

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**UPPER FAGA'ALU RESERVOIR & TRAIL REHABILITATION PROJECT**

**April 26, 2018**

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**RFP NO. ASPA18.041.ESD-WTR**

**APPROVED FOR ISSUANCE BY:**

**UTU ABE MALAE**  
**EXECUTIVE DIRECTOR**

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**NOTICE TO OFFERORS**

**REQUEST FOR PROPOSAL**

**ISSUANCE DATE:** April 26, 2018  
**RFP No.:** ASPA18.041.ESD-WTR  
**PROJECT:** Upper Faga'alu Reservoir Rehabilitation Project  
**CLOSING DATE/TIME:** May 28, 2018 @ 2:00 p.m. American Samoa time

The American Samoa Power Authority (ASPA) invites you to submit a proposal to provide construction services for the “Upper Faga'alu Reservoir Rehabilitation Project”. The selected Offeror must provide a proposal that specifically and completely addresses a plan for the completion of the tasks which are detailed in the Request for Proposal (RFP) Packet Attachment B, The Scope of Work (SOW) and Attachment H-Technical Specifications.

A complete RFP package may be picked up from the ASPA Procurement Office located at the Tafuna ASPA compound. You may also view this RFP online at ASPA’s website, [www.aspower.com](http://www.aspower.com). For more information about this RFP, please contact the following person(s):

Ioana S. Uli  
Procurement Manager  
Procurement Office  
PH: 684-248-1234  
[bid@aspower.com](mailto:bid@aspower.com)

The American Samoa Power Authority reserves the right to:

1. Reject all proposals and reissue a new or amended RFP;
2. Request additional information from any Offeror
3. Select a firm for award based on other qualifications than “least cost” (e.g. capability to complete work in a timely fashion or proven technical capabilities);
4. Negotiate a contract with the Offeror that is selected for award;
5. Waive any non-material violations of rules set up in this RFP at its sole discretion.

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Utu Abe Malae, Executive Director

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Date

## PROPOSAL INVITATION

IOANA S. ULI, PROCUREMENT MANAGER  
AMERICAN SAMOA POWER AUTHORITY  
Procurement Office  
P.O. BOX PPB  
PAGO PAGO, AS 96799  
(684) 248-1234  
[bid@aspower.com](mailto:bid@aspower.com)

**DATED ISSUED:** April 26, 2018

**PROPOSAL INVITATION NO:** RFP No. ASPA18.041.ESD-WTR

### INSTRUCTIONS:

- 1) This REQUEST FOR PROPOSAL shall require a **Cost Proposal** to be submitted in a separate sealed envelope, box, or other enclosure
- 2) All required submittals, including the Cost Proposal, must be addressed to the ASPA Procurement Manager at the above-listed address.
- 3) An original and one (1) PDF of the complete proposal must be received at the ASPA Procurement Office no later than **May 28, 2018, @ 2:00 pm American Samoa Time.**
- 4) The envelope or box must be labeled **“RFP No. ASPA18.041.ESD-WTR Upper Faga'alu Reservoir Rehabilitation Project.”**
- 5) **Late submittals will not be opened or considered and will be determined as non-responsive.**
- 6) A **Pre-proposal meeting** will be held at the Materials Management Conference Room on **Thursday, May 3, 2018 at 10:00 a.m.**
- 7) Any and all **pre-proposal questions** and/or clarifications shall be submitted to Ioana Uli by email at [bid@aspower.com](mailto:bid@aspower.com) or by hard copy no later than **Friday, May 11, 2018 before 4:00 p.m.**
- 8) ASPA shall issue addenda to address questions and/or clarifications as necessary on **Friday, May 18, 2018.**

### NOTE TO OFFERORS:

This proposal is subject to the attached General Terms and Conditions of **“RFP No. ASPA18.041.ESD-WTR Upper Faga'alu Reservoir Rehabilitation Project”**.

The undersigned Offeror agrees to furnish within the time specified, the articles and services at the price stated opposite the respective terms listed on the schedule of the cost proposal. In consideration of the expense to the American Samoa Power Authority in opening, tabulating, and evaluating this and other proposals, and other considerations such as the schedule, the undersigned agrees that this proposal shall remain firm and irrevocable within **Sixty (60)** calendar days from the closing date to supply any or all of the items for which prices are quoted.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**AMERICAN SAMOA POWER AUTHORITY**  
**SPECIAL REMINDER TO PROSPECTIVE OFFERORS**

OFFERORS are reminded to read the Proposal Invitation Instructions and General Terms and Conditions attached to the RFP and to verify that each submittal requirement (see boxes to be checked below) of the RFP is enclosed in the submittal envelope prior to the date and time of proposal opening.

**[X] 1. PROPOSAL FORMS**

- a. Proposal Invitation Form (Page 4)
- b. Proposal Transmittal Form (Attachment A)
- c. OFFERORS Qualification Sheet (Attachment C)
- d. Disclosure Statement (Attachment D)
- e. Non-Collusion Statement (Attachment E)
- f. Proposal Bond Security Instructions (Attachment F)

**[X] 2. BOND FORMS**

- a. Proposal Bond Security Instructions (Attachment F)
- b. Proposal Bond Form (Attachment G) or cashier's check for 10% of the total offer amount
  - i. All Proposal Bonds must be in the form included in the Contract Documents. The Proposal Bond and all other surety bonds required by ASPA, to be valid, must be accompanied by:
    - a) Current certificate of Authority issued by the insurance commissioner of the State where the surety has its primary place of business together with evidence acceptable to ASPA that applicable bonds will be valid in American Samoa.
    - b) Power of Attorney issued by the Surety to the Resident-General Agent.
    - c) Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

**NOTICE TO ALL INSURANCE AND BONDING INSTITUTIONS:**

All bonds must be accompanied by or include, as applicable, the signatures of the Offeror, two (2) Major Officers of the Surety and the Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to the **American Samoa Power Authority**, it should be accompanied with copies of the following:

- A. Current Certificate of Authority to do business in American Samoa issued by the Department of Treasury-Revenue and Taxation.
- B. Power of Attorney issued by the Surety to the Resident-General Agent.
- C. Power of Attorney issued by two (2) Major Officers of the Surety to whoever is signing on their behalf.

The Proposal Bond must be effective no later than the offer opening date.

**[X] 3. BUSINESS LICENSE**

Per **Section XV** of this document, the Offeror shall submit a current American Samoa business license or must be able to obtain an American Samoa business license prior to the execution of a contract under this RFP.

**[X] 4. TECHNICAL PROPOSAL**

The Technical Proposal shall follow the Scope of Work as outlined in Attachment B of this document.

**[X] 5. CONTRACT COST PROPOSAL**

The Offeror shall submit a separately sealed cost proposal for the proposal.

**[X] 6. SPECIAL REMINDER FORM**

This form must be completed and submitted.

**All required forms must be signed and returned with the proposal envelope. Failure to comply with these requirements may result in disqualification or rejection of the proposal.**

I, \_\_\_\_\_ the duly authorized representative

of \_\_\_\_\_, acknowledge receipt of this special reminder  
to prospective offerors together with **“RFP No. ASPA18.041.ESD-WTR Upper Faga'alu Reservoir  
Rehabilitation Project”** as of this date, \_\_\_\_\_ 2018.

\_\_\_\_\_  
Signature of Offeror's Representative

## **SIGNIFICANT DATES**

The following are significant anticipated Scheduling and Contract Dates for this RFP:

<u>April 26, 2018</u>	Proposal advertisement
<u>May 3, 2018</u>	Pre-Proposal Meeting and Site Visit
<u>May 11, 2018</u>	Deadline for submitting questions and or clarifications
<u>May 18, 2018</u>	Issue addenda to address questions and or clarifications as necessary.
<u>May 28, 2018</u>	Proposal submittal closing date (2:00 pm American Samoa Time)

**DATES ARE SUBJECT TO CHANGE AT ASPA'S DISCRETION**

# AMERICAN SAMOA POWER AUTHORITY

## GENERAL TERMS AND CONDITIONS

### FOR

## UPPER FAGA'ALU RESERVOIR REHABILITATION PROJECT

### I. INTRODUCTION

- A. The American Samoa Power Authority (ASPA) issues this Request for Proposals for the construction of the **Upper Faga'alu Reservoir Rehabilitation Project**.

### II. PROJECT BACKGROUND INFORMATION

#### BACKGROUND:

The Upper Faga'alu Reservoir is located approximately 3 miles southwest of the Village of Fagatogo, about 800 ft amsl, just beneath the north side of Mt. Matafao Peak. The reservoir is accessible through a three-mile trail. Water from the reservoir is conveyed through a series of 12 ", 8 "and 6" pipes approximately three miles long. The 2009 earthquake and heavy rainfall over the past years caused rock and mudslides to be deposited into the reservoir (approximate volume, 500 cu. yds.), washed out concrete pipe supports, and broke away one of the 12" drain valves. Earth piles as a result of landslides and trees block the access trail in some areas. Pictures of the sites and location plan are attached for reference. The latest TC Gita may have done more damages of which the extent is yet to be determined.

#### JOB DESCRIPTION:

- A. The project involves the supply of all other materials not provided by ASPA, labor, tools, equipment, transportation, supplies and incidentals necessary for;
1. Removal of approximately 500cyds of mud/debris/rocks from inside the reservoir that is clogging the drain and outflow pipes and make sure pipes are clear for the delivery of water to the Fagatogo Plant. This involves de-watering of dam prior to removal of dirt using pumps or other means. The contractor shall propose their methodology for ASPA's approval.
  2. Installation of a new 12" gate valve, supplied by ASPA, with all necessary fittings to replace broken valve for the drain and ensure the drains are operational. This includes placement of concrete anchor/thrust blocks. It is the contractor's responsibility to pick up valve and fittings from ASPA compound and deliver to site. The contractor shall propose their methodology for ASPA's approval.
  3. Designing, furnishing and installing supports for the 40' section of suspended PVC pipes. ASPA will review and approve design prior to the start of work.
  4. Remove/clear dirt piles/trees, and repair access road/trail to the reservoir, to ensure safety.
- B. The intent of this RFP is to have an agreement based on the successful completion of the **SOW (Attachment B)**, as fully detailed in the **Technical Specifications (Attachment H)**.
- C. Offerors must provide a technical proposal that specifically and completely addresses work as specified in the SOW and Technical Specifications.

### III. AUTHORITY



- A. ASPA was formally established through legislative action by the American Samoa Government (ASG) in 1981.
- B. ASPA generates and distributes electrical power and provides water, wastewater, and solid waste services for the islands of American Samoa:
  - 1. As a separate and semi-autonomous authority, ASPA was established to afford better accountability for the utilities' operations and cost of service.
  - 2. ASPA is governed by a five-member Board of Directors which are appointed by the Governor of American Samoa and confirmed by the legislature.
  - 3. ASPA's utility rates are developed and promulgated in accordance with ASG Administrative Procedures Act (ASCA § 4.1001 et. seq.) and specific guidelines within the Public Utility Regulatory Policies Act ("PURPA") for electricity.

#### **IV. DATE/TIME/PLACE OF PROPOSAL SUBMITTAL AND PROPOSAL OPENING**

- A. Each Offeror must submit its proposal in a sealed envelope addressed to:  
Ioana S. Uli  
ASPA Procurement Manager  
P.O. Box PPB  
Pago Pago, AS 96799
- B. An original, five (5) copies and electronic copy of the proposal must be received in the Office of Procurement on or before **May 28, 2018, at 2:00 p.m. American Samoa time.**
- C. Late submittals will not be opened or considered and will be determined as non-responsive.
- D. All Offerors shall provide sufficient written and verifiable information that responds to the requirements of the RFP and in accordance with the SOW.

#### **V. PRE-PROPOSAL MEETING/SITE VISIT AND QUESTIONS**

- A. A pre-proposal meeting and site visit thereafter is scheduled on **Thursday, May 3, 2018**, to determine any scope changes due to TC Gita.
- B. Any pre-proposal questions and/or clarifications shall be submitted in writing to Ioana Uli by email at bid@aspower.com or in hard copy to the address listed above in **Section IV** of this document.
- C. Pre-proposal questions must be received no later than **May 11, 2018 before 4:00 p.m.** American Samoa Time. ASPA will then issue addenda to address any questions and/or clarifications as may be necessary.

#### **VI. ADDENDA**

- A. ASPA reserves the right to issue addenda for any changes to this RFP.
- B. OFFERORS will be requested to send a signed "Receipt of Addenda" to ASPA for each addendum that may be issued.

#### **VII. PROPOSAL PREPARATION INSTRUCTIONS**

- A. The proposal must contain three (3) parts as follows:
  - 1. Technical/Logistical
    - a. OFFERORS must list and delineate the specific actions which will be undertaken to achieve the goals and objectives of the SOW.
  - 2. Prior Related Experience/Past Performance
    - a. A description of the Offeror firm's related experience must be provided

- b. A dossier of personnel qualifications and professional credentials as requested on the Offeror Qualification Sheet (Attachment C) must be listed.
    - c. The Offeror Qualification Sheet (Attachment C) must include a list of three or more references and a project history to document a minimum of ten (10) years of specifically related experience.
  - 3. Proposed Price
    - a. The Offeror's price submittal shall be presented in a breakdown format.
    - b. The proposed price breakdown should identify all SOW costs including:
      - 1. Professional services;
      - 2. All required and applicable equipment;
      - 3. Incident materials,
      - 4. Miscellaneous/Incidental items.
- B. OFFERORS shall prepare their proposals in detail accordingly.

## **VIII. CONTRACT AND PAYMENT TERM**

- A. The term for this contract is sixty **(60) calendar** days.
- B. The contract term shall be initiated by the issuance of a Notice to Proceed by ASPA at which time a contract completion date will be established.
- C. ASPA will retain the sole option to renew or extend the contract after its initial term.
- D. Successful Offeror shall agree to have ASPA retain 20% of the Contract amount, which will be retained by ASPA from each monthly invoice/pay application submitted by the contractor for approval of payment, for a period of 30 days after the successful completion of the project.

## **IX. TYPE OF CONTRACT**

- A. The successful Offeror will provide services to ASPA under a firm-fixed-price, itemized contract agreement.
- B. The successful Offeror shall be an independent contractor and not an agent or employee of the American Samoa Power Authority.
- C. The successful Offeror shall furnish the necessary personnel, materials, insurance, licenses, permits, equipment, ground transportation to and from work areas, and otherwise do all things necessary to perform the work and services specified in the SOW and to the satisfaction of ASPA's Project Engineer.
  - 1. The Contractor must at all times comply with all applicable workman's compensation, occupational disease, occupational health and safety laws, statutes, and regulations to the full extent applicable.
  - 2. ASPA will not be held responsible in any way for claims filed by the successful Offeror or its employees for services employed under the terms of this RFP or the contract.

## **X. BASIS FOR SELECTION**

Proposals will be evaluated by a Source Evaluation Board ("SEB"). SEB members shall be nominated by the Procurement Manager and approved by the Executive Director. Submission of a proposal shall constitute a waiver of any challenge or dispute of the SEB members, as well as the choice of methodology set forth on the SEB score sheets. The award will be made by ASPA in accordance with the evaluation criteria set forth herein and in accordance with ASPA's Procurement Rules. A determination shall be made by the SEB of those responsible Offerors whose proposals are susceptible of being selected for award. The determination shall be included in the contract file. Discussions may be conducted by the SEB with those responsible Offerors whose proposals are determined to be responsive and responsible to the RFP. These discussions shall only be conducted for the purpose

of obtaining clarification from the Offeror on its proposal to ensure full understanding of and responsiveness to the RFP requirements. Discussions shall be conducted individually with each offeror and care shall be exercised to ensure that no information derived from competing offeror's proposals is disclosed. All Offerors with whom discussions are conducted shall be accorded an opportunity to revise their proposals in response to specific clarifications based on the discussions. Unless the Materials/Procurement Manager determines that satisfactory evidence exists that a "mistake" has been made, as set forth in Procurement Rules §3-114, Offerors will not be permitted to revise their proposals after proposal opening.

The results of the evaluation will be documented, and written recommendation by the SEB will be sent to the Procurement Manager. Recommendation for award is sent to the Executive Director for approval.

ASPA reserves the right to make the award to the offeror that submits the proposal, which meets the requirements set forth herein and is in the best interests of ASPA after taking into consideration the aforementioned factors. ASPA also reserves the right to select portions of a proposal or to reject any and all proposals.

## **XI. EVALUATION CRITERIA**

- A. Proposals will be evaluated and ranked by the Source Evaluation Board according to the following point system:
  - 1. Technical: 0-30 points possible
  - 2. Experience: 0-30 points possible
  - 3. Contract Price: 0-40 points possible
  - Total: 100 points (best possible score)
- B. ASPA reserves the right to make the contract award to the Offeror that submits the proposal which best meets the requirements set forth herein and which is in the best interest of ASPA after taking into consideration the aforementioned factors.

## **XII. ATTACHMENTS**

- A. Attachment A is the Proposal Transmittal Form
- B. Attachment B is the Scope of Work
- C. Attachment C is the Offeror's Qualifications Form
- D. Attachment D is the Disclosure Statements
- E. Attachment E is the Non-Collusion Affidavit of Prime Offeror
- F. Attachment F is the Offer Bond Security Instructions
- G. Attachment G is the Offer Bond Security Form
- H. Attachment H is the Technical Specifications
- I. Attachment I is the site photos

## **XIII. QUALIFICATION OF OFFERORS**

- A. At a minimum, the Offeror shall submit the information required by the Offeror's Qualification Form (Attachment C) and section XXI.
- B. ASPA may make such investigations as it deems necessary to determine the ability of the Offeror to perform the work.
- C. The Offeror shall furnish to ASPA such additional information and data for this purpose as ASPA may request, or the proposal may be deemed non-responsive.

#### **XIV. MULTIPLE PROPOSALS—COLLUSION**

- A. If more than one Proposal is submitted by any one party or in the name of its clerk, partner, or another person, all Proposals submitted by the said party may be rejected by ASPA.
- B. If requested by ASPA to do so, an Offeror may submit an alternate Proposal.
- C. If ASPA believes that collusions exist amongst any Offerors, the participants in such collusion will be disqualified from contract award consideration.
- D. Proposals in which the proposed costs and fees are unreasonably high or unrealistically low may be rejected at ASPA's sole discretion.

#### **XV. BUSINESS LICENSE**

- A. An Offeror from elsewhere other than American Samoa shall be appropriately licensed in accordance with the state and/or country of the Offeror's origin and shall be skilled and regularly engaged in the general type and size of work called for under this RFP.
- B. The successful Offeror shall possess a currently valid American Samoa Business License prior to the execution of this contract.

#### **XVI. CONTRACT DOCUMENTS**

- A. The Contract Documents which govern all work set forth by this RFP consist of the following:
  - 1. This RFP;
  - 2. All addenda to this RFP;
  - 3. Any submissions pursuant to any issued addenda;
  - 4. Any clarifications as may result from Proposal evaluations;
  - 5. The Contract (or the Agreement).

#### **XVII. OFFEROR'S UNDERSTANDING**

- A. Each Offeror must inform itself of the conditions relating to the execution of the work.
- B. The Offeror will make itself thoroughly familiar with all the Contract Documents prior to execution of the Agreement.
- C. Each Offeror shall inform itself of, and the Offeror awarded the Contract shall comply with, federal and territorial statutes and ordinances relative to the execution of the work, including but not limited to, applicable regulations which concern the following:
  - 1. Wage rates;
  - 2. Non-discrimination in the employment of labor;
  - 3. Protection of public and employee safety and health;
  - 4. Environmental protection;
  - 5. Historic preservation;
  - 6. Protection of natural resources;
  - 7. Fire protection;
  - 8. Burning and non-burning requirements;

9. Permits and fees;
  10. Similar subjects.
- D. The Offeror agrees to a proposal by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

#### **XVIII. WITHDRAWAL OF PROPOSAL**

- A. Any proposal may be withdrawn prior to the scheduled time for the opening of Proposals by notifying ASPA in a written request.
- B. No Proposal may be withdrawn after the time scheduled for the opening of Proposals.

#### **XIX. OPENING AND EVALUATION OF PROPOSALS**

- A. In accordance with Procurement Rule § 3-110, Proposals will be opened and recorded as part of the RFP record on the date and at the time indicated in Section V, Part B of this document.
- B. All Proposals will be opened at the ASPA Procurement Conference Room inside the New Operations Building at Tafuna Compound, American Samoa or in another location as designated by the ASPA Procurement Manager in Writing.

#### **XX. EXECUTION OF CONTRACT**

- A. Upon receiving ASPA's Notice of Award, the successful Offeror must sign and deliver the Contract to ASPA, together with any other documents as may be required by ASPA.

#### **XXI. RFP CONDITIONS**

- A. This RFP does not commit ASPA to award a contract or to pay any cost incurred in the preparation of this proposal.
- B. The American Samoa Power Authority reserves the right to do the following:
  1. Reject any Offeror for being non-responsive to the Proposal requirements which are contained in this RFP;
  2. Reject all proposals and reissue an amended RFP;
  3. Request additional information from any Offeror submitting a proposal;
  4. Select an Offeror for award based on other than "least cost" criteria (e.g. capability to complete work in a timely fashion or substantive and relevant work experience);
  5. Negotiate a contract with the Offeror selected for award;
  6. Waive any non-material violations of rules in this RFP.
- C. ASPA reserves the right to issue an addendum to this RFP, after which the following steps will be followed:
  1. OFFERORS shall send ASPA a signed Receipt of Addenda from confirming the receipt of any Addendum;
  2. OFFERORS shall submit any additional information as is required by any Addendum;
  3. If any Offeror fails to acknowledge the receipt of any such Addendum, the Offeror's proposal shall be considered irregular and will be accepted by ASPA only if it is in ASPA's best interest;
  4. If any Addenda are not received prior to submittal of the Offeror's Proposal, a Supplementary Proposal may be submitted in order to revise the original Proposal;
  5. Supplementary Proposals must be received by ASPA prior to the scheduled time for the opening of Proposals.

## **XXII. OFFEROR'S QUALIFICATION DATA**

- A. It is the intention of ASPA to award the contract only to an Offeror who is able to furnish satisfactory evidence that the Offeror has the requisite experience and ability, including sufficient capital, facilities, and employees, which are necessary to prosecute the work successfully and promptly and to complete it within the term set forth in the contract.
  - 1. Please provide past project experience on similar projects to the Diffuser Modification Project laid out in this RFP.
  - 2. Please list experience in American Samoa and/or in similar remote locations with limited infrastructure.
  - 3. Please list any sources/suppliers/manufacturers of materials and prefab elements.
  - 4. Please provide recommendations that might help improve the project overall in terms of maintenance and operations.
- B. The Offeror shall complete and submit the Offeror's Qualification Form (Attachment C), as part of the total proposal package.

**ATTACHMENT A**

**PROPOSAL TRANSMITTAL FORM**

Date: \_\_\_\_\_

AMERICAN SAMOA POWER AUTHORITY

American Samoa Government

To Whom It Concerns:

The undersigned (hereafter referred to as the Offeror) hereby proposes and agrees to furnish all of the requested submittal and proposal information pertaining to

**RFP NO. ASPA18.041.ESD-WTR**

**UPPER FAGA'ALU RESERVOIR REHABILITATION PROJECT**

In accordance with the Scope of Work (Attachment B), Technical Specifications (Attachment H), General Terms and Conditions, and other procurement requirements specified in this document for the prices stated in the itemized proposal form(s) attached hereto, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the **itemized proposal form** attached hereto.

The undersigned has read and understands the proposal requirements, and is familiar with and knowledgeable of the local conditions at location(s) where the work is to be performed. The Offeror has read the Request for Proposal Instructions and General Terms and Conditions attached to ascertain that all of the requirements (see checked boxes) of the cost proposal are submitted in the proposal envelope, with five copies, at the date and time for proposal opening. (See Page Five of this document, "SPECIAL REMINDERS TO PROSPECTIVE OFFERORS" to verify that all four submittal requirement boxes have been checked.)

\_\_\_\_\_  
Signed

Seal

\_\_\_\_\_  
Date

## ITEMIZED PROPOSAL FORM

TO: American Samoa Power Authority, Attn: Procurement Manager  
ADDRESS: PO Box PPB, Pago Pago, American Samoa 96799  
TITLE: Upper Faga'alu Reservoir Rehabilitation Project  
RFP #: ASPA17.021.ESD-WTR  
OFFEROR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_, 2018

**1. OFFEROR'S DECLARATION AND UNDERSTANDING.** The undersigned hereinafter called the OFFEROR (the "OFFEROR"), declares that the only persons or parties interested in this offer are those named herein, that this offer is, in all respects, fair and without fraud, that it is made without collusion with any official of ASPA or any other OFFEROR. The OFFEROR further declares that it has carefully examined the Contract Documents, that it has personally inspected the site, that it has satisfied itself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this offer is made according to the provisions and under the terms of the Contract Documents.

**2. CONTRACT EXECUTION AND BONDS.** The OFFEROR agrees that if this offer is accepted, it will sign the Contract, and will, to the extent set forth in his offer, furnish all machinery, tools, apparatus, and other means of construction, and do the work in the manner, in the time, and according to the methods as specified in the Contract Documents and required by ASPA.

**3. CERTIFICATES OF INSURANCE.** The OFFEROR further agrees to furnish ASPA, before commencing the work under this Contract, the certificates of insurance as specified in these Contract Documents.

**4. START OF CONSTRUCTION AND CONTRACT COMPLETION TIME.** The OFFEROR agrees to commence performance on the date of receipt of the Notice to Proceed and complete the project no later than **60** calendar days from the Notice to Proceed.

**5. LIQUIDATED DAMAGES.** In the event the OFFEROR is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to ASPA at the rate of \$200 per day for all work awarded under the Contract until the work is completed to ASPA's satisfaction. Sundays and legal holidays shall be excluded in determining days in default.

**6. PROJECT DESCRIPTION.** The project involves the supply of all other materials not provided by ASPA, labor, tools, equipment, transportation, supplies and incidentals necessary for;



i) Removal of approximately 500cyds of mud/debris/rocks from inside the reservoir that is clogging the drain and outflow pipes and make sure pipes are clear for the delivery of water to the Fagatogo Plant. This involves de-watering of dam prior to removal of dirt using pumps or other means. The contractor shall propose their methodology for ASPA's approval.

ii) Installation of a new 12" gate valve supplied by ASPA, with all necessary fittings to replace broken valve for the drain and ensure the drains are operational. The contractor shall propose their methodology for ASPA's approval.

iii) Designing, furnishing materials and installing supports for the 40' section of suspended PVC pipes. ASPA will review and approve design prior to the start of work.

iv) Remove/clear dirt piles/trees, and repair access road/trail to the reservoir, to ensure safety.

**ASPA will supply all water pipe materials: gate valve, pipes, and all necessary pipe fittings.**

This project is funded by the Department of Interior (DOI).

The project shall be completed within sixty (60) calendar days.

**7. I. Base Offer.**

<b><u>ITEM DESCRIPTION</u></b>	<b><u>EST.QTY</u></b>	<b><u>PRICE PER UNIT</u></b>	<b><u>TOTAL PRICE</u></b>
a. Removal of approx. 500 yd <sup>3</sup>	LS		\$ _____
Above prices shall include all supervision, labor, materials, equipment, cleaning and all works required for the complete removal of dirt/debris, including clearing of existing pipes as specified and shown in the Contract Documents, cleaning up and restoration of any damages to dam/walls, pipes, etc.			
b. Install 12" gate valve	LS		\$ _____
Above prices shall include all supervision, labor, materials, equipment, testing, anchor blocks and all concrete works required for the complete installation, including connection to the existing pipeline as specified and shown in the Contract Documents and cleaning up of the site.			
c. Install pipe support	LS		\$ _____
Above prices shall include all supervision, labor, materials, equipment, backfill, compaction and all concrete works required for the complete installation of the supports as specified and shown in the Contract Documents and cleaning up.			
d. Repair access trail.	LS		\$ _____
Above prices shall include all supervision, labor, materials, equipment, backfill and concreting as specified and as shown in the Contract Documents and cleaning up of sites.			
<b>Total: Base Offer:</b> _____			<b>\$</b> _____
<b>(Amount in Words)</b>			

The OFFEROR shall submit together with this offer a list of equipment, manpower, materials and all other resources, together with a corresponding schedule required to complete the job. **Proposal without the foregoing will**

**be considered non-responsive and may cause the rejection of the offer at ASPA's sole discretion.** All blanks on the Offer Form shall be typewritten or handwritten in blue or black ink.

**8. SUBCONTRACTORS.** A list of intended subcontracting firms or businesses together with the type or description of the work to be subcontracted shall be attached to this Offer Form.

**[Signature Page Follows]**

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this \_\_\_\_ day of \_\_\_\_\_, 2018.

OFFEROR:

By: \_\_\_\_\_

Name:

Title:

**ATTACHMENT B**

**SCOPE OF WORK**

- A. Furnish supervision, labor, and equipment to remove approximately 500 yd<sup>3</sup> of mud/debris/rocks from inside the reservoir that is clogging the drain and outflow pipes.
- B. Furnish supervision, labor, and equipment to make sure pipes are clear for the delivery of water to the Fagatogo Plant.
- C. Furnish supervision, labor, and equipment to de-water the dam prior to removal of dirt using pumps or other means.
- D. Furnish supervision, labor, materials, and equipment for the installation of a new 12" gate valve, supplied by ASPA, with all necessary fittings to replace broken valve for the drain and ensure the drains are operational.
- E. Furnish supervision, labor, materials, and equipment for the placement of concrete anchor/thrust blocks.
- F. Pick up valve and fittings from ASPA compound and deliver to site.
- G. Furnish supervision, labor, materials, and equipment to design, and install supports for the 40' section of suspended PVC pipes.
- H. Furnish supervision, labor, materials, and equipment to remove/clear dirt piles/trees, and repair access road/trail to the reservoir, to ensure safety.
- I. Clean up the sites prior to de-mobilization.

**ATTACHMENT C**

**OFFEROR QUALIFICATION FORM**

1. Name of Organization: \_\_\_\_\_
2. Business Address: \_\_\_\_\_  
\_\_\_\_\_
3. Telephone: (Home Office) \_\_\_\_\_  
  
Business Telephone: \_\_\_\_\_  
  
Email Address: \_\_\_\_\_  
  
Fax Number: \_\_\_\_\_  
  
Tax Identification Number: \_\_\_\_\_
4. Contact Person: \_\_\_\_\_
5. Type of Business (please check one):  
  
Corporation    \_\_\_\_\_    Partnership    \_\_\_\_\_    Proprietorship    \_\_\_\_\_    Joint Venture \_\_\_\_\_

*Note: For Corporations – Articles of Incorporation Certification must be on record with the Treasurer of American Samoa. Copies of partnership agreements and articles of incorporation must be submitted to the revenue branch with the application form and relevant documents. Aliens cannot operate sole ownership enterprises and partnerships with aliens are subject to immigration board review.*

6. Place of Organization or the State of Incorporation: \_\_\_\_\_
7. Owner's Names and Addresses (if not a Corporation):  
\_\_\_\_\_  
\_\_\_\_\_
8. For Corporations: Names and Addresses of Directors, Officers, and Stockholders with 20% or greater interest in the company.  
\_\_\_\_\_  
\_\_\_\_\_
9. List US States and Territories where company is registered as a foreign corporation.  
\_\_\_\_\_  
\_\_\_\_\_

10. List all projects of similar scope and extent which the Offeror has conducted within the past five-years; provide the dollar value contract amount for each project. And list project owner contact information for reference inquiries.

**Location and Date of Project:** \_\_\_\_\_

Nature and scope of contract (provide a brief project description): \_\_\_\_\_

\_\_\_\_\_

Name and address of awarding agency or owner for which work was performed:

\_\_\_\_\_

Name, address, and phone number of Contact Person for the agency

\_\_\_\_\_

Contract Amount \_\_\_\_\_ Date of Completion \_\_\_\_\_

If not completed, why? \_\_\_\_\_

\_\_\_\_\_

Was contract performed under a joint venture, if so with whom and under what arrangement?

\_\_\_\_\_

**Location and Date of Project:** \_\_\_\_\_

Nature and scope of contract (provide a brief project description): \_\_\_\_\_

\_\_\_\_\_

Name and address of awarding agency or owner for which work was performed:

\_\_\_\_\_

\_\_\_\_\_

Name, address, and phone number of Contact Person for the agency

\_\_\_\_\_

Contract Amount \_\_\_\_\_ Date of Completion \_\_\_\_\_

If not completed, why? \_\_\_\_\_

\_\_\_\_\_

Was contract performed under a joint venture, if so with whom and under what arrangement?

\_\_\_\_\_

11. List the name or names of supervisory personnel proposed to be employed on the work under this Contract, including the qualifications and experience record for each. Personnel resumes may be included within the Offeror's proposal submittal.

<u>Name</u>	<u>Qualifications/Experience</u>
_____	_____
	_____
	_____
_____	_____
	_____
	_____

12. List the names and addresses of at least three (3) references, one of which should be a bank or other lending institution, governmental agency, or bonding company.

<u>Name of Reference</u>	<u>Address and Contact Information</u>
_____	_____
	_____
	_____

**ATTACHMENT D**

**DISCLOSURE STATEMENTS**

This form must be completed by all offerors and submitted with the proposal.

I \_\_\_\_\_,  
(Name of owner or partner- all partners must complete a form)

of \_\_\_\_\_ the Offeror, that has submitted  
(Name of Company)

the attached proposal:

(Complete one of the two following statements)

1. I **have no** immediate relatives (parents, children or siblings) who are currently employed by the American Samoa Power Authority (ASPA) or the American Samoa Government (ASG)

\_\_\_\_\_  
(Signed) (Title)

2. I **have** immediate relatives (parents, children or siblings) who are currently employed by ASPA or the ASG.

Their names and positions in are as follows.

Name	Relationship to Offeror	Position in ASPA
------	-------------------------	------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Signed) (Title)

Note: It is not against ASPA procurement rules for the relatives of government employees to offer on and receive government contracts provided they disclose such relationships at the time of offering.

**ATTACHMENT E**  
**NON-COLLUSION AFFIDAVIT OF PRIME  
OFFEROR**

I, \_\_\_\_\_, being first duly sworn deposes and says that:

1. He/She is \_\_\_\_\_  
(Owner, Partner, Representative or Agent)  
of \_\_\_\_\_  
(Company Name)

of Offeror that has submitted the attached offer.

2. He is fully informed regarding the preparation and contents of the attached offer and of all pertinent circumstances regarding such offer.

3. Such offer is genuine and is not a collusive or false offer.

4. Neither the said Offeror nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Offeror, firm or person to submit a collusive or false offer in connection with the Contract for which the attached offer has been submitted or to refrain from offering in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against American Samoa Power Authority or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached offer are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agent's representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_day of \_\_\_\_\_, 2018

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

My Commission expires \_\_\_\_\_, 201\_\_



**ATTACHMENT F**

**PROPOSAL BOND SECURITY  
INSTRUCTIONS**

The Proposal Bond Security in the sum of 10% of the total offer amount must accompany each Offer and shall be furnished to the American Samoa Power Authority as a guarantee and will be retained until the written contract between the Contractor and ASPA is executed and the performance and labor and materials payment bonds are furnished by the Contractor. If the Contractor fails to enter into a written contract, ASPA will retain the Contractor's Proposal bond as liquidated damages, but not as a penalty.

**ATTACHMENT G**

**PROPOSAL BOND  
SECURITY FORM**

**KNOW ALL PERSONS BY THOSE PRESENT** that \_\_\_\_\_, as Principal, hereafter called the “Principal,” and \_\_\_\_\_, a duly admitted insurer under the laws of the Territory of American Samoa, as Surety, hereinafter called the “Surety”, are held firmly bound unto the American Samoa Power Authority (ASPA) for the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for payment of which in lawful money of the United States, will and truly to be made, the said Principal and the said Surety binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation such that, whereas the Principal has submitted a proposal for:

**RFP No. ASPA18.041.ESD-WTR  
Upper Faga'alu Reservoir Rehabilitation Project**

The proposed project will improve the ocean diffuser performance, longevity and general water quality in the area of the diffuser system.

Offerors must provide a document that specifically and completely addresses work tasks as specified in the Scope of Work (“SOW”)

**[Signature Page Follows]**

IN WITNESS WHEREOF, we have hereunto set our hands on this offer bond this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

(Name of Firm)

(Name of Firm)

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Resident Agent:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

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

Address for Notices:

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

NOTE: The signature of the person executing this Offer Bond must be notarized. If an attorney-in-fact executes the offer bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer must also be included with the offer bond.

**ATTACHMENT H**  
**TECHNICAL SPECIFICATIONS**  
**SECTION 00100**  
**CAST-IN-PLACE CONCRETE.**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

1.1.1 Cast-in-place concrete, floors, shear walls, foundation walls, pads, posts, thrust blocks and slabs on grade.

**1.2 REFERENCES**

- 1.2.1 ACI 301 - Structural Concrete for Buildings.
- 1.2.2 ACI 302 - Guide for Concrete Floor and Slab Construction.
- 1.2.3 ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
- 1.2.4 ACI 305R - Hot Weather Concreting.
- 1.2.5 ACI 306R - Cold Weather Concreting.
- 1.2.6 ACI 308 - Standard Practice for Curing Concrete.
- 1.2.7 ACI 318 - Building Code Requirements for Reinforced Concrete.
- 1.2.8 ANSI/ASTM D994 - Preformed Expansion Joint Filler for Concrete (Bituminous Type).
- 1.2.9 ANSI/ASTM D1190 - Concrete Joint Sealer, Hot-Poured Elastic Type.
- 1.2.10 ANSI/ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
- 1.2.11 ANSI/ASTM D1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- 1.2.12 ASTM B221 - Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes.
- 1.2.13 ASTM C33 - Concrete Aggregates.
- 1.2.14 ASTM C94 - Ready-Mixed Concrete.
- 1.2.15 ASTM C150 - Portland Cement.
- 1.2.16 ASTM C260 - Air-Entraining Admixtures for Concrete.
- 1.2.17 ASTM C330 - Light Weight Aggregates For Structural Concrete.
- 1.2.18 ASTM C494 - Chemicals Admixtures for Concrete.
- 1.2.19 ASTM C618 - Fly Ash and Raw or Calcinated Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.
- 1.2.20 ASTM A775/A775M-00 Epoxy-Coated Reinforcing Steel Bars

**1.3 PROJECT RECORD DOCUMENTS**

1.3.1 Accurately record actual locations of embedded utilities and components which are concealed from view.

#### 1.4. QUALITY ASSURANCE

- 1.4.1 Perform Work in accordance with ACI 301.
- 1.4.2 Maintain one copy of documents on site.
- 1.4.3 Acquire cement and aggregate from same source for all work.
- 1.4.4 Conform to ACI 305R when concreting during hot weather.
- 1.4.5 Conform to ACI 306R when concreting during cold weather.

### PART 2 - PRODUCTS

#### 2.1. CONCRETE MATERIALS

- 2.1.1 Cement: ASTM C150, Portland type II.
- 2.1.2 Water: Clean and not detrimental to concrete.

#### 2.2. ACCESSORIES

2.2.1 Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

#### 2.3. JOINT DEVICES AND FILLER MATERIALS

2.3.1 Joint Filler: ASTM D1751, ASTM D994, asphalt impregnated fiberboard, closed cell polyvinyl chloride, molded vinyl foam or pre-molded sponge rubber.

2.3.2 Construction Joint Devices: Integral galvanized steel or extruded plastic.

2.3.3 Expansion and Contraction Joint Devices: ASTM B221 alloy, extruded aluminum; resilient neoprene filler strip with a Shore A hardness of 35 to permit plus or minus 25 percent joint movement with full recovery.

#### 2.4. CONCRETE MIX

- 2.4.1 Mix and deliver concrete in accordance with ASTM C94 and ACI 304.
- 2.4.2 Use accelerating admixtures only when approved by Engineer.
- 2.4.3 Use set retarding admixtures during hot weather only when approved by Engineer.

2.4.4. Add air entraining agent to normal weight concrete mix for workers exposed to exterior.

2.4.5 Provide Engineer with tickets indicating mix times, delivery and additives to the mix.

##### 2.4.6 **On-site mix:**

2.4.6.1 Mix design/proportions shall be submitted to ASPA for approval prior to mix.

2.4.6.2 Aggregates shall be clean 3/4".

2.4.6.3 Sand shall be clean crushed rock.

2.4.6.4 Water shall not be detrimental to concrete.

2.4.6.5 Cement shall be TYPE II Portland.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

3.1.1 Verify site conditions and verify requirements for concrete cover over reinforcement.

3.1.2 Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

### 3.2 PREPARATION

3.2.1 Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.

3.2.2 In locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

### 3.3 PLACING CONCRETE

3.3.1 Place concrete in accordance with ACI 304, ACI 301 and/or ACI 318.

3.3.2 Notify Engineer minimum 24 hours prior to the commencement of operations.

3.3.3 Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints are not disturbed during concrete placement.

3.3.4 Install vapor barrier under interior slabs on grade. Lap joints minimum 6 inches and seal watertight by the sealant applied between overlapping edges and ends or taping edges and ends.

3.3.5 Install joint devices in accordance with manufacturer's instructions.

3.3.6 Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

3.3.7 Place concrete continuously between predetermined expansion, control, and construction joints.

3.3.8 Do not interrupt successive placement; do not permit cold joints to occur.

3.3.9 Screed floors and slabs on grade level, maintaining surface flatness of maximum 1/4 inch in 10 ft.

### 3.4 SEPARATE FLOOR TOPPINGS

3.4.1 Prior to placing floor topping, roughen substrate concrete surface and remove deleterious material. Broom and vacuum clean.

3.4.2 Place required dividers, edge strips, reinforcing and other items to be cast in.

3.4.3 Apply a bonding agent to substrate in accordance with manufacturer's instructions.

3.4.4 Place concrete floor toppings to required lines and levels.

### 3.5 CONCRETE FINISHING

3.5.1 Finish concrete floor surfaces in accordance with ACI 301.

3.5.2 In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains at 1/8 inch per foot nominal or as indicated on drawings.

### 3.6 CURING AND PROTECTION

3.6.1 Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

3.6.2 Maintain concrete with minimal moisture loss at relatively constant temperature for a period necessary for hydration of cement and hardening of concrete.

3.6.3 Cure floor surfaces in accordance with ACI 308.

### 3.7 FIELD QUALITY CONTROL

3.7.1 Field inspection and testing will be performed. Provide free access to Work and cooperate with an appointed firm.

3.7.2 Submit proposed mix design of each class of concrete to Owner for review prior to the commencement of Work.

3.7.3 Tests of cement and aggregates may be performed to ensure conformance with specified requirements.

### 3.8 PATCHING

3.8.1 Allow Engineer to inspect concrete surfaces immediately upon removal of forms.

3.8.2 Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.

3.8.3 Patch imperfections as directed and in accordance with ACI 301.

### 3.9 DEFECTIVE CONCRETE

3.9.1 Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.

3.9.2 Repair or replacement of defective concrete will be determined by the Engineer.

3.9.3 Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

### 3.10 SCHEDULE - CONCRETE TYPES AND FINISHES

3.10.1 Foundation Walls: 4,000 psi 28-day concrete, form finish with the honeycomb filled surface.

3.10.2 Floors: 4,000 psi at 28 days, form finish with the honeycomb filled surface.

### 3.11 SCHEDULE - JOINT FILLERS

3.11.1 Basement Floor Slab Perimeter: Joint filler Type a set 1/8 inch below floor slab elevation.

3.11.2 Exterior Retaining Wall at Loading Dock: Joint filler Type F recessed 3/8 inch with sealant cover.

## 3. REBAR.

1.1 General.

- 1.1.1 All rebar shall conform to ASTM 615 Grade 60 and shall be #4 deformed bars.  
Vertical rebar shall be at 16" centers and horizontal rebar at 18" centers.
- 1.1.2 All rebar shall be free from rust and other coatings that would affect reinforcing bond.
- 1.1.3 welding of reinforcing bars are not permitted.



**ATTACHMENT I**

**SITE PHOTOS**



Photo 1:  
Tree

blocking trail.



Photo 2: Tree blocking trail.



Photo 3: Tree branches blocking the trail.



Photo 4: Part of Trail washed out.





Photo 5: Part of Trail washed out.



Photo 6: PVC pipe to be supported.





Photo 7: Drain pipe to be repaired.



Photo 8: Reservoir outlet.



Photo 9: Access to reservoir.