materials |
| Frac Tank Secondary Containment | 2 |  |
| Delivery/Setup/Pickup | ea | \$750 |
| Rental | ea | \$ 50 day |
| Industrial Cleaning |  |  |
| Steam Cleaner | 1 | \$35.00/hr |
| Gas Powered 3000+ PSI Water Washer | 4 | \$25.00/hr |
| 30 Gal HEPA Vacuum | 2 | \$15.00/hr |
| Negative Air/HEPA | 2 | \$25.00/hr |

## GENERAL EQUIPMENT RATES



## VENDORS AND TRAVEL

| Material Purchases, Equipment Rentals, Freight | Cost plus 15\% |
| :--- | :--- |
| Subcontractors | Cost plus 15\% |
| Travel: Airfare, Vehicle, Hotel, Etc. | Cost plus 15\% |
| Perdiem | Federal Rate |

## WASTE DISPOSAL

Waste disposal pricing is not included in this cost sheet as waste disposal rates have multiple variables which effect pricing. Variables include: volume of waste for disposal; type of waste for disposal; laboratory results of waste for disposal; regulatory status according to RCRA/TSCA/CERCLA; availability of on-island disposal options and costs; availability of off-island disposal options and costs (as of the date of this submittal, many hazardous wastes are not acceptable for ocean shipment including any hazardous liquid). Unitek will provide a separate cost to GPA for waste disposal, if possible, following generation and characterization.

## VEG

MATERIAL COSTS



ISSUING OFFICE:
Guam Power Authority
1s. Floor, Room 101
Procurement Management Materials Supply Gloria B. Nelson Public Service Building 688 Route 15, Mangilao, Guam 96913
Leekelequecs lor
JOHNM. BENAVENTE, P.E. DATE
. General Manager


NON-MANDATORY PRE-BID CONFERENCE: 9:30A.M. Thursday, August 18, 2022
Meeting place at our GPA/GWA Room 101, Procurement Office, 1st, Floor, Gloria 8 Neison Public Service Building, 688 Route 15, Fadian Mangilao.


This bid shall be submitted in the lorm of. one (1) original and six (6) bound copies of their Technical Proposal One (1) electronic copy in CD. DVD, andlor USB Flash Drive. The BIDDERs Price Proposal shall be submitted in a "SEPARATE SEALED' envelope and consist of one printed copy one electronic (CD) copy including all addenda no latar than (TIme) 2:00 P.M. (Guam CHamoru Standard The; ChST), Date: September 08, 2022 and shall be publicly opened. Bid submitted after the bime and date specified above shall be rejecled See attached General Terms and Condilions and Sealed Bid Soliciation for delails.

The undersigned olfers and agrees to furnish within the time specified the articles and services at the price stated opposite the respective iterns isted on the schedule provided, unless ptherwise specified by the bidder in consideration to the expense of the Government in opening tabulating, and evalualing this and olher bids, and other considerations, the undersigned agrees that this bid remain firm and irevecable not less. than ${ }^{\text {gix }}(6)$ months after the Price Proposal Opening Date.


# INVITATION FOR MULTI-STEP BID 

IFB NO. GPA-55-22

## ENVIRONMENTAL EMERGENCY RESPONSE SERVICES

VOLUME II

CONTRACT

## CONTRACT FOR TECHNICAL \& PROFESSIONAL SERVICES

This CONTRACT is made and entered into on the day of March 2023, by Unite Environmental Guam, hereinafter called the CONTRACTOR, and the Guam Power Authority, hereinafter called GPA.

GPA engages the CONTRACTOR to provide emergency response services and or follow up remediation for environmental emergencies.

## RECITALS

WHEREAS, the Guam Power Authority (GPA) is required to comply with applicable local, federal, and permitting requirements; and

WHEREAS, the Guam Power Authority has prepared a scope of work and request for proposal to accomplish this; and

NOW, THEREFORE, the Guam Power Authority and the CONTRACTOR for the considerations set forth, agree as follows:

## SECTION I - SERVICES OF THE CONTRACTOR

The CONTRACTOR shall provide the following services in accordance with the degree of care and skill that a registered professional in Guam would exercise under similar conditions:
A. GPA and the CONTRACTOR have entered into a task-based contract wherein, GPA will call upon a task and negotiate price, scope and schedule with the CONTRACTOR. The CONTRACTOR shall provide services as described in the task list provided in the Scope. This list is not all inclusive; GPA can negotiate tasks that are similar in scope.
B. The CONTRACTOR has assigned $\qquad$ as the Project Manager for this CONTRACT. Prior written approval is required in the event the CONTRACTOR needs to change the Project Manager. The CONTRACTOR shall submit the qualifications of the proposed substituted personnel to GPA for approval.
C. The CONTRACTOR shall submit all final documents in both hard copy and electronic format. All documents shall be Microsoft Office 2010 compatible. The software version used shall be compatible to current GPA standards.

## SECTION II - PERIOD OF SERVICE

GPA and the CONTRACTOR have agreed that this CONTRACT will be effective March 2023 for a base contract period of One (1) year with Two (2) year extension options, renewable annually upon mutual agreement of both parties.

## SECTION III -CONTRACTOR'S COMPENSATION

The CONTRACTOR shall be paid based on tasks completed. Such payments shall be made as specified in SECTION VI.

## SECTION IV - CONSULTANTS STATUS

The CONTRACTOR agrees that there shall be no employee benefits occurring from this CONTRACT, such as:
A. Insurance coverage provided by GPA;
B. Participation in the Government of Guam retirement system;
C. Accumulation of vacation or sick leave;
D. There shall be no withholding of taxes by GPA;
$E$. That it is expressly understood and agreed that, in the performance of services under this CONTRACT, the CONTRACTOR and its employees shall at all times act as independent contractors with respect to GPA, and not as an employee or agent of GPA. Further, it is expressly understood and agreed by the parties that nothing contained in this CONTRACT shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship and shall remain that of independent parties to a contractual relationship set forth in this CONTRACT.

## Responsibility of CONTRACTOR

CONTRACTOR shall perform the services utilizing is in accordance with local and federal environmental compliance standards. GPA's review, approval, acceptance of, and payment of fees for services required under this agreement shall not be construed to operate as a waiver of any rights under this agreement and the CONTRACTOR shall be and remain liable to GPA for all costs of any kind which may be incurred by GPA as a result of CONTRACTOR'S negligent performance of any of the services performed under this agreement. CONTRACTOR makes no other guarantees or warranties unless specifically identified herein, all warranties, expressed or implied or otherwise waived. The rights and remedies of GPA provided for under this contract are in addition to any other rights and remedies provided by law. If the CONTRACTOR is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

## SECTION V - GUAM POWER AUTHORITY'S RESPONSIBILITIES

A. GPA shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by GPA on any aspect of the work shall be directed to the project manager.

B. GPA shall review submittal by the CONTRACTOR and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the CONTRACTOR'S work. GPA will keep the CONTRACTOR advised conceming the progress of GPA's review of the work. The CONTRACTOR agrees that GPA's inspection, review, acceptance or approval of CONTRACTOR'S work shall not relieve CONTRACTOR'S responsibility for errors or omissions of the CONTRACTOR or its sub-CONTRACTOR(s). 1
C. Unless included in the CONTRACTOR'S Services as identified in Section I, GPA shall furnish the CONTRACTOR gratis available GPA data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

## SECTION VI -INVOICING AND PAYMENT TERMS \& CONDITIONS

All invoices shall include supporting documents (ie. timesheets, shipping invoices, consumable listings). All supporting documents must be reviewed and approved by the GPA Project Manager prior to invoice submittal for charges. All invoices will be paid net 30 days from date invoice is received at the GPA Accounting Department. Payment shall be made using a method mutually agreed upon by GPA and the CONTRACTOR.

## SECTION VII -TERMINATION

The Procurement Officer may, when the interest of GPA or the Territory so require, terminate this contract in whole or in part, for the Convenience of the Territory. The Procurement Officer shall give written notice of the termination to the CONTRACTOR specifying the part of the contract terminated and when termination becomes effective. [GSA Procurement Regulations 6-101.10.]

Immediately after receiving such notice, the CONTRACTOR shall discontinue advancing the services under this CONTRACT and proceed to close said operations under this CONTRACT. The CONTRACTOR shall appraise the services it has completed and submit an appraisal to GPA for evaluation. GPA shall have the right to inspect the CONTRACTOR'S work to appraise the services completed.

CONTRACTOR shall deliver to GPA all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONTRACTOR under the CONTRACT, entirely or partially completed, together with all unused materials supplied by GPA.

In the event of such termination or abandonment, the CONTRACTOR shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred.

If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CONTRACTOR based upon the scope of work set forth in Exhibit A, and shall be agreed upon mutually by the CONTRACTOR and GPA. However, in no event shall the fee exceed that set forth in Section III.

GPA shall make final payment within thirty (30) days after the CONTRACTOR has delivered the last of the partially completed items and the final fee has been agreed upon.


In the event this CONTRACT is terminated, GPA shall have the option of completing the work, or entering into a contract with another party for the completion of the work according to the provisions and agreements herein.

## SECTION VIII -CHANGES

GPA may at any time, by written order, make any changes or deletions in the services to be performed hereunder. If such changes or deletions cause an increase or decrease in the costs of doing work under this CONTRACT, or in the time required for this performance, an equitable adjustment shall be made as agreed to by the parties and the CONTRACT shall be modified in writing accordingly.

SECTION IX - ASSIGNMENT OF AGREEMENT
Contractor may not assign this Agreement, or any sum becoming due to under the provisions of this Agreement, without the prior written consent of GPA.

## SECTION X - FORCE MAJEURE

Neither party shall be liable for any delay in meeting or failure to meet its obligations under this Agreement due to a force majeure.

## SECTION XI-TAXES

OFFEROR shall be liable for Guam Gross Receipt Taxes and all other applicable taxes and duties. Guam Power Authority shall have no tax liability under this order. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

GPA is a government agency exempted from ALL government taxes as stipulated in the Guam Code Annotated.

## SECTION XII - NOTICES

Any notice, demand or other document required or permitted to be delivered hereunder shall be in writing and may be delivered personally (not to include facsimile transmission) or shall be deemed to be delivered when received postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at their respective address as specified herein:

| TO: | Name and Address |
| :--- | :--- |
| COPY: | If applicable, Name and address |
| FAX: | Fax number |

FAX: Fax number
TO: Guam Power Authority
P.O. Box 2977


Hagatna, Guam 96932-2977
ATTN: General Manager
FAX: (671)648-3165

## SECTION XIII - GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam.

## SECTION XIV - SUPPLEMENTAL CONTRACT PROVISIONS

The supplemental contract provisions to this CONTRACT are attached hereto and incorporated herein by reference as if fully set forth.

## SECTION XV - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold GPA hammess from any claim, liability or product liability, loss, damage, demand, cause of action or suit, expense or reasonable fee of legal counsel arising out of or in connection with the goods or services the CONSULTANT provides.

## SECTION XVI - DISPUTES

All controversies between GPA and the CONTRACTOR which arise under, or are by virtue of this CONTRACT and which are not resolved by mutual agreement shall be resolved under Guam Procurement Law and the Government Claims Act, and pursuant to the laws of Guam.

## SECTION XVII - RELEASE OF INFORMATION

The CONTRACTOR shall not release any information, including the contract price, concerning this project or any part thereof in any form, including advertising, news releases, or professional articles, without written permission from GPA.

## SECTION XVIII - INSURANCE

The CONTRACTOR shall not commence work under this CONTRACT until he has obtained reasonable insurance for Auto Liability and Worker's Compensation and Employer's Liability up to the statutory limits. The CONTRACTOR shall maintain all insurance required during the course of the work.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this day - The CONTRACTOR warrants that the person who is signing this CONTRACT on behalf of the CONTRACTOR is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

B. Limtiaco
for JOHN M. BENAVENTE, P.E.
GENERAL MANAGER
GUAM POWER AUTHORITY

APPROVED AS TO FORM:

D Graham Botha
D. © ARAHAM BOTHA, ESQ.

STAFF ATTORNEY
GUAM POWER AUTHORITY

2/20/23
DATE

