

GUAM POWER AUTHORITY ATURIDAT ILEKTRESEDAT GUAHAN P.O. BOX 2977 * AGANA, GUAM U.S.A. 96932-2977

JOSEPH T. DUENAS Chairman



JOHN M. BENAVENTE, P.E. General Manager

| Telephone Nos.: | (671 |) 648-3054/55 or Facsimile | (671 |) 648-3165 |
|-----------------|------|----------------------------|------|------------|
|-----------------|------|----------------------------|------|------------|

| Accountability · | Impartiality | • | Competence | • | Openness | · Value |
|------------------------------|-------------------------|-----------|-------------------------|----|----------|---------|
| REQUEST FOR PROPOSAL: | GPA-RFP-20-002 | | | | | |
| DESCRIPTION: Architectural- | Engineering Services fo | r GPA T&[| O Administration Buildi | ng | | |

SPECIAL REMINDER TO PROSPECTIVE INDIVIDUALS/FIRMS

Firms/Individuals are reminded to read Proposal Instructions to ascertain that all of the following requirements checked below are submitted in their technical proposal envelope, one (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF copy in CD, DVD, and/or USB Flashdrive at the date and time for proposal remittance.

- [XX] STATEMENT OF QUALIFICATION;
- [XX] AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS;
- [XX] NON-COLLUSION AFFIDAVIT
- [XX] NO GRATUITIES OR KICKBACKS AFFIDAVIT;
- [XX] ETHICAL STANDARDS AFFIDAVIT;
- [XX] WAGE DETERMINATION AFFIDAVIT;
- [XX] RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;

*Note: The above 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] OTHERS: A Guam Business License 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. Offerors MUST comply with PL 26-111 dated June 8, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act (www.wdol.gov). Additionally, upon award the successful firm/individual must provide to GPA the most recently issued Wage Determination by the US Dept. of Labor.

***Restriction against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property, 5GCA Section 5253, enacted by P.L. 28-24 and amended by P.L. 28-98:

If a contract for services is awarded to the bidder or offeror, then the service provider must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from thes been taken.

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

On this ______ day of ______, 20____ I, authorized representative of ______ acknowledge receipt of this special reminder to PROSPECTIVE Individual/Firm with the above referenced RFP.

Individual/Firm Representative's Signatur

REQUEST FOR PROPOSAL NO. GPA-RFP-20-002

FOR

ARCHITECTURAL-ENGINEERING SERVICES FOR GPA T&D ADMINISTRATION BUILDING



JOVEN G. ACOSTA, P.E. Engineering Manager

JOHN J. CRUZ JR., P.E. Assistant General Manager Engineering & Technical Services

JOHN M. BENAVENTE, P.E. General Manager

> Guam Power Authority P.O. Box 2977 Hagatña, Guam 96932

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1 INSTRUCTIONS TO OFFEROR

1.1 **DEFINITIONS**

- OFFEROR: The individual, partnership, corporation, or joint venture submitting a written or documented response to this subject RFP.
- OWNER: The Guam Power Authority (GPA) General Manager or designated representative.
- ADDENDA: Any amendment, modification or addenda issued by OWNER, prior to the opening of the RFP's, for the purpose of changing the intent of the plans and technical specifications, clarifying the meaning of the same, or changing any of the provisions of this RFP, shall be binding to the same extent as if written in the Specifications.

1.2 PROPOSALS

The OFFEROR is required to read each and every page of the Request for Proposal and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening.

Proposals shall be filled out in ink or typewritten and signed in black ink. Erasures or other changes in a proposal must be explained or noted over the signature of the OFFEROR. Proposals containing any conditions, omission, unexplained erasure or alterations or items not called for in the Proposal, or irregularities of any kind shall be rejected by the Guam Power Authority as being incomplete.

1.3 PROPRIETARY PORTIONS OF PROPOSALS

The OFFEROR may designate any proprietary portions of the proposal which contain trade secrets or other proprietary data to remain confidential.

1.4 PREPARATION AND SUBMISSION OF PROPOSALS

Envelopes containing proposals shall be sealed and marked on the face with the name and address of the OFFEROR, the Proposal Number and the time and date of submission. Telegraphic proposals will not be considered, nor will modifications by telegraph of proposals already submitted be considered.

Only non-priced proposals are to be submitted by the proposal deadline. Priced proposals will be requested of the selected vendor or vendors at a later time.

Proposals shall be hand-carried and received at the place of opening on or before the opening date and time. Proposals received through mail will not be accepted if such mail is received at the address showing after the submission date and time. Proposals will not be opened publicly.

All submittals must strictly conform to the Request for Proposal and any addenda.

One (1) bound paper original, five (5) bound paper copies, and one (1) electronic PDF format copy of each proposal, consisting of technical and commercial sections, must be submitted, including all addenda, if any. Any and all sample documentation (reports of similar jobs, brochures, etc) that will assist towards OFFEROR's evaluation may be furnished with each proposal.

No submittal shall be considered complete unless accompanied by all items specified in these submittal instructions.

Request for Proposal No.: <u>GPA-RFP-20-002</u> must be submitted before <u>4:00 P.M. (ChST), Friday,</u> <u>December 13, 2019</u> in a sealed envelope indicating the RFP number and addressed as follows:

To: Guam Power Authority GPA Procurement Office Gloria B. Nelson Public Service Building 688 Route 15, 1st Floor, Room 101 Fadian, Guam 96913 Attn: Jamie L.C. Pangelinan Supply Management Administrator

<u>Examination of RFP Documents</u>: OFFEROR shall examine the RFP Documents to inform himself of all conditions and requirements for the execution of the proposed work. Ignorance on the part of OFFEROR of any part of the Request for Proposal will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.

<u>Interpretation of the Approximate Quantities:</u> OFFEROR's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the Contract as shown on the Technical Requirements Section or elsewhere, is approximate only and not guaranteed. OWNER does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall OFFEROR plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto.

<u>Familiarity with Laws:</u> OFFEROR is assumed to be familiar with Federal and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of OFFEROR will in no way relieve him/her from responsibility. The preparation and submission of a proposal will be by and at the expense of the OFFEROR.

1.5 EXPLANATION TO OFFERORS

No oral explanation in regard to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specifications must be communicated in writing to the named contact individual of the Guam Power Authority for interpretation. OFFERORS should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specifications, which will be forwarded to all prospective OFFERORS, and its receipt by the OFFEROR should be acknowledged on the proposal form.

1.6 CLARIFICATION ON REQUEST FOR PROPOSAL

Each OFFEROR must carefully examine the Request For Proposal and all addenda. If any OFFEROR (a) finds any discrepancies, omissions or ambiguities in the RFP documents, (b) is uncertain as to the intent or meaning of any provision of the request for Proposal, or (c) has any question regarding the Request for Proposal, the OFFEROR must promptly notify GPA in writing no later than (4) four working days prior to the closing date of this RFP in writing at the address specified for submission of proposals. Replies to such notices may be made in the form of addenda, which will be issued simultaneously to all prospective OFFERORS. GPA further reserves the right to respond to any and all inquiries to this RFP, as any amendments issued may impact the project completion schedule.

1.7 ALTERNATE PROPOSAL

GPA reserves the right to withhold its approval of any or all alternates proposed by OFFERORS and to deny any or all requests for such approvals.

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSAL

An OFFEROR may modify or withdraw its proposal by written request, provided that the request is received by GPA at the address indicated and prior to the time specified for the submission of proposals. Any proposals or submittals received after the time and date set for receipt of proposals or submittals will be considered late. No late modification or withdrawal will be considered unless received before the date of opening. Following withdrawal of its proposal, an OFFEROR may submit a new proposal, provided the new proposal is received by GPA prior to the time specified for the submission of proposals. There shall be no modifications or withdrawals after the opening date.

GPA may modify any provision of the Request for Proposal at any time prior to the time specified for the submission of proposals. Such modifications may be made in the form of addenda, which will be issued simultaneously to all OFFERORS.

Any addenda issued will be mailed to all OFFERORS in duplicate. OFFEROR shall acknowledge receipt of same by his signature on copy, which is to be returned to OWNER. The other copy shall accompany the proposal or submittal. Acknowledgement may also be made in writing or by telex or telegram.

Negligence on the part of the OFFEROR in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

1.9 COMPLETE PROPOSALS

OFFERORS are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. GPA may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any OFFEROR. GPA may, in its sole discretion, request from OFFERORS additional information clarifying or supplementing, but not basically changing any proposal as submitted.

All Proposals shall remain the property of GPA.

Time for Acceptance: All submittals shall be valid for 60 days from date of RFP opening.

<u>Completion Date:</u> OFFEROR shall realize that satisfactory completion of this work within the period shown on the Agreement form is a critical requirement. Failure to do so may cause the imposition of liquidated damages as specified therein.

1.10 POST–PROPOSAL MEETING

After the receipt of proposals, GPA may request additional information over the telephone or in individual meetings with selected OFFERORS to clarify and discuss their proposals. Failure by an OFFEROR to attend such requested meeting(s) shall be cause for disqualification.

GPA reserves the right to request clarifications from only those OFFERORS whom it deems are in its best interest.

All clarifications shall be documented by OFFERORS as addenda to the submittals.

1.11 PROPOSAL INCONSISTENCIES

Any provisions in the proposal which are inconsistent with the provisions of this Request for Proposal, unless expressly described as being exceptions or alternates, are deemed waived by the OFFERORS. In the event the proposal is awarded to OFFEROR, any claim of inconsistency between the proposal and these RFP documents will be resolved in favor of these RFP documents unless otherwise agreed to in writing by GPA.

1.12 SUBCONSULTANT

If the OFFEROR plans to enter into contracts with SUBCONSULTANTS in order to complete this project, the identification and location of the possible SUBCONSULTANTS with a comprehensive description of their offering shall be submitted with the proposal. GPA reserves the right to disapprove any SUBCONSULTANT, or a SUBCONSULTANT's offering proposed by the OFFEROR. This right applies to the original submittal as well as submittals subsequent to the original proposal.

1.13 SUBMITTAL FORMAT

All responses to this subject RFP shall be written in the ENGLISH language.

The submittal information shall be in 8-1/2 inch by 11-inch report binders with the covers identifying the respective OFFEROR. Large sheets or drawings shall be bound in the binder so that they can be unfolded for easy review.

1.14 SIGNATURE

The proposals shall be signed by an official authorized to contractually bind the OFFEROR. The proposal shall also provide the following information:

<u>Signature on Proposal:</u> OFFEROR must sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the person signing the proposal shall show the name of the State or Territory under the laws of which the corporation was chartered, also the names and business address of its president, secretary and treasurer.

1.15 INQUIRIES

Prospective OFFERORS should address inquiries, questions or clarifications in writing to:

John M. Benavente, P.E. General Manager Guam Power Authority Gloria B. Nelson Public Service Building 688 Route 15 Mangilao, Guam 96913

Attn: Jamie L.C. Pangelinan Supply Management Administrator GPA Procurement Division 1st. Floor, Room 101 Telephone No: (671) 648-3054/3055 Facsimile: (671) 648-3165 Email: jpangelinan@gpagwa.com

Final date for receipt of questions shall be <u>Friday, November 22, 2019 at 5:00 P.M. (ChST)</u>. Inquiries received after the deadline shall not be entertained.

2 GENERAL TERMS AND CONDITIONS

2.1 AUTHORITY

This Request for Proposals (RFP) solicitation is issued subject to all of the provisions of the Guam Procurement Act (Public Law 16-124) and the Guam Procurement Regulations (copies are available for inspection at the Guam Power Authority). The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

2.2 GENERAL INTENTION

Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the OFFEROR to provide the Guam Power Authority with specified services.

2.3 STANDARDS FOR DETERMINATION OF MOST QUALIFIED OFFEROR

In determining the most qualified OFFEROR, the Agency/Department shall be guided by the following:

- A. The ability, capacity and skill of the OFFEROR to perform the work specified.
- B. Whether the OFFEROR can perform promptly or within the specified time.
- C. The quality of performance of the OFFEROR with regard to awards previously made to him.
- D. The previous and existing compliance by the OFFEROR with laws and regulations relative to procurement.

2.4 AWARD OR REJECTION OF PROPOSALS

The right is reserved as the interest of the Guam Power Authority may require waiving any minor informalities or irregularities in proposals received. The Guam Power Authority reserves the right and shall have the prerogative to award, amend, or reject proposals in whole or in part. It is the policy of the Guam Power Authority to award proposals to OFFERORS duly authorized and licensed to conduct business in Guam.

GPA reserves the right to award a Contract for the entire RFP scope or for subsets of the RFP scope to one, none, or any OFFERORS.

Proposals will be opened privately, and GPA reserves the right to keep any or all proposals confidential.

A. <u>Cancellation of Solicitation. Delays:</u> GPA reserves the right to cancel or to withdraw this RFP, to delay determination on this RFP, or to reject all submittals or any individual submittal in whole or in part at any time prior to the final award. The reasons for the cancellation, delay or rejection shall be made a part of the project file and shall be available for public inspection.

After opening, but prior to award, all proposals may be rejected in whole or in part when the Procurement Authority of GPA determines in writing that such action is in GPA's best interest for reasons including but not limited to:

- 1) The services being procured are no longer required;
- 2) Ambiguous or otherwise inadequate Specifications were part of the solicitation;
- 3) The solicitation did not provide consideration of all factors of significance to GPA;
- Price(s) exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
- 5) Inability of the selected OFFEROR and GPA to successfully negotiate contract terms for the scope of services requested.

When a solicitation is cancelled or rejected prior to final award, notice of cancellation or rejection shall be sent to all OFFERORS. The reasons for cancellation or rejection shall be made a part of the project file and shall be available for public inspection.

- B. <u>Rejection of Individual proposal or submittal:</u> Any individual proposal or submittal may be rejected in whole or in part when in the best interest of the Authority. Reasons for rejecting a proposal or submittal include but are not limited to:
 - 1) OFFEROR is not responsive;
 - 2) The proposal or submittal is non-responsive as it does not conform in all respects to the RFP;
 - The construction, supply or service offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or technical requirements set forth in the RFP;
 - 4) The proposal or submittal does not meet the requirements or criteria set forth in the RFP. Upon request, unsuccessful OFFERORS shall be advised of the reasons for rejection.

Any or all proposals or submittals will be rejected if there is reason to believe that collusion exists among OFFERORS and no participants in such collusion will be considered in future projects for the same work.

2.5 EXECUTION OF THE ORDER

The OFFEROR to whom the Order is awarded (the "successful OFFEROR") shall execute and deliver to GPA the contract prior to performing any services on GPA premises. A written notice will be issued to the most qualified OFFEROR indicating commencement of the project.

<u>Award of Contract</u>: The award of the Contract, if awarded, will be to the most responsive OFFEROR whose qualifications indicate that award thereto will be in the best interest of OWNER, and whose proposal shall comply with the requirements of the Contract Documents. In no case will the award be made until all necessary investigations have been made into the responsibility of the OFFEROR, and the OWNER is satisfied that the OFFEROR is qualified to do the work and has the necessary equipment to carry out the provisions of the Contract to the satisfaction of OWNER within the time specified. OWNER may award separate contracts for each project scope or for any combination of project scope.

<u>Execution of Contract</u>: The individual, firm or corporation to which this Contract has been awarded shall sign the necessary agreement entering into Contract with OWNER, and return it to OWNER within ten (10) days after date of award.

<u>Failure to Execute Contract</u>: Failure on the part of OFFEROR to execute the Contract as required will be just cause for the annulment of the award. The award may then be made to the next most qualified OFFEROR or the work re-advertised, as OWNER may elect.

2.6 MODIFICATION / ALTERATION

After the receipt and opening of proposals, and at its option, Guam Power Authority may conduct discussions with the most reasonable OFFEROR who has submitted a proposal for the purpose of clarification to assure full understanding and responsiveness to the Proposal requirements. OFFERORS shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision to proposals and such revisions shall be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing OFFERORS.

2.7 CONTACT FOR CONTRACT ADMINISTRATION

If your firm receives a contract as a result of this Proposal, designate a person whom we may contact for prompt administration, showing:

 NAME:
 TITLE:

 ADDRESS:
 PHONE:

2.8 DETERMINATION OF RESPONSIBILITY OF OFFEROR

The Guam Power Authority reserves the right to secure from OFFERORS information necessary to determine whether or not they are responsible and to determine their responsibility in accordance with Section 2.3 of the General Terms and Conditions.

2.9 LIMITATIONS

This RFP does not commit GPA to award a contract, to pay any costs incurred in the preparation of a proposal by the OFFEROR under this request, or to procure a contract for services. GPA reserves the right to reject any and all proposals received under this request, to negotiate with all qualified sources, or to cancel the whole or any part of this RFP at any time.

2.10 ACCEPTANCE OF PROPOSAL CONTENTS

The contents of the Proposal of the successful firm will become contractual obligations if a contract ensues. Failure of the successful firm to accept these obligations will result in a disqualification of the Proposal.

2.11 CONTROL

The successful OFFEROR will carry out this assignment under the direction and control of the General Manager of the Guam Power Authority or his/her designee(s).

2.12 REQUIRED FORMS

All OFFERORS are required to submit current affidavits, as required below. Failure to do so will mean disqualification and rejection of the proposal.

- A. Major Shareholders Disclosure Affidavit
- B. Non-Collusion Affidavit
- C. No Gratuities or Kickbacks Affidavit
- D. Ethical Standards Affidavit
- E. Declaration Re-Compliance with U.S. DOL Wage Determination
- F. Restriction Against Convicted Sex Offenders

2.13 CONTRACT TERM

The duration of the services herein shall be specified in the contract. GPA shall retain the right to terminate the contract at any time if the contractor is not providing the services in accordance with the RFP and the contract.

2.14 JUSTIFICATION OF DELAY

The OFFEROR who is awarded the proposal guarantees that the services will be completed within the agreed upon completion date. If, however, the OFFEROR cannot comply with the completion requirement, it is the OFFEROR's responsibility to advise the Guam Power Authority in writing explaining the cause and reasons for the delay. Section 6-101.09.1 of the Guam Procurement Regulations, "Liquidated Damages", will be in effect if the OFFEROR fails to meet the completion requirement.

2.15 INVOICING AND PAYMENTER TERMS & CONDITIONS

All invoices shall include supporting documents (i.e. timesheets, shipping invoices, consumable listings, etc). All supporting documents must be reviewed and approved by the GPA Project Manager prior to invoice submittal. All invoices will be paid net 30 days from the date the invoice is received at the GPA Accounting Department. Payment shall be made using a method mutually agreed upon by the Guam Power Authority and the successful OFFEROR.

2.16 TAXES

OFFEROR shall be liable for Guam Gross Receipt Taxes and all other applicable taxes and duties. The Guam Power Authority shall have no tax liability under this order. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

GPA is a government agency exempted from all government taxes as stipulated in the Guam Code Annotated.

2.17 LICENSING

OFFERORS are reminded that GPA will not consider for award any offer submitted by an OFFEROR who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

2.18 COVENANT AGAINST CONTINGENT FEES

The OFFEROR warrants that he has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Guam Power Authority the right to terminate the contractor, or in its discretion to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by contractors upon contracts or sales secured or made through, bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

2.19 ASSIGNMENTS

CONSULTANT may not assign this CONTRACT or any sum becoming due under the provisions of this CONTRACT without the prior written consent of the Guam Power Authority.

2.20 EQUAL EMPLOYMENT OPPORTUNITY

Section 3.01 of the Executive Order 10935 dated March 07, 1965 requires the OFFEROR not to discriminate against an employee or applicant for employment because of race, creed, color or national origin. The OFFEROR will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to race, creed, color or national origin.

2.21 AMERICAN DISABILITIES ACT

If requested, the OFFEROR must meet all ADA regulations and requirements.

2.22 PROHIBITION AGAINST GRATUITIES, KICKBACKS AND FAVORS TO THE TERRITORY

All OFFERORS are required to submit a current No Gratuities of Kickbacks Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

Pursuant to GCA 5 section 5630 (c), this clause is conspicuously set forth to alert all parties in this procurement that Guam Public Law Title 5 §5630. Gratuities and Kickbacks, prohibits against gratuities, kickbacks, and favors to the Territory.

2.23 RESTRICTION AGAINST CONVICTED SEX OFFENDERS

All OFFERORS are required to submit a current Restriction against Sex Offenders Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

GCA 5 §5253(b) restricts the OFFEROR against employing convicted sex offenders from working at Government of Guam venues. It states:

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the CONSULTANT has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the CONSULTANT is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

2.24 MAJOR SHAREHOLDERS DISCLOSURE AND NON-COLLUSION

All OFFERORS are required to submit a current Major Shareholders Disclosure Affidavit as required below. Failure to do so will mean disqualification and rejection of the proposal.

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 been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid 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."

- 1. If the affidavit is a copy, indicate the RFP number and where it is filed.
- 2. Affidavits must be signed within 60 days of the date the proposals are due.

2.25 NON-COLLUSION

All OFFERORS are required to submit a current Non-Collusion Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

2.26 ETHICAL STANDARDS

All OFFERORS are required to submit a current Ethical Standards Affidavit. Failure to do so will mean disqualification and rejection of the proposal.

2.27 COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

All OFFERORS are required to submit a Declaration Re-Compliance with U.S. DOL Wage Determination. Failure to do so will mean disqualification and rejection of the proposal.

3 FORM OF CONTRACT

The Contract attached to this solicitation is in draft format. Any inquiries, clarifications or recommendations to the contract should be brought up by Proponents to GPA by formally submitting an inquiry following the guidelines specified under Section 1.0: Instructions to Bidders.

CONTRACT FOR TECHNICAL & PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into on the day of ______, 2019, by ______, hereinafter called the CONSULTANT, and the Guam Power Authority, hereinafter called GPA.

GPA engages the CONSULTANT to perform professional services for a project known and described as ARCHITECTURAL-ENGINEERING SERVICES FOR THE GPA T&D ADMINISTRATION BUILDING, GPA-RFP-20-002 hereinafter called the "Project".

<u>RECITALS</u>

WHEREAS, the Guam Power Authority (GPA), is a public corporation of the Government of Guam authorized to conduct its own procurement; and

WHEREAS, the Guam Power Authority has prepared a scope of work and request for proposal to accomplish these objectives; and

WHEREAS, the Guam Power Authority will enter into a contract for the Architectural-Engineering Services for the GPA T&D Administration Building based on the established scope of work; and

WHEREAS, the services to be rendered are of a special and temporary nature and are determined to be in the best public interest to be performed under contract by technical personnel other than employees in the services of GPA; and

NOW, THEREFORE, the Guam Power Authority and the Consultant for the considerations set forth, agree as follows:

SECTION I – SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following technical and professional services in accordance with the degree of care and skill that a registered professional in Guam would exercise under similar conditions:

- A. The CONSULTANT shall provide services as described in the detailed scope of work provided in the Scope of Work in GPA-RFP-20-002.
- B. The CONSULTANT has assigned _______as the Project Manager for this Contract. Prior written approval is required in the event the CONSULTANT needs to change the Project Manager. The CONSULTANT shall submit the qualifications of the proposed substituted personnel to GPA for approval.

C. The CONSULTANT shall submit all final documents in both hard copy and electronic format. All documents shall be Microsoft Office compatible or in an alternate format approved by GPA. The software version used shall be compatible to current GPA standards.

SECTION II – PERIOD OF SERVICE

The CONSULTANT shall complete all services within _____ calendar days of the "Notice to Proceed" date. In the event delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by GPA and the CONSULTANT. The Consultant is responsible for advising GPA in writing explaining the cause and reason(s) for the delay

SECTION III - CONSULTANT'S COMPENSATION

A. The total compensation to Consultant for services in this CONTRACT is the lump sum of: _____U.S. dollars (\$_____), plus approved adjustments.

B. GPA shall pay the CONSULTANT (installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. Such payments to be made to the CONSULTANT within thirty (30) days after receipt of the progress report and detailed invoice) <u>or</u> (one lump sum payment upon completion and within thirty (30) days after receipt of detailed invoice.)

SECTION IV - CONSULTANT'S STATUS

Consultant agrees that there shall be no employee benefits occurring from this Agreement, such as:

- A. Insurance coverage provided by GPA;
- B. Participant in the Government of Guam retirement system;
- C. Accumulation of vacation or sick leave;
- D. There shall be no withholding of taxes by GPA;
- E. That it is expressly understood and agreed that, in the performance of services under this Agreement, CONSULTANT and its employees shall at all times act as independent contractors with respect to GPA, and not as an employee or agent of GPA. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship is and shall remain that of independent parties to a contractual relationship set forth in this Agreement.

SECTION V – GUAM POWER AUTHORITY'S RESPONSIBILITIES

- A. GPA shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by GPA on any aspect of the work shall be directed to the project manager.
- B. GPA shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, minimize delays in the progress of the CONSULTANT'S work. GPA will keep the CONSULTANT advised concerning the progress of GPA's review of the

work. The CONSULTANT agrees that GPA's inspection, review, acceptance or approval of CONSULTANT'S work shall not relieve CONSULTANT'S responsibility for errors or omissions of the CONSULTANT or its sub-consultant(s).

C. Unless included in the CONSULTANT'S Services as identified in Section I, GPA shall furnish the CONSULTANT gratis, the following information or services for this Project: Available GPA data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

SECTION VI - INVOICING AND PAYMENT TERMS & CONDITIONS

All Invoices shall include supporting documents (i.e. timesheets, shipping invoices, consumable listings). All supporting documents must be reviewed and approved by GPA Project Manager prior to invoice submittal for charges. All invoices will be paid NET 30 Days from date invoice is received at the GPA Accounting Department. Payment shall be made using a method mutually agreed upon by the Guam Power Authority and the CONSULTANT.

SECTION VII - TERMINATION

GPA, at its sole discretion, may terminate this CONTRACT for convenience or abandon any portion of the Project for which services have not been performed by the CONSULTANT, upon fourteen (14) days written notice delivered to CONSULTANT personally or by certified mail at the address provided.

Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this CONTRACT and proceed to close said operations under this CONTRACT. The CONSULTANT shall appraise the services it has completed and submit an appraisal to GPA for evaluation. GPA shall have the right to inspect the CONSULTANT'S work to appraise the services completed.

CONSULTANT shall deliver to GPA all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by GPA.

In the event of such termination or abandonment, the CONSULTANT shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred.

If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CONSULTANT based upon the scope of work, and shall be agreed upon mutually by the CONSULTANT and GPA. However, in no event shall the fee exceed that set forth in Section III of the CONTRACT.

GPA shall make final payment within thirty (30) days after the CONSULTANT has delivered the last of the partially completed items and the final fee has been agreed upon.

In the event this CONTRACT is terminated, GPA shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work according to the provisions and agreements herein.

SECTION VIII - CHANGES

GPA may at anytime, by written order, make any changes or deletions in the services to be performed hereunder. If such changes or deletions cause an increase or decrease in the cost of doing work under this Agreement, or in the time required for this performance, an equitable adjustment shall be made as agreed to by the parties and the Agreement shall be modified in writing accordingly.

SECTION IX - ASSIGNMENT OF AGREEMENT

Consultant may not assign this Agreement, or any sum becoming due to under the provisions of this Agreement, without the prior written consent of GPA.

SECTION X - FORCE MAJEURE

Neither party shall be liable for any delay in meeting or failure to meet its obligations under this Agreement due to a force majeure.

SECTION XI -TAXES

OFFEROR shall be liable for Guam Gross Receipt Taxes and all other applicable taxes and duties. Guam Power Authority shall have no tax liability under this order. Specific information on taxes may be obtained from the Director of Revenue and Taxation.

GPA is a government agency exempted from ALL government taxes as stipulated in the Guam Code Annotated.

SECTION XII – NOTICES

Any notice, demand or other document required or permitted to be delivered hereunder shall be in writing and may be delivered personally (not to include facsimile transmission) or shall be deemed to be delivered when received postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at their respective address as specified herein:

| TO: COPY: FAX: | Name and Address If applicable, Name and address Fax number |
|----------------------|---|
| TO: | Guam Power Authority P.O. Box 2977 |
| ATTN: FAX: | Hagatna, Guam 96932-2977 General Manager (671) 648-3165 |

SECTION XIII – GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of Guam.

SECTION XIV - SUPPLEMENTAL CONTRACT PROVISIONS

The supplemental contract provisions to this CONTRACT are attached hereto and incorporated herein by reference as if fully set forth.

SECTION XV – INDEMNIFICATION

The CONSULTANT shall indemnify and hold GPA harmless from any claim, liability or product liability, loss, damage, demand, cause of action or suit, expense or reasonable fee of legal counsel arising out of or in connection with the goods or services the CONSULTANT provides.

SECTION XVI – DISPUTES

All controversies between GPA and the CONSULTANT which arise under, or are by virtue of this CONTRACT and which are not resolved by mutual agreement shall be resolved under Guam Procurement Law and the Government Claims Act, and pursuant to the laws of Guam.

SECTION XVII - RELEASE OF INFORMATION

The CONSULTANT shall not release any information, including the contract price, concerning this project or any part thereof in any form, including advertising, news releases, or professional articles, without written permission from GPA.

SECTION XVIII – INSURANCE

The CONSULTANT shall not commence work under this CONTRACT until he has obtained reasonable insurance for Auto Liability and Worker's Compensation and Employer's Liability up to the statutory limits. The CONSULTANT shall maintain all insurance required during the course of the work.

SECTION XIX - LICENSING

The CONSULTANTS are reminded that GPA will not consider for award any offer submitted by a CONSULTANT who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.

SECTION XX – COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed any person to solicit or secure any resultant contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Guam Power Authority the right to terminate the CONSULTANT, or in its discretion, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission payable by CONSULTANTS upon contracts or sales secured or made through, bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business.

SECTION XXI – EQUAL EMPLOYMENT OPPORTUNITY

Section 3.01 of the Executive Order 10935 dated March 07, 1965 requires the CONSULTANT not to discriminate against an employee or applicant for employment because of race, creed, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to race, creed, color or national origin.

SECTION XXII – AMERICAN DISABILITIES ACT

If requested, the CONSULTANT must meet all ADA regulations and requirements.

<u>SECTION XXIII – PROHIBITION AGAINST GRATUITIES, KICKBACKS AND FAVORS TO THE</u> <u>TERRITORY</u>

GCA 5 §5630(c) prohibits the CONSULTANT against gratuities, kickbacks, and favors to the Territory.

<u>SECTION XXIV – RESTRICTION AGAINST CONTRACTORS EMPLOYING CONVICTED SEX</u> <u>OFFENDERS FROM WORKING AT GOVERNMENT OF GUAM VENUES</u>

GCA 5 §5253(b) restricts the CONSULTANT against employing convicted sex offenders from working at Government of Guam venues. It states: (b) All contracts for services to agencies listed herein shall include the following provisions:

(1) warranties that no person providing services on behalf of the CONSULTANT has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and

(2) that if any person providing services on behalf of the CONSULTANT is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this ______ day _____, 2019. The CONSULTANT warrants that the person who is signing this CONTRACT on behalf of the CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

Offeror Title Company Name Federal I.D. No. /Social Security No. DATE

John M. Benavente, P.E. General Manager Guam Power Authority DATE

D. Graham Botha, ESQ. Staff Attorney Guam Power Authority DATE

4 SOLICITATION

4.1 GENERAL STATEMENT AND SCOPE OF SERVICES

The Guam Power Authority (GPA) is soliciting proposals for A/E services from qualified firms for the design of a new 2-story concrete facility approximately 190' long x 60' wide x 30' high for GPA Transmission & Distribution (T&D) Administration to be located at Dededo, Guam. (Attached Conceptual Drawings for reference).

The new administration facility will address current and future space needs of GPA T&D and will provide opportunities to consolidate administrative operations, thus maximizing management capabilities that would better serve employees and customers. The new facility will also provide adequate work and storage space, parking stalls, and enable GPA T&D to effectively run their operations.

The new facility shall be developed in accordance with the International Building Code (IBC), International Fire Code (IFC), Americans with Disabilities Act (ADA) and all other applicable federal and local codes. The new building structure, construction methodology and materials shall meet all the requirements and criteria applicable for Guam.

The Scope of Work for this RFP is to prepare and submit design plans and specifications to comprise the following:

- Integrate sustainable strategies and features into the design (consistent with mission, budget and client requirements) to minimize the energy consumption of the facility, conserve resources, minimize adverse effects to the environment and improve occupant productivity, health and comfort to reduce the total cost of ownership of the project using a whole building, life-cycle approach. Structure shall qualify for LEED certification.
- Same look and color scheme as the Gloria B. Nelson Public Service Building.
- All concrete construction with a total interior space of approximately 28,000 square feet.
- Function to meet existing and projected future needs of personnel housed in T&D Administration building combined with Meter/Relay building.
- The new facility shall have a security system.
- The on-site utilities shall include electrical distribution, water, sewer, drainage, telecommunication and emergency power generator.
- The full back-up generator shall have an ATS and with building enclosure.
- Site works to include new storm water drainage system, new parking stalls and repair of existing pavement parking.
- The storm water collection system shall consist of grass swales, drainage inlets, pipes and an infiltration pond system.
- Demolition of existing Meter Relay building.
- Topographic survey of the existing site conditions, location of the property boundaries and facilities and locating all underground utilities within the project scope.
- Geotechnical soils report to include percolation tests of the soil for storm drainage design.

GPA T&D is a 24/7 operation. Therefore, all existing operations will be maintained throughout the duration of the project. The project is intended to be constructed in three (3) phases, which will include:

Phase 1:

- Remove and demolish all existing pavement underground utilities and other site elements within the project scope between the existing Meter/Relay Building and the existing Facilities/Storage Warehouse.
- Construct the new Administration Building (excluding the Exterior Canopy).
- All operations in the existing Administration facility and Meter/Relay building will be relocated to the New Administration Building.

Phase 2:

• Remove and demolish all the existing Meter/Relay building including all utilities and site elements within the project scope.

Phase 3:

- Construct the Exterior Canopy and all necessary site work.
- Construct new Generator Building and install and connect new backup generator to the new Administration Facility.
- 4.1.1 Design Development and Submittal Schedule
 - a. Contract designs require a complete construction contract package including drawings, specifications, and cost estimates. Design calculations, if required shall be submitted for all design packages.
 - b. Submittal documents shall include all marked-up review copies of the previous submittal and all review comments sheets marked-up by the A-E to indicate the action taken. The submittals shall include drawings in AutoCAD latest version. Specifications and the basis of design shall be done using the latest version of Microsoft Word. Calculations, cost estimates, and other pertinent submittal items shall be generated using the latest version of Microsoft Excel. Submittals will include 35%, 65%, 100% (Pre-Final) and "Final" documents in accordance with the following schedule:

| (1) | 35% Submittal - | 60 calendar days from the Notice to Proceed |
|-----|------------------|---|
| (2) | 65% Submittal - | 45 calendar days after receipt of 35% GPA review comments |
| (3) | 100% Submittal - | 45 calendar days after receipt of 65% GPA review comments |

(4) Final Submittal - 30 calendar days after receipt of 100% GPA review comment

The Authority will establish submittal requirements for each stage.

- c. A minimum of three copies of drawings, specifications, and all other design items shall be submitted for the 35%, 65% and 100% review. The final submittal shall include CD's containing all required documents on AutoCAD, Microsoft Word and Microsoft Excel, original drawings, and set of specifications and other submittal items pertinent to the project. Five bound copies of all items in addition to the originals shall be provided for the final submittal.
- d. Interdisciplinary Coordination Review: The A-E shall conduct a formal, comprehensive and integrated INTERDISCIPLINARY COORDINATION REVIEW, also referred to as a formal design quality check, on the 100% design prior to submittal. A third party shall conduct the check. This review shall guarantee that all plans, specifications and other design matters interface and complement each other properly and interface with existing as-built conditions. Third party means that an individual or individuals that did not work on the original design must accomplish the review. The third party may be on the designers' staff or may be a subcontractor hired by the designer to conduct the review. The final design submittal shall include a complete coordination review checklist. Marked up drawings and specifications used in the review shall be provided at no additional cost to substantiate the adequacy of the review. The marked up drawings and specifications will be returned to the A-E, if requested.
- 4.1.2 The A-E shall submit the following items along with the drawings, specifications and Basis of Design at the 100% submittal:
 - (1) Submittal register indicating all submittals required for the construction contract. Also, indicate which submittals require A-E review prior to approval.
 - (2) A list of areas for which problems will be anticipated during construction.
 - (3) A construction schedule.
 - (4) A construction estimate
- 4.1.3 GPA shall provide the following conceptual drawings as a guide and reference:
 - Title Sheet, Index of Drawings and Maps
 - Civil C101 to C103
 - Architectural A101 to A402
 - Electrical E101 to E4

4.2 TYPE OF CONTRACT

An Evaluation Committee will convene and develop a list of qualified firms as described in Section 5.0. The Committee will rank the firms and select the most qualified to negotiate the scope of work and related fees. Successful negotiations will result in a firm and fixed price contract.

4.3 COMPLETION TIME

This project shall have a completion time no longer than 180 calendar days. The selected firm shall make every effort to complete the project before this deadline, as the delivery time will be one of the factors to be considered in selecting the firm.

4.3.1 Progress Meetings

Monthly progress meetings shall be held throughout the duration of the project. GPA may request additional meetings if deemed necessary. Such meetings shall be attended by the Contractor either via phone or in person, by all active subcontractors and by GPA. The purpose of the meetings will be to discuss current work progress, design or construction issues, interface issues, and potential changes to the schedule. The Contractor shall include three (3) progress meetings held at GPA's office in the price proposal. GPA may choose to hold any other progress meetings via teleconference. During the design phase of the project, GPA may choose to have additional progress meetings held at the Contractor's design office.

4.3.2 Project Schedule

Within 10 days after the contract award, the Contractor shall submit to GPA the project schedule for review and acceptance. The schedule shall be prepared in a bar chart format and shall display scheduled and actual progress. The schedule shall show the work broken down into major phases and key items with the dates work is expected to begin and be completed. The schedule shall include detailed information on the design. The schedule shall also indicate all milestone deliverables from GPA that are required for the completion of the project. The schedule shall be updated and submitted to GPA at least three (3) working days prior to the next scheduled work progress meeting. The schedule shall show actual progress and any proposed changes in the schedule of remaining work. The Contractor shall not change the accepted project schedule without prior concurrence of GPA.

4.3.3 Work Progress Reports

The Contractor shall submit a monthly report on actual work progress. Such reports shall be submitted to GPA at least three (3) working days prior to the scheduled work progress meetings. More frequent reports may be required for critical phases of the work. The reports shall expand and explain the project schedule. The narrative shall contain a description of current and anticipated delaying factors, if any, impact of possible delaying factors, and proposed corrective actions.

4.4 CONTENTS OF THE PROPOSAL

At a minimum, the proposal shall contain:

- A. The name of the offeror, the location of the offeror's principal place of business, and, if different, the place of performance of the proposed contract, and,
- B. The age of the offeror's business and the average number of employees over the past year; and,
- C. Time of delivery of the project illustrating all major tasks and their duration; and,
- D. The abilities, qualifications, and experience of key persons who would be assigned to perform the required services; and,
- E. A listing of other contracts under which services similar in scope, size, and discipline for the required services were performed or undertaken in the past ten years; and
- F. A plan giving as much detail as is practical explaining how the services will be provided; and,
- G. References or letter(s) of recommendation from prior companies serviced; and
- H. Competency of offeror; and
- I. An executed Major Shareholders Disclosure Affidavit; and
- J. Completed Non-Collusion Affidavit; and
- K. Completed No Gratuities or Kickbacks Affidavit; and
- L. Completed Ethical Standards Affidavit; and
- M. Completed Declaration Re-Compliance with U.S. DOL Wage Determination; and
- N. Restriction Against Convicted Sex Offenders; and
- O. A copy of your current Certificate of Authorization (COA) issued by the Guam Board of Registration for Professional Engineers, Architects and Land Surveyors.

As required in 10.E(1) of the PEALS Rules and Regulations, "Any corporation, partnership, joint venture or any other association of two (2) or more firms, whether organized under the laws of Guam or any other jurisdiction, may not offer to engage in the practice of engineering, architecture, land surveying or construction management services involving the practices thereof in Guam until such corporation, partnership, joint venture or association has obtained a certificate of authorization issued by the Board." Proposals will not be accepted without a COA.

P. Copy of business license, Articles of Incorporation, and certificate of Incorporation or Partnership, or Sole Proprietorship.

5 EVALUATION OF PROPOSALS

5.1 EVALUATION PROTOCOL

The evaluation format is a two-step process. In the first step, GPA evaluates each proponent's qualifications and non-priced proposal for quality, reasonableness, completeness and applicability towards GPA's business needs and goals. During the evaluation process, GPA shall score each proponent's submittal and rank each from most acceptable to least acceptable. GPA will select one or none of the proponents in the second step in the procurement evaluation process for contract negotiations.

GPA will begin negotiations with the proponent having the most acceptable proposal for the work scope under consideration. If it fails to successfully conclude negotiations with this proponent, it may terminate negotiations with this proponent and begin negotiations with the proponent having the next most acceptable proposal. GPA may continue in this fashion until it awards a contract or runs out of proponents to negotiate with.

5.2 EVALUATION CRITERIA AND PROPOSAL SCORING

A committee will convene after the deadline for receipt of submittals to evaluate the respondents' qualifications based on but not limited to the following criteria:

| Criteria | Weight |
|--|--------|
| Experience of the firm in this type of service | 20% |
| Key personnel assigned to project | 20% |
| Project approach | 25% |
| Overall presentation (Quality of submittal, professionalism, etc.) | 15% |
| References | 10% |
| Time of delivery | 10% |

Note: 350 points is the cutoff for acceptable proposals. Proposals scoring less than 350 points are not acceptable.

A team composing of at least four (4) members will be chosen by the Authority to evaluate the proposals based on the above criteria. Each team member will rank each offeror based on points received from the total weighted criteria. A final ranking will be determined by consolidating the team members' ranking.

Scoring and evaluation shall occur in two steps:

Step 1: Individual Committee Member Evaluation and Scoring of Proposal

Each committee member will score each proponent's proposal using the criteria and maximum points for each criteria listed in the table above. Each Proposal will be scored for the complete scope of work.

Step 2: Committee-Wide Evaluation and Scoring of Proposal

After all the proposals have been scored, each committee member will rank each proposal from highest scoring to lowest scoring. Only Proposals scoring at least 350 points can be ranked in Step 2.

The committee will award points for the top three ranking proposals chosen from each committee member's evaluation. Five points will be awarded to the highest ranking. Three points will be awarded to the second highest ranking. One point will be awarded the third highest ranking. The committee will then total up all the points for each Proponent.

The Proponent with the highest score in Step 2 is the deemed the highest qualified and the most acceptable proposal for the work scope under consideration. The next highest score is deemed the second highest qualified and second most acceptable proposal for the work scope under consideration, and so on.

STEP ONE EVALUATION FORM INDIVIDUAL PROPONENT EVALUATION

Evaluator:

Firm/Proponent:

Date:

| CRITERIA: | Weight | Raw Score (Low = 0, High = 5) | Weight Score (Weight x Raw Score) |
|-----------|--------|----------------------------------|--------------------------------------|
| | | | |
| 1 | 20 | | |
| 2 | 20 | | |
| 3 | 25 | | |
| 4 | 15 | | |
| 5 | 10 | | |
| 6 | 10 | | |
| | | TOTAL SCORE | |

APPENDIX A MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT



GUAM POWER AUTHORITY ATURIDÅT ILEKTRESEDÅT GUAHAN

P.O.BOX 2977 • HAGÅTÑA, GUAM U.S.A. 96932-2977

SPECIAL PROVISON FOR MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

All Bidders/Offerors are required to submit a current affidavit as required below. Failure to do so will mean disqualification and rejection of the bid/rfp.

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."

- 1. If the affidavit is a copy, indicate the BID/RFP number and where it is filed.
- 2. Affidavits must be signed within 60 days of the date the bids or proposals are due.

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

| TERRIT | ORY OF GUAM) | | |
|--|--|------------------------------|--|
| HAGAT |)ss. NA, GUAM) | | |
| | dersigned, | the company of, etc.) | , being first |
| Α. | That the persons who have held more t months are as follows: | han ten percent (10%) of the | company's shares during the past twelve |
| | Name | Address | Percentage of Shares Held |
| | | | |
| | | Total Number | of Shares: |
| B. Persons who have received or are entitled to receive a commission, gratuity or othe procuring or assisting in obtaining business related to the bid/rfp for which this Affidavit follows: | | | |
| | <u>Name</u> | Address | Amount of Commission Gratuity or Other Compensation |
| Further, | affiant sayeth naught. | | |
| | Date: | | bidder/offeror is a sole proprietorship; partnership; Officer, if the bidder is a |
| Subscrit | bed and sworn to before me this | - · | of Guam |

APPENDIX B NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

| TERRIT | RY OF GUAM) | | |
|--------|---|--|--|
| HAGAT |) ss. A, GUAM) | | |
| | , first being duly sworn, depose and say: (Name of Declarant) | | |
| 1. | hat I am the of the (Title) (Name of Bidding/RFP Company) | | |
| | (Title) (Name of Bidding/RFP Company) | | |
| 2. | That in making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham, that said bidder/offeror has not colluded, conspired or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding or submitting a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM POWER AUTHORITY or any person interested in the proposed contract; and | | |
| 3. | hat all statements in said proposal or bid are true. | | |
| 4. | his affidavit is made in compliance with 2 Guam Administrative Rules and Regulations §3126(b). | | |
| | | | |

(Declarant)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____ In and for the Territory of Guam

My commission expires: _____

APPENDIX C NO GRATUITIES OR KICKBACKS AFFIDAVIT

NO GRATUITIES OR KICKBACKS AFFIDAVIT

AFFIDAVIT (Offeror)

TERRITORY OF GUAM

HAGATNA, GUAM

))ss:)

_, being first duly sworn, deposes and says:

As the duly authorized representative of the Offeror, that neither I nor of the Offeror's officers, representatives, agents, subCONSULTANTs, or employees has or have offered, given or agreed to give any government of Guam employee or former employee, any payment, gift, kickback, gratuity or offer of employment in connection with Offeror's proposal.

Signature of Individual if Offeror is a Sole Proprietorship; Partner, if the Offeror is a Partnership; Officer, if the Offeror is a Corporation

SUBCRIBED AND SWORN to before me this _____day of _____, 20____.

Notary Public _____ In and for the Territory of Guam

My commission expires: _____

APPENDIX D ETHICAL STANDARDS AFFIDAVIT

ETHICAL STANDARDS AFFIDAVIT

AFFIDAVIT (Offeror)

TERRITORY OF GUAM

HAGATNA, GUAM

)ss:)

_, being first duly sworn, deposes and says:

That I am (the Sole Proprietor, a Partner or Officer of the Offeror)

That Offeror making the foregoing Proposal, that neither he or nor of the Offeror's officers, representatives, agents, subCONSULTANTs, or employees of the Offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11, and promises that neither he nor any officer, representative, agent, subCONSULTANT, or employee of Offeror will knowingly influence any government of Guam employee to breach any ethical standard set for in 5 GCA Chapter 5 Article 11.

Signature of Individual if Offeror is a Sole Proprietorship; Partner, if the Offeror is a Partnership; Officer, if the Offeror is a Corporation

SUBCRIBED AND SWORN to before me this _____day of ______, 20_____.

Notary Public _____ In and for the Territory of Guam

My commission expires: _____

APPENDIX E DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: ____ hereby certifies under penalty of

perjury:

(1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ('CONSULTANT') for the provision of a service to the government of Guam, and in such cases where the CONSULTANT employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the CONSULTANT shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a CONSULTANT by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor.

Signature of Individual if Proposer is a Sole Proprietorship; Partner, if the Proposer is a Partnership; Officer, if the Proposer is a Corporation

SUBCRIBED AND SWORN to before me this _____day of ______, 2019.

Notary Public In and for the Territory of Guam My Commission Expires:

APPENDIX F RESTRICTION AGAINST CONVICTED SEX OFFENDERS

SPECIAL PROVISIONS

Restriction Against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property

GCA 5 §5253 Restriction Against CONSULTANTs Employing Convicted Sex Offenders from Working at Government of Guam Venues:

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the Government of Guam other than public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the CONSULTANT has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the CONSULTANT is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the CONSULTANT is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- (c) Duties of the General Services Agency or Procurement Administrators. All contracts, bids, or Requests for Proposals shall state all the conditions in § 5253(b).
- (d) Any CONSULTANT found in violation of § 5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

SOURCE: Added by P.L. 28-024:2 ((Apr. 21, 2005). Amended by P.L. 28-098:2 (Feb. 7, 2XXX).

| | Signature of Bidder | Date |
|-------------------------------------|---|---------|
| | Proposer, if an indiv Partner, if a partners Officer, if a corporat | ship; |
| Subscribed and sworn before me this | day of | , 2019. |

Notary Public

Page 45 of 68

CONCEPTUAL DRAWINGS

APPENDIX G CONCEPTUAL DRAWING

- Title Sheet, Index of Drawings and Maps
- o Civil C101 to C103
- Architectural A101 to A402
- o Electrical E101 to E402

GPA T&D ADMINISTRATION BUILDING

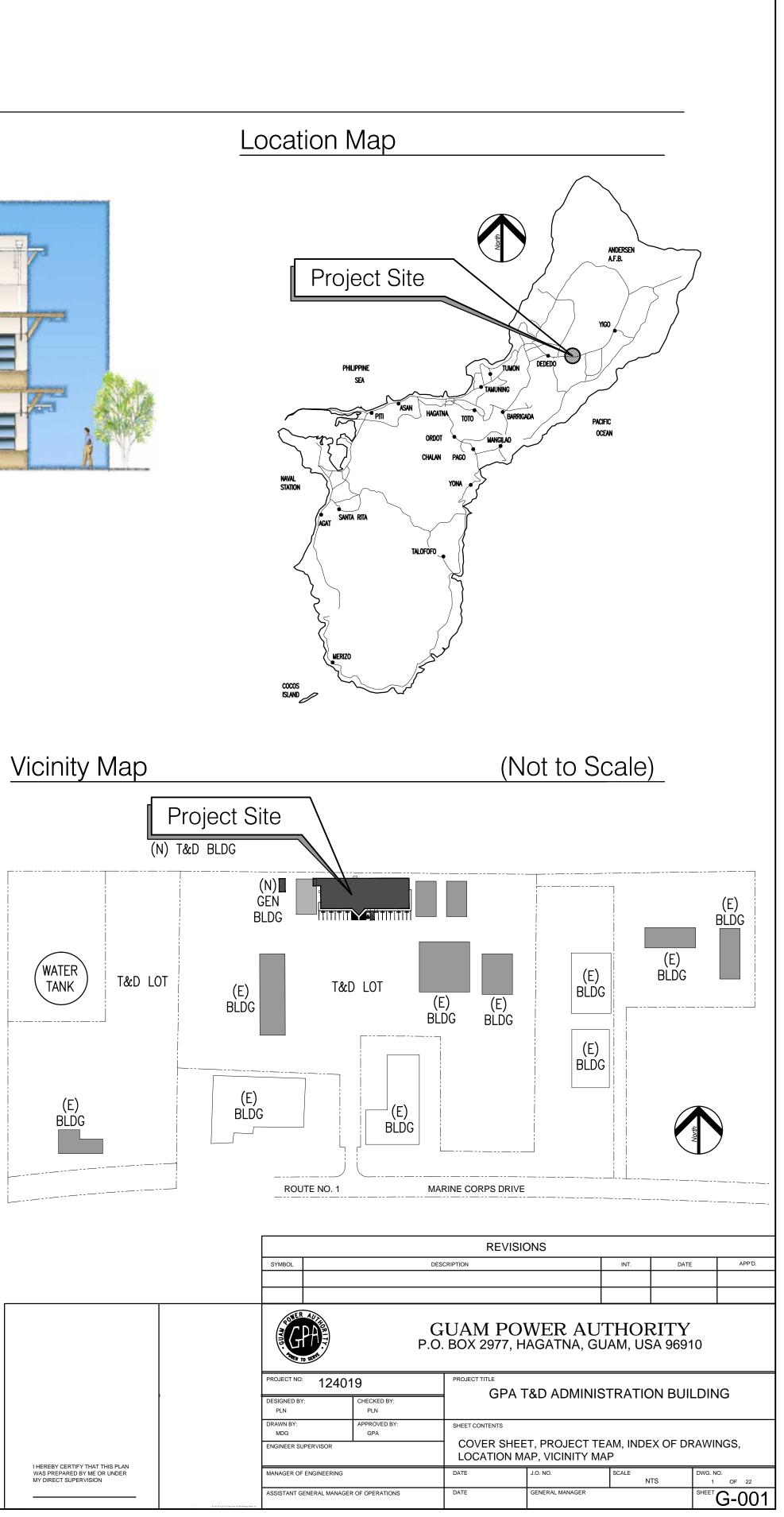
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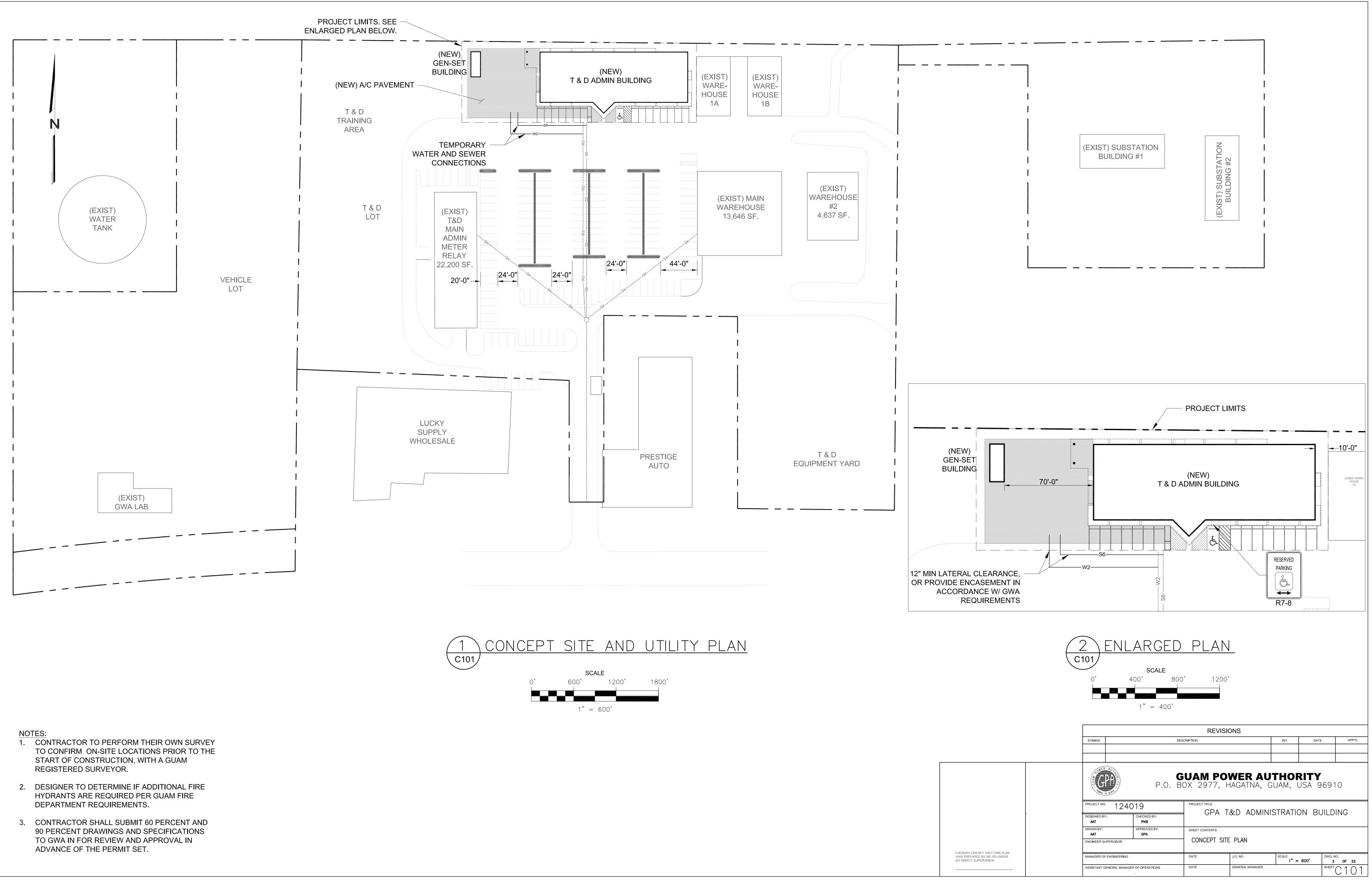


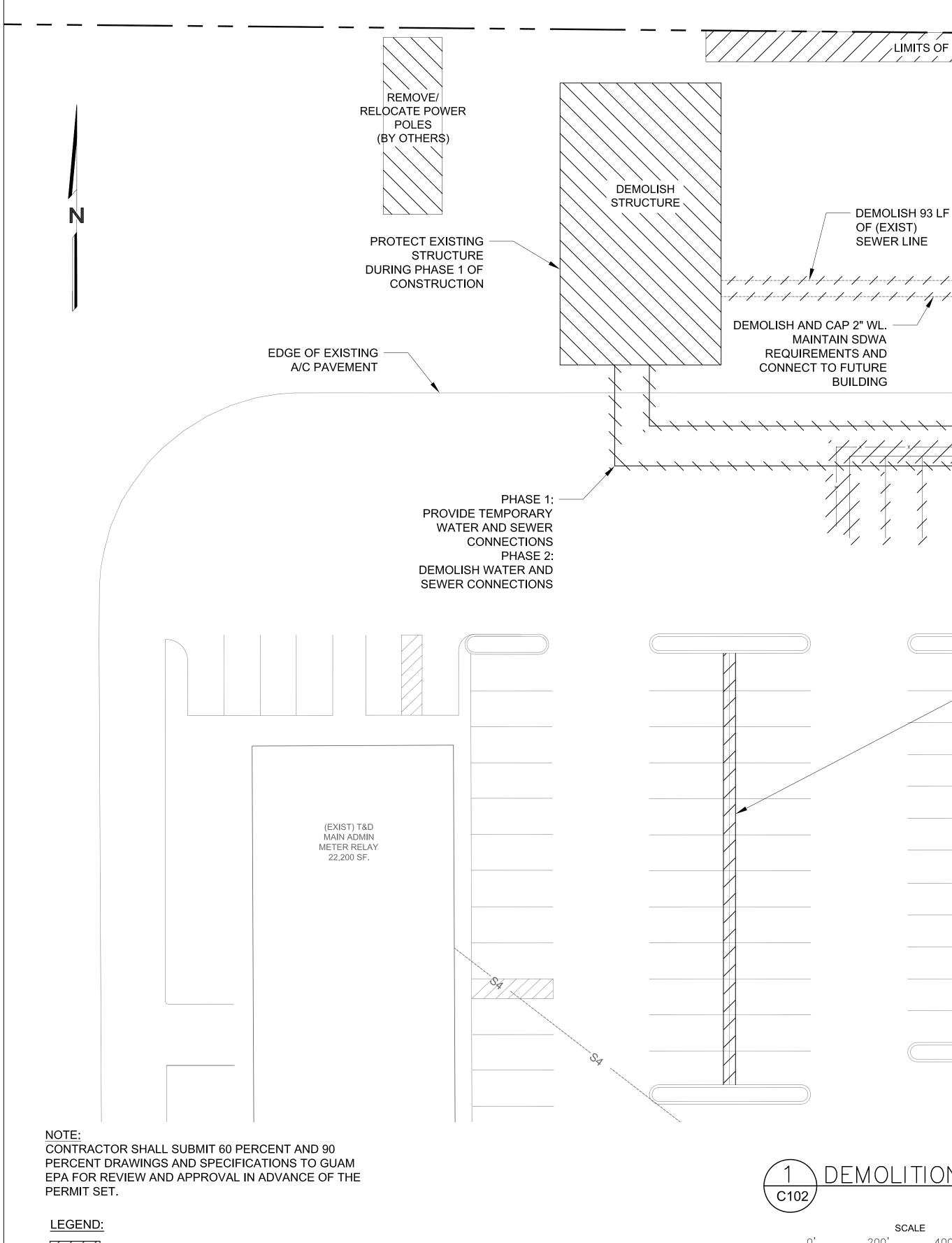
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| | | | | | GENERAL | | | | | | |
| 1 | OF | 22 | G | 001 | COVER SHEET, PROJECT TEAM, INDEX OF DRAWINGS, LOCATION MAP, VICINITY MAP | | | | | | |
| | | | | | CIVIL | | | | | | |
| 2 | OF | 22 | С | 101 | CONCEPT SITE AND UTILITY PLAN | | | | | | |
| 3 | OF | 22 | С | 102 | EMOLITION PLAN | | | | | | |
| 4 | OF | 22 | С | 103 | DNCEPT DRAINAGE GRADING PLAN | | | | | | |
| | | | | | | | | | | | |
| | | | | | ARCHITECTURAL | | | | | | |
| 5 | OF | 22 | | 101 | CONCEPT ARCHITECTURAL SITE PLAN | | | | | | |
| 6 | OF | 22 | | 111 | CONCEPT FIRST FLOOR PLAN | | | | | | |
| 7 | OF | 22 | A | | CONCEPT SECOND FLOOR PLAN | | | | | | |
| 8 | OF | 22 | A | | CONCEPT ROOF DECK PLAN | | | | | | |
| 9 | OF | 22 | A | | CONCEPT FIRST FLOOR REFLECTED CEILING PLAN | | | | | | |
| 10 | OF | 22 | A | | CONCEPT SECOND FLOOR REFLECTED CEILING PLAN | | | | | | |
| 11 | OF | 22 | A | _ | CONCEPT EXTERIOR BUILDING ELEVATIONS: NORTH AND SOUTH SIDE | | | | | | |
| 12 | OF | 22 | A | | CONCEPT EXTERIOR BUILDING ELEVATIONS: EAST AND WEST SIDE | | | | | | |
| 13 | OF | 22 | | 401 | CONCEPT GENERATOR BUILDING FLOOR PLAN AND ROOF PLAN | | | | | | |
| 14 | OF | 22 | A | 402 | CONCEPT GENERATOR BUILDING EXTERIOR ELEVATIONS AND SECTION | | | | | | |
| | | | | | ELECTRICAL | | | | | | |
| 15 | OF | 22 | E | 101 | GENERAL NOTES, LEGEND AND ONE LINE DIAGRAM | | | | | | |
| 16 | OF | 22 | E | 102 | ELECTRICAL SITE PLAN, GENERATOR ROOM PLAN | | | | | | |
| 17 | OF | 22 | E | 201 | FIRST FLOOR PLAN: LIGHTING PLAN | | | | | | |
| 18 | OF | 22 | E | 202 | SECOND FLOOR PLAN: LIGHTING PLAN | | | | | | |
| 19 | OF | 22 | E | 301 | FIRST FLOOR PLAN: POWER PLAN | | | | | | |
| 20 | OF | 22 | E | 302 | SECOND FLOOR PLAN: POWER PLAN | | | | | | |
| 21 | OF | 22 | E | 401 | FIRST FLOOR PLAN: COMMUNICATION/FA PLAN | | | | | | |
| 22 | OF | 22 | E | 402 | SECOND FLOOR PLAN: COMMUNICATION/FA PLAN | | | | | | |

General Notes

- ALL WORK SHALL CONFORM TO THE BUILDING CODES OF GUAM AND OTHER APPLICABLE CODES RELATED TO THIS PROJECT.
- 2. DO NOT DISASSEMBLE THE SET. REFER TO THE DRAWING INDEX FOR A MASTER LIST OF SHEETS.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS BEFORE COMMENCING WITH ANY WORK. ANY DISCREPANCY SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER'S REPRESENTATIVE.
- 4. THESE DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT AND IN TERMS OF ARCHITECTURAL DESIGN CONCEPT, DIMENSIONS OF THE BUILDING, THE MAJOR ARCHITECTURAL ELEMENTS. AS DESIGN-BUILD SCOPE DOCUMENTS, THE DRAWINGS DO NOT INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS ON THE BASES OF GENERAL SCOPE INDICATED OR DESCRIBED. THE CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED FOR PROPER EXECUTION AND COMPLETION OF WORK.
- 5. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS OF BEST PRACTICE BY WORKERS SKILLED IN THEIR RESPECTIVE TRADES. APPROVED ALTERNATES OR SUBSTITUTIONS SHALL BE EQUAL TO WORK SIMILAR IN TYPE. CHARACTER AND MATERIAL SPECIFIED IN THE CONSTRUCTION DOCUMENTS.
- 6. IF THE EXISTING AREAS ABUTTING OR ADJACENT TO THE VARIOUS WORK AREAS ARE DAMAGED DURING CONSTRUCTION, THE CONTRACTOR SHALL RESTORE THE AREAS TO ORIGINAL CONDITION AS DIRECTED BY THE CONTRACTING OFFICER AND AT NO ADDITIONAL COST TO THE OWNER.
- 7. CONTRACTOR SHALL MAINTAIN THE JOBSITE PER IBC CHAPTER 33 AND IFC CHAPTER 14 THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL PROVIDE & MAINTAIN 2A10 BC FIRE EXTINGUISHERS ON SITE DURING CONSTRUCTION.

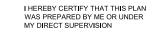


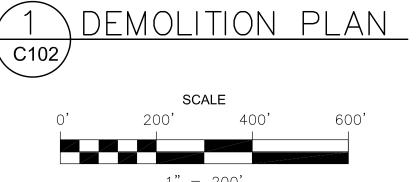


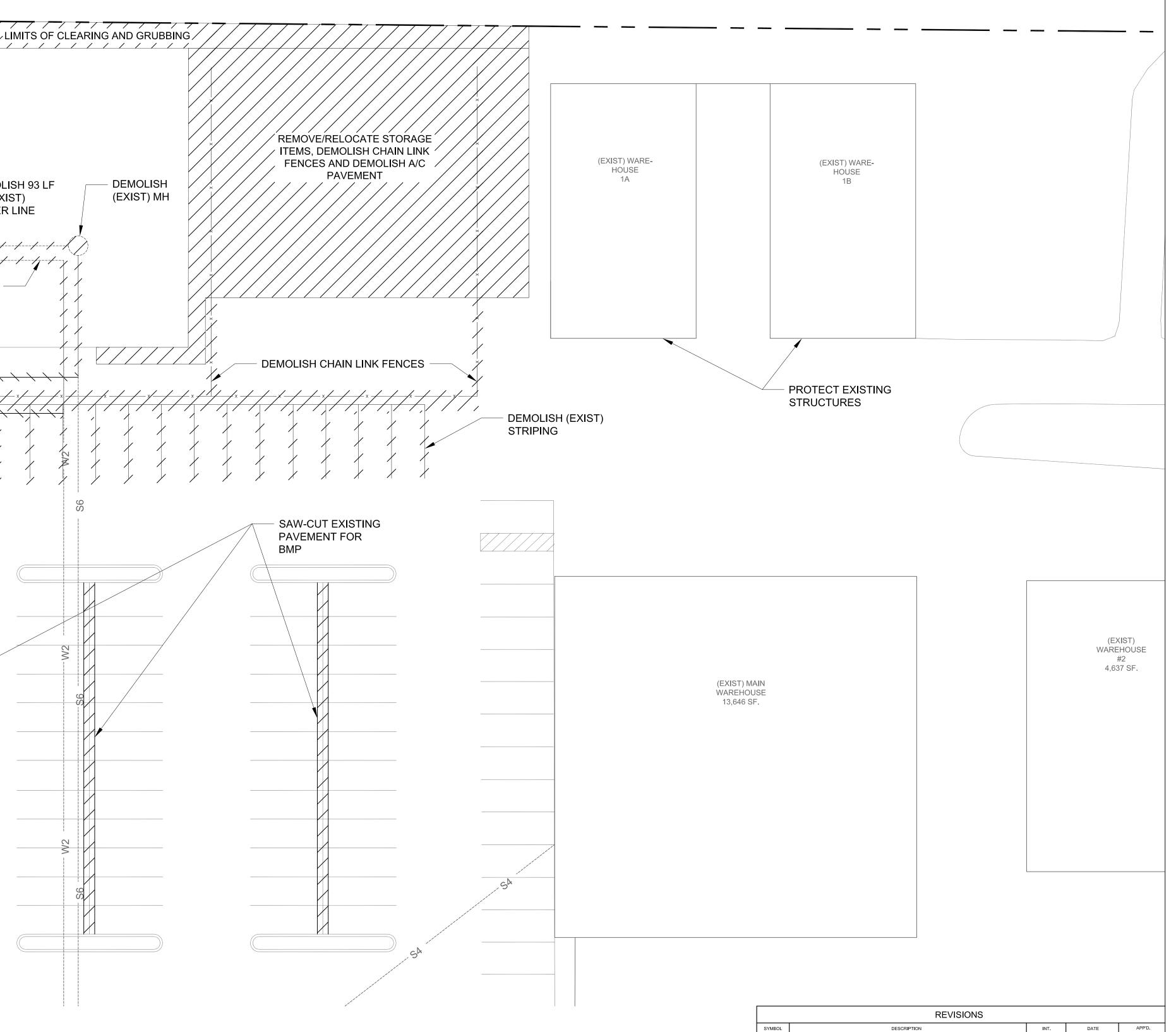


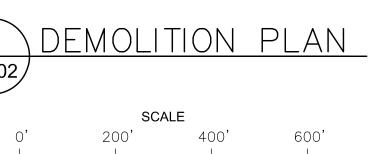
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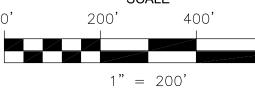
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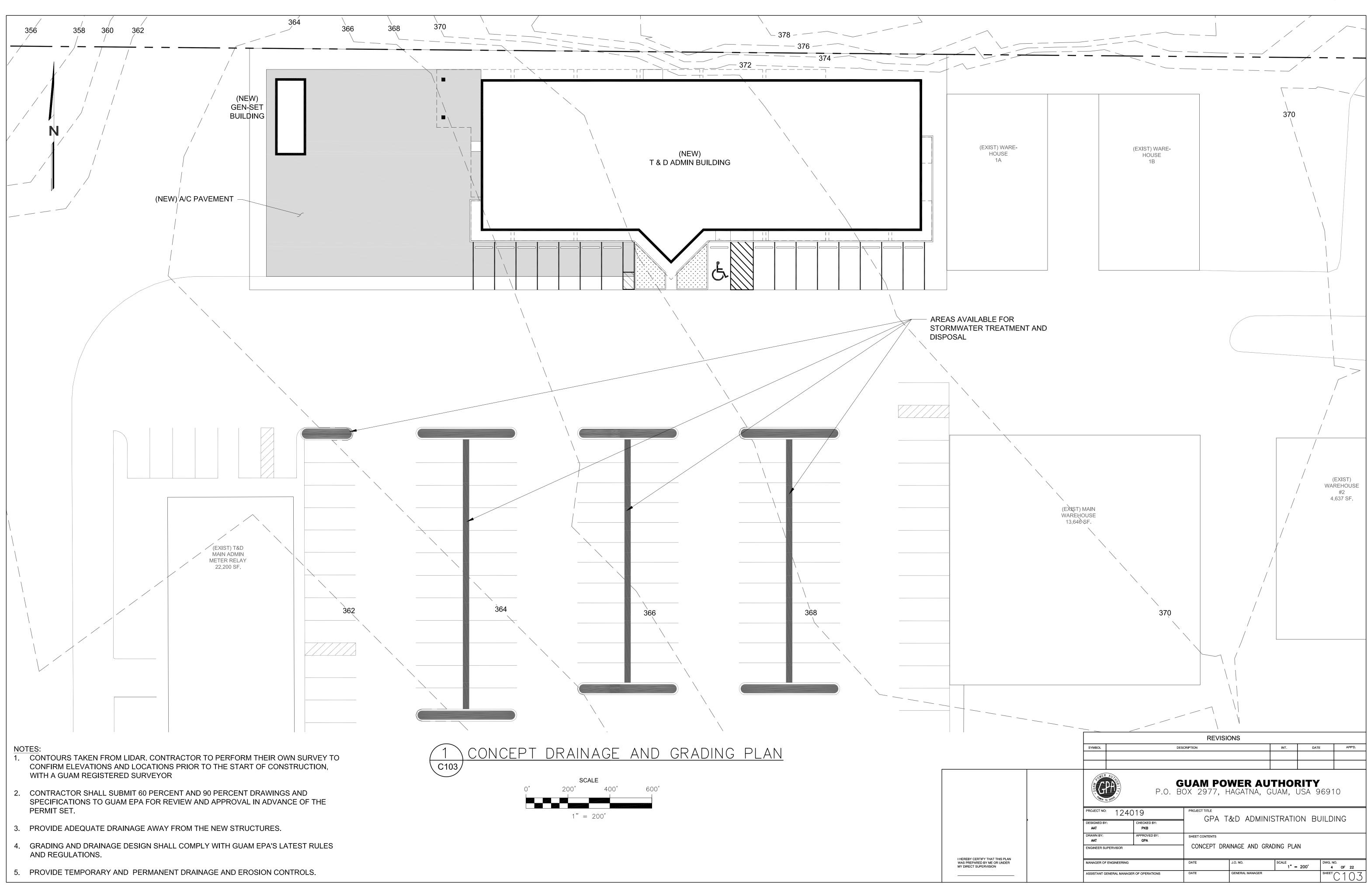
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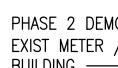
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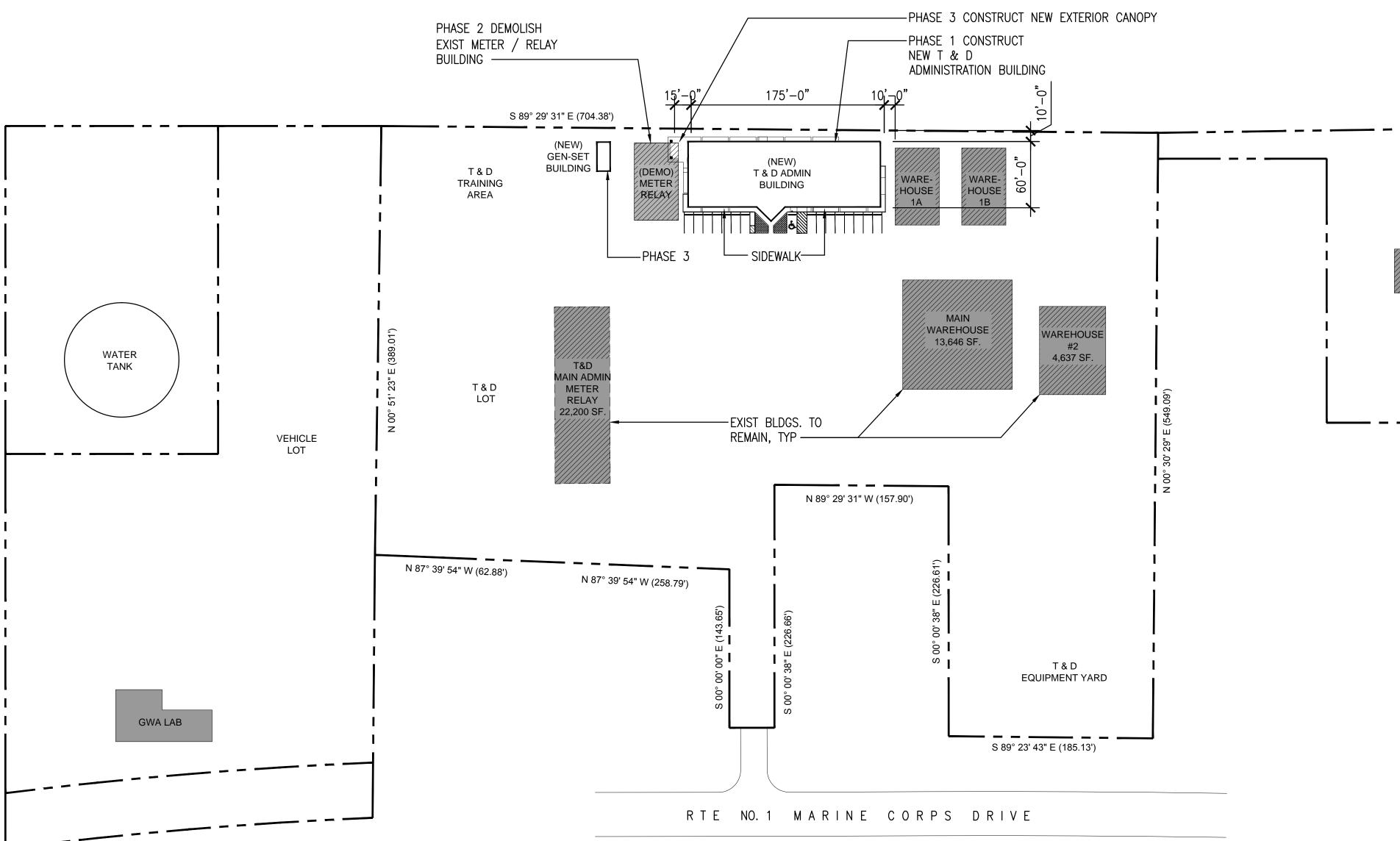
BUILDING

SEWER LINE

| | SYMBOL DESC | | | SCRIPTION | | INT. | DATE | APP'D. | |
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| | PONER TO | Address of the second s | | SUAM POWER AUTHORITY BOX 2977, HAGATNA, GUAM, USA 96910 | | | | | |
| | PROJECT NO: 124019 | | | | = GPA T&D ADMINISTRATION BUILDING | | | | |
| * | DESIGNED BY | : | CHECKED BY: PKB | | IQU ADMINI | JINAIR | | | |
| | DRAWN BY: AAT | | APPROVED BY: GPA | SHEET CONTENTS | | | | | |
| | ENGINEER SUPERVISOR | | | DEMOLITION PLAN | | | | | |
| | MANAGER OF ENGINEERING | | | DATE | J.O. NO. | SCALE 1" = | 200' | DWG.NO. 3 OF 22 | |
| | ASSISTANT GI | ENERAL MANAGEF | OF OPERATIONS | DATE | GENERAL MANAGER | | | ^{SHEET} C102 | |



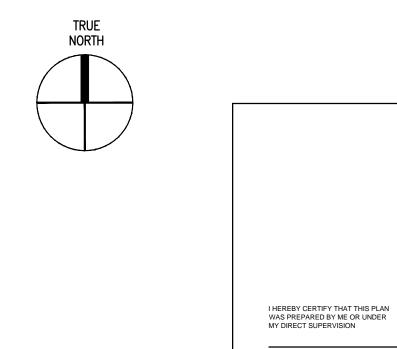






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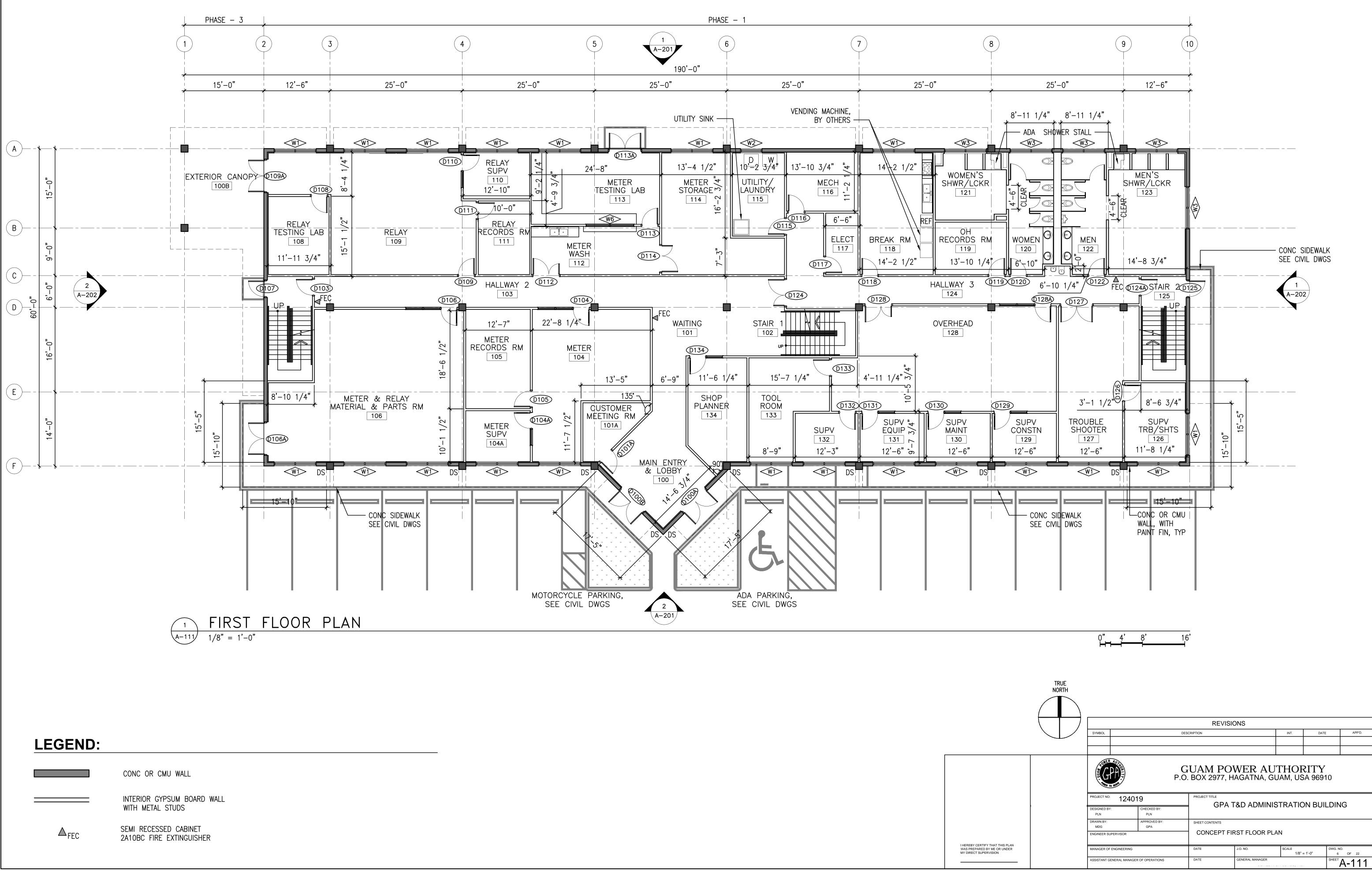
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SEE PROJECT DESCRIPTION FOR PHASING PLAN REQUIREMENTS.
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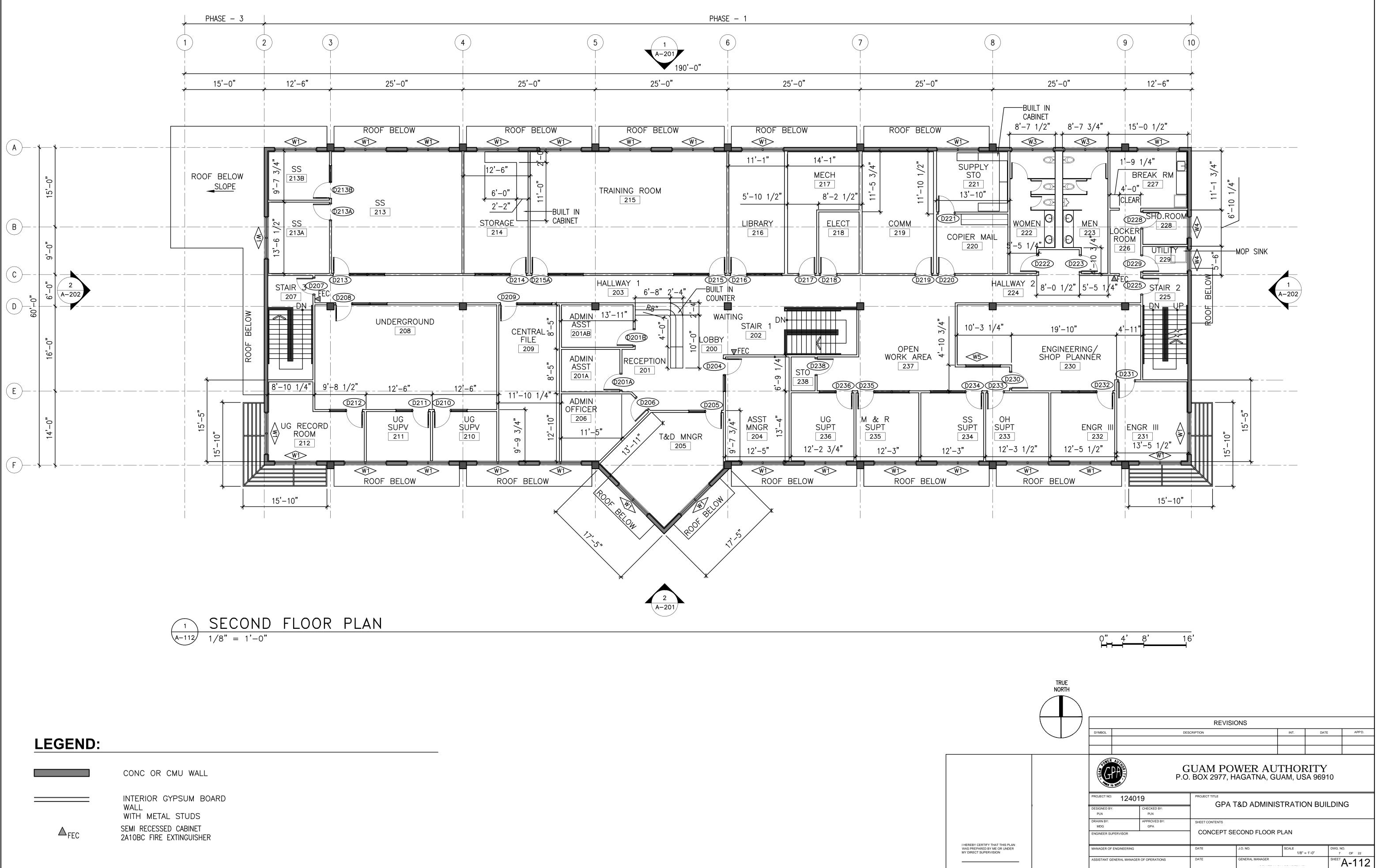


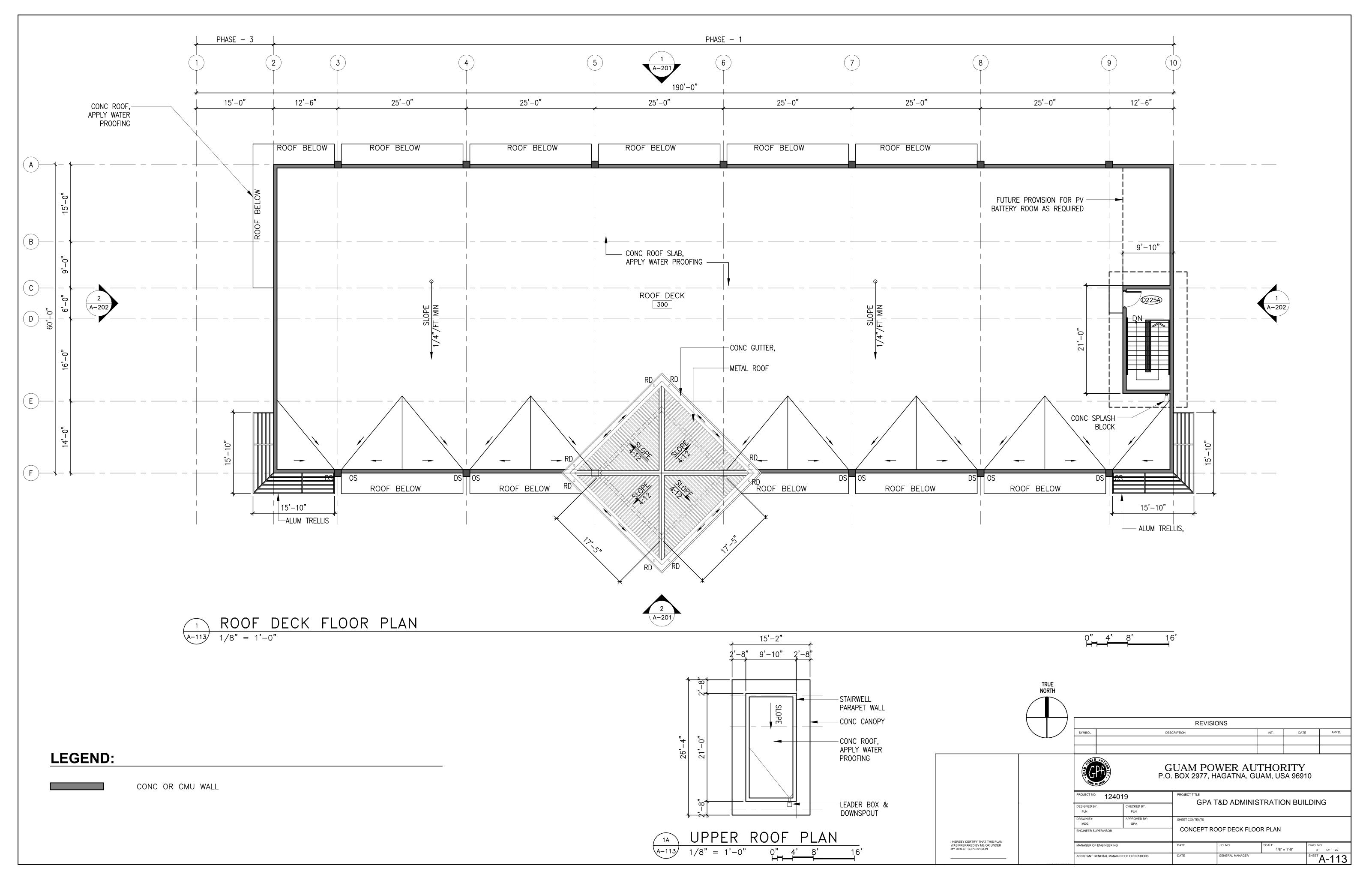
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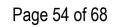


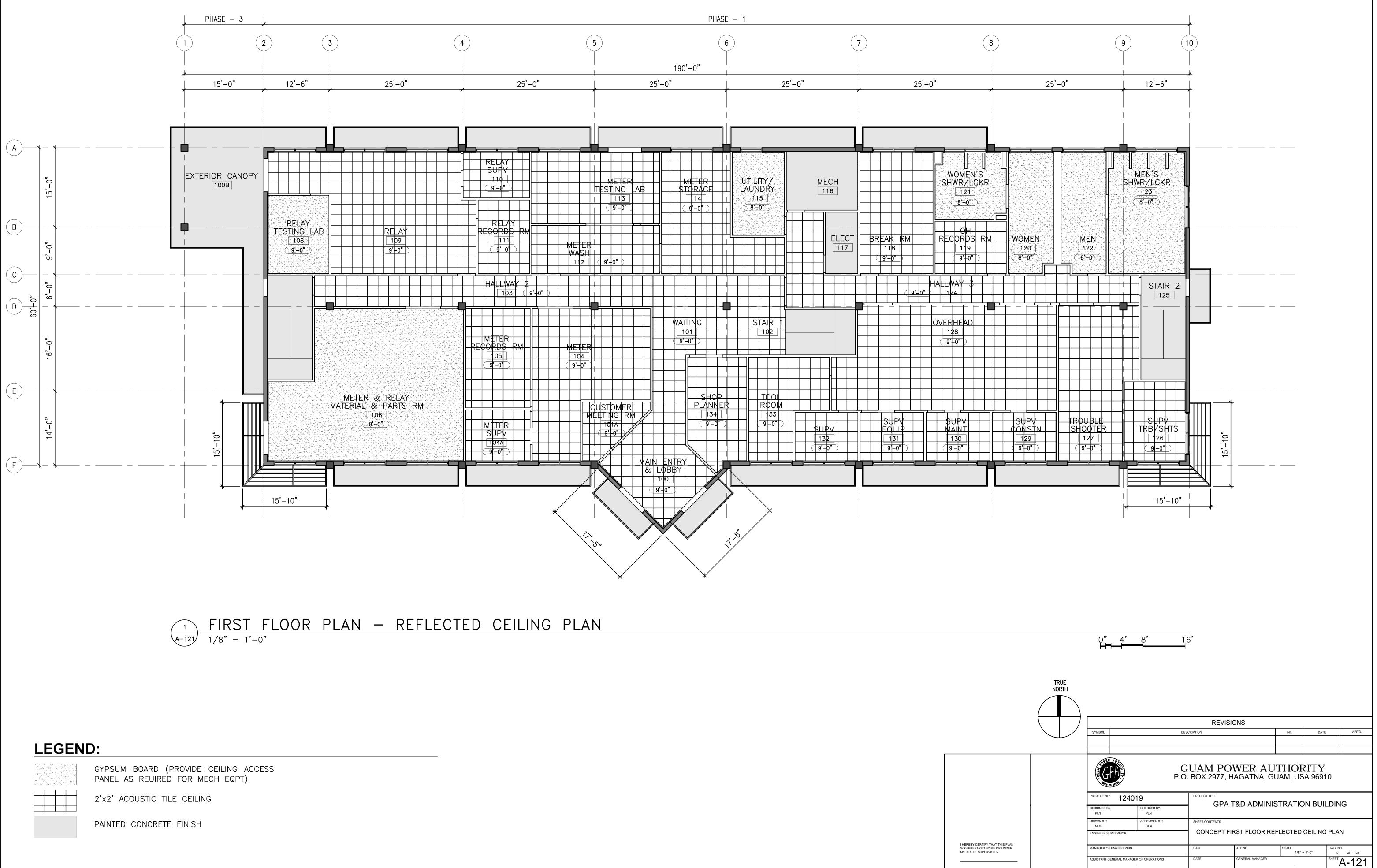
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| | APPROVED BY: | SHEET CONTENTS | | | | | | | |
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| MDG | GPA | | | N | | | | | |
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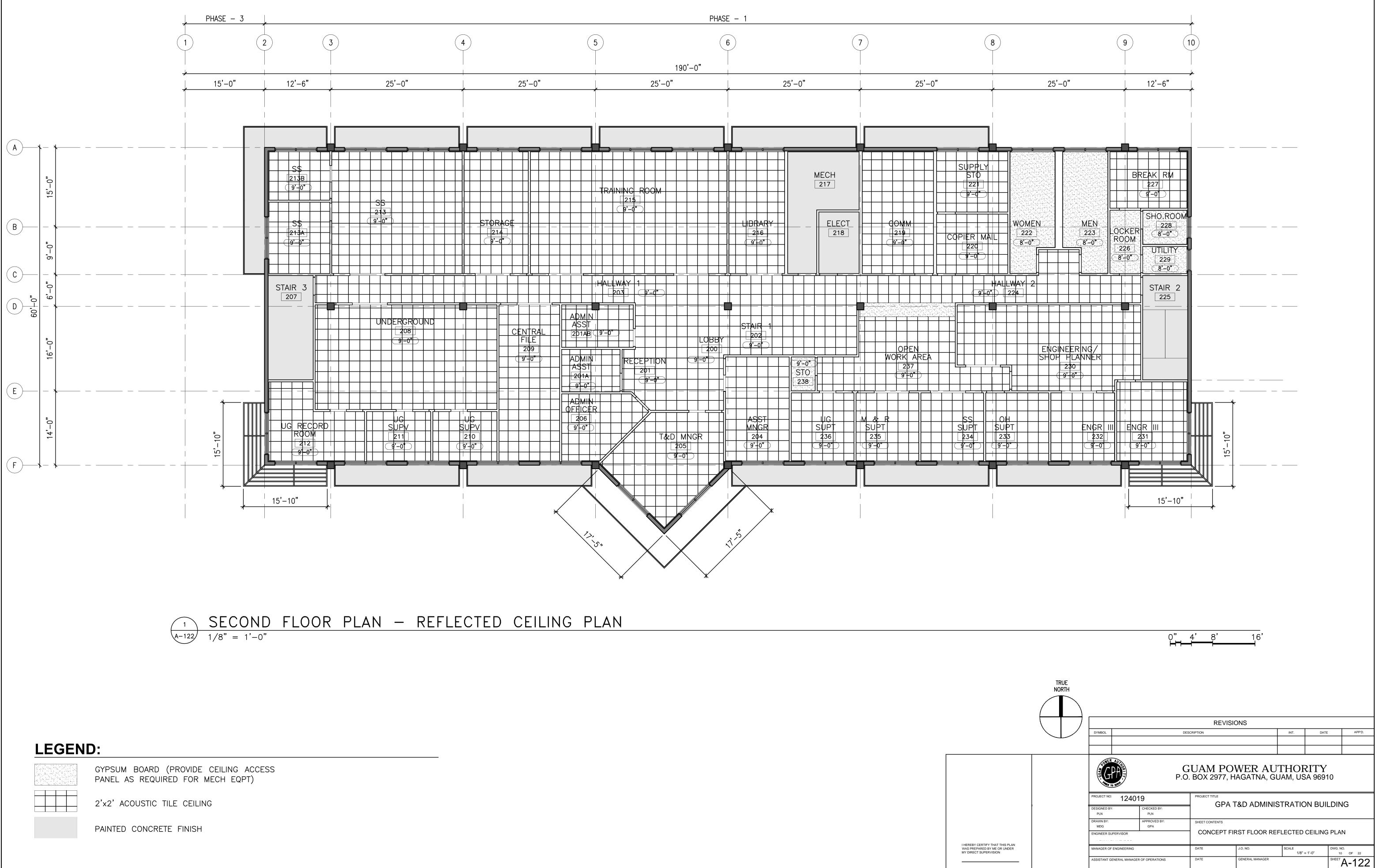




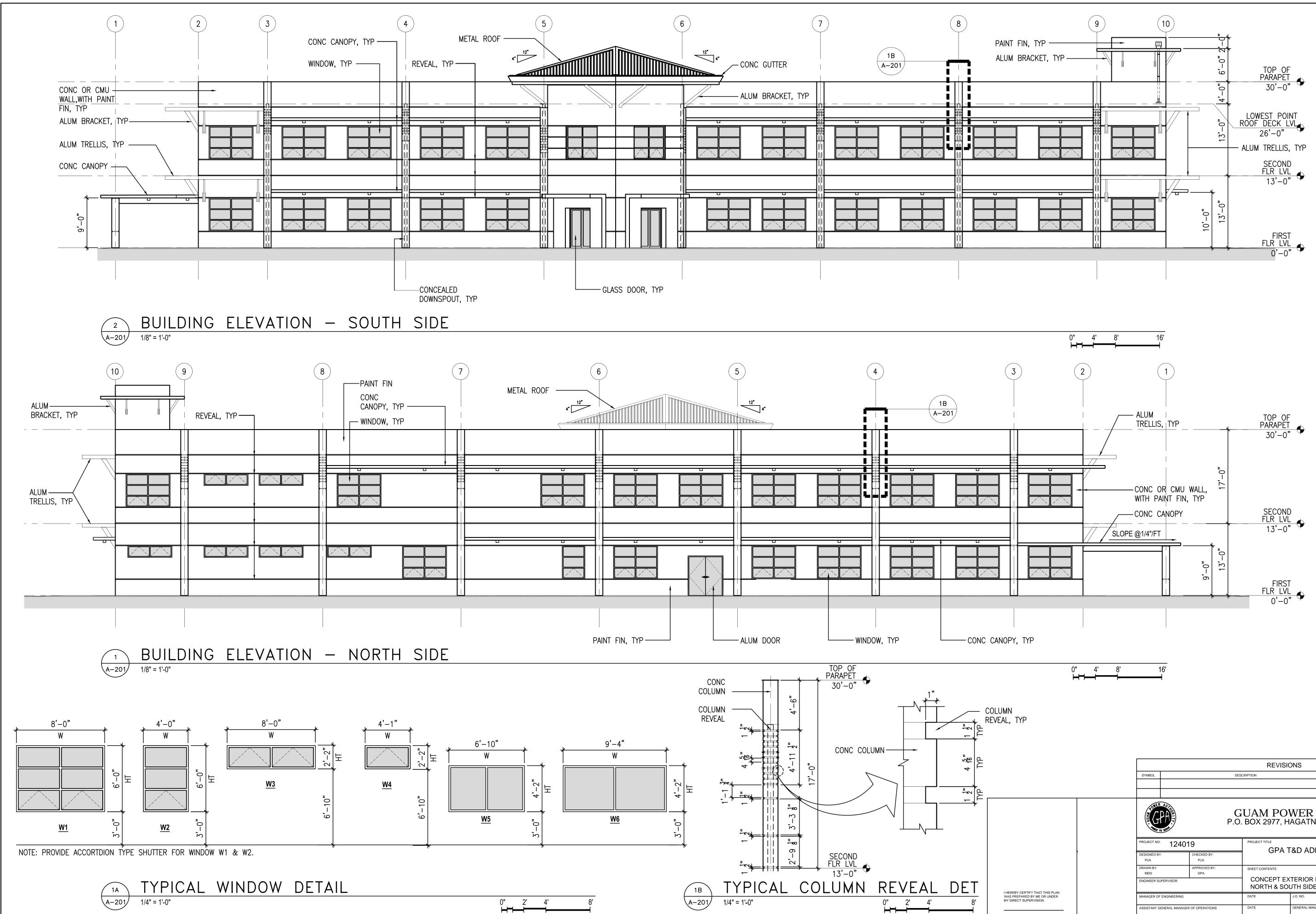




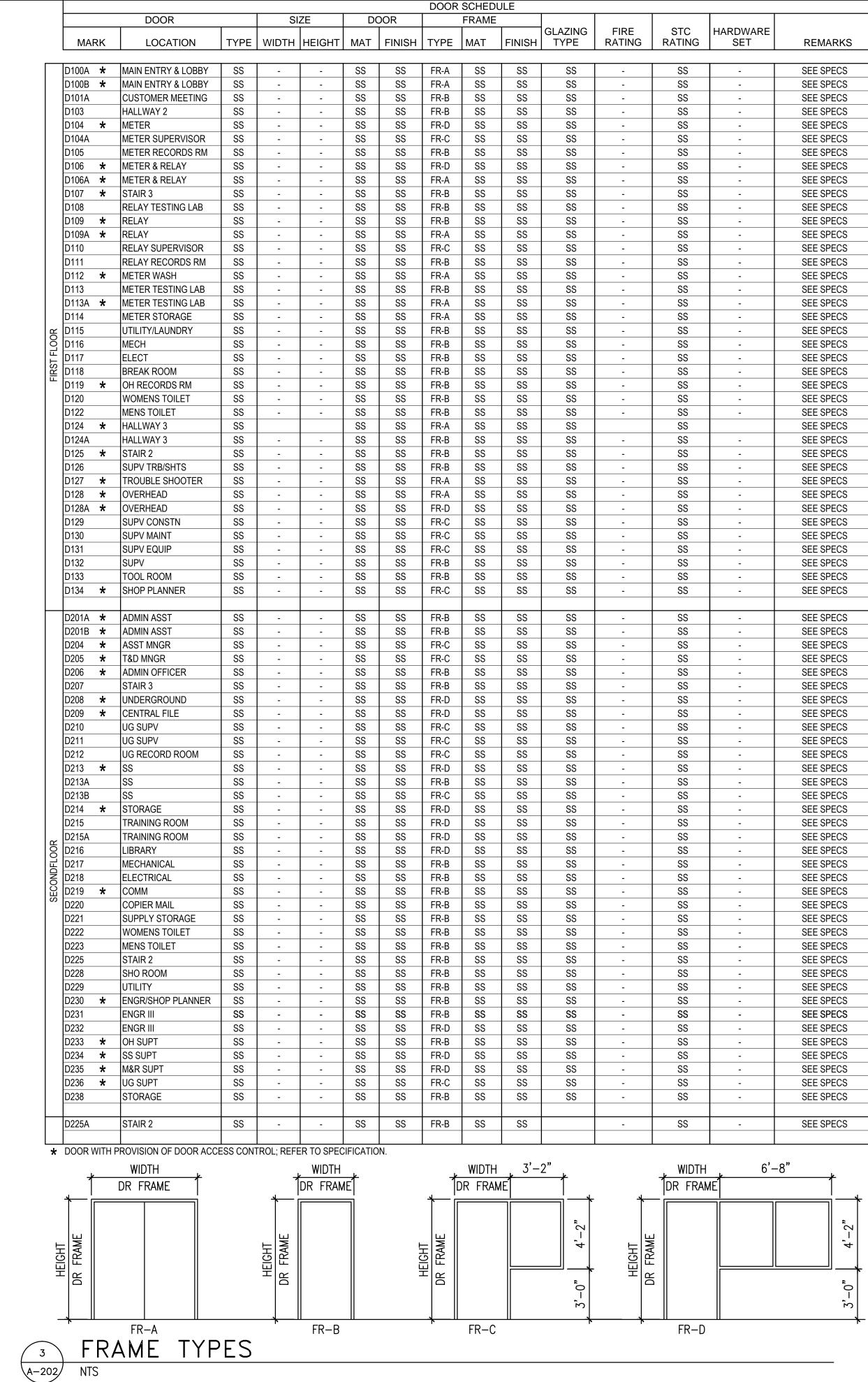




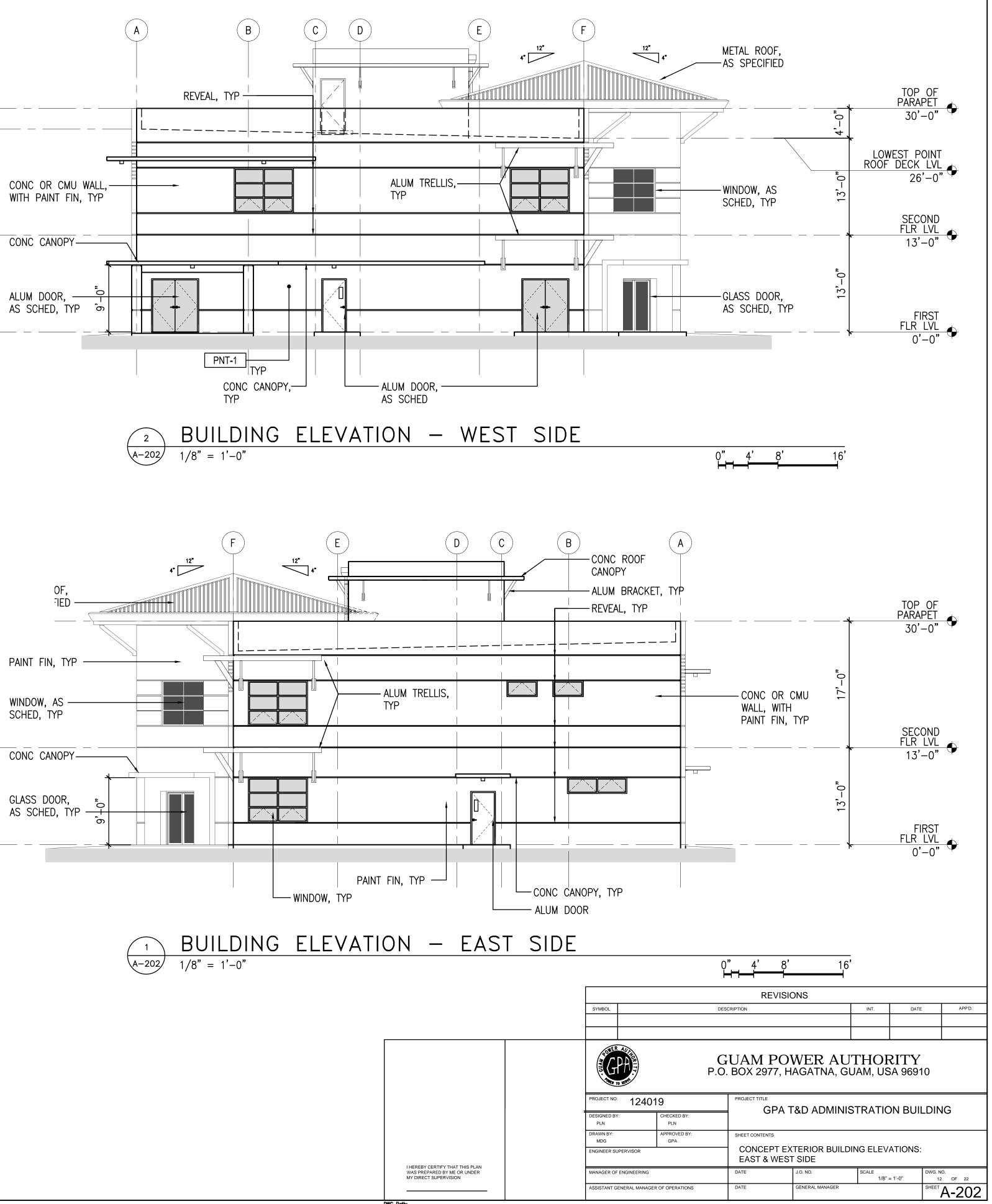


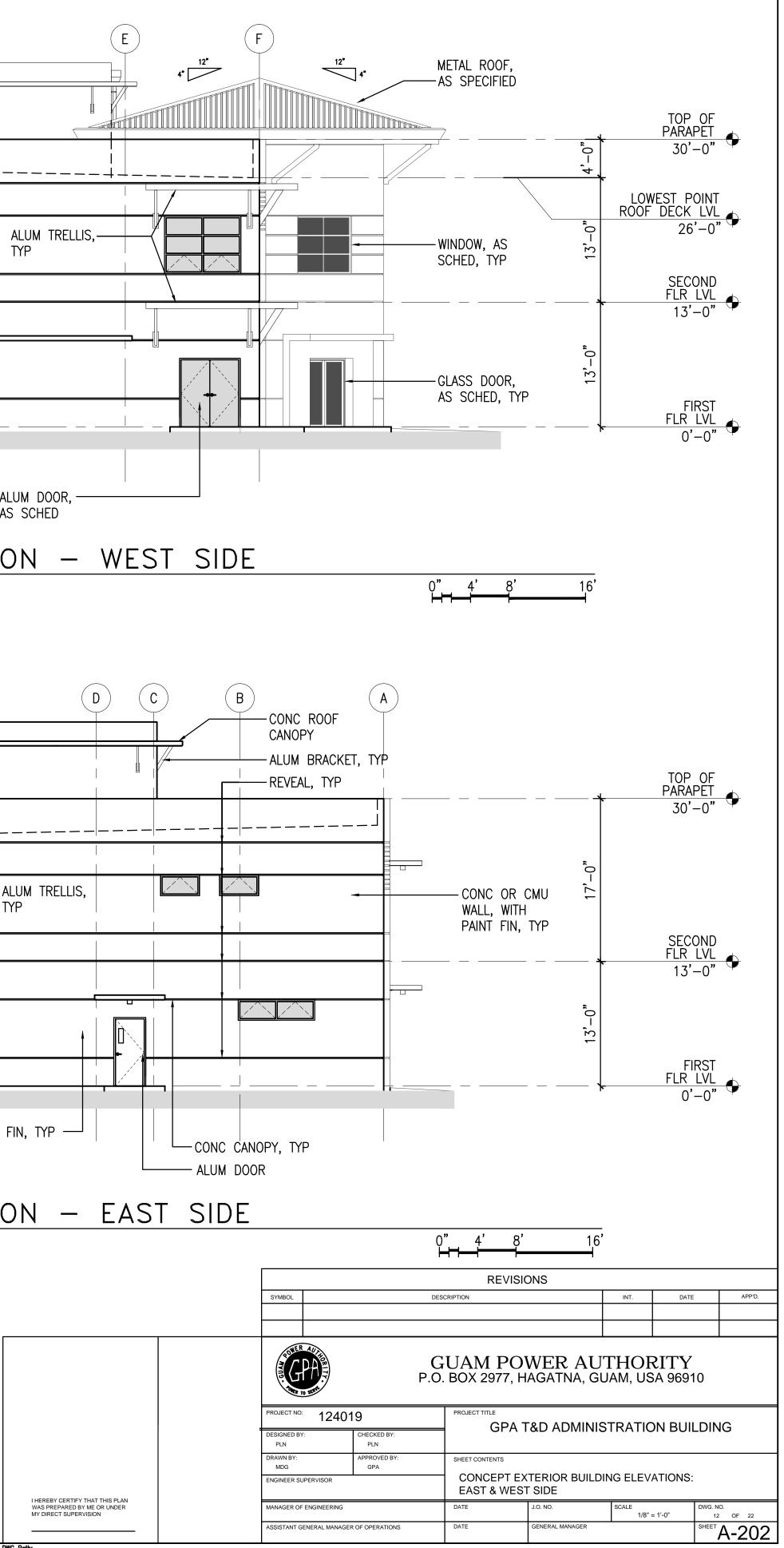


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| 12 | 4019 | G | = GPA T&D ADMINISTRATION BUILDING | | | | | | |
| DESIGNED BY: PLN | CHECKED BY: PLN | - · | | | | | | | |
| DRAWN BY: MDG | APPROVED BY: GPA | SHEET CONTENTS | 5 | | | | | | |
| ENGINEER SUPERVISOR | 2 | | PT EXTERIOR BU & SOUTH SIDE | IILDING ELEVA | TIONS: | | | | |
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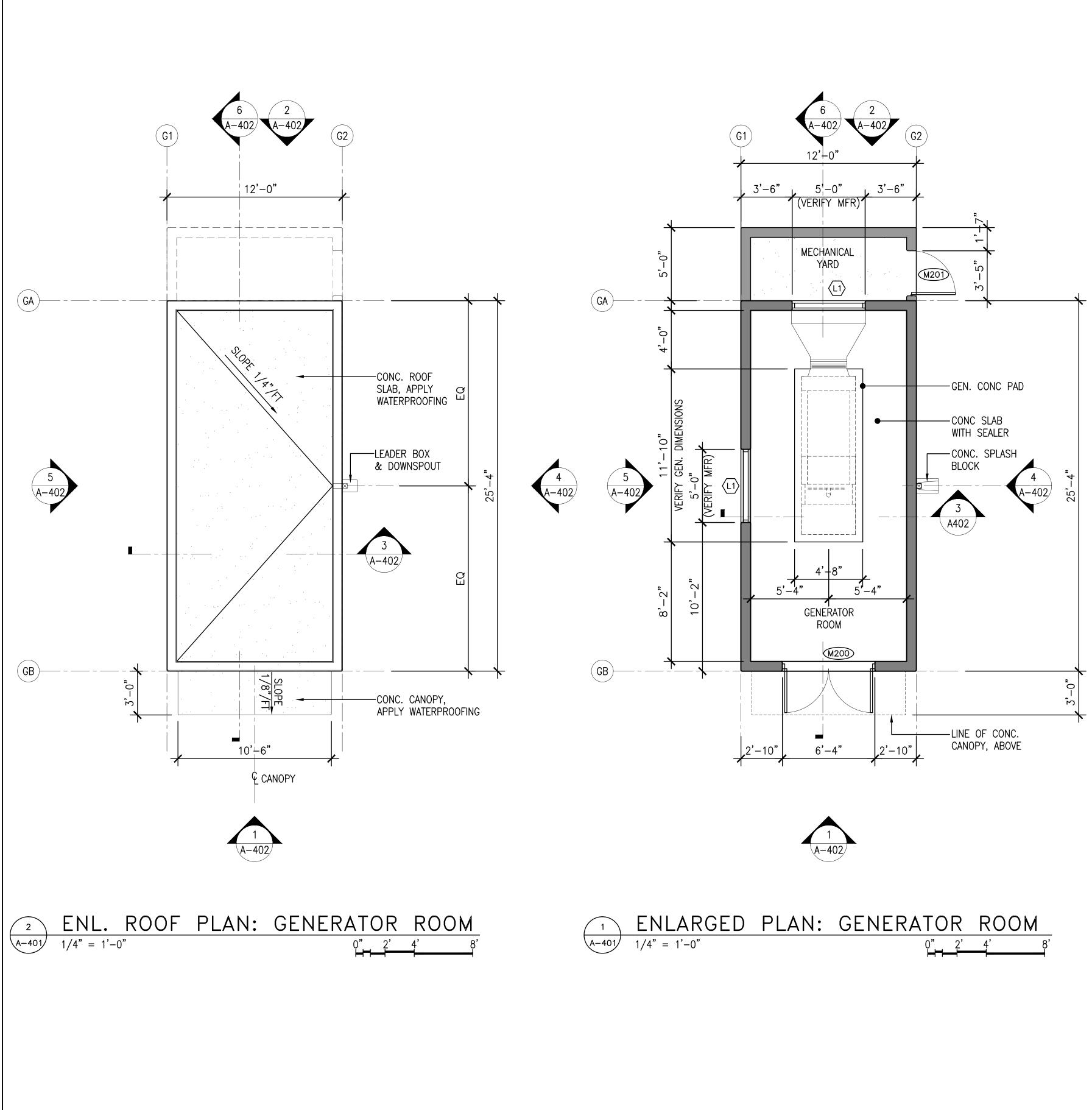


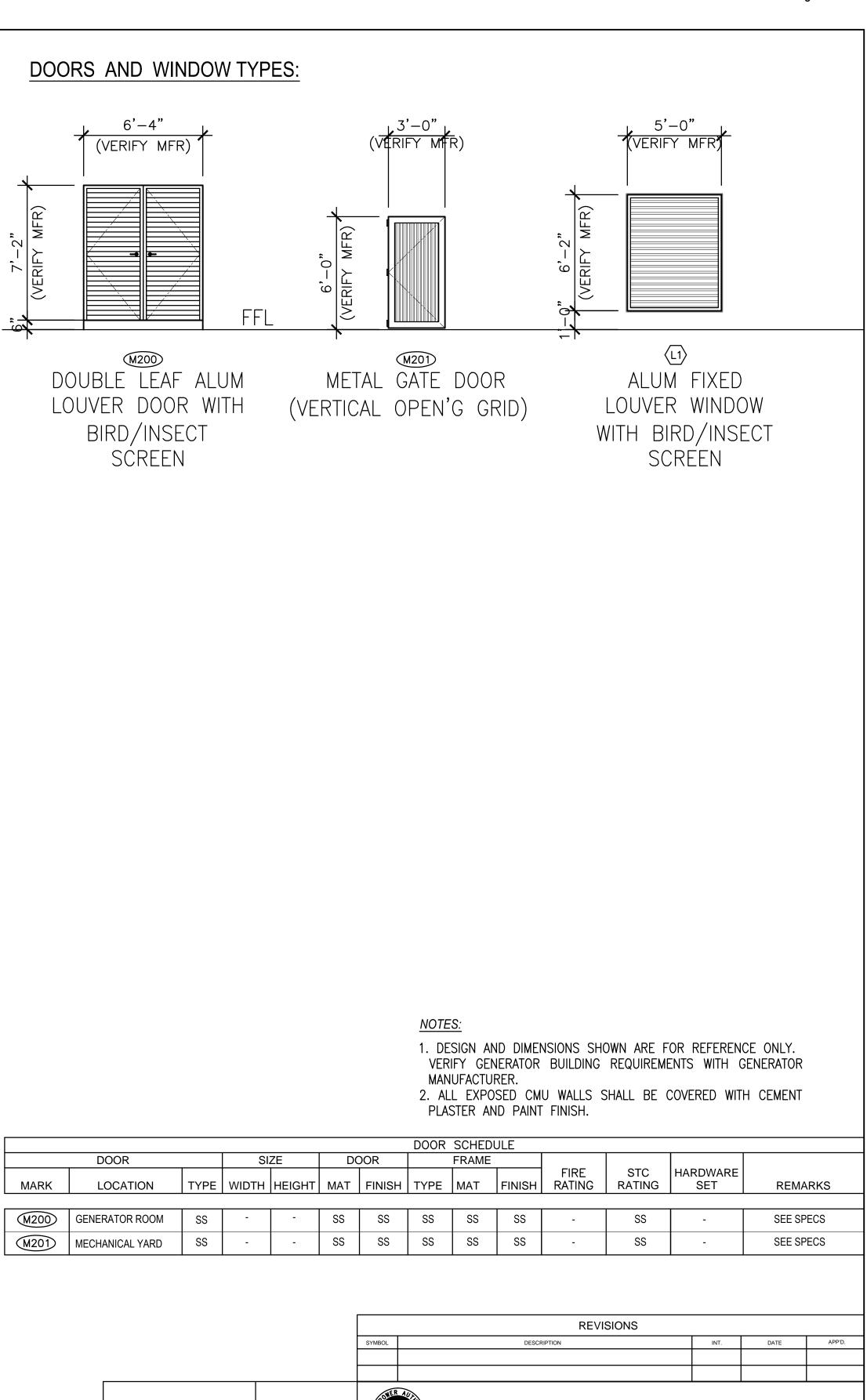
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| ARGED | PLAN: | GENERATOR | ROOM |
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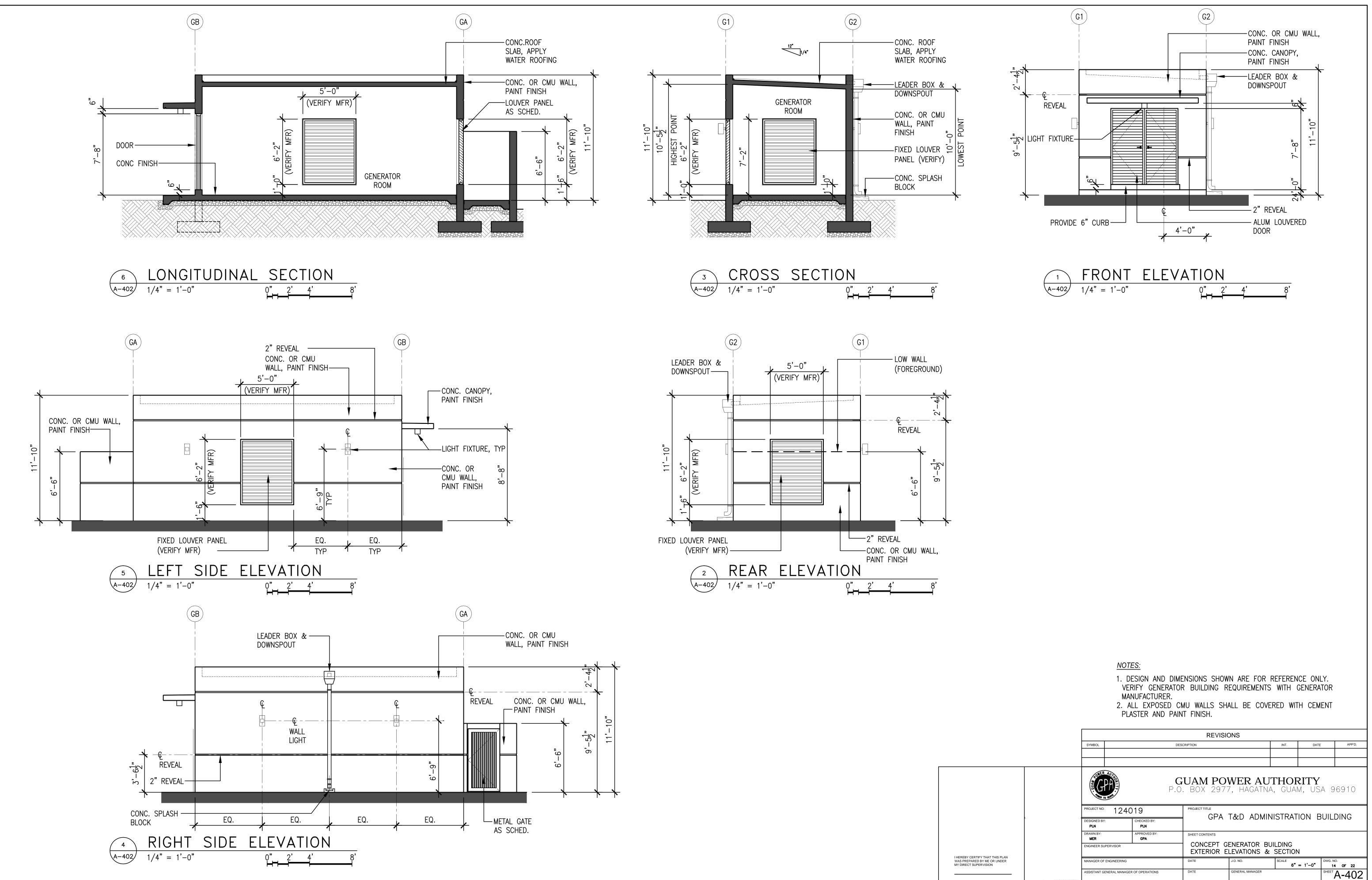
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| MARK | LOCATION | TYPE | WI | | | |
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| M201 | MECHANICAL YARD | SS | | | | |





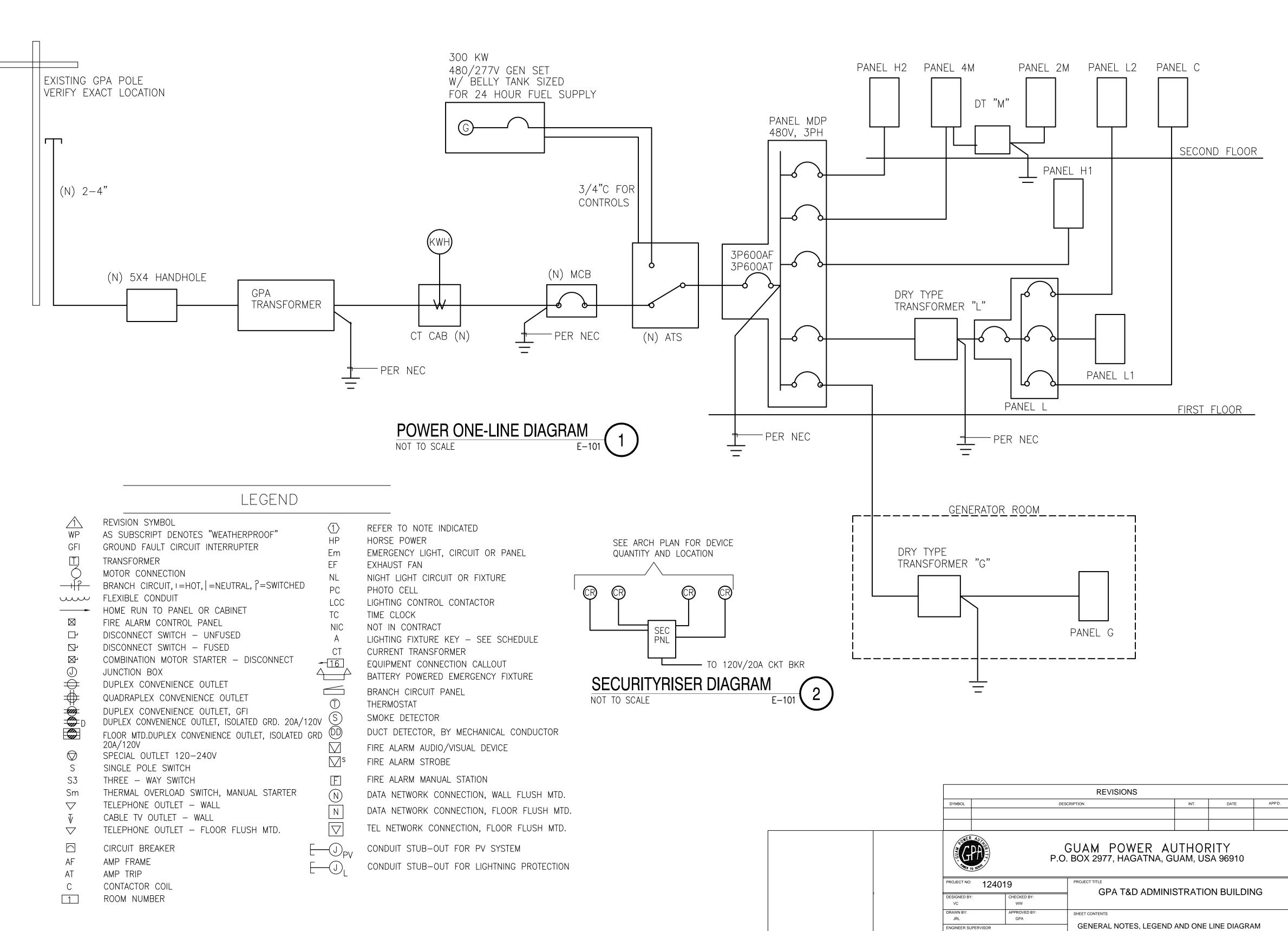
| | GPA | - | GUAM PO D. BOX 297 | ••===•==• | | A 96910 | |
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| : | PROJECT NO: 1240 |)19 CHECKED BY: | GPA T&D ADMINISTRATION BUILDING | | | | |
| | PLN | PLN | | | | | |
| | DRAWN BY: MER | APPROVED BY: GPA | SHEET CONTENTS | | | | |
| | ENGINEER SUPERVISOR | | CONCEPT G | ENERATOR BUI | LDING FLOOR | | |
| | MANAGER OF ENGINEERING | | DATE | J.O. NO. | SCALE 1/4" = 1'-0" | DWG. NO. 13 OF 22 | |
| | ASSISTANT GENERAL MANAGE | R OF OPERATIONS | DATE | GENERAL MANAGER | | SHEET A-401 | |

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GENERAL NOTES

- ELECTRICAL LAYOUT DRAWINGS ARE PARTIALLY DIAGRAMMATIC. REFER TO ARCHITECTURAL, STRUCTURAL, MECHANICAL AND HVAC FOR GUIDANCE ON DIMENSIONS, CEILING HEIGHTS, DOOR SWINGS, ROOM FINISHES, STRUCTURAL AND ARCHITECTURAL DETAILS, AND LOCATIONS OF PIPES AND STRUCTURAL STEEL. INSTALL THE ELECTRICAL SYSTEMS WITHOUT INTERFERING WITH PIPES, STRUCTURAL STEEL OR OTHER SYSTEMS. LOCATE LIGHTING SYSTEMS SYMMETRICALLY IN PROPER RELATION TO FINISHED AREAS EXCEPT WHERE DIMENSIONED ON THE DRAWINGS OR LOCATED ON REFLECTED CEILING PLANS. COORDINATE WITH OTHER TRADES FOR PROPER INSTALLATION OF WORK AND FOR TIMELY EXECUTION OF CONSTRUCTION.
- 2. FURNISH ALL LABOR, EQUIPMENT, APPLIANCES, MATERIALS AND PERFORM OPERATIONS REQUIRED FOR COMPLETE INSTALLATION OF SYSTEMS SPECIFIED IN ACCORDANCE WITH DRAWINGS, CODES, ORDINANCES AND TERMS AND CONDITIONS OF CONTRACT.
- 3. COMPLY WITH THE LATEST EDITION OF ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS.
- SYMBOLS IN THE LEGEND ARE APPLICABLE GENERALLY. FOR EXACT REQUIREMENTS, REFER TO THE SCHEDULES, LAYOUTS, AND DETAILS. THE APPEARANCE OF A PARTICULAR SYMBOL DOES NOT NECESSARILY IMPLY THAT THE ITEM IS INCLUDED IN THE CONTRACT.
- PROVIDE ADDITIONAL SUPPORTS FOR SWITCHES. STARTERS. RACEWAYS 5. AND OTHER ELECTRICAL EQUIPMENT WHEREVER THE BUILDING STRUCTURE IS NOT SUITABLE FOR DIRECT MOUNTING.
- VERIFY CEILING SUSPENSION SYSTEMS IN THE VARIOUS AREAS AND PROVIDE THE PROPER MOUNTING ACCESSORIES, TRIMS, ETC. TO SUIT THE PARTICULAR SUPPORT RACEWAYS WITH APPROVED TYPES OF WALL BRACKETS AREA. OR CEILING TRAPEZE HANGER. DO NOT SUSPEND FROM DROPPED CEILING TIE WIRE OR T—BAR. PROVIDE SAFETY WIRES FOR EACH LIGHTING FIXTURÉ IN NEW DROPPED CEILING SO THAT IN THE EVENT OF CEILING FAILURE, NO PART OF THE FIXTURE WILL DROP MORE THAN 12" BELOW NORMAL CEILING HEIGHT.
- 7. PROVIDE SEAL FITTINGS IN CONDUITS THAT ENTER CONDITIONED AREAS FROM NON-CONDITIONED AREAS.
- PROPERLY GROUND CONDUIT SYSTEM, OUTLETS, FIXTURES, ETC. IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, SECTION 250. PROVIDE ALL BONDING JUMPERS AND WIRE, GROUNDING BUSHINGS, CLAMPS, ETC. REQUIRED FOR COMPLETE GROUNDING. PROVIDE GREEN GROUND WIRE IN EACH RACEWAY.
- 9 CONNECT BRANCH CIRCUIT NEUTRAL TO RECEPTACLE TERMINAL BY MEANS OF A SHORT "PIGTAIL" PERMANENTLY SPLICED TO THE NEUTRAL.
- 10. PROVIDE 3/4" CONDUIT FROM EACH THERMOSTAT TO THE EQUIPMENT THAT IT CONTROLS. SEE MECHANICAL PLANS FOR THERMOSTAT LOCATIONS.
- ALL WIRING SHALL BE COPPER. ALL POWER WIRING #10 AND SMALLER SHALL BE SOLID. #8 AND LARGER MAY BE STRANDED. COLOR CODE ALL WIRING BY SYSTEM." FOR 120/208V SYSTEMS, PHASE A SHALL BE BLACK, PHASE B SHALL BE RED AND PHASE C SHALL BE BLUE. FOR 277/480V SYSTEMS, PHASE A SHALL BE BROWN, PHASE B SHALL ORANGE AND PHASE C SHALL BE YELLOW.
- CONTRACTOR MUST COORDINATE ALL SERVICE WORK WITH GPA. GPA MUST 12. INSPECT AND APPROVE TRENCHING AND CONDUIT INSTALLATION PRIOR TO CONCRETE POUR. PRIOR APPROVAL FROM GPA MUST BE OBTAINED FOR ROUTING OF UNDERGROUND POWERLINE AND TRANSFORMER LOCATION.
- 13. APPLICATION OF POWER MUST BE SUBMITTED 8 MONTHS IN ADVANCE BEFORE ACTUAL SERVICE CONNECTION TO ALLOW FOR DELIVERY OF GPA MATERIALS AND EQUIPMENT.
- 14. THE OWNER MUST GRANT EASEMENT FOR THE ROUTING AND LOCATION OF UNDERGROUND POWER LINES AND EQUIPMENT.
- 15. COORDINATE WITH GPA FOR THE INSPECTION OF TRENCH, CONDUIT LAYOUT, HANDHOLE, RISER, PAD ETC. 48 HOURS ADVANCE NOTICE IS REQUIRED.
- 16. ALL CONDUIT MUST BE CLEANED AND MANDRELLED IN THE PRESENCE OF GPA INSPECTOR AND PROVIDED WITH NYLON PULL ROPE OF 200 LB MIN. PULL STRENGTH.
- 17. ALL UNDERGROUND DUCTS, BENDS AND ELBOWS SHALL BE CONCRETE ENCASED THROUGHOUT THE WHOLE ROUTE.
- 18. GPA HANDHOLE, TRANSFORMER AND METER SHALL BE ACCESSIBLE 24HRS A DAY FOR MAINTENANCE AND METER READING.
- 19. ALL ABOVE GROUND GPA CONDUITS SHALL BE RIGID ALUMINUM CONDUIT. ALL BELOW GRADE GPA CONDUIT SHALL BE CONCRETE ENCASED PVC SCHEDULE 40.
- ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST 20 EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND NATIONAL ELECTRICAL SAFETY CODE (NESC)
- CONTRACTOR/OWNER SHALL IDENTIFY THE REGISTERED LAND SURVEYOR (RLS) 21 PROPERTY MARKERS/POINTS TO THE GPA INSPECTOR AT THE JOB SITE.
- 22 PROVIDE 3 FEET MIN. CLEARANCE ALL AROUND HANDHOLES, TRANSFORMERS, AND METERING EQUIPMENT FROM FENCES, WALLS, AND STRUCTURES, ETC.
- 23 CONTRACTOR/OWNER SHALL OBTAIN A REGISTERED LAND SURVEYOR TO PROVIDE NEW POLE STAKEOUT AND DOWN-GUY LOCATIONS, IF APPLICABLE. COORDINATE WITH GPA ENGINEERING FOR SPECIFIC REQUIREMENTS.
- CONTRACTOR/OWNER SHALL OBTAIN A REGISTERED LAND SURVEYOR TO PREPARE 24 EASEMENT EXHIBITS FOR GPA POLES, HAND HOLES, TRANSFORMERS, OVERHEAD AND UNDERGROUND POWER LINES AND OTHER ASSOCIATED POWER FACILITIES. COORDINATE WITH GPA ENGINEERING FOR SPECIFIC REQUIREMENTS.
- 25 ALL SURVEY STAKEOUTS, MAPS, AND EASEMENT DOCUMENTS SHALL BE FIELD VERIFY BY THE GPA.
- 26 HANDHOLE AND COVER CONCRETE STRENGTH SHALL BE 3000 PSI
- 27 PROVIDE ADDITIONAL PRIMARY HANDHOLE AFTER THE PRIMARY RISER, IF APPLICABLE.
- 28 PROVIDE PIPE GUARD PROTECTION FOR HANDHOLES AND TRANSFORMERS. THESE SHALL BE PLACED 1 FOOT DIAGONAL FROM EACH CORNER.



| WP GFI | REVISION SYMBOL AS SUBSCRIPT DENOTES " GROUND FAULT CIRCUIT IN TRANSFORMER MOTOR CONNECTION BRANCH CIRCUIT, I=HOT, = |
|---------------|--|
| | FLEXIBLE CONDUIT HOME RUN TO PANEL OR FIRE ALARM CONTROL PAN DISCONNECT SWITCH – UN |
| | DISCONNECT SWITCH – FU COMBINATION MOTOR STAR JUNCTION BOX |
| | DUPLEX CONVENIENCE OUT QUADRAPLEX CONVENIENCE DUPLEX CONVENIENCE OUT DUPLEX CONVENIENCE OUTLE |
| S S Sm | FLOOR MTD.DUPLEX CONVENIE 20A/120V SPECIAL OUTLET 120-240V SINGLE POLE SWITCH THREE - WAY SWITCH THERMAL OVERLOAD SWITC TELEPHONE OUTLET - WAI |
| V V V | CABLE TV OUTLET – WALL TELEPHONE OUTLET – FLC |
| AF AT C | CIRCUIT BREAKER AMP FRAME AMP TRIP CONTACTOR COIL ROOM NUMBER |

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION

ANAGER OF ENGINEERING

ASSISTANT GENERAL MANAGER OF OPERATIONS

DATE

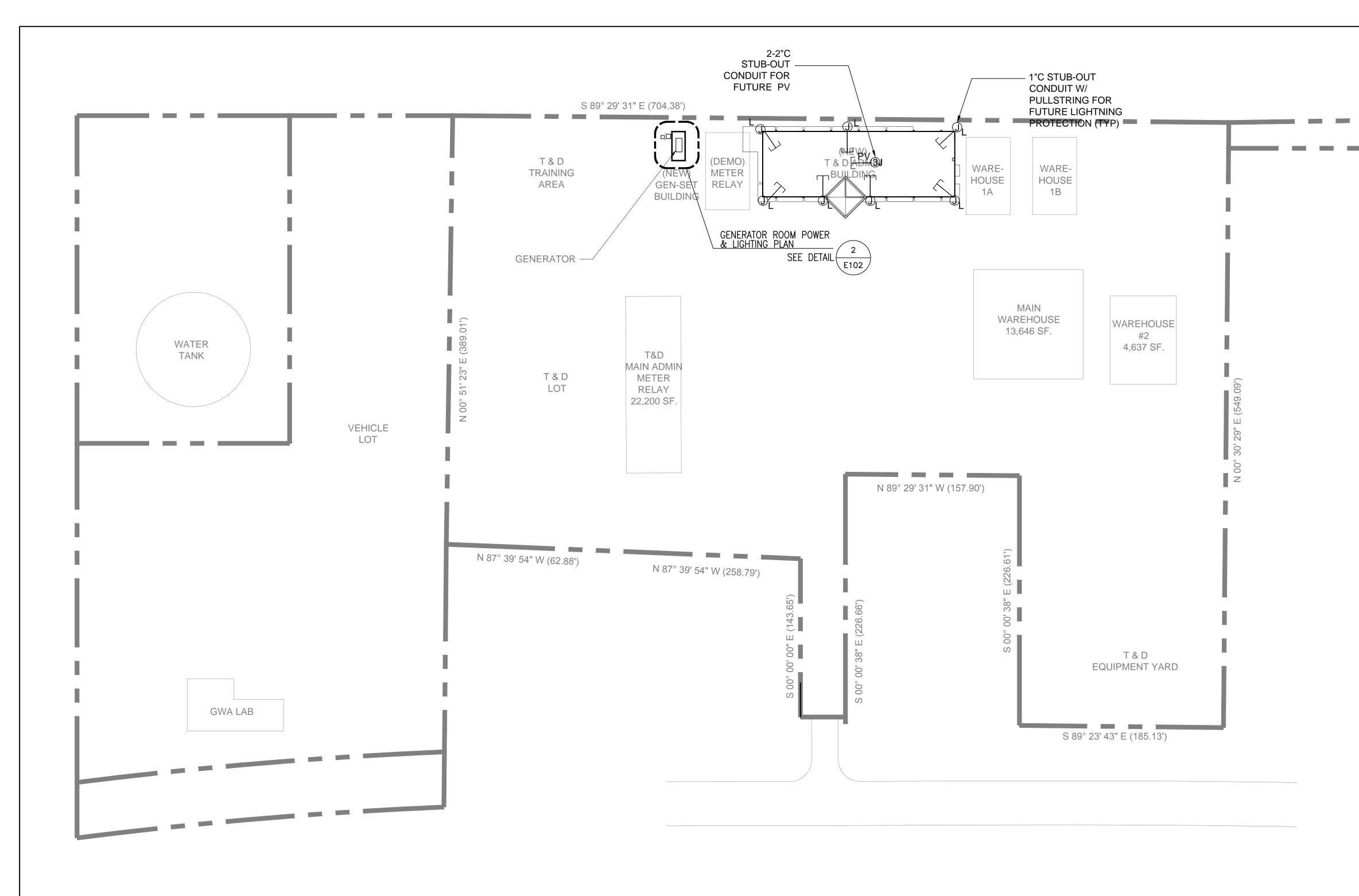
J.O. NO.

GENERAL MANAGER

AS SHOWN

15 OF 22

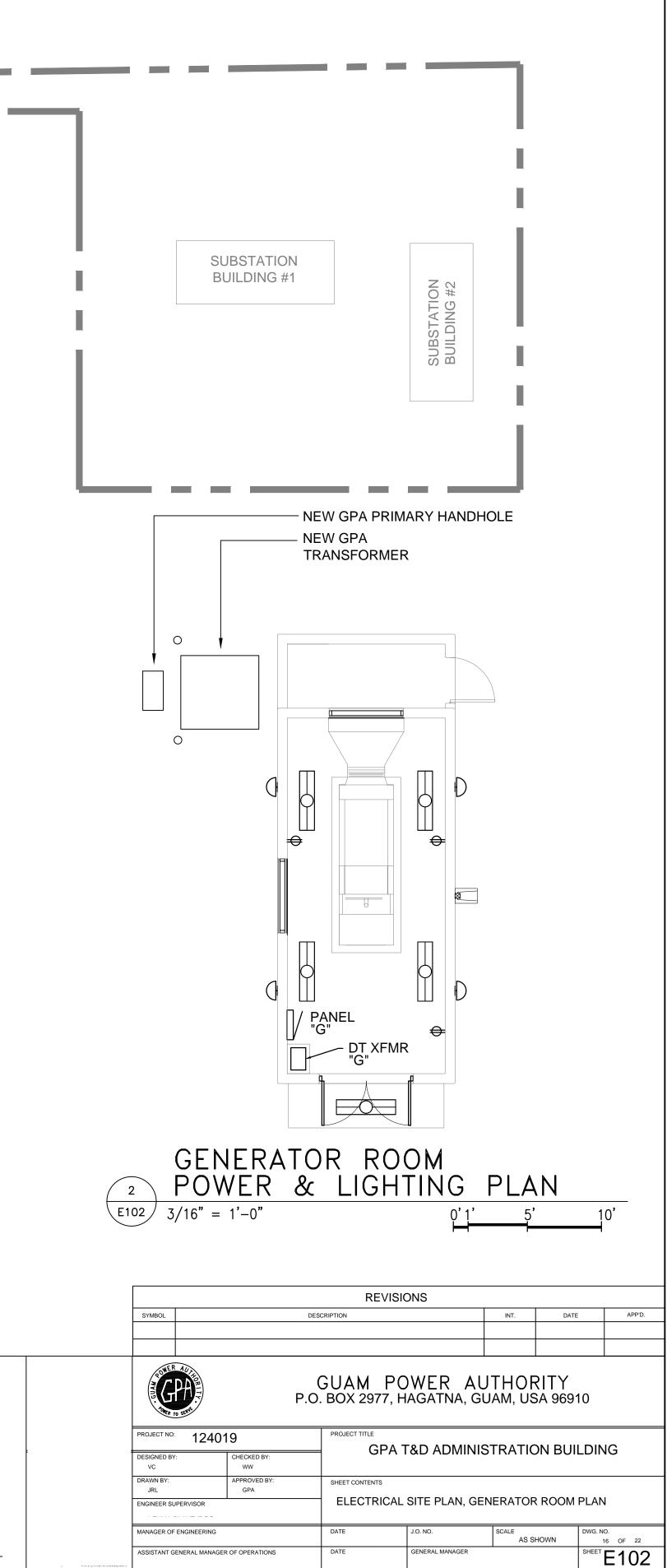
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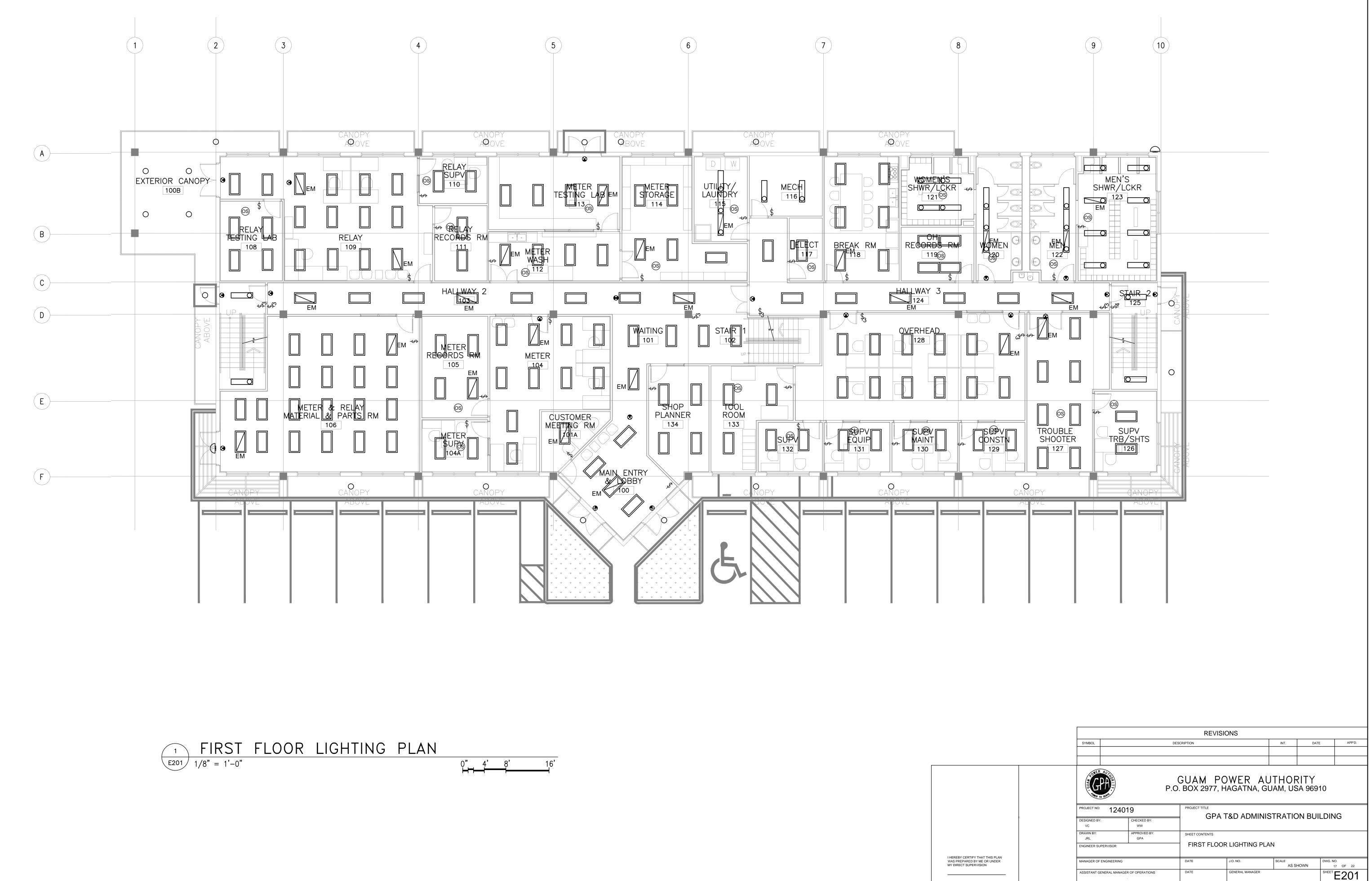


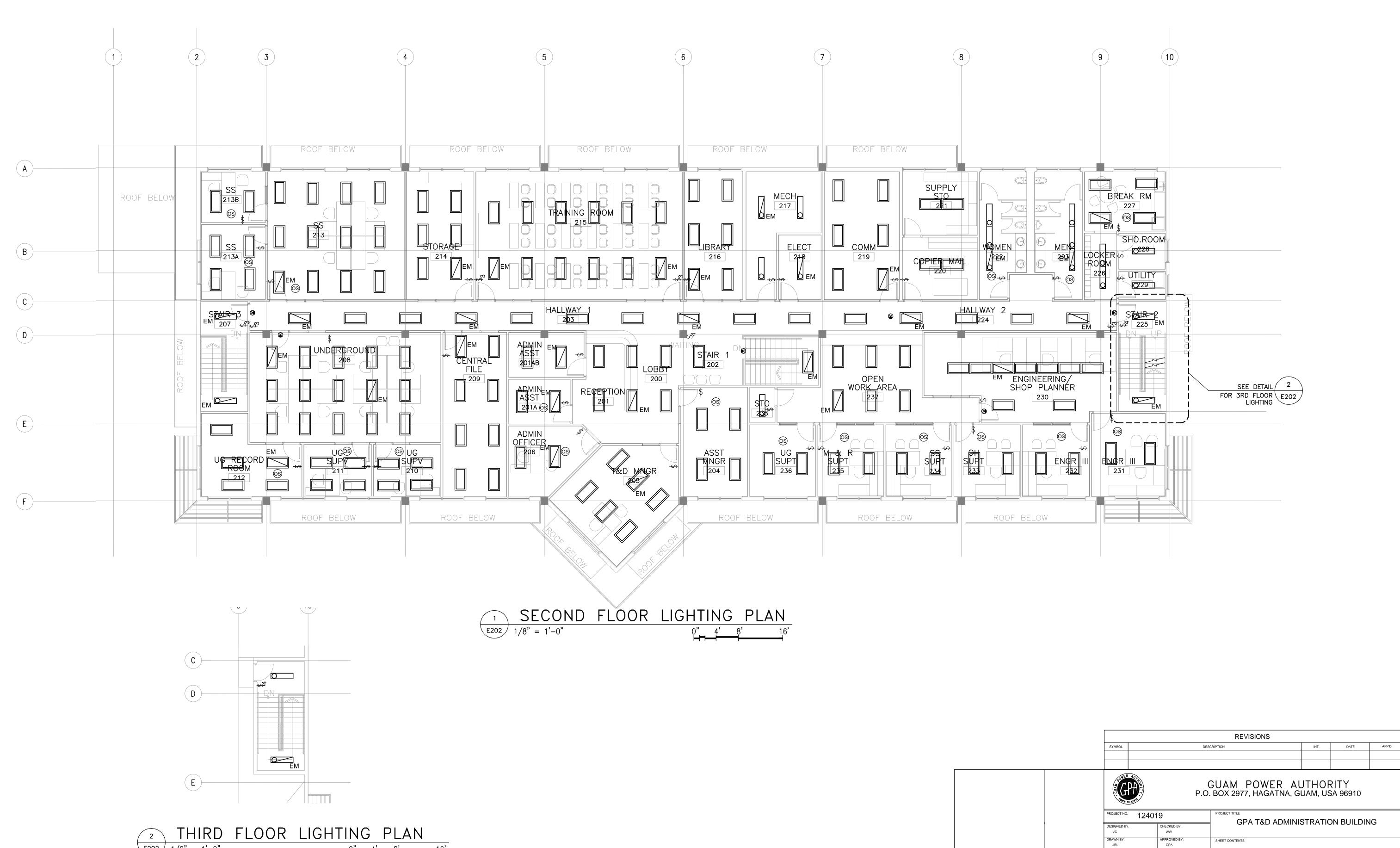




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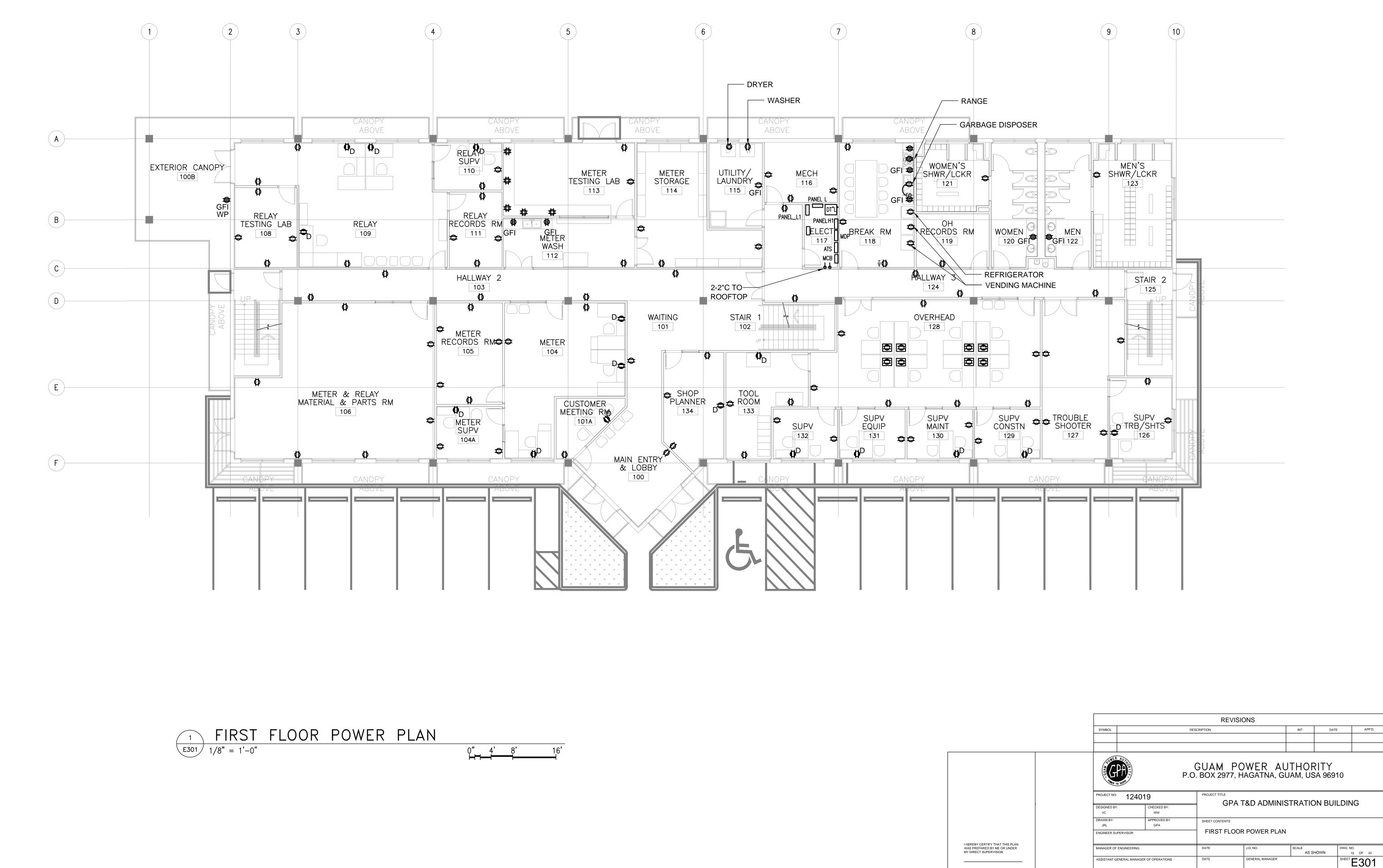






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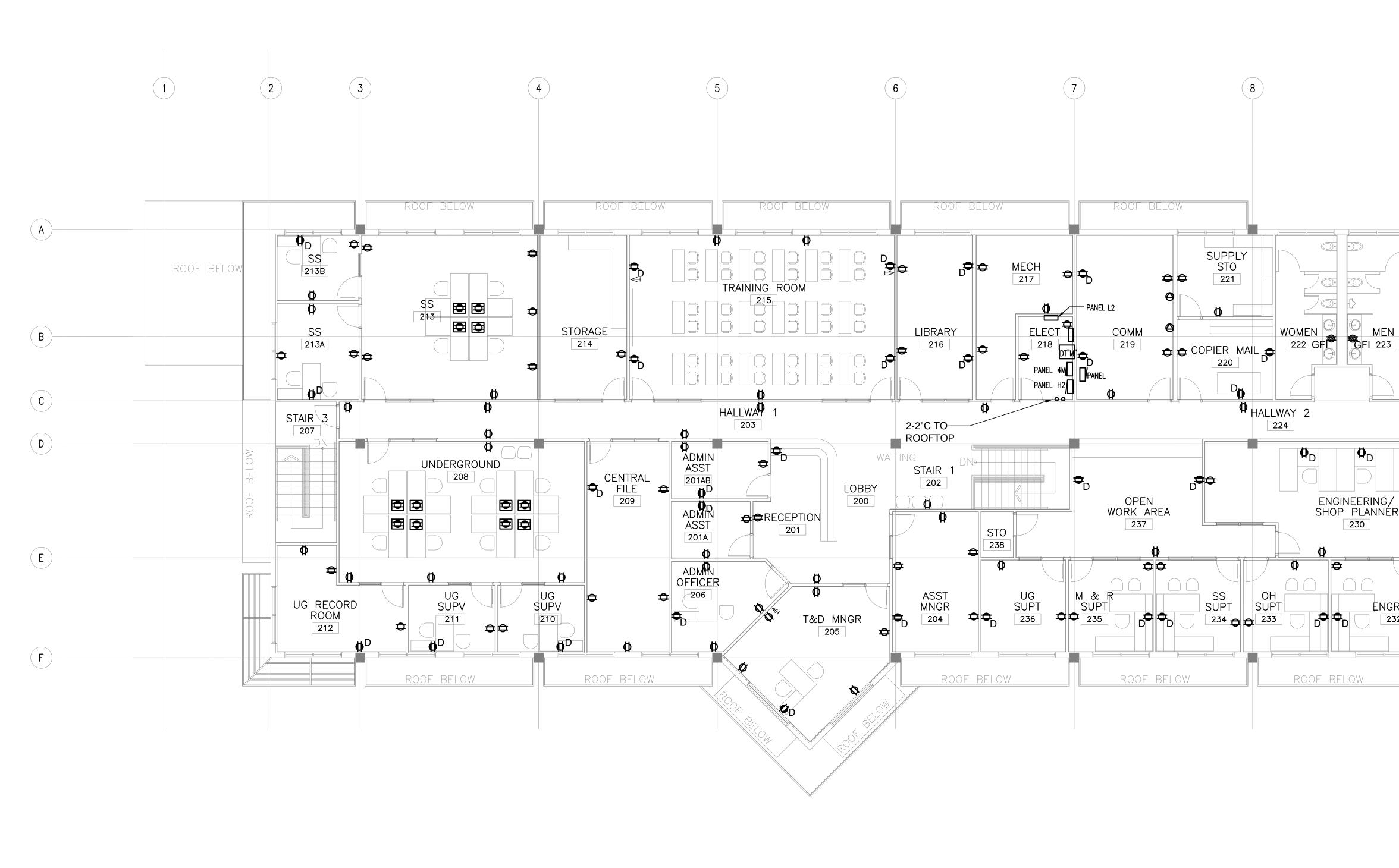
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ASSISTANT GENERAL MANAGER OF OPERATIONS

DATE

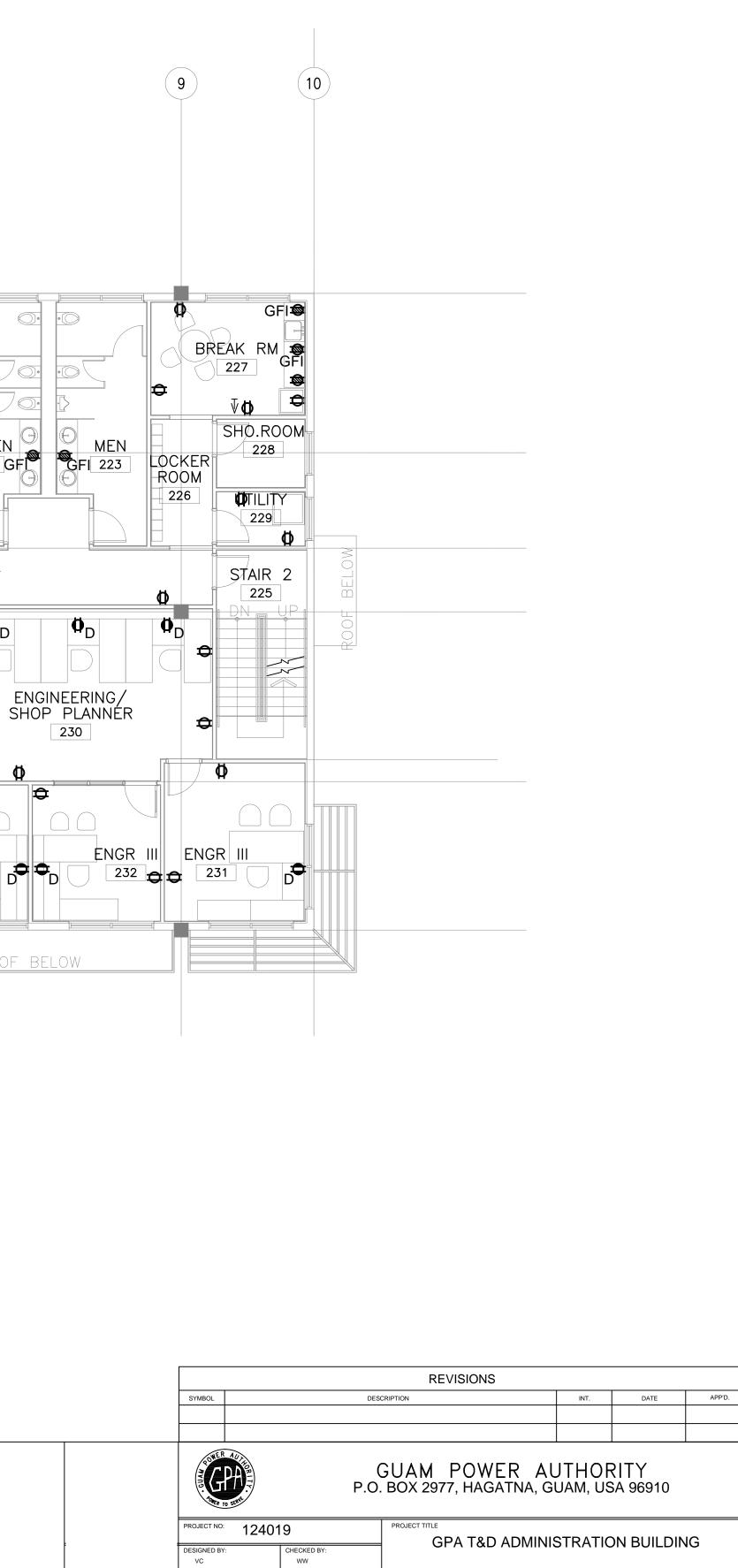
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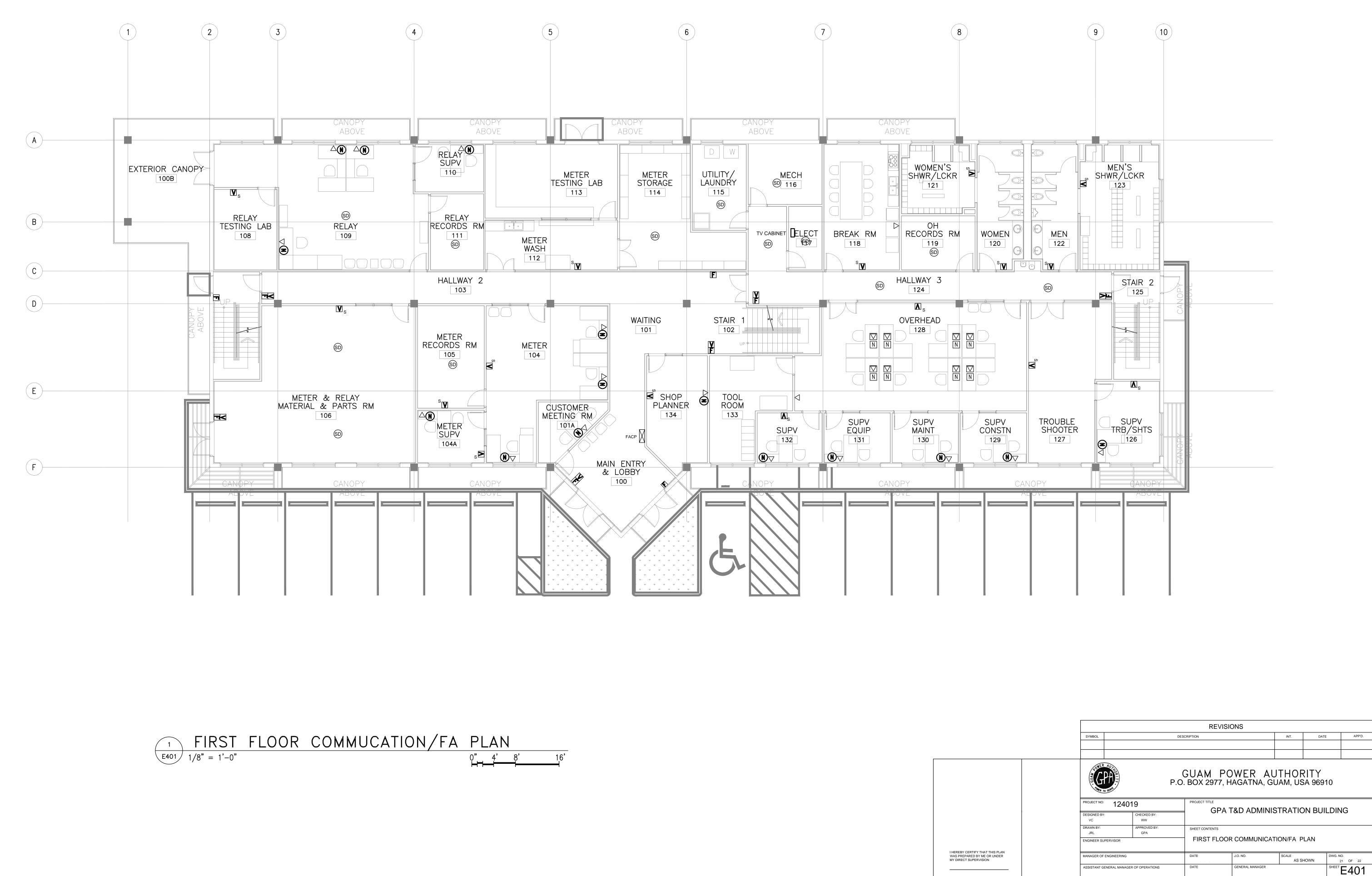


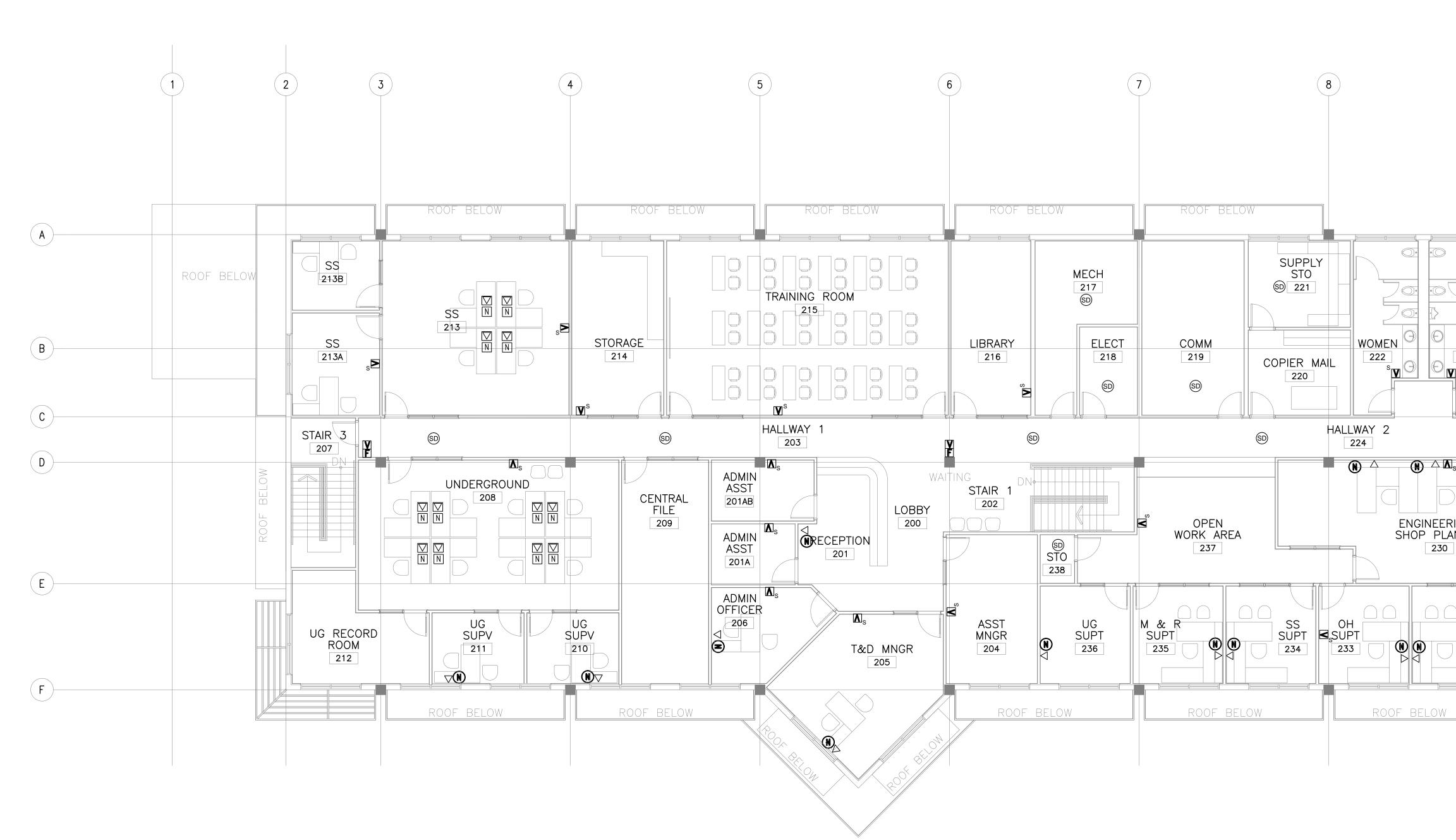
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I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION



| | PROJECT NO: 124019 | | PROJECT TITLE GPA T&D ADMINISTRATION BUILDING | | | | |
|---|---|-------------------|--|-----------------|-------------------|----------------------|--|
| - | DESIGNED BY: VC | CHECKED BY: WW | | | | | |
| | DRAWN BY: APPROVED BY: GPA ENGINEER SUPERVISOR MANAGER OF ENGINEERING ASSISTANT GENERAL MANAGER OF OPERATIONS | | SHEET CONTENTS SECOND FLOOR POWER PLAN | | | | |
| | | | DATE | J.O. NO. | SCALE AS SHOWN | DWG. NO. 20 OF 22 | |
| | | | DATE | GENERAL MANAGER | | SHEET E302 | |



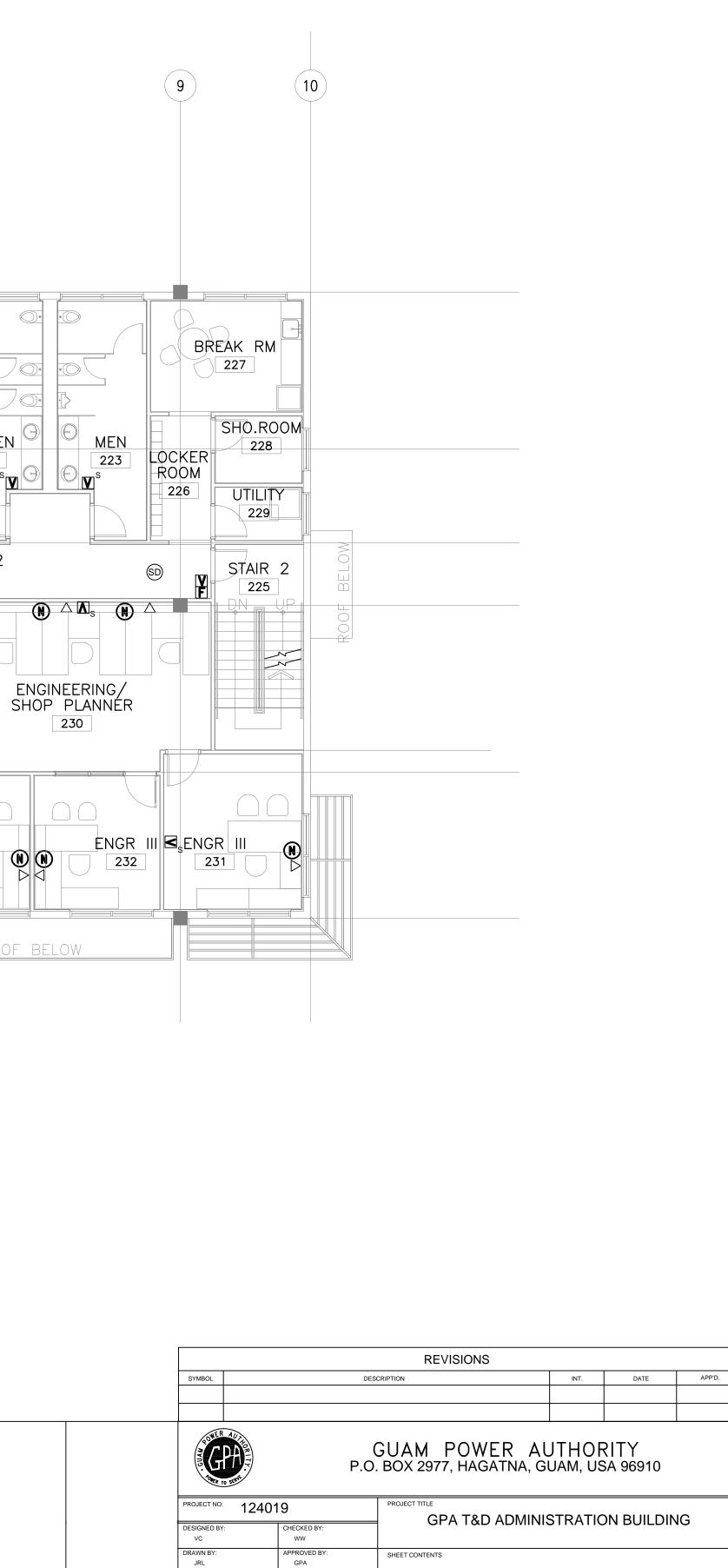




ENGINEER SUPERVISOR

MANAGER OF ENGINEERING

ASSISTANT GENERAL MANAGER OF OPERATIONS



SECOND FLOOR COMMUNICATION/FA PLAN

SCALE AS SHOWN

J.O. NO.

GENERAL MANAGER

DATE

DATE

DWG. NO. 22 OF 22

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