

**GUAM PUBLIC LIBRARY
EXTENSION
Design-Build, (Re-Bid Package)**

Project No. 540-5-1023-F-AGN

User ID . . . : LIBAFLAJ
 To date . . . : 5/2014
 Account . . . : 5101H11800IB111
 Dept/Division :

Exclude Object Codes:

| Account Number | Account Name | YTD Allotment | YTD Expenditures | O/S Encumbrance | Available Funds | Unallotted Balance |
|--------------------|--------------------------------|---------------|------------------|-----------------|-----------------|--------------------|
| 5101H11800IB111450 | DOI CIP PRJ-GPLS RENOV & EQUIP | 1,586,000.00 | 1,586,000.00 | | 1,586,000.00 | |
| IB111 | PROGRAM TOTALS | Count: 1 | | | | |
| | | 1,586,000.00 | 1,586,000.00 | | 1,586,000.00 | |
| 00 | DIVISION TOTALS | Count: 1 | | | | |
| | | 1,586,000.00 | 1,586,000.00 | | 1,586,000.00 | |
| 18 | DEPARTMENT TOTALS: | Count: 1 | | | | |
| | | 1,586,000.00 | 1,586,000.00 | | 1,586,000.00 | |
| H11 | APTYP+FY TOTALS: | Count: 1 | | | | |
| | | 1,586,000.00 | 1,586,000.00 | | 1,586,000.00 | |
| 101 | FUND TOTALS: | Count: 1 | | | | |
| | | 1,586,000.00 | 1,586,000.00 | | 1,586,000.00 | |
| FINAL | TOTALS | Count: 1 | | | | |
| | | 1,586,000.00 | 1,586,000.00 | | 1,586,000.00 | |



The Honorable
EDDIE BAZA CALVO
Governor

The Honorable
RAY TENORIO
Lt. Governor



CARL V. DOMINGUEZ

Director

JESSIE B. PALICAN

Deputy Director

MEMORANDUM

TO: The Governor

VIA: Director, Bureau of Budget and Management Research

FROM: Director, Department of Public Works

SUBJECT: GUAM PUBLIC LIBRARY EXTENSION, DESIGN-BUILD, (Re-Bid Package)
Project No.: 540-5-1023-F-AGN

Submitted herewith for your review and approval are the correct documents for the subject project. The scope of work involves the design and construction for the renovation for the above subject project.

The Department of Public Works (DPW) formally solicited bids for this project through the advertisement of an invitation to bid in the Marianas Variety on March 10 and March 13, 2014. Six (6) bids were received and opened on the scheduled bid opening date of April 16, 2014. S.K Construction, Inc & Giant Construction, Inc (Joint Venture). is the lowest bidder for the basic bid in the amount of \$ 991,466.72.

The Government of Guam awards the contract amount of Nine Hundred Ninety One Thousand Four Hundred Sixty Six and 72/100 (\$ 991,461.72). The bid was determined to be responsive and is fair and reasonable. Funds for this project are available under the Allotment No. 5101H111800IB111-450.

We recommend that the contract be awarded to S.K. Construction, Inc & Giant Construction, Inc. (Joint Venture),

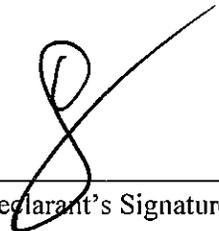
We request your early approval.

CARL V. DOMINGUEZ

DECLARATION RE COMPLIANCE WITH 5 GCA § 5150

I, Carl V. Dominguez, make the declaration on March 4, 2014, regarding the Procurement No. 540-5-1023-F-AGN, and do hereby **certify under penalty of perjury** that:

- 1) I am the procurement officer (Chief Procurement Officer; Director of Public Works; or head of a purchasing agency) for this procurement;
- 2) I have caused an estimate to be made of the cost of the services or supplies, being procured, and for which a contract will be entered into or a purchase order will be issued, whichever is appropriate as the case may be;
- 3) My estimate of the total cost of the contract or purchase order, whichever is appropriate as the case maybe, is (please check one):
 - less than \$500,000; or
 - \$500,000 or more;
- 4) If the total estimated cost of the procurement is \$500,000 or more, I understand that I must be advised by legal counsel designated by the Attorney General (which may be an assistant Attorney General or the other legal counsel designated as Special Assistant Attorney General ("SAAG") under 5GCA §5150) during each and every phase of the procurement process, beginning with the planning stage and before any request for proposal or invitation to bid is issued or notice published, or before any sole source procurement or emergency procurement is undertaken;
- 5) If the total estimated cost of the procurement is \$500,000 or more, I understand I may not proceed with any phase of the procurement unless I have been advised by an Assistant Attorney General or a SAAG to proceed.
- 6) If the estimated cost of the procurement is less than \$500,000 initially when the procurement is begun, but the total cost increases to \$500,000 or more at some later point in time, I understand I must contact the Attorney General's Office as soon as I become aware that the procurement will actually cost \$500,000, and that I may not proceed further without the assistance of the Attorney General's Office or a SAAG; and
- 7) I understand if I do not comply with the requirements of 5 GCA §5150 and the Attorney General's Office or a SAAG has not acted as legal counsel during all phases of a procurement estimated to cost \$500,000 or more, the Attorney General or SAAG may disapprove the contact, or the procurement may be subject to cancellation, or any award, contract or purchase order made or entered into may be subject to termination.



(Declarant's Signature)

GUAM PUBLIC LIBRARY EXTENSION, DESIGN-BUILD (RE-BID PACKAGE)

PROJECT NO.: 540-5-1023-F-AGN

CONTRACT SUBMITTAL CHECKLIST

- | | |
|--|--|
| 1. Cover Memorandum | Enclosed with contract documents |
| 2. Chronology of Contract Events | See Attachment "A" |
| 3. Copy of Invitation to Bid | See Attachment "B" (Marianas Variety) |
| 4. List of Firms responding to Invitation to Bid | See Attachment "C" (Bid Tabulation) |
| 5. Letter to Firm Selected | See Attachment "D" (Intent of Award) |
| 6. Documentation of Construction Firm: | |
| a) Copy of Contractor's License | See Attachment "E" |
| b) Major Shareholder's Disclosure Affidavit | See Attachment "F" |
| 7. Copy of Scope of Work | Described in Cover Memorandum |
| 8. Copy of Fee Schedule | See Pages GC-32 to GC-40 of the Contract Documents |
| 9. Contractor's Agreement | See Pages FC-1 to FC-8 of the Contract Documents |

GUAM PUBLIC LIBRARY EXTENSION, DESIGN-BUILD (RE-BID PACKAGE)

PROJECT NO.:540-5-1023-F-AGN

CHRONOLOGY OF EVENTS

- | | |
|--|-----------------------------|
| 1. Advertisement of Invitation to Bid | March 10 and March 13, 2014 |
| 2. Commencement of Availability of Bid Documents | March 10, 2014 |
| 3. Date of Pre-Bid Conference | March 18, 2014 |
| 4. Date of Bid Opening | April 16, 2014 |
| 5. Receipt of Performance and Payment Bonds | May 09, 2014 |
| 6. Execution of Contract by the Director of Public Works | |

US Coast Guard delivers foundation aid to Ulithi

(USCG) - On March 10, the U.S. Coast Guard Cutter Sequoia stopped at Ulithi Atoll while returning to Guam from a fisheries law enforcement patrol. While holding station off the coast, Sequoia had the unique opportunity to transport and deliver humanitarian aid supplies, provided by the Ayuda Foundation of Guam, to Falalop Island using her small boats.

The Sequoia's commanding officer, Lt. Cmdr Jessica Worst, said "We are grateful to have such a capable vessel that allows us the flexibility to perform our primary missions while also supporting humanitarian efforts in the Pacific."

After arriving offshore of Falalop, the Sequoia crew members removed aid supplies from the cargo hold and organized them on the buoy deck. The supplies consisted of 10 pallets containing items such as education materials, medicine, clothing, rice, sugar and rain barrels for catching water.

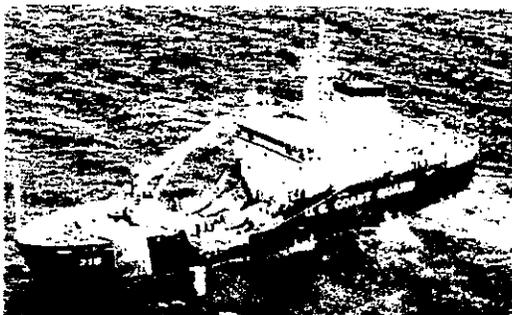
Once the contents of the pallets were spread out on deck, Sequoia launched two small boats to ferry personnel and supplies to the residents waiting on shore. Cutter personnel helped to transport the supplies from the small boats to the island, where members of the

local community stacked and sorted the various items.

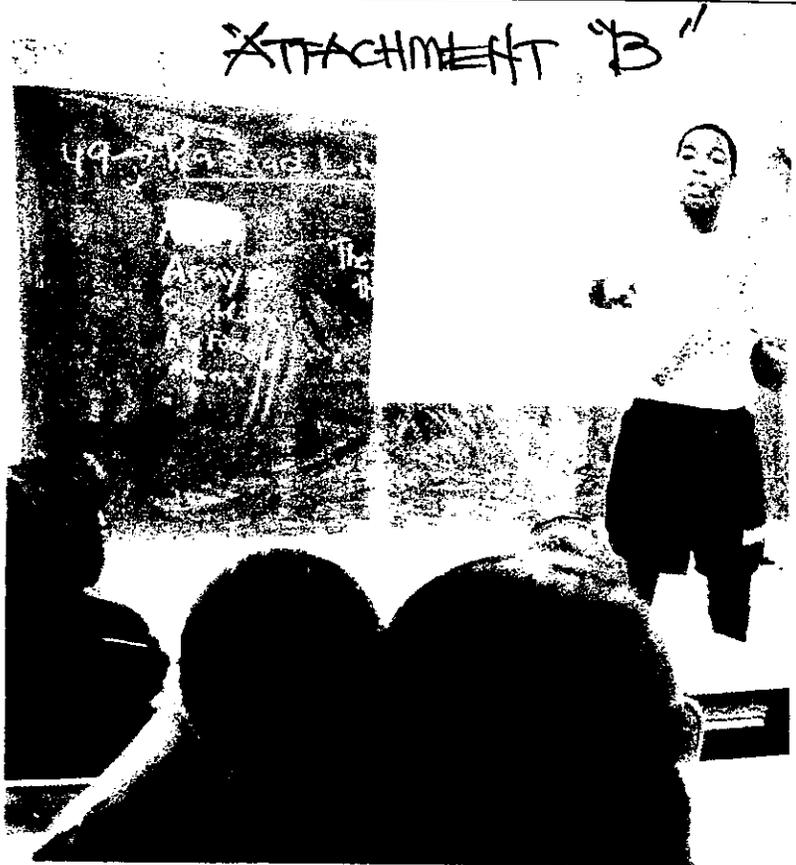
Through close cooperation between the crew of the Sequoia and residents of Falalop, the cargo was transferred to shore in less than four hours. The islanders welcomed the Sequoia crew members warmly and thanked them for transporting the supplies, which are an important resource for families living on the remote islands, particularly since there are no piers for cargo ships to utilize on the island.

Sequoia's versatile multi-mission design and capabilities make the vessel an ideal platform to perform a wide variety of missions.

Sequoia, based on Guam, is manned by a crew of nine officers and 44 enlisted personnel. It is the 15th Jumper Class sea-going buoy tender and the 10th "B-Class" cutter built by Marinette Marine Corporation in Marinette, Wis. Sequoia's primary missions are maintaining aids to navigation, search and rescue, law enforcement, marine environmental protection and homeland security. It is 225 feet long with twin diesel engines, bow and stern thrusters, and advanced maneuvering capabilities that make it one of the world's premier buoy-tending platforms.



The U.S. Coast Guard Cutter Sequoia's versatile multi-mission design and capabilities make the vessel an ideal platform to perform a wide variety of missions. USCG photo.



U.S. Navy photo by Jesse Leigh Guerrero.

Machinist's Mate Fireman Rashad Little, assigned to the Los Angeles-class fast-attack submarine USS City of Corpus Christi, talks about his Navy experiences with students at B.P. Carbullido Elementary School in Barrigada last Friday. This was the submarine's first visit to the island since its change of homeport from Guam to Hawaii in 2011.

Visiting sub sailors volunteer at school

(USN) - USS City of Corpus Christi sailors gave back to the island they once called home during an outreach opportunity at B.P. Carbullido Elementary School in Barrigada on March 7.

This was the submarine's first visit to the island since its change of homeport from Guam to Hawaii in 2011.

"It's kind of like going back to where you grew up," said Petty Officer 2nd Class Jordan Larry, who was a junior sailor when City of Corpus Christi was homeported on Guam. "It's a privilege to have been here

before so I can show the junior sailors around."

More than 10 sailors shared their career experiences, told stories about Navy life and participated in sports activities with the students.

"We like to show the community that we care and we do our part," said Petty Officer 1st Class Shane Stuteville.

Agnes Guerrero, the school principal, said the visit was beneficial to the students because it allowed them to learn more about the Navy and possibly set personal educational and career goals.

"It's something positive for our children," she said. "I really look forward to always building that relationship and they've been very good about coming to the schools every year making that time for our students."

The submarine departed Hawaii in November 2013 for a deployment to the Western Pacific region. It is capable of conducting anti-surface and anti-submarine operations along with guided missile strike operations using conventional Tomahawk land attack missiles.

INVITATION TO BID

GUAM PUBLIC LIBRARY EXTENSION, DESIGN-BUILD (Re-Bid Package)
Project No. 540-5-1023-F-AGN

Bid Security must accompany bid 15% of total bid amount and may be Bid Bond, Certified or Cashier's Check made payable to:
Treasurer of Guam

Non Refundable Fee: \$50.00 (fifty Dollars) required as Payment for each Bid Document.

Availability of Documents: March 10, 2014, contracts Administration Technical Services, 1st Floor, Building 3, CPW, Agaña, Guam.

Please present receipts for the Shop Order, Building A, CPW, Agaña, Guam.

Pre Bid Conference: March 18, 2014, 10:00 am. Please call Agnes Guerrero at Building B, 2nd Floor, CPW, Agaña, Guam.

Bid Opening: April 02, 2014, 2:00 pm. This is a public event open to all interested parties and will be held at the CPW, Agaña, Guam.

Carl V. Dominguez
DIRECTOR

A.B. WON PAT

IMPROVING our Airport Infrastructure & ENHANCING GUAM'S BUSINESS Investment Potential

INVITATION TO BID | Demolition & Remediation of Various Airport Facilities Ph II

| | | |
|-----------------------------|--|-----------------------|
| IFB NO: GIAA-C01-FY14 | PRE-BID MEETING: 10:00 am - Mar. 25, 2014 | GIAA Conference Room |
| PROJECT NO: GIAA-FY12-01-05 | SUBMISSION DEADLINE: 2:00 pm - Apr. 10, 2014 | GIAA Executive Office |
| AIP NO: 3-66-0001-81 & 82 | | |

The Antonio B. Won Pat Int'l Airport Authority, Guam (GIAA) will receive sealed bids for project 1201-02-001. Bid documents may be obtained between 8:30 am - 5:00 pm Monday through Friday, excluding holidays from the GIAA Executive Office. All bid information is available at www.guaairport.com. All bids must be accompanied by a bid security in the amount of 1% of the total bid price. Bid security may be in a form of a bid bond, cashier's check, or cashier's check made payable to the GIAA. A non-refundable fee of Three Hundred U.S. Dollars (\$300.00) will be charged for each printed proposal and one hundred U.S. Dollars (\$100.00) for each electronic proposal. Bid opening will be held at the GIAA Executive Office. If the GIAA recommends that a particular bidder is qualified to proceed with GIAA by submitting the Acknowledgment of Receipt form included in the bid package and by providing a copy of the bid to the GIAA Administrator or Office. GIAA has no obligation to award the contract to any bidder who did not register for bid information. The GIAA will inform the successful bidder (successful Business Contract) and the awarded full consideration in a contract awarding. GIAA also reserves the right to reject any and all bids and to waive any and all formalities, and to disregard a non-conforming contract. For additional information, contact the GIAA Procurement Office at (671) 643-0300 during the business hours.

Story tips, photo submissions or ideas? Submit material to business@mvq.com

MARIANAS VARIETY GUARD EDITION

ATTACHMENT "B"

General Motors must address recall soon to save reputation

WASHINGTON (Reuters) - General Motors Co. needs to get through its ignition-switch recall and the resulting federal investigation quickly to avoid any lasting damage to its brand, but the federal probe could keep the problem in the public eye for at least six months.

Analysts and academics warn that a misstep by GM could leave it with a lingering headache, something Toyota Motor Corp. experienced from 2009 to 2011 with recalls linked to sudden acceleration. The Japanese automaker was criticized for being slow to react to complaints and initially blaming the drivers.

GM is currently interviewing employees dating back to the discovery in 2004 of the problem with the ignition switch, which has since been linked to 13 deaths, sources previously said. Meanwhile, U.S. safety regulators have opened an investigation into whether the

No. 1 U.S. automaker reacted swiftly enough in its recall last month of more than 1.6 million vehicles.

GM Chief Executive Mary Barra on Tuesday in a letter to GM employees said she deeply regretted the circumstances but was pleased with the company's response and the focus will be on customer safety and satisfaction.

Moving past the recall and related fallout will be critical to ensure the Detroit company continues the rebound since its 2009 bankrupt reorganization, analysts said.

"They need to get past this as quickly as possible," said George Cook, a marketing professor at the Simon Business School at the University of Rochester.

"You cannot be reactive in dealing with the American car-buying public," added Cook, formerly an executive at Ford Motor Co. (F) for 10 years.

U.S. job growth offers upbeat sign

WASHINGTON (Reuters) - U.S. job growth accelerated sharply in February despite the icy weather that gripped much of the nation, easing fears of an abrupt economic slowdown and keeping the Federal Reserve on track to continue reducing its monetary stimulus.

Employers added 175,000 jobs to their payrolls last month after creating 129,000 new positions in January, the Labor Department said on Friday. The unemployment rate, however, rose to 6.7 percent from a five-year low of 6.6 percent as Americans flooded into the labor market to search for work.

"It reinforces the case for the economy being stronger than it's looked for the last couple of months," said Bill Cheney, chief economist at John Hancock Financial Services in Boston. "It makes life easier for the Fed and feeds into continuing the tapering process."

The report also showed the largest increase in average hourly earnings in eight months and the payrolls count for December and January was revised up to show 25,000 more jobs created during

those months than previously reported.

Investors on Wall Street cheered the report. U.S. stocks ended mostly higher, with the Standard & Poor's 500 index closing at a record. The dollar bounced off a four-month low, while prices for U.S. Treasury debt fell, with the yield on the benchmark 10-year note hitting a six-week high.

Interest rate futures showed that traders ramped up bets on the Fed raising rates a bit sooner than had been previously thought. They now point to a 54 percent probability of a rate hike in June 2015.

Unusually cold and snowy weather has disrupted activity in much of the United States for months, and a few economists had begun to speculate that the U.S. central bank could reconsider its plan to wind down its bond-buying stimulus.

The eastern and central United States experienced record low temperatures last month and ice and snow blanketed densely populated areas during the week. Employers were surveyed for February payrolls. The winter storms left Wall Street bracing for a much

weaker report. Economists had forecast nonfarm payrolls rising by only 149,000 jobs.

The weather, however, did have an impact. It cut into the length of the average workweek, which hit its lowest level since January 2011 and led to a drop in a measure of total work effort. But economists expect a reversal as soon as this month.

"The economy will defrost in the spring and heat up in the summer," said Michelle Meyer, a senior economist at Bank of America Merrill Lynch in New York. "We should see solid gains in job growth in coming months."

The smaller survey of households from which the unemployment rate is derived showed 6.9 million people with jobs reported they were working part-time because of the weather. That was the highest reading for February since the series started in 1978.

It also showed 601,000 people could not get to work because of the weather, the highest level for February since 2010. Economists said job growth in February would have been as high as 200,000 if not for the weather.

Washington, Tokyo seek to end deadlock on tariffs

WASHINGTON (Reuters) - The United States is finding talks with Japan on opening its agricultural market "extremely tough," a senior U.S. trade official said on Friday, as the two countries prepared for another round of bilateral negotiations.

Japanese officials will visit Washington next week in a bid to break a deadlock over products which is drawing out plans to conclude a wider free trade agreement among 12 Pacific Rim nations, the Trans-Pacific Partnership (TPP).

The United States had hoped to wrap up the deal last year, but ministerial-level talks in Singa-

pore last month ended with many issues still on the table, most notably Japan's protection of its farm sector.



Wendy Cutler

U.S. Acting Deputy Trade Representative Wendy Cutler said Japan was moving very slowly, despite a commitment to work towards a comprehensive and high-standard agreement when it joined the TPP last year.

"We and other TPP countries have reminded Japan what it signed up for, and what all the TPP countries signed up for when it joined the TPP. We've made limited progress on agriculture with Japan to

date. Big gaps remain but we are engaging with them," she told the Governor's Conference on Agricultural Trade in Richmond, Virginia.

"We continue to look to Japan to provide meaningful market access for our agricultural exports in a range of sectors."

Japan is keen to protect sensitive products such as beef, rice, sugar and dairy, while U.S. carmakers are concerned about increased competition from Japanese competitors if there is more open auto trade.

Meanwhile, a trade deal close to conclusion between Japan and Australia, another TPP partner, posed another risk to U.S. farm exporters, Cutler said.

20 Freescale employees aboard ill-fated plane

KUALA LUMPUR (Reuters) - Twenty employees of U.S. chipmaker Freescale Semiconductor were passengers on a Malaysia Airlines flight presumed to have crashed off the Vietnamese coast, according to a company statement on Saturday.

The employees, among 239 people on the plane, included engineers and manufacturing staff, many of whom travel regularly between company facilities in Tianjin, China,

and Kuala Lumpur, a company source said.

None of Austin, Texas-based Freescale's most senior executives were on board Boeing Co's 777-200ER, which vanished from radar screens about an hour after it took off from Kuala Lumpur for Beijing.

There were no confirmed signs of the plane or any wreckage well over 24 hours after flight MH370 went missing.

Twelve of the Freescale employees on the plane were

from Malaysia and eight from China, the company said in a statement.

"At present, we are solely focused on our employees and their families," Freescale Chief Executive Officer Gregg Lowe said in a statement.

Freescale has sites in Tianjin and Kuala Lumpur for testing and packaging chips used in automobiles, consumer products, telecommunications infrastructure and industrial equipment.

GSA General Services Agency
(Ahenson Gebawan Hinrai)
Department of Administration
Government of Guam
148 Route 1 Marine Drive, Piti, Guam 96915
Tel: 476-1707-13 Fax: 472-421/476-1716/475-1727

THIS ADVERTISEMENT WAS PAID FOR BY:
OFFICE OF THE GOVERNOR

BID INVITATION

BID NO: GSA-022-14
FOR: MEDICAL REFERRAL ASSISTANCE IN ORANGE COUNTY, CALIFORNIA AND THE NATIONAL CAPITAL REGION, REPUBLIC OF THE PHILIPPINES FOR OFFICE OF THE GOVERNOR

Opening Date: MARCH 25, 2014 **TIME:** 10:00 a.m.
Place: GENERAL SERVICES AGENCY, PITI GUAM

INTERESTED PARTY MAY PICK UP FORM/SPECIFICATIONS AT SAID PLACE

By: **CLAUDIA S. ACFALLE**
Chief Procurement Officer

INVITATION TO BID

GUAM PUBLIC WORKS

GUAM PUBLIC LIBRARY EXTENSION, DESIGN-BUILD (Re Bid Package)
Project No. 540 S-1023-F-AGN

Bid Security: must accompany bid-15% of total bid amount and may be Bid Bond, Certified or Cashier's Check made payable to:

Treasurer of Guam

Non Refundable Fee: \$50.00 (Fifty Dollars) required at payment for each Bid Document.

Availability of Documents: March 10, 2014, 9:00 AM to 4:00 PM, Monday through Friday, at the following address:

Pre Bid Conference: March 18, 2014 10:00 AM

Bid Opening: April 02, 2014 2:00 PM

Carl V. Ocasio
DIRECTOR



The Honorable
EDDIE BAZA CALVO
Governor

The Honorable
RAY TENORIO
Lt. Governor

ATTACHMENT "D"

public works
DIPATTAMENTON CHE'CHO' PUPBLEKO
CARL V. DOMINGUEZ
Director
JESSIE B. PALICAN
Deputy Director

April 17, 2014

SK Construction, Inc. & Giant Construction, Inc.
P.O. Box 12063
Tamuning, Guam 96931

Subject: **Guam Public Library Extension, Design-Build (Re-bid Package)**

Gentlemen:

The Government of Guam has accepted your bid submitted on April 16, 2014 for the subject project and intends to award you the contract in the amount of *Nine Hundred Ninety One Thousand Four Hundred Sixty Six and 72/100 (\$991,466.72)*.

You are therefore required to enter into written contract (forms enclosed) with the Government and to submit for inclusion in the formal contract documents within Fifteen-(15) working days after the receipt of this intent of award the following:

- ✓ 1. Insurance Coverage
- ✓ 2. Written clearance from the Department of Revenue and Taxation
- ✓ 3. Current Contractors License
- 4. Executed formal contract (use original form enclosed)
- ✓ 5. Performance and Payment Bond (use original form enclosed)

Should you require additional information regarding this matter, please contact John F. Calanayan, Acting Chief Engineer at 646-3189/3222. *JFC*

Sincerely,

CARL DOMINGUEZ

Director

2015

CONTRACTOR'S LICENSE

EDDIE BAZA CALVO
Governor of Guam

ATTACHMENT "E"

RAY TENORIO
Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

Giant Construction Corporation

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

A,B,C3,C8,C10,C11,C17,C18,C27,C31,C35,C43 & C54

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 # 4096

GRT # 87906

Certificate # C-0414-0050

Issued: April 28, 2014

Expires: June 30, 2015



Eduardo R. Ordonez
EDUARDO R. ORDONEZ
EXECUTIVE DIRECTOR

2015

CONTRACTOR'S LICENSE

EDDIE BAZA CALVO
Governor of Guam

~~ATTACHMENT "E"~~

RAY TENORIO
Lt. Governor of Guam

Pursuant to the provisions of Chapter VII Title XI of the Government of Guam and the Rules and Regulations of the Contractors License Board, the Executive Director of Contractors hereby issues this license to:

In Chul Chung

RME for: Giant Construction Corporation

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

A,B,C3,C8,C10,C11,C17,C18,C27,C31,C35,C43 & C54

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 # 4056

Signature of LICENSEE
License #

GRT #

Certificate # R-0414-0051

Issued: April 28, 2014

Expires: June 30, 2015



[Signature]
EDUARDO R. ORDONEZ
EXECUTIVE DIRECTOR

ATTACHMENT "E" 9



2014

CONTRACTOR'S LICENSE

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:

S.K. Construction, Inc.

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

B

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.

[Handwritten signature]

Signature of RME
RME #

GRT # 200700288

Issued: June 25, 2013

[Handwritten signature]

Signature of LICENSEE
License # CLB07-0156

Certificate # C-0613-0600

Expires: June 30, 2014

[Handwritten signature]
EDUARDO R. ORDONEZ
EXECUTIVE DIRECTOR

[Handwritten signature]
RICHARD QUIAMEAO
BOARD CHAIRMAN



ATTACHMENT 'F'

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

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.

[x] The offeror is a corporation, partnership, joint venture, or association known as

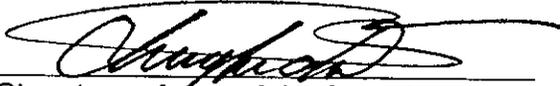
_____ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

| <u>Name</u> | <u>Address</u> | <u>% of Interest</u> |
|------------------------------|---|----------------------|
| <u>Chung, In Chul</u> | <u>211 Biradan Anakko Dededo Guam 96929</u> | <u>52 %</u> |
| Chung, Duak Cheon | 308 E. Harmon Industrial Park, Tamuning Guam 96913 | 48 % |

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 none, please so state]:

| <u>Name</u> | <u>Address</u> | <u>Compensation</u> |
|-------------|----------------|---------------------|
| <u>None</u> | | |

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 15th day of April, 2014.

NOTARY PUBLIC
My commission expires

JOHN YANG
 NOTARY PUBLIC
 In and for Guam, U.S.A.
 My Commission Expires: **Apr. 15, 2016**
 155 E.T. Calvo Memorial Pkwy.,
 Suite 100, Tamuning, GU 96913

AG

.. 17, 2005)

GUAM PUBLIC LIBRARY EXTENSION, DESIGN-BUILD, (Re-Bid Package)

PROJECT No.: 540-5-1023-F-AGN

EDDIE BAZA CALVO
Governor of Guam

PREPARED BY:



**DIVISION OF CAPITAL IMPROVEMENT PROJECTS
CONTRACTS ADMINISTRATION SECTION
DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM**

GUAM PUBLIC LIBRARY EXTENSION, DESIGN-BUILD, (Re-Bid Package)

PROJECT NO. 540-5-1023-F-AGN

**EDDIE BAZA CALVO
GOVERNOR OF GUAM**

PREPARED BY:

**DIVISION OF CAPITAL IMPROVEMENT PROJECTS
CONTRACTS ADMINISTRATION SECTION
DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM**

2014

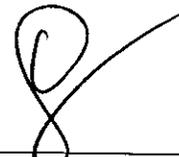
RECOMMEND APPROVAL:



JOHN F. CALANAYAN
Acting Chief Engineer
Department of Public works

Date: 3/4/14

APPROVED BY:



CARL V. DOMINGUEZ
Director
Department of Public works

Date: 3/5/14

**GUAM PUBLIC LIBRARY EXTENTION, DESIGN-BUILD,
(Re-Bid Package)**

PROJECT NO. 540-5-1023-F-AGN

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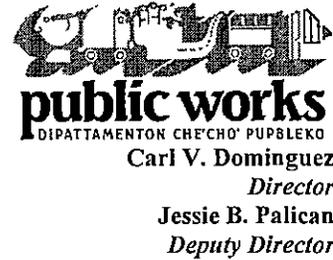
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INVITATION TO BID



The Honorable
EDDIE BAZA CALVO
Governor

The Honorable
RAY TENORIO
Lt. Governor



INVITATION TO BID

The Governor of Guam, Eddie Baza Calvo, through the Director of the Department of Public Works is soliciting sealed bids for the **"Guam Public Library Extension, Design-build, (Re-Bid Package) Project No.: 540-5-1023-F-AGN."**

Sealed bids in duplicate will be received at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, Building "B", Department of Public Works, Government of Guam, no later than **2:00 p.m. April 2, 2014**. At this time and place all bids will be publicly opened and read aloud at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, Building "B", Department of Public Works.

Contract time is three hundred sixty (360) calendar days. All bids must be accompanied by a bid security, in the amount of 15% of the total bid amount. Acceptable forms of bid security may be bid a bond, certified check or cashier's check made payable to the Treasurer of Guam.

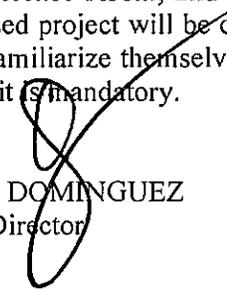
A non-refundable amount of \$50.00 is required as payment for bid documents, which can be obtained from the Contract Administration Technical Services, Building B - Department of Public Works commencing on **March 10, 2014**. A receipt of payment at the cashier at the One Stop Office, Building "A"-Department of Public Works should be presented when applying for the bid documents.

The Department of Public Works hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color and national origin in consideration for an award.

No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 in GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall for his employer on the property of the government of Guam other than a public highway as per Guam Code Annotated, Title 5, Section 5253(a),(b),(c),(d).

The right is reserved to reject any or all bids and to waive any imperfection in the bids in the interest of the Government of Guam.

A pre-bid conference will be held on **March 18, 2014 at 10:00 a.m.** at the Division of Capital Improvement Projects, Chief of Engineer's Conference Room, 2nd Floor, Building "B", Department of Public Works. A site investigation on the proposed project will be conducted immediately after the pre-bid conference, to allow prospective bidders to familiarize themselves with the project's site conditions. Attendance for the pre-bid conference and site visit is mandatory.


CARL V. DOMINGUEZ
Director

INSTRUCTION
TO
BIDDERS

INSTRUCTION TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

Sealed bids in duplicate for the “**Guam Public Library Extension, Design-Build, (Re-Bid Package), Project No.: 540-5-1023-F-AGN**” will be received by the Department of Public Works at the Division of Capital Improvement Projects-Contracts Administration Section. Bids will be publicly opened and read aloud shortly afterwards at the Division of Capital Improvement Projects-Contracts Administration Section, Building “B”, Department of Public Works.

Bids shall be made on the forms furnished by the Department of Public Works and shall be enclosed in a sealed envelope addressed to the Director of Public Works, Government of Guam, 542 North Marine Drive, Tamuning, Guam 96911 and endorsed with the name of the bidder and the title “**Guam Public Library Extension, Design-Build, (Re-Bid Package), Project No.: 540-5-1023-F-AGN**”

Attention is called to the fact that bidders not only offer to assume the obligations and liabilities imposed upon the Contractor in the form of contract, but expressly make certain of the representations and warrants made therein. No effort is made to emphasize any particular provision of the contract, but bidders must familiarize themselves with every provision and its effect.

2. TIME OF COMPLETION

The Contractor shall commence work on the date specified in the Notice to Proceed. **The project shall be completed within three hundred sixty (360) calendar days**, complete and ready for use.. In the event the Contractor does not complete the work within the time specified, liquidated damages will be assessed as stated in Section 5 of the Special Provisions.

3. PLANS AND SPECIFICATIONS

This invitation for bids consists of the following documents:

- a) Bid Invitation Documents
 1. Invitation to Bid
 2. Instructions to Bidders

b) Bid Submittal Documents

1. Bid
2. Bid Form
3. Major Shareholders Disclosure Affidavit
4. Non-Collusion Affidavit
5. Affidavit Re No Gratuities or Kickbacks
6. Affidavit Re Ethical Standards
7. Declaration Re Compliance with U.S. DOL Wage Determination
8. Affidavit Re Contingent Fees

c) Contract Documents

1. Formal Contract
2. Special Provisions
3. General Conditions
4. General Scope of Work
5. Prevailing Wage Rates
6. Plans
7. Submit current Contractors License issued by Guam Contractors Licensing Board

4. PREPARATION OF BID

The bidder must submit his bid on the forms furnished by the Department of Public Works. All blank spaces in the bid forms must be correctly filled in where indicated and the bidder must state the prices in words and numerals for which he proposes to do each item of the work contemplated or furnish each item of the materials required. In case of conflict between words and numerals, the words, unless obviously incorrect will govern.

The bidder shall sign his bid in the blank space provided therefore. If this bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners, if made by a corporation by one of the authorized officers thereof.

5. BID SECURITY

Each bid must be accompanied by a deposit in the amount of not less than fifteen percent (15%) of the total bid price for which award can be made. Such deposit may be in the form of

a bid bond, cashier's check or certified check made payable to the Treasurer of Guam. Should the successful bidder fail or refuse to execute and deliver the contract and performance and payment bonds required within fifteen (15) calendar days after acceptance of his bid by the Government, he shall forfeit to the Government of Guam as liquidated damages for such failure or refusal the security deposited with his bid

6. NON-COLLUSION AFFIDAVIT

Each person submitting a bid for any portion of the work covered by the bid documents shall execute an affidavit, in the form provided with the bid, to the effect that he has not colluded with any other person, firm or corporation in regards to any bid submitted. Such affidavit shall be attached to the bid.

7. RIGHT TO ACCEPT AND REJECT BIDS

The Government of Guam reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in its sole and absolute judgment will under all circumstances best serve the Government's interests. In the event that the successful bidder fails to execute the contract upon his part, the Government reserves the option to accept the bid of any other bidder within ten (10) working days from such default, in which case such acceptance shall have the same effect as to such bidder as though he was the originally successful bidder.

8. METHOD OF AWARD

a. Bidding procedure involving only a BASE BID:

If the base bid is within the amount of funds available to finance the construction contract, contract award will be made to that responsible bidder submitting the low base bid.

b. Bidding procedure involving a BASE BID and ADDITIVE BIDS:

If the base bid is within the amount of funds available to finance the construction contract and the Owner wishes to accept additive bid, contract award will be made to that responsible bidder submitting the low combined bid, consisting of the base bid plus additive bids (applied in the numerical order as read on the bid form). Under this procedure, if the Owner wishes to award on only the base bid, then the contract award will be made to that responsible bidder submitting the low base bid. Award will be made to that responsible bidder submitting the lowest bid.

c) **Bidding procedure involving BID ITEMS:**

Under this procedure, contract award will be made to that responsible bidder submitting the lowest bid on a bid item or bid items.

9. COMPETENCY OF BIDDERS

The Government may require bidders to present satisfactory evidence that he has sufficient experience and he is fully prepared with necessary capital, material, machinery and skilled workmen and supervision staff to carry out the contract satisfactorily.

Accordingly, the Contractor must submit for review the following statements upon request:

- a) Experience on similar work.
- b) Past performance of firm in accomplishing government projects in agreed time.
- c) Availability of plant, machinery and other equipment necessary for work.
- d) Quality of work presently performed for Government of Guam or other agencies.
- e) Contractor's diligence in carrying out responsibility.
- f) Record of good owner-contractor relationship.
- g) Previous record of bids qualification.
- h) Quality of supervisory personnel and areas of their performance.
- i) Record of past performance of government contracts including record of default and nonpayment of obligations.
- j) Possession of Government of Guam appropriate contractor's license.
- k) Financial resources.

Financial resources report shall be dated not more than six (6) months prior to bid opening, must be prepared by a certified accountant and shall contain at least the following information:

- 1) Total Assets
- 2) Total Liabilities
- 3) Total Current Assets
- 4) Total Current Liabilities
- 5) Bonding Capability

Any bidder who at the time of bidding is determined liable to pay liquidated damages for delay in completion of the last two works contracted from the Government of Guam will be automatically rejected.

10. MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the Government may require, to revise the specifications or drawings or both prior to the date set for opening bids. Such revisions, if any, will be announced by an addendum or addenda to this invitation for bid. If the addenda are of a nature which requires material changes in quantities or prices to be bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the addendum will include an announcement of the new date for opening bids.

11. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 Section 11107 of the Guam Procurement Regulations.

12. REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES

The Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

13. ACCESS TO RECORDS AND OTHER REVIEW:

The Contractor, including its subcontractors, if any, shall maintain books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the Government. Each subcontract by the Contractor made pursuant to this Agreement shall include a provision containing the conditions of this Section.

14. DISCLOSURE OF MAJOR SHAREHOLDERS:

- a) As a condition of bidding, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12)-month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole

INSTRUCTIONS TO BIDDERS

Guam Public Library Extension, Design-Build, (Re-Bid Package)
Project No. 540-5-1023-F-AGN

proprietorship or corporation which have been held by each such person during the twelve (12)-month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. ***Failure to submit the affidavit concerning commissions paid shall be deemed non-responsive and cause for rejection of the bid upon opening***

-END OF INSTRUCTION TO BIDDERS-

BID FORMS

ORIGINAL

BID PRICE FORM

Date: April 15, 2014

To: Director of Public Works
Government of Guam
542 North Marine Drive
Tamuning, GU 96913

Gentlemen:

The undersigned (hereafter called the Bidder), a

Giant / SK Construction Co.

(Corporation, Partnership or Individual)

organized and/or licensed to do business under the laws of Guam, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the Guam Public Library Extension, Design-Build (Re-Bid Package)

all in accordance with the drawings, specifications and other contract documents prepared by the Department of Public Works for the sum of Nine Hundred Ninety One Thousand Four Hundred Sixty & 72 Cents (\$991,466.72) 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 bid form attached hereto.

The undersigned has examined the location of the proposed work, the drawings, specifications and other contract documents and is familiar with the local conditions at the place where the work is to be performed.

The bid security attached, without endorsement, in the sum of not less than fifteen percent (15%) of the total amount of the bid, is furnished to the Government as a guarantee that the contract will be executed and a performance and payment bond furnished within fifteen (15) calendar days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this bid, the bid security shall be forfeited as liquidated damages for the delay and additional work and costs caused thereby in obtaining another bidder, said being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within fifteen (15) working days after receipt of such notice.

BID FORM

Guam Public Library Extension, Design-Build, (Re-Bid Package)
Project No. 540-5-1023-F-AGN

BF-1

BASIC BID ITEM I:

| Description | Quantity | Unit Cost | Total Cost |
|--|----------|------------|------------|
| The scope of work is to provide design and construction services for the Guam Public Library at Hagatna as stated on the General Statement of Work, complete and ready for use. | | | |
| 1. Architectural and Engineering Design (includes; Civil, Architectural, Structural, Mechanical, and Electrical Designs) | LS | 54,983.65 | 54,983.65 |
| 2. Construction Cost | | | |
| Building 1 (Child Development) | | | |
| a.) First Floor | LS | 243,430.20 | 243,430.20 |
| b.) Second Floor | LS | 243,430.20 | 243,430.20 |
| Building 2 (Internet Café) | | | |
| a) First Floor | LS | 171,001.44 | 171,001.44 |
| 3. Collateral Equipment | LS | 141,064.26 | 141,064.26 |
| 4. Parking Modification | LS | 62,039.25 | 62,039.25 |
| 5. Mitigation/Improvement of Existing Building | LS | 55,428.82 | 55,428.82 |
| 6. Archaeological Services Provide Archaeological Services as stated on the General Statement of Work. | | | |
| TASK I: Provide detailed Scope of Work that includes a historic context of the building as stated in the General Statement of Work. | LS | 6,088.90 | 6,088.90 |
| TASK II: Provide subsurface testing when Significant Findings warrants as stated on the General Statement of Work. | LS | 3,800.00 | 3,800.00 |
| TASK III: Provide analysis of all artifacts collected, charcoal samples, etc. as stated on the General Statement of Work. | LS | 3,400.00 | 3,400.00 |
| TASK IV: Provide a NPS-Certified Historic Architect to conduct inspection, determination and recommendation on the 1 st floor affected by the new construction as stated on the General | LS | 3,600.00 | 3,600.00 |

BID FORM

Guam Public Library Extension, Design-Build. (Re-Bid Package)
Project No. 540-5-1023-F-ACIN

| | | | |
|--------------------|--|--|--|
| Statement of Work. | | | |
|--------------------|--|--|--|

| | | | |
|---|----|----------|------------|
| TASK V: Provide detailed Management Summary as stated on the General Statement of Work. | LS | 3,200.00 | 3,200.00 |
| Total Cost: | | | 991,466.72 |

Total lump sum cost, as per plan and the general scope of work, complete and ready for use:

Nine Hundred Ninety One Thousand Four Hundred Sixty Six 72/100 (\$ 991,466.72)

Method of award will be under Section 8, Paragraph (a) Bidding procedure involving base BID of Instruction to Bidders.

BID BOND

(to be submitted together with the Bid Forms)

BID BOND

BOND NO. KIC-13390-B

KNOW ALL MEN BY THESE PRESENTS, that GIANT CONSTRUCTION CORPORATION

(Name of Contractor)

as Principal, hereinafter called the Principal and DONGBU INSURANCE CO., LTD.

(Name of Surety)

a duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety, are held and firmly bound unto the Territory of Guam for the sum of 15% OF TOTAL BID AMOUNT Dollars (\$ 15% OF TOTAL BID AMOUNT), for payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for “**GUAM PUBLIC LIBRARY EXTENSION, DESIGN-BUILD, (RE-BID PACKAGE)**”, **PROJECT NO. 540-5-1023-F-AGN**”.

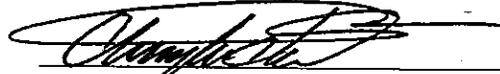
NOW THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall not withdraw said bid within sixty (60) calendar days after the opening of bids, and shall within fifteen (15) calendar days after the prescribed forms are presented to him for signature, enter into a Contract with the Territory of Guam in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered

BID BOND
Guam Public Library Extension, Design-Build, (Re-Bid Package)
Project No.: 540-5-1023-F-AGN

by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10TH day of APRIL, 2014

GIANT CONSTRUCTION CORPORATION



(PRINCIPAL) (SEAL)

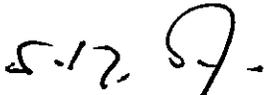


Vennessa Francisco

(WITNESS)

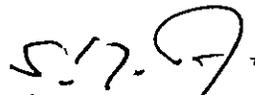
Surety Division Clerk

(TITLE)



JEONG NAM KIM

(MAJOR OFFICER OF SURETY)



JONGYONG CHOI

(MAJOR OFFICER OF SURETY)

PRESIDENT & CEO

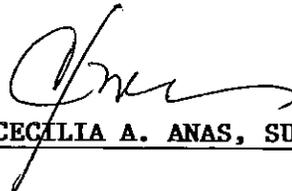
(TITLE)

SR. EXECUTIVE VP

(TITLE)

MOYLAN'S INSURANCE UND., INC.

(RESIDENT GENERAL AGENT)



CECILIA A. ANAS, SURETY DIVISION MANAGER

BID BOND
Guam Public Library Extension, Design-Build, (Re-Bid Package)
Project No.: 540-5-1023-F-AGN

GOVERNMENT OF GUAM
 DEPARTMENT OF REVENUE AND TAXATION
 OFFICE OF THE INSURANCE COMMISSIONER
CERTIFICATE OF AUTHORITY

RENEWAL COA218

Know All Men By These Presents That:

Name DONGBU INSURANCE COMPANY, LTD.

Address 21-9 CHO-DONG, CHUNG-GU CPO BOX 658
 SEOUL, KOREA 100-796

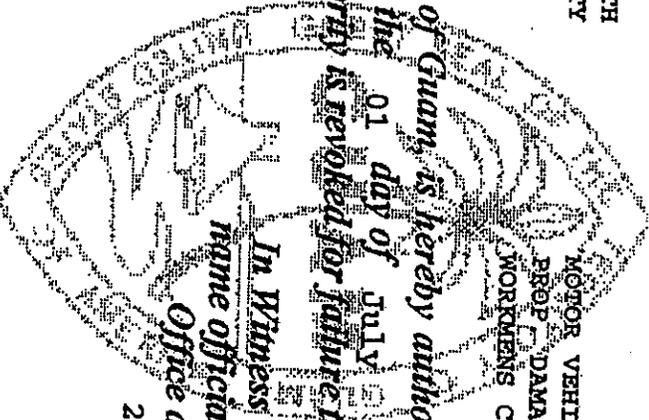
Classes of Insurance Authorized

- 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 *, 20* 13 *, to the* 01 *day of* July *, 20* 14 *, unless authority is revoked for failure to comply with the law.*

General Agent(s):

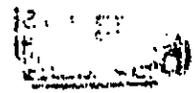
MOYLAN'S INSURANCE UNDERWRITERS INC



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 24 *day of* May *A.D.* 20 13.

Artemio B. Ilagan
 ARTEMIO B. ILAGAN
 Insurance Commissioner

POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS :

That I, JEONG NAM KIM, Chief Executive Officer of Dongbu Insurance Co., Ltd., a corporation duly organized and existing under and by virtue of the laws of the Republic of Korea, having its principal office at the address of #891-10, Daechi-Dong, Kangnam-Gu, Seoul, the Republic of Korea, does hereby nominate, constitute and appoint SUNG MIN OH, Branch Manager of the Company's Guam Branch at 233 Julale Center, 424 West O'Brien Drive, Hagatna, Guam 96910, my true and lawful attorney-in-fact to make, execute, seal and deliver any and all bonds, undertakings, contracts and other writings of suretyship for the Company and in my behalf.

IN WITNESS WHEREOF, Dongbu Insurance Co., Ltd. has caused these presents to be signed by me and the Corporate Secretary, and to be affixed of its corporate seal thereunto on this 11th day of June, 2010.

DONGBU INSURANCE COMPANY LIMITED

JEONG NAM KIM
President and CEO

CHANG SEOB KIM
SECRETARY

POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS:

That Dongbu Insurance Co., Ltd., a corporation organized and existing under and by virtue of the laws of the Republic of Korea, having its principal office at the address of #891-10, Daecheong-Dong, Kangnam-Gu, Seoul, the Republic of Korea, does hereby nominate, constitute and appoint Maylan's Insurance Underwriters, Inc., a corporation organized and existing under and by virtue of the laws of the Territory of Guam, having its principal office at the address of 102 Julate Center, 424 West O'Brien Drive, Hagatna, Guam 96910, its true and lawful attorney-in-fact to make, execute, seal and deliver on its behalf any and all bonds, undertakings, contracts and other writings of suretyship for it and on its behalf.

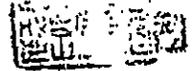
IN WITNESS WHEREOF, Dongbu Insurance Co., Ltd. has caused these presents to be signed by its Chief Executive Officer and the Corporate Secretary, and to be affixed of its corporate seal thereunto on this 11th day of June, 2010.

DONGBU INSURANCE COMPANY LIMITED

JEONG NAM KIM
President and CEO

CHANG SEOB KIM
SECRETARY

POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS:

That DONGBU INSURANCE CO., LTD. (the "Company"), a corporation duly organized and existing under the laws of the Republic of Korea, and having its principal office at the address of Dongbu Financial Center, 891-10 Daechi-dong, Gangnam-gu, Seoul, the Republic of Korea, does hereby make, constitute and appoint SUNG MIN OH, the Company's Guam Branch Manager, as its true and lawful attorney-in-fact, for it, and in its name, place and stead to negotiate and take any and all necessary acts and actions, including opening bank accounts, selling real and personal property acquired by the Company in the course of its business, making investment decisions and complying with all requirements to conduct business and operate in the United States territory of Guam, the Commonwealth of the Northern Mariana Islands, the Republic of Palau, the Federated States of Micronesia and the Republic of the Marshall Islands. The Company hereby gives and grants unto SUNG MIN OH the full power and authority to do and perform any and all acts and take all actions whatsoever, required, necessary or proper to be done for the Company's operations, as fully, to all intents and purposes, as it might or could do with full power of substitution and revocation. The Company hereby acknowledges, ratifies and confirms all that its attorney, or his substitute, shall lawfully do, or cause to be done, by virtue hereof.

IN WITNESS WHEREOF, the Company has caused its corporate name to be subscribed hereon by its President and CEO, and its corporate seal to be affixed, attested by its Secretary on this 11th day of June, 2010.

DONGBU INSURANCE COMPANY LIMITED

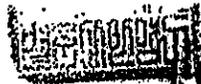
JEONG NAM KIM
President and CEO

Acknowledged

SUNG MIN OH
GUAM BRANCH MANAGER

Attest:

CHANG SEOB KIM
SECRETARY



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS :

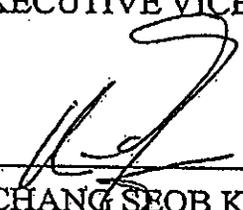
That I, JONGYONG CHOI, Senior Executive Vice President of Dongbu Insurance Co., Ltd., a corporation duly organized and existing under and by virtue of the laws of the Republic of Korea, having its principal office at the address of #891, Daechi-Dong, Kangnam-Gu, Seoul, the Republic of Korea, does hereby nominate, constitute and appoint SUNG MIN OH, Branch Manager of the Company's Guam Branch at 233 Julale Center, 424 West O'Brien Drive, Hagatna, Guam 96910, ~~my true and lawful attorney-in-fact to make, execute, seal and deliver~~ any and all bonds, undertakings, contracts and other writings of suretyship for the Company and in my behalf.

IN WITNESS WHEREOF, Dongbu Insurance Co., Ltd. has caused these presents to be signed by me and the Corporate Secretary, and to be affixed of its corporate seal thereunto on this 1st day of July, 2010.

DONGBU INSURANCE COMPANY LIMITED

J. Y. Choi

JONGYONG CHOI
SENIOR EXECUTIVE VICE PRESIDENT


CHANG SEOB KIM
SECRETARY

FORMAL CONTRACT

CONTRACT NO. _____

CONTRACT

S.K. Construction, Inc. & Giant Construction, Inc. (Joint Venture)
(Contractor)

Public Works
(Department)

2014

Contract for: **Guam Public Library Extension, Design-Build, (Re-Bid Package)**
Project No.: **Project No.540-5-1023-F-AGN**

Amount: **\$ 991,466.72**

Place: **Hagatna, Guam**

FORMAL CONTRACT
Guam Public Library Extension, Design-Build, (Re-Bid Package)
Project No.: 540-5-1023-F-AGN

FC-1

RECD BY:

ARIEL C. EXAROLA
C. Exarola 5/9/14
@ 11:40 AM.

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 S.K. Construction, Inc. & Giant Construction, Inc. (Joint Venture), a partnership of Guam, hereinafter called the "Contractor", party of the second part.

WITNESSETH, That whereas the Government intends to perform the **“Guam Public Library Extension, Design-Build, (Re-Bid Package), Project No.: 540-5-1023-AGN”**, hereinafter called the "Project", in accordance with the drawings, specifications and other contract documents 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_____ | _____March 24, 2014_____ |
| _____2_____ | _____April 07, 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 three**

FORMAL CONTRACT
Guam Public Library Extension, Design-Build, (Re-Bid Package)
Project No.: 540-5-1023-F-AGN

hundred sixty (360) calendar days of the commencement of the contract time as stated in the Instructions 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 subcontractor and the Government.

II. SUBJECT TO AVAILABILITY OF FUNDS, THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, *the contract amount of Nine Hundred Ninety One Thousand Four Hundred Sixty Six Dollars and Seventy Two Cents (\$ 991,466.72) plus* any and all 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 General Conditions of the contract, all in accordance with the terms as stated in the contract documents.

(a) Progress payments will be made as specified in the General Conditions.

III. CONTRACT DOCUMENTS: It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, 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 herein, and are designated as follows:

- a) Invitation to Bid
- b) Instructions to Bidders
- c) Bid Form
- d) Formal Contract
- e) Special Provisions
- f) General Conditions
- g) Prevailing Wage Rates

FORMAL CONTRACT
Guam Public Library Extension, Design-Build, (Re-Bid Package)
Project No.: 540-5-1023-F-AGN

- h) Plans
- i) Addendum(s)

IV. LIQUIDATED DAMAGES: The Contractor further agrees to pay to the Government the amount *of one-fourth of one percent (0.25%) of the contract value per calendar day*, not as a penalty, but as a reasonable liquidated damages for breach of this contract by the Contractor by his failing, neglecting or refusing to complete the work within the time herein specified and said sums shall be paid for each consecutive calendar day thereafter 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. WARRANTY: The Contractor hereby warrants that the equipment listed in the General Statement of Work shall be free of defect for a period of one year from the date of occupancy permit. Contractor further agrees to repair or replace, at no cost to the Owner, any equipment (including air conditioner listed in the General Statement of Work that fails during the first year.

VI. 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 such 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 the purpose of securing business.

VII. 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

FORMAL CONTRACT
Guam Public Library Extension, Design-Build, (Re-Bid Package)
Project No.: 540-5-1023-F-AGN

not commit or permit any act which will interfere with the performance of work by any other contractor.

VIII. 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. In the meantime the Contractor shall diligently proceed with the work as directed.

IX. CONTRACT BINDING. It is agreed that this contract and all of the Covenants hereof shall inure 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 will contract for or in any other manner have or acquire any lien upon the building or works covered by this contract, or the land upon which the same is situated.

X. RESTRICTION. The service provider warrants that no person in its employment who has been convicted of sex offense under the provisions of chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the service provider while on government of Guam property, with exception of public highways. If any employee of the service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will remove

FORMAL CONTRACT
Guam Public Library Extension, Design-Build, (Re-Bid Package)
Project No.: 540-5-1023-F-AGN

immediately such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

XI. INDEMNITY. Contractor agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this contract.

XII. CLAIMS AGAINST GOVERNMENT. The Contractor expressly recognizes that the Government Claims Act (Title 5 of the Guam Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Contractor against the Government if the claim arises out of or in connection with this agreement. The Contractor also expressly recognizes that all other claims by the Contractor against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Annotated, Chapter 5).

XIII. CONSENT TO JURISDICTION. The Contractor hereby expressly consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by the Guam Procurement Law. The Contractor waives any and all rights it may otherwise have to contest the same or to

FORMAL CONTRACT
Guam Public Library Extension, Design-Build, (Re-Bid Package)
Project No.: 540-5-1023-F-AGN

proceed in a different jurisdiction or forum.

XIV. MANDATORY REPRESENTATION BY CONTRACTOR REGARDING GENERAL ETHICAL STANDARDS (2 GAR Div. 4 11103 (b)). With respect to this Agreement and any other contract that the Contractor may have, or wish to enter into, with any Government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

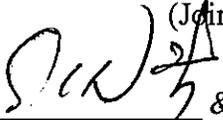
XV. MANDATORY REPRESENTATION BY THE CONTRACTOR REGARDING PROHIBITION AGAINST GRATUITIES AND KICKBACKS (2 GAR Div. 4 11107(e)) With respect to this Agreement and any other contract that the Contractor may have or wish to enter into with any Government of Guam agency, the Contractor represents that he has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

FORMAL CONTRACT
Guam Public Library Extension, Design-Build, (Re-Bid Package)
Project No.: 540-5-1023-F-AGN

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

CONTRACTOR
S.K. Construction, Inc. & Giant Construction, Inc.
(Joint Venture)

GOVERNMENT

 & 

CARL V. DOMINGUEZ
Director
Department of Public Works

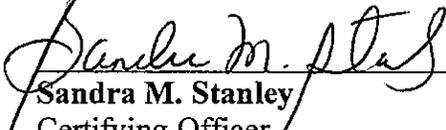
Sin, Yang Sik **Chung, In Chul**
President President

Date: _____

Date: 5/8/2014 , 5/8/2014

Joseph Artero-Cameron
President
Department of Chamorro Affairs

CERTIFIED FUNDS AVAILABLE:


Sandra M. Stanley
Certifying Officer
Guam Public Library

Date: _____

Allotment No.: 5101H111800IB111-450

CLEARED AS PER BBMR'S REVIEW:

Amount: \$ 991,466.72

JOHN A. RIOS
Director
Bureau of Budget Management and Research

APPROVED AS TO LEGALITY AND FORM:

Date: _____

LEONARDO M. RAPADAS
Attorney General

Date: _____

APPROVED:

EDDIE BAZA CALVO
Governor of Guam

Date: _____

FORMAL CONTRACT
Guam Public Library Extension, Design-Build, (Re-Bid Package)
Project No.: 540-5-1023-F-AGN

S.K. Construction, Inc. & Giant Construction, Inc.
P.O. Box 12063 Tamuning, Guam 96931
Tel: (671) 647-2092 Fax: (671) 647-2094

JOINT VENTURE TEAMING AGREEMENT

This Teaming Agreement (hereinafter "Agreement") is entered into and made effective as of this 10th day of April 10, 2014 by and between **S.K. Construction, Inc.**, whose principal place of business is located at 201 East Harmon Industrial Road, Harmon, Guam 96913 (hereinafter "S.K." or "Contractor"), and **Giant Construction Co., Inc.** whose principal place of business is located at PO Box 9578 Tamuning Guam 96931, ("Giant")

As teaming partners, S.K. and Giant have agreed to team exclusively on the Prime Contract under an arrangement where neither party shall perform its respective scope of work without the other firm.

Contractor and Subcontractor agree as follows:

1.0 Contract Documents

- 1.1 **Prime Contract.** Upon award, Contractor shall execute the Prime Contract with the Owner for complete performance of the Prime Contract. The Prime Contract, together with its addenda, supplements, amendments, changes or additions, and the Plans and Specifications shall constitute the Contract Documents.
- 1.2 **Bound by Contract Documents.** Pursuant to this Agreement, Subcontractor agrees to perform Contractor's scope of work, as required, under the Prime Contract (hereinafter "Work"). Except as may be expressly provided otherwise in this Agreement, the Subcontractor shall be bound to the Contractor by the terms and conditions of the Contract Documents and assumes toward the Contractor all duties, obligations and responsibilities that the Contractor, by those documents, shall assume toward the Owner. Subcontractor's rights and remedies against the Contractor under this Agreement shall be limited by and shall not exceed the Contractor's rights and remedies against the Owner under the Prime Contract. Subcontractor shall not have any direct contact with the Owner or Architect on this Project without the Contractor's prior approval. The provisions of the Agreement and the Contract Documents shall be intended to supplement and complement each other. If, however, any provisions of this Agreement irreconcilably conflict with another provision or with a provision of the Contract Documents, the provision imposing the greater duty on the Subcontractor shall govern.
- 1.3 **Review of Contract Documents.** Subcontractor shall acknowledge that it has inspected the Contract Documents pertinent or applicable to its scope of work and its rights and responsibilities under this Agreement. Subcontractor shall notify the Contractor in writing of any discrepancy, error or inconsistency discovered in the Contract Documents as soon as possible and prior to commencement of its work.
- 1.4 **Preliminary Contract Documents.** If this Agreement is based on preliminary, outline or otherwise unfinished Plans, Specifications or other Contract Documents, the Subcontractor shall accept responsibility for coordinating with the Contractor, the Owner, the Architect and the Engineer during the development of the final Plans, Specifications or other Contract Documents so as not to impose additional work or cost to the Contractor or other Subcontractors, or to cause an increase in the Subcontract Price. If the final Plans and

Specifications or other Contract Documents change the scope or character of the work under this Subcontract, then the Subcontract Price will be equitably adjusted based on the extent of such changes, subject to the Contractor's receipt of an equivalent adjustment under the Prime Contract.

- 2.0 **Scope of Work** . Contractor and Subcontractor shall act as independent contractors in the performance of this Agreement, and neither Party shall act as an agent for or partner of the other Party for any purpose under this Agreement. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein.
- 3.0 **Timeframes** . Specific timeframes that affect this Agreement are as follows:
- 3.1 **Delay or Stoppage of Work** .
- 3.1.1 **Delay** . If completion of the work is delayed due to a combination of circumstances, including delays by the Contractor and/or Subcontractors, any damages assessed against the Contractor shall be apportioned to the various Subcontractors in accordance with their degree of responsibility as determined by the Contractor.
- 3.1.2 **Termination** . If the Owner shall, with or without cause, terminate the Prime Contract, stop or suspend the work, fail to pay the Contractor any sum when due or default under the Prime Contract, the Contractor may stop or suspend the work hereunder and shall be liable to the Subcontractor for all expenses borne by the Subcontractor prior to the suspension of work.
- 4.0 **Bonding**. The Giant, as part of this Agreement specific to the Prime Contract, will provide bonding support to the Contractor, S.K., in order to jointly provide the required bonding for the project.
- 4.1 **Legal Responsibility**. This Agreement creates a legal responsibility on the Contractor as well as the Subcontractor to the Owner through the provision of payment and performance bonds by the Subcontractor. An indemnity agreement is signed by the Contractor and the Subcontractor obligating the Contractor to perform the Work in its entirety under the Prime Contract in accordance with the Contract Documents, and in the event that the Contractor fails to perform the Work under the Prime Contract, the Subcontractor will remedy the default.
- 5.0 **Proprietary Information**. During the term of this Agreement, it may be necessary for either party to disclose proprietary information to the other. Such information must be in writing, clearly identified as proprietary information, and marked with a notice stating any restriction as to its use. Each party agrees not to disclose the proprietary information of the other party to unauthorized parties, and each shall take the same precautions as it normally takes to safeguard its own proprietary information. None of the parties shall be liable for the inadvertent or accidental disclosure of such information, if such disclosure occurs despite the exercise of these precautions. Neither of the parties shall use the other's proprietary information for any purpose other than that is required for the performance of this Agreement. Neither party assumes responsibility for the release of the other's proprietary information by the United States Government pursuant to the Freedom of Information Act or any other similar regulation. Proprietary information shall be delivered only to the individuals authorized in writing by the other party to receive such data. Proprietary information shall remain the property of the furnishing party and shall be returned promptly upon request. The obligations of the

parties under this provision concerning proprietary information of data shall terminate twelve (12) months after the final completion of the Contract.

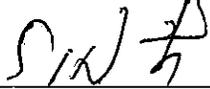
- 6.0 **Authorization** . Each party warrants that the representatives signing this Agreement are authorized to enter into this Agreement on behalf of the respective parties and further warrants that each party respectively has agreed to all of the terms and conditions of the Agreement.
- 7.0 **Notice**. Any notice required by this Agreement shall be sent by registered or certified mail with the United States Postal Service, return receipt requested, to the following address:

Sin, Yang Sik
President
S.K. Construction, Inc.
P.O. Box 12063
Tamuning, Guam 96931

Chung, In Chul
President
Giant Construction Co., Inc.
PO Box 9578
Tamuning Guam 96931

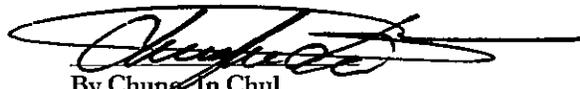
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the month , day,
And year first above written.

S.K. Construction, Inc.



By Sin, Yang Sik
President

Giant Construction Co., Inc.



By Chung, In Chul
President

**PERFORMANCE
AND PAYMENT
BOND**

PERFORMANCE AND PAYMENT BONDS

KIC-13403-PF/PM

KNOW ALL MEN BY THESE PRESENTS that GIANT CONSTRUCTION CORPORATION

(Name of Contractor)

hereinafter called the Contractor and DONGBU INSURANCE CO., LTD.

(Name of Surety)

a corporation duly organized under the laws of the State of KOREA and authorized to transact business in 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 NINE HUNDRED NINETY-ONE THOUSAND FOUR HUNDRED SIXTY SIX & 72/100 Dollars

(\$ 991,466.72) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written Agreement dated APRIL 25, ~~XXXX~~ 2014

entered into a Contract with the Government for the "Guam Public Library Extension, Design-Build, (Re-Bid Package), Project No.: 540-5-1023-F-AGN" in accordance with Drawings and Specifications 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 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 in default 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 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 subcontractor 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 forty five (45) 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 forty five (45) 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.

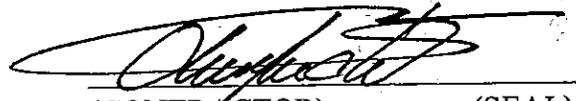
F. The amount of the payment bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

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

IN THE PRESENCE OF:

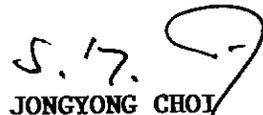
GIANT CONSTRUCTION CORPORATION
(Note: If the Principals are Partners, each must execute the Bond)


VENESSA FRANCISCO
(WITNESS)


(CONTRACTOR) (SEAL)

SURETY DIVISION CLERK
(TITLE)

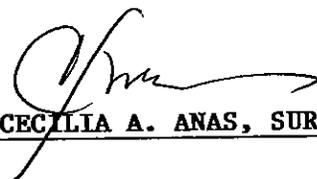

JEONG NAM KIM
(MAJOR OFFICER OF SURETY)


JONGYONG CHOI
(MAJOR OFFICER OF SURETY)

PRESIDENT & CEO
(TITLE)

SR. EXECUTIVE VP
(TITLE)

MOYLAN'S INSURANCE UND., INC.
(RESIDENT GENERAL AGENT)


CECILIA A. ANAS, SURETY DIVISION MANAGER

GOVERNMENT OF GUAM
DEPARTMENT OF REVENUE AND TAXATION
OFFICE OF THE INSURANCE COMMISSIONER
CERTIFICATE OF AUTHORITY

RENEWAL GOA218

Know All Men By These Presents That:

Name DONGBU INSURANCE COMPANY, LTD.

Address 21-9 CHO-DONG, CHUNG-GU
SEOUL, KOREA 100-796

CPO BOX 658

Classes of Insurance Authorized

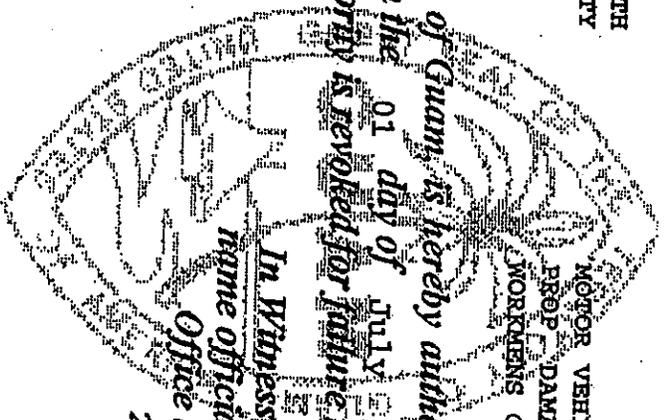
- ACCIDENT & HEALTH
- FIDELITY & SURETY
- FIRE
- MARINE
- MISCELLANEOUS
- MOTOR VEHICLE
- PROP DAMAGE & LIABILITY
- WORKMENS COMP

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, 20 14, unless authority is revoked for future to comply with the law, 20 13, to the 01 day of July, 20 14.

General Agent(s):

ROYLAN'S INSURANCE UNDERWRITERS 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 24 day of May A.D. 20 13.



Artemio B. Ilagan
ARTEMIO B. ILAGAN
Insurance Commissioner

등부 2010 년 제 1386 호

Registered No. 2010 - 1386

인 증

NOTARIAL CERTIFICATE

위 위임장 에

Hong Min, Jang
attorney - in fact of

기재된

동부화재해상보험(주)
대표이사 김정남

Jeong Nam, Kim
President of
Dongbu Insurance CO., LTD.

의

appeared

대리인 장홍민 는

before me and admitted said
principal's subscription to the
attached

본 공증인의 면전에서 위 본인이
서명날인 한 것임을 자인하였다.

POWER OF ATTORNEY

2010년 6월 22일

This is hereby attested on
this 22nd day of June
2010 at this office.

이 사무소에서 위 인증한다.

서울중앙지방법 검찰청 소속

BELONG TO SEOUL CENTRAL DISTRICT PROSECUTORS' OFFICE

공증인가 필동합동법률사무소

THE PILDONG LAW & NOTARIAL OFFICE

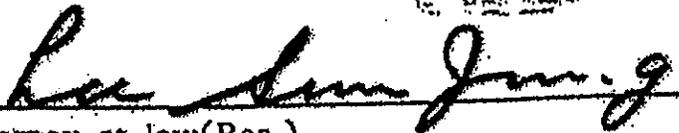
서울특별시 중구 필동1가 39번지1호

39-1.PIL-DONG 1GA, JUNG-KU, SEOUL, KOREA

공증담당

변호사

이 선 중

Attorney at law(Rep.)

This office has been authorized by the Minister of Justice
the Republic of Korea, to act as Notary Public since
July 15, 1981 under Law No. 4544.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That Dongbu Insurance Co., Ltd., a corporation organized and existing under and by virtue of the laws of the Republic of Korea, having its principal office at the address of #891-10, Daedong, Kangnam-Gu, Seoul, the Republic of Korea, does hereby nominate, constitute and appoint Maylan's Insurance Underwriters, Inc., a corporation organized and existing under and by virtue of the laws of the Territory of Guam, having its principal office at the address of 11 Julale Center, 424 West O'Brien Drive, Hagatna, Guam 96910, its true and lawful attorney-in-fact to make, execute, seal and deliver on its behalf any and all bonds, undertakings, contracts and other writings of suretyship for it and on its behalf.

IN WITNESS WHEREOF, Dongbu Insurance Co., Ltd. has caused these presents to be signed by its Chief Executive Officer and the Corporate Secretary, and to be affixed with its corporate seal thereunto on this 11th day of June, 2010.

DONGBU INSURANCE COMPANY LIMITED

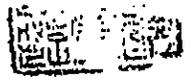


JEONG NAM KIM
President and CEO



CHANG SEOB KIM
SECRETARY

POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS:

That DONGBU INSURANCE CO., LTD. (the "Company"), a corporation duly organized and existing under the laws of the Republic of Korea, and having its principal office at the address of Dongbu Financial Center, 891-10 Daechi-dong, Gangnam-gu, Seoul, the Republic of Korea does hereby make, constitute and appoint SUNG MIN OH, the Company's Guam Branch Manager, as its true and lawful attorney-in-fact, for it, and in its name, place and stead to negotiate and take any and all necessary acts and actions, including opening bank account, selling real and personal property acquired by the Company in the course of its business, making investment decisions and complying with all requirements to conduct business and operate in the United States territory of Guam, the Commonwealth of the Northern Mariana Islands, the Republic of Palau, the Federated States of Micronesia and the Republic of the Marshall Islands. The Company hereby gives and grants unto SUNG MIN OH the full power and authority to execute and perform any and all acts and take all actions whatsoever, required, necessary or proper to be done for the Company's operations, as fully, to all intents and purposes, as it might or could be done with full power of substitution and revocation. The Company hereby acknowledges, ratifies and confirms all that its attorney, or his substitute, shall lawfully do, or cause to be done, by virtue hereof.

IN WITNESS WHEREOF, the Company has caused its corporate name to be subscribed hereon by its President and CEO, and its corporate seal to be affixed, attested by its Secretary on the 11th day of June, 2010.

DONGBU INSURANCE COMPANY LIMITED

JEONG NAM KIM
President and CEO

Acknowledged

SUNG MIN OH
GUAM BRANCH MANAGER

Attest:

CHANG SEOB KIM
SECRETARY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS :

That I, JONGYONG CHOI, Senior Executive Vice President of Dongbu Insurance Co., Ltd., a corporation duly organized and existing under and by virtue of the laws of the Republic of Korea, having its principal office at the address of #891, Daechi-Dong, Kangnam-Gu, Seoul, the Republic of Korea, does hereby nominate, constitute and appoint SUNG MIN OH, Branch Manager of the Company's Guam Branch at 233 Julale Center, 424 West O'Brien Drive, Hagatna, Guam 96910, ~~my true and lawful attorney-in-fact to make, execute, seal and deliver~~ any and all bonds, undertakings, contracts and other writings of suretyship for the Company and in my behalf.

IN WITNESS WHEREOF, Dongbu Insurance Co., Ltd. has caused these presents to be signed by me and the Corporate Secretary, and to be affixed of its corporate seal thereunto on this 1st day of July, 2010.

DONGBU INSURANCE COMPANY LIMITED

J. Y. Choi

JONGYONG CHOI
SENIOR EXECUTIVE VICE PRESIDENT

Chang Seob Kim
CHANG SEOB KIM
SECRETARY

PRODUCER
MOYLAN'S INSURANCE UNDERWRITERS, INC.
 1957 ARMY DRIVE
 TAMUNING, GUAM 96929
 (TEL) 671-632-3783/4 FAX) 671-632-3788

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

INSURED
Int Construction Corp.
 P.O. Box 9578
 Tamuning, Guam 96931

| INSURERS AFFORDING COVERAGE | | NAIC # |
|-----------------------------|----------------------------|--------|
| INSURER A: | DONGBU INSURANCE CO., LTD. | |
| INSURER B: | | |
| INSURED C: | | |
| INSURED D: | | |
| INSURED E: | | |

COVERAGES

THIS POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTAND 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| INSR LTR | ADD'L INSR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|------------|--|-----------------------|----------------------------------|-----------------------------------|--|----------------|
| | | | | | | | |
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | KMGL1475-D16 | 03/25/14 | 03/25/15 | EACH OCCURRENCE -BI/PD | \$1,000,000.00 |
| | | | | | | DAMAGE TO RENTED PREMISES (EA. OCCURRENCE) | \$ |
| | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | PERSONAL & ADV INJURY | \$1,000,000.00 |
| | | | | | | GENERAL AGGREGATE | \$2,000,000.00 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$Included |
| | | | | | | | |
| A | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS | KMA0001512-D18 | 03/25/14 | 03/25/15 | COMBINED SINGLE LIMIT (EACH ACCIDENT) | \$1,000,000.00 |
| | | | | | | BODILY INJURY (PER PERSON) | \$ |
| | | | | | | BODILY INJURY (PER ACCIDENT) | \$ |
| | | | | | | PROPERTY DAMAGE (PER ACCIDENT) | \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | | OTHER THAN EA ACC | \$ |
| | | | | | | AUTO ONLY: AGG | \$ |
| | | EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | |
| | | | | | | | |
| A | | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBE UNDER SPECIAL PROVISIONS BELOW OTHER - | KMWE02132-D17 | 06/28/13 | 06/28/14 | <input checked="" type="checkbox"/> WC STATUTORY LIMIT | \$ |
| | | | | | | E.L.EACH ACCIDENT | \$1,000,000.00 |
| | | | | | | E.L.DISEASE - EA EMPLOYEE | \$1,000,000.00 |
| | | | | | | E.L.DISEASE - POLICY LIMIT | \$1,000,000.00 |
| | | | | | | SUM INSURED COVERED CAUSES OF LOSS: | \$ |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Concrete Construction within the Island of Guam.

Project: Guam Public Library Extension, Design-Build (Re-bid Pacakage)

XCUI (Explosion, Collapse, and Underground Operation)

Products Liability Exclusion

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Carolina
 CAROL G. SEAFLOA - HARMON BRANCH MANAGER
 AUTHORIZED REPRESENTATIVE
 MOYLAN'S INSURANCE UNDERWRITERS, INC.
 GENERAL AGENT



Dipåtamenton Kontribusion yan Adu'ána

DEPARTMENT OF

REVENUE AND TAXATION

GOVERNMENT OF GUAM

Gubetnamenton Guåhan

EDDIE BAZA CALVO, Governor Maga'låhi
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:

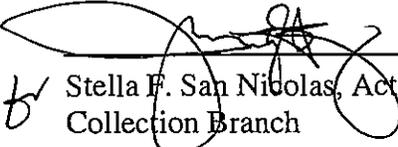
NAME: S.K. CONSTRUCTION

ADDRESS: P O BOX 12063, TAMUNING, GUAM 96931-2063

EIN/SSN: 66-0690288

- 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: 5/9/2014
(Date) CB69


Stella F. San Nicolas, Acting Supervisor
Collection Branch



Dipåtamenton Kontribusion yan Adu'ána

DEPARTMENT OF

REVENUE AND TAXATION

GOVERNMENT OF GUAM

Gubetnamenton Guåhan

EDDIE BAZA CALVO, Governor Mega'låhi
RAYMOND S. TENORIO, Lt. Governor Tiñente 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: GIANT CONSTRUCTION CORPORATION

ADDRESS: P.O. BOX 9578 TAMUNING GUAM 96931

EIN/SSN: 98-0082672

- 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: APRIL 29, 2014
(Date) CB65



Stella F. San Nicolas, Acting Supervisor
Collection Branch

MANDATORY FORMS

(to be submitted in
duplicate together with
the bid forms and bid
bond)

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

TERRITORY OF GUAM)
) ss.
 HAGATNA, GUAM)

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.

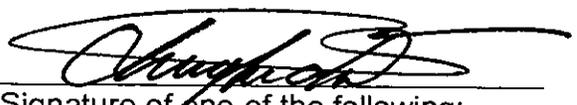
[x] The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]:

| <u>Name</u> | <u>Address</u> | <u>% of Interest</u> |
|------------------------------|---|----------------------|
| <u>Chung, In Chul</u> | <u>211 Biradan Anakko Dededo Guam 96929</u> | <u>52 %</u> |
| Chung, Duak Choon | 308 E. Harmon Industrial Park, Tamuning Guam 96913 | 48 % |

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 none, please so state]:

| <u>Name</u> | <u>Address</u> | <u>Compensation</u> |
|-------------|----------------|---------------------|
| <u>None</u> | | |

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.

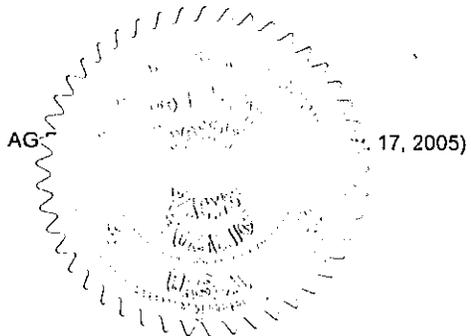


Signature of one of the following:
 Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me this 15th day of April, 2014.

NOTARY PUBLIC
 My commission expires _____

JOHN YANG
 NOTARY PUBLIC
 In and for Guam, U.S.A.
 My Commission Expires: **Apr. 15, 2016**
 155 E.T. Calvo Memorial Pkwy.,
 Suite 100, Tamuning, GU 96913



AFFIDAVIT re NO GRATUITIES or KICKBACKS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

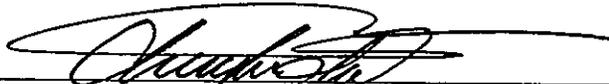
Chung, In Chul [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company] Giant/ SK Construction. Affiant is Vice-President [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 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 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 these statements on behalf of myself as a representative of the offeror, and on behalf of hte offeror's officers, representatives, agents, subcontractors, and employees.



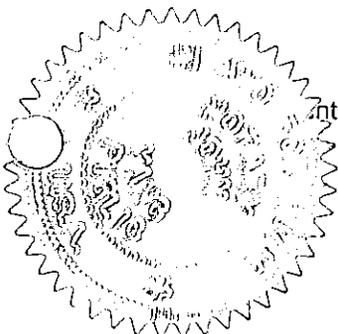
Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 15th day of April, 2014.



NOTARY PUBLIC
My commission expires _____

JOHN YANG
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Apr. 15, 2016**
155 E.T. Calvo Memorial Pkwy.,
Suite 100, Tamuning, GU 96913

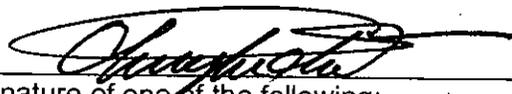


AFFIDAVIT RE ETHICAL STANDARDS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

Chung, In Chul [state name of affiant signing below],
being first duly sworn, deposes and says that:

The affiant is Chung, In Chul [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:

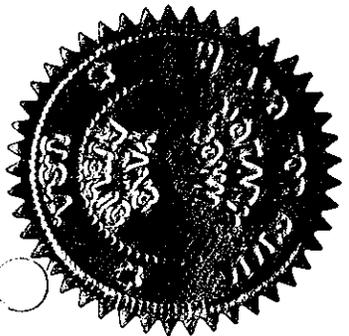
- Offeror, if the offeror is an individual;
- Partner, if the offeror is a partnership;
- Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this 15th day of April, 2014.



NOTARY PUBLIC
My commission expires

JOHN YANG
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: Apr. 15, 2016
155 E.T. Calvo Memorial Pkwy.,
Suite 100, Tamuning, GU 96913



AFFIDAVIT re CONTINGENT FEES

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

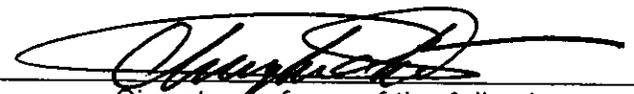
Chung, In Chul [state name of affiant signing below],
being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]
Giant / SK Construction Co.

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 commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

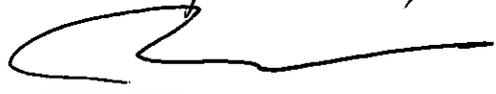
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.



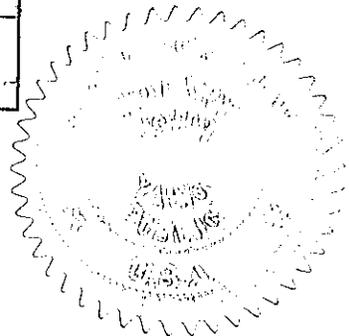
Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this 15th day of April, 2014.



NOTARY PUBLIC
My commission expires **JOHN YANG**
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **Apr. 15, 2016**
155 E.T. Calvo Memorial Pkwy.
Suite 100, Tamuning, GU 96913



FORM E
DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: FY2011 RFP/DOA/HRD-___-___

Name of Offeror Company: Giant / SK Construction Co.

_____ hereby certifies under penalty of perjury:

(1) That I am Chung, In Chul (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 Mariana 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!]



GENERAL CONDITIONS

GENERAL CONDITIONS

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GENERAL CONDITIONS

I. DEFINITIONS

1. Owner

The term "Owner" as used herein means the Government of Guam, Agana, Guam, and shall include the Governor of Guam, and/or his authorized representatives.

2. Contracting Officer

The term "Contracting Officer" as used herein means the Director of Public Works of the Government of Guam and shall include his authorized representatives.

3. Contractor

The term "Contractor" as used herein means the party or parties who or which shall have duly entered into a contract with the Government of Guam to perform the work herein contemplated or his or their authorized assignee.

4. Notice

The term "Notice" as used herein shall mean and include all written notice demands, instructions, claims, approvals and disapprovals required to obtain compliance with contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the other party to the contract, or to his, their, or its duly authorized agent, representative, or officers, or when enclosed in a postage prepaid envelop addressed to such last known business address and deposited in a United States mail box. The Contractor must provide and maintain a post office address within the Territory of Guam and file the same with the Contracting Officer.

5. Forms Enclosed

The copies of the form of agreement, form of bid bond, form of performance and of payment bond enclosed herewith are incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein.

II. CONSTRUCTION CONTRACT

1. Contract Documents

- (a) The contract documents consist of the Agreement, the drawings, and specifications, including all addenda and alterations made in the documents prior to their execution.
- (b) The contract documents shall be signed by the Owner and Contractor in as many original counterparts as may be mutually agreed.
- (c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all. In case of discrepancies between the contract documents, the specifications shall take precedence over the drawings, and the agreement shall take precedence over the drawings and specifications. Any discrepancies between the contract documents shall be called to the attention of the Contracting Officer before proceeding with work affected thereby.
- (d) It will be conclusively presumed that the Contractor has read, examined and agreed to each and every term, conditions, provisions, covenant or agreement in the drawings, specifications, proposals, contract, and bond related to the work to be carried on, said documents being on file in the Contracts Administration Section office, Department of Public Works, Tumon, Guam.

2. Drawings

- (a) The general character and scope of the work are illustrated by the drawings. Any additional detail drawings and other information deemed necessary by the Contracting Officer will be furnished to the Contractor when and as required.
- (b) In case of differences between small scale and large scale drawings, the large-scale drawings shall govern. Figured dimensions on the drawings shall be considered primary compared with measurements obtained through scaling of drawings. The Contractor shall verify all dimensions, and if any be lacking, he shall call the attention thereto and be governed by the decision of the Contracting Officer.
- (c) Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work.

(d) Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical.

(e) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph, shall not be construed (1) as permitting any departure from the contract requirements, (2) as relieving the Contractor of the responsibility for any error in details, dimensions and otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

3. Detail Drawings and Instructions

(a) The Contractor will be furnished additional instructions and detail drawings as may be necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor shall be consistent with the contract documents and true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

(b) The Contracting Officer, at any time, without notice to the sureties may, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services for site; or
- (4) Directing acceleration in the performance of the work.

(c) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instructions, interpretations or determination from the Contracting Officer) which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and source of the order and that the Contractor regards the order as a change order.

(d) Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change order under this clause or entitle the Contractor to an equitable adjustment hereunder.

(e) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly, provided, however, that except for claims based on defective specifications no claim for any change under (b) above shall be allowed for any costs incurred more than 20 calendar days before the Contractor gives written notice as therein required. And provided further, that in the case of defective specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(f) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 calendar days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under (b) above.

(g) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

4. Shop Drawings

(a) The Contractor shall submit for the approval of the Contracting Officer, shop and setting drawings and schedules required by the specifications or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given.

(b) Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound insets.

(c) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

(d) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings

submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal so that if any variations are acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.

(e) If a drawing as submitted indicates a departure from the contract requirements which the Contracting Officer finds to be in the interest of the Owner and to be so minor as not to involve a change in the contract price or time for performance, he may approve the drawing.

5. Specifications and Drawings

(a) The Contractor shall keep on the work site a copy of the drawings and specifications including all authorized change orders, and shall at all times give the Owner, Contracting Officer and their representatives access thereto.

(b) All drawings and specifications and copies thereof furnished by the Contracting Officer are his property and shall not be used on other projects without his consent. Upon completion of this project all copies of the drawings and specifications except the signed contract sets are to be returned to the Contracting Officer upon his request.

6. Special Requirements

(a) Where special requirements, provisions or specifications or detailed specifications are attached hereto or are included in the proposal they shall be considered a part of these general conditions or specifications or detailed specifications as fully as if contained herein. Should any special provisions be in conflict with these general conditions or specifications or detailed specifications, said special requirements, provisions or detailed specifications shall govern.

(b) Person in charge of electrical wiring and installations shall be a licensed Master Electrician and/or registered electrical engineer in Guam.

7. Explanation to Bidders

No oral explanation in regard to the meaning of the drawings and specifications will be made and no oral instructions will be given before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of drawings and

specifications should be communicated in writing to the Contracting Officer for interpretation. Bidders should act promptly and allow sufficient time for a reply to reach them. Every interpretation made to a bidder will be in the form of an addendum to the contract documents which, if issued, will be sent as promptly as practicable to all persons to whom the drawings and specifications have been issued. All such addenda shall become part of the contract documents.

III. BIDS, BIDDER RESPONSIBILITIES

1. Conditions at Site or Building

(a) Bidders should visit the site and shall be responsible for having ascertained pertinent conditions such as location, accessibility, and general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his bid. No extra compensation will be made by reason of any misunderstanding or error as regards to the site, the conditions thereof, accessibility or the amount of kind of work to be performed.

2. Submission of Bids

(a) The bidder is required to bid on all items called for in the Bid Form.

(b) Bids shall be submitted on the forms furnished or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind may be rejected by the Owner as being incomplete.

(c) Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the name of the partnership by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", (agent or other designation, without disclosing his principal), may be held to the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

3. Bid Guarantee

Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the total bid amount for which an award can be made. Bid guarantee may be bid bond (form enclosed), certified check or cashier's check. Bid bond shall be signed by the bidder, two major officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety and shall be accompanied with copies of current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation, Power of Attorney issued by the Surety to the Resident General Agent and Power of Attorney issued by two major officers of the Surety to whoever is signing on their behalf. Certified check or cashier's check must be issued by a banking institution licensed to do business on Guam and shall be made payable to the Treasurer of Guam. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw his bid for a period of sixty (60) calendar days after the scheduled closing time for the receipt of bids; that if his bid is accepted, he will enter into a formal contract with the Owner in accordance with the form of agreement included as a part of the contract documents, and that the required performance and payment bond will be given; and that in the event of the withdrawal of said bid within said period, or the failure to enter into said contract and give said bond within fifteen (15) working days after he has received notice of the acceptance of his bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder in any particular hereof. The bid guarantee shall be returned to all except the three lowest bidders within three days after the formal opening of bids. The bid guarantee of the second and/or third low bidder shall be returned thirty (30) calendar days after the bid opening date upon request, provided that he has not been notified by the Owner of the acceptance of his bid prior to the date of such request. The bid guarantee of the lowest qualified bidder shall be returned within forty eight (48) hours after the Owner and the qualified bidder have executed the contract.

4. Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right to the withdrawal of the bid after it has been opened.

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5. Publicity of Bids

At the time fixed for the opening of bids, the contents of the bids will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

6. Receipt and Opening of Bids

(a) Bids will be opened publicly at the time and place stated in the invitation for bids. The officer whose duty it is to open them will decide when the specified time has arrived and bids received thereafter will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.

(b) Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to time set for opening.

7. Rejection of Bids

The Owner reserves the right to reject any and all bids when such rejection is in the interest of the Owner and to reject the bid of a bidder who is not in a position to perform the contract.

8. Award of Contract

(a) The contract will be awarded as soon as possible to the lowest responsive and responsible bidder, provided it is in the interest of the Owner to accept his bid.

(b) The Owner reserves the right to waive any informality in bids received when such waiver is in the interest of the Owner. The Owner also reserves the right to accept any item in the bid and to reject any item in the bid unless otherwise specified by the Owner.

9. Performance and Payment Bond

The successful bidder must deliver to the Owner an executed performance and payment bond (forms enclosed) in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and security for the payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner and as

are authorized to transact business in Guam. The bonds must be approved by the Owner prior to execution of the formal contract.

10. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of same.

IV. DUTIES OF CONTRACTING OFFICER AND CONTRACTOR SAFETY MEASURES

1. Authority of Contracting Officer

The Contracting Officer shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Contracting Officer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid or under this contract and shall decide all questions which may arise in relation to paid work and the construction thereof. The Contracting Officer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Contracting Officer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Contracting Officer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute.

Any difference or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Contracting Officer.

2. Contractor's Obligations

The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract within the time herein specified in accordance with the plans and drawings of the work covered by this contract and any and all supplemental plans and drawings, and in accordance with the

directions of the Contracting Officer as given from time to time during the progress of the work. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operations. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do carry on and complete the entire work to the satisfaction of the Contracting Officer and the Owner.

3. Superintendence by Contractor

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work at all times during progress with authority to act for him.

4. Subcontracts

(a) Nothing contained in the specifications or drawings shall be construed as creating any contractual relationship between any subcontractor and the Owner. The diffusion or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

(b) The Contractor shall be as fully responsible to the Owner for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

(c) The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged in his work.

(d) The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work which are specified to be performed by specialty subcontractors.

(e) The Owner will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

(f) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work including waiver of mechanics liens to bind subcontractors by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the