

Owner any exercise over the Contractor under any provisions of the contract documents.

5. Subletting

Subletting part of the work is permitted. However, bidder must note that subletting in excess of the following is not allowed:

(a) Where the subletting is for both labor and material, total cost of sublet work shall not exceed 49% of the contract amount.

(b) Where subletting is for labor only, sublet work cost shall not exceed 20% of the total contract amount. Information concerning subcontracts must form a part of the bid documents and shall be submitted on standard "Subcontract" information form.

6. Assignments

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the Owner and of all the sureties executing any bonds on behalf of the Contractor in connection with said contract. In case the Contractor assigns the whole or any part of said contract or assigns all or any part of any monies due or to become due under said contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor or otherwise shall be subject to all of the terms and conditions of said contract or supplemental thereto, the rights and remedies of the Owner thereunder or arising by operation of the law and to the liens of all persons, firms, and corporations for services rendered or materials supplied in connection with the performance of said contract.

7. Equal Opportunity

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, economic status, or national origin. The Contractor will take affirmative action to insure that qualified applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, age, economic status, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8. Hiring of Apprentices

The Contractor shall hire for performance of work under this contract apprentice(s) to be employed in the performance of work under this contract in accordance with Executive Order No. 2000-10 date April 11, 2000 (See Attachment "A" to General Conditions).

9. Minimum Wage Rate

All persons employed on this project shall be paid not less than minimum wage applicable to the corresponding skill or craft as determined by the Department of Labor, Government of Guam. Prevailing wage rates of Department of Labor, Government of Guam are attached herewith and shall be deemed a part of the contract documents.

10. Laws, Permits and Regulations

(a) Building permit for the project shall be secured by the Contractor. Building permit and plan checking fees shall be paid for by the Contractor.

(b) The Contractor shall pay all fees and charges for connection to outside service and use of property other than the site of the work for storage of materials or other purposes.

(c) The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to work hereunder unless in conflict with

contract requirements. If the Contractor ascertains at any time that any requirement of this contract is a variance with applicable laws, ordinances, regulations, or building code requirements, he shall promptly notify the Contracting Officer and any necessary adjustment of the contract shall be made as specified under Changes in Work.

11. Contractor's and Subcontractor's Insurance

(a) The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

(b) Workman's Compensation and Employer's Liability Insurance-The Contractor shall take out and maintain during the life of this contract the statutory Workman's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

(c) Bodily Injury Liability and Property Damage Liability Insurance-The Contractor shall take out and maintain during the life of this contract such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death, as well as from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

(1) Bodily Injury Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) per person for injuries including wrongful death and in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) for injuries including wrongful death resulting from one accident.

(2) Property Damage Insurance in an amount not less than Fifty Thousand Dollars (\$50,000.00) for damages resulting from any one accident and in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for damages resulting from all accidents.

(d) Owner's Protective Liability Insurance - The Contractor shall take out and furnish to the Owner and maintain during the life of this contract complete Owner's protective liability insurance in amounts as specified in paragraph 11 (c), above for bodily injury liability insurance and for property damage liability insurance.

(e) Fire Insurance - The Contractor shall insure the building or other work included in this contract against loss or damage by fire and against loss or damage covered by the standard extended coverage insurance endorsement, in an insurance company or companies acceptable to the Owner, the amount of the insurance at all times to be at least equal to the amount paid on account of work and materials and plus the value of work or materials furnished or delivered but not yet paid for by the Owner. The policies shall be in the names of the Owner and the Contractor, and their interests may appear. Certificates of the insurance company as to the amount and type of coverage, terms of policies, etc., shall be delivered to the Owner before monthly partial payments are made.

**12. Supplemental to Contractor's and Subcontractor's Insurance
(Not Applicable)**

(a) Flood Hazard Insurance - The Contractor during the life of this contract shall secure and maintain Flood Hazard Insurance in the amount equivalent to 100 percent (100%) of the contract amount for all damages. The policies shall be in the name of the Owner and the Contractor.

A certificate of the insurance company as to amount and type of coverage, terms of policies, etc., shall be delivered to the Owner before commencing work.

13. Accident Prevention

(a) Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable laws.

(b) Should typhoon warnings be issued, the Contractor shall take every practicable precaution to minimize damage and/or danger to persons, to the work, and to the adjacent property. These precautions shall include closing all openings,

removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding and all other temporary work.

14. Protection of Work and Property

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property (as provided by law and the contract documents) from damage. All passageways, guard fences, lights and other facilities required for protection by laws and regulations and local conditions must be provided and maintained.

15. Responsibility of Contractor to Act in Emergency

In case of an emergency which threatens loss of injury or property and/or safety of life, the Contractor shall act, without previous instructions from the Owner or Contracting Officer, as the situation may warrant. He shall notify the Contracting Officer thereof immediately thereafter of any compensation claimed by the Contractor. Substantiating documents regarding expenses shall be submitted to the Owner through the Contracting Officer and the amount of compensation shall be determined by agreement or arbitration.

16. Mutual Responsibility of Contractors

If the Contractor or any of his subcontractors or employees cause loss or damage to any separate contractor on the work, the Contractor agrees to settle with such separate contractor by agreement, if he will so settle. If such separate contractor sues the Owner on account of any loss so sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any expenses or judgment arising therefrom.

17. Use of Premises and Removal of Debris

The Contractor expressly agrees to undertake at his own expense

- (a) to take every precaution against injuries to persons or damages to property;
- (b) to comply with the regulations governing the operation of premises which are occupied and to perform his contract in such a manner as not to interrupt or interfere with the operation of other facilities;

(c) to perform any work necessary to be performed after regular working hours or on Sundays or legal holidays without additional expense to the Owner;

(d) to store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;

(e) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;

(f) to frequently clean up all refuse, rubbish, scrap materials and debris caused by his operation so that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

(g) to effect all cutting, fitting, or patching of his work required to make the same conform to the plans and specifications, and except with the consent of the Contracting Officer, not to cut or otherwise alter the work of any contractor;

(h) before final payment to remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, to put the site in a neat, orderly condition and to thoroughly clean and leave reasonably dust free all furnished surfaces.

18. Obstructions

The Contractor shall at his own expense remove all obstructions, the removal of which shall be necessary for the proper reception, performance, construction, installation and completion of all work under this contract.

19. Site of Contractor's Operations

The Contractor shall confine all construction operations within the vicinity of the site and shall arrange his work so that all construction materials and equipment are placed in such manner and location that there may be a minimum of interference or inconvenience inflicted upon the public and employees of the Government.

20. Barricades

The Contractor shall erect, install and maintain all temporary public walks, warning signs, barricades or other protective means in and around the site as

deemed necessary or as may be ordered by the Contracting Officer for the effective protection of the public from injury and shall be held strictly liable for their safety.

21. Electrical Energy

The Contractor shall make all necessary applications, pay all fees and charges, obtain necessary permits and provide and maintain his own electrical power and light as required and necessary in the progress of any branch of the work. He shall provide all temporary wiring necessary.

22. Water

The Contractor shall make all necessary applications, pay all fees and charges, and obtain necessary permits for construction of temporary water required for use on this project. The nearest available source of water tap shall be verified by the Contractor. The Contractor shall be responsible for all expenses required for conveying water to the site from the available nearest source.

23. Signs

The Contractor shall erect a sign at the project site at his own expense. The location of sign shall be as directed by the Contracting Officer. Size of signs, lettering, and other pertinent data that should appear on the sign will be furnished by the Contracting Officer to the Contractor.

V. QUALITY OF WORK

1. Engineering and Layout

(a) The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements. He shall verify the figures shown on the survey and approach drawings before undertaking any construction work and shall be responsible for the accuracy of the finished work.

(b) The Owner has established or will establish such general reference points as will, in his judgment, enable the Contractor to proceed with the work. If the Contractor finds that any previously established reference points have been destroyed or displaced, he shall promptly notify the Owner.

(c) The Contractor shall protect and preserve the established bench marks and monuments and shall make no changes in location without the written approval of

the Owner. Any of them which may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall be subject to prior approval by the Owner, be replaced and accurately located by the Contractor.

2. Shop Drawings, Materials and Workmanship

Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

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 in order that if applicable, 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 drawings.

(f) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph 2 (e), 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 or otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

3. Standards

BUY AMERICAN PRODUCT:

Buy American requirement – all iron, steel, & manufactured goods and equipment used in project are produced in the United States

(a) Any material specified by reference to the number, symbol or title of a specific standard, such as a commercial standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereto in effect on the date of Invitation for Bids, except as limited to type, class or grade or modified in such reference.

(b) The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. These standards are not furnished to bidders for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contracting Officer will furnish, upon request, information as to how copies of such standards may be obtained.

(c) Reference in the specifications to any article, device, product, material, fixture, form, or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the Contractor, in such cases, may at his option use any article, device, product, material, fixture, form of type of construction which in the judgment of the Contracting Officer expressed in writing is equal to that specified.

4. Samples

(a) The Contractor shall furnish for the approval of the Contracting Officer any samples required by the specifications or that may be required by the Contracting Officer of any and all materials or equipment he proposes to use and shall prepay all shipping charges on the samples.

(b) No samples are to be submitted with bids.

(c) No materials or equipment of which samples are required to be submitted for approval shall be used on the work until such approval has been given by the Contracting Officer, save only at the Contractor's risk and expense.

(d) Each sample shall have a label indicating the material represented its place of origin and the names of the producer, the Contractor and the building or work for which the material is intended. Samples of finished materials shall be so marked as to indicate where the materials represented are required by the drawings or specifications.

(e) A letter in duplicate submitting each shipment of samples shall be mailed under separate cover by the Contractor and contain a list of the samples, the name of the building or work for which the materials are intended, and the brands of the materials and names of the manufacturers.

(f) The approval of any sample shall be only for characteristics or for the named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approval of samples of hardware in good condition may be suitably marked for identification and used in the work.

(g) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider under this contract any further samples of the same brand or make of that material.

(h) Test samples as the Contracting Officer may deem necessary will be procured from the various materials or equipment delivered by the Contractor for use in the work. If any of these test samples fail to meet the specifications requirement, any previous approvals will be withdrawn and such materials or equipment shall be subject to removal and replacement by the Contractor with materials or equipment meeting the specification requirements, or at the discretion of the Owner, the defective materials and equipment may be permitted to remain in place subject to a proper adjustment of the contract price. The cost of the tests will be borne by the Owner except where laboratory tests as hereinafter specified are required by the specifications.

5. Laboratory Tests

(a) Any specified laboratory tests of materials and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Contracting Officer, and the reports of such tests shall be submitted to the Contracting Officer. The cost of the testing shall be paid for by the Contractor.

6. Methods

The Contractor shall use proper and efficient methods and appliances for the performance of all the operations connected with work embraced under these specifications, drawings and contract to secure a rate of progress which will secure completion of the work within the time specified. If, at any time before commencement of work, or during the progress thereof, such methods, equipment or appliances are inefficient or inappropriate for securing said quality of work or said rate of progress, the Contracting Officer may order the Contractor to increase their efficiency or to improve their character, and the Contractor must conform to such order. The failure of the Contracting Officer to demand such increases of efficiency or improvement shall not relieve the Contractor or his sureties from the obligations to secure such quality of work and said rate of progress and the completion of the work as required herein.

7. Labor and Materials

The Contractor shall furnish all labor, materials and equipment for the execution of the work according to the drawings, specifications and contract, and where no specifications are contained therein for whatever may be necessary, shall do all that may be termed ordinary, customary or essential to a job to be well and reliably completed. This includes concealment of all pipes and other rough items of installation if not clearly so shown on the drawings in a manner acceptable to the Contracting Officer. Structural safety shall not be impaired by such concealment. Work not particularly detailed, marked or specified shall be of equal quality as similar parts that are detailed, marked or specified. All material finished for and used in the job shall be of kind and grade specified and where not specifically called for at least of customary standard grade. All work shall be executed in accordance with their trades. Full structural safety is essential and the Contractor guarantees to accomplish same for the entire work.

8. Guarantee of Work

(a) Except as otherwise specified all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the contract or from full occupancy of the building by the Owner, whichever is earlier.

(b) If within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of the Contracting Officer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the Owner and without expense to the Owner:

(1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; and

(2) Make good all damages to the building or site or equipment or contents thereof which, in the opinion of the Contracting Officer, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the **terms of the contract**.

(c) In any case wherein fulfilling the requirements of the contract or of any guarantee embraced in or required thereby the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Contracting Officer and guarantee such restored work to the same extent as it was guaranteed under such other contract.

(d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.

(e) All special guarantees applicable to definite parts of the work shall be stipulated in the specifications or other papers forming a part of the contract and shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

9. Defective Work

No work or material which may be defective in construction or quality or deficient in any of the requirements of the drawings and specifications will be considered accepted as a consequence of the failure of the Contracting Officer or

the inspectors to discover or to point out said defects or deficiencies during the construction; nor will the presence of inspectors on the work relieve the Contractor from the responsibility of securing the quality and progress of work as required by these specifications.

Any defective work that may be discovered before the completion of the work or within such time as required by the bond shall be replaced by work and materials that shall conform to the spirit and intent of the drawings, specifications and contract.

The fact that the Contracting Officer or his representatives may have overlooked defective work shall not constitute the acceptance of work. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.

The Contracting Officer may at any time by order given in writing stop any work not being done according to drawings and specifications and any order so given shall not in any way relieve the Contractor from completing his contract and shall not in any way terminate, cancel or abrogate the contract or any part thereof, and the Government of Guam shall not in any way be responsible for the delay due to stopping the work as aforesaid.

VI. INSPECTION OF WORK

1. Access to the Work

The Contracting Officer and his representatives shall have access at all times to the work for inspection whatever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

2. Inspectors

Inspectors may be placed by the Contracting Officer to supervise each and every subdivision of the work or any parts or process thereof. The Contracting Officer and the inspectors shall have free access to all parts of the work at all times and shall be given every facility, information and means of thoroughly inspecting the work done and the materials used or to be used.

The inspectors shall at all times be free to perform their duties and any intimidation of any inspector by the Contractor or the employees thereof shall be sufficient reason, if the Owner shall so decide, to annul the contract.

3. As-Built Drawings

A contract set of drawings shall be maintained at the site with all changes or deviations from the original drawings neatly marked thereon in brightly contrasting color. This shall be a separate set of drawings not used for construction purposes which shall be kept up to date as the job progresses and shall be made available for inspection by the Contracting Officer at all times. Upon completion of the contract this set of drawings shall be delivered to the Contracting Officer.

4. Inspection

(a) All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and testing by the Contracting Officer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Contracting Officer shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be satisfactorily replaced with proper materials and the Contractor shall promptly segregate and remove the rejected materials from the premises. If the Contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such materials and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed as provided in paragraph 5 of Section VII, Time for Performance, the Contractor and surety being liable for any damage to the same extent as provided in said paragraph 16 for termination thereunder.

(b) The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection and tests that may be required by the Contracting Officer. All inspections and tests shall be performed in such manner as not to unnecessarily delay the work. Special, full-size and performance tests shall be as described in the specifications. The Contractor shall be charged with any cost of inspection when material and workmanship are not ready at the time inspection is requested by the Contractor.

(c) Should it be considered necessary or advisable by the Contracting Officer at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work

is found to be defective in any material respect due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements involved in the examination and replacement, the cost of conducting the test plus 15 percent shall be allowed the Contractor and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

5. Final Inspection

When the work is substantially completed the Contractor shall notify the Owner, in writing, that the work will be ready for final inspection and test on a definite date which shall be stated in such notice. The notice shall be given at least ten (10) calendar days in advance of said date and shall be forwarded through the Contracting Officer who will attach his endorsement as to whether or not he concurs in the Contractor's statement that the work will be ready for final inspection or tests on the date given but such endorsement shall not relieve the Contractor of this responsibility in the matter.

VII. TIME FOR PERFORMANCE

1. Prosecution of the Work

The Contractor agrees that said work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for completion of the same takes into consideration the average climatic range and usual industrial conditions prevailing in the locality.

2. Suspension of Work

- (a) **Suspension for Convenience.** - The Director of Public Works or the head of a Purchasing Agency may order the contractor in writing to suspend, delay or interrupt all or any part of the work for such period of the time as the Director of Public Works or the Head of a Purchasing Agency may determine to be appropriate for the convenience of the territory.
- (b) **Adjustment of Cost** - If the performance of all or any parts of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Director of Public Works or the Head of a Purchasing Agency in the

administration of this contract, or by the failure of the Director of Public Works or the Head of a Purchasing Agency to act within the time specified in the contract (or if no time specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract necessarily caused by such unreasonable suspension, delay, or interrupted and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent:

- (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor; or
 - (2) for which an adjustment is provided for or excluded under any other provision of this contract.
- (c) Time Restriction on Claim - No claim under this clause shall be allowed:
- (1) For any costs incurred more than twenty (20) days before the contractor shall have notified the Director of Public Works or the Head of a Purchasing Agency in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from suspension order); and
 - (2) unless the claim is asserted in writing as soon as practicable after the termination of such suspension , delay, interruption, but no later than the date of final payment under the contract.
- (d) Adjustments of Price - Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

3. Termination for Convenience

(1) Termination - The Procurement Officer may, when the interest of the territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated becomes effective.

(2) Contractor's Obligations - The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate

to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the territory. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

- (1) Right to Construction and Supplies - The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer:
 - (a) any completed construction; and
 - (b) such partially completed construction, supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawing, information, and contract rights (hereinafter called construction material) as the contractor has specifically produced or specially acquired for the performance of the terminated part of the contract.

The contractor shall protect and preserve property in the possession of the contractor in which the territory has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such construction, supplies, and construction materials in accordance with the standards of 14 GCA §2706 (UCC). (See end of Subsection 6101 (10)(d) for code quotation.) This in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

- (2) Compensation

- (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations, bearing of such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with subparagraph (c) of this Paragraph.
- (b) The Procurement Officer and the contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data submitted as required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the

settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of construction materials under Paragraph (3) of this clause, and the contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (b) of this paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments under Subparagraph (b) shall not duplicate payments under this Paragraph:

(i) with respect to all contract work performed prior to the effective date of the notice of termination, the total (without duplication of any items) of:

(A) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for completed portions of such work; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(B) cost of settling and paying claims arising out of the termination of subcontractors or orders pursuant to Paragraph (2) of this clause. These cost must not include cost paid in accordance with Subparagraph (c)(i)(A) of this Paragraph.

C) the reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this Paragraph shall not exceed the total contract price plus the reasonable

settlement costs of the contractor reduced by the amount of any sales of construction materials under Paragraph (3) of this clause, and the contract price of work not terminated.

- (d) Cost Claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

4. Remedies Clause

Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

3. Climatic Conditions

(a) When so ordered by the Contracting Officer, the Contractor shall suspend any work that may be subject to damage by climatic conditions.

(b) Contract Completion Time. The allowable work days for this contract were calculated after allowing for the following number of lost days in each month. Time extension on account of inclement weather will be allowed only if the daily report of the Contracting Officer's inspector indicates lost days beyond the limits shown below. Time extension on account of inclement weather on Saturday and Sunday shall be granted only if the Contractor confirms in writing at least seven (7) calendar days in advance his intention to work on weekends.

Month	Non-Working Days	Month	Non Working Days
January	07	July	10
February	05	August	11
March	05	September	12
April	04	October	10
May	05	November	07
June	06	December	07

4. **Progress Report**

The Contractor shall submit monthly progress report in triplicate to the Contracting Officer briefly setting forth work accomplished.

5. **Owner's Right to Stop Work or Terminate Contract, Delays, Damages**

(a) If:

(1) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors;

(2) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 calendar days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 calendar days;

(3) The Contractor shall refuse or fail, after Notice of Warning from the Contracting Officer, to supply enough properly skilled workmen or proper materials; or

(4) The Contractor shall refuse to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or;

(5) The Contractor shall fail to make payments as specified to persons supplying labor or materials for the work, or;

(b) **Non-Performance or Delay, Damages for Delay, Time Extensions**

(1) **Default.** If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will assure its completion within the time specified in this contract, or any extension thereof fails to complete said work within such time, or commits any other substantial breach of this contract, and further fails within fourteen (14) days after receipt of written notice from the Procurement Officer to commence and continue correction of such refusal or failure with diligence and promptness, the Procurement Officer may, by written notice to the contractor, declare the contractor in breach and

terminate the contractor's right to proceed with the work or such part of the work as to which there has been delay. In such event the territory may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the contractor's right to proceed with the work is terminated, the contractor and the contractor's sureties shall be liable for any damage to the territory resulting from the contractor's refusal or failure to complete the work within the specified time.

- (2) **Liquidated Damages Upon Termination.** If fixed and agreed liquidated damages are provided in the contract, and if the territory so terminates the contractor's right to proceed, the resulting damage will consist of such reasonable time as may be required for final completion of the work.
- (3) **Liquidated Damages in Absence of Termination.** If fixed and agreed liquidated damages are provided in the contract, and if the territory does not terminate the contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.
- (4) **Time Extension.** The contractor's right to proceed shall not be so terminated nor the contractor charged with resulting damage if:
 - (a) The delay in the completion of the work arises from causes such as; acts of God; acts of the public enemy; acts of the territory, and any other territorial entity in either a sovereign or contractual capacity; acts of another contractor in the performance of a contract with the territory; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; delays of subcontractors due to cause similar to those set forth above; or shortage of materials; provided, however, that no extension of time will be granted for a delay caused by a shortage of materials, unless the contractor furnished to the Procurement Officer proof that the contractor has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work, and further proof that the inability to obtain such materials when originally planned did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the

contractor's operations' and

(b) The contractor, within ten days from the beginning of any such delay (unless the Procurement Officer grants a further period of time before the date of final payment under the contract), notifies the Procurement Office in writing of the causes of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the judgment of the Procurement Officer, the findings of fact justify such an extension.

(5) **Erroneous Termination for Default.** If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the right and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstance, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modifies accordingly.

(6) **Additional Rights and Remedies.** The rights and remedies of the territory provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

VIII. CLAIMS, PAYMENTS

1. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies for which he accepts partial payments.

2. Claims

The Contractor agrees whenever required to do so by the Owner to furnish satisfactory evidence that all persons, firms or corporations who have done work

or supplied materials under these specifications have been paid or have been duly notified of the completion of the work and have been secured to their satisfaction before the said Contractor shall be entitled to final payment.

In case such evidence is not furnished or in case any claim is filed with the Owner or any suit or action is instituted against the Owner as defendant or garnishes or against the Contractor in connection with the work performed or to be performed under the drawings, specifications or contract, the Owner may retain from the money due or to become due to the Contractor such sum or sums as in the judgment of the Contracting Officer will fully protect the Owner from loss, charge or expense by reason of such claim, suit or action. The Owner without prejudice to any other and further rights, may make any and all deductions for any loss, charge or expense sustained by it to which it would be entitled under the contract specifications or bond, or otherwise before paying over the balance of the sum or sums retained as aforesaid, if any, to the Contractor, his creditor, or any successful claimant against the Contractor.

No payment made or retained under this contract shall be held to relieve the Contractor and/or his sureties from his and/or their obligations under this bond to hold harmless and indemnify the Owner or its agents from any and all loss, charge or expense by reason of any unpaid claim whatsoever.

3. Claims Based On The Director Of Public Works or the Head of a Purchasing Agency's Actions or Omissions

(1) **Notice of Claim.** If any action or omission on the part of the Director of Public Works or the head of the Purchasing Agency or designee of such officer, the requiring performance changes within the scope of the contract constitute the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, damages, or an extension of time for completion, the contractor shall continue with the performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim or additional compensation damages, or an extension of time for completion; provided;

(a) The contractor shall have given written notice to the Director of Public Works, the head of the Purchasing Agency, or designee of such officer:

- (i) Prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;
- (ii) Within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did

not have such knowledge prior to the commencement of the work; or

- (iii) Within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

- (b) The notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and
 - (c) The contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- (2) **Limitations of Clause.** Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
 - (3) **Adjustments of Price.** Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

4. **Waiver of Mechanics Liens**

Contractor waives any right that he now has or in the future may have to claim a mechanic's lien against the real property or improvements thereon which are the subject of this contract, to secure payment for labor and materials furnished or to be furnished by him under this contract.

5. **Schedule of Values**

Within three days after receipt of notice to proceed, the Contractor shall submit for approval a schedule of the estimated values of the main branches of the work totaling the amount of the contract. The format to be used will be furnished by the

Contracting Officer. These values will be used for determining partial payments and as a basis for changes in work as outlined in the General Conditions.

6. Taxes

The Contractor shall, without additional expense to the Owner, pay all applicable taxes. The successful bidder will be required to comply with the applicable sections of Titles 11 and 21 of the Guam Code Annotated, as regards to licenses and taxes. In addition to the general contractor's liability, subcontractors are also subject to these provisions. Subcontractors are also required to possess Guam Service Licenses. The Contractor will be required to submit a list of his subcontractors and the monetary amount of each subcontract.

7. Materials, Services and Facilities

It is understood that except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

8. Patents

The Contractor shall hold and save the Owner and his officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

9. Payment by Contractor

The Contractor shall pay;

(a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;

(b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day

following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used;

(c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of such subcontractor's interest therein.

10. Extras

Except as otherwise herein provided, no charge for any extra work or materials will be allowed unless the same has been ordered in writing by the Owner and either the price is stated in such order or a definite acknowledgment is made that a change in price is involved subject to later determination.

11. Differing Site Conditions: (Please refer to Alternative "B" for this project)

(Alternative A)

(1) Notice - The contractor shall promptly, and before such conditions are disturbed, notify the Director of Public Works or the Head of a Purchasing Agency of:

(a) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract; or

(b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

(2) Adjustment of Price or Time for Performance - After receipt of such notice, the Director of Public Works or the Head of a Purchasing Agency shall promptly investigate the site, and if it is found that such conditions do materially so differ and cause an increase in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

(3) Timeliness of Claim - No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in this clause;

provided, however, that the time prescribed therefor may be extended by the Director of Public Works or the Head of a Purchasing Agency in writing.

- (4) No Claim After Final Payment - No claim by the contractor for an adjustment thereunder shall be allowed if asserted after final payment under this contract.
- (5) Knowledge - nothing contained in this clause shall be grounds for an adjustment in compensation if the contractor had actual knowledge of the existence of such conditions prior to the submission of bids.

(Alternative B)

The contractor accepts the conditions at the construction site as they eventually may be found to exist and warrants and represents that the contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the contractor's own cost and expense, anything in this contract to the contrary notwithstanding.

12. Price Adjustment

- (1) Any adjustment in contract pursuant to clauses in this contract shall be made in one or more of the following ways:
 - (a) by agreement on fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) by unit prices specified in the contract or subsequently agreed upon;
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
 - (d) in such other manner as the parties may mutually agree; or
 - (e) in the absence of an agreement between parties, by a unilateral determination by the Director of Public Works or the Head of a Purchasing Agency of any cost attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Director of Public Works or the Head of a Purchasing Agency in accordance with generally accepted accounting principles with applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam

Procurement Act.

- (3) Submission of Cost or Pricing Data - The contractor shall submit cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

13. Changes in Work

(a) The Owner may at any time, by a written order, and without notice to the sureties, make changes in the drawings and specifications of this contract and within the general scope thereof. However, no change will be made which increases the total contract price without notice to sureties. In making any change, the charge or credit for the change shall be determined by the following method:

(1) The actual cost of:

- I. Labor, including foreman
- II. Materials entering permanently into the work
- III. Equipment rental cost during time used on extra work
- IV. Power and consumable supplies
- V. Insurance
- VI. To the above cost there shall be added a fixed fee to be agreed upon, but not to exceed 15% of the net cost. This fee shall be compensation to cover the cost of supervision, overhead, bond, profit and other general expenses.

(b) The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

(c) In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.

(d) If any part of the work as installed is at variance with the contract requirements, the Owner may, if he finds it to be in his interest, allow all or any part of such work to remain in place subject to a proper adjustment in the contract price.

14. Payment to Contractor

(a) Unless otherwise provided in the specifications, the Owner will make partial payments to the Contractor after receipt and approval of the request for

Procurement Act.

- (3) Submission of Cost or Pricing Data - The contractor shall submit cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

13. Changes in Work

(a) The Owner may at any time, by a written order, and without notice to the sureties, make changes in the drawings and specifications of this contract and within the general scope thereof. However, no change will be made which increases the total contract price without notice to sureties. In making any change, the charge or credit for the change shall be determined by the following method:

(1) The actual cost of:

- I. Labor, including foreman
- II. Materials entering permanently into the work
- III. Equipment rental cost during time used on extra work
- IV. Power and consumable supplies
- V. Insurance
- VI. To the above cost there shall be added a fixed fee to be agreed upon, but not to exceed 15% of the net cost. This fee shall be compensation to cover the cost of supervision, overhead, bond, profit and other general expenses.

(b) The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

(c) In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.

(d) If any part of the work as installed is at variance with the contract requirements, the Owner may, if he finds it to be in his interest, allow all or any part of such work to remain in place subject to a proper adjustment in the contract price.

14. Payment to Contractor

(a) Unless otherwise provided in the specifications, the Owner will make partial payments to the Contractor after receipt and approval of the request for

partial payment covering the work performed during the proceeding calendar month. No payments for installed materials on the site will be made unless such request is accompanied by a receipt or certification showing that the Contractor has made payment in full for such work done. In preparing such estimates, preparatory work done shall not be considered for payment. Materials delivered to site shall be considered for payment subject to the following conditions:

- (1) The material shall be kept in a safe and enclosed warehouse or area located on site with restricted access.
 - (2) The receipt and issue of material must be controlled by a stock card kept in the warehouse.
 - (3) Insurance coverage required under Section 11, Chapter IV of the General Conditions shall include insurance of such material and shall include theft insurance.
 - (4) Request for payment must be accompanied with certification and receipts indicating the cost of material and showing that Contractor has made full payment for such material.
- (b) In making such partial payments there shall be retained ten percent (10%) of the estimated amount until final completion and acceptance of all work covered by the contract. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize payment in full of each progress payment for work performed beyond the 50 percent stage of completion. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount.
- (c) All materials and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payment have been made, or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- (d) Release of Claims - Neither the final payment or any part of the retained percentage shall become due until the Contractor shall deliver to the Owner through the Contracting Officer a complete release of all claims against the

Owner arising under and by virtue of this contract, including claims of all subcontractors and suppliers of either materials or labor, other than such claims, if any, as may be specifically excepted by the Contractor.

(e) Certificate of Completion - Upon completion and acceptance of all work whatsoever required and the release of all claims against the Owner as specified, the Contracting Officer shall file a written certificate with the Owner and with the Contractor as to the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation therefore.

(f) Final Payment - Within thirty (30) calendar days after the filing of such certificate of completion, the Owner shall pay to the Contractor the amount therein stated less all prior payments and advances whatsoever to or for the amount of the contract. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment which is throughout this contract called Final Payment.

(g) Acceptance of Final Payment Constitutes Release - The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the final payments if this payment be improperly delayed. No payments, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the performance and payment bonds.

IX. MISCELLANEOUS

1. Prohibited Interests

(a) No member of or Delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(b) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect,

attorney, engineer, or inspector of or for the Government of Guam authorized to exercise any legislative, executive supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

2. Mandatory Disputes Clause

1.1 The Government and the Consultant agree to attempt resolution of all controversies which arise under, or are virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then the Consultant shall request the Government in writing to issue a final decision within six days after receipt of the written request. If the Government does not issue a written decision within six days after written request for final decision, or within such longer period as may be agreed upon by the parties, then the Consultant may proceed as though the Government had issue a decision adverse to the Consultant.

1.2 The Government shall immediately furnish a copy of the decision to the Consultant, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

1.3 The Government's decision shall be final and conclusive, unless fraudulent or unless the Consultant appeals the decision.

1.4 This subsection applies to appeals of the Government's decision on a dispute. For money owed by or to the Government under this Agreement, the Consultant shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the Government or from the date when a decision should have been rendered. For all other claims by or against the Government arising under this Agreement, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the Government. Appeals to the Office of the Public Auditor must be made within sixty days of the Government's decision or from the date the decision should have been made.

1.5 The Consultant shall exhaust all administrative remedies before filling an action in the Superior Court of Guam in accordance with applicable laws.

1.6 The Consultant shall comply with the Government's decision and proceed diligently with performance of the Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this

Agreement, except where the Consultant claims a material breach of this Agreement by the Government. However, if the Government determines in writing that continuation of services under this Agreement is essential to the public's health or safety, then the Consultant shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by the Government.

-END OF GENERAL CONDITIONS-



OFFICE OF THE GOVERNOR
HAGÁTÑA, GUAM
U.S.A.

EXECUTIVE ORDER NO. 2012-04

**RELATIVE TO AMENDING EXECUTIVE ORDER NO. 2000-10 TO
PROMOTE ON-THE-JOB TRAINING AND THE HIRING APPRENTICES
FOR GOVERNMENT OF GUAM CONSTRUCTION PROJECTS**

WHEREAS, on April 11, 2000, Executive Order No. 2000-10 *Relative to Enhancing the Apprentice Training Program Through Hiring of Apprentices for Government of Guam Construction projects* was enacted for the purpose of requiring the employment of apprentices to assist the Guam Department of Labor in encouraging the employment and training of local labor in the construction industry; and

WHEREAS, since the enactment of Executive Order No. 2000-10, other certified apprentice training programs, including programs supported by the Department of Public Works which offer on-the-job (OJT) training, have become available to supplement the existing programs offered by the Guam Contractors Association and the Guam Community College; and

WHEREAS, apprenticeship programs provide valuable local labor opportunities for individuals desiring to learn new skills and enter the construction industry, thus lowering unemployment levels and reducing dependency on alien workers; and

WHEREAS, it is in the best interest of the Territory to require the employment of apprentices on Government of Guam construction projects; and

NOW, THEREFORE, I, EDWARD J.B. CALVO, *I Maga'lahaen Guåhan*, Governor of Guam, by virtue of the authority vested in me by the Organic Act of Guam, as amended, do hereby ORDER that Executive Order No. 2000-10 is amended and re-enacted as follows:

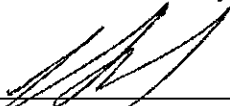
1. **Government Policy.** It is the policy of the Government of Guam that all construction projects funded in whole or in part by local or federal funds shall require the contractor to employ at least One (1) apprentice for every Ten (10) workers for the duration of each project, and not less than One (1) apprentice per project. This requirement may only be waived if the contracting agency certifies that no apprentice is available.
2. **Application to All Construction of Public Works Projects over One Hundred Thousand Dollars (\$100,000).** This Executive Order applies to all public works construction projects such as the erection, maintenance, rehabilitation, repair, or demolition of any public building, roadway, or any public facility as defined in



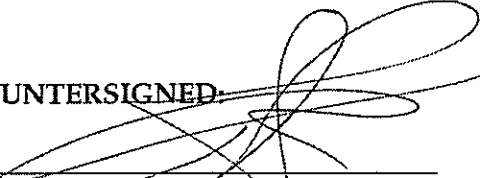
§50106 of Title 5, Guam Code Annotated, and applies to all departments, agencies, and public corporations within the Government of Guam, including autonomous agencies. It also applies only to projects over One Hundred Thousand Dollars (\$100,000).

3. **Qualification of Apprenticeship Programs.** Individuals enrolled in an apprenticeship program approved or sponsored by the Department of Public Works, including but not limited to any apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or the Guam Community College, or the Guam Contractors Association shall qualify as being eligible apprentices for purposes of this Executive Order.
4. **On-the-Job Training.** In lieu of persons enrolled in a formal apprenticeship program, a contracting agency may authorize contractors to employ individuals who will be supervised and engaged in on-the-job (OJT) training. The number of OJT apprentices employed in lieu of a single formal apprentice shall be determined by the contracting agency depending on the nature and size of the particular construction project.
5. **Monitoring and Enforcement.** The Procurement Officer of the contracting agency shall monitor and enforce compliance with this Executive Order.
6. **Part of any Invitation for Bid or Request for Proposal.** Every Government of Guam department, agency, or public corporation shall make compliance with this Executive Order a material part of any construction project solicitation and resulting contract.
7. **Guam Department of Labor to Inform Employers.** The Guam Department of Labor shall inform all employers applying for H-2 alien labor certification that to qualify for Government of Guam construction projects, all conditions of this Executive Order must be met.

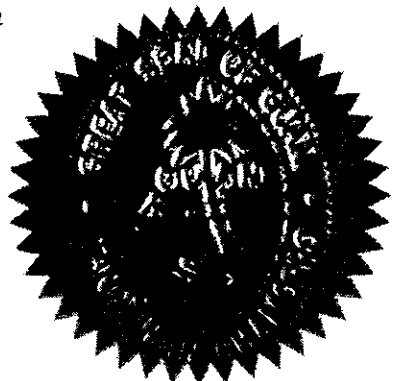
SIGNED AND PROMULGATED at Hagåtña, Guam this 17th day of February, 2012.



 EDWARD J. B. CALVO
 I Maga'lahaen Guåhan
 Governor of Guam

COUNTERSIGNED


 RAYMOND S. TENORIO
 I Segunduna Maga'lahaen Guåhan
 Lieutenant Governor of Guam



SPECIAL PROVISIONS

SPECIAL PROVISIONS

1. General Intention.

It is the declared intention and meaning to provide and secure the design and construction of **“Guam Public Library Extension, Design-Build, (Re-Bid Package) Project No.: 540-5-1023-F-AGN”**

2. Contractor.

The Contractor and each and every subcontractor shall read the entire Bid Documents and by the act of submitting a bid, shall be deemed to have accepted all conditions contained therein.

3. Standards.

The standards referenced in this specification (including addenda, amendments and errata listed) shall govern in all cases where the references thereto are made. In case of difference between the referenced standards and its accompanying drawings, accompanying drawings shall govern to the extent of such difference, otherwise the referenced standards shall apply. Extra care shall be exercised to refer in requests for quotations in orders and in subcontracts to all modifications thereof.

4. Time for Completion.

It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed (NTP) and shall be completed within **three hundred sixty (360) calendar days** after issuance of NTP complete and ready for use.

5. Liquidated Damages.

It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that liquidated damages shall be assessed for each calendar day the work remains incomplete.

If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Government of Guam the amount *of one-fourth of one percent (0.25%) of the contract value per calendar day* not as a penalty but as

SPECIAL PROVISIONS

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

liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Government of Guam because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Government of Guam would in such event sustain, and said amounts shall be retained from time to time by the Government of Guam from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due

- a) to any preference, priority or allocation order duly issued by the Government of Guam.
- b) to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or the public enemy, acts of the Government of Guam, acts or another Contractor in the performance of a contract with the Government of Guam, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and
- c) to any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided further that the Contractor shall, within seven (7) calendar days from the beginning of delay, notify the Contracting Officer in writing of the causes of the delay who will ascertain the facts and extent of the delay and notify the Contractor within reasonable time of his decision in the matter.

Contractor must note that Guam by nature has frequent rainfall causing suspension of work. Said suspensions shall not qualify for time extensions unless the weather is unusually severe.

END OF SPECIAL PROVISIONS

SPECIAL PROVISIONS

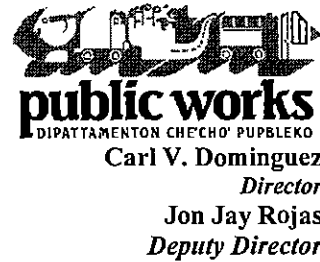
**Guam Public Library Extension, Design-Build , (Re-Bid Package)
Project No.: 540-5-1023-F-AGN**

**GENERAL
STATEMENT OF
WORK**



*The Honorable
Eddie Baza Calvo
Governor*

*The Honorable
Ray Tenorio
Lieutenant Governor*



April 7, 2014

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

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

ADDENDUM NO. 2

This addendum shall form a part of the bid documents. Failure by any bidder to acknowledge receipt of this addendum in his or her bid shall be grounds for disqualifications.

I. The date, place and time of bid opening remains the same.

II. Changes to General Statement of Work:

1. Replace GSOW-1 (AD-1) to GSOW-11 (AD-1), with GSOW-1 (AD-2) to GSOW-13 (AD-2).

III. As for the warranty of Work and Design, please refer to General Conditions, page GC-17, under Quality of Work, Paragraph 8 (Guarantee of Work). *JC*

END OF ADDENDUM

[Signature]
Carl V. Dominguez
Director

RECEIPT OF THE ABOVE ADDENDUM #2 IS HEREBY ACKNOWLEDGE THIS _____ DAY OF _____, 2014. Company: _____ By: _____ (Print Name & Title) Signature: _____
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GENERAL STATEMENT OF WORK

I. OBJECTIVE

It is the primary objective of the Department of Public Works and the Guam Public Library System to provide design and construction services for the new extension building and mitigation/upgrading of existing Public Library building and parking lot located at Hagatna, Guam. It is the objective of Guam Public Library System to provide free and open access to information and ideas fundamental to a democracy to every resident of Guam and will protect intellectual freedom, promote literacy, encourage lifelong learning, and maintain cultural materials as well as to accommodate the growing number of patron visits.

II. PROJECT DESCRIPTION AND LOCATIONS

The scope of work for this project involves design and construction services to include archaeological services for the expansion of existing Guam Public Library System Building, upgrading, repair and modification of existing building and parking lot to meet new building code standards. The design and construction must comply in accordance to all approving agency having jurisdiction and building code compliance of 2009.

III. GENERAL SCOPE OF SERVICES AND RESPONSIBILITIES:

- A. The Contractor must be responsible for the complete design and construction of the project. The Contractor must visit the site and must be responsible for having ascertained pertinent conditions such as location, accessibility, general character of the site and the extent of existing condition within or adjacent to the site. No extra compensation will be made by reason of any misunderstanding or error as regards to the site, the condition thereof, accessibility or the amount of kind of work to be performed. All given figures/drawings are for general guidelines and for reference only and shall be verified by the contractor before the preparation of bid.
- B. The Contractor shall provide all management, supervision, engineering, quality control, labor, equipment, materials and supplies necessary to perform a design-build on the construction of a new Guam Public Library Extension and upgrading of existing building and parking including all design and engineering services incidental to the construction services.
- C. The Contractor shall be professionally responsible for the services performed under this contract. They should be responsive to all Government criteria, information, guidance, and review comments. All services shall be in full compliance with Federal

and Local requirements.

- C. The Contractor shall provide architectural and engineering services for the different tasks described below and furnish the required reports and PS&E's for the projects. Plans shall be signed and approved by a Professional Engineer authorized to practice and perform work in Guam or the Marianas.
- D. The Contractor shall coordinate with DPW Engineer and GPLS Representative for all additional requirements as basis for the new design-build project.
- E. The Contractor shall coordinate their work with the agencies, local or federal, having jurisdiction in permit review and approval
- F. All work areas shall be kept clean. Those areas used by the contractor's employees shall be kept as clean as possible under any circumstances. No accumulation of debris will be allowed. Debris shall be disposed off-site daily and construction materials must be confined in an area designated by the Project Engineer and GPLS representative.
- G. Under any circumstances, the contractor shall secure the construction area thoroughly protected and safe at the end of each working day. Contractor shall protect all library patrons and employees going in and out of the library during construction
- H. The Contractor shall submit work schedule and schedule of values prior to commencing any activity. Provide a construction schedule highlighting the major project milestone and specific completion of each activity.
- I. The contractor shall submit maintenance and response schedules including names of responsible key personnel and contact numbers for easy access in case of any emergencies during the construction.
- J. The contractor shall be responsible in upgrading the list submitted from time to time.

IV. SPECIFIC SCOPE OF WORK:

The scope of work for this project is to provide design and construction services to construct a new Guam Public Library Extension (Building 1 and 2) and to upgrade, repair and modify existing building and parking to comply with new building standards.

A. REQUIREMENTS FOR BLDG.1 (First floor-Child Development)

a) The new building is approximately 2,000 square feet on the first floor, it includes the necessary standard requirements as a minimum but not limited to the following:

1. **Restroom:** should be ADA compliant, with single pedestal sink, standard faucet, grab bar, exhaust fan, electrical outlets and wall mounted baby changing station.
2. **Copier Room:** approximately 144 square feet, with dedicated power source, communication rack and lines, and shelving for copier supplies.
3. **Conference Room:** approximately 200 square feet, telephone line hook-up, 3 electrical outlets, with telephone, communication / internet connection line hook-up cable.

B. REQUIREMENTS FOR BLDG. 1 (Second floor-Child Development)

a. The new building is approximately 2,000 square feet on the second floor, it includes the necessary standard requirements as a minimum but not limited to the following:

1. **Staff Lounge:** approximately 814 square feet, 3 electrical outlets, with telephone, communication / internet connection line hook-up, kitchen sink, kitchen counter top (formica finished).
2. **Processing Area:** approximately 1,396 square feet, 6 electrical outlets, with telephone, communication / internet connection line hook-up, double swing doors.

C. REQUIREMENTS FOR BLDG.2 (Internet café)

a. The new building is approximately 1,000 square feet, it includes the necessary standard requirements as a minimum but not limited to the following:

1. **Entrance Area & Lobby Area:** approximately 300 square

feet, construct walkway with railing on both sides & 16"x16" non-skid tiles.

2. **Counter table:** counter is to be included in the design with dedicated circuits, communication and internet connections, swivel bar stools with back rest.
3. **Kitchenette:** standard kitchen sink with goose neck faucet, counter top (formica finished) and must comply with DPHSS requirements.

D. **COLLATERAL EQUIPMENTS:** provide and install the following equipments:

Furnitures, shelves, work stations chairs, tables, circulation desks, drawers. (See attached additional product specifications and pictures)

1. **Media Shelving:** 6 each, Height adjustable shelves with multi-functional metal box frame. (W183"x D14"x H78")
2. **Library table:** 10 each, 4-rectangular or 6-circular types (using agency to decide), W97"x D97"x H46", W84"x D58"x H46
3. **Chairs:** 30 each, W20"x D19"x H30"
4. **Library child desk:** 3 each, adjustable height table 10 sections 6" height divider cable grommet, W60"x36"x H17"-24".
5. **Child chair:** 10 each, height can be adjusted at three different levels (40mm each) according to user height, (40mm each) according to user height, Seat height: 13", 15" & 16.5"
6. **Library table:** 20 each, Desk surface is separated from the side panel to create a dynamic look. Circular pipe legs with covers creating a smooth finish. Wooden partition single side, W64"x D26"x H48" x2, W95"x D26"x H48" x2.
7. **Stool :** 2 each, W25"x D22"x H35"
8. **Desks:** 6 each, W48"x D30"x H29"

9. **Staff chair:** 6 each, the backrest is urethane-mesh finish with various adjustable settings
10. **Pedestal drawer:** 6 each, W16"x D23"x H27"
11. **Lecture table:** 4 each, W75"x D24"x H29"
(for conference room)
12. **Chair:** 12 each, W19"x D19"x H30"
13. **Circulation desk:** 1 each, W10'x D10'x H30-36"
14. **Drawer unit:** 2 each, W15"x D24"x H29"
15. **Drawer unit:** 2 each, W30"x D24"x H29"
16. **Café round table:** 3 each, H=42"; D=28"
17. **Floor mounted swivel stool:** 6each, Seat height = 30"
18. **ADA Compliant computer tables:** 4 each.
19. **Electric Stove:** 2 each, 4 burner
20. **Range cord:** 2 each, 4' 3 prong, 50amp.
21. **Apt. size fridge:** 1 each, 13.86 cubic feet
22. **32" Flat Screen TV:** 3 each, Panel LCD TV
23. **TV Wall Mount:** 3 each, for flat tv, tilt style
24. **Color Printer:** 1 each, 50-sheet duplex document feeder, control panel, integral output tray, USB flash drive slot, east front-loading single cartridge system & extendable, 50-sheet multipurpose paper tray.
25. **Black Toner:** 1 each, canon cartridge #118
26. **Color Toner:** 1 each, canon cartridge #118

27. **Tables:** 6 each, round-urethane finished edges.
28. **Chairs:** 24 each, ergonomic design, unified back & seat rest, modern style with smooth curves, stackable chair type.
29. **Shelving:** 1 lot, extrusion molding cover shelving, 2-6 shelving one side & 12-6 shelving double side
30. **Classic Pastry Display Case with four(4) each trays 13"x 18":** 3 each
31. **Work station:** 1 each, Height adjustable with pneumatic lift, adjusts from 20" to 30" height, W60"x H30"x D30".
32. **Laptop computer:** 6 each, (minimum configuration requirements)
- Processor:**
Intel Core 2 Duo P8700 (2.53 GHz) 3M L2 Cache, 1066Mhz FSB
Operating system:
Windows XP Professional SP3 –service pack3 or later
OR
Windows 7 Professional
Verify that all agency applications are compatible with windows 7 professional
- Monitor/ screen:**
14.1 inch LCD Panel or
15.4 inch Wide screen WXGA
- Video:**
Intel Graphics Media Accelerator 950 (up to 224MB shared)
- Memory:**
4.0 GB DDR2-800 2 DIMMS
- Ports:**
Serial docking connector, USB 2.0 (4), Powered USB (D/Bay), 1394, VGA, headphone/ speaker out, infrared port, RJ-11, RJ -45, AC Power.
- Primary Storage:**
160 GB Hard drive
- Docking (optional)**
D/Port, D/Dock, D/View Notebook stand, D/Monitor Stand
- Graphics:**
Integrated Graphic Card
- Connectivity:**

Wired: 56K v924 Internal Modem 10/100/1000 Gigabit Ethernet
Network Interface Adaptor.

WLAN: WiFi 802.11a/g Wireless Ready

Bluetooth (optional)

Drives:

24x CD-ROM 8x DVD+/-RW, 24x CDRW/DVD

- 33. **Mini Laptop:** 10 each (specs the same as regular size laptop)
- 34. **Computers for Disabled Patrons:** 4 each (specs the same as regular size laptop)

E. MITIGATION / IMPROVEMENT OF EXISTING BUILDING

1. Remove and replace deteriorated water sealant materials on all windows and provide water proofing membrane on joints.
2. Remove existing roof covering the stair roof access and install new butler type roof to cover the roof access. New roof shall be protected with new water proofing material.A
3. Repair all concrete cracks and spalling all over the building using epoxy injection or other means of repair recommended by the structural engineer.
4. Remove all existing waterproofing materials and replace with new multi-thane roof water proofing material with 10 years warranty.
5. Enclosed approximately 720 sq. ft. of an open area located at the first floor of existing building using 3/8" thick plexi-glass. Provide double swing door and all necessary accessories complete and ready for use.
6. Remove and replace carpets as per discussed during the site visit.

F. PARKING LOT MODIFICATIONS

1. Existing parking lot shall be designed and modified to comply with ADA Requirements.

NOTES:

- **Building flooring:** will be non-skid ceramic tiles
- **Second Floor:** will be non-skid ceramic tiles
- **Second Floor (existing building):** aluminum door leading to existing library (existing window to be converted to a door way) should be a secured door or a swiped card operated door.
- Central air conditioning
- Aluminum typhoon shutters able to withstand 200 mph.
- All materials to be furnished by the contractor must be a buy American product. Contractor must submit certification.
- All other items not detailed shall be assumed included to make the system work complete and ready for use
- All the entry permits in conjunction with the services shall be the responsibility of the contractor.
- All drawing, illustrations and pictures attached to the bid documents are for general guidelines and reference only for bidding and design. The Contractor shall submit drawing, product specifications and pictures for the approval of DPW Engineer and the using agency representative.

G. ARCHAEOLOGICAL REQUIREMENTS

TASK I –Scope of Work Preparation/Site investigation

The Contractor shall submit detailed scope of work for approval by any agency having jurisdiction prior to start of any field work. The scope of work shall include historic context of the building, background information of the site, previous archaeological history, plus all other requirements needed set forth by the all agency having jurisdictions. The Contractor shall submit fieldwork reports and data analysis during the course of the work.

TASK II – Subsurface Testing

A minimum of 4 trenches utilizing a 2 foot wide smooth blade bucket to a depth of six feet or the water table.

- a). two trenches north of new lobby 35 feet in length.
- b). two trenches south of new lobby 65 feet in length.

Trenches can be run diagonally across the area, if intact cultural deposits are discovered they are not to be trenched through but exposed. A datum set and 1x1 meter excavation units or large block EUs shall be opened to examine the cultural stratum for features and evaluated using the National Register Criteria.

TASK III – Analysis of all artifacts collected, charcoal samples, etc.

All artifacts collected shall be analyzed.

TASK IV – Existing Public Library Building inspection/evaluation

Inspection of the 1st floor of the existing library building by a NPS-Qualified Historic Architect to determine if the portion of or feature to be repaired, removed or replaced is part of the 103rd Naval Hospital. The NPS-Qualified Historic Architect shall recommend what measures need to be taken to preserve this portion of the library if impacted or recommendations on how should it be mitigated if impacted.

NOTES:

- **Deliverables:** Management Summary 5 to 10 days after the end of field work of findings. If no historic properties are found then the MS can be turned into an abbreviate report. If historic properties are found then a technical report will be produced with a Data Recovery Plan for the site.
- Since Task IV is based on the new building being connected with the existing library and this has not been decided with the plans to date and may or may not be needed. However, if the buildings are physically connected then a Historic Architect will have to be on board to identify what if any portion of the 103rd naval Hospital exist.

- The Contractor must submit the resume of the Historic Architect to the agency having jurisdiction.

V. DESIGN PHASE OF THE PROJECT:

1. TASKS AND SUBMITTAL PHASE

TASK I. PRELIMINARY-Site Assessments and 60% PS&E Submittal

The Project involves those investigative and study requirements, which must be undertaken to adequately assess the existing condition of the site and form the basis of subsequent design activities to be in compliance with the International Building Code 2009 and all other agencies having jurisdictions. Submit five (5) copies for review/approval.

TASK II. PRE-FINAL-90% PS&E Submittal

The Pre-Final PS&E shall be 100% complete incorporating all approved comments from preliminary PS&E. Five (5) copies of the following shall be submitted

1. Plans- complete plans, including title sheet, summary of quantities and schedules, details, cross sections, etc;
2. Technical Specifications- complete technical specifications to properly construct each item, of work including test procedures required, and any special conditions to be required.
3. Estimates- Each item of work shall be supported with a detailed quantity take-off computation and corresponding cost analysis for each item of work. Any lump sum cost shall also be supported with detailed breakdown arriving to the lumps sum cost;
4. Design analysis and computation sheets;
5. CPM schedule to establish project construction activities within the specified construction time.

Firm's key personnel shall participate in the resolution meeting to resolve all comments on the submittal. Prepare a "Minutes of Meetings" for approval and distribution by DPW.

TASK III. FINAL DESIGN SUBMITTAL

After approval of the Pre-Final PS&E, submit five (5) copies for final review. Upon approval of the final PS&E and two (2) copies of other items listed below:

1. Plans
2. Specifications
3. Estimates

An electronic non-PDF workable file in AUTO CADD format, latest version, shall also be submitted in a separate disk for plans, specifications, and estimates for each phase.

VI. PLANS AND DRAFTING

1. The PS&E be prepared in conformance with the standard format furnished by the Government.
2. Plan size shall be 24" x 36".
3. All plans and details shall be legible when reduced to one-half size plans (50% reduction). The minimum size of alphanumeric text on the reduced plans shall be 1/8".
4. Construction and design completion time is **three hundred sixty (360) calendar days**.
5. Design Submittal Schedule:

Task I (Preliminary)	60% Submittal (PS&E)	30 days after Notice to Proceed
Task II (Pre-final)	90 % Submittal (PS&E) Task I	20 days after review & approval of Task I
Task III (Final)	100% Submittal (PS&E) Task II	20 days after review & approval of Task II

6. DPW will issue Notice to Proceed (NTP) for the project upon approval of contract Agreement.

VII. SITE INVESTIGATION

The contractor/designer shall verify existing site conditions and all pertinent information needed for the satisfactory performance of the scope of work.

VIII. WARRANTY OF DESIGN AND CONSTRUCTION

- (a) The Contractor warrants that the Design and construction shall be performed in accordance with contract requirements for a period of one year. Design and construction works related not conforming to the Contract requirements shall be corrected at no additional cost to the Government.

IX. DESIGN CODES/GUIDES AND REFERENCES

All services shall be performed in accordance with the general criteria contained in the following references.

- a. Building Law, Title XXXII, Government Code of Guam
- b. International Building Code (2009 Edition)
- c. International Mechanical Code (Latest Edition)
- d. International Plumbing Code (Latest Edition)
- e. National Electrical Code (NEC-Latest Edition)
- f. National Electrical Safety Code (NESC-Latest Edition)
- g. Life Safety Code (Latest Edition)
- h. International Fire Code (IFC-latest Edition)
- i. National Fire Protection Association Handbook (NFPA 70)
- j. Illuminating Engineering Society (IES)
- k. American Disability Act (ADA)
- l. GEPA, USEPA, CFR29
- m. Guam Energy Code
- n. All other codes, regulations, technical publications and design manuals applicable in the performance of this RFP.

X. GOVERNMENT REVIEWING AND APPROVING AGENCIES:

1. Department of Public Works
2. Guam Environmental Protection Agency
3. Department of Land Management
4. Guam Power Authority
5. Guam Fire Department
6. Guam Waterworks Authority

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

GSOW-12 (AD-2)

PREVAILING WAGE

Prevailing Wage Rates for Temporary Alien Employment Certification
Government of Guam
EFFECTIVE SEPTEMBER 29, 2008

OCCUPATION	HOURLY
Bricklayer	\$14.02
Carpenter	\$13.56
Cement Mason	\$12.87
Construction Equipment Mechanic	\$14.14
Cook, CAMP	\$11.85
Construction Helper	\$9.34
Construction Labor	\$8.50
Electrician	\$15.45
Heating Air conditioning & Refrigeration Mechanic	\$15.73
Heavy Equipment Mechanic	\$14.14
Heavy Equipment Operator	\$13.77
Iron Worker	\$10.38
Painter	\$14.60
Pipe Fitter	\$16.80
Plasterer	\$10.98
Plumber	\$14.96
Refrigeration Mechanic	\$16.24
Roofer	\$10.96
Sheet-Metal Worker	\$15.17

Surveyor Helper	\$10.74
Truck Driver	\$15.98
Welder	\$16.09
Warehouseman	\$12.00

PLANS

EAST
CORNER

5
2/2

4
2/2

3
2/2

**EXTENSION
LOCATION**

TO BE REMOVED

TO BE RELOCATED

TO BE REMOVED

EXISTING AC PAVING
& CONC. CURB TO
BE REMOVED

DUMPSTER TO BE
RELOCATED

EXISTING HEDGES
TO BE REMOVED

EXISTING CONC STEPS
& PLANTS TO BE
REMOVED & RELO
CATED

EXISTING BUILDING

EXISTING PLANTS
TO BE REMOVED

EXISTING TREE
TO BE REMOVED &
RELOCATED

EXISTING CONC CANOPY
& CONC WALK TO BE
REMOVED

EXISTING TREES
TO BE REMOVED

PROPERTY LINE

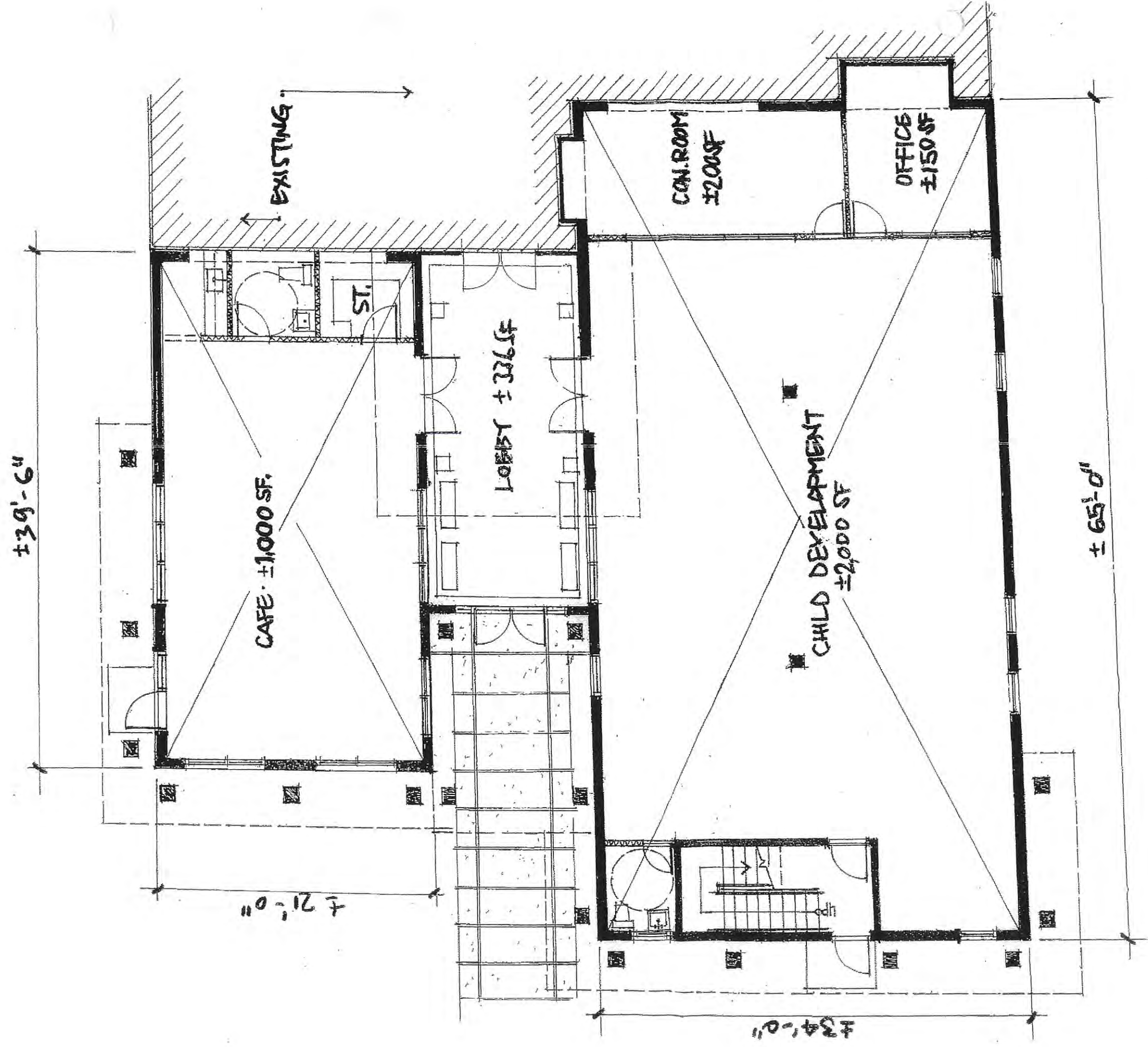
EXISTING TREES
TO REMAIN

SITE PLAN



SCALE

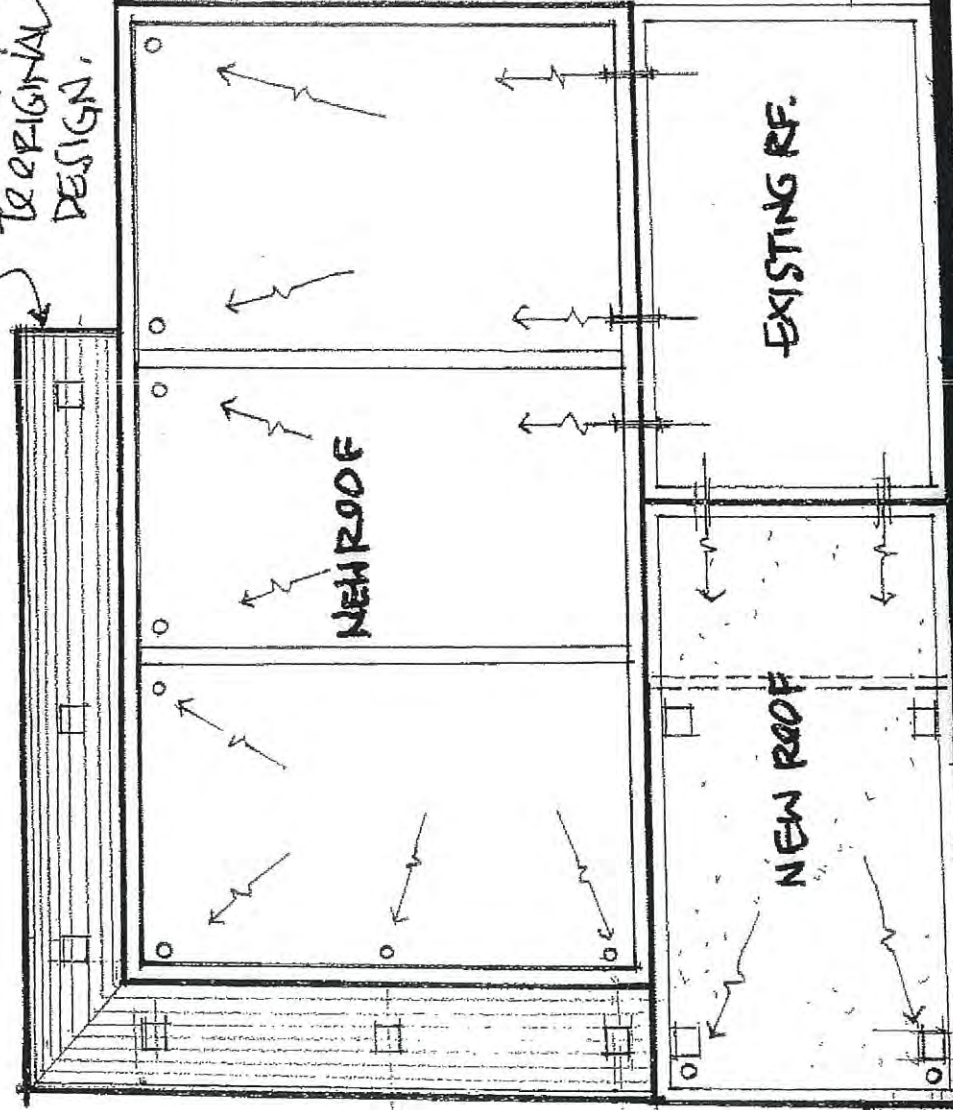
WEST
CORNER



FIRST FLOOR PLAN



DECORATIVE TRELLIS
OVERHANG, SIMILAR
TO ORIGINAL LIBRARY
DESIGN.

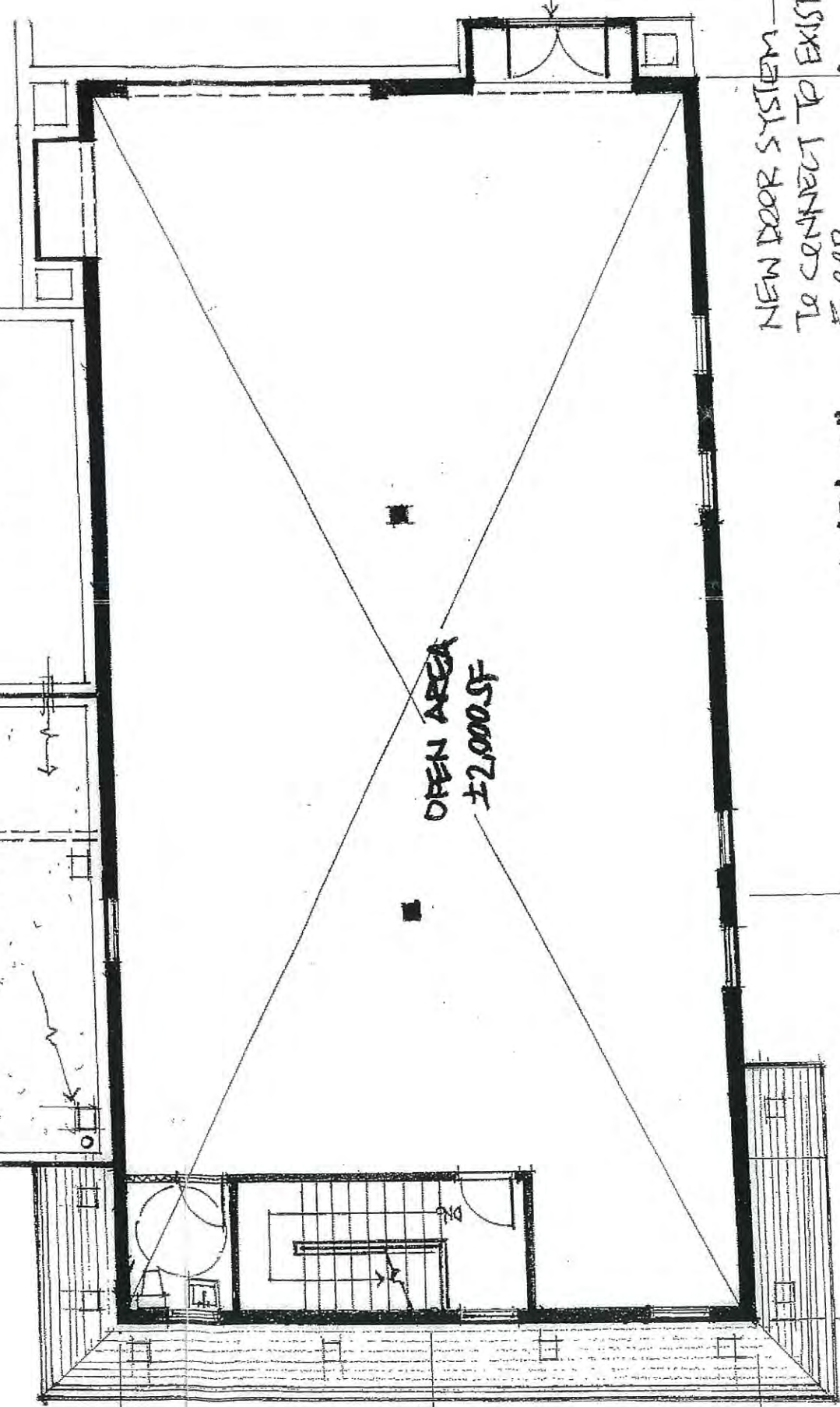


EXISTING

EXISTING RF.

NEW ROOF

NEW ROOF



±16'-0"

±16'-0"

OPEN AREA
±2,000 SF

NEW DOOR SYSTEM
TO CONNECT TO EXISTING
FLOOR

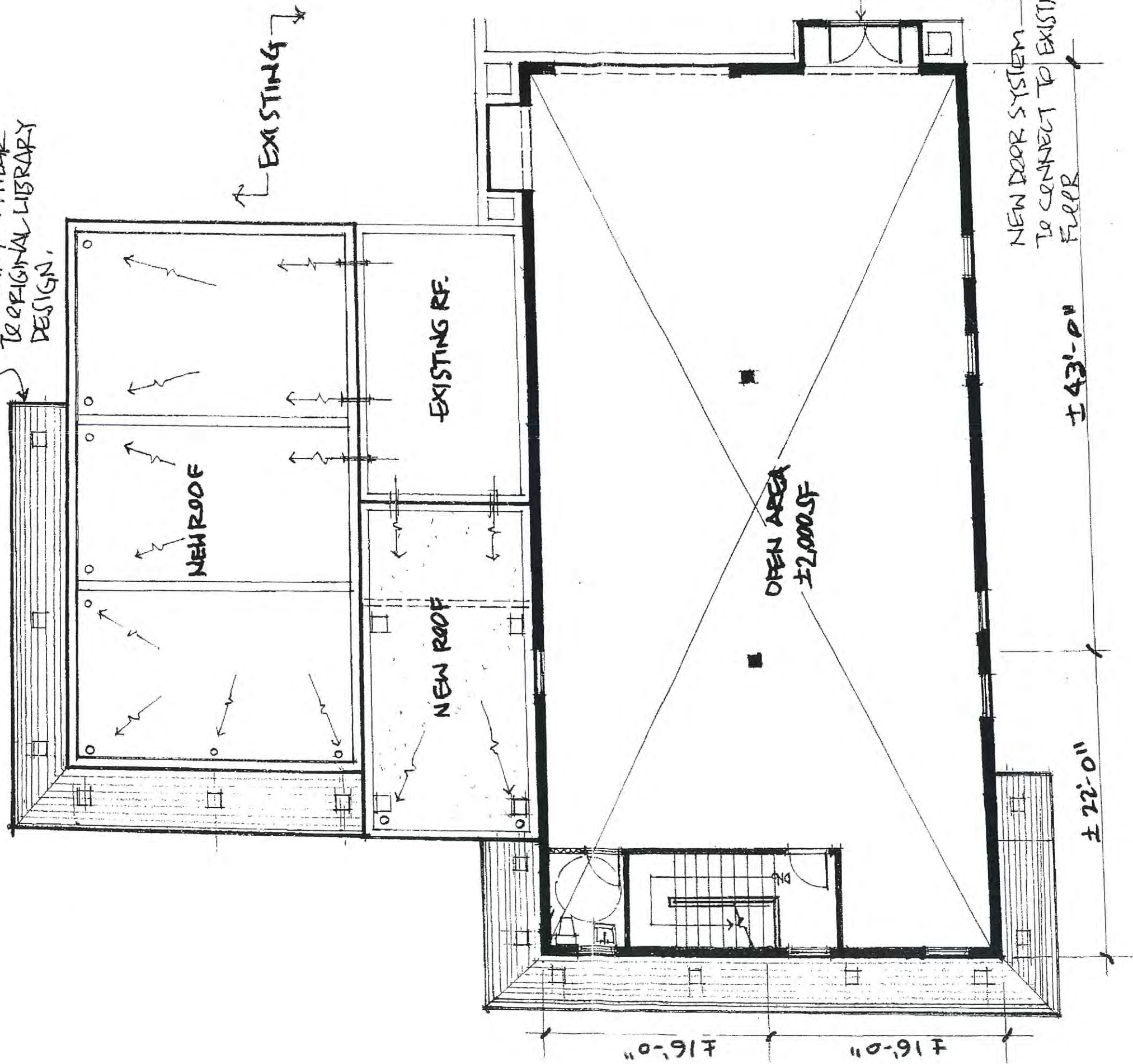
±43'-0"

±22'-0"

○ SECOND FLOOR PLAN



DECORATIVE TRELLIS
OVERHANG - SIMILAR
TO ORIGINAL LIBRARY
DESIGN.



○ SECOND FLOOR PLAN



7. Guam Historic Preservation

XI. DISPOSAL:

1. Contractor must coordinate with the owner prior to any disposal activity.
2. Removal and disposal fee shall be paid by the contractor.

END OF GENERAL STATEMENT OF WORK