



The Honorable
LOURDES A. LEON GUERRERO
Maga' Håga • Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Låhi • Lieutenant Governor



February 5, 2024

**PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE
CONSTRUCTION OF SIMON SANCHEZ HIGH SCHOOL**

PROJECT NO. 730-5-1058-L-YIG

ADDENDUM NO. 3

This addendum shall form a part of the RFP documents. Failure by any offeror to acknowledge receipt of this addendum shall be grounds for disqualifications.

- I. Site visit will be on February 9, 2024, 9:00 A.M. at Simon Sanchez compound. The site visit is mandatory as required in the RFP.**
- II. The amended Pages, Sections and Subsections of the RFP are attached in this Addendum 3. (Please see attached).**
- III. Remove Page 11 in its entirety and replace with this amended page; (Page 11(AD-3)).**
- IV. Remove Pages 35, 36, and 37, and replace with these amended pages; (Page 35(AD-3), Page 36(AD-3) and Page 37(AD-3)).**
- V. The following are the Request for Information (RFI) by the prospective Offerrors:**

TG ENGINEERS

RFI No. 1

Please clarify the Key Person Guam PEALS Licensing requirements?

Answer:

Reference Section I, IX and X (C, D, E)

RFI No. 2

Please provide the current project design status?

Answer:

Design is one hundred percent (100%). Please see Exhibit 1 attached to this Addendum 3 that contains the site plan rendering and site plan designs for the Simon Sanchez Facility.

RFI No. 3

Will the design plans be available for review by the offerors in advance of the proposal submittal deadline?

Answer:

Please see Exhibit 1 attached to this Addendum 3 that contains the site plan rendering and site plan designs for the Simon Sanchez Facility.

RFI No. 4

Is the design intent to reuse a portion or all of the existing building?

Answer:

No existing buildings will be reused. Please see Exhibit 1 attached to this Addendum 3 that contains the site plan rendering and site plan designs for the Simon Sanchez Facility.

RFI No. 5

We request that Liquidated Damages should be deleted from the future contract requirements.

Answer:

Liquidated Damages has been deleted. Please see amended pages 35(AD-3), 36(AD-3) and 37(AD-3) attached to this Addendum 3.

RFI No. 6

We request a proposal submittal deadline extension for 2-weeks to Monday, 2/19/2024.

Answer:

The date of RFP submission has been changed from February 5, 2024 to February 19, 2024. Time and place of RFP submission remains the same. (Refer to Addendum 2, dated

January 24, 2024).
Aaron Sutton PE ENV SP
CIVIL ENGINEER
Guam Office Manager
GHD

RFI No. 1

The contract in the RFP includes a Liquidated Damages clause. These are typically included in construction contracts, not construction management contracts. Can this be removed?

Answer:

Liquidated Damages has been deleted. Please see amended pages 35(AD-3), 36(AD-3) and 37(AD-3) attached to this Addendum 3.

RFI No. 2

Can DPW share the name of the consultants comprising the Design team and are they precluded from CM team?

Answer:

Please see Exhibit 1 attached to this Addendum 3 that contains the site plan rendering and site plan designs for the Simon Sanchez Facility.

RFI No. 3

The RFP states under IV-Construction Management Scope of Services that the CM will perform as the Commissioning Agent during construction and close out phases. These services are typically provided by the Construction Contractor. Verify that commissioning is included in the CM scope of services.

Answer:

Item 46 under Section IV, Page 11 of this RFP has been removed. Please see amended page 11(AD-3) attached to this Addendum 3.

RFI No. 4

Has DPW bid and/or awarded the construction contract, if so can DPW share the name of the Contractor?

Answer:

No, construction contract has not been issued, procurement pending.

RFI No. 5

Can DPW share the construction plans and specifications?

Answer:

Please see Exhibit 1 attached to this Addendum 3 that contains the site plan rendering and site plan designs for the Simon Sanchez Facility.

END OF ADDENDUM


VINCENT P. ARRIOLA
Director

connection therewith, as authorized under this RFP all in accordance with the terms as stated in the contract documents.

(a) Progress payments will be made on a monthly basis.

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

V. OTHER CONTRACTS. The Government may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

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

VII. CONTRACT BINDING. It is agreed that this contract and all of the Covenants hereof shall inure to the benefit of and be binding upon the Government and the Awardee respectively. Neither the Government nor the Awardee shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

VIII. NO MECHANIC LIENS. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the project covered by this contract, or the land upon which the same is situated.

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

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

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

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

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

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



John F. Calanayan <john.calanayan@dpw.guam.gov>

CM Services for SSHS, Project No. 730-5-1058-L-YIG - RFP Questions

1 message

torg@tg-engr.com <torg@tg-engr.com>

Fri, Jan 19, 2024 at 4:33 PM

To: john.calanayan@dpw.guam.gov, Janessa Borja <janessap@tg-engr.com>, cathym@tg-engr.com

Hafa adai Mr. Calanayan,

We have the following questions regarding the SSHS RFP.

- 1.0 Please clarify the Key Person Guam PEALS Licensing requirements?
- 2.0 Please provide the current project design status?
- 3.0 Will the design plans be available for review by the offerors in advance of the proposal submittal deadline?
- 4.0 Is the design intent to reuse a portion or all of the existing building?
- 5.0 We request that Liquidated Damages should be deleted from the future contract requirements.
- 6.0 We request a proposal submittal deadline extension for 2-weeks to Monday, 2/19/2024.

We look forward to your response.

Best regards,

Tor Gudmundsen, PE

TG Engineers, PC

Tiyan, Guam

O 671-647-0808

M 671-988-7830



718 N. Marine Corps. Drive, Suite 203
Tamuning, Guam 96913
Tel: (671) 478-5454
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January 19, 2024

Vincent P. Arriola, Director
Department of Public Works
Division of Capital Improvements
TMC Building Department of Public Works, Government of Guam

RE: Professional Construction Management Service for the Construction of Simon Sanchez High School, Project No.: 730-5-1058-L-YIG: Pre-Proposal Questions

Håfa Adai Mr. Arriola,

KHLG & Associates Inc. (KHLG) is to submit the following questions for clarification or interpretation of the Request for Proposal for Project No.: 730-5-1058-L-YIG.

Section V. BIM Project Execution Planning. Pages 11-12

1. Confirm in the final review and approval of the contract documents, that the GDOE A&E Design Firm retains responsible control of the design.
2. Confirm the delineation of work between the GDOE A&E Design Firm and the CM for:
 - a. Integrated BIM execution Plan
 - b. BIM (is the GDOE A&E Design Firm providing models?)
 - c. A preliminary cost model based on the schematic design for pre-construction reviews.
3. Will the CM Team need to build any models for BIM?

Contract. Section III. Liquidated Damages. Page 35

1. Liquidated Damages are specifically for construction projects. Construction Management services cannot be responsible for the Construction Contractor's schedule; therefore, CM cannot be subject to Liquidated Damages. This appears to be an error. Will the Liquidated Damages clause be removed from the CM Contract?

General Question

1. Will construction of the Simon Sanchez High School be a new footprint, renovation of the existing footprint, or a hybrid (both new footprint and renovation of the existing structure)?

Your time and attention to our questions is greatly appreciated. We look forward to DPW's responses and the forthcoming submission of our proposal for CM Services for the Construction of the Simon Sanchez High School.

Si Yu'us Ma'ase,

Vicente A. Ada II, PE
KHLG & Associates, Inc.
Project Manager



John F. Calanayan <john.calanayan@dpw.guam.gov>

RFP 730-5-1058-L-YIG - KHLG Pre-Proposal Questions

1 message

Vicente Ada <VicenteA@khlgassociates.com>

Fri, Jan 19, 2024 at 4:20 PM

To: "john.calanayan@dpw.guam.gov" <john.calanayan@dpw.guam.gov>

Cc: "Kent C. Hsieh" <KentH@khlgassociates.com>, Alfred Leon Guerrero <AlfredLG@khlgassociates.com>

Hafa Adai Mr. Calanayan,

Please see KHLG's Pre-Proposal Questions attached to this email.

Thank you!

Vicente Ada II, PE, CES

KHLG & Associates, Inc.

O: 671-478-5454 ext. 277

C: 671-688-2689

Website: www.khlgassociates.com



SSHS CM Services - RFP 730-5-1058-L-YIG - KHLG Pre-Proposal Questions.pdf

205K

EXHIBIT 1

PROJECT NO. 730-5-1058-L-YIG



SSHHS MAY 2023

TRMA - ARCHITECT & OWNER AGENT

DCA - STRUCTURAL, CIVIL, ENVIRONMENTAL

WM ENGINEERING - MECHANICAL & FIRE
PROTECTION

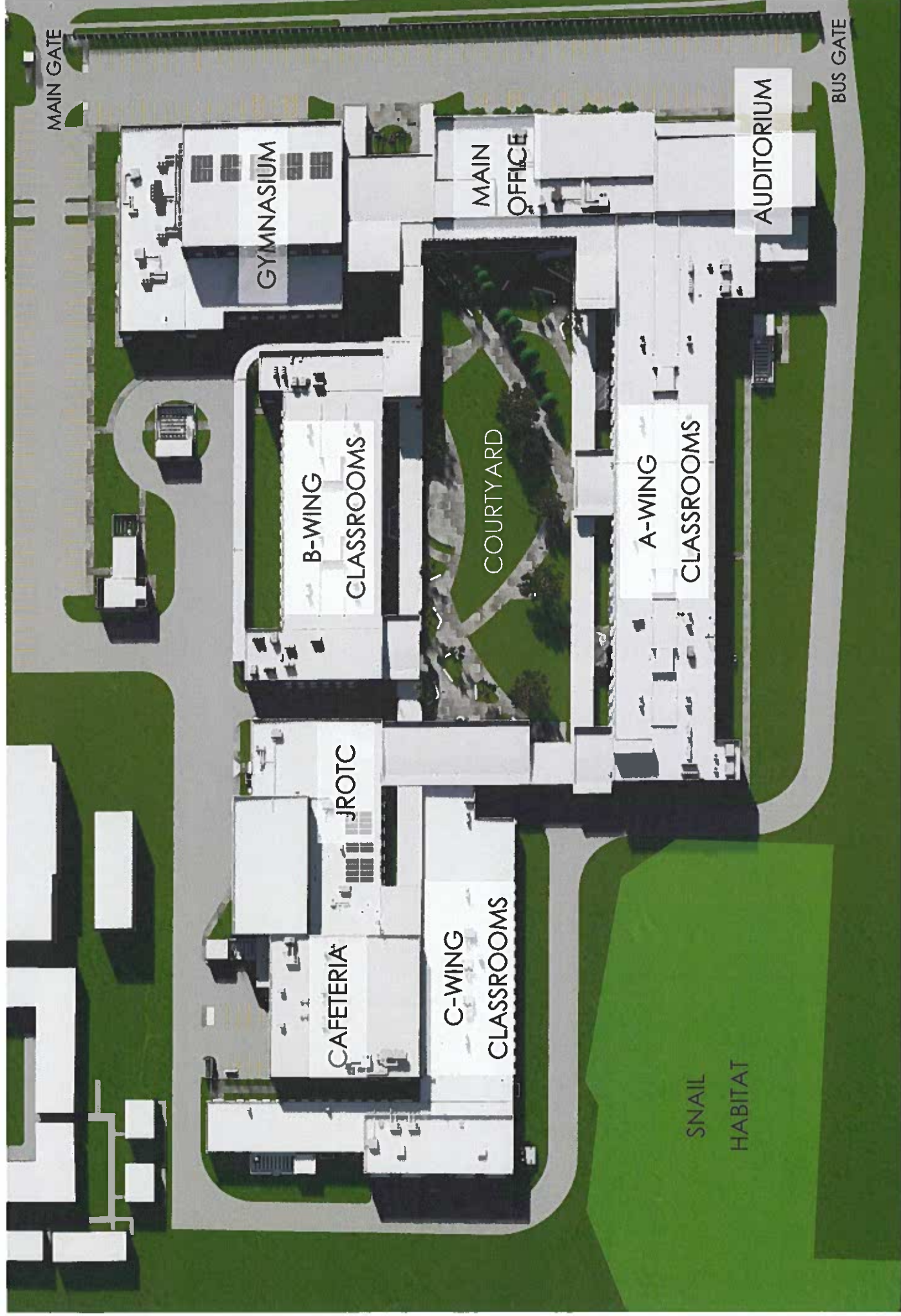
EMCE CONSULTING ENGINEERS - ELECTRICAL POWER
& LIGHTING

INSYNERGY ENGINEERING - TELECOM &
COMMISSIONING

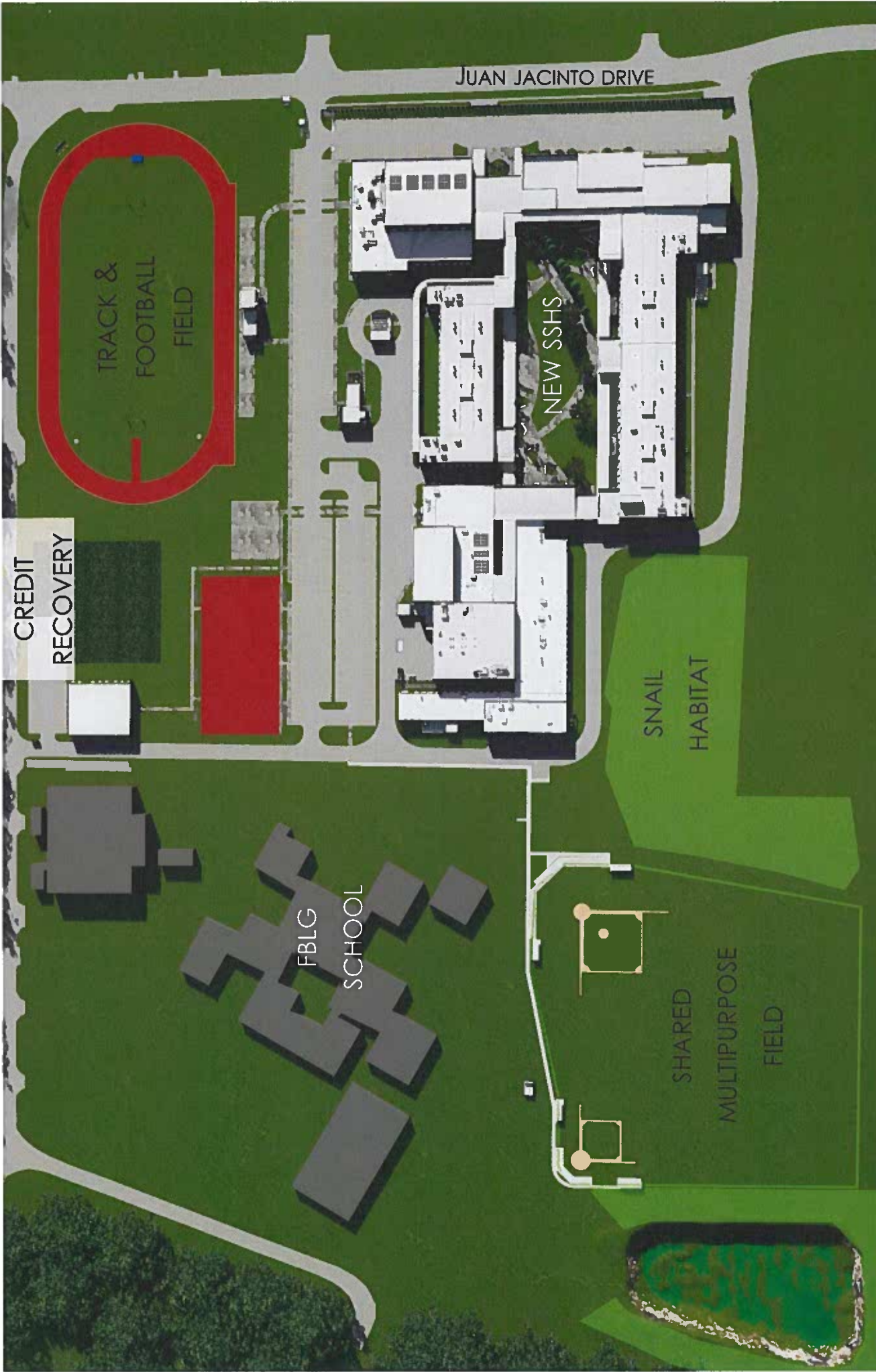
A/E TEAM



PHASE 1 SITE PLAN 2023 - 2025



PHASE 1 SITE PLAN 2023 - 2025



PHASE 2 SITE PLAN 2025 - 2026

Taniguchi Ruth Makio Architects

T-1

