

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

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

Run Date : 5/12/14 STATEMENT OF APPROPRIATIONS, ALLOTMENT, OUTSTANDING ENCUMBRANCE AND EXPENDITURES
 Run Time : 9:22:29

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

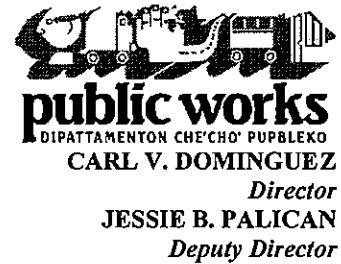
Exclude Object Codes:

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



The Honorable
EDDIE BAZA CALVO
Governor

The Honorable
RAY TENORIO
Lt. Governor



CARL V. DOMINGUEZ

Director

JESSIE B. PALICAN

Deputy Director

MEMORANDUM

TO: The Governor

VIA: Director, Bureau of Budget and Management Research

FROM: Director, Department of Public Works

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

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

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

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

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

We request your early approval.

CARL V. DOMINGUEZ

DECLARATION RE COMPLIANCE WITH 5 GCA § 5150

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

- 1) I am the procurement officer (Chief Procurement Officer; Director of Public Works; or head of a purchasing agency) for this procurement;
- 2) I have caused an estimate to be made of the cost of the services or supplies, being procured, and for which a contract will be entered into or a purchase order will be issued, whichever is appropriate as the case may be;
- 3) My estimate of the total cost of the contract or purchase order, whichever is appropriate as the case maybe, is (please check one):

less than \$500,000; or

\$500,000 or more;

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



(Declarant's Signature)

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

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

CONTRACT SUBMITTAL CHECKLIST

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

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

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

CHRONOLOGY OF EVENTS

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

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

MARIANAS VARIETY GUARD EDITION

ATTACHMENT "B"

General Motors must address recall soon to save reputation

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

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

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

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

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

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

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

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

U.S. job growth offers upbeat sign

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

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

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

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

those months than previously reported.

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

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

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

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

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

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

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

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

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

Washington, Tokyo seek to end deadlock on tariffs

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

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

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

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



Wendy Cutler

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

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

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

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

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

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

20 Freescale employees aboard ill-fated plane

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

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

and Kuala Lumpur, a company source said.

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

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

Twelve of the Freescale employees on the plane were

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

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

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

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

THIS ADVERTISEMENT WAS PAID FOR BY:
OFFICE OF THE GOVERNOR

BID INVITATION

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

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

INTERESTED PARTY MAY PICK UP FORM/SPECIFICATIONS AT SAID PLACE

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

INVITATION TO BID

GUAM PUBLIC WORKS

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

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

Treasurer of Guam

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

Availability of Documents: March 10, 2014, 8:00 AM to 4:00 PM, Monday through Friday, at the following address:

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

Bid Opening: April 02, 2014 2:00 PM

Carl V. Ocasio
DIRECTOR



The Honorable
EDDIE BAZA CALVO
Governor

The Honorable
RAY TENORIO
Lt. Governor

ATTACHMENT "D"

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

April 17, 2014

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

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

Gentlemen:

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

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

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

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

Sincerely,

CARL DOMINGUEZ

Director

2015

CONTRACTOR'S LICENSE

EDDIE BAZA CALVO
Governor of Guam

ATTACHMENT "E"

RAY TENORIO
Lt. Governor of Guam

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

Giant Construction Corporation

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

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

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

Signature of RME
RME #

Signature of LICENSEE
License # 4096

GRT # 87906

Certificate # C-0414-0050

Issued: April 28, 2014

Expires: June 30, 2015



Eduardo R. Ordonez
EDUARDO R. ORDONEZ
EXECUTIVE DIRECTOR

2015

CONTRACTOR'S LICENSE

EDDIE BAZA CALVO
Governor of Guam

ATTACHMENT "E"

RAY TENORIO
Lt. Governor of Guam

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

In Chul Chung

RME for: Giant Construction Corporation

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

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

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

Signature of RME
RME # 4056

Signature of LICENSEE
License #

GRT #

Certificate # R-0414-0051

Issued: April 28, 2014

Expires: June 30, 2015



[Signature]
EDUARDO R. ORDONEZ
EXECUTIVE DIRECTOR

ATTACHMENT "E" 9

2014

CONTRACTOR'S LICENSE

EDDIE BAZA CALVO
Governor of Guam

RAY TENORIO
Lt. Governor of Guam

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

S.K. Construction, Inc.

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

B

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

[Handwritten Signature]

Signature of RME
RME #

GRT # 200700288

Issued: June 25, 2013

[Handwritten Signature]

Signature of LICENSEE
License # CLB07-0156

Certificate # C-0613-0600

Expires: June 30, 2014

[Handwritten Signature]
EDUARDO R. ORDONEZ
EXECUTIVE DIRECTOR

[Handwritten Signature]
RICHARD QUIAMEAO
BOARD CHAIRMAN



ATTACHMENT 'F'

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

[] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

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


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

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

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

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

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



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

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

NOTARY PUBLIC
My commission expires

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

AG " . . . 17, 2005)

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

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

EDDIE BAZA CALVO
Governor of Guam

PREPARED BY:



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

1 1

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

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

**EDDIE BAZA CALVO
GOVERNOR OF GUAM**

PREPARED BY:

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

2014

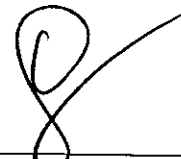
RECOMMEND APPROVAL:



JOHN F. CALANAYAN
Acting Chief Engineer
Department of Public works

Date: 3/4/14

APPROVED BY:



CARL V. DOMINGUEZ
Director
Department of Public works

Date: 3/5/14

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

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

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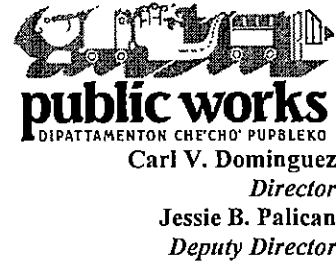
	Contents	Page
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3.	Bid Form	BF-1 to 4
4.	Bid Bond	BB-1 to 2
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11.	Prevailing Wage Rates	PWR-1
12.	Plans	

INVITATION TO BID



The Honorable
EDDIE BAZA CALVO
Governor

The Honorable
RAY TENORIO
Lt. Governor



INVITATION TO BID

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

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

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

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

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

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

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

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


CARL V. DOMINGUEZ
Director

INSTRUCTION
TO
BIDDERS

INSTRUCTION TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

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

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

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

2. TIME OF COMPLETION

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

3. PLANS AND SPECIFICATIONS

This invitation for bids consists of the following documents:

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

b) Bid Submittal Documents

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

c) Contract Documents

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

4. PREPARATION OF BID

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

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

5. BID SECURITY

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

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

6. NON-COLLUSION AFFIDAVIT

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

7. RIGHT TO ACCEPT AND REJECT BIDS

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

8. METHOD OF AWARD

a. Bidding procedure involving only a BASE BID:

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

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

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

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

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

9. **COMPETENCY OF BIDDERS**

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

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

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

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

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

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

10. MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS

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

11. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

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

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

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

13. ACCESS TO RECORDS AND OTHER REVIEW:

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

14. DISCLOSURE OF MAJOR SHAREHOLDERS:

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

INSTRUCTIONS TO BIDDERS

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

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

-END OF INSTRUCTION TO BIDDERS-

BID FORMS

ORIGINAL

BID PRICE FORM

Date: April 15, 2014

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

Gentlemen:

The undersigned (hereafter called the Bidder), a

Giant / SK Construction Co.

(Corporation, Partnership or Individual)

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

all in accordance with the drawings, specifications and other contract documents prepared by the Department of Public Works for the sum of Nine Hundred Ninety One Thousand Four Hundred Sixty & 72 Cents (\$991,466.72) plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized bid form attached hereto.

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

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

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

BID FORM

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

BF-1

BASIC BID ITEM I:

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

BID FORM

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

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

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

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

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

BID FORM

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

BF-3

BID BOND

(to be submitted together with the Bid Forms)

BID BOND

BOND NO. KIC-13390-B

KNOW ALL MEN BY THESE PRESENTS, that GIANT CONSTRUCTION CORPORATION

(Name of Contractor)

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

(Name of Surety)

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

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

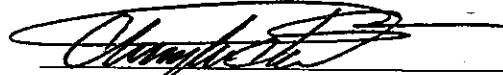
NOW THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall not withdraw said bid within sixty (60) calendar days after the opening of bids, and shall within fifteen (15) calendar days after the prescribed forms are presented to him for signature, enter into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

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

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

Signed and sealed this 10TH day of APRIL, 2014

GIANT CONSTRUCTION CORPORATION



(PRINCIPAL) (SEAL)

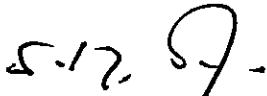


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(WITNESS)

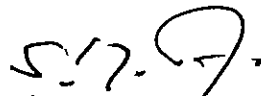
Surety Division Clerk

(TITLE)



JEONG NAM KIM

(MAJOR OFFICER OF SURETY)



JONGYONG CHOI

(MAJOR OFFICER OF SURETY)

PRESIDENT & CEO

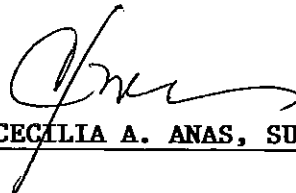
(TITLE)

SR. EXECUTIVE VP

(TITLE)

MOYLAN'S INSURANCE UND., INC.

(RESIDENT GENERAL AGENT)



CECILIA A. ANAS, SURETY DIVISION MANAGER

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

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

RENEWAL COA218

Know All Men By These Presents That:

Name DONGBU INSURANCE COMPANY, LTD.

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

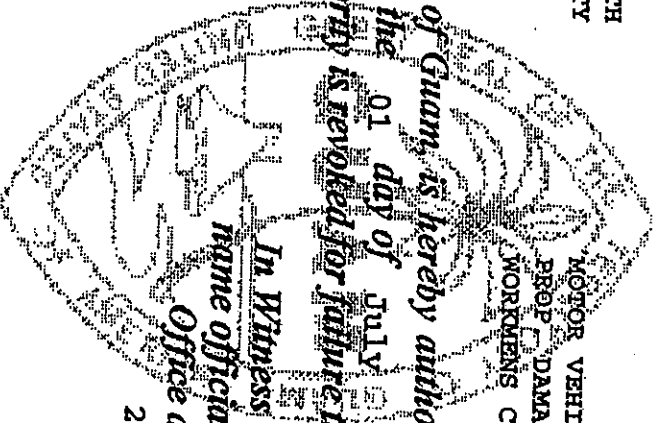
Classes of Insurance Authorized

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

Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 01 day of July, 20 14, unless authority is revoked for failure to comply with the law. 20 13, to the 01 day of July

General Agent(s):

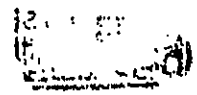
MOYLAN'S INSURANCE UNDERWRITERS INC



In Witness Whereof, I have hereunto subscribed my name officially and have hereon impressed my Seal of Office at the City of Hagatña, Guam on this 24 day of May A.D. 20 13.

Artemio B. Ilagan
ARTEMIO B. ILAGAN
Insurance Commissioner

POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS :

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

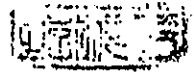
IN WITNESS WHEREOF, Dongbu Insurance Co., Ltd. has caused these presents to be signed by me and the Corporate Secretary, and to be affixed of its corporate seal thereunto on this 11th day of June, 2010.

DONGBU INSURANCE COMPANY LIMITED

JEONG NAM KIM
President and CEO

CHANG SEOB KIM
SECRETARY

POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS:

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

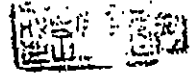
IN WITNESS WHEREOF, Dongbu Insurance Co., Ltd. has caused these presents to be signed by its Chief Executive Officer and the Corporate Secretary, and to be affixed of its corporate seal thereunto on this 11th day of June, 2010.

DONGBU INSURANCE COMPANY LIMITED

JEONG NAM KIM
President and CEO

CHANG SEOB KIM
SECRETARY

POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS:

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

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

DONGBU INSURANCE COMPANY LIMITED

JEONG NAM KIM
President and CEO

Acknowledged

SUNG MIN OH
GUAM BRANCH MANAGER

Attest:

CHANG SEOB KIM
SECRETARY



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS :

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

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

DONGBU INSURANCE COMPANY LIMITED

J. Y. Choi

JONGYONG CHOI
SENIOR EXECUTIVE VICE PRESIDENT


CHANG SEOB KIM
SECRETARY

FORMAL CONTRACT

CONTRACT NO. _____

CONTRACT

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

Public Works
(Department)

2014

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

Amount: **\$ 991,466.72**

Place: **Hagatna, Guam**

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

FC-1

RECD BY:

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

FORMAL CONTRACT

THIS AGREEMENT AND FORMAL CONTRACT, made and entered into this _____ day of _____ 2014, by and between the Government of Guam, hereinafter called the "Government", represented by the Contracting Officer executing this contract, party of the first part, and S.K. Construction, Inc. & Giant Construction, Inc. (Joint Venture), a partnership of Guam, hereinafter called the "Contractor", party of the second part.

WITNESSETH, That whereas the Government intends to perform the **“Guam Public Library Extension, Design-Build, (Re-Bid Package), Project No.: 540-5-1023-AGN”**, hereinafter called the "Project", in accordance with the drawings, specifications and other contract documents prepared by the Department of Public Works.

NOW THEREFORE, the Government and Contractor for the considerations hereinafter set forth, agree as follows:

I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all the work required for the construction of the Project, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract, including the following addenda:

Addendum No.	Dated
<u>1</u>	<u>March 24, 2014</u>
<u>2</u>	<u>April 07, 2014</u>

(a) Contract Time: The Contractor agrees to commence work under this contract upon written notice to proceed, and **to complete the project ready for use and operation within three**

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

hundred sixty (360) calendar days of the commencement of the contract time as stated in the Instructions to Bidders of the contract.

(b) Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the contract documents. The contract documents shall not be construed as creating any contractual relation between any subcontractor and the Government.

II. SUBJECT TO AVAILABILITY OF FUNDS, THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, *the contract amount of Nine Hundred Ninety One Thousand Four Hundred Sixty Six Dollars and Seventy Two Cents (\$ 991,466.72) plus* any and all sums to be added and/or deducted resulting from all extra and/or omitted work in connection therewith, as authorized under the terms as stated in the General Conditions of the contract, all in accordance with the terms as stated in the contract documents.

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

III. CONTRACT DOCUMENTS: It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the contract documents, all of which are made a part hereof, and collectively evidence and constitute the contract between the parties hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows:

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

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

- h) Plans
- i) Addendum(s)

IV. LIQUIDATED DAMAGES: The Contractor further agrees to pay to the Government the amount *of one-fourth of one percent (0.25%) of the contract value per calendar day*, not as a penalty, but as a reasonable liquidated damages for breach of this contract by the Contractor by his failing, neglecting or refusing to complete the work within the time herein specified and said sums shall be paid for each consecutive calendar day thereafter that the Contractor shall be in default after the time stipulated in the contract for completing the work ready for use and/or operation.

V. WARRANTY: The Contractor hereby warrants that the equipment listed in the General Statement of Work shall be free of defect for a period of one year from the date of occupancy permit. Contractor further agrees to repair or replace, at no cost to the Owner, any equipment (including air conditioner listed in the General Statement of Work that fails during the first year.

VI. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. The warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

VII. OTHER CONTRACTS. The Government may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall

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

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

VIII. DISPUTES. Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the Contracting Officer whose decision shall be final and conclusive upon the parties thereto. In the meantime the Contractor shall diligently proceed with the work as directed.

IX. CONTRACT BINDING. It is agreed that this contract and all of the Covenants hereof shall inure to the benefit of and be binding upon the Government and the Contractor respectively and his partners, successors, assignees and legal representatives. Neither the Government nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the building or works covered by this contract, or the land upon which the same is situated.

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

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

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

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

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

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

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proceed in a different jurisdiction or forum.

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

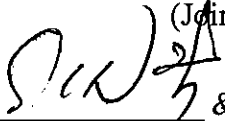

XV. MANDATORY REPRESENTATION BY THE CONTRACTOR REGARDING PROHIBITION AGAINST GRATUITIES AND KICKBACKS (2 GAR Div. 4 11107(e)) With respect to this Agreement and any other contract that the Contractor may have or wish to enter into with any Government of Guam agency, the Contractor represents that he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

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

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

GOVERNMENT

 & 

CARL V. DOMINGUEZ
Director
Department of Public Works

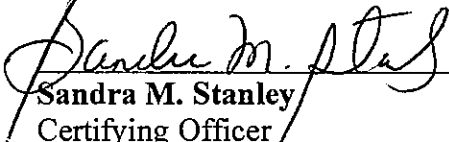
Sin, Yang Sik **Chung, In Chul**
President President

Date: _____

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

Joseph Artero-Cameron
President
Department of Chamorro Affairs

CERTIFIED FUNDS AVAILABLE:


Sandra M. Stanley
Certifying Officer
Guam Public Library

Date: _____

Allotment No.: 5101H111800IB111-450

CLEARED AS PER BBMR'S REVIEW:

Amount: \$ 991,466.72

JOHN A. RIOS
Director
Bureau of Budget Management and Research

APPROVED AS TO LEGALITY AND FORM:

Date: _____

LEONARDO M. RAPADAS
Attorney General

Date: _____

APPROVED:

EDDIE BAZA CALVO
Governor of Guam
Date: _____

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

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

JOINT VENTURE TEAMING AGREEMENT

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

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

Contractor and Subcontractor agree as follows:

1.0 Contract Documents

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

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

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

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

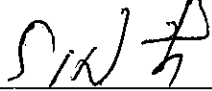
- 6.0 **Authorization** . Each party warrants that the representatives signing this Agreement are authorized to enter into this Agreement on behalf of the respective parties and further warrants that each party respectively has agreed to all of the terms and conditions of the Agreement.
- 7.0 **Notice**.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

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

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

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

S.K. Construction, Inc.



By Sin, Yang Sik
President

Giant Construction Co., Inc.



By Chung, In Chul
President

**PERFORMANCE
AND PAYMENT
BOND**

PERFORMANCE AND PAYMENT BONDS

KIC-13403-PF/PM

KNOW ALL MEN BY THESE PRESENTS that GIANT CONSTRUCTION CORPORATION

(Name of Contractor)

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

(Name of Surety)

a corporation duly organized under the laws of the State of KOREA and authorized to transact business in Guam, as Surety, are held and firmly bound unto the Government

of Guam, as obligee, hereinafter called the Government for use and benefit of claimants as herein below defined, in the amount of NINE HUNDRED NINETY-ONE THOUSAND FOUR HUNDRED SIXTY SIX & 72/100 Dollars

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

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

entered into a Contract with the Government for the "Guam Public Library Extension, Design-Build, (Re-Bid Package), Project No.: 540-5-1023-F-AGN" in accordance with Drawings and Specifications prepared by the Department of Public Works, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Government provided the same is within the scope of the Contract.
- B. Whenever Contractor shall be and is declared in default by the Government to be in default

under the Contract, the Government having performed territorial obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Government and the Surety of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the Government, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph shall mean the total amount payable by the Government to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Government to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Government or successors of the Government.

C. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

D. The above-named Contractor and Surety hereby jointly and severally agree with the

Government that every claimant as herein defined, who has not been paid in full before the expiration of a period of forty five (45) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Government shall not be liable for the payment of any costs or expenses of any such suit.

E. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following:

The Contractor, the Government, or the Surety above named, within forty five (45) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the principal maintains an office or conducts its business.


2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
3. Other than in a court of competent jurisdiction in and for the Territory of Guam.

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

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

IN THE PRESENCE OF:

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


VENESSA FRANCISCO
(WITNESS)


(CONTRACTOR) (SEAL)

SURETY DIVISION CLERK
(TITLE)

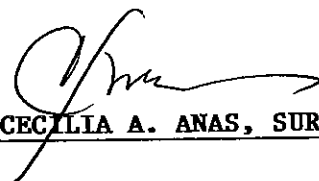

JEONG NAM KIM
(MAJOR OFFICER OF SURETY)


JONGYONG CHOI
(MAJOR OFFICER OF SURETY)

PRESIDENT & CEO
(TITLE)

SR. EXECUTIVE VP
(TITLE)

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


CECILIA A. ANAS, SURETY DIVISION MANAGER

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

RENEWAL GOA218

Know All Men By These Presents That:

Name DONGBU INSURANCE COMPANY, LTD.

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

CPO BOX 658

Classes of Insurance Authorized

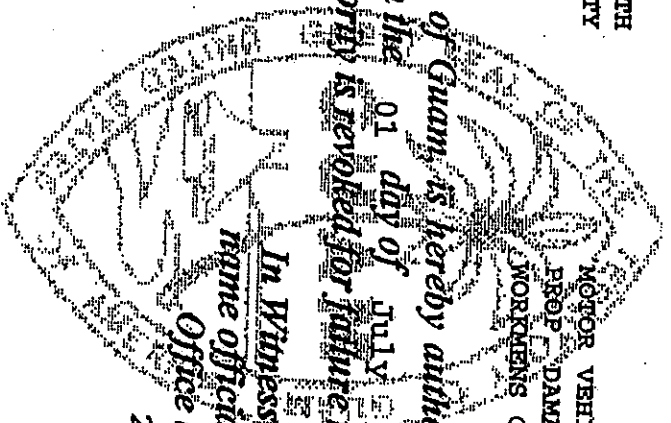
- ACCIDENT & HEALTH
- FIDELITY & SURETY
- FIRE
- MARINE
- MISCELLANEOUS
- MOTOR VEHICLE
- PROP DAMAGE & LIABILITY
- WORKMENS COMP

Having complied with the Insurance Law of Guam, is hereby authorized to transact as an insurer, the above named Classes of Insurance in Guam from the 01 day of July, 20 14, unless authority is revoked for future to comply with the law, 20 13, to the 01 day of July, 20 14.

General Agent(s):

ROYLAN'S INSURANCE UNDERWRITERS INC

In Witness Whereof, I have hereunto subscribed my name Officially and have hereon impressed my Seal of Office at the City of Hagatña, Guam on this 24 day of May A.D. 20 13.



Artemio B. Ilagan
ARTEMIO B. ILAGAN

Insurance Commissioner