



JOSEPH T. DUENAS
CCU Chairman



JOHN M. BENAVENTE, P.E.
General Manager

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Accountability · **Impartiality** · **Competence** · **Openness** · **Value**

INVITATION TO BID (ITB) NO.: GPA-067-16

DESCRIPTION: GPA Warehouse Expansion And Repairs (Design-Build)

SPECIAL REMINDERS TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, **one (1) original, two (2) in duplicate**, at the date and time for bid opening.

(XX) BID GUARANTEE (no less than 15% of total bid) May be in the form of;
(NOTE: Cashier's Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.)

Reference #11 on the General Terms and Conditions

- a. Cashier's Check or Certified Check
- b. Letter of Credit or
- c. Surety Bond – Valid only if accompanied by:
 1. Current Certificate of Authority issued by the Insurance Commissioner;
 2. Power of Attorney issued by the Surety to the Resident General Agent;
 3. Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.

() STATEMENT OF QUALIFICATION;

() SAMPLES;

(XX) BROCHURES/DESCRIPTIVE LITERATURE; (Shall provide detailed literature on items offered.)

(XX) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS – Affidavits must comply with the following requirements:

- a. The affidavit must be signed within 60 days of the date the bid is due;
- b. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- c. First time affidavit **must** be an **original** – If copy, indicate Bid Number/Agency where original can be obtained.

(XX) NON-COLLUSION AFFIDAVIT;

(XX) NO GRATUITIES OR KICKBACKS AFFIDAVIT;

(XX) ETHICAL STANDARDS AFFIDAVIT;

(XX) WAGE DETERMINATION AFFIDAVIT;

(XX) RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;

(XX) OTHER REQUIREMENTS:

A Guam Business License and/or Contractor's License with proof of Employer Identification Number (EIN) is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the Authority. Bidders MUST comply with PL 26-111 dated June 18, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act (www.wdol.gov). Additionally, upon award the successful bidder must provide to GPA the most recently issued Wage Determination by the US Dept. of Labor.

The reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements will mean a disqualification and rejection of the bid.

On this _____ day of _____, 2016, I, _____, authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

INVITATION FOR BID

ISSUING OFFICE:

Guam Power Authority
Procurement Management Materials Supply
GPA Central Office, 1st. Floor
Gloria B. Nelson Public Service Building
688 Route 15
Mangilao, Guam 96913

 5-3-16
 **JOHN M. BENAVENTE, P.E. DATE**
General Manager

DATE ISSUED: May 05, 2016 BID INVITATION NO.: GPA-067-16

BID FOR: GPA Warehouse Expansion And Repairs (Design-Build)

SPECIFICATION: See Attached

DESTINATION: See Attached

REQUIRED DELIVERY DATE: 240 Calendar Days Upon Issuance of Notice to Proceed (NTP)

PRE-BID CONFERENCE/SITE VISIT (MANDATORY): 9:00 A.M., Thursday, 05/12/2016

LAST DAY FOR INQUIRES: Tuesday, 05/17/2016, 4:00 P.M.

INSTRUCTIONS TO BIDDERS:

INDICATE WHETHER: INDIVIDUAL PARTNERSHIP CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00 P.M., Date: 05/26/2016 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within one hundred twenty (120) calendar days from the date opening to supply any or all of the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM NO(S). AWARDED: _____

CONTRACTING OFFICER:

JOHN M. BENAVENTE, P.E. DATE
General Manager

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON

BID INVITATION NO. GPA –067–16
FOR
GPA WAREHOUSE EXPANSION AND REPAIRS
(DESIGN-BUILD)



JOVEN G. ACOSTA, P.E.
Manager of Engineering

MELINDA R. CAMACHO, P.E.
Assistant General Manager of Operations

JOHN M. BENAVENTE, P.E.
General Manager

Guam Power Authority
P.O. Box 2977
Hagatna, Guam 96932

GPA WAREHOUSE EXPANSION AND REPAIRS
(DESIGN-BUILD)
SPECIFICATION NO. GPA-067-16

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INVITATION TO BID

The Government of Guam, through the Guam Power Authority, is soliciting bid for the GPA Warehouse Expansion and Repairs (Design-Build). Interested parties are required to submit two (2) copies and one (1) original of their sealed bid to the Guam Power Authority, Procurement Office located at 688 Route 15, Mangilao, Guam no later than 2:00 P.M., May 26, 2016. Bids will be publicly opened in the Procurement Conference Room, 1st Floor, Gloria B. Nelson Service Building, 688 Route 15, Mangilao, Guam.

Contract time is Two hundred forty (240) calendar days after issuance of Notice to Proceed. All bids must be accompanied by a bid security in the amount of 15% of the total bid amount. Bid security can be made by a surety bond or cash deposit in the form of a certified check or cashier's check made payable to the Guam Power Authority.

All interested parties are hereby notice that minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color and national origin in consideration for an award.

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

A mandatory pre-bid conference will be held on 9:00 A.M., May 12, 2016 at the GPA Procurement Conference Room 1st floor, Gloria B. Nelson Service Building, Mangilao, Guam. An investigation to allow prospective bidders to familiarize themselves with said project will be conducted after the pre-bid conference.

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INVITATION TO BID
GPA Warehouse Expansion and Repairs
(Design-Build)

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

Interested parties shall submit two (2) copies and one (1) original of their sealed bids for the GPA Warehouse Expansion and Repairs (Design-Build). Sealed bids will be received by the Guam Power Authority at the Procurement Office until 2:00 P.M., May 26, 2016. Bids will be publicly opened and read aloud shortly afterwards in the GPA Procurement Office, 1st Floor, Gloria B. Nelson Public Service Building.

Bids shall be made on the forms furnished by the Guam Power Authority and shall be enclosed in a sealed envelope addressed to the General Manager of Guam Power Authority, Government of Guam, and endorsed with the name of the bidder and the title "GPA Warehouse Expansion and Repairs (Design-Build)".

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 and shall complete all work within 240 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

Plans, specifications and bid forms may be obtained at the Procurement Office, 1st Floor, Gloria B. Nelson Service Guam Power Authority.

This invitation for bid 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. Bid Bond

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4. Non-Collusion Affidavit
5. Listing of Subcontractors
6. Major Shareholders Disclosure Affidavit
7. No Gratuities or Kickbacks Affidavit
8. Ethical Standards Affidavit
9. Declaration Re-Compliance with U.S. DOL Wage Determination
10. Restrictions against Sex Offenders Affidavit
11. Contract

c) Contract Documents

1. Formal Contract
2. Performance and Payment Bonds
3. Special Provisions
4. General Conditions
5. General Scope of Work
6. Prevailing Wage Rates
7. Technical Specifications
8. Plans

4. **PREPARATION OF BID**

The bidder must submit his bid on the forms furnished by the Guam Power Authority. All blank spaces in the bid forms must be correctly filled in where indicated and the bidder must state the prices (both 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 incorporate all costs associated with the delivery of product as necessary, in his bid price proposal.

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 INQUIRY**

Discrepancies, omissions, or doubts as to the meaning of bid submittal documents, contract provisions and technical specifications should be communicated in writing to the General Manager of the Guam Power Authority for interpretation. Bidders should act promptly and allow sufficient time for a reply to reach them. Every interpretation made to a bidder will be in the form of an addendum to the Invitation for Bids documents which, if issued, will be sent as promptly as practicable to all persons to whom the bid documents have been issued. All such addenda shall become part of the

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contract documents. Last day for inquiries shall be Tuesday, May 17, 2016 at 4:00 P.M. Inquiries received after that date will not be entertained.

6. SUBMISSION OF BIDS

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

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

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

7. BID SECURITY

Bids shall be accompanied by a bid guarantee deposit of not less than fifteen percent (15%) of the total bid amount for which an award can be made. Bid guarantee may be bid bond (form enclosed), certified check or cashier's check. Bid bond shall be signed by the bidder, two major officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety and shall be accompanied with copies of current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation, Power of Attorney issued by the Surety to the Resident General Agent and Power of Attorney issued by two major officers of the Surety to whoever is signing on their behalf. Certified check or cashier's check must be issued by a banking institution licensed to do business on Guam and shall be made payable to the Guam Power

Authority: Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw his bid for a period of sixty (60) calendar days after the scheduled closing time for the receipt of bids; that if his bid is accepted, he will enter into a formal contract with GPA in accordance with the form of agreement included as a part of the contract documents. The bid guarantee shall be returned to all except the three lowest bidders within three days after the formal opening of bids. The bid guarantee of the second and/or third low bidder shall be returned thirty (30) calendar days after the bid opening date upon request, provided that he has not been notified by GPA of the acceptance of his bid prior to the date of such request. The bid guarantee of the lowest qualified bidder shall be returned within forty eight (48) days after the Guam Power

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Authority and the qualified bidder have executed the contract.

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.

8. 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:

- a) Total Assets
- b) Total Liabilities
- c) Total Current Assets
- d) Total Current Liabilities
- e) 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.

9. NON-COLLUSION AFFIDAVIT

Each person submitting a bid for any portion of the work covered by the bid documents shall execute

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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.

10. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

The bidder, offeror or 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 Section 11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

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

The bidder, offeror or 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 Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act.

12. DISCLOSURE OF MAJOR SHAREHOLDERS

5 GCA §5233 (Title 5, Section 5233) states:

"Section 5233 Disclosure of Major Shareholders. As a condition of submitting a bid or offer, 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, or, that it is a not for profit organization that qualifies for tax exemption under the Internal Revenue Code of the United States or the Business Privilege Tax law of Guam, Title 12, Guam Code Annotated, Section 26203©. With the exception of not for profit organizations, the affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have 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 or offer 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."

13. 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

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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.

14. WITHDRAWAL OF BIDS

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

15. PUBLICITY OF BIDS

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

16. RECEIPT AND OPENING OF BIDS

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

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

17. RIGHT TO ACCEPT AND REJECT BIDS

GPA 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 or to furnish a satisfactory performance and payment bond, the Government, after declaring forfeited the security deposit of such bidder, reserves the option to accept the bid of any other bidder within fifteen (15) calendar 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.

18. AWARD OF CONTRACT

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

(b) GPA reserves the right to waive any informality in bids received when such waiver is in the best

interest of the Government. The Government also reserves the right to accept any item in the bid and to reject any item in the bid unless otherwise specified by GPA.

(c) Bidding procedure involving basic bid and additive bid items: If the total of the basic bid items is within the amount of funds available to finance the construction contract and GPA wishes to accept any of the additive bid items, then contract award will be made to that responsible bidder submitting the lowest responsive combined bid consisting of the basic bid items plus additive bid items within available funding. Under this procedure, if the owner wishes to make award only on the BASE BID, then the contract will be made to that responsible bidder submitting the lowest responsive bid price.

19. PERFORMANCE AND PAYMENT BOND

The successful bidder must deliver to the Guam Power Authority an executed performance and payment bond (forms enclosed) in an amount equal to one hundred percent (100%) of the accepted total bid amount as security for the faithful performance of the contract. For the purposes of solicitation, the requirement of a performance bond is essential to the best interest of the GPA guaranteeing that the Contract will be faithfully performed. A performance bond is required in order to assure that CONTRACTOR will perform the terms and conditions of the Contract, and that CONTRACTOR will save OWNER harmless on account of all claims for damage to persons, property or premises arising out of his/her operations prior to the acceptance of the finished work; and that he will make promptly make payment to all persons supplying him/her labor, materials, supplies and services used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Contract.

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.

20. CANCELLATION OF AWARD

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

BID FORM

Date: _____

To: _____

Gentlemen:

The undersigned (hereafter called the Bidder), a _____

(Corporation, Partnership or Individual)

organized and/or licensed to do business under the laws of _____, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the

all in accordance with the drawings, specifications and other contract documents prepared by the Guam Power Authority for the sum of _____ (\$ _____) 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 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 ten (10) working 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. The undersigned hereby agrees that the amount of the attached bid security is a reasonable forecast of potential damages and is not a penalty.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) calendar 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 ten (10) working days after receipt of such notice.

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BID SCHEDULE

GPA WAREHOUSE EXPANSION AND REPAIRS (DESIGN-BUILD)

Bidder will complete the work for the following price(s):

Item	Description	Est. Qty	Unit	Material	Equip.	Labor	Total
1.	Design of two Pre- Engineered Metal Building (w/ 4 sides open)	1	LS	_____	_____	_____	_____
2.	Mobilization and Demobilization	1	LS	_____	_____	_____	_____
3.	Pre-Engineered Metal Building						
a.	Foundation (incl. slab on grade)	1	LS	_____	_____	_____	_____
b.	Erection of the Building	1	LS	_____	_____	_____	_____
c.	Electrical Works	1	LS	_____	_____	_____	_____
4.	Main Warehouse Repairs						
a.	Replacement of roof panels and insulation	1	LS	_____	_____	_____	_____
b.	Replacement of sidewall panels	1	LS	_____	_____	_____	_____
c.	Repair of window frame leaks	1	LS	_____	_____	_____	_____
d.	Replacement of corroded roof gutters and downspout	1	LS	_____	_____	_____	_____
e.	Replacement of corroded sidewall girts	1	LS	_____	_____	_____	_____

Grand Total LS Amount Bid \$ _____

(Bid Amount in Words)

Bid Price(s) above shall be inclusive of gross receipt taxes. Award will be based on the lowest total lump sum bid.

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BID FORM
GPA Warehouse Expansion and Repairs
(Design-Build)

The undersigned hereby acknowledges receipt of the following addenda:

ADDENDUM NO.

DATED

If awarded the contract, the undersigned agrees to complete the work within 240 calendar days of the commencement of the contract time as defined in the General Conditions of the contract.

The undersigned understands that GPA reserves the right to reject any or all bids or to waive any informality or technicality in any bids in the interest of the Government.

The undersigned understand that GPA intends to award separately each bid item to responsible lowest bidder. However, one Bidder may be awarded more than one Bid Item, plus the Additive Bid Items at the discretion of GPA.

Attached hereto is an affidavit as proof that the undersigned has not engaged into any collusion with any person with respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

RESPECTFULLY SUBMITTED BY:

(CONTRACTOR)

(BY)

(TITLE)

(BUSINESS ADDRESS)

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NON-COLLUSION AFFIDAVIT

AFFIDAVIT

(Prime Bidder)

GUAM)ss

_____, being first duly sworn,
deposes and says:

That I am _____,
(a partner or officer of the firm of, etc.)

over the age of eighteen (18) years and suffers from no mental disability, that I am the party making the foregoing bid, that such bid is genuine and not collusive or fictitious, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a fictitious bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Government of Guam or any other bidder, or to secure any advantage against the Government of Guam or any person interested in the proposed contract; and that all statements in bid are true.

Further, affiant sayeth naught.

Signature of

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Subscribed and sworn to before me

this _____ day of _____, _____.

NOTARY PUBLIC

My commission expires _____, _____.

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MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

GUAM)ss.

I, the undersigned, _____, being first
(a partner or officer of the company of, etc.)
 duly sworn, depose and say:

1. That I am over the age of eighteen (18) years and I do not suffer from any mental disability.
2. That the persons who have held more than ten percent (10%) of the company's shares during the past twelve months are as follows:

<u>Name</u>	<u>Address</u>	<u>Percentage of Shares Held</u>
-------------	----------------	----------------------------------

Total Number of Shares:

3. Persons who have received or who are or may become entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for which this Affidavit is submitted are as follows:

<u>Name</u>	<u>Address</u>	<u>Amount of Commission Gratuity or Other Compensation</u>
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Further, affiant sayeth naught.

Date: _____

 Signature of individual if bidder is a sole proprietorship;
 Partner, if the bidder is a partnership; Officer, if the bidder is
 a corporation.

Subscribed and sworn to before me this _ day of _____, _____.

By: _____
 Notary Public: _____
 In and for the Territory of Guam
 My commission expires on: _____

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BOND NO. _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

(Name of Contractor)

as Principal, hereinafter called the Principal and _____

(Name of Surety)

a duly admitted insurer under the laws of Guam, as Surety, hereinafter called the Surety, are held and firmly bound unto Guam for the sum of _____ Dollars (\$ _____), 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 _____

NOW THEREFORE, if the Guam Power Authority 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 ten (10) working days after the prescribed forms are presented to him for signature, enter into a Contract with the Guam Power Authority 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 Guam Power Authority the difference, not to exceed the amount hereof, between the amounts specified in said bid and such larger amount for which the Guam Power Authority may in good faith contract with another party to perform work covered 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 _____ day of _____, _____.

(PRINCIPAL)

(SEAL)

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(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

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PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS that _____

(Name of Contractor)

herein after called the Contractor and _____

(Name of Surety)

a corporation duly organized under the laws of the State of _____
(hereafter referred to as: "Surety") authorized to transact business in Guam as Surety, are held and firmly bound unto the Guam Power Authority, as obligee, for use and benefit of claimants as herein below defined, in the amount of _____
_____ Dollars (\$_____) 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 _____, 20 _____, entered into a Contract with the Guam Power Authority for the GPA Warehouse Expansion and Repairs (Design-Build) in accordance with Drawings and Specifications prepared by the Guam Power Authority, which Contract is by reference made a part hereof, and is hereafter 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 Guam Power Authority provided the same is within the scope of the Contract.
- B. Whenever Contractor shall be and is declared to be in default under the Contract by the Guam Power Authority, and the Guam Power Authority has performed it's Contract obligations, 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 Guam Power Authority and the Surety of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the Authority, 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

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"balance of the contract price", as used in this paragraph shall mean the total amount payable by the Guam Power Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Guam Power Authority to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Guam Power Authority or successors of the Authority.

- C. A claimant is defined as one having a direct contract with the Contractor, or with a sub-contractor 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 Guam Power Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar 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 Guam Power Authority 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 a 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 Guam Power Authority, or the Surety above named, within ninety (90) calendar days after such claimant did or performed that 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 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.

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SIGNED AND SEALED THIS _____ day of _____ 20__ A.D.

IN THE PRESENCE OF:

(Note: If the Principles are Partners, each must execute the Bond)

(WITNESS)

(CONTRACTOR) (SEAL)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

CONTRACT NO.

CONTRACT

(Contractor)

GUAM POWER AUTHORITY

Contract for: GPA WAREHOUSE EXPANSION AND REPAIRS (DESIGN-BUILD)

Amount: \$

Place: Dededo, Guam

FC-1

FORMAL CONTRACT
GPA Warehouse Expansion and Repairs
(Design-Build)

FORMAL CONTRACT

THIS AGREEMENT AND FORMAL CONTRACT made and entered into this ____ day of _____, 20 ____, by and between the Guam Power Authority, represented by the Contracting Officer executing this contract, party of the first part and _____, a corporation, partnership or sole proprietorship of Guam, hereinafter called the "Contractor", party of the second part.

WITNESSETH, that whereas the Guam Power Authority intends to Design and Build the GPA Warehouse Expansion and Repairs, hereinafter called the "Project", in accordance with the drawings, specifications and other contract documents prepared by the Guam Power Authority,

NOW THEREFORE, the Guam Power Authority 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
_____	_____

(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 Two hundred forty (240) 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 Guam Power Authority

II. THE GUAM POWER AUTHORITY AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of _____ Dollars (\$_____) 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 Terms and Conditions.

III. CONTRACT DOCUMENTS: It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, 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) Bid Bond
- e) Formal Contract
- f) Performance and Payment Bonds
- g) Special Provisions
- h) General Conditions and Attachment "B"
- i) Technical Specifications
- j) Plans
- k) Addendum(s)

IV. LIQUIDATED DAMAGES: Pursuant to GSA Procurement Regulations, the Contractor further agrees to pay to the Guam Power Authority the sum of Two Hundred Dollars (\$200.00) 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. 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. The warranty shall not apply to commission's 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.

VI. OTHER CONTRACTS. The Guam Power Authority 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 not commit or permit any act which will interfere with the performance of work by any other contractor.

VII. 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.

VIII. 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 Guam Power Authority and the Contractor respectively and his partners,

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successors, assignees and legal representatives. Neither the Guam Power Authority 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.

IX. INDEMNITY. Contractor agrees to save and hold harmless the Guam Power Authority, its officers, agents, representatives, successors and assigns and other employees 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.

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

CONTRACTOR

GUAM POWER AUTHORITY

JOHN M. BENAVENTE, P.E.
General Manager

Date:_____

Date:_____

SPECIAL PROVISIONS

1. General Intention. It is the declared intention and meaning to provide design, supply and erection of pre-engineered metal building for the GPA Warehouse Expansion and Repairs (Design-Build).
2. Bid. The Contractor and each and every subcontractor shall read the General Conditions immediately following these special provisions, and by the act of submitting a bid, shall be deemed to have accepted all conditions contained therein.
3. Specifications and Standards. The specifications and 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 specifications or standards and this specification or its accompanying drawings, this specification and its accompanying drawings shall govern to the extent of such difference, otherwise the referenced specifications and standards shall apply. Extra care shall be exercised to refer in requests for quotations in orders and in subcontracts to the referenced specifications and to all modifications thereof.
4. Time for Completion. It is hereby understood and mutually agreed, by and between the Contractor and the Guam Power Authority, that the date of beginning the project, 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 and shall be completed within Two hundred forty (240) calendar days after the specified date in the Notice to Proceed.
5. Liquidated Damages. It is hereby understood and mutually agreed; by and between the Contractor and the Guam Power Authority that liquidated damages shall be assessed for each calendar day the work remains incomplete after the two hundred and fortieth (240th) day from the date for beginning the project set forth in the Notice To Proceed.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, the Contractor does hereby agree, as part of the consideration for the awarding of this contract, to pay to the Guam Power Authority the amount of **\$200.00** per calendar day, not as a penalty but as **liquidated damages** for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default of 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 Guam Power Authority because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Guam Power Authority would in such event sustain, and said amounts shall be retained from time to time by the Guam Power Authority 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

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- a) to any preference, priority or allocation order duly issued by the Guam Power Authority.
- 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 Guam Power Authority, acts or another Contractor in the performance of a contract with the Guam Power Authority, 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 give written notice as to the causes of the delay to the Contracting Officer, 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.

- 6) Disposal. Unsuitable materials as a result of contractor's operations shall be disposed of in accordance with the local laws and/or policies of concerned agencies. Disposal, tipping fees/charges shall be at the contractor's expense.
- 7) The Contractor shall investigate the project site prior to bidding and verify existing conditions/dimensions. Upon failure to do so any changes due to conditions/dimensions not reflected in the plans will be done at the Contractor's expense.
- 8) The Contractor shall submit technical brochures, samples, shop drawings and details as required by the Engineer prior to purchase or installation.
- 9) Material Standards: All material and equipment must conform to applicable standards of organizations such as the American National Standard Institute (ANSI), the American Society for Testing and Materials (ASTM), the National Manufacturers Association (NEMA), and the Underwriters Laboratories (UL). Proof of such conformance shall be submitted to the Engineer for approval. References to various standards contained in the specification and drawings shall be understood to be the issue or revision in effect on the date of such deviation shall be detailed in a written request to GPA Engineering for approval and shall not be initiated until written approval is received by the Contractor from GPA.
- 10) Contractor Furnished Equipment: All materials and equipment required to complete the project shall be furnished by the Contractor.
- 11) Owner Furnished Materials: If materials are provided by GPA, the Contractor shall be responsible to transport these items from their current locations to the job site.
 - a) The Contractor shall repair or replace these items if damaged during transport to the site. In

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- addition, the Contractor shall repair any damage to public and private property caused by the transport of these items.
- b) All materials and equipment to be furnished by GPA are in good condition. Prior to the start of construction, the Contractor shall inspect these items and acknowledge the receipt thereof. The Contractor is responsible for repairing and replacing any damage or theft of equipment or damage which causes the equipment to be inoperable from the date it was received and prior to final acceptance of this project. All expenses shall be the Contractor's responsibility.
- 12) Underground Utilities Clearances:
- a) The Contractor shall secure all permits required for construction including permits by the Department of Public Works and other agencies involved.
 - b) The Contractor shall coordinate with the government and private utility agencies in obtaining clearances prior to excavation. Extra care shall be taken so as not to damage any existing underground utilities. Any damaged utilities and any effects of the damage shall be the Contractor's responsibility.
- 13) Surplus Materials: Existing materials removed shall be cleaned, disassembled and assured to be in good condition before transporting the materials to the locations designated by the Engineer. Materials returned shall be signed for receipt given. The Contractor shall be responsible for proper accounting of all returned materials. Any difference between the credit receipts and removal quantities, as determined by the Engineer, shall be the

Contractor's financial responsibility. The difference shall be deducted from the total value of the Contract at the end of the project. Unsalvageable, rotten or junk materials, must be certified by the Engineer or GPA Inspector in writing, and shall be properly disposed of at an approved disposal location.

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GENERAL CONDITIONS

I. DEFINITIONS

1. Owner

The term "Owner" as used herein means the Guam Power Authority.

2. Contracting Officer

The term "Contracting Officer" as used herein means the General Manager of the Guam Power Authority and shall include his authorized representatives.

3. Engineer

The term "Engineer" as used herein means the Guam Power Authority's Manager of Engineering and shall include his authorized representatives.

4. Contractor

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

5. Notice

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

6. Forms Enclosed

The copies of the Formal Contract and Bid Bond, enclosed herewith are incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein.

II. CONSTRUCTION CONTRACT

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1. Contract Documents

- a) The contract documents consist of the Formal Contract, and Technical Specifications, including all addenda and alterations made in the documents prior to their execution.
- b) The contract documents shall be signed by the Owner and Contractor.
- c) Anything required by one of the contract documents shall be of like effect as if required by all the contract documents whether the other contract documents have the same requirement or not. In case of conflict between the contract documents, the Formal Contract shall be controlling over the technical specifications. Any discrepancies between the contract documents shall be called to the attention of the Contracting Officer before proceeding with work affected thereby.
- d) It will be conclusively presumed that the Contractor has read, examined and agreed to each and every term, condition and provision, covenant or agreement in the technical specifications, bid forms, contract, related to the work to be carried out, said documents being on file in the Procurement Office, Guam Power Authority, 688 Route 15, Mangilao, Guam.

2. Drawings

- a) The general character and scope of the work are illustrated by the drawings. Any additional detail drawings and other information deemed necessary by the Contracting Officer will be furnished to the Contractor when and as required.

In case of differences between small scale and large scale drawings, the large scale drawings shall govern. Figured dimensions on the drawings shall be considered primary compared with measurements obtained through scaling of drawings. The Contractor shall verify all dimensions, and if any be lacking, he shall call the attention thereto and be governed by the decision of the Contracting Officer.

- c) Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work.
- d) Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical.
- e) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph number 4, page GC-4, shall not be construed (1) as permitting any departure from the contract requirements, (2) as relieving the Contractor of the responsibility for any error in details, dimensions and otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

3. Detail Drawings and Instructions

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- a) The Contractor will be furnished additional instructions and detail drawings as may be necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor shall be consistent with the contract documents and true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.
- b) The Contracting Officer at any time, by written order designated or indicated to be a change order, may make any change in the work within the general scope of the contract, including but not limited to changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services for site;
or
 - (4) Directing acceleration in the performance of the work.
- b) Any other written order or an oral order (which terms as used in paragraph (b) shall include direction, instructions, interpretations or determination from the Contracting Officer) which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and source of the order and that the Contractor regards the order as a change order.
- c) Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a change order under this clause or entitle the Contractor to an equitable adjustment hereunder.
- d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly, provided, however, that except for claims based on defective specifications no claim for any change under (b) above shall be allowed for any costs incurred more than 20 calendar days before the Contractor gives written notice as therein required. And provided further, that in the case of defective specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.
- e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 calendar days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under (b) above.

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

4. Shop Drawings

- a) The Contractor shall submit for the approval of the Contracting Officer, shop and setting drawings and schedules required by the specifications or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given.
- b) Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound insets.
- c) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.
- d) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for re-submission. If the shop drawings show variations from the requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal so that if any variations are acceptable, suitable action may be taken for proper adjustment; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.
- e) If a drawing as submitted indicates a departure from the contract requirements which the Contracting Officer finds to be in the interest of the Owner and to be so minor as not to involve a change in the contract price or time for performance, he may approve the drawing.

5. Specifications and Drawings

- a) The Contractor shall keep on the work site a copy of the drawings and specifications including all authorized change orders, and shall at all times give the Owner, Contracting Officer and their representatives access thereto.
- b) All drawings and specifications and copies thereof furnished by the Contracting Officer are his property and shall not be used on other projects without his consent. Upon completion of this project all copies of the drawings and specifications except

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the signed contract sets are to be returned to the Contracting Officer upon his request.

6. Special Requirements

- a) Where special requirements, provisions or specifications or detailed specifications are attached hereto or are included in the proposal they shall be considered a part of these general conditions or specifications or detailed specifications as fully as if contained herein. Should any special provisions be in conflict with these general conditions or specifications or detailed specifications, said special requirements, provisions or detailed specifications shall govern.
- b) Person in charge of electrical wiring and installations shall be a licensed Master Electrician and/or Registered Electrical Engineer in Guam.

7. Explanation to Bidders

Discrepancies, omissions, or doubts as to the meaning of bid submittal documents, contract provisions and technical specifications should be communicated in writing to the Contracting Officer for interpretation. Bidders should act promptly and allow sufficient time for a reply to each item. Every interpretation made to a bidder will be in the form of an addendum to the Invitation for Bids documents which, if issued, will be sent as promptly as practicable to all persons to whom the bid documents have been issued. All such addenda shall become part of the contract documents.

III. BIDS, BIDDER RESPONSIBILITIES

1. Conditions at Site or Building

- (a) Bidders should visit the site and shall be responsible for having ascertained pertinent conditions such as location, accessibility, and general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of their bids. No extra compensation will be made by reason of any misunderstanding or error as regards to the site, the conditions thereof, accessibility or the amount or kind of work to be performed.
- (b) If, in the performance of the contract, subsurface or latent conditions at the site are found to be materially different from those indicated by the drawings and specifications, or unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in work of the character shown and specified, the attention of the Contracting Officer shall be called immediately to such conditions before they are disturbed. Upon such notice, or upon his own observation of such conditions, the Contracting Officer shall promptly make such changes in the drawings and specifications as he finds necessary to conform to the different conditions, and any increase or decrease in the cost of the work resulting from such changes shall be adjusted as provided under Changes in Work.

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2. Submission of Bids

- (a) The bidder is required to bid on all items called for in the Bid Form.
- (b) Bids shall be submitted on the forms furnished or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind may be rejected by the Owner as being incomplete.
- (c) Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the name of the partnership by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", (agent or other designation, without disclosing his principal), may be held to the bid. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

3. Bid Guarantee

Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the total bid amount for which an award can be made. Bid guarantee may be bid bond (form enclosed), certified check or cashier's check. Bid bond shall be signed by the bidder, two major officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety and shall be accompanied with copies of current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation, Power of Attorney issued by the Surety to the Resident General Agent and Power of Attorney issued by two major officers of the Surety to whoever is signing on their behalf. Certified check or cashier's check must be issued by a banking institution licensed to do business on Guam and shall be made payable to the Guam Power Authority. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw his bid for a period of sixty (60) calendar days after the scheduled closing time for the receipt of bids; that if his bid is accepted, he will enter into a formal contract with the Owner in accordance with the form of agreement included as a part of the contract documents, and that the required performance and payment bond will be given; and that in the event of the withdrawal of said bid within said period, or the failure to enter into said contract and give said bond within ten (10) working days after he has received notice of the acceptance of his bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder in any particular hereof. The bid guarantee shall be returned to all except the three lowest bidders within three days after the formal opening of bids. The bid guarantee of the second and/or third low bidder shall be returned thirty (30)

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calendar days after the bid opening date upon request, provided that he has not been notified by the Owner of the acceptance of his bid prior to the date of such request. The bid guarantee of the lowest qualified bidder shall be returned within forty eight (48) hours after the Owner and the qualified bidder have executed the contract.

4. Withdrawal of Bids

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

5. Publicity of Bids

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

6. Receipt and Opening of Bids

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

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

7. Rejection of Bids

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

8. Award of Contract

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

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

9. Performance and Payment Bond

The successful bidder must deliver to the Owner an executed performance and payment bond (forms enclosed) in an amount at least equal to one hundred percent (100%) of the accepted

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bid as security for the faithful performance of the contract and security for the payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner and as are authorized to transact business in Guam. The bonds must be approved by the Owner prior to execution of the formal contract.

10. Cancellation of Award

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

IV. DUTIES OF CONTRACTING OFFICER AND CONTRACTOR SAFETY MEASURES

1. Authority of Contracting Officer

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

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

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

2. Contractor's Obligations

The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract within the time herein specified in accordance with the plans and drawings of the work covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Contracting Officer as given from time to time during the progress of the work. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operations. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall carry on and complete the entire work to the satisfaction of the Contracting Officer and the Owner.

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3. Superintendence by Contractor

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

4. Subcontracts

- (a) Nothing contained in the specifications or drawings shall be construed as creating any contractual relationship between any subcontractor and the Owner. The diffusion or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.
- (b) The Contractor shall be as fully responsible to the Owner for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.
- (c) The Contractor shall be responsible for the coordination of the trades, subcontractors, and materialmen engaged in his work.
- (d) The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work which are specified to be performed by specialty subcontractors.
- (e) The Owner will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- (f) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work including waiver of mechanics liens to bind subcontractors by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Owner any exercise over the Contractor under any provisions of the contract documents.
- (g) Subcontracting can be done with Guam Power Authority approval. GPA shall review contractor submittals regarding request for subcontracting part of the project. Contractor shall provide the names of subcontracting contractor GPA shall approve after appropriate review.

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.

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- (b) Where subletting is for labor only, sublet work cost shall not exceed 30% of the total labor 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 there under 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

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employed in the performance of work under this contract in accordance with Executive Order No. 2000-10 dated 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 and 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) Prior to commencing the work, Contractor shall obtain and thereafter maintain during the course of the work Insurance with companies acceptable to 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. The limits of insurance shall be as follows unless a higher limit is required by statute:
 - i. Comprehensive General Liability including products, completed operations and contractual coverage for this Agreement in the amount of \$1,000,000 combined single limit. Owner shall be an additional insured.
 - ii. Auto Liability Insurance covering bodily injury and property damage in the amount of \$1,000,000 combined single limit. Owner shall be an additional insured.
 - iii. Excess Liability Policy with limits of \$5,000,000 or higher.
 - iv. Owner shall be an additional insured.
 - v. Worker's Compensation and Employer's Liability- Statutory limits. Add

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Waiver of Subrogation endorsement in favor of Owner.

vi. Builder's Risk or Installation Floater, when applicable, is to be furnished by Contractor, which shall include Owner as named insured.

(b) Contractor shall furnish certificates of insurance and waiver of subrogation endorsement to Owner prior to commencement of work showing evidence of such coverage, including the statement to the effect that cancellation or termination of the insurance shall not be effective until at least ten (10) days after receipt of written notice to Owner. At all times Contractor's insurance shall be primary to any other insurance that may be carried by Owner. The statement of limits of insurance coverage shall not be construed as in any way limiting the Contractor's liability under this agreement. Owner shall be an additional insured on all liability coverage and certificates of insurance shall clearly indicate as such.

12. Indemnity

(a) Indemnity: The Contractor shall indemnify, defend and hold harmless Owner against all loss, damage, or expense (including reasonable attorney's fees incurred by Owner) arising out of the performance of the work, including injury or death to any person or persons resulting from the acts of omission of the Contractor or the Contractor's employees, servants, agents or subcontractors and from mechanics and materialman's liens.

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.

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15. Responsibility of Contractor to Act in Emergency

In case of an emergency which threatens loss or injury of property and/or safety or 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 by the Contracting Officer subject to review procedures provided under Guam's Procurement Law and Claims Act.

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 judgement 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 affect 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;

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- (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, 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 the 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.

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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

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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

- (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.

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- (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

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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

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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 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

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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. Submit as-built drawings and electronic file of as-built drawings. As-built drawings shall be marked "As-Built Drawing" with Contractor's signature. As-built drawings shall be drawn in Autocad latest version.

5. As-Built Record of Materials:

Furnish within 10 calendar days of the beneficial occupancy date a record of materials used prior to completion of the contract. Submission of this data is a condition for final payment under the contract.

Where several manufacturers' brand, types, or classes of the item listed have been used in the project, designate specific areas where each item was used. Designations shall be keyed to the areas and spaces depicted on the contract drawing. Furnish the record of materials used in the following format:

MATERIALS DESIGNATION USED	SPECIFICATION	MANUFACTURER	MATERIAL USED (MANUFACTURER'S DESIGNATION)	WHERE
_____	_____	_____	_____	_____

5. 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.

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

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The Owner will furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated. Should the Owner be prevented or enjoined from proceeding with the work or from authorizing its prosecution, either before or after the commencement by reason of any litigation, the Contractor shall not be entitled to make or assert any claim for damage by reason of said delay, or to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Contracting Officer determines will compensate for the time lost by such delay determination to be set forth in writing.

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.

<u>Month</u>	<u>Non-Working Days</u>
January	07
February	05
March	05
April	04
May	05
June	06
July	10
August	11
September	12
October	10
November	07
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) The Owner's shall have the Right to Stop Work or Terminate the Contract for delays 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

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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;
 - (6) The Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Contracting Officer or otherwise be guilty of a substantial violation of any provision(s) of this contract, then, and in any such event, the Owner, upon the certificate of the Contracting Officer that sufficient cause exists to justify such action, and without prejudice to any other rights or remedy he may have may, within 10 calendar days notice to the Contractor, terminate the employment of the Contractor and his right to proceed, either as to the entire work or (at the option of the Owner) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise as the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment on that work until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative, and inspection services and any liquidated damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of and utilize in completing the work such materials, supplies, plant, and equipment as may be on the site of the work and necessary therefore. The expenses incurred through the Contractor's default shall be certified by the Contracting Officer.
- (b) If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages for each calendar day of the delay until work is completed or accepted the amount as set forth in the section of the specifications and the Contractor and his sureties shall be liable for the amount thereof.
 - (c) Provided that the right of the Contractor to proceed shall not be terminated, or the Contractor charged with liquidated damages because of any delays in the completion

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of the work due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such cases, if the Contractor shall, within ten days from the beginning of any such delay (unless the Owner shall grant a further period of time prior to the date of final settlement of the contract) notify the Owner in writing of the causes of delay through the Contracting Officer, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of facts justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto subject only to review procedures provided under Guam's Procurement Law and Claims Act.

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 garnishee 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.

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3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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

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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.

9. 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.

10. 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

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remain in place subject to a proper adjustment in the contract price.

11. 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 preceding 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

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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 therefor.
- (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. Disputes

- (a) Except as otherwise provided in this contract, any disputes arising under this contract shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive. The provision shall not be pleaded in any suit involving a question of facts arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative is alleged. Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence.
- (b) This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (2) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official representative or board on a question of law.

Prevailing Wage Rates for Temporary Alien Employment Certification
 Government of Guam
 Effective January 01, 2001

OCCUPATION	HOURLY RATE
Bricklayer	\$11.75
Carpenter	\$11.70
Cement Mason	\$11.34
Construction Helper	\$ 9.34
Construction Laborer	\$ 8.50
Electrician	\$14.07
Heavy Equipment Operator	\$13.32
Heavy Equipment Mechanic	\$14.14
Iron Worker	\$10.38
Painter	\$14.60
Pipe Fitter	\$16.80
Plasterer	\$ 9.95
Plumber	\$14.31
Refrigeration Mechanic	\$16.34
Roofer	\$10.96
Sheet-metal Worker	\$14.11
Surveyor Helper	\$10.74
Truck Driver	\$13.80
Welder	\$15.97
Warehouseman	\$12.00

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PREVAILING WAGE RATES
 GPA Warehouse Expansion and Repairs
 (Design-Build)

GPA WAREHOUSE EXPANSION AND REPAIRS
(DESIGN-BUILD)

TECHNICAL SPECIFICATIONS

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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.0 DESCRIPTION

The Guam Power Authority is soliciting design and construction services for GPA Main Warehouse Expansion and Repairs (Design-Build) located at Dededo, Guam. The contractor shall perform all services required providing all labor, equipment and materials necessary, for subsequent delivery to GPA, to prepare and furnish complete documents consisting of contract drawings, technical specifications, and design analysis in accordance with the best professional practice to show clearly and concisely the type and extent of work to be performed required for the accomplishment of the project and in accordance to the requirements specified herein.

The work generally involves, but not limited to the following:

1.1 NEW PRE-ENGINEERED METAL BUILDINGS

Design and construct two pre-engineered metal building - one 20'W x 70'L x 18'H and one 32'W x 80'L x 24'H – with all sides open, includes concrete foundation, slab on grade, lighting and 110/220v outlets. Design drawings and calculations shall be prepared by a Professional Engineer licensed to practice in Guam. All works shall meet current code requirements and standards.

1.2 MAIN WAREHOUSE REPAIR

a. Replacement of roof panels and insulations

The Contractor shall replace the entire roof panels including the roof insulation. Paint finish to match existing.

b. Replacement of sidewall panels

The Contractor shall replace all the sidewall cladding/panels. The new metal sidings shall be extended where the connection to existing cmu wall occurs to avoid water intrusion. A sufficient overlap shall be provided. Paint finish to match existing.

c. Repair of window frame leaks

The Contractor shall seal all window framing to avoid water intrusion into the building. Apply sealant as per manufacturer's recommendation. Severely corroded framing shall be removed and replaced.

d. Roof gutters and downspouts replacement

The Contractor shall remove and replace all damaged/defective roof gutters and downspouts. After repairs are completed, the Contractor shall repaint to match the existing finish.

e. Replacement of sidewall girts

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SUMMARY OF WORK

GPA Warehouse Expansion and Repairs
(Design-Build)

The Contractor shall remove and replace severely corroded sidewall girts. All structures removed shall be properly disposed.

2.0 LOCATION

The proposed GPA Main Warehouse Expansion and Repairs is located at Dededo, Guam. (See Attached) Vicinity and Location Map)

3.0 DRAWINGS AND PHOTOS

Drawings and photos showing the existing site condition are included for reference.

4.0 PERFORMANCE PERIOD

Design Period	60 Calendar Days
Construction Period	180 Calendar Days
Total	240 Calendar Days

5.0 DESIGN POLICY AND CRITERIA

Construction drawings shall be created with AutoCAD 2015 or newer version and shall be plotted on 24"x 36" reproducible mylar sheets with the Guam Power Authority standard title block. Drawings shall be stamped and signed by a Professional Engineer required in the design and must be currently registered by the Professional Engineers, Architects and Land Surveyors (PEALS) Board.

Plans and specifications must be able to pass "building permit" review process prior to construction.

Design shall be performed in accordance with the general criteria contained in the following references:

1. Building Law, Title XXXII. Government Code of Guam
2. International Building Code (Latest Edition)
3. International Fire Code (Latest Edition)
4. Uniform Building Code (Latest Edition)
5. National Electrical Code (Latest Edition)
6. All other codes, rules and regulations, technical publication standards and design manuals applicable in the performance of this agreement.

Design drawings and specifications must be completed and submitted to the Guam Power Authority for review and approval.

The architectural/engineering (A-E) consultant of the Contractor shall incorporate all changes resulting from the review of the plans and specifications. Design shall become the property of the Guam Power Authority.

5.1 PRELIMINARY DESIGN (65 PERCENT):

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The A-E will develop working drawings, specifications, detailed cost estimates, design analysis, and material samples to the intermediate design stage (65% design). This submittal shall include, but not be limited to, the following:

1. Cover Sheet/Project Location Maps
2. Index of Drawings, Abbreviation and Legends
3. Civil drawings:
 - (1) Site Plan
Scale 1" = 20' or as appropriate
 - (2) Required Drawing Details
4. Architectural, Structural, Mechanical, and Electrical Drawings:
 - (1) Detail drawings of concrete structures and foundations as required:
Scale 1/4" = 1'-0" or as appropriate.
 - (2) Details drawings of mechanical and electrical equipment, support and connections. Drawings shall be scaled as appropriate.
5. Specifications: Specifications, including all technical and special conditions, shall be prepared by the A-E to meet GPA standards for competitive bidding for all work. They shall be descriptive enough to permit full and free competition among bidders. When necessary to use manufacturer's name to describe a type of product, at least three (3) manufacturers shall be named, when feasible, and shall include the words "or approved equal." References to meet owner and A-E shall be used in the specification.

5.2 CORRECTED FINAL DESIGN DOCUMENTS (100 PERCENT):

The corrected final design documents will include all of the 95 percent documents with all the final corrections completed, and specifically will include:

1. A set of corrected final, reproducible design drawings on mylar with signed original professional stamp/seal. The electronic construction drawing files shall be saved in AutoCad 2015 or newer version. To facilitate GPA paperless contracting initiatives, the A-E shall provide drawing files in disk.
2. Two sets of corrected final specifications. Electronic specifications (and other bid documents) shall be saved in Microsoft Word and Adobe Acrobat (.pdf) format. To facilitate government paperless contracting initiatives, the A-E shall provide specifications (and other bid documents) files in disk.
3. Two copies of final cost estimate
4. Two copies of final design analysis
5. Two copies of final construction time schedule

5.3 SUBMITTAL REQUIREMENTS

Submittals: The A-E shall provide the following number of copies for the various submittal stages to GPA:

	65%	100%	Final
Specifications	3	3	5
Drawings	3	3	5

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Mylars			1
Design Analysis	2	2	2
Cost Estimate	2	2	2
Electronic Copies			2

5.4 DESIGN SCHEDULE

The A-E shall adhere to the following schedule: (days indicated are based upon issuance of notice to proceed for any particular design stage)

	Authorized Days
NTP	
Submittal (65%)	30
NTP to 100%	45
Final Submittal (100%)	60

(1) Approximately two weeks after government receipt of each submittal, the A-E shall conduct a review conference to discuss government design review comments. At the conclusion of the review conference, the government shall issue the notice to proceed to the next stage of design.

(2) After receipt of the Final Submittal (100%) the government shall perform a quick review (back-check) to ensure all comments have been incorporated. After notification of acceptance of the final product, the A-E shall deliver all corrected final documents and electronic media in accordance with this Statement of Work.

5.5 BASIC DESIGN STANDARDS:

The design activities of the contractor must be directed toward the efficient and economical use of architectural, engineering, and construction practices. To the maximum extent possible, the contractor should consider energy efficient practices in the design.

6.0 COST-SAVING TECHNIQUES:

The design is to provide functionality without embellishment, striving to achieve an optimum balance between aesthetic consideration, operations and maintenance cost, energy conservation measures, and material and systems durability.

7.0 SUPPORT ITEMS:

Design and support items will be limited to the minimum essential support construction required to provide a useable facility. Every effort will be made to reduce utility runs and site preparation requirements through proper design.

8.0 COST ESTIMATES:

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The contractor shall provide detailed cost breakout and detailed drawings with their proposal for evaluation reflecting a clear understanding of the requirement and of how they intend to complete the project.

9.0 CONTRACTOR USE OF SITE

The Contractor shall confine all operations within the vicinity of the site limits and shall arrange his work so that all 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 GPA.

10.0 PERMITS

The Contractor is responsible to apply for and obtain all necessary permits and certifications for this project.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 SAFETY AND HEALTH REGULATIONS

1. The Contractor shall comply with Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue, NW, Washington, DC 20013.
2. The Contractor shall comply with the provisions of the Federal Occupational Safety and Health Act, as amended.

END OF SECTION 01010

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SECTION 01020**SPECIAL REQUIREMENTS****PART 1 - GENERAL****1.1 DESCRIPTION**

This section provides for special requirements and controls to be observed during the construction of the Project.

1.2 MAINTAINING ACCESS

The Contractor shall conduct operations with minimum interference on roads, and driveways. The Contractor shall assure that traffic flow is continuous in both directions at all times. Roads and driveways shall be kept free of dirt and debris at all times. In all areas, the Contractor shall install and maintain appropriate lights, signs, markings, and barricades for the protection of all workers on the project as well as the general public.

1.3 DAMAGE OF BUILDINGS AND OTHER PROPERTY

Extreme care shall be exercised to avoid damaging trees, shrubs, plants, buildings or other structures. Buildings or other property damaged or destroyed shall be replaced or repaired as directed by the Engineer at no expense to Guam Power Authority.

1.4 STORM PROTECTION

The Contractor, at no additional cost to Guam Power Authority, shall be responsible for the security and safety of the work at the site, including the Contractor's camp site and Inspector's field office, when warnings of winds of gale force are issued. Gale force winds are defined as having a sustained velocity of 34 knots or better and include winds of tropical storm or typhoon intensity. Satisfactory job site clean-up is the initial, basic day-to-day, minimal preparation the Contractor can make for winds of destructive force. When warnings of gale force winds are issued, the Contractor shall carry out, without delay, all directives concerning securing action to be taken which may be issued to him by the Engineer. This preparation is in accordance with the contract terms and every practicable precaution will be taken to minimize danger to persons, to prevent damage to the work in place, materials, supplies, equipment, adjacent structures, and property of others; and is in the public interest.

1.5 WORKING HOURS

Working hours shall be between 7:30 a.m. and 3:30 p.m. Monday through Friday.

1.6 TIME RESTRICTIONS FOR PERFORMING WORK

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No work shall be carried out on site outside of the specified working hours or on Saturdays, Sundays, or legal holidays without the Engineer's written consent unless the work is unavoidable, absolutely necessary to save life or property, or necessary for the safety of the work, in which case Contractor shall advise the Engineer as soon as possible. Engineer shall not unreasonably withhold any such consent if work conducted outside of the specified working hours or on Saturdays, Sundays, or legal holidays is considered by Contractor to be necessary to meet the Contract Time. The services of Inspector and Engineers or other services provided by GPA relative to the project will be charged to the Contractor.

- 1.7 Contractor shall arrange his work in such a manner that there may be a minimum interference on the GPA T&D operations. Contractor shall be familiar and must follow the GPA T&D regulations. Keep work within site limits and shall request permission to enter construction areas.

PART 2 – PRODUCTS
Not used.

PART 3 - EXECUTION
Not used.

END OF SECTION 01020

01020-2

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

A. This section includes the following requirements.

- 1) Schedule of Values.
- 2) Mobilization.
- 3) Units of measurement.
- 4) Pay Item Description.

1.2 SCHEDULE OF VALUES

- A. Submit typed Schedule of Values on Contractor's standard form or electronic media printout.
- B. Submit Schedule of Values in duplicate within 10 days after Notice to Proceed.
- C. Format: Use the Pay Items as the basis for the Schedule of Values except provide a breakdown for those Pay Items which are lump sum items.
- D. Revise schedule to list approved Change Orders, with each Application for Payment.

1.3 UNITS OF MEASUREMENT

A. When measuring acceptably completed unit priced Pay Items of Work, the Contractor will:

- 1) Use United States standard measure.
- 2) Make measurements as described in this section, unless individual sections specify otherwise.
- 3) Follow methods generally recognized as conforming to good engineering practice.
- 4) Measure horizontally or vertically, unless otherwise specified.

B. Measurement for payment of unit Pay items will be by the unit stated therefore for each Pay item in the Contractor's Price Proposal.

01025-1

- C. Payment will be made for each Pay Item at the unit price and lump sum price stated therefore in the Contractor's Price Proposal, which price and payment will constitute full compensation for the Work for each Pay Item in the Pay Item Descriptions, and including all other work related thereto.

1.4 PAY ITEM DESCRIPTIONS

Pay Item:

1. Mobilization/Demobilization

Payment for this item shall include all preparatory operations performed by the Contractor, including but not limited to, those necessary for movement of its personnel, equipment, materials, supplies and incidentals to the project site; for the establishment of its field office, buildings, storage facilities, work areas and other facilities; for premiums on bonds for the project, and for the operations which it must perform or cost it must incur before beginning work on various items of work on the project site. Plus all costs associated with the withdrawing from the site after completion of work, including Contractor's personnel, facilities, equipment, cleaning, restoration and securing of the site. 50% of this pay item will be reserved for demobilization.

2. Pre-Engineered Metal Building

Payment for this item shall include all costs to construct the Pre-engineered Metal Buildings. It shall include all costs associated with the preparation and furnishing of design drawings, analysis, calculations, technical specifications, and cost estimates breakdown by Professional Engineer.

3. Main Warehouse Repair

Payment for this item shall include all costs to repair the Main Warehouse. It shall include all costs associated with the replacement of the entire roof and wall panels, replacement of corroded sidewall girts, window framing, gutters and downspouts. All removed materials shall be disposed properly.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01025

01025-2

SECTION 01027**APPLICATIONS FOR PAYMENT****PART 1 - GENERAL****1.1 DESCRIPTION**

This Section describes the procedures for preparation and submittal of Applications for Payment.

1.2 PREPARATION OF APPLICATIONS

- A. Present required information in typewritten form.
- B. Execute certification by signature of authorized officer.
- C. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.
- D. Prepare Application for Final Payment as specified in Section 01700.

1.3 SUBMITTAL PROCEDURES

- A. Submit three copies of each Application for Payment.
- B. Submit an updated construction schedule with each Application for Payment.
- C. Submit an update of the Cash Flow Estimate for the duration of the Contract.
- D. Payment Period: Submit at intervals stipulated in the Agreement.

1.4 SUBSTANTIATING DATA

- A. When the Engineer requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide one copy of data with cover letter for each copy of submittal. Show Application number and date, line item by number and description, and contract number and /or purchase order number.

PART 2 - PRODUCTS

Not Used

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PART 3 - EXECUTION

Not Used

END OF SECTION 01027

01027-2

APPLICATIONS FOR PAYMENT
GPA Warehouse Expansion and Repairs
(Design-Build)

SECTION 01039

COORDINATION AND MEETINGS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination
- B. Project Award Conference
- C. Progress Meetings

1.2 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of work.
- B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate completion and clean up of Work of separate sections in preparation for final completion.
- D. After occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 PROJECT AWARD CONFERENCE

- A. GPA will schedule a pre-project award conference before or after Notice of Award.
- B. Agenda:
 - 1) Submission of executed bonds and insurance certificates.
 - 2) Distribution of Contract Documents.
 - 3) Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule and shop drawing schedule.
 - 4) Designation of personnel representing the parties in the Contract.
 - 5) Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.

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6) Scheduling.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to the Engineer, participants, and those affected by decisions made.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1) Review minutes of previous meetings.
 - 2) Review of Work progress.
 - 3) Field observations, problems, and decisions.
 - 4) Identification of problems which impede planned progress.
 - 5) Review of submittals schedule and status of submittals.
 - 6) Review of off-site fabrication and delivery schedules.
 - 7) Maintenance of progress schedule.
 - 8) Corrective measures to regain projected schedules.
 - 9) Planned progress during succeeding work period.
 - 10) Coordination of projected progress.
 - 11) Maintenance of quality and work standards
 - 12) Effect of proposed changes on progress schedule and coordination.
 - 13) Other business relating to Work.

PART 2 - PRODUCTS

01039-2

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION 01039

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SECTION 01300

SUBMITTAL PROCEDURE

PART 1 - GENERAL

Where required by the specifications, the Contractor shall submit descriptive information which will enable the Engineer to advise the Owner whether the Contractor's proposed materials, equipment or methods of work are in general conformance to the design concept and in compliance with the drawings and specifications. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results, warranties and such other descriptive information, all as specifically required in the specifications.

1.1 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. Submittals shall contain all required information, including identification of items, units, and assemblies in relation to the Contract Drawings and Specifications. The Contractor shall verify that the material and equipment described in each submittal conform to the requirements of the specifications and drawings. Unless otherwise approved by the Engineer, submittals shall be made only by the Contractor, who shall indicate by a signed stamp on the submittals, that it (the Contractor) has checked the submittals, and that the work shown conforms to contract requirements and has been checked for dimensions and relationships with work of all other trades involved. If the information shows deviations from the Specifications or Contract Drawings, the Contractor, by statement in writing accompanying the information shall identify the deviations and state the reason(s) therefore. The Contractor shall insure that there is no conflict with other submittals and shall notify the Engineer in each case where its submittal may affect the work of another Contractor or GPA. The Contractor shall insure coordination of submittals among the related crafts and Sub Contractors.
- B. Submittal Status Logs: Within 21 calendar days after receipt of the "Notice of Award" the Contractor shall submit to the Engineer a copy of a submittal status log listing all submittals required in this Contract. The Contractor shall maintain at the job site an up-to-date log showing the status of all submittals required by the Contract. The submittal log shall include:
- 1) Submittal number
 - 2) Specifications section number
 - 3) Description of item
 - 4) Manufacturer or supplier
 - 5) Date submitted for review
 - 6) Date reviewed submittal was returned

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7) Status of submittal

- C. Laboratory Reports: Reports shall cite the contract requirements, the test or analysis procedures used, the actual test results, and include a statement that the item tested or analyzed conforms or fails to conform to the specification requirements. All test reports shall be signed, certified test reports. The Contractor shall arrange for immediate and direct delivery of the signed original of all reports, certifications, and other documentation to the Engineer.
- D. The Contractor may authorize in writing a material or equipment supplier to deal directly with the Engineer or with GPA with regard to a submittal. The Contractor, however, shall be responsible for the accuracy and completeness of information contained in all submittals.

1.2 TRANSMITTAL PROCEDURE

A. General

- 1) Each submittal shall be accompanied with a transmittal form (attached) signed by the Contractor. Clearly mark each item proposed to be incorporated into the contract and identify in the submittals, with cross-reference to the contract drawings and specifications so as to identify clearly the use for which it is intended. Each submittal shall be consecutively numbered starting with "1". Resubmittals shall use the same number, but shall also have the letter "A" following the number for the first resubmittal, "B" for the second, and so forth. The Contractor's certification stamp shall be worded as follows:

"It is hereby certified that the material shown and marked in this submittal is that proposed to be incorporated into Contract Project Number () is in compliance with the Contract Drawings and specifications, can be installed in the allocated spaces, and is submitted for GPA approval.

Certified by

Date

- 2) The person signing the certification shall be one designated in writing by the Contractor as having that authority. The signature shall be in original ink. Stamped signatures are not acceptable.
- B. Deviation from Contract: If the Contractor proposes to provide material or equipment which does not conform to the Specifications and Drawings, it shall indicate so under "deviations" on the submittal transmittal form accompanying the submittal copies. The Contractor shall prepare its reason for a change, including cost and time differential.
- C. Submittal Completeness: Submittals which do not have all the information required to be submitted, including deviations, shall be considered as not complying with the intent of the Contract and are not acceptable and will be returned without review.

1.3 REVIEW PROCEDURE

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- A. Unless otherwise specified, when the Contract requires a submittal, the Contractor shall submit the specified information as follows to the Engineer for review:
- 1) One reproducible original of all the submitted information. When individual drawing sheets in the submittal exceed 8-1/2 inches by 11 inches, a sepia shall be submitted.
 - 2) Five (5) copies of all the submitted information.
 - 3) Only three (3) sets of sample material need be submitted, unless otherwise directed by the Engineer.
 - 4) Certified Test Reports. Before delivery of materials and equipment, five (5) certified copies of the reports of all tests listed in the technical sections shall be submitted and approved. The testing shall have been performed within three (3) years of submittal of the reports for approval. Test reports shall be accompanied by the certificates from the manufacturer certifying that the material and equipment proposed to be supplied is of the same type, quality, manufacture, and make as that tested.
- B. Unless otherwise specified, within ten (10) calendar days after receipt of the submittal by the Engineer, the submittal shall be reviewed and the Engineer shall return three (3) copies of the marked-up reproducible original noted above. The reproducible original will be retained by the Engineer. The returned submittal shall indicate one of the following actions:
- 1) If the review indicates that the material, equipment or work method is in general conformance with the design concept and complies with the Contract Drawings and Specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN". In this event the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
 - 2) If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED". The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.
 - 3) If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "REVISE AND RESUBMIT". Except at its own risk, the Contractor shall not undertake work covered by this submittal until the submittal has been revised, resubmitted and returned and marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".
 - 4) If the review indicates that the material, equipment, or work method is not in general conformance with the design concept or in compliance with the drawings and specifications, copies of the submittal will be marked "REJECTED - SEE REMARKS". Submittals with deviations which have not been identified clearly may be rejected. Except at its own risk, the Contractor shall not undertake work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".

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- 5) If the review indicates that laboratory reports are in general conformance with the requirements of the Specifications, submittal copies will be conspicuously stamped on the cover sheet in large and red letters "CONFORMS" to the specification requirements.
 - 6) If the review indicates that laboratory reports are not satisfactory in general conformance with the requirements of the Specifications, submittal copies will be conspicuously stamped on the cover sheet in large and red letters "DOES NOT CONFORM" to the specification requirements.
- C. No changes shall be made by the Contractor on resubmittals other than those changes indicated on the reviewed submittals, unless such changes are clearly described in a letter accompanying the resubmittal.
- D. It is expected that not more than one resubmittal will be required to satisfactorily revise an original submittal. Charges for extra work incurred by Engineer in reviewing resubmittals subsequent to the first resubmittal may be deducted by Owner from amounts payable to Contractor.

1.4 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTAL

Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of its responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or GPA or by any officer, employee, or subcontractor thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that GPA has no objection to the Contractor, upon its own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

END OF SECTION 01300

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SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.1 QUALITY CONTROL REQUIREMENTS

All testing shall be divided into three (3) categories as follows:

- A. Field tests made at, or in the vicinity of, the jobsite in connection with the actual work, including but not limited to concrete batch plants, asphalt batch plants, and similar establishments directly involved in the work.
- B. Factory tests at the point of manufacture of various products which are shipped to the jobsite as a unit, including but not limited to, such items as electrical equipment, as required by the Engineer.
- C. Certified tests made by approved testing agencies on material and/or equipment, which is to be incorporated into structures under the contract. These tests are those such as are performed by Factory Mutual, Underwriters' Laboratories, Inc., and others.

1) Field Tests:

- a) Field Tests by the Contractor: The Contractor shall perform all field testing specifically required by the "Applicable Publications" referenced in the contract specification. Cost of testing shall be borne by the Contractor. He shall furnish all equipment, instruments, qualified personnel and facilities necessary to perform all tests required by the contract documents. Testing services shall be performed by the Contractor or acquired by the Contractor through a qualified commercial testing laboratory. If a commercial testing laboratory is retained to perform tests under this contract, all test reports shall be performed by the Contractor or acquired by the Contractor through a qualified commercial testing laboratory. If a commercial testing laboratory is retained to perform tests under this contract, all tests reports shall be certified by a representative of the testing laboratory, who is authorized to sign certified test reports for the laboratory. Test reports shall include the acceptable value for each specification item, the actual test results obtained, the methods used, and a statement that the product conforms (or does not conform to the specification requirements).

- 2) Factory Tests: The Engineer will arrange for factory tests when they are required.

- 3) Manufacturer's Certified Tests: Certified tests on materials to be incorporated into the work will be acceptable, provided they are performed by the manufacturer or by

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Government approved agencies or laboratories, show that the material conform to the specification, and that the tests and certification meet the requirements of the paragraph entitled "Certificates and Certifications" below.

- 4) Government Approval of Laboratories: All laboratory work performed under this contract shall be done by a laboratory approved by the Government, whether the laboratory is employed by the Contractor or by others, or is owned and operated by the Contractor. The basis of approval includes the following:
 - a) Laboratories performing work in connection with concrete, steel and bituminous material must conform to American Society for Testing and Materials (ASTM) designation E632-77.
 - b) Laboratories performing work not in connection with concrete, steel or bituminous material must conform to Sections 3 and 4 of ASTM designation E329-77.

1.2 INSPECTION

All inspections shall be divided into two (2) categories as follows:

- A. Field inspection is that inspection in the vicinity of the jobsite which when performed properly, will result in the complete compliance of all work-in-place with the contract drawings and specifications.
- B. Factory inspection is that inspection of the point of manufacture of the various products which are shipped to the jobsite, including but not limited to, such items as electrical equipment.

1.3 CONTRACTOR FIELD INSPECTIONS

The Contractor or his designated representative shall inspect all work under this contract.

1.4 FACTORY INSPECTION

The Contracting Officer will arrange for factory inspection when it is required.

1.5 SHOP DRAWINGS AND CATALOG CUTS

All shop drawings, and catalog cuts required by the technical sections of the contract specifications shall be approved by the Engineer.

1.6 IDENTIFICATION

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Each item which is to be incorporated into the contract shall be clearly marked and identified in the catalog cut submittals, and shall be cross-referenced to the contract drawings and specifications so as to identify clearly the use for which it is intended.

1.7 SAMPLES

Samples of materials shall be prepared and submitted as required. The Contractor shall check and approve all samples of materials and/or equipment proposed for incorporation into the project. The samples shall be identified as to their intended use, and shall be accompanied by a letter of certification from the Contractor stating that the samples comply with the contract drawings and specifications.

1.8 CERTIFICATES AND CERTIFICATIONS

Manufacturer's certification may be furnished by the Contractor, on items of materials and equipment incorporated into the work, only when this method will assure full compliance with the provisions of the contract, as determined by the Government. Pre-printed certifications will not be acceptable. All certifications shall be in the original. The original of all manufacturer's certifications shall name the appropriate item of equipment or material, specification, standard or other document specified as controlling the quality of that item and shall have attached thereto certified copies of the test reports upon which the certifications are based.

1.9 RECORD OF INSPECTIONS

The Contractor shall maintain, on a day-to-day basis, a record of all inspections and field test performed with a certification that all work is in conformance with contract requirements.

1.10 RECALIBRATION OF EQUIPMENT

Equipment requiring recalibration shall be subject to recalibration at the request of the Engineer. Such recalibration shall be performed by the Contractor at his expense.

END OF SECTION 01400

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SECTION 01510**FACILITIES AND TEMPORARY CONTROLS****PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Temporary Utilities: Electricity, lighting, ventilation, telephone service, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, and protection of the Work.
- C. Facilities: Access roads, parking, temporary buildings.
- D. Field office: Contractor's field office/Inspector's field office

1.2 TEMPORARY ELECTRICITY

Provide and pay for power service required from Utility or portable power source.

1.3 TEMPORARY LIGHTING

- A. Provide and maintain incandescent lighting for construction operations.
- B. Maintain lighting and provide routine repairs.

1.4 TEMPORARY VENTILATION

Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.5 TELEPHONE SERVICE

Provide, maintain and pay for telephone service to field office at time of project mobilization.

1.6 TEMPORARY WATER SERVICE

- A. Provide, maintain and pay for suitable quality water service. Connect to existing water source for operations.
- B. Provide a double check valve assembly to all new connections.
- C. Extend branch piping with outlets located so water is available by hoses with threaded connections.

1.7 TEMPORARY SANITARY FACILITIES

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- A. Provide and maintain required facilities and enclosures.
- B. Maintain daily in clean and sanitary condition.

1.8 BARRIERS

- A. Provide barriers to prevent unauthorized entry to operation areas and to protect existing facilities and adjacent properties from damage from current operations.
- B. Provide protection for plant life designated to remain. Replace damaged plant life.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

1.9 EXTERIOR ENCLOSURES

Provide temporary weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for maintenance of required ambient temperatures identified in individual specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.10 PROTECTION OF WORK

- A. Protect all completed Work and provide special protection where specified in individual specification Sections.
- B. Control activity in immediate work area to minimize damage.
- C. Storm Protection: When a warning of gale force winds is issued, take precautions to minimize danger to persons, and protect the work and nearby property. Precautions shall include, but are not limited to, closing openings; removing loose materials, tools, and equipment from exposed locations; and removing or securing scaffolding and other temporary work. Close openings in the work when storms or lesser intensity pose a threat to the work or any nearby property.

1.11 PARKING

- A. Arrange for temporary parking areas to accommodate operations personnel.
- B. Provide temporary culverts to allow unimpeded drainage.
- C. Provide unimpeded access for emergency vehicles.
- D. When site space is not adequate, provide additional offsite parking.
- E. Locate as required by local laws and regulations and approved by Owner.

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1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to final inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.13 PROJECT IDENTIFICATION

- A. Provide 8'-0" wide x 4'-0" high project sign of exterior grade plywood and wood frame construction, painted with exhibit lettering by professional sign painter to GPA site representative's approved design and colors.
- B. List title of project, names of Owner, Architect/Engineer, Contractor, Contract Cost and completion date.
- C. Erect on site at location established by GPA site representative.
- D. No other signs are allowed except those required by law.

1.14 FIELD OFFICE

- A. The contractor shall provide a temporary field office with temporary utilities required for construction operations.
- B. Provide temporary field office for GPA inspector with minimum size of 8 ft. x 20 ft., with table, chairs and window air conditioner.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION 01510

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SECTION 01525
SAFETY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 Related Sections

- a. Section 01510, "Temporary Facilities and Controls"
- b. Section 02050, "Demolition and Removal"

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- | | |
|-------------|--|
| ANSI A10.14 | (1991) Construction and Demolition Operations - Requirements for Safety Belts, Harnesses, Lanyards and Lifelines for Construction and Demolition Use |
| ANSI Z359.1 | (1992) Safety Requirements for Personal Fall Arrest Systems |

CODE OF FEDERAL REGULATIONS (CFR)

- | | |
|-----------------|---|
| 29 CFR 1910.120 | Hazardous Waste Operations and Emergency Response |
|-----------------|---|

CORPS OF ENGINEERS (COE)

- | | |
|----------------|--|
| COE EM-385-1-1 | (1996) Safety and Health Requirements Manual |
|----------------|--|

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

- | | |
|----------|---|
| NFPA 70 | (1996) National Electrical Code |
| NFPA 241 | (1996) Safeguarding Construction, Alteration, and Demolition Operations |

1.3 DEFINITIONS

- a. Certified Industrial Hygienist. An industrial hygienist is an individual who is certified by the American Board of Industrial Hygiene.

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- b. Certified Safety Professional. A safety manager, safety specialist, or safety engineer that has passed the CSP exam administered by the Board of Certified Safety Professionals.
- c. Confined Space. A space which by design has limited openings for entry and exit, unfavorable natural ventilation which could contain or produce dangerous air contaminants, and which is not intended for continuous employee occupancy, engulfment or any other recognized safety or health hazard. Confined spaces include, but are not limited to storage tanks, process vessels, pits, silos, vats, degreasers, reaction vessels, boilers, ventilation and exhaust ducts, sewers, tunnels, underground utility vaults, and pipelines.
- d. Multi-employer work site (MEWS). The prime contractor is the "controlling authority" for all work site safety and health of the subcontractors.
- e. Recordable Occupational Injuries or Illness. An occupational injury or illnesses which result in serious injuries, lost workday cases, non-fatal cases or significant mishaps.
- f. Serious Injuries & Fatalities. Regardless of the time between the injury and death or the length of the illness; hospitalization of three or more employees; or property damage in excess of \$200,000.
- g. Lost Workday Cases. Injuries, other than fatalities, that results in lost workdays.
- h. Non-Fatal Cases. Cases without lost workdays which result in transfer to another job or termination of employment, or require medical treatment (other than first aid) or involve property damage in excess of \$10,000 but less than \$200,000 or involve: loss of consciousness or restriction of work or motion. This category also includes any diagnosed occupational illnesses which are reported to the employer but are not classified as fatalities or lost workday cases.
- i. Health and Safety Plan (HASP). The HASP is the Navy equivalent Army term of SHP or SSHP used in COE EM-385-1-1. "USACE" property and equipment specified in COE EM-385-1-1 should be interpreted as Government property and equipment.
- j. Safety Officer. The superintendent or other qualified or competent person who is responsible for the on-site safety required for the project. The contractor quality control person cannot be the safety officer, even through the QC has safety inspection responsibilities as part of the QC duties.
- k. Significant Contractor Mishap. A contractor mishap which involves falls of 4 feet or more, electrical mishaps, confined space mishaps, diving mishaps, equipment mishaps, and fire mishaps which result in a lost time injury, or property damage of \$10,000 or more, but less than \$200,000; or when fire department or emergency medical treatment (EMT) assistance is required.
- l. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment provided by a physician or registered personnel.

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- m. First Aid. A one-time treatment, and follow-up visit for the purpose of observation, of minor scratches, cuts, burns, splinters, and so forth, which do not ordinarily require medical care, even though provided by a physician or registered professional personnel.
- n. Lost Workdays. The number of days (consecutive or not) after, but not including, the day of injury or illness during which the employee would have worked but could not do so; that is, could not perform all or part of his normal assignment during all or any part of the workday or shift; because of the occupational injury or illness.

1.4 SUBMITTALS

Submit the following in accordance with Section 01300, "Submittal Procedures."

1.4.1 Statements

- a. Accident prevention plan (APP)
- b. Activity Hazard Analysis (AHA)
- c. Health and Safety Plan (HASP)

1.4.1.1 Accident Prevention Plan (APP)

Submit at least 15 calendar days prior to start of work at the job site, make APP site specific, Notice To Proceed will be given after Government finds the APP acceptable.

1.4.1.2 Activity Hazard Analysis (AHA)

Submit the AHA for the preparatory phase as a part of the APP. Submit subsequent AHA for each major phase of work at least 15 calendar days prior to the start of that phase. Format subsequent AHA as amendments to the APP.

1.4.1.3 Health and Safety Plan (HASP)

Allow 30 calendar days for review by GPA construction safety manager.

1.4.2 Records

- a. Reports. Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

1.5 QUALITY ASSURANCE

1.5.1 Qualifications

- a. Qualifications of Safety Officer:

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- (1) Ability to manage the on-site contractor safety program through appropriate management controls,
 - (2) Ability to identify hazards and have the capability to expend resources necessary to abate the hazards.
 - (3) Must have worked on similar types of projects that are equal to or exceed the scope of the project assigned with the same responsibilities.
- b. Qualifications of Qualified Person, Confined Space Entry. The qualified person shall be capable by education and specialized training of anticipating, recognizing, and evaluating employee exposure to hazardous substances or other unsafe conditions in a confined space. This person shall be capable of specifying necessary control and protective action to ensure worker safety.

1.5.2 Meetings

1.5.2.1 Preconstruction Conference

The safety officer shall attend the preconstruction conference.

1.5.2.2 Meeting on Work Procedures

Meet with Contracting Officer to discuss work procedures and safety precautions required by the HASP. Ensure the participation of the Contractor's superintendent, the Quality Control, and the CSP or CIH.

1.5.2.3 Weekly Safety Meetings

Hold weekly. Attach minutes showing contract title, signatures of attendees and a list of topics discussed to the QC Contractor Quality Control daily report.

1.5.4 Crane Safety Requirements

The contractor shall comply with specific activity regulations pertaining to crane safety and operation, and shall notify the contracting officer, in advance of any cranes entering the activity. The contractor shall comply with ASME B30.5 for mobile cranes, and ASME B30.22 for articulating boom cranes.

1.5.4.1 Crane Certificate of Compliance

Prior to cranes entering federal activities, a certificate of compliance form the contractor shall be completed and submitted to the contracting officer. The certificate of compliance shall certify that the crane and rigging gear meets applicable OSHA regulations. The specific OSHA regulation applying to the crane shall be cited on the certification. The contractor shall also certify that all of its crane operators working on federal activity have been trained not to bypass safety devices

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during lifting operations. A copy of the certification submitted to the contracting officer shall be posted in the crane. Attached at the end of this specification section is a certification form to be used for this purpose.

1.5.4.2 Crane Weight Handling Equipment Accident Report

The contractor shall provide the contracting officer within 30 days of any accident a Weight Handling Equipment Accident Report using the form provided at the end of this specification section. The contractor shall notify the contracting officer as soon as practical, but not later than four hours, after an accident involving a fatality, in-patient hospitalization, overturned crane, collapsed boom, or any other major damage to the crane or adjacent property. The contractor shall secure the accident site and protect evidence unit released by the contracting officer. The contractor shall conduct an accident investigation to establish the root cause(s) of the accident. Crane operations shall not proceed until cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer. These notifications and reporting requirements are in addition to those required under other parts of this project specification and the provisions of the "Accident Prevention" clause of the contract.

1.6 ACCIDENT PREVENTION PLAN (APP)

Prepare the APP in accordance with the required and advisory provisions of COE EM-385-1-1 including Appendix A, "Minimum Basic Outline for Preparation of Accident Prevention Plan," and as modified herein. Include the associated AHA and other specific plans, programs and procedures listed on Pages A-3 and A-4 of COE EM-385-1-1, some of which are called out below.

1.6.1 Contents of the Accident Prevention Plan

- a. Name and safety related qualifications of safety officer (including training and any certifications).
- b. Qualifications of competent and of qualified persons.
- c. Identify of the individual who will complete exposure data (hours worked); accident investigations, reports and logs; and immediate notification of accidents to include subcontractors.
- d. Emergency response plan. Conform to COE EM-385-1-1, paragraph 01.E and include a map denoting the route to the nearest emergency care facility with emergency phone numbers. Contractor may be required to demonstrate emergency response.
- e. Confined Space Entry Plan. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)

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- f. Hazardous Material Use. Provisions to deal with hazardous materials, pursuant to the Contract Clause "FAR 52.223-3, Hazardous Material Identification and Material Safety Data." And the following:
- (1) Inventory of hazardous materials to be introduced to the site with estimated quantities.
 - (2) Plan for protecting personnel and property during the transport, storage and use of the materials
 - (3) Emergency procedures for spill response and disposal, including a site map with approximate quantities on site at any given time. The site map will be attached to the inventory, showing where the hazardous substances are stored
 - (4) Material Safety Data Sheets for inventoried materials not required in other section of this specification.
 - (5) Labeling system to identify contents on all containers on-site.
 - (6) Plan for communicating high health hazards to employees and adjacent occupants.
- g. Hazardous Energy Control Plan. For hazardous energy sources, comply with COE EM-385-1-1, paragraph 12.A.07.
- h. Critical Lift Procedures. Weight handling critical lift plans will be prepared and signed in accordance with COE EM-385-1-1, paragraph 16.c.18.
- i. Alcohol and Drug Abuse Plan
- (1) Describe plan for random checks and testing with pre-employment screening in accordance with the DFAR Clause subpart 252.223-7004, "Drug Free Work Force."
 - (2) Description of the on-site prevention program
- j. Fall Protection Plan. The plan shall be site specific and protect all workers at elevations above 6 feet.
- k. Site Demolition Plan. The safety and health aspects prepared in accordance with Section 02220, "Site Demolition"

1.7 ACTIVITY HAZARD ANALYSIS (AHA)

Prepare for each phase of the work. As a minimum, define activity being performed, sequence of work, specific hazards anticipated, control measures to eliminate or reduce each hazard to acceptable levels, training requirements for all involved, and the competent person in charge of that phase of work. For work with fall hazards, including fall hazards associated with scaffold erection and removal, identify the appropriate fall arrest systems. For work with materials handling

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equipment, address safeguarding measures related to materials handling equipment. For work requiring excavations, include excavation safe guarding requirements. The appropriate AHA shall be reviewed and attendance documented by Contractor at the preparatory, initial, and follow-up phases of Quality Control inspection.

1.8 HEALTH AND SAFETY PLAN (HASP)

Prepare as required by 29 CFR 1910.120 and COE EM-385-1-1.

1.8.1 Qualified Personnel

Retain a Certified Industrial Hygienist (CIH) or a Certified Safety Professional (CSP) to prepare the HASP, conduct activity hazard analyses, and prepare detailed plan for demolition, removal, and disposal of materials. Retain the CIH or CSP for duration of contract.

1.8.2 Contents

In addition to the requirements of COE EM-385-1-1, Table 28-1, the HASP must include:

- a. Interface of trades involved in the construction.
- b. Sequencing of work.
- c. Disposal plan.
- d. Protective equipment.
- e. Pollution control.

1.9 DRUG PREVENTION PROGRAM

Conduct a proactive drug and alcohol use prevention program for all workers, prime and subcontractor, on the site. Ensure that no employees either use illegal drugs or consume alcohol during work hours. Ensure no employees under the influence of drugs or alcohol during work hours. After accidents, collect blood, urine or saliva specimens and test injured employee influence. A copy of the test shall be made available to the Contracting Officer upon request.

1.10 FALL HAZARD PREVENTION PROGRAM

1.10.1 Scaffolds

Delineate the fall protection requirements necessary during the erection and dismantling operation of scaffolds used on the project in the fall protection plan and activity hazard analysis for the phase of work.

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1.10.2 Training

Institute a fall protection program. As part of the Fall Protection Program, contractor shall provide training for each employee who might be exposed to fall hazards.

1.11 DUTIES OF THE SAFETY OFFICER

- a. Ensure construction hazards are identified and corrected.
- b. Maintain applicable safety reference material on the job site.
- c. Maintain a log of safety inspections performed.

1.12 DISPLAY OF SAFETY INFORMATION

Display the following information in clear view of the on-site construction personnel:

- a. Map denoting the route to the nearest emergency care facility with emergency phone numbers.
- b. AHA
- c. Sign with number of hours worked since last lost workday accident.

1.13 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturers' manuals.

1.14 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide.

1.15 REPORTS

1.15.1 Reporting Reports

For OSHA recordable accidents, the prime contractor will conduct a suitable investigation and provide to the Contracting Officer within 5 calendar days of the accident.

1.15.2 Notification

Notify Contracting Officer, within 4 hours, of any accident meeting the definition of OSHA recordable occupational injury or illness. Information shall include Contractor name; contract title; type of contract; name of activity, installation or location where mishap occurred; date and time of mishap; names of personnel injured; extent of property damage, if any; and brief description of mishap (to

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include type of construction equipment used, PPE used, etc.). In addition to OSHA reporting requirements, initial notification shall be made of any accident involving significant mishaps.

1.15.3 Monthly Exposure Report

Monthly exposure reporting, to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.

1.15.4 OSHA Citations and Violations

Provide the Contracting Officer with a copy of each OSHA citation, OSHA report and Contractor response. Correct violations and citations promptly and provide written corrective actions to the Contracting Officer.

PART 2 - PRODUCTS

2.1 FALL PROTECTION ANCHORAGE

Fall protection anchorages, used by contractors to protect their people, will be left in place and so identified for continued customer use.

PART 3 - EXECUTION

3.1 CONSTRUCTION

Comply with COE EM-385-1-1, NFPA 241, the accident prevention plan, the activity hazard analysis and other related submittals and activity fire and safety regulations.

3.1.1 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. Exceptions to the use of any of the above excluded materials may be considered by Contracting Officer upon written request by Contractor.

3.1.2 Unforeseen Hazardous Material

If additional material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

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3.2 PRE-OUTAGE COORDINATION MEETING

Contractors are required to apply for utility outages a minimum of 15 days in advance. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches.

3.3 PERSONNEL PROTECTION

3.3.1 Hazardous Noise

Provide hazardous noise signs, and hearing protection, where ever equipment and work procedures produce sound-pressure levels greater than 85 dBA steady state or 140 dBA impulses, regardless of the duration of the exposure.

3.3.2 Fall Protection

Enforce use of the fall protection device named for each activity in the AHA all times when an employee is on a surface 6 feet or more above lower levels. Personal fall arrest systems are required when working from an articulating or extendible boom, scissor lifts, swing stages, or suspended platform. Fall protection must comply with ANSI A10.14.

3.3.2.1 Personal Fall Arrest Device

Equipment, subsystems, and components shall meet ANSI Z359.1, Personal Fall Arrest Systems. Only a full-body harness with a shock absorbing lanyard is an acceptable personal fall arrest device. Body belts may only be used as positioning devices only such as for steel reinforcing assembly. Body belts are not authorized as a personal fall arrest device. Harnesses must have upper middle back "D" rings for proper body suspension during a fall. Lanyard must be fitted with a double locking snap hook attachment. Webbing, straps, and ropes must be of synthetic fiber or wire rope.

3.3.3 Scaffolding

Employees shall be provided with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Contractor shall ensure that scaffold erection is performed by employees that are qualified. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection plan. Minimum platform size shall be based on the platform not being greater in height than four times the dimension of the smallest width dimension for rolling scaffold. Some Baker type scaffolding has been found not to meet these requirements. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward. The first tie-in shall be at the height equal to 4 times the width of the scaffold base.

3.3.4 Use of Material Handling Equipment

- a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufactures printed operating

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instructions. Crane supported work platforms shall only be used in extreme conditions if the Contractor proves that using any other access to the work location would provide a greater hazard to the workers.

- b. Cranes must be equipped with Load Indicating Devices, anti-two blocks devices, load, boom angle moment indicating indicators.
- c. Christmas-tree lifting (multiple rigged materials) is not allowed.

3.3.5 Excavations

The competent person for excavation shall be on site when work is being performed in excavation, and shall inspect excavations prior to entry by workers. Individual must evaluate for all hazards, including atmospheric, that may be associated with the work, and shall have the resources necessary to correct hazards promptly.

3.3.6 Conduct of Electrical Work

Underground electrical spaces must be certified safe for entry before entering to conduct work. Cable intended to be cut must be positively identified and de-energized prior to performing each cut. Perform all high voltage cutting remotely. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers shall be permitted to enter. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personnel protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. Insulating blankets, hearing protection, and switching suits may be required, depending on the specific job and as delineated in the Contractor AHA.

3.4 ACCIDENT SCENE PRESERVATION

For serious accidents, ensure the accident site is secured and evidence is protected remaining undisturbed until released by the Contracting Officer.

3.5 FIELD QUALITY CONTROL

3.5.1 Inspections

Include safety inspection as a part of the daily Quality Control inspections required in Section 01400, "Quality Control."

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3.6 TRAFFIC WORK

All work around/involving roadways, to include roadway excavations and utility crossings, will be conducted in accordance with Manual of Uniform Traffic Control Devices. Contractors shall provide and ensure appropriate road closure and detour signs are established as necessary for motor traffic management. All road closures shall be coordinated with the Contracting Officer in advance. Self-illuminated (lighted) barricades shall be provided during hours of darkness. Brightly-colored (orange) vests are required for all personnel working in roadways. Road closures shall require a road closure plan showing the location of signage.

3.7 STATION REGULATIONS

Contractor is responsible to adhere to all station regulations and obtain all necessary permits and outage approvals prior to commencement of that work activity.

3.8 STATION PERMITS

Permits are required for, but not necessarily limited to, welding, digging, and burning. Allow 7 calendar days for processing of the application.

3.9 TEMPORARY BARRICADES

Contractor shall provide for barricading around all work areas to prevent public access.

3.10 FENCING

Fencing shall be provided along the construction site at all open excavations and tunnels to control access by unauthorized people. Fencing must be installed to be able to restrain a force of at least 200 pounds against it.

3.11 SIGNS

Place warning signs at the construction area perimeter designating the presence of construction hazards requiring unauthorized persons to keep out. Signs must be placed on all sides of the project, with at least one sign every 300 feet. All points of entry shall have signs designating the construction site as a hard hat area.

END OF SECTION 01525

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SECTION 01560

ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 DEFINITIONS OF CONTAMINANTS

- A. Sediment: Soil and other debris that has been eroded and transported by runoff water.
- B. Solidwaste: Rubbish, debris, garbage, and other discarded materials resulting from industrial, commercial, and agricultural operations, and from community activities' such material having insufficient liquid content to be free flowing.
- C. Rubbish: A variety of combustible and noncombustible wastes such as ashes, waste materials that result from construction or maintenance and repair work, leaves and tree trimmings.
- D. Chemical Wastes: Includes salts, acids, alkalies, herbicides, pesticides, petroleum-derived products and organic chemicals.
- E. Sewage: Water-carried waste products from residences, public buildings, institutions or other buildings, including excrementitious or other discharge from the bodies of human beings or animals, together with such ground water infiltration and surface water as may be present.
- F. Garbage: Refuse and scraps resulting from preparation, cooling, dispensing, and consumption of food.
- G. Asbestos and Asbestos Materials: Asbestos means actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite. Asbestos materials means asbestos or any material containing asbestos such as asbestos waste, scrap, debris, bags, containers, equipment, and asbestos-contaminated clothing consigned for disposal. Friable asbestos material requires a Waste Disposal Permit. Submit one (1) copy of Guam Environmental Protection Agency (GEPA) permit or license which reflects such agency's approval of the disposal plan as being in compliance with their waste disposal regulations.

1.2 ENVIRONMENTAL PROTECTION REQUIREMENTS

- A. Provide and maintain during the life of the contract, environmental protection as defined herein. Provide environmental protective measures as required to control pollution that develops during normal construction practice.
- B. Provide also environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with all federal and local statutes and regulations pertaining to environmental protection.

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1.3 SUBMITTALS

- A. Environmental protection Plan: Submit two (2) copies of the proposed Environmental Protection Plan (EPP) to the Guam Environmental Protection Agency (GEPA) and 2 copies to the Contracting Officer for review and approval no later than 10 calendar days after receipt of the Notice to Proceed (NTP) with work under this project. Review of the plan by the Contracting Officer and GEPA will be accomplished simultaneously.

The Contractor shall not undertake any clearing, grubbing, earthwork, and excavations until the EPP has been approved by the GEPA and the Contracting Officer.

- B. Solid waste Disposal Permit: Submit one (1) copy of local permit or license which reflects Guam Environmental Protection Agency's (GEPA) approval of the disposal plan as being in compliance with their solid waste disposal regulations.
- C. The Contractor must submit an approved Erosion Control Plan (ECP) to Guam EPA to be implemented and maintained throughout the duration of the project.

PART 2 - PRODUCT (None Required)

PART 3 - EXECUTION

- 3.1 PROTECTION OF NATURAL RESOURCES:** The natural resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their existing condition or restored to an equivalent or improved condition upon completion of the work. Confine construction activities to areas defined by the work schedule, drawings, and specifications.

- A. Land Resources: Except in areas indicated to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without special permission from the Contracting Officer.
1. Protection: Protect existing trees which are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operations. Remove displaced rocks from uncleared areas. Protect monuments, markers, and works of art.
- B. Repair or Restoration: Repair or restore to their original condition all trees or other landscape features scarred or damaged by the equipment or operations. Obtain approval of the repair or restoration from the Contracting Officer prior to its initiation.
- C. Temporary Construction: At the conclusion of the project, obliterate all signs of temporary construction facilities such as work areas, stockpiles of excess or waste materials, and all other vestiges of construction.
- D. Water Resources: Perform all work in such a manner that any adverse environmental impact on

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water resources is reduced to a level acceptable to the Contracting Officer.

- E. Oily and Other Hazardous Substances: Take special measures to prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water.

3.2 CONTROL AND DISPOSAL OF SOLID, CHEMICAL, AND SANITARY WASTES:

Pick up solid waste and place in containers which are emptied on a regular schedule. The preparation, cooking, and disposing of food are strictly prohibited on the project site. Conduct handling and disposal of waste to prevent contamination of the site and other areas. On completion, leave areas clean and natural looking. Remove signs of temporary construction and activities incidental to construction of the permanent work in place.

- A. Disposal of Rubbish and Debris: Dispose of rubbish and debris in accordance with the requirements specified herein.

Remove rubbish and debris from the project site and dispose of it in compliance with federal and local requirements.

- B. Garbage Disposal: Place garbage in appropriate containers and transport such refuse to an approved landfill for disposal at least once per week. As an alternative, the Contractor may arrange for weekly pickup and disposal service either with the Government of Guam or a privately-owned garbage collection service. The Contractor shall pay all fees associated with obtaining and maintaining garbage collection and disposal services.
- C. Sewage, Odor, and Pest Control: Dispose of sewage through connection to the public sewage system. Where such system is not available, use chemical toilets or comparably effective units and periodically empty waste into the public sanitary sewage system. Include provisions for pest control and elimination of odors.
- D. Chemical Waste: Store chemical waste in corrosion resistant containers labeled to identify type of waste and date filled. Remove containers from the project site, and dispose of chemical waste in accordance with federal, state, and local regulations. For oil and hazardous material spills which may be large enough to violate federal and local regulations, notify the Contracting Officer immediately and take measures as instructed by the Contracting Officer, at no additional costs.
- E. Petroleum Products: Conduct fueling and lubricating of equipment and motor vehicles in a manner that affords the maximum protection against spills and evaporation. Dispose of lubricants to be discarded and excess oil in accordance with approved procedures meeting federal and local regulations.

- 3.3 DUST CONTROL:** Keep dust down at all times, including non-working hours, weekends, and holidays. Sprinkle or treat, with dust suppressors, the soil at the site, haul roads, and other areas disturbed by operations. No dry brooming is permitted. Instead use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing is permitted only for cleaning non-particulate debris, such as steel

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reinforcing bars. No sandblasting is permitted unless dust therefrom is confined. Only wet cutting of concrete blocks, concrete, and asphalt is permitted. No unnecessary shaking of bags is permitted where bagged cement, concrete mortar, and plaster is used.

- 3.4 NOISE:** When available, make the maximum use of "low-noise emission products" as certified by Guam Environmental Protection Agency.

END OF SECTION 01560

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SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SUBSTANTIAL COMPLETION DATE

- A. When the Contractor considers the entire work ready for its intended use, the Contractor shall, in writing to the Engineer, certify that the entire work is substantially complete and request that the Engineer concur and establish a date of substantial completion.
- B. Within 5 days the Contractor and the Engineer shall complete an inspection of the work to determine the status of the completion. If the Engineer does not consider the work substantially complete, the Engineer will notify the Contractor in writing giving the Engineer's reasons therefore. The Contractor may appeal this decision.
- C. If the Engineer considers the work substantially complete, the Engineer will concur in writing to the Contractor that the work is substantially complete and shall therein fix the date of substantial completion. In addition, a list of any deficiencies requiring completion or correction before final inspection will be attached to the Certificate of Substantial Completion. This list of deficiencies (punch list) shall be completed by the Contractor within 10 days after receipt of the Certificate of Substantial Completion and list of deficiencies. The Engineer will not make the final inspection until all work, including the correction of such deficiencies, final clean-up, and such extra work as may be ordered by the Engineer, has been completed by the Contractor and all sub-contractors.
- D. **Definition of Substantial Completion:** The date of substantial completion of a project or specified area of the project is the date when construction is sufficiently completed and in accordance with the contract documents, as modified by any change orders agreed to by the parties, to permit the Guam Power Authority to occupy the project or specified area of the project for the use for which intended.

1.2 FINAL INSPECTION DATE

- A. When the Contractor has completed work listed on the punch list or when the 10-day punch list period expires, whichever comes first, the Engineer will set a definite date for final inspection. The Engineer and Contractor will then make a final inspection of the project, again noting any deficiencies that remain. The Engineer will again notify the Contractor in writing of all particulars in which this inspection reveals that the work is incomplete or defective. The Contractor shall remedy such deficiencies within 5 days of written notice.
- B. If such deficiencies are not corrected within 5 days after receipt of the written notice listing deficiencies, the Owner may, without further notice to the Contractor, take whatever steps it deems necessary to correct those deficiencies. Such steps may include, but are not limited to, the correction of defects by Owner provided forces or by others. Thereafter, all direct and indirect costs of the Owner in exercising such rights will be charged against the Contractor and a unilateral change order issued incorporating the necessary revisions in the contract documents and ordering

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- that such costs be deducted from monies due or becoming due the Contractor. Such indirect or direct costs shall include in particular, but without limitation to, compensation for additional professional services required, and all cost of repair and replacement of the work of others destroyed or damaged by correction, removal, or replacement of the Contractor's deficient work.
- C. The Contractor will not be allowed an extension of contract time because of any delay in performance of the work attributable to the exercise of the Owner's rights hereunder.
 - D. Upon correction of all deficiencies, the Engineer will notify the Contractor and Owner in writing of the date upon which the work was considered complete.

1.3 FINAL ACCEPTANCE

- A. A Certificate of Completion for the project, submitted by the Engineer and approved by the Owner, shall constitute final acceptance of the work.
- B. Final acceptance shall not constitute acceptance of any unauthorized or defective work or material, nor shall progress estimates be construed as acceptance of any work under this contract. The Owner shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or from recovering damages for any such work or material.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean equipment and fixtures to a sanitary condition.
- C. Clean filters of operating equipment.
- D. Clean debris from roofs, downpours, and drainage systems.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.5 CORRECTION PERIOD

- A. If within a year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions: (i) correct such defective work, or, if it has been rejected by the Owner, remove it from the site and replace it with work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other worker the work of others resulting therefrom. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency

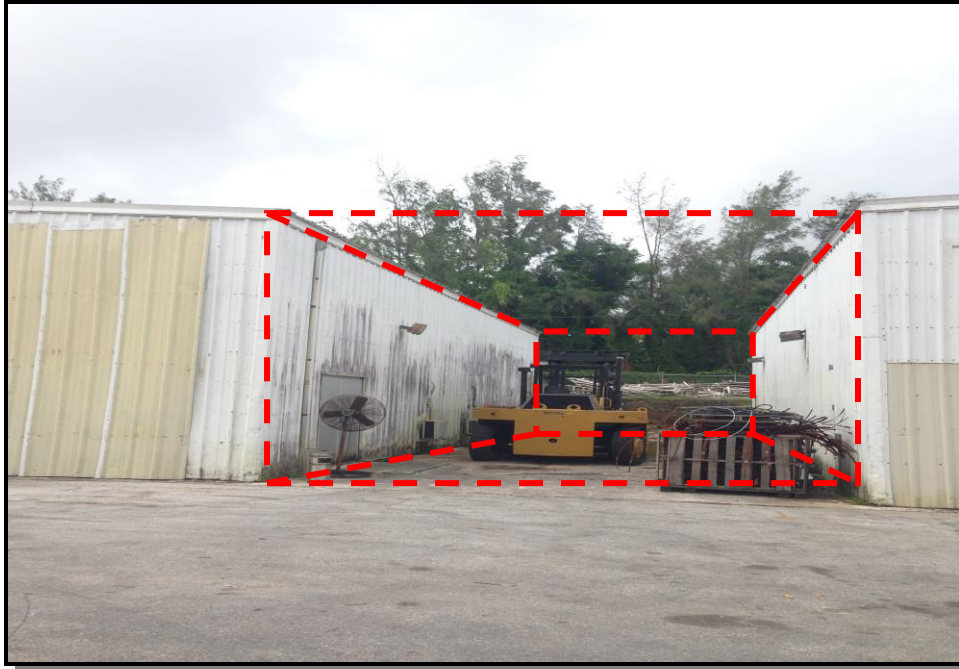
01700-2

- where delay would cause serious risk of loss or damage, the Owner may have the defective work corrected or the rejected work remove and replaced, and all claims, costs, losses and damages caused by resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by the Contractor.
- B. Where defective work (and damage to other work resulting therefrom) has been corrected, removed or replaced under this paragraph 1.5, the correction period hereunder with respect to such work will be extended for an additional period of two years after such correction or removal and replacement has been satisfactorily completed.
- C. Contractor shall furnish a Correction Period Bond. The Correction Period Bond shall be for an amount equal to 15% of the Contract Price and shall remain in effect for at least a year after the date when final payment becomes due. Receipt by the Owner of the Correction Period Bond shall be a prerequisite for release of the Performance Bond.

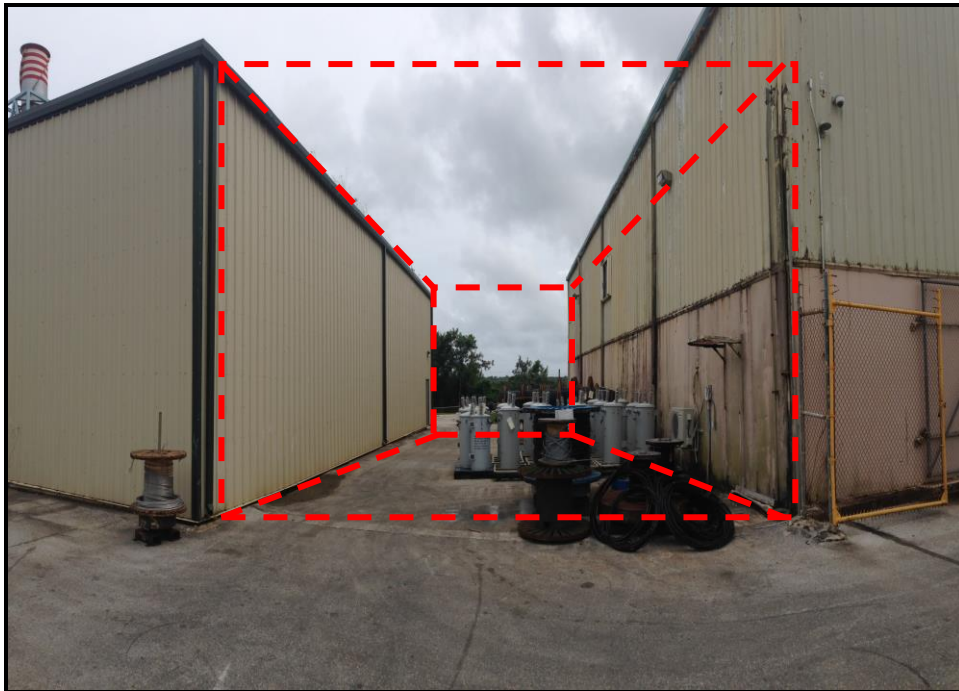
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SITE PHOTOS



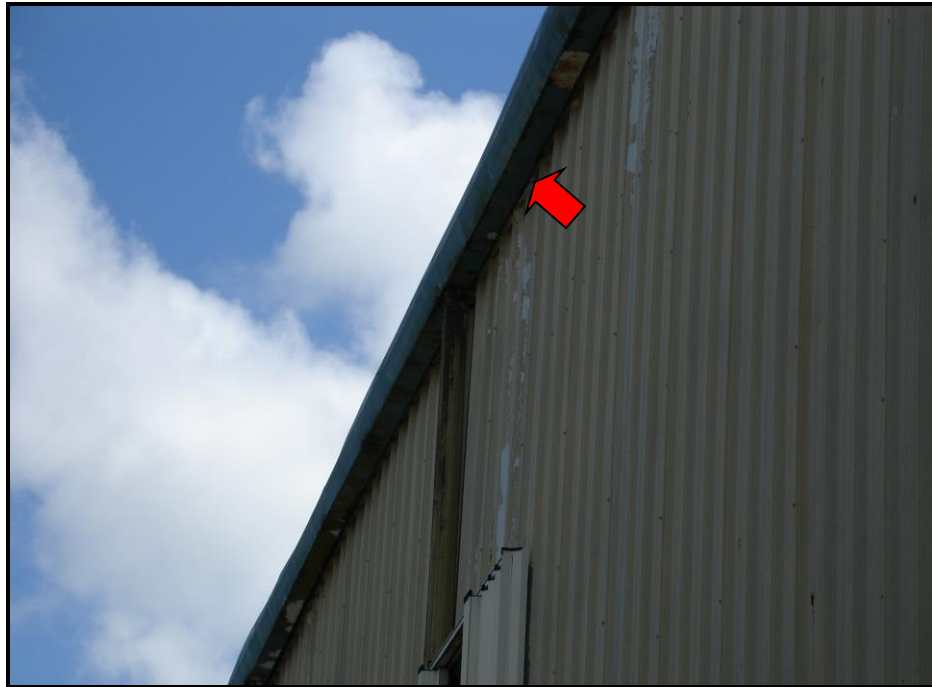
Proposed site for PEMB #1 - 20' wide x 70' long x 18' high



Proposed site 2 for PEMB #2 - 32' wide x 80' long x 20' high



Roof leakage resulting to damage of roof insulation

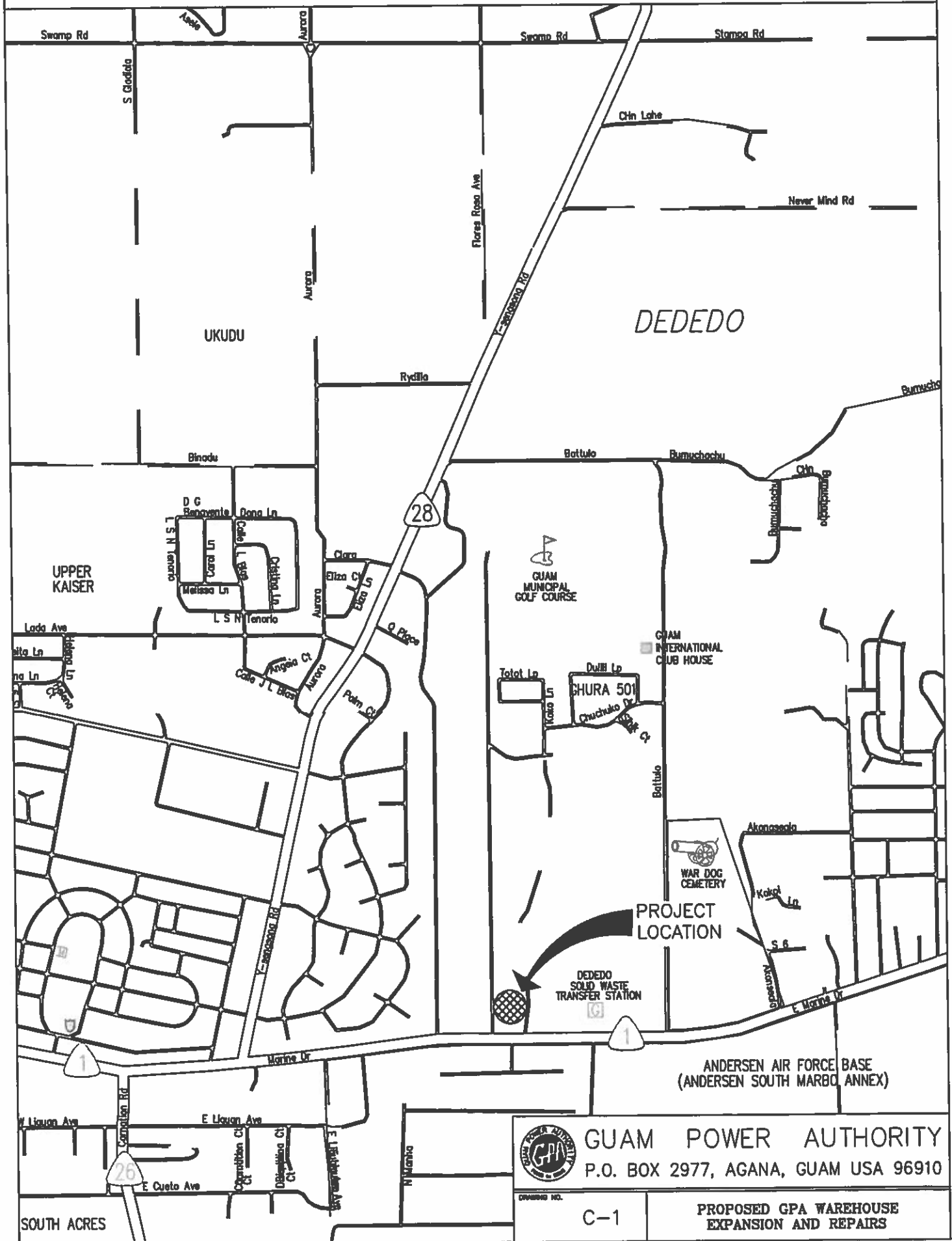



Damaged downspout and rusted roof gutter



Evidence of corrosion on sidewall girts supporting the wall cladding and roof due to water intrusion

VICINITY MAP

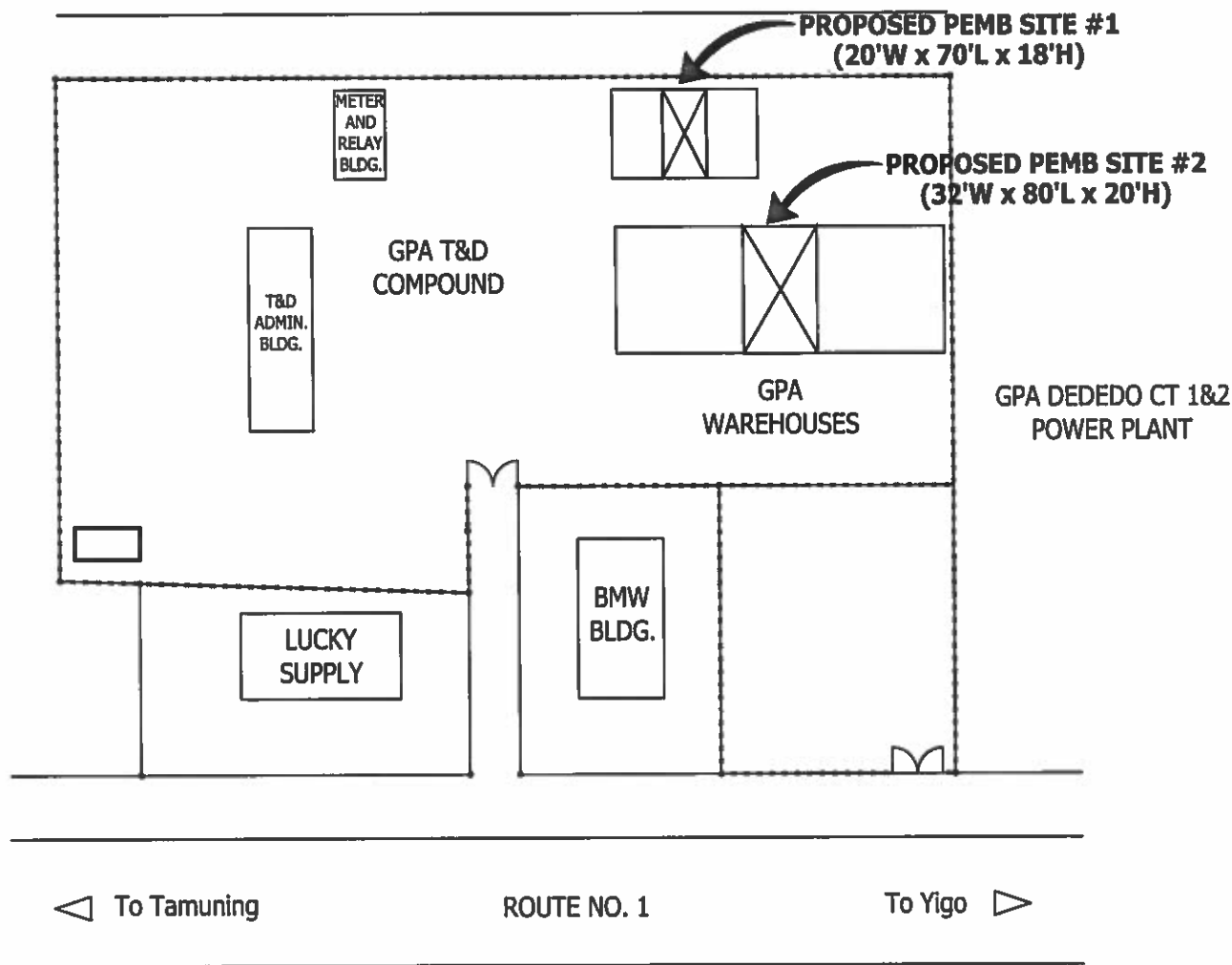



	GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910	
	DRAWING NO. C-1	PROPOSED GPA WAREHOUSE EXPANSION AND REPAIRS

LOCATION MAP



GOLF COURSE



	GUAM POWER AUTHORITY P.O. BOX 2977, AGANA, GUAM USA 96910	
	DRAWING NO. C-2	PROPOSED GPA WAREHOUSE EXPANSION AND REPAIRS

GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) And the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at the Guam Power Authority). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
- [] 7. **“ALL OR NONE” BIDS:** Unless otherwise allowed under this Solicitation. “all or none” bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.
- NOTE:** By checking this item, the Government is requesting all of the bid items to be bided or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER’S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder’s name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier’s Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Power Authority in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier’s check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) **Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.**
- [X] 12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check payable to the Guam Power Authority issued by any of the local Banks or Bonding Institution in the amount equal to ONE HUNDRED PERCENT (100%) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are violated by the contractor, the Chief Procurement

Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202.03.4).

- [X] 13. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 15. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).
- [X] 17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
 - b) The ability, capacity, and skill of the Bidder to perform.
 - c) Whether the Bidder can perform promptly or within the specified time.
 - d) The quality of performance of the Bidder with regards to awards previously made to him.
 - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
 - f) The sufficiency of the financial resources and ability of the Bidder to perform.
 - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
 - h) **The compliance with all of the conditions to the Solicitation.**
- [X] 18. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
- [] 19. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [X] 20. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 21. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 22. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 23. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor

agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).

- [] 24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief tem description and quantity. Letter marking shall not be less than 3/4" in height.
- [] 25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Guam Power Authority Dededo Warehouse at (671) 653-2073 and/or Guam Power Authority Cabras Warehouse at (671) 475-3319, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 26. **BILL OF SALE:** Successful supplier shall render Bill of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [] 27. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 28. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [] 29. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- [] 30. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [] 31. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- c) **Compliance with this Section is a condition of this Bid.**
- [X] 32. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or 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 and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 33. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 34. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, se, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 35. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 36. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [] 37. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation

will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.

- [] 38. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative towards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [X] 39. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.
- [X] 40. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one hundred dollars (\$100.00) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____ Title: _____

Address: _____ Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with Section 6114 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the Guam Power Authority.

2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.

3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.

4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.

6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.

7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations Section 3-202)
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. **DISCOUNTS:**
 - a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. **SELLERS' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12 below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations Section 3-202.12.2).
12. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of the Guam Procurement Act (P.L. 16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (Guam Procurement Regulations Section 3-202.12.3).
13. **MULTI-STEP SEALED BIDDING:**
- a. It is defined as two-phase process consisting of a technical first-phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the territory, and a second-phase in which those bidders whose technical offers are determined to be acceptable during the first-step have their priced bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtained the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers.
 - b. In addition to the requirements set forth in the General Terms and Conditions and the Special provisions, the following applies:
 - 1). only unpriced technical offers are requested in the first phase;
 - 2). priced bids will be considered only in the second phase and only from bidders whose unpriced technical offers are found acceptable in the first phase;
 - 3). the criteria to be used in the evaluation at those specified in the Special Provisions and the General Terms and Conditions;
 - 4). the territory, to the extent the Procurement Officer finds necessary, may conduct oral or written discussion of the unpriced technical offers;
 - 5). the bidders, may designate those portions of the unpriced technical offers which contain trade secrets or other proprietary data which are to remain confidential; and,
 - 6). the service being procured shall be furnished generally in accordance with bidder's technical offer as found to be finally acceptable and shall meet the requirements of the Invitation for Bids.
 - c. **RECEIPT AND HANDLING OF UNPRICED TECHNICAL OFFERS.**
Unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request nondisclosure of trade secrets and other proprietary data identified in writing.
 - d. **EVALUATION OF UNPRICED TECHNICAL OFFERS.**
The unpriced technical offers submitted by bidders shall be evaluated solely in accordance with the criteria set forth in the Invitation for Bids. The unpriced technical offers shall be categorized as:
 - 1). acceptable;
 - 2). potentially acceptable, that is, reasonably susceptible of being made acceptable; or
 - 3). unacceptable. The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file.

The Procurement Officer may initiate Phase Two of the procedure if, in the Procurement Officer's opinion, there are sufficient acceptable unpriced technical offers to assure effective price competition in the second phase without technical discussions. If the Procurement Officer finds such is not the case, the Procurement Officer shall issue an amendment to the Invitation for Bids or engage in technical discussions as set forth in Subsection 3-202.20.5 of this Section.
 - e. Upon the completion of Phase One, the Procurement Officer shall invite each acceptable bidder to submit a price bid. Upon submission of prices, the Procurement Officer shall prepare the final evaluation and reconsideration for the Chief Procurement Officer's approval.