

**REQUEST FOR PROPOSAL
CONSTRUCTION OF NEW SCHOOL AT MARBO BASE
COMMAND IN YIGO
FINANCE, DESIGN, BUILD, MAINTAIN AND
LEASEBACK (FDBML), PART I**

PROJECT NO. 700-5-1019-L-YIG

FINANCING

**FELIX P. CAMACHO
Governor of Guam**

Prepared by:

**Department of Public Works
Government of Guam**

2005

EXHIBIT B

**CONSTRUCTION OF NEW SCHOOL AT MARBO BASE COMMAND IN
YIGO
FINANCE, DESIGN, BUILD, MAINTAIN, LEASEBACK (FDBML), PART II
TECHNICAL SPECIFICATIONS**

PROJECT NO. 700-5-1019-L-YIG

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GOVERNOR
Felix P. Camacho
LT. GOVERNOR
Kaleo S. Moylan



ACTING DIRECTOR
Lawrence P. Perez
DEPUTY DIRECTOR
Michael C. James

REQUEST FOR PROPOSAL

FOR

**CONSTRUCTION OF NEW SCHOOL AT MARBO BASE COMMAND IN YIGO
FINANCE, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDBML)
PART I AND PART II**

PROJECT NO. 700-5-1019-L-YIG

The Governor of Guam through the Department of Public Works intends to obtain school facilities through a municipal leaseback (FDBML) proposal with a maximum annual amortization of *One Million Dollars (\$1,000,000.00)* or best possible financial terms at the desired level of service to a maximum of (2) years capitalization of principal and interest payments.

A non refundable of \$500.00 is required as payment for each set of proposal documents which can be obtained at the Contracts Administration, Department of Public Works beginning _____, 2005 from Monday through Friday, excluding holidays, between 9:00 a.m. and 4:00 p.m.. A pre-proposal conference will be held at 9:00 a.m. on _____, 2005 at Chief of Engineering, Building "B", Department of Public Works.

Proposal submittals will be accepted no later than _____ at 4:00 p.m. at the Contract Administration, Department of Public Works.

LAWRENCE P. PEREZ

Acting Director

REQUEST FOR PROPOSAL

CONSTRUCTION OF NEW SCHOOL AT MARBO BASE COMMAND IN YIGO
FINANCE, DESIGN, BUILD, MAINTAIN, LEASEBACK (FDBML), PART I

FINANCING

PROJECT NO. 700-5-1019-L-YIG

I. INTRODUCTION

1. EXECUTING AGENCY

The Governor of Guam through the Department of Public Works (DPW) and with the assistance of the Guam Economic Development and Commerce Authority (GEDCA) hereby issues this Request for Proposal (RFP) for a Finance, Design, Build, Maintain and Leaseback Project (FDBML) for One (1) New Intermediate School at Marbo Base Command in Yigo.

All proposals submitted under this RFP must comply with Government of Guam requirements incorporated specifically in the FDBML invitation, or if silent in the RFP, as applicable under Guam Procurement Law, Rules and Regulations.

This solicitation for FDBML describes the scope of services required from the successful Proposer and provides instructions for the submission of proposals.

2. WHO MAY SUBMIT A PROPOSAL

Any "Developer, Contractor or Finance Company" may submit a proposal.

"Developer, Contractor or Finance Company" shall mean any COMPANY organized and operating under the laws of any state or territory of the United States and who may be subject to Guam Licensing laws. Specific information on licenses may be obtained from the Director of the Revenue and Taxation. A special purpose corporation proposal may also be a consideration.

3. PURPOSE

The successful Proposer will serve as the primary lessor of the schools for the Government of Guam.

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II. INTENT

The Governor of Guam through the Department of Public Works intends to obtain intermediate school facility through a municipal leaseback program as described in this Finance, Design, Build, Maintain and Leaseback (FDBML) project with a maximum of One million dollars (\$ 1,000,000.00) annual amortization on best possible financial terms at the desired level of service to include two (2) years capitalization of principal and interest payments. The terms and conditions of the lease shall be as determined by I Maga'lahañ Guåhan by the execution of a lease agreement; provided, however, that the lease shall mature not later than the year 2025.

III. SCOPE OF WORK

The Scope of Work for Part I- Financing is part of the criteria in which all the proposals submitted will be based on. This section will be scored based on assigned weights as indicated in Evaluation Form. The overall weight of this Part I is 70%. The Municipal Leaseback Company shall be able to perform the following:

- a. Term Sheet to include all interest charges, fees and expenses
- b. Responsiveness of Proposal
- c. Ability of the Lessor to lease to Lessee the facilities described in Technical Specifications, which is Part 1 of this Request for Proposal.
- d. Ability of Lessor to structure municipal leases from \$50,000,000 to over \$300,000,000. Please provide examples of municipal leases financed.
- e. Ability of Lessor to offer suggestions on various arrangements for service and maintenance contracts in support of the upkeep and service of the leased facility. Please provide detail on suggested payment arrangements.
- f. Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.
- g. Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally available, in the event budgetary funds become unavailable for appropriation in future years (Event of non-appropriation).

Non-Appropriation Clause (defined): In event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the

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beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.

- h. Ability of Lessor to provide 100% financing for the facility, including design, construction, maintenance and other related costs to complete the projects as per Technical Specifications.
- i. Ability of Lessor to develop a payment schedule that can be structured on an annual basis.

IV. PROPOSER QUALIFICATION

The following minimum criteria shall be met:

1. Proposer shall be a Developer, Contractor or Finance Company who may be subject to Guam Licensing Laws, however, must be licensed to do business within Guam prior to the award.
2. Proposer must have and be willing to commit sufficient staff, resources, and capital to finance, develop, perform and deliver the services required by this FDBML, in accordance with the terms and conditions specified herein.
3. Proposer must have knowledge, experience in the municipal leaseback business. Examples should be provided.
4. Proposer must have knowledge, experience in managing a municipal leases for schools or related public buildings. Examples should be provided.

V. PLEDGED GENERAL FUNDS RESERVED

The Government intends to pledge general funds reserved from the debt service savings resulting from pay off of the government of Guam's 1995 General Obligation Bond pursuant to Public Law 28-49 to Guam Public School System for the purposes of financing, design, construction and maintenance of the Education Facility, as defined in 5GCA Section 58103(e) pursuant to the lease herein.

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The amount for municipal lease and maintenance shall be a maximum of One Million Dollars (\$ 1,000,000.00) annually or best financial terms at the desired level of service for twenty (20) years.

VI. TECHNICAL SPECIFICATIONS

The Technical Specifications is a part of the criteria in which all proposal submitted will be base. This part has an overall weight of thirty (30%) percent. The technical specifications which is Part II.

VII. SPECIAL PROVISIONS

1. Indebtedness limitation.

Section 11 of the Organic Act of Guam (Section 1423a of Title 48 of the United States Code Annotated) limits the amount of "public indebtedness" of the Government of Guam to an amount "not in excess of 10 per centum of the aggregate tax valuation of the property in Guam". The intent of this RFP is that the obligation of the Government on the leases described herein not be "indebtedness" of the Government within the meaning of Section 11. Since there is, as yet, no case law in Guam creating a judicial exception to the debt limitation for financing leases, it is the intent of the Government to conduct a "validation action" to confirm that treatment prior to the signing of the lease.

VIII. GENERAL CONDITIONS

1. GENERAL INFORMATION

1.1 ISSUING OFFICER

This solicitation is issued by the Government of Guam through DPW with the assistance of GEDCA. The individual listed below is the sole point of contact from the date of release until the selection of the winning proposer:

Name:	Lawrence P. Perez
Title:	Acting Director, DPW
Department Name:	Department of Public Works
Mailing Address 1:	542 North Marine Drive Tamuning, Guam 96913

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Telephone: (671) 646-3131/646-3217/646-3117
Facsimile: (671)646-3169

1.2. CHIEF PROCUREMENT OFFICER

The Chief Procurement Officer is responsible for overseeing the RFP, including monitoring and assessing contractor performance. The Chief Procurement Officer for this RFP award is:

Chief Procurement Officer: Lawrence P. Perez
Title: Acting Director, DPW
Agency: Department of Public Works

Contact Number: (671) 646-3131/646-3217/646-3117
Fax Number: (671) 649-3169

1.3 PROPOSAL DUE DATE

Each qualified Proposer may submit only a basic proposal. Alternate proposals shall not be accepted. One (1) original and five (5) copies of the proposal shall be submitted. Proposals shall be received by DPW not later than [REDACTED] 2005. Any proposals received after this date and time SHALL NOT be accepted. The Government of Guam is not required to seek proposals for this service; it has chosen to do so in its best interest. The Government of Guam reserves the right to seek new proposals when such is reasonably in the best interest of the government.

1.4 INCURRED EXPENSES

Any costs incurred by Proposers in preparing or submitting a proposal are at the Proposers' sole responsibility.

1.5 DISQUALIFICATION OF PROPOSAL

DPW and GEDCA reserves the right to consider for award only those proposals submitted in accordance with all requirements set forth in this solicitation. Any proposal offering any other set of terms and conditions, or terms and conditions contradictory to those included in this FDBML, may be disqualified without further notice.

1.6 CANCELLATION OF FDBML

This solicitation may be canceled and any or all proposals may be rejected in whole or in part, when it is deemed to be in the best interest of the Government of Guam.

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1.7 ADDENDUM AND AMENDMENT TO RFP

If it becomes necessary to revise or amend any part of this RFP, the Government of Guam furnish a revision by written Addendum to all prospective Proposers who received an original RFP. It will be the responsibility of the Proposer to contact the Contract Administration at the Department of Public Works prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return the executed addenda with the proposal.

1.8 HOLD HARMLESS

The successful Proposer shall agree to release, indemnify and hold harmless the Government of Guam from and against any and all liabilities, claims, suits, damages, charges of expenses (including attorney's fees, wether at trial or appeal) which the Government of Guam may suffer, sustain, incur in any way subjected to by reason of or as a result of any act, négligence or omission on the part of the successful Proposer, its agents or employees, in the execution or performance of the obligations assumed under, or incidental to, the contract into which the successful Proposer and the Government of Guam will enter, except when caused solely by the fault, failure or négligence of the Government of Guam will enter, except when caused by the fault, failure or négligence of the Government of Guam, its agents or employees.

1.9 PROPOSAL BINDING

All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

- 2.1 To ensure fair consideration for all proposers, the Department of Public Works prohibits prospective proposer's communication with any department employee during the submission process. Questions relative to interpretation of specifications or the proposal process shall be addressed to the Department of Public Works during the second pre-proposal conference. Additionally, the Department of Public Works prohibits communications initiated by a proposer with any Government of Guam Official or employee evaluating or considering the proposals prior to the time an award decision has been made, except as initiated by the appropriate Department of Public Works official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communication so initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

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3. CONTENT OF PROPOSAL

3.1 Proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's ability to fulfill requirements of the proposal. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner:

3.1.1 Title Page. Type the name of proposer's agency/firm, address, telephone number (s), name of contact person(s), date and title of the RFP. The Proposer shall use the exact legal name, as registered or to be registered with the Department of Revenue and Taxation, in the appropriate space(s), in the RFP Submission Packet.

3.1.2 Table of Contents. Include a clear identification of the written material by section and by page number

3.1.3 Response to Proposal. Specifically state the proposer's understanding of the work to be accomplished and make a positive commitment to perform the work to include each section addressed in the RFP.

3.1.3a Please provide a brief overview of your firm, including a description of capital, credit ratings and experience.

3.1.3b Please include your firm's proposed structure in detail, as well provisions for extension of maturity or roll-over, or any other hypothetical scenario.

3.1.3c Provide a preliminary term sheet or similar format outlining the terms and conditions of the proposed lease agreement including interest rates.

3.1.3d Discuss the estimated time line for the issuance of this lease and describe your firm's ability to conduct this transaction in a timely matter. Please feel free to outline certain variables such as credit committees, and their effects, if any, on the terms and conditions of the financing.

3.1.3e Please include your firm's two (2) years latest audited financials.

3.1.3f Please describe any other terms and conditions required by your firm, in regards to this financing.

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3.1.3g Organizational Chart. Indicate the principal personnel that would be available to GEDCA and the government, as well as describe their experience and responsibilities for this financing.

3.1.3h See attached Insertion

3.1.4 References. Include a reference list of at least FIVE (5) clients to whom proposer has provided services similar to those being proposed to the INSERT JURISDICTION. This list will include the following information:

Name of Client:

Date of Services:

Address:

Contact Person:

Telephone Number(s):

3.1.5 General Statement of Experience. Include a written statement of experience in financing, providing and managing similar services. If the proposer does not possess an experience similar to the services required, proposer shall provide any pertinent information or experience Proposer may feels may qualify for consideration of award.

3.1.6 Operational Plan. Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the proposer. This description should fully and completely demonstrated the intended methods for servicing the requirements. This plan should specifically identify obligations of the Government of Guam (e.g. financing, design, construction, maintenance, services and operational requirements) upon which the proposed plan is contingent. Proposers are encouraged to provide any other pertinent information which will assist the Government of Guam in evaluating the proposed method of operation.

3.1.7 TERMS OF PAYMENTS

3.1.7a The Government of Guam through the DPW shall pay the Developer or Finance Company, on an annual basis, for all lease payments due in accordance to the terms of the contract.

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- 3.1.7b All payments shall be made in accordance with, subject to, applicable provisions of §22505 of Chapter 22 of Title 5 of the Guam Code Annotated.
- 3.1.7c The Developer or Finance Company shall submit one (1) annual invoice, in original form, for lease payments due. The Government of Guam shall have thirty (30) calendar days after receipt of the invoice to make payment.
- 3.1.7d Non-Appropriation Clause : In event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rental's provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.
- 3.1.7e If the Government fails to perform as lessee under the lease or decides not to appropriate lease payments. Consequently, if the lessee take possession of the building investors or the trustee will typically be permitted to operate the financed facility for a period of time specified in the ground lease. However, once the term of the ground lease expires, the Government Body is entitled to repossession of the site together with all improvements on the site free and clear of any interest of the investors or a trustee on their behalf.
- 3.1.7f If the Government of Guam loses the use of the leased facility under certain circumstances, lease payments will be made only during the times DPW has full use of the leased facility. This will result in partial lease payments for the entire contract period.
- 3.1.8 Proposer's Affirmation and Declaration. Complete and have notarized the Proposer's Affirmation and Declaration form provided in the RFP Package. An authorized representative of the firm must sign this form as defined in 3.1.9 below.

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In addition, the affidavit shall contain the name address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall contain the amounts of any such commission, gratuity or compensation. the affidavit shall be open and available to the public for inspection and copying. Failure to submit the affidavit concerning commissions paid shall be deemed non responsive and cause for rejection upon receipt of the proposal.

3.1.9 Proposal Signature form. An authorized representative of the firm as defined below must sign this form:

When a proposer is a corporation, the president or vice president signing shall set out the corporate name in the full beneath which he/she shall sign his/her name and give the title of his/her office. The proposal shall also bear the seal of the corporation attested by its corporate secretary.

When the proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and authority of the person signing shall also be given.

When the proposer is an individual or sole proprietorship, the proposal shall be sign by the individual owner stating name and style under which the proposer is doing business.

If the proposer is doing business under a fictitious name, the proposer must submit a copy of Certificate of Registration.

When the proposer is a joint venture, each joint venture must sign the proposal as herein above indicated.

- 3.2 Each proposal submitted will be graded and evaluated based on the combined total weighted score of Parts I and II. Part I has a weight of 70%. Part II has a weight of 30%. Each proposal submitted will be evaluated using Evaluation Form.
- 3.3. Only after the qualifying of the proposals will discussions begin.
- 3.4 The basis for the negotiations will be the leaseback program proposed by the highest rated proposer based on the evaluation .

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4. EVALUATION OF PROPOSALS

4.1 A Proposal Evaluation Board will be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria set forth in this RFP. All proposals submitted will be evaluated by the evaluation board and will be ranked by the criteria provided in this RFP, including the following:

- a. Term Sheet to include all interest charges, free and expenses.
- b. Responsiveness of Proposal
- c. Ability of the Lessor to lease to Lessee the facilities described in Technical Specification, Part II of this Request for Proposal.
- d. Ability of Lessor to structure municipal leases from \$50,000,000 to over \$300,000,000. Please provide examples of the municipal leases financed.
- e. Ability of Lessor to offer suggestions on various arrangements for service and maintenance contracts in support of the upkeep and service of the leased facility. Please provide detail on suggested payment arrangements.
- f. Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.
- g. Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally available, in the event budgetary funds become unavailable for appropriation in future years (Event of non-appropriation).
- h. Ability of Lessor to provide 100% financing for the facility, including design, construction, maintenance and other related costs to complete the projects as Technical Specifications, which is Part II. Please provide examples of experience involved in similar financing.
- i. Ability of Lessor to develop a payment schedule that can be structured on an annual basis. Please provide example of

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payment scenario.

- j. Company's Experience: Company history, organization and experience in design, construction, maintenance as per required in the RFP.
 - k. Resources and Availability: Architectural-Engineering designers, consultant, construction managers, contractors, sub-contractors, quantity of personnel, equipments that will assigned to projects as per required in the RFP.
- 4.2 The evaluation committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any requirements may disqualify a proposal.
- 4.3 Proposals will be evaluated and rated based on the criteria stated in the RFP, including but not limited to the following:
- 4.3.1 Responsiveness of the Proposal to perform the scope of work.
 - 4.3.2 Ability, capacity, and skill of the Proposer to perform the scope of work.
 - 4.3.3 Experience of the business and individual members of the business in accomplishing similar services.
 - 4.3.4 Responses of the client references.
 - 4.3.5 Such other information that may be required or useful in fateful performance of the contract.

The Evaluation Form included as the last page of this RFP will be used as a guideline for the review board.

- 4.4 The Government of Guam reserves the following rights to:
- 4.4.1 Conduct pre-award discussion and/or pre-award/contract negotiations with any or all responsive and responsible proposers who submit proposal determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection; and make investigations of the qualifications of the proposers as it deems appropriate, including, but not limited to, a background investigation.
 - 4.4.2 Request that proposer(s) modify their proposal to more fully meet the needs of the Government of Guam or to furnish additional

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information as the Government of Guam may reasonably require.

- 4.4.3 Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. such revisions may be permitted after submission of proposals and prior to award.
- 4.4.4 Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.
- 4.4.5 Process the selection of the successful Proposer without further discussion.
- 4.4.6 Financial Statements. The Government of Guam reserves the right to request the proposers submit their annual financial statements for the last three (3) fiscal years, including company financial statement summaries, cash flow, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three (3) years, proposer may required to submit a detailed business plan in addition to any pertinent information that would allow the Government of Guam to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such request would be made after the submissions of the proposals and prior to award of a contract.

- 4.5 Each proposal submitted will be graded and evaluated based on the combined total weighted score of Parts I and II. Part I has a weight of 70%. Part II has a weight of 30%. Each proposal submitted will be evaluated using the attached Evaluation Forms.
- 4.6 The basis for the negotiations will be the leaseback program proposed by the highest rated proposer based on the evaluation.

5. CONTRACT REQUIREMENTS

5.1 Basis of Award.

A contract will be awarded to the most responsible and responsive proposer whose proposal meets the needs of the Government of Guam to the best degree.

5.2 Controlling Terms and Conditions

The project award shall consist of its terms and conditions, this FDBML, and

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the RFP Submission Packet forms. If any provision of the RFP Submission Packet forms conflicts with those of the FDBML, then the terms of the FDBML shall control. If terms and conditions of the GENERAL CONDITIONS of this FDBML conflict with those of the SPECIAL PROVISIONS, then the terms and conditions of these GENERAL CONDITIONS shall control. If the terms and conditions of the TECHNICAL SPECIFICATIONS (Part II) conflict with those of the SPECIAL PROVISIONS or the GENERAL CONDITIONS, then the terms and conditions of the TECHNICAL SPECIFICATIONS shall control.

5.3 Contract Term

The period of the contract shall be for a period of twenty (20) years include a maximum (2) years capitalization of the principal and interest payments.

5.4 Award Termination

When deemed to be in best interest of the Government of Guam, the Government of Guam may cancel any award resulting this specification by the following means:

- a. Ten (10) days written notice with cause; or
- b. Three Hundred Sixty Five (365) written notice without cause.

5.5 Addition/Deletion

The Government of Guam reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the interest of the Government of Guam.

5.6 Assignment

No proposer shall assign his proposal or any rights or obligations hereunder without the written consent of the Government of Guam. In the event of such approved subcontracting, the Developer, Contractor, Financier agrees to provide the Government of Guam with written documentation relative to the subcontractor(s) employed with this contract.

5.7 Proposal Prices

Prices quoted in the proposal shall include any and all shipping costs, shipped C.I.F. Guam, or to the facility location specified by the Contracting Officer or the Contract Agreement.

All taxes of any kind and character payable on account of the work done and

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materials furnished under the contract shall be paid for by the contractor, developer, financier and shall be deemed to be included in the proposal.

Proposal prices include all royalties and cost arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the Government of Guam, its officers, agents and employees from any and all claims fro infringement by reason of the use of any such patented design, tool material, equipment or process, to be performed under the contract, and shall indemnify the Government of Guam, its officers, agents, employees for any costs, including litigation costs and attorney's fees through the appellate process, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

5.8 Payment Method and Schedules

Payments will be made by the Government of Guam after receipt and acceptance of proper invoices and processing time specified in Section VIII-General Conditions, par. 3, sec. 3.1.7 Terms of Payment. The Contractor, Developer, Financier should have the ability to guarantee operations for this period of time. The Government of Guam does not pay service charges or interest on late payments, except in accordance with the law.

5.9 Default/Re-award

Any contract resulting from this specification may be cancelled by the Director of Public Works, in whole or in part by a written notice of default to the Contractor, Developer, Financier upon non-performance or violation of contract terms, including the failure of the Contractor, Developer, Financier to deliver materials within the time stipulated in this specifications, unless extended in writing by the Director of Public Works. In the event the contract is cancelled because of the default of the Contractor, Developer, Financier, the Director of Public Works may:

- (i) Purchase the materials or services specified in this specification on the open market; or
- (ii) Make an award to the next best proposer and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

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VI Bidder's Affirmation and Declaration

Before me, the under signed authority who is duly authorized by the law to administer oaths and take acknowledgments, personally appeared

AFFIANT'S NAME

Who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the proposer in the matter at hand, as follows:

1. That the Proposer, if an individual, is of lawful age.
2. That if the Proposer is a partnership or a corporation, it has been formed legally and it is duly authorized to do business in Guam.
3. That if the bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of Guam and the United States of America.
4. That the Proposer has not submitted a rigged Bid, nor engaged in collusive bidding arrangement or fraudulent bidding, or corporation making a bid for the same purpose. The Proposer is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that awarding of any contract (s) is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract let under such circumstances invalid".
5. That the Proposer is not in arrears to the Government of Guam upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Government of Guam.
6. That no officer or employee of the Government of Guam, either individual or through any firm, corporation or business of which that no officer or employee of the Government of Guam, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or obligation entered into between the Government of Guam and this Proposer or award this Proposer; nor shall any Government of Guam officer or employee have any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract or obligation of this Proposer.
7. That, by submitting this bid, the Proposer certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

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FORM OF NON-COLLUSION AFFIDAVIT

AFFIDAVIT

(Prime Bidder)

GUAM)ss

_____, being first duly sworn, deposes and says:

that he is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing bid, that such bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Government of Guam or any other bidder, or to secure any advantage against the Government of Guam or any person interested in the proposed contract; and that all statements in bid are true.

Signature of

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

Subscribed and sworn to before me

this _____ day of _____, 20_____.

NOTARY PUBLIC
My commission expires _____, 20_____.

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

GUAM)ss.

I, the undersigned, _____, being first
(a partner or officer of the company of, etc., state position)
 duly sworn, deposes and says:

1. That the persons who have held more than ten percent (10%) of the company's shares during the past twelve months are as follows:

Name	Address	Percentage of Shares Held
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total Number of Shares: _____		

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

Name	Address	Amount of Commission, Gratuity or Other Compensation
_____	_____	_____

Further, affiant sayeth naught.

Date: _____

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

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

By: _____

Notary Public: _____

In and for the Territory of Guam

My Commission expires on: _____

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Project Name
 Project No.

TALLY FORM

Consultant	Percentage / Grade (Points)					Total Percentage / Grades (Points)	Remarks
	A	B	C	D	E		

CONCURRED BY:

Evaluator "A"
 (Name)
 (Title)
 (Dept.)

Evaluator "B"
 (Name)
 (Title)
 (Dept.)

Evaluator "C"
 (Name)
 (Title)
 (Dept.)

Evaluator "C"
 (Name)
 (Title)
 (Dept.)

Evaluator "E"
 (Name)
 (Title)
 (Dept.)

WITNESSED BY:

(NAME)
 (Title)
 (Dept.)

(Name)
 (Title)
 (Dept.)

REQUEST FOR PROPOSAL

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EVALUATION FORM

Project Name: _____

Project No.: _____

Consultant Name: _____

Name of Evaluator "A": _____

Department: _____

Section: _____

Municipal Leasing and Financing Proposal, Part I				
Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
a.	Term Sheet to include all interest charges, fee and expenses	10		
b.	Responsiveness of proposal.	10		
c.	Ability of Lessor to lease to Lessee the facilities described in the Technical Specification, Part II of the RFP.	15		
d.	Ability of Lessor to structure municipal leases from \$50,000,000.00 to over \$300,000,000.00. Please provide examples of the leases financed.	5		
e.	Ability of Lessor to offer suggestions on various arrangements for services and maintenance contracts in support of the upkeep and service of the lease facility. Please provide detail on suggested payment arrangement scenario.	10		
f.	Ability of Lessor to allow the purchase of the leased school facility by Lessee at any time during the lease period. Please provide detail on pre-payment arrangement scenario.	2		

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Municipal Leasing and Financing Proposal, Part I

Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
g	<p>Ability of Lessor to allow Lessee to cancel the lease obligation, without penalty, at the end of the current fiscal year in which appropriations were last budgeted, or otherwise made legally available, in the event budgetary funds become unavailable in future years.(Event of non appropriation).</p> <p>Non-Appropriation Clause (defined): In the event that sufficient funds (a) are not appropriated by the governing body of the Government Body prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals payable during such Renewal Term, or (b) are otherwise not legally available for such purpose, then an Event of Non-appropriation shall be deemed to have occurred. If an Event of Non-appropriation shall occur, the Government Body shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term during which such Event of non-appropriation occurs, except for the Government Body's obligation to pay Rentals which are payable prior to the termination of the Lease.</p>	5		
h	<p>Ability of Lessor to provide 100% financing for the facility, including design, construction, maintenance and other related costs to complete the projects as per required in the RFP. Please provide examples of experience involved in similar financing.</p>	10		
i	<p>Ability of Lessor to develop a payment schedule that can be structured on an annual basis. Please provide example of payment scenario.</p>	3		
Total percentage/points for the Municipal Leasing and Financing, Part I				

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Technical Specifications, Part II				
Item No.	Evaluation Criteria	Percentage %	Grade Points	Remarks
j.	Company's Experience: Company history, organization and experience in municipal leasing, design, construction, maintenance as per required in the RFP.	15		
k.	Resources and Availability: Architectural-Engineering designers, consultant, construction managers, contractors, subcontracts, quantity of personnel, equipments that will be assigned to projects as per required in the RFP.	15		
Total percentage/points for the Technical Specifications, Part II				
Total percentage/points for the Municipal Leasing and Financing, Part I and Technical Specifications, Part II				

Note: If necessary, those firms placed on a "short list" after review of technical, management, financial background and references, shall be personally interviewed. At this time each proponent shall be expected to introduce each Project Manager and Technical Manager proposed for the project. The Project Manager shall verbally review their technical plans and strategy for completing the work proposed.

Evaluator "A" Signature

Date

REQUEST FOR PROPOSAL

Construction of New School at Marbo Base Command in Yigo
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INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF PROPOSAL

Sealed bids in five (5) sets, will be received by the Department of Public Works at the Contracts Section Administrative Services until _____ 2005.

Bids shall be made on the forms furnished by the Department of Public Works and shall be enclosed in a sealed envelope addressed to the Director of Public Works, Government of Guam, 542 North Marine Drive, Tamuning, Guam 96913 and endorsed with the name of the bidder and the title "**Construction of New School at Marbo Base Command in Yigo, Finance, Design, Build, Maintain, Leasback (FDBML)**".

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

2. TIME OF COMPLETION

The Contractor shall commence work on the date specified in the Notices to Proceed. The design phase shall be completed within **forty five calendar days (45)** and construction phase shall be completed within **ninety (90) calendar days**, complete and ready for use. In the event the Contractor does not complete the work within the time specified, liquidated damages will be assessed as per par. 5.9, under Financing, Part I of FDBML.

3. PLANS AND SPECIFICATIONS

This Request for Proposal for bids consists of the following documents:

- a) Request for Proposal Documents
 1. Request for Proposal
 2. Instructions to Bidders

- b) Bid Submittal Documents for Request for Proposal, Part II
 1. Bid
 2. Bid Form

INSTRUCTIONS TO BIDDERS

Construction of New School at Marbo Base Command in Yigo
Project No. 700-5-1019-L-YIG

4. NON-COLLUSION AFFIDAVIT

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

5. RIGHT TO ACCEPT AND REJECT BIDS

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

6. METHOD OF AWARD

- a) The contract will be awarded to the most responsible and responsive bidder/proposer whose proposal meets the needs of the Government of Guam to the best degree.

7. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

The bidder, offeror or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 11-206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

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

The bidder, offeror or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act.

9. DISCLOSURE OF MAJOR SHAREHOLDERS:

- a) As a condition of bidding, any partnership, sole proprietorship or corporation

INSTRUCTIONS TO BIDDERS

Construction of New School at Marbo Base Command in Yigo
Project No. 700-5-1019-L-YIG

doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12)-month period immediately preceding submission of a bid. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12)-month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. **Failure by any bidder to submit the affidavit concerning commissions paid shall be deemed non responsive and cause for rejection of the bid upon bid opening.**

10. MISCELLANEOUS:

1. Prohibited Interests

(a) No member of or Delegate to Congress or Resident Commissioner or Governor's Office or Lieutenant Governor's Office or Employees of the Government of Guam and their relatives or immediate family members, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(b) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Government of Guam authorized to exercise any legislative, executive supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

INSTRUCTIONS TO BIDDERS

Construction of New School at Marbo Base Command in Yigo
Project No. 700-5-1019-L-YIG

**CONSTRUCTION OF NEW SCHOOL AT MARBO BASE
COMMAND IN YIGO
FINANCE, DESIGN, BUILD, MAINTAIN, LEASEBACK (FDBML),
PART II
TECHNICAL SPECIFICATIONS**

PROJECT NO. 700-5-1019-L-YIG

**FELIX P. CAMACHO
Governor of Guam**

Prepared by:

**Department of Public Works
Government of Guam**

2005

**CONSTRUCTION OF NEW SCHOOL AT MARBO BASE
COMMAND IN YIGO
FINANCE, DESIGN, BUILD, MAINTAIN, LEASEBACK (FDBML),
PART II
TECHNICAL SPECIFICATIONS
PROJECT NO. 700-5-1019-L-YIG**

**FELIX P. CAMACHO
Governor of Guam**

Prepared by:

**Department of Public Works
Government of Guam**

2005

APPROVED BY:

**LAWRENCE P. PEREZ
Acting Director**

Request for Proposal
Construction of New School at Marbo Base Cammand in Yigo
Finance, Design, Build, Maintain, Leaseback (FDBML), Part II

TECHNICAL SPECIFICATIONS

Project No. 700-5-1019-L-YIG

GENERAL STATEMENT OF WORK

I. INTRODUCTION

This Statement of Work describes the Scope of Work required of the Proposer's design team in providing the architectural and engineering services for the preparation of reports, plans, specifications, and estimates (PS&E) and other supporting data for the construction of new high school. This also provides the schedules for the different tasks, items to be submitted by the Consultant and other contractual obligations of the Government and the Proposer.

II. PROJECTS DESCRIPTIONS AND LOCATIONS

The project involves the preparation of an Environmental and Archeological Assessments; Plans, Specifications & Estimates (PS&E); and other supporting documents for the construction of the new high school.

Tasks 1 and 2, (Assessments and Conceptual Plans) of the Project involves those investigative and study requirements, which must be undertaken to adequately assess the existing condition of the site and form the basis of subsequent design activities. It also involves the development of Conceptual Plans, at least two concepts for the new high school.

Tasks 3, 4, and 5 (Preliminary, Pre-Final, and Final PS&E) of the Project involves the development of Preliminary PS&E incorporating comments and decisions resulting under Tasks I and II. Tasks III and IV work will further refine the various elements of the PS&E and incorporate all review comments by the reviewing agencies. Task V is the final construction plans.

The location of the new school will be at Marbo Base Ccmmand in Yigo of Guam's public schools identified in the DOE ten year facilities capital plan.

III. SCOPE OF WORK

The Design Team shall provide the archeological, environmental, architectural and engineering services for the different tasks described below and furnish the required reports and PS&E's for the schools.

GENERAL STATEMENT OF WORK

Construction of New School at Marbo Base Command in Yigo
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All entry permits in conjunction with the services shall be the responsibility of the design team/offeror. Right of entries to government lands will be provided by DPW.

The design team shall coordinate his work with the agencies, Local or Federal, having jurisdiction in permit review and approval. It shall be the responsibility of the design team to ensure that all requirements of the new schools conform to the requirement of Federal and Local laws.

Progress review meetings shall be held monthly to review progress and discuss any design issues or problems. The meetings shall be held at the firm's office or Public Works office on a mutually agreed schedule.

TASK 1. Site Evaluation

1A. Environmental Assessment:

Conduct an environmental assessment of the existing physical and biological conditions of the school sites and its vicinity. An environmental report shall be prepared separately for the new high school.

The design team shall evaluate physical factors such as environmental constraints of the proposed development. The Environmental Assessment shall be complete and subject to review and approval by the Guam Environmental Protection Agency and U.S. Environmental Protection Agency.

Possible Environmental Concerns at New Schools Sites:

- A. Northern groundwater lens. Storm runoff resulting within the school property must be contained within the site with the use of ponding basins or underground infiltration cells.
- B. Radon gas arising from coral rock substrate. Design of buildings must incorporate protective measures from toxic radon gas.
- C. Water wells with chlorinators.

Proposer must plan for the management of solid wastes generated, including disposal of green waste from clearing of vegetation on sites and debris from demolition of buildings and construction. A demolition and disposal plan for sites requiring demolition shall be prepared and submitted for approval. The plan shall address the type of solid waste materials generated and their proper disposal. Recycling and reuse of waste generated is encouraged.

All school's design should follow facilities design that encourage recycling of solid waste and reuse efforts as part of school operations.

Environmental assessment reports shall be prepared separately for each class of school addressing the items listed above to include maps, data sheets, tables, (check) list, graphs,

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photographs, references, and other documentation to support the findings and environmental mitigation measures.

Ten copies of the environmental assessment reports shall be submitted.

1B. Archeological Assessment.

Historic Resources Division of the Department of Parks and Recreation confirmed that none of the properties slated for the new schools have recorded archeological and historical sites in their site inventory. The northern sites, ie. Adacao, Liguán, Batulu, Astumbo, Luayao and Wettengel are in area of the island that is usually sparse in terms of archeological sites, with limited distribution of pottery scatters being the dominant site type.

For the **Northern Sites** an Inventory level survey and report will be required.

This involves archeologists walking over the project property, on foot and recording the locations of any historic or prehistoric materials. Detailed descriptions are made of any sites, maps are drawn and photographs taken if features or structures are encountered, GPS locations of features/sites are recorded, and shovel test are conducted as indicated by the surface findings. The final report should minimally contain sections on geographic location, environment, historic cultural context, previous findings in the area, field methods used, findings from survey, analyses done, significance of any sites found, recommendations, and references.

Archeological reports shall be prepared for the new high school. Ten copies of the reports shall be submitted.

1C. Planimetric and Topographic Survey.

Perform an as-built planimetric and topographic survey and prepare a topographic map with one-foot contour interval of the school property. Include sufficient area to address the schools development area and adjacent properties to properly analyze all engineering aspect of the development, such as drainage patterns, utilities onsite and offsite, access roads, modifications to existing roads, pedestrian walkways, trails, etc.

Conduct a thorough property research to include adjacent properties, rights of way and/or easements. Lot numbers and property ownership shall be shown on the map.

Survey work shall be under the direct supervision of a Guam Registered Land Surveyor.

Ten copies of the Planimetric and Topographic map shall be submitted.

1D. Soil Investigation.

Perform the necessary soil investigation to properly design the school building foundations, ponding basins and infiltration cells, embankment and cut slopes, drainage channels,

GENERAL STATEMENT OF WORK

Construction of New School at Marbo Base Command in Yigo
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ground covers, underground utilities, etc. It shall include determination of any earthquake faults and its effect on the schools design.

A soil report shall be prepared for the new high school. Ten copies of the reports shall be submitted.

TASK 2. Conceptual plans.

The design team shall develop two alternative conceptual plans for each school site showing the civil and architectural layout of all school facilities and grounds development standards as identified in the technical specifications for each school. It shall include all offsite development, such as proposed access roads and any modifications to existing roadways or pedestrian facilities, utilities, landscaping, etc. It shall include concept buildings elevations (front, side, and rear elevations), and an architectural rendering depicting the type of structure, color schemes, and structures orientation relative to grounds improvements.

The new high school buildings shall be concrete structures. The existing **Astumbo Elementary School and/or Machananao Elementary School** are the recommended reference school building for this project. A copy of the Astumbo Elementary School or Machananao Elementary School plans are available for review only at the DPW Engineering Division.

Ten copies of the conceptual plans shall be submitted.

The design team shall conduct a conceptual presentations to all reviewing agencies upon submittal of the conceptual plans. The presentation shall address all architectural and engineering aspects of the project. A walk-through field overview for each school site shall also be conducted by the design team with the reviewing agencies following the presentation(s) of the conceptual plans. Prior to the Walk-Through reviews the design team shall mark with survey flags the approximate buildings footprints, athletic fields, parking lots, access roads, and other prominent structure or facility of the school. Walk-paths shall be sufficiently cleared of vegetation to conduct the walk-through reviews.

TASK 3. Preliminary Plans, Specifications, and Estimates

Upon selection of the schools concept a separate set of PS&E shall be prepared for each school site. The preliminary PS&E's shall be develop to at least 50% complete and the following shall be prepared.

A. PLANS:

- 1 Title Sheet.
2. Civil Design:

GENERAL STATEMENT OF WORK

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- Site Plan. Show property lines, access rights of way or easements, survey base line(s), proposed facilities footprints, access roads and parking areas, traffic (vehicular and pedestrian) circulation, access roads, etc.
 - Grading and drainage plans.
 - Utilities plans (Water, sewer, power, telephone, and cable).
 - Roads plans and profiles.
 - Other civil engineering plans and details necessary to conduct a 50% preliminary plans review.
3. Architectural design:
- Floor and ceiling plans
 - Building elevations and sectional views.
 - Equipment layouts
 - Landscaping plans
 - Other architectural plans and details necessary to conduct a 50% preliminary plans review.
4. Structural design:
- Foundation plans
 - Floor and roof slab plans
 - Structural columns, walls, and beams
 - Other structural plans and details necessary to conduct a 50 % preliminary plans review.
- 5 Mechanical design:
- Plumbing plans
 - Air conditioning and ventilation plans
 - Fire protection and alarm, and monitoring plans
 - Mechanical equipment plans
 - Other mechanical plans and details necessary to conduct a 50 % preliminary plans review.
6. Electrical Design:
- Lighting plans
 - Off-site power supply plans
 - Power supply plans to all equipments
 - Other electrical plans and details necessary to conduct a 50 % preliminary plans review.

B: SPECIFICATION:

A preliminary technical specifications shall be prepared for each item of work describing the construction methods, material requirements, and test procedures required.

C: ESTIMATES:

Preliminary estimates shall be prepared commensurate with the preliminary plans and specifications.

GENERAL STATEMENT OF WORK

Construction of New School at Marbo Base Command In Ylgo
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D. MAINTENANCE AND CUSTODIAL PLAN

Post Construction Facilities Maintenance and Custodial Operations Plan - The design team shall prepare a complete operations manual for each school for the required post construction monitoring, maintenance, and custodial operations of the school facilities. The plan shall address the operational and/or maintenance of the buildings, equipments, landscaping, the drainage system, all outdoor facilities, and for any facility appurtenances for the proper operation of the school.

Ten (10) copies of the preliminary PS&E and design calculations, and the Maintenance and Custodial Plan shall be submitted. A "plans-in-hand" field reviews to be jointly conducted by the Government and Design Team shall be scheduled by the offeror after submittal of preliminary PS&E. Prior to the Plans-in-Hand reviews the design team shall mark with survey flags the approximate buildings footprints, athletic fields, parking lots, access roads, and other prominent structure or facility of the school. The school sites shall be sufficiently cleared of vegetation to conduct the plans-in-hand reviews.

The Design Team's key personnel shall participate in the Plans-in-Hand field reviews and resolution meetings to resolve all comments on the project. The Design Team shall be responsible for the preparation of the "Minutes of Meeting" for approval and distribution by DPW.

TASK 4. Pre-Final Plans, Specifications, and Estimates

The Pre-Final PS&E shall be 100% complete incorporating all approved comments from the preliminary PS&E, and the Maintenance and Custodial Plan. Ten copies of the following shall be submitted:

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

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

GENERAL STATEMENT OF WORK

Construction of New School at Marbo Base Command in Yigo
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TASK 5. FINAL PS&E

After approval of the Pre-Final PS&E, and Maintenance and Custodial Plan submit five (5) copies for final review. Upon approval of the final PS&E, and Maintenance and Custodial Plan submit one original, five sets of PS&E and Maintenance and Custodial plan, and two copies of other items listed below:

1. Plans
2. Specifications
3. Estimates
4. Quantity take-off and computation sheets
5. Unit price analysis
6. Design analysis and computations
7. CPM Schedule
8. Maintenance and Custodial Plan

An electronic non-PDF workable file in AUTO CADD format, latest version, shall also be submitted in a separate disks for the plans, specifications, and estimates; and Maintenance and Custodial Plan for each school.

IV PLANS AND DRAFTING

1. The PS&E be prepared in conformance with the standard format furnished by the Government.
2. Plan size shall be 24" x 36".
3. All plans and details shall be legible when reduced to one-half size plans (50% reduction). The minimum size of alphanumeric text on the reduced plans shall be 1/8".
4. Design Phase completion time shall be within **forty five (45) calendar days**.

V CONSTRUCTION SCHEDULE

Upon completion and approval by the Government of each PS&E's the government will hold a preconstruction conference and issue a Notice To Proceed. The construction time for new high school at Marbo Cave in Mangilao shall be **ninety (90) calendar days**.

A building permit must be secured for the new high school site prior to construction, and an occupancy permit must be secured prior to acceptance of the new high school.

VI DESIGN CODES/GUIDES AND REFERENCES

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

- a. Building Law, Title XXXII, Government Code of Guam
- b. International Building Code (2000 Edition)

GENERAL STATEMENT OF WORK

Construction of New School at Marbo Base Command in Yigo
Finance, Design, Build, Maintain, Leaseback (FDBML), Part II
Project No. 700-5-1019-L-YIG

- c. Uniform Mechanical Code (Latest Edition)
- d. International Plumbing Code (Latest Edition)
- e. National Electrical Code(NEC- Latest Edition)
- f. National Electrical Safety Code (NESC- Latest Edition)
- g. Life Safety Code (Latest Edition)
- h. Uniform Fire Code (Latest Edition)
- i. Illuminating Engineering Society (IES)
- j. American Disability Act
- k. GEPA, USEPA, CFR29
- l. A policy on Geometric Design of Highways and Streets
- m. All other codes, regulations, technical publications and design manuals applicable in the performance of this RFP
- n. Guam Energy Code

VII GOVERNMENT REVIEWING AND APPROVING AGENCIES:

- a. Department of Public Works
- b. Guam Environmental Protection Agency
- c. Department of Land Management
- d. Guam Telephone Authority
- f. Guam Power Authority
- g. Guam Waterworks Authority
- h. Guam Fire Department
- i. Guam Historic Preservation

XI FACILITIES MAINTENANCE AND CUSTODIAL SERVICES

The building maintenance and custodial services phases shall commence upon acceptance of each school and shall continue for a period of twenty (20) years or until the leaseback contract is completed.

Building maintenance include the preventive maintenance of the whole facility (ies), maintenance and replacement of fixed equipments.

Custodial services include all janitorial services, ground maintenance and including disposal of trash.

XII UTILITIES AND ROUTINE MAINTENANCE AND REPAIR

The Education Agency shall be responsible for the connection and payment of all utilities, including, without limitation , power , water, sewer, telephone and cable of the Education Facility.

Routine maintenance, repair and upkeep shall be the responsibility of the Education Agency and / or the Contractor, as provided by the terms of the Contract.

GENERAL STATEMENT OF WORK

Construction of New School at Marbo Base Command in Yigo
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XIII CONTRACTOR RESPONSIBLE FOR CAPITAL MAINTENANCE

The Contract with the Contractor, and the Lease-Back, shall provide that all capital maintenance and repair of the Education Facility be performed by the Contractor as a separate cost.

The terms by which the contractor is to perform such capital maintenance shall be determined as a part of the bid process and shall be part of the conditions of the Contract. The Contract shall provide sufficient initial funding for the first five (5) years after the completion of the Education Facility.

GENERAL STATEMENT OF WORK

Construction of New School at Marbo Base Command in Yigo
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Attachment "A"

CONSTRUCTION OF NEW SCHOOL AT MARBO BASE COMMAND IN YIGO FINANCE, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDBML), PART II

TECHNICAL SPECIFICATIONS

Project No. 700-5-1019-L-YIG

I. DESIGN & CONSTRUCTION OF NEW INTERMEDIATE SCHOOL

A. GENERAL:

Intermediate Schools, are organized around learning teams to 140 students each. Each learning team is taught by a group of five (5) teachers in the same number of classrooms. Learning teams are physical units of classrooms grouped together around a central open space; they form the basic organizational structure of an Intermediate School.

Planning, design and construction of the FDBML Intermediate School must be based on 700 student capacity enrollment for each facility.

- **Share Facilities:** Intermediate schools contain significantly more shared facilities than do elementary school facilities, specialized classrooms, and athletic facilities. Parking requirements are also higher, in part because intermediate schools have more community use. In both conceptual plans, shared facilities are grouped together for easy access to and from the classrooms by way of covered walkways.
- **Community Use:** A feature of the Intermediate School layouts is dual entry and drop-off areas, each with its own parking lot. Its primary purpose is to provide separate access to the facilities typically used by the community. During after-school hours, the event parking area and community-use facilities are accessible to the public while other school buildings are closed off to the public. During the school days, the primary entry point is the staff/visitor lot near the administration building. Another advantage of this arrangement is that separate student drop-off areas for automobiles and buses are available, reducing congestion during morning drop-off or afternoon pick-up periods.

B. PLANNING AND DESIGN:

1. Intermediate School Space Standards (see attached documents):
2. DOE Ten Year Capital Facilities Plan has two intermediate school conceptual layouts and Astumbo Elementary School Plan can be site adopt and can be converted to a Intermediate School, Alternative "A" , "B" and "C" are attached to be use as references.

Attachment "A"

Construction of New School at Marbo Base Command in Yigo
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Alternative "A": Suburban or Rural Location

This plan can be used as a stand-alone facility or as a shared Intermediate/High School when combined with the High School plan, Alternative A.

- **Classrooms:** Organize classrooms for learning teams around a central open area. Each courtyard area has two teams, and an expansion area is integrated for future addition of two more learning teams.
- **Special Classrooms:** Special education classrooms are integrated into the courtyard configuration, and three additional classrooms for special classes are located nearby. Music, Art, Home Economics, and the larger Special Education classroom are located in a central area that is accessible to all students.
- **Performances and School Events:** Unlike Alternative B, this plan does not include an outdoor covered amphitheater. Therefore, provide some covered stands at the athletic field to accommodate large public events. Add a stage and additional space to the dining hall for smaller performances or school events. When this plan is combined with Alternative A, gathering areas are provided within the shared facilities.
- **Emergency evacuations:**
 - a. *Bomb threats:* Students use the covered athletic field stands when waiting to return to classrooms. Develop a paved or grasscrete pad along the visitor/staff parking lot exit road for student pick-up by bus or by parents.
 - b. *Typhoon Warnings:* Use both the auto and bus drop-off areas for student pick-up.

Alternative "B": Urban Location

Intermediate schools in urban locations should be located with direct access to a public roadway. School sites near a major highway (Roadways with Route Numbers) provide a wider setback and landscape buffer (20 feet) than is shown in the conceptual plan. Develop a plan that establishes a pedestrian link between the school and its surrounding neighborhood.

- **Classrooms:** Learning teams are organized into two-level courtyard buildings, with one team on each level. Two teams share a central open space. Provide expansion for one additional courtyard building. The special classrooms are integrated into courtyard buildings, and special classrooms

Attachment "A"

Construction of New School at Marbo Base Command in Yigo
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are located along the main pedestrian corridor. Special Classrooms that require sound isolation and/or large spans and high ceilings are located in the shared facility area.

- **Shared Facilities:** All shared facilities are located between the regular classrooms and the athletic facilities in order to shield classrooms from the noise of PE classes or service activities. The PE lockers are located under the viewing stands.
- **Performances and School Events:** This plan includes both an indoor and outdoor stage attached to the cafeteria. The outdoor stage is attached to a covered outdoor amphitheater that could be used for informal performances or class meetings. Cover the viewing stands.
- **Pedestrian Access:** A two-level covered walkway provides access to the primary academic facilities, and that walkway is connected to a network of walkways connecting all campus facilities. Those shared facilities that could be used by the community (athletic fields, cafetorium, etc.) are all accessible from the pedestrian walkway along the service lane. Plant trees along this walkway in order to make it a pleasant area for public events.
- **Emergency evacuations:**
 - a. *Bomb treats:* The open area near the event parking lot is used as a holding area for students waiting for a parent pick-up. The covered basketball courts or viewing stands could also be used.
 - b. *Typhoon warnings:* Use the two covered pick-up areas at opposite ends of the school.

Alternative "C": Site Adoption & Conversion of Astumbo Elementary School Plan to a Intermediate School.

- A. Buildings: Administration Building and the Cafeteria Roofings must be concrete. Additional Building (s) shall be constructed to conform to the standards for a new intermediate school.
- B. Existing elementary school plans must be modified based on DOE Master Plan, to meet the new standard for the intermediate school and shall be outfitted with new energy saving equipments and lightings.

Attachment "A"

Construction of New School at Marbo Base Command in Yigo
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3. **Security:** Provide an attractive fence and gate for the public side of the property. The Tamuning Elementary School public side fence shall be used as a reference. Use a security fence and lighting for side and rear perimeter of the property. By using a cleared setback for the security fence, access to/from the fence can be monitored by school personnel.
4. **Landscaping:** Low maintenance flowering plants, trees, shrubs shall be used to stand up to traffic and weather. Ground covers include bermuda grass and creeping vines such as wedilla.
5. **Communication Technology:** Capable Telephone, Cable Television, Networking, Internet.

Attachment "A"

Construction of New School at Marbo Base Command in Yigo
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CONSTRUCTION OF NEW SCHOOL AT MARBO BASE COMMAND IN YIGO
FINANCE, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDBML), PART II

TECHNICAL SPECIFICATIONS

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INTERMEDIATE SCHOOL SPACE STANDARDS

Attachment "A"

Construction of New School at Marbo Base Command in Yigo
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CONSTRUCTION OF NEW SCHOOL AT MARBO BASE COMMAND IN YIGO
FINANCE, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDBML), PART II

TECHNICAL SPECIFICATIONS

Project No. 700-5-1019-L-YIG

ALTERNATIVE "A", "B" AND "C"

Attachment "A"

Construction of New School at Marbo Base Command in Yigo
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①

General Classroom "A"
900 sf

②

General Classroom "A"
900 sf

③

General Classroom "A"
900 sf

④

General Classroom "A"
900 sf

⑤

General Classroom "A"
900 sf

General Classroom "A"
900 sf

General Classroom "A"
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General Classroom "A"
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General Classroom "A"
900 sf

General Classroom "A"
900 sf

①

Science General

1600 sf

②

Science General

1600 sf

③

Science General

1600 sf

④

Science General

1600 sf

Band

1900 sf

Arts and Crafts

1900 sf

Home Economics

1900 sf

Special Education Resource

810 sf

Special Education Resource

810 sf

Special Education Resource

810 sf

Special Education Resource

810 sf

Choir Room

1500 sf

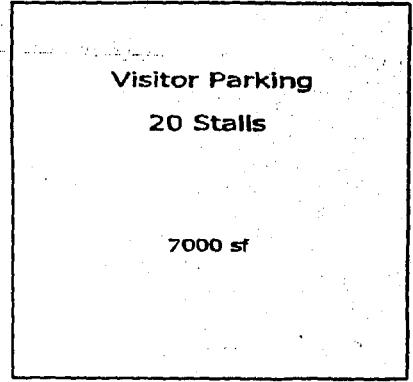
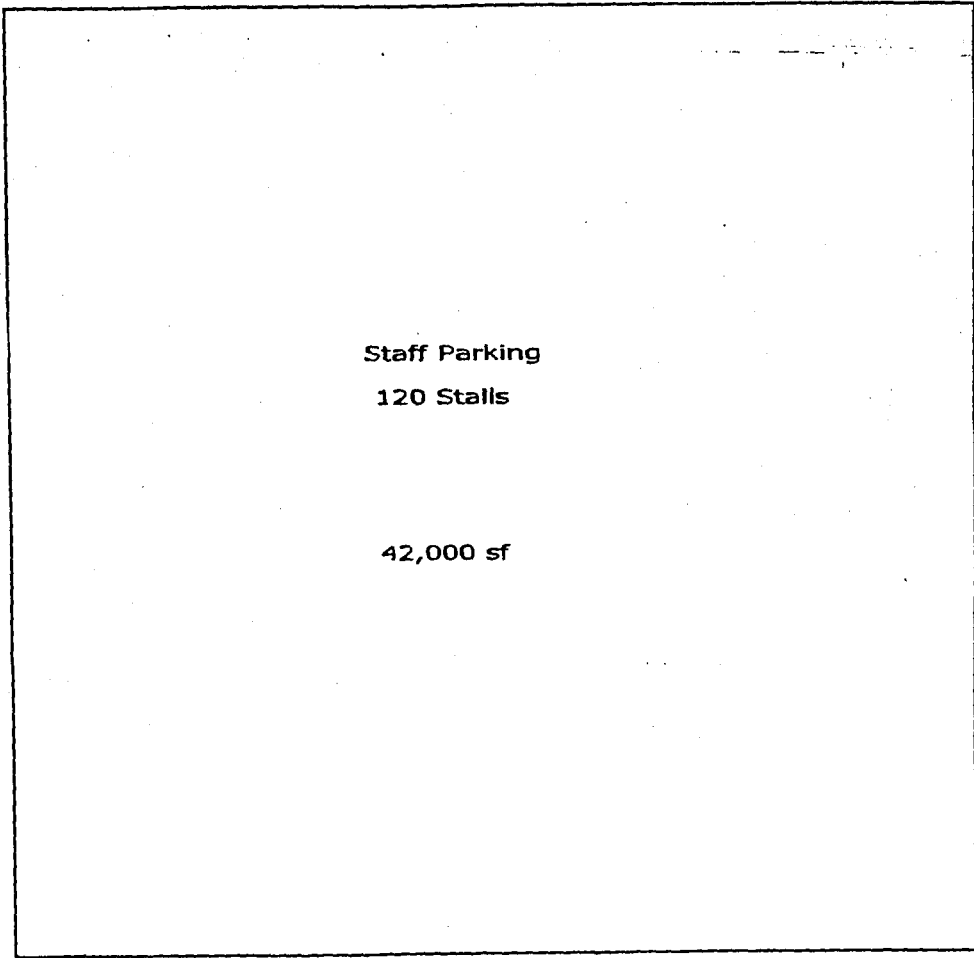
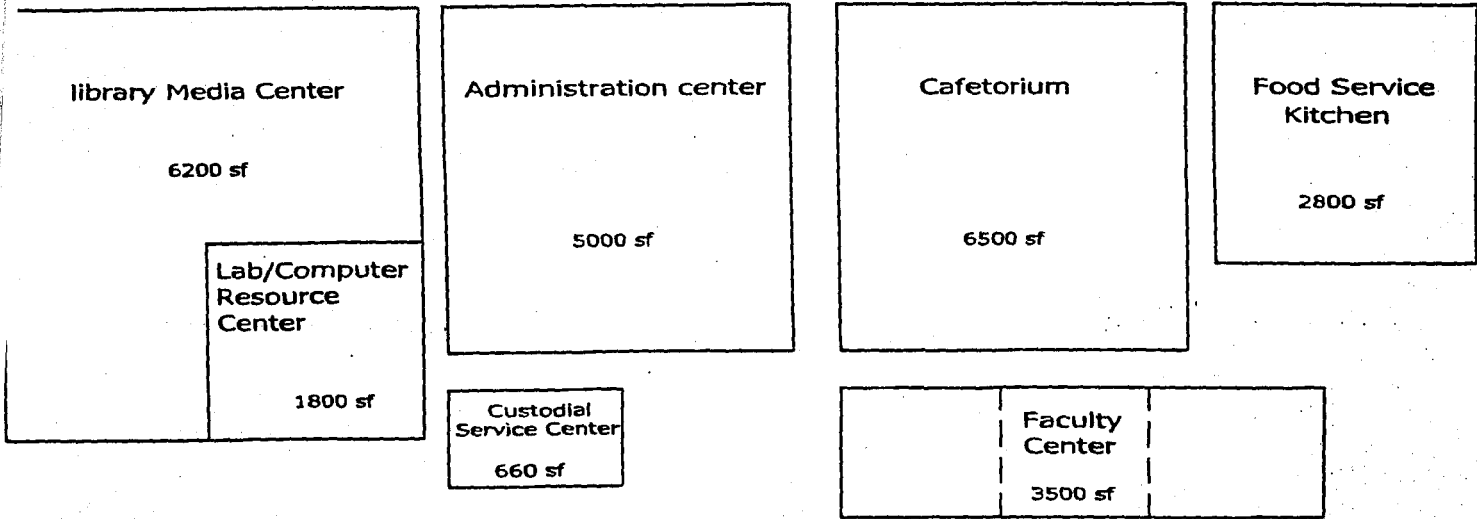
Music Common areas
400 sf

See DOE for Special Classroom Requirements (LOTE, etc.)

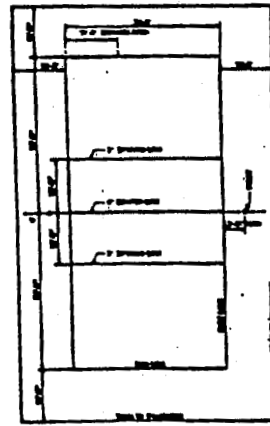
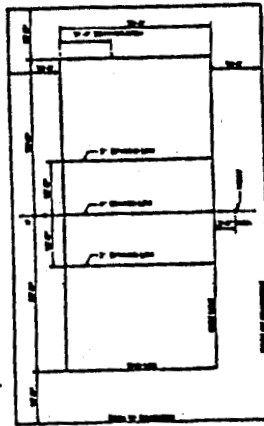
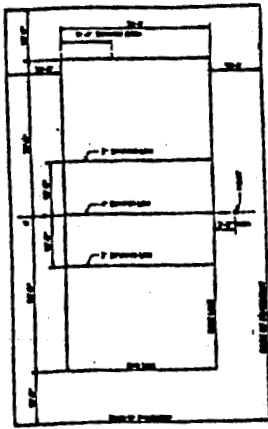
CLASSROOMS

SPACE STANDARDS INTERMEDIATE SCHOOL

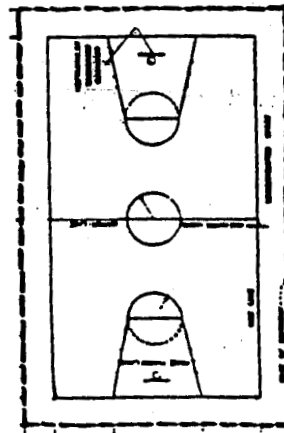
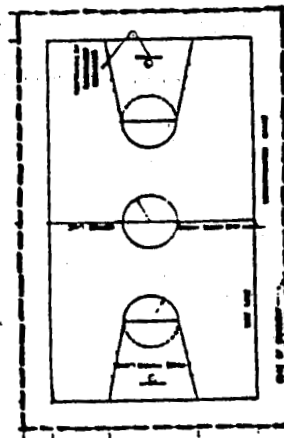
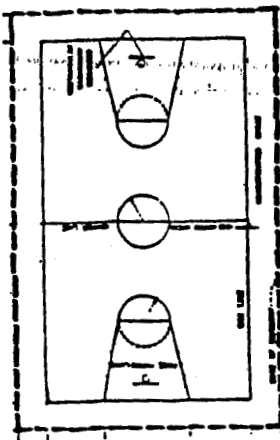
Prepared for Guam Department of Education



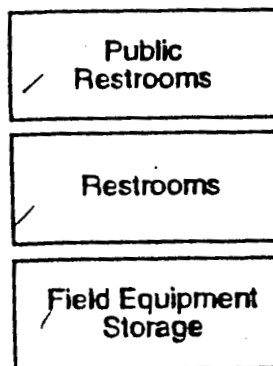
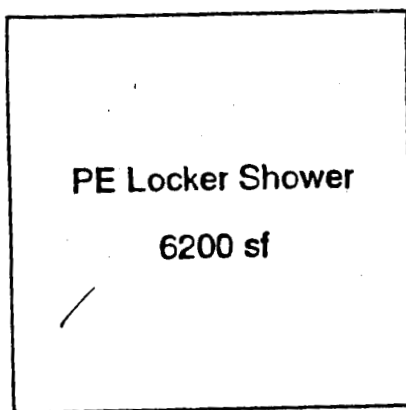
SUPPORT FACILITIES



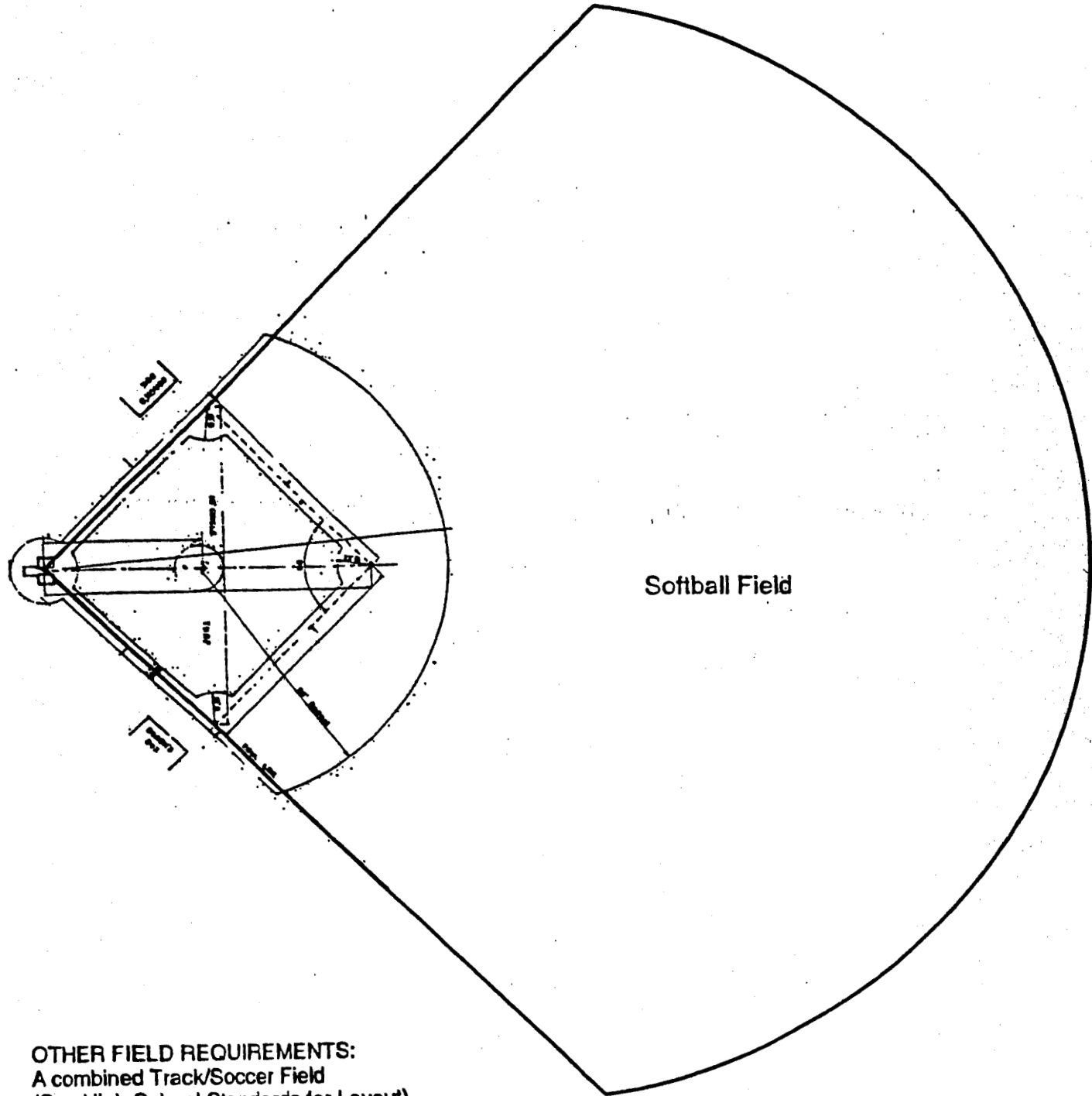
3 Volleyball Courts



3 Basketball Courts

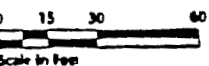


ATHLETIC FACILITIES



OTHER FIELD REQUIREMENTS:
A combined Track/Soccer Field
(See High School Standards for Layout)

ATHLETIC FACILITIES



Attachment "B"

**CONSTRUCTION OF NEW SCHOOL AT MARBO BASE COMMAND IN YIGO
FINANCE, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDBML), PART II**

TECHNICAL SPECIFICATIONS

Project No. 700-5-1019-L-YIG

I. BUILDING SYSTEMS, MATERIALS AND EQUIPMENT

The following descriptions and comparisons are organized by specification section. Civil, structural, mechanical and electrical discussion follow the architectural section.

Building construction shall be cast-in-place concrete or CMU walls and preferably with pre-cast double tees and concrete topping for floor or roof slabs. The advantages of the pre-cast double tees system is long spans allowing for flexible floor area, efficient construction schedule without the need for shoring to restrict interior finishing, and low maintenance.

A. Architectural

1. Miscellaneous Metals

- a. Stainless steel will be used to provide the best longevity for all exposed metals. Interior miscellaneous metals will be galvanized or prime coated steel.
- b. Concrete trellis must be utilized for classrooms window shading.

2. Carpentry

Hardwood shall be used for finish carpentry such as casework, doors and trim. Casework will be wood veneer faced with plastic laminate counter tops. Interior wood blocking will be treated lumber.

3. Insulation

- a. The model energy code allows an overall thermal value with an OTV not to exceed 27.8 btu/sf. On this basis, a roof U-value of 0.10 (R-10) is adequate without any need for wall insulation.
- b. Roof insulation will be placed inside the building to avoid the need to protect it from the elements. For spaces with ceilings, unfaced 2-1/2" fiberglass board insulation pin impaled to the underside of the roof must be used.

Attachment "B"

Construction of New School at Marbo Base Command in Yigo
Finance, Design, Build, Maintain, Leaseback (FDBML), Part II
Project No. 700-5-1019-L-YIG

- c. For the Hallways without ceilings (exposed structure), spray applied cementitious insulation will be used.

4. Roofing

Roofing materials over concrete slabs will be fluid-applied urethane. A heavy-duty multithane roof coating, 1-primer, 2-coats, 65 mils thick (off-white color) shall be used. Manufacturer will provide a 5-year warranty and shall be installed by a certified roof specialist.

5. Windows, Exterior Doors and Glazing

- a. Exterior windows and louvers will be aluminum with a color polyester (Kynar) finish. Fire-rated interior openings will have steel windows
- b. Exterior doors and frames will be aluminum entrance door. Interior doors will be solid core door wood with for paint finish veneer.
- c. Exterior glazing will be laminated security glass. Laminated glass is approximately 15% more expensive than tempered glass. It is cost effective for this project as storm shutters are not being provided.

6. Floor Finishes

Unglazed ceramic tiles will be used at classrooms, multi-used room, library and administrative areas. The service kitchen, serving line area and entrance locations for the classroom building will be quarry tile. Toilet rooms floors will be ceramic tiles. Exposed natural concrete at the mechanical/electrical rooms, bulk storage and exterior walkways will be sealed with a penetrating sealer.

7. Interior Wall Finish

Interior finishers will be fair-faced concrete at the interior face of the exterior and concrete walls. Corridor walls will have a 5-foot high concrete black wainscot for durability. Hardie board (cement board) will be waterproof type for damp areas and for tile backing. Acoustical insulation is required for all partitions. Wall finish will be paint.

8. Exterior Wall Finish

Exterior walls finish will be fair-faced concrete with a paint finish. Paint will be 100% acrylic emulsion by manufacturers providing a tropical formulation.

Attachment "B"

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9. Ceilings

Classrooms, administration, nurse's office and library ceilings and portions of the corridors will be 2' x 4' acoustical tile on metal suspension system. An open ceiling with exposed insulation, ductwork and lighting will be provided at hallways and the multi-use/cafeteria.

10. Toilet and Restrooms

Floors and walls will receive 8" x 8" ceramic tiles. Lavatory counters will be concrete faced. Toilet partitions will be concrete.

11. Fire Protection

Portable fire extinguishers will be provided at each classroom, kitchen, other occupied areas, mechanical/electrical rooms and at exit ways. Fire extinguisher cabinets serving public areas will be at secure locations or in locked cabinets. Extinguishers will 12-lb. multiple purpose dry chemical extinguisher (light hazard). Electrical room and mechanical rooms will have 10-lb bracket mounted multiple purpose dry chemical extinguisher. Extinguishers will be located within a maximum travel distance of 75-feet.

13. Signage

- a. An exterior school identification sign shall be installed. Additionally, individual building and room identification signage will be specified.
- b. Two flagpoles will be provided. They will be aluminum, clear finish, 30-foot exposed height, ground set with an external halyard system. One each 5 x 8 American and Guam flag shall be provided.

B. Civil

1. Storm Drainage Systems

- a. Runoffs considered in this design for disposal into percolation basins are from the developed area. Runoffs from undeveloped area of the properties will drain as is or remain on its present condition.
- b. The site drainage system will utilize underground percolation fields below play and landscape areas. The design of these percolation fields are based on a 20-year (5% exceedance) storm.
- c. Surface runoffs will be collected by means of drain inlets or catch basins. Underground drainage pipes will be used to convey storm

Attachment "B"

Construction of New School at Marbo Base Command in Yigo
Finance, Design, Build, Maintain, Leaseback (FBDML), Part II
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water from inlets to outlets. If needed, surface drainage swales and ditches will also be provided. These swales and ditches, if deemed necessary, will be provided with concrete lining or grouted rip-rap stones to prevent erosion.

d. Ponding Basin

2. Water Service

a. Provide storage water tank with pressure pumps with concrete housing for all the new schools:

- Elementary School : 15,000 gallons reservoir
- Middle School: 15,000 gallons reservoir
- High School: 35,000 gallons reservoir

b. Contractor shall verify closest waterline connection.

4. Wastewater System Improvements

a. Contractor shall verify closest sewer line connection.

5. Drop-Off Areas (Bus and Car)

a. The project site must have two (2) entry and exit points. Appropriate pavement marking and signs must be provided to designate the intended flow of traffic within these drop-off areas.

b. Bus loading and unloading.

C. Structural Systems

1. Structural Design Criteria will be as follows:

U.B.C. - Uniform Building Code 2000

Building code Requirements for Structural Concrete (ACI 318-95)

a. Dead Loading

Normal Concrete Weight = 150 pcf

1. Double Tee Panel: Guam RMP Double Tees
a. 18" deep Standard Unit = 44 psf

Attachment "B"

Construction of New School at Marbo Base Command in Yigo
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		Composite Unit	=	82 psf
	b. 44" deep	Standard Unit	=	74 psf
		Composite Unit	=	112 psf
2.	Pre-stressed Plank	Base Unit 3.5" thick	=	43.8 psf
		Composite Unit	=	81.0 psf
3.	6 inch CMU Walls		=	65 psf
4.	Waterproofing		=	8.0 psf
5.	Ceiling		=	5.0 psf
6.	Miscellaneous (Utilities)		=	3.0 psf
b.	Live Load			
1.	Classrooms		=	40.0 psf
2.	Roof Deck Live Load		=	12.0 psf
c.	Seismic Load			

1. Design Base Shear

$$V = ((C_v \times I) / R T) \times W$$

C_v = Seismic coefficient

I = Importance factor

R = Numerical coefficient representative of the inherent over strength and global ductility capacity of the lateral resisting system

T = Elastic fundamental period of vibration under consideration

W = Total seismic load

d. Wind Load

1. Velocity - 175 mph as defined by UBC
Exposure C

2. Foundation

All footings shall rest on the natural compacted soil. Where soft soils are encountered, these will need to be removed and replaced with compacted coral fill.

3. Type of Construction in General.

The structural system can be in concrete masonry unit or cast-in-place concrete. Contractor to submit design structural system including structural calculations.

Attachment "B"

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4. Wall System

The vertical load resisting system must be composed of concrete bearing walls acting as shear walls. This is the primary lateral resisting element of the structure. The bearing wall system also provides support of the gravity loads from the roof. Cast-in-place concrete or concrete masonry walls are provided in two orthogonal directions to resist any translation and torsional action imposed on the building.

Longitudinal cast-in-place wall along the perimeter provide the lateral resisting element and the primary roof support. Transverse concrete walls at several locations will provide shear capability.

Special detailing must be provided for walls with openings.

For non-structural walls, use of reinforced concrete masonry construction may be provided.

5. Roof System.

Conventional cast-in-place system or Batter system. A pre-cast prestressed composite Long span Double Tees with concrete topping is the recommended alternative to the conventional cast-in-place system. The Batter system can be constructed with minimal time compared to conventional C.I.P. system. It may be combined with C.I.P. concrete and masonry materials. A concrete pre-cast double tee composite joist can sustain a higher load capacity as well as the capacity as well as the capacity to span longer distances. It also has a high degree of corrosive resistance in highly corrosive environment.

D. Mechanical System

Mechanical systems include air conditioning, ventilation, interior plumbing system and fire sprinkler system.

1. Air Conditioning Systems.

Generally, systems will follow accepted industry practices as reflected in the latest issues of the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) handbooks.

Systems will be air-cooled to eliminate the need for make-up water and water treatment systems.

Ducted split systems with the fan-coil units in small closets will be used at

Attachment "B"

Construction of New School at Marbo Base Command in Yigo
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the Classrooms. The Cafeteria must utilize a package system located outside the building. distribution duct work will be located above the ceilings except in areas such as the Cafeteria which will expose the structure and services.

All exterior condenser units will be enclosed with fencing.

2. Mechanical Ventilation.

Mechanical Ventilation will be provided for all toilets, and other non-air conditioned enclosed spaces.

3. Interior Plumbing systems.

Conventional soil, waste and vent piping system will be used, using DWV plastic piping.

Water piping can be copper or chlorinated polyvinyl chloride.

Drinking fountains must be provided

Sinks must be provided in each classroom and must also function as a drinking fountain.

ADA fixtures must be provided at each toilet room

4. Fire Sprinkler System.

E. ELECTRICAL SYSTEM.

Contractor to verify the existing distribution power lines and possible power connection points for the new schools. Guam Power Authority will handle all necessary overhead upgrade work. The contractor will be responsible for the cost of the underground line extensions to service the schools.

1. Electrical Distribution

Power service to the facility will be from an existing pad mounted transformer. Service will be 208Y/120V, 3 phase, 4 wires, 60Hz, and will include:

Underground power service from the existing pad mounted transformer to automatic transfer switch the main switchboard to the emergency generator and also to the meter.

Attachment "B"

Construction of New School at Marbo Base Command in Yigo
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Underground distribution to main distribution panel board.

Distribution and branch circuit voltage will be:

- Distribution- 208/120 volts, 3 phase, 4 wire
- Power to major equipment - 208 volts, 3 phase
- Fluorescent and HID lighting- 120 volts
- Small Equipment and appliances - 208/120 volts
- Fluorescent task lighting at counters - 120 volts
- General purpose outlets - 120 volts

2. Lighting

Exterior lighting must be post mounted energy efficient metal halide fixtures for parking and driveways. Pole/fixture assembly must be specified to withstand 175 mph winds with 1.1 gust factor. Wall mounted HID fixtures must be used around the building perimeter for security lighting. Ceiling mounted HID fixtures must be used for covered walkways. Exterior light control must have two levels of automatic switching, The "Night Light" (Security Light) which is "ON" from dusk to dawn and the "Curfew Light" which is "ON" from dusk to a pre-set time before dawn.

Interior lighting fixtures must be energy efficient fluorescent and metal halide.

- General lighting applications must use luminaries with T8 fluorescent lamps and electronic ballast.
- For areas with high ceiling such as the Multi-use/Cafeteria and covered areas, metal halide fixtures will be used.
- Exit lights to be provided at egress doors and corridors must be light emitting diode type with built-in emergency battery.
- Task lighting at counters must be provided using slim type fluorescent fixtures with switch control and will be mounted under the overhead cabinets.
- General illumination in classrooms, large offices and open areas will have at least three levels of switching to save energy when natural lighting is available.
- Interior walkways must have automatic curfew lighting and security lighting controls.

Attachment "B"

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- Emergency lighting will be provided where required.

3. General Power

A minimum of four general use outlets will be provided in each classrooms. Outlets will be provided at ten (10) feet o.c. at offices. Outlets located outdoors, and in wet locations will be weatherproof type with ground fault protection. Outlets in corridors will be heavy duty type.

Power outlets for computers will be isolated type with outlets in each general classrooms, and the library, one outlet per computer station in computer lab and in office areas.

4. Communication Systems

- Telecommunications provisions underground conduit will be provided from the GTA service pedestal to the telephone terminal board. Underground system will be provided from the terminal board to the telephone cabinets to individual outlets. Instruments, cables, and wires will be by GTA under separate contract with the government. Telephone outlets will be provided in offices, lobby, conference rooms, classrooms, and work areas.
- Public address/intercom system, clock and program bell provisions and intercom station will be provided in each classroom and office. Interior and exterior speaker system. master clock (equipment must be located in the administration area. Digital slave clocks in each classroom, office, library, cafeteria, and work areas. Local area network (LAN) system provisions empty raceway system will be provided for LAN cables. Minimum of one LAN outlet must be provided for in each classroom, offices, cafeteria, library, and nurse station.
- Television system provisions conduit with pullwire for television service from pedestal to main TV cabinet. Cable television distribution from Main distribution frame (MDF) via underground conduit system to the library. Cable television outlets must be provided in each classroom.

5. Fire Alarm System

The fire alarm system must be automatic/manual system with audio/visual alarms throughout the facility . The fire alarm system will be an addressable

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analog type. Visual alarm will be provided in each public toilet. smoke detectors will be provided where required. Heat detectors will be provided in mechanical rooms. Duct smoke detectors must be provided where required.

6. Emergency Back-Up Power

Provide emergency back-up generator ,automatic transfer switch with concrete housing, spill containment.

Emergency Generator must have the same load capacity as the main distribution panel, with 3-days minimum capacity of diesel fuel.

7. All Lighting System

All lighting, electrical & mechanical equipment must be all energy efficient and must meet Guam Energy Code.

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Attachment "C"

CONSTRUCTION OF NEW SCHOOL AT MARBO BASE COMMAND IN YIGO
FINANCE, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDBML), PART II

TECHNICAL SPECIFICATIONS

Project No. 700-5-1019-L-YIG

I. SITE DEVELOPMENT FOR CONSTRUCTION OF NEW HIGH SCHOOLS AT MARBO BASE IN YIGO (FDBML)

The following must be considered when developing the preliminary high school layouts for Guam DOE:

● **Academic Support Areas:** Space such as libraries, teacher workrooms, and computer labs should be located near or within classroom arrangements.

● **Community Use:** the use of public schools by the community is a major issue that affects school layouts in Guam. The facilities most frequently used by the public are:

1. Cafeterias
2. Outdoor Gathering Areas (amphitheaters, covered stadiums, covered courts)
3. Aesthetic Fields and Court Sports

These facilities should be located near visitor and event parking areas. Security is also an issue; making school facilities more available to the public also makes them more vulnerable to vandalism. In the model conceptual plans, each site is organized so that facilities used by the public separate from the remainder of the campus.

Classrooms industrial arts facilities may be used for adult classes. One of the advantages of using courtyard buildings is that individual buildings can be opened after-hours to the public while keeping other academic facilities securely gated.

● **Classroom Arrangements:** Developing smaller clusters of classrooms that are organized around a landscaped courtyard reduces the institutional feeling of a school and creates a more child-scaled environment. Clusters can be organized by grade level, academic subject, or learning teams. Educational programs can also affect classroom arrangements.

● **Energy Use:** Classrooms can be sited to allow controlled lighting conditions (a north/south orientation) and reduced air conditioning costs. Landscaping can also be used to reduced air conditioning costs in classrooms and other areas.

● **General Support Areas:** Administrative offices, dining halls, and auditoriums are areas that can be located away from classrooms, and closer to visitor parking areas. Along with some athletic facilities, these are often spaces visited or used by parents or the public. They should be located in areas accessible to the public, such as locations are near visitor parking lots, public roads, and public walkways.

●**Landscape and Open Space:** Shaping the land, especially near elementary school classrooms, extends the learning environment to the outside of the building. Classroom can be sited around a landscape courtyard, creating more a child-scaled environment in a larger school. Trees can also be used to create attractive pedestrian walkways, provide shade for buildings or play areas, screen undesirable views, and control harsh winds by creating windbreaks. Children typically need a place to play and expend energy; open spaces should be located near classrooms (if airconditioned) or dining halls. Landscaping a portion of the outdoor areas with large trees makes them liveable in a tropical climate. If it is not possible to afford all landscaping up-front, than develop a landscape master plan that can be implemented overtime. The landscaping portion of a project usually will be less than 10% of the overall site-planning budget.

●**Legal Requirements:** Legal or regulatory requirements that may affect site layouts include zoning standards (setbacks, maximum site coverage, height limits, etc.) fire lanes, fire codes (K-2 classrooms should be occupy ground level) and ADA requirements.

●**Lighting:** for both safety and security reasons, provide lighting in all school areas that will be used during evening hours.

●**Mechanical Systems:** The organizational of mechanical space of large school facilities is outside the scope of this project. However, interviews with some of Guam's school facility managers indicates that the preference is for a decentralized system. The layouts show space within or near each courtyard building for mechanical equipment that services that area. Enclosed areas are preferable to open-air storage for security and noise reasons. We recommend that school architects conduct additional discussions with operational managers when designing future schools on Guam.

●**Physical Education and Athletics:** Athletic fields require large areas of relatively flat land. Outdoor athletics activities are often noisy, and should be located away from classrooms; if used for marching band practice, locate away from residential areas. In order to maximize flexible use of fields by coaching staff, place them together whenever possible. Athletic spaces that are used for games, which the public attends, should be easy to find and placed near visitor or event parking lots.

●**Parking:** Locate parking lots in areas with easy access to local streets. However, it is not desirable to locate parking lots in areas where they dominate public views to the school. Develop a landscape buffer between parking lots and other uses.

●**Pedestrian Walkways:** All campus layouts prepared for this project create safe, walkable campus environments. Pedestrian walkways that connect the primary academic facilities are kept away from vehicular roads, and other pedestrian connections keep conflicts to a minimum. Whenever possible, create a pedestrian link between the school entry and public walkways or nearby public facilities. A clear, organized, and spacious walkway system helps to orient users and create a well-functioning environment. Walkways are often social gathering areas for students and teachers; provide shade trees and seating areas along

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them. Because of Guam's frequent rains, all major walkways should be partially or fully covered. Design service roads and pedestrian walkways near athletic fields for dual use by pedestrians and service/emergency vehicles.

● **Social Needs:** Often, areas that are not designated for specific classroom activities are overlooked in school planning programs. These include conference rooms, teacher/parent meeting rooms, faculty meeting areas, and small to large gathering areas for students. School programs should be modified whenever possible to meet social needs.

● **Vehicular Traffic:** It is important to provide a substantial, on-campus area for the drop off and pickup of children by either bus or private auto. Ideally, children should be able to exit from the right hand side of the car onto a pedestrian walkway that leads to school facilities. For safety reasons, locate vehicular roadways away from school activity areas. If it is necessary to route service roads or fire lanes through or near the center campus, then limit deliveries to off-hours. If possible, locate faculty and staff parking lots away from the visitor lot and student drop off and pickup traffic; this allows teachers to avoid the heavy traffic associated with before and after-school activities.

Standards

The schools conceptual plans provided illustrate several design ideas that are incorporated into the conceptual site plans. Although defining design guidelines for future schools is outside the scope of this project, these examples begin to show what is possible.

Courtyards

Courtyards are a traditional way to organize buildings around a central open space. They are used extensively throughout the conceptual plans. Courtyard buildings and layouts create organized, smaller scale environments that relate to a child's developmental needs and to educational groups. For example, grade-level classrooms for elementary schools and learning teams for intermediate schools can be organized around an open courtyard. If properly landscaped, courtyards relatively small. A larger outdoor area, such as the one shown at Southern High, is too large to perform its function as a social and organizational feature.

Pedestrian Walkways

Because students and teachers walk from one area of campus to another, pedestrian walkways are the "glue" that holds a school together. Rain is frequent in Guam, so it is recommended that all major walkways be partially or fully covered. Keep covered walkways along the edge of courtyard buildings open for both aesthetic and security reasons.

Architectural Styles

There are many types of architectural styles appropriate for Guam's schools, and several are shown in this section's color inserts. Because of the island's tropical climate, sloped roofs and wide roofs overhangs are recommended. Colored roof tiles properly attached for typhoon winds shall be used effectively to link school architecture to island traditions.

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Athletic Stands

Developing attractive yet typhoon-proof stands for high school facilities present a challenge for Guam's educational architects. For flat, urban school sites, either push the stands up against a gymnasium wall or hide the tall back side of athletic stands with trees or a tall hedge. When designing for sloped rural sites, a good way to blend concrete stands into the setting is to create terraced platforms for athletic fields. Then set the stands into the slope between the terraced fields.

Gates and Security

Security is a major issue for Guam's schools, and gates and fences often play a strong role in developing the physical character of a campus. This is especially true at public entries, public street edges, and campus interior locations where gates and fences either present a welcoming or unfriendly image for students, parents, and the public. Although security is an important issue, fences and gates or walls similar to those used at Tamuning Elementary School produce a positive image while maintaining security. When it is necessary to use metal-mesh fences in public areas, hide them with landscape materials.

Provide security lighting along side and rear perimeter walls, and keep a cleared area near the fence or wall for security reasons.

One of the best ways to keep a campus interior secure is to locate classroom, library, and cafeteria windows so that faculty and staff can observe outdoor activity areas. For courtyard layouts, keep interior courtyard windows large and limit exterior perimeter openings to high windows or louvered vents.

SITE SELECTION CRITERIA

Site development patterns affects the overall success of an educational facility. With a large public capital investment at stake, it pays to have site selection criteria and site development guidelines for each type of school facility. Typically, the expertise of a site planner and architect are needed when selecting school sites. When selecting a site for a new school facility, it is important to remember that the required acreage may be more than the minimum site listed on the conceptual site plans in this document. Actual sites may be oddly shaped or contain land that cannot be used because of steep topography, existing easements, or other reasons. In those cases, the site layout will be less efficient than the model plans.

Factors That Affect Site Planning

Whether a school facility will be used as an elementary, middle, or high school, the following factors apply.

- **Location:** A school site should be located near the population it serves, with proximity most important for elementary schools. Schools located near target populations make family participation in school activities easier and reduce transportation costs. If the proposed school site is adjacent to other public uses, then some of the school's facilities

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can be used off-hours for other purposes. Examples include the parking lot, dining hall, auditorium, and athletic fields or playgrounds.

● **Access:** The size, location, condition, and traffic levels of existing roadways or bus routes that service a particular site affect the school's layout and operation. Nearby traffic or noise may produce safety hazards or an undesirable environment for teaching. Elementary and intermediate schools, in particular, should have adequate road access but should not be located off or near major highways. Pedestrian access is also important. If local walkways connect to the school's entry area and interior walkways, then students/parents can more easily walk to/from school

● **Adjacent Land Use:** A school should be compatible with surrounding uses. School traffic or outdoor activities can negatively impact dense residential neighborhoods. This is less a problem with elementary or intermediate schools than it is with high schools. If a high school is located next to a residential area, then it is important to locate a buffer area along that boundary in order to maintain privacy and reduce noise for local residents. Adjacent land use that produce high levels of noise, traffic, or pollution. Most residential development, small-scale commercial activity, public uses, and natural preserves are compatible neighbors.

● **Size of the Site:** The minimum site for elementary schools is 10 to 12 acres; for Intermediate schools 15 to 18 acres; for high schools 30 to 35 acres. Sites at the low end of the range require two or more story structures. If a site contains steep land, natural vegetation to be retained, or areas difficult to develop for technical reasons, a larger site is needed. In less developed areas, it may be necessary to control storm drainage by installing detention basins; this also increases land requirements. Larger sites can be developed as a park/school combination and include facilities used for other purposes. Finally, it is important that the site accommodate activities that requires large areas: (1) athletic facilities and outdoors play areas; (2) off-street loading requirements, particularly students drop off/pickup areas, and (3) off-street parking.

Topography: Nearly flat or mildly rolling land is easier to develop than a site with steep slopes. A minimum slope of 1 to 2% is required for good site drainage, and a slope of 2% to 5% provides good drainage and maximum development flexibility. Land with a 10% slope can be graded for athletic fields and school facilities, but extensive grading affects cost and increases land requirements. Conversely, a site with slope variations and natural vegetation is more attractive than a nearly flat site.

● **Site Development Cost:** Steep topography and underdeveloped services (roads, utilities) increase site development costs. Depending on the services required, site development costs could vary from 8% to 12% of the entire building construction cost excluding land. If a school site is small, and also has steep slopes, extensive grading and retaining wall construction will increase development costs. A small site also requires multi-story structures that may needs elevators for ADA (American Disability Act) compliance and sprinkler system for K-2 classroom located above the ground floor.

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● **Utilities:** Construction costs will be less if water, gas, electrical power, and storm/sanitary sewer lines are available near the school site. Check to determine if the line capacity is adequate to meet school needs. If on-site treatment fields for wastewater must be provided without cesspools (check Department of Health rules), then more land is needed for leaching fields.

● **Soil Types:** Unless soil types are known, it is wise to take test boring to determine whether existing soils will drain properly or support building loads. Problem soils limit available building sites and produce additional excavation or other cost for a school construction project.

● **Environment Factors:** A number of environmental conditions may determine what proportion of a site is usable or even whether the area should be used for school facility. The presence of hazardous waste, high noise levels, adjacent industrial facilities, or high voltage transmission lines may eliminate a site from consideration. If there are wetlands on a proposed site, the extent and location of the wetlands should be determined prior to land purchase. Wetlands usually must be preserved, and their size and location may have a negative impact on the school layout or its functional operations.

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GENERAL CONDITIONS

I. DEFINITIONS

1. Owner

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

2. Contracting Officer

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

3. Contractor

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

4. Notice

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

II. FDBML CONTRACT

1. Contract Documents

(a) The contract documents consist of the Agreement, the Request for Proposal (Part I & II) including all addenda and alterations made in the documents prior to their execution.

(b) The contract documents shall be signed by the Owner and Contractor in as many original counterparts as may be mutually agreed.

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(c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all. Any discrepancies between the contract documents shall be called to the attention of the Contracting Officer before proceeding with work affected thereby.

(d) It will be conclusively presumed that the Contractor has read, examined and agreed to each and every term, conditions, provisions, covenant or agreement proposals and contract, to the work to be carried on, said documents being on file in the Division of Capital Improvement Projects, Department of Public Works, Tumon, Guam.

III. OFFEROR RESPONSIBILITIES

1. Site Condition

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

2. Award of Contract

(a) The contract will be awarded as soon as possible to the best responsive and responsible offeror whose proposal meets the needs of the Government of Guam to the best degree, provided it is in the interest of the Owner to accept his bid.

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

3. Cancellation of Award

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

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IV. DUTIES OF CONTRACTING OFFICER AND CONTRACTOR SAFETY MEASURES

1. Authority of Contracting Officer

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

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

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

2. Contractor's Obligations

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

3. Superintendence by Contractor

The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the

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work at all times during progress with authority to act for him.

4. Subcontracts

- (a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Owner. The diffusion or sections of the contract are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.
- (b) The Contractor shall be as fully responsible to the Owner for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.
- (c) The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged in his work.
- (d) The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work which are generally performed by specialty subcontractors.
- (e) The Owner will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- (f) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work including waiver of mechanics liens to bind subcontractors by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Owner any exercise over the Contractor under any provisions of the contract documents.

5. Subletting

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

- (a) Where the subletting is for both labor and material, total cost of sublet work shall not exceed 49% of the contract amount.
- (b) Where subletting is for labor only, sublet work cost shall not exceed 20% of the total contract amount. Information concerning subcontracts must form a part of the bid documents and shall be submitted on standard "Subcontract" information form.

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6. Assignments

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

7. Equal Opportunity

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

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

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

8. Hiring of Apprentices

The Contractor shall, except of good cause shown, hire for performance of work

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under this contract, to the extent possible, apprentices in each occupation to be employed in the performance of work under this contract in accordance with the Executive Order No. 30-7.

9. Minimum Wage Rate

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

10. Laws, Permits and Regulations

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

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

(c) The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to work hereunder unless in conflict with contract requirements. If the Contractor ascertains at any time that any requirement of this contract is a variance with applicable laws, ordinances, regulations, or building code requirements, he shall promptly notify the Contracting Officer and any necessary adjustment of the contract shall be made as specified under Changes in Work.

11. Contractor's and Subcontractor's Insurance

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

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

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

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

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

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

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

12. Accident Prevention

(a) Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the

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Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable laws.

(b) Should typhoon warnings be issued, the Contractor shall secure the site and take every practicable precaution to minimize damage and/or danger to persons, to the work, and to the adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and/or equipment from exposed locations, and removing or securing scaffolding and all other temporary work.

13. Protection of Work and Property

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

14. Responsibility of Contractor to Act in Emergency

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

15. Mutual Responsibility of Contractors

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

16. Use of Premises and Removal of Debris

The Contractor expressly agrees to undertake at his own expense

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- (a) to take every precaution against injuries to persons or damages to property;
- (b) to comply with the regulations governing the operation of premises which are occupied and to perform his contract in such a manner as not to interrupt or interfere with the operation of other facilities;
- (c) to perform any work necessary to be performed after regular working hours or on Sundays or legal holidays without additional expense to the Owner;
- (d) to store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (e) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (f) to frequently clean up all refuse, rubbish, scrap materials and debris caused by his operation so that at all times the site of the work shall present a neat, orderly and workmanlike appearance. No burning will be permitted;
- (g) to effect all cutting, fitting, or patching of his work required to make the same conform to the plans and specifications, and except with the consent of the Contracting Officer, not to cut or otherwise alter the work of any contractor;
- (h) before final payment to remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, to put the site in a neat, orderly condition and to thoroughly clean and leave reasonably dust free all furnished surfaces.

17. Obstructions

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

18. Site of Contractor's Operations

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

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19. Barricades

The Contractor shall erect, install and maintain all temporary public walks, warning signs, barricades or other protective means in and around the site as deemed necessary or as may be ordered by the Contracting Officer for the effective protection of the public from injury and shall be held strictly liable for their safety.

20. Electrical Energy

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

21. Water

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

22. Signs

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

V. QUALITY OF WORK

1. Engineering and Layout

The Contractor shall provide competent engineering services to execute the work in accordance with the contract requirements.

2. Shop Drawings, Materials and Workmanship

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

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Shop Drawings

- (a) The Contractor shall submit, for the approval of the Contracting Officer, shop and setting drawings and schedules required by industry practice or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given.
- (b) Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound insets.
- (c) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.
- (d) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that if applicable, suitable action may be taken for proper adjustment. Otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.
- (e) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph 2 (e), shall not be construed (1) as permitting any departure from the contract requirements; (2) as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

3. Standards

- (a) Any material specified by reference to the number, symbol or title of a specific standard, such as a commercial standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereto in effect on the date of Request for Proposals, except as limited to type, class or grade or modified in such reference.
- (b) The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. These standards are

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not furnished to proposers for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contracting Officer will furnish, upon request, information as to how copies of such standards may be obtained.

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

4. Samples

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

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

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

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

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

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

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

5. Laboratory Tests

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

6. Methods

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

7. Labor and Materials

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

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for at least of customary standard grade. All work shall be executed in accordance with their trades. Full structural safety is essential and the Contractor guarantees to accomplish same for the entire work.

8. Guarantee of Work

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

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

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

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

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

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

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

9. Defective Work

No work or material which may be defective in construction or quality or deficient in any of the requirements of the drawings and specifications will be considered

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

Any defective work that may be discovered before the completion of the work or within such time as required by the bond shall be replaced by work and materials that shall conform to the spirit and intent of the drawings, specifications and contract. The fact that the Contracting Officer or his representatives may have overlooked defective work shall not constitute the acceptance of work. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.

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

VI. INSPECTION OF WORK

1. Access to the Work

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

2. Inspectors

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

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

3. As-Built Drawings

An approved set of drawings and specifications shall be maintained at the site with

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all changes or deviations from the original drawings neatly marked thereon in brightly contrasting color. This shall be a separate set of drawings not used for construction purposes which shall be kept up to date as the job progresses and shall be made available for inspection by the Contracting Officer at all times. Upon completion of the contract this set of drawings shall be delivered to the Contracting Officer. An electronic CAD file (non-PDF) of the shop drawings shall also be submitted for review and approval prior to final acceptance of the project.

4. Inspection

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

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

(c) Should it be considered necessary or advisable by the Contracting Officer at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements involved in the examination and replacement, the cost of conducting the test plus 15 percent shall be allowed the Contractor and he shall in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

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5. Final Inspection

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

VII. TIME FOR PERFORMANCE

1. Prosecution of the Work

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

2. Suspension of Work

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

3. Climatic Conditions

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

(b) Contract Completion Time. The allowable work days for this contract were calculated after allowing for the following number of lost days in each month. Time extension on account of inclement weather will be allowed only if the daily report of the Contracting Officer's inspector indicates lost days beyond the limits shown below. Time extension on account of inclement weather on Saturday and Sunday

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shall be granted only if the Contractor confirms in writing at least seven (7) days in advance his intention to work on weekends.

Month	Non-Working Days	Month	Non-Working Days
Januar	06	July	10
Februa	04	August	11
March	04	Septemb	11
April	03	October	09
May	04	Novemb	07
June	06	Decemb	07

4. Progress Report

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

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

(a) If:

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

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

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

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

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

(6) The Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Contracting Officer or otherwise be guilty of a substantial violation of any provisions of this contract, then, and in any such event, the Owner, upon the certificate of the Contracting Officer that sufficient cause

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exists to justify such action, and without prejudice to any other rights or remedy he may have may, with 10 calendar days notice to the Contractor, terminate the employment of the Contractor and his right to proceed, either as to the entire work or (at the option of the Owner) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise as the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment on that work until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative, and inspection services and any liquidated damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of and utilize in completing the work such materials, supplies, plant, and equipment as may be on the site of the work and necessary therefor. The expenses incurred through the Contractor's default shall be certified by the Contracting Officer.

(b) If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages for each calendar day of the delay until work is completed or accepted the amount as set forth in the section of the specifications and the Contractor and his sureties shall be liable for the amount thereof.

(c) Provided that the right of the Contractor to proceed shall not be terminated, or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such cases, if the Contractor shall, within ten days from the beginning of any such delay (unless the Owner shall grant a further period of time prior to the date of final settlement of the contract) notify the Owner in writing through the Contracting Officer of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of facts justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto subject only to arbitration as specified herein.

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VIII. CLAIMS, PAYMENTS

1. Contractor's Title to Materials

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

2. Claims

The Contractor agrees whenever required to do so by the Owner to furnish satisfactory evidence that all persons, firms or corporations who have done work or supplied materials under these specifications have been paid or have been duly notified of the completion of the work and have been secured to their satisfaction before the said Contractor shall be entitled to final payment.

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

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

3. Waiver of Mechanics Liens

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

4. Schedule of Values

Within three days after receipt of notice to proceed, the Contractor shall submit for

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approval a schedule of the estimated values of the main branches of the work totaling the amount of the contract. The format to be used will be furnished by the Contracting Officer.

5. Taxes

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

6. Materials, Services and Facilities

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

7. Patents

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

8. Payment by Contractor

The Contractor shall pay -

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

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

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

9. Extras

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

IX. MISCELLANEOUS

1. Prohibited Interests

(a) No member of or Delegate to Congress or Resident Commissioner or Governor's Office or Lieutenant Governor's Office or Employees of the Government of Guam and their relatives or immediate family members, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(b) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Government of Guam authorized to exercise any legislative, executive supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

2. Disputes

(a) Except as otherwise provided in this contract, any disputes arising under this contract shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive. The provision shall not be pleaded in any suit involving a question of facts arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative is alleged. Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so

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grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence.

(b) This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (2) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official representative or board on a question of law.

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SPECIAL PROVISIONS

1. **General Intention.** It is the declared intention and meaning to provide and secure the Construction of New High School at Marbo Base Command in Yigo, Finance, Design, Build, Maintain, Leaseback (FDBML), Project No. 700-5-1019-L-TER.
2. **Bid.** The Contractor and each and every subcontractor shall read the General Conditions immediately following these special provisions, and by the act submitting a bid, shall be deemed to have accepted all conditions contained therein.
3. **Specification and Standards.** The specifications and standards referenced in this specification (including addenda, amendments and errata listed) shall govern in all cases where the references thereto are made. In cases of difference between the referenced specifications or standards and this specification or its accompanying drawings, this specification and its accompanying drawings shall govern to the extent of such difference, otherwise the referenced specifications and standards shall apply. Extra care shall be exercised to refer in requests for quotation in orders and in subcontracts to the referenced specifications and to all modifications thereof.
4. **Time for Completion.** It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on date to be specified in the Notices to Proceed for the design within forty five (45) calendar days and construction and shall be completed within ninety (90) calendar days.

SPECIAL PROVISIONS

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**Prevailing Wage Rates for Temporary Alien Employment Certification
Government of Guam**

EFFECTIVE JANUARY 01, 2001

OCCUPATION	HOURLY
Bricklayer	\$11.75
Carpenter	\$11.70
Cement Mason	\$11.34
Construction Helper	\$9.34
Construction Labor	\$8.50
Electrician	\$14.07
Heavy Equipment Mechanic	\$14.14
Heavy Equipment Operator	\$13.32
Iron Worker	\$10.38
Painter	\$14.60
Pipe Fitter	\$16.80
Plasterer	\$9.95
Plumber	\$14.31
Refrigeration Mechanic	\$16.24
Roofer	\$10.96
Sheet-Metal Mechanic	\$14.11
Surveyor Helper	\$10.74
Truck Driver	\$13.80
Welder	\$15.97
Warehouseman	\$12.00

PREVAILING WAGE RATES

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