

REQUEST FOR PROPOSAL
PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE
CONSTRUCTION OF SIMON SANCHEZ HIGH SCHOOL

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

LOURDES A. LEON GUERRERO
GOVERNOR OF GUAM

And

JOSHUA F. TENORIO
Lt. Governor of Guam

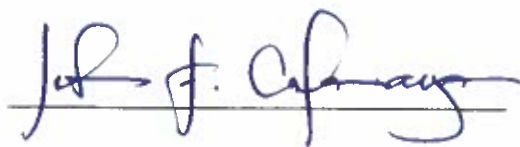
PREPARED BY:

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

2024

RECOMMEND APPROVAL:

APPROVED BY:



JOHN F. CALANAYAN
Engineer Supervisor
Department of Public works

Date: 1/2/2024



VINCENT P. ARRIOLA
Director
Department of Public works

Date: 1-2-24



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

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


public works
DIPATTAMENTON CHE'CHO' PUPLEKO
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director

REQUEST FOR PROPOSAL

The Governor of Guam, Lourdes A. Leon Guerrero, and Lt. Governor of Guam, Joshua F. Tenorio, through the Director of the Department of Public Works is soliciting sealed proposal for the **“Professional Construction Management Service for the Construction of Simon Sanchez High School; Project No.: 730-5-1058-L-YIG”**.

Sealed proposals will be received at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building Department of Public Works, Government of Guam, no later than **4:00 p.m. February 5, 2024**.


A non-refundable amount of \$25.00 is required as payment for RFP documents, which can be obtained from the Contract Administration Technical Services, Ground Floor, TMC Building, Department of Public Works commencing on **January 8, 2024**. A receipt of payment at the cashier at the Permit Center, Building “A” Department of Public Works should be presented when applying for the RFP documents.

This Request for Proposal (RFP) is available to download from DPW’s website at www.dpw.guam.gov. If downloaded, the Twenty Five U.S. Dollars (\$25.00) non-refundable fee is to be paid prior to submission of sealed proposal. No proposal will be entertained if the fee has not been paid. Also, upon obtaining the RFP, prospective Offeror must complete the Acknowledgement of Receipt Form set forth as **Attachment A-8** to this RFP and return the completed form to DPW in order to receive any addenda or other notices related to this RFP. Failure by prospective Offerors to submit the Acknowledgement of Receipt Form to DPW may result in the prospective Offeror not receiving notices from DPW regarding this RFP, including addenda, point deductions during the proposal evaluation process, or proposals may be deemed non-responsive.

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

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

A pre-proposal conference will be held on **January 17, 2023 at 9:30 a.m.** at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building Department of Public Works. A site investigation on the proposed project will be conducted immediately after the pre-proposal conference, to allow prospective bidders to familiarize themselves with the project's site conditions. Attendance for the pre-proposal conference and site visit is mandatory.


VINCENT P. ARRIOLA

✓ Director

RFP TIMELINES

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

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

January 8, 2024	AVAILABILITY OF RFP DOCUMENTS:
January 17, 2024 @ 10:00 A.M.	MANDATORY PRE-PROPOSAL CONFERENCE
January 19, 2024	LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS
February 5, 2024	RFP SUBMITTAL DUE DATE
TIME:	ON OR BEFORE 4:00 P.M.
PLACE:	DPW, TMC BLDG. CIP-CONTRACT SECTION

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Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 730-5-1058-L-YIG

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I. PROJECT OVERVIEW:

The Guam Department of Public Works (DPW) is soliciting proposals from qualified firms to provide Construction Management Services for the construction of the new Simon Sanchez High School for the Guam Department of Education (GDOE) as mandated by P.L. 37-22. The DPW intends to contract with one independent firm, hereinafter referred to as **Consultant, Proposer or Offeror**. The firm must possess a current Certificate of Registration (COR) or Certificate of Authorization (COA) issued by the Guam Professional Engineers, Architects and Land Surveyors (PEALS) Board in accordance with 22 GCA. CH 32. The selected firm will act as the representative for the Department of Public Works in administering the construction contract and include responsibility for managing and coordinating the construction phase of the project. Construction management services shall be performed by an independent party on a standalone basis. **Construction Management Services shall be independent from the GDOE A&E firm/designer and shall not self-perform or be allowed to bid on any division of work.**

Qualified firms or individuals shall submit the required proposal documents on the specified timelines identified within this RFP.

II. TERM AND TIME OF PERFORMANCE:

Term and Time of Performance will be based on the duration of the design review, construction, and the one-year construction warranty period not exceeding five (5) years.

- a. The initial term of the Contract(s) shall be for a term of three (3) years (the "Initial Term") commencing from the date of award approved by the Governor. The Initial Term may be extended an additional two (2) year period upon DPW providing written notice of its intent to extend at least sixty (60) days prior to expiration of the Initial Term. The Initial Term, as may be extended, is subject to the availability of funds.
- b. The time of performance is the negotiated time in calendar days, which begins upon the issuance of Notice to Proceed (NTP) and ends at the time of project completion but cannot be extended beyond the term of the Contract.

III. CONSTRUCTION MANAGEMENT GENERAL SCOPE OF SERVICES AND RESPONSIBILITIES:

Serves as the construction manager for DPW to manage the design review and construction of the new Simon Sanchez High School. Any person, corporation, partnership or association providing services under the heading of "Construction Management" shall be required to have the following services performed by engineers, architects, or land surveyors duly

registered in Guam. Such services shall fall under the broad definition of engineering, architecture, and land surveying and shall include but not be limited to the following:

- Design and constructability review.
- Professional construction inspection or observation.
- Certifications.
- Shop drawing review.
- Documents interpretation.
- Advise in writing when it is aware of any conflicts, errors, omissions in the Construction Documents or defects in construction of the project.

IV. CONSTRUCTION MANAGEMENT SCOPE OF SERVICES:

Construction Management services shall monitor the work of the Contractor and coordinate the work with the activities and responsibilities of the DPW and GDOE's A&E Design Firm to complete the Project in accordance with the objectives of cost, time, quality and safety.

The activities (not in particular order) are as follows but not limited to;

1. Assist in the Procurement of bids for construction
2. Provide technical and constructability reviews of the design.
3. Conduct professional construction inspection and observation.
4. Provide Construction Administration services during construction. Review design documents for completeness and proper coordination of disciplines.
5. Final review and approval of all construction as it relates to the intent of the Architectural Contract documents.
6. Development of a CM Quality Assurance Plan.
7. Document site conditions prior to construction.
8. Control of project cost and schedules.
9. Review approved submittals prior to fabrication or installation of materials and equipment.
10. Observe, monitor, and document daily field work activities.
11. Review and monitor Contractor's Quality Control Plan and its implementation.
12. Prepare reports and other record keeping.
13. Provide non-conforming and deficient work resolution process.
14. Perform Value engineering as needed upon inspection of project systems and materials with the aim of producing the greatest value for the least cost.
15. Review design documents for constructability, completeness, accuracy, and proper coordination of disciplines.
16. Continual review of design documents to confirm conformance to the approved project budget.
17. Continual value analysis of the design and identification of opportunities to meet or reduce construction costs and/or improve facility performance.

18. Review the development of a detailed construction schedule for the project. include review of long lead items and owner supplied equipment and materials.
19. Constructability reviews to test whether the design selected will be the most practical from the construction point of view.
20. Engage key stakeholders during construction of milestone and critical risks to project objectives.
21. Prepare for and assist DPW for the Preconstruction Conference.
22. Perform Preconstruction Administrative Activities.
23. Assist in the Coordination of regulatory and building department inspections.
24. Record progress of project. Prepare daily construction reports. Prepare a progress photo log.
25. Review, process and maintain logs for material and QA testing.
26. Review, process and coordinate RFI's, submittals, shop drawings and maintain logs.
27. Schedule monitoring and updates, work with contractor on developing schedule recovery plans.
28. Coordinate construction activities in connection with shutdowns, tie-ins, shared facilities, including storage areas, staging areas, contractor areas, contractor access, haul roads, crane and equipment locations and material delivery sequencing.
29. Document and track Change Requests, review changes of scope, estimated costs (additive and/or deductive), provide recommendations as appropriate. Assist DPW with Contractor requests for equitable adjustment and claims. Provide documentation of all relevant issues, detailed analyses, review and evaluation of requests/claims.
30. Conduct progress payments, funding requests and payment recommendations.
31. Perform QA testing for earthworks, concrete, and survey controls.
32. Monitor Contractor Quality Control testing.
33. Monitor and track Acceptance Testing, witness testing, and provide test report documentation.
34. Inspection, full-time
 - a) Site fire protective means; environmental protection plan; storm water protection plan; coordinate traffic and security operations at the site.
 - b) Punch lists
 - c) Record drawing updates and ensure updates are being maintained by Contractor.
35. Prepare Substantial Completion Report and Certificate. Final payment recommendation.
36. Document O&M Manuals, record drawings, training and training materials, warranties, and certifications.
37. Coordinate project closeout, record drawings, and document turnover.
38. Prepare a final report narrative of significant design and construction events and issues for the project. The Final Report shall include the Record Drawings, warranty information, operation and maintenance information, and other pertinent project data.
39. Implement & Maintain Project Controls Records & Document Management and Communication.
40. Review Payroll Reports and Monitor Compliance with Labor Laws.
41. General and Permit Compliance Monitoring.

42. Manage Processing and Implementation of Design Changes.
43. Oversee CM staff Safety Program and Monitor Contractor Safety Program, Project closeout, Punch List Development, Record Drawings, Final Report.
44. Coordinate Training and Construction Warranty Period Responses.
45. Perform all other related work as required by DPW.
46. Perform as Commissioning Agent during construction and close out phases.
47. Management of the Project punch list process and documentation of the construction punch list in coordination with the A&E, its consultants and the DPW.

V. BUILDING INFORMATION MODELING (BIM) PROJECT EXECUTION PLANNING:

The Firm shall work with the GDOE's A&E Design Firm to develop an integrated BIM Execution Plan to document the project delivery standards and protocols for the BIM uses and deliverables. This will include and use the current version of Level of Development Specification (LOD) published by BIM Forum to specify and articulate with a high degree of clarity the use, content and reliability of BIM at various stages in the design and construction process, such as elements to be modeled, model element authors, timing for element modeling, precision/details to be included, etc. The entire design and construction team, including the GDOE A&E Design Firm as well as the selected CM Firm, shall all utilize BIM for design, documentation and delivery of this Project.

A fully coordinated BIM with all disciplines (Structural, MEP, Fire Sprinkler, Landscape) and including space for building services such as fire alarm, IT, AV, Security all modeled and coordinated with architectural spaces and the reflected ceiling plans. Clash detection should be regularly performed and resolved for multi-disciplinary coordination.

The BIM should be completely coordinated to support shop fabrication of all relevant components for the building to maximize the efficiency of the construction process and to save both time and money while maintaining the highest quality.

Record documentation must be provided to the Owner in the following formats:

- BIM – Source files in their native formats (e.g., Revit, Navisworks, etc.)

The BIM is expected to end with a clear design direction that includes a design presented in 3D model showing the building shells and associated functional components to enable use and coordination by the CM Firm. Mechanical, Electrical and Plumbing (MEP) design shall also be incorporated to indicate how the building systems integrate with the architectural design. The deliverables shall include finalized floor plans with all program spaces defined and appropriately sized and located. Detailed circulation plans for students, patrons, staff,

security, and emergency vehicles shall be defined during this phase. Finishes and general furnishings shall also be defined for further refinement in the design development phase. GDOE's A&E Design Firm shall coordinate with the CM Firm to develop a preliminary cost model based on the schematic design for pre-construction reviews.

VI. PERSON RESPONSIBLE FOR DRAFTING SPECIFICATIONS:

- Randy Romero, DPW Building Inspections and Permits Administrator

VII. COMMUNICATION REGARDING THE RFP:

Any correspondence or communication by a potential offeror must be made in writing via email addressed to John F. Calanayan, Engineer Supervisor at john.calanayan@dpw.guam.gov or by hand delivery at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, TMC Building Department of Public Works. All written communications must reference RFP 730-5-1058-L-YIG in the subject or reference line.

VIII. PROPOSAL PACKAGE REQUIREMENTS:

Each Proposal Package will consist of the Offeror's Technical Proposal Submittal with all required forms, complete with original signatures and notarizations where necessary.

IX. TECHNICAL PROPOSAL SUBMITTAL:

The Technical Proposal shall be submitted in a sealed envelope or box that is clearly marked "Technical Proposal" and must include one (1) original with all the required forms listed on **Section XXXIII - RFP LEGAL REQUIREMENTS** complete with original signatures and notarizations where necessary, five (5) copies, and two (2) electronic copies (CD or USB flash drive) containing the complete technical submittal.

The Technical Proposal shall contain a thorough description of the Offeror's business and relevant activities being offered in response to this RFP. The Technical Proposal shall demonstrate all items as described below:

- a. The name of the offeror, the location of the offeror's principal place of business of the proposed contract;
- b. Copies of the offeror's current Certificate of Registration or Certificate of Authorization issued by the Guam Professional Engineers, Architects and Land Surveyors (PEALS) Board for Construction Management in accordance with 22 GCA, CH 32 and to be in compliance with P.L. 33-28 and the PEALS Board Rules and Regulations.

- c. The abilities, qualifications, experience and the role of all key person(s) that would be assigned to perform the services contained in this RFP;
- d. Primary point of contact: Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the DPW and the offeror for all work under the contract. The manager candidate may be subject to the approval of DPW.
- e. Provide his/her resume and describe his/her qualifications
- f. Explain why this person has been selected as the overall project coordinator/manager.
- g. Key personnel: Provide the name(s), education, qualifications, experience, and the role of each key personnel assigned to perform the services under this RFP. Present an organizational chart identifying the relationships and duties of both the corporate staff and all proposed management and staff to be assigned to assist with the services under this RFP. At a minimum, if the offeror is an individual, the proposal should include a complete resume of the individual. If the offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspect of the project.
- h. Client list and work: Include a listing of current and former clients and a description of the type of work performed or is being performed.
- i. The Firm's construction management experience and techniques used to control costs and schedules.
- j. A list of other projects under which services similar in scope, size, or discipline to the required services were performed as specified in this RFP;
- k. A plan giving as much detail as is practical on how the services will be performed.
- l. List current construction management projects including type of project, location, size, and anticipated completion date;
- m. Based on your professional organization, fully describe how you can manage the project proposed in this RFP.

X. INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL (Proposal Format)

- A. Proposal Format:** The firm shall describe its approach and plans for accomplishing the work outlined in the Scope of Services. The Technical Proposal must consist of the following:

1. Cover Letter:

The responding firm must provide a cover letter which indicates the full name and address of the firm that will perform the services described in this RFP. Must indicate the name and contact information for the individual who will be the senior contact person who will be responding to this engagement. Must also indicate whether operating as an individual proprietorship, partnership, corporation, or a

joint venture. The cover letter should also indicate the state of incorporation and list all licenses obtained enabling it to operate. The cover letter must also include identification of any and all sub consultants.

2. References:

The responding firm must provide at least three (3) client references applicable to the scope of services, with contact names, telephone numbers, and e-mail addresses.

3. Description of Firm Prior Experience:

Through a response to the specific requests below, the respondent should clearly state its skills and experience in a manner that demonstrates its capability and to complete the Scope of Services. Indicate each project scope and the location of the project.

Please provide a description of experience within the past ten (10) years related to:

- a. Construction Management Services provided.
- b. Construction Management Services performed under contract with the Government of Guam.
- c. Construction Management Services of large-scale projects equivalent to the services identified in this RFP.

B. Management Overview and Approach:

The responding firm shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince DPW that the offeror understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the engagement. This narrative should convince DPW that the proposer's general approach and plans to undertake and complete the engagement are appropriate to the tasks involved.

The responding firm shall also set forth a detailed work plan indicating how each task in the Scope of Services will be accomplished. The responding firm shall also include a schedule which graphically depicts the milestone and benchmark dates for performing each task, for providing reports and presentations and the final recommendations.

Mere reiterations of the tasks and subtasks set forth in the Scope of Services are strongly discouraged, as they do not provide insight into the firm's ability to complete the engagement. The firm's response to this section should be designed to convince DPW that the firm's detailed plans and proposed approach to complete the Scope of

Services are realistic, attainable, and appropriate and that the firm's proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFP.

C. Organization Chart:

The Organization Chart must include all Key Team members, their labor category, and titles for this engagement and the firm they represent. In the event the respondent firm is a "joint venture," the respondent firm must indicate from which participating firm each Key Team Member originates. For the purposes of this engagement, a "Key Team Member" is a principal, partner or officer of the firm, or a project executive, project manager, senior principal identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement.

If the responding firm is a "joint venture", there must be included a clear statement of responsibility associated with each member and/or entity of the joint venture.

D. Key Team Member List

The responding firm must list each Key Team Member and the percentage of time each Key Team Member will spend on this engagement, based upon a forty (40) hour work week.

E. Resumes of Key Team Members

A resume of each Key Team Member must be included.

All of the above items must be addressed in the submission in the same order as stated above. Each firm's Proposal will be evaluated based upon the Evaluation Criteria enumerated in Section XXXVIII. Proposals should be submitted on 8 ½ by 11-inch pages.

XI. AVAILABILITY:

This Request for Proposals ("RFP") is available for download from DPW's website at www.dpw.guam.gov. A copy of the RFP may be picked-up at the Contract Administration Technical Services, Ground Floor, TMC Building, Department of Public Work, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. Upon obtaining this RFP, prospective Offerors must sign in in the Offeror Register in order to receive any addenda or other notices related to this RFP (5GCA 5220 (b)). Failure by prospective Offerors to sign and register may result in the prospective Offeror not receiving notices or addenda's from DPW regarding this RFP. P.L. 31-22 is available for download from the 37th Guam Legislature website at <https://guamlegislature.com/index/>.

XII. AMMENDMENTS:

DPW reserves all rights to revise or amend this RFP prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or addenda to this RFP and shall be identified as such. Any amendment shall refer to the portions of the RFP it amends. Amendments and addenda shall be sent to all prospective Offerors who have signed in the Offeror Register Form.

XIII. PRE-PROPOSAL CONFERENCE:

Pre-proposal conferences are "*Mandatory*" as stated on the RFP Timelines. The pre-proposal conference will be conducted only to explain the procurement requirements for this Request for Proposals. DPW will notify all Offerors in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference.

XIV. PRE-PROPOSAL QUESTIONS:

Offerors with questions or requiring clarification or interpretation of any section within this RFP must address their questions in writing or via e-mail to the Director of Public Works as the procurement officer or its designee on or before the deadline set forth in the RFP Timelines. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline may not be considered.

XV. EXPLANATION TO OFFERORS:

No oral explanation in regard to the meaning of any part of this RFP will be made, and no oral instructions will be given, before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of the specification should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Questions about any part of this RFP should be communicated in writing to the Department of Public Works for interpretation. Offerors should act promptly and allow sufficient time for a written reply to reach them before the submission of their proposal. Interpretation, if required, shall be made in the form of an amendment to the RFP which will be forwarded to all Offerors and its receipt by the proposer must be acknowledged.

XVI. DPW's ANSWERS:

DPW's response will be by written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding with the DPW. Any written addendum will be forwarded to all entities or individuals who have picked-up an RFP and are included on the Offerors Register Form. **All addenda shall form a part of the RFP documents and must be acknowledged upon receipt. Failure by any offeror to acknowledge receipt of each addendum shall be grounds for disqualifications.**

XVII. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn on written request received from the Offeror(s) prior to the time fixed for opening. Negligence on the part of the Offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

XVIII. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED:

Alternate or multiple proposals will not be accepted. Any Offeror submitting alternate, multiple, or otherwise altered proposals will be deemed nonresponsive and disqualified from this solicitation.

XIX. NO LATE PROPOSALS:

Proposals must be received at the receptionist's desk of DPW by the Proposal Due Date set forth in the Schedule of Events. Email or facsimile proposals will not be accepted. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed, if requested.

XX. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions:
 - (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and
 - (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

XXI. EQUAL OPPORTUNITY:

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

XXII. RECEIPT/OPENING OF PROPOSALS:

Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the supply, services, or construction item offered. The Register of Proposals shall be opened to public inspection only after award. Proposals and modifications shall be shown only to government personnel having a legitimate interest in them.

XXIII. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE:

All proposals will initially be classified as either "responsive" or "non-responsive". Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

XXIV. DETERMINATION OF RESPONSIBILITY:

The procurement officer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Offeror.

XXV. COMPLETENESS OF PROPOSALS:

Selection and award will be based on the information contained in the Offeror's proposal. Proposals may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by DPW. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

XXVI. FAILURE TO COMPLY WITH INSTRUCTIONS:

Offerors failing to comply with the instructions set forth in this RFP may be subject to point deductions. DPW may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

XXVII. DPW RIGHTS RESERVED:

While DPW and the government of Guam have every intention to issue an award as a result of this RFP, issuance of the RFP in no way constitutes a commitment by DPW or the government of Guam to award and execute a contract. Upon a determination such actions would be in its best interest, DPW, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP as provided in the Guam Procurement Regulations;
- Reject any or all proposals received in response to this RFP in the best interests of DPW or the government of Guam as provided in the Guam Procurement Regulations;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Waive any minor informalities in proposals received, or have them corrected by the Offeror in accordance with applicable regulations;
- Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
- If awarded, terminate any contract if DPW determines adequate funds are not available.

XXVIII. NON-DISCLOSURE OF DATA:

In accordance with Guam Procurement Regulations § 3114(h) (2), Offerors may identify trade secrets and other proprietary data contained in their proposals. If the Offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, DPW shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, DPW shall inform the Offeror in writing what portion of the proposal will be disclosed and that, unless the Offeror withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

XXIX. REJECTION OF PROPOSAL OFFER:

The Department of Public Works shall have the prerogative to reject any proposals in whole or in part if a determination is made that such rejection is in DPW's interest or in the best interest of the Territory of Guam as provided for in the regulations 2 GAR, Div. 4 §3115(e)(2).

XXX. CANCELLATION OF RFP SOLICITATION:

Prior to the date deadline set for proposal offers, this solicitation may be cancelled in whole or in part when the Director of Public Works or his designee determines in writing that there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the Department of Public Works best interest, in accordance with the Procurement Rules and Regulations; as provided for in the regulations 5 GCA §5225; 2 GAR, Div. 4 §3115(c).

XXXI. DEBARMENT:

The Offeror certifies, by submitting its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If an Offeror cannot certify this statement, attach a written explanation for review by the DPW.

XXXII. INDEMNIFICATION:

Indemnify the government of Guam and DPW from any liability arising from the implementation of the Offeror's proposal.

XXXIII. RFP LEGAL REQUIREMENTS:

1. **Affidavit Disclosing Ownership and Commissions per 5 G.C.A. § 5233 (reference: RFP ATTACHMENT 1).** As a condition of this RFP, any partnership, sole proprietorship, joint venture, association or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint ventures who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture, association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship joint venture, association or corporation which have been held by each such person during the 365-day 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 this RFP for the Offeror 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. See **RFP Legal Form: Affidavit re Disclosing Ownership (Major Shareholders) & Commissions; AG Procurement Form 002**

2. **Affidavit re Non-Collusion per 2 GAR Division 4 § 3126(b) (reference: ATTACHMENT 2).** By submitting an offer, the Offeror certifies that the price submitted was independently arrived at without collusion. See **RFP Legal Form: Affidavit re Non-Collusion; AG Procurement Form 003.**
3. **Affidavit Re No Gratuities or Kickbacks per 2 GAR Division 4 § 11107(e) (reference: ATTACHMENT 3).** 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 §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. **Gratuities.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. See **RFP Legal Form: Affidavit Re No Gratuities or Kickbacks; AG Procurement Form 004.**
4. **Affidavit Re Contingent Fees per 2 GAR § 11108 (reference: ATTACHMENT 4).** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. See **RFP Legal Form: Affidavit Re Contingent Fees; AG Procurement Form 007.**
5. **Affidavit Re Ethical Standards per 2 GAR § 11103. (Reference: ATTACHMENT 5).** 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 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. See **RFP Legal Form: Re Ethical Standards; AG Procurement Form 005.**

XXXIV. OPENING OF PROPOSALS:

Opening of Proposals: Proposals will not be opened publicly and will be opened in the presence of two or more DPW officials. Proposals will be checked for compliance

with the mandatory requirements of the RFP. Failure to comply with any mandatory requirements may cause disqualification.

XXXV. SELECTION/ESTABLISHMENT OF A&E EVALUATION BOARD.

1. A formally constituted A&E Evaluation Board shall accomplish the selection of an A&E firm for an A& E contract. The Director of Department of Public Works shall establish an Ad-hoc A&E Evaluation Board to act under his/her authority.

The AECB is comprised of the following personnel:

Chairman:

Vincent P. Arriola, Director/Administrator/Procurement Officer, DPW

Members:

Jose Quinata, Highway Administrator

Arce Fonthuena, Engineer Supervisor/ Highway

Jeri Calaor, Engineer III, Design Analysis Section, DPW

If any of the appointed members is/are not able to fulfill their appointment, a replacement will be appointed by the Director of DPW. The replacement shall be a manager or staff professional from the DPW Sections. The proposers shall be notified of the replacement prior to the pre-evaluation of proposals.

The qualifications or area of responsibility of board members will be commensurate with the scope of A&E services to be procured. The selection criteria and list of professional staff will be provided to the Director for his use in appointing the board members.

XXXVI. RFP EVALUATION:

Method of Evaluation: After receipt of all proposals, the Selection committee will be convened to review and evaluate the proposals according to the **Evaluation Criteria** and shall be ranked accordingly. The proposal submitted will be the primary document for evaluation. DPW reserves the right to reject any and all proposals submitted and to waive any minor information or irregularity in proposals received. It is the policy of the Department of Public Works to award proposals to offeror duly authorized and licensed to conduct business in Guam. **Offerors are required to address each evaluation criterion listed herein in their proposals.**

XXXVII. EVALUATION AND DISCUSSIONS:

- **Evaluation:**

Ad-hoc Evaluation Committee 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 committee and will be ranked by the criteria provided in this RFP.

- **Discussions:**

The evaluation committee may conduct discussions with any Offeror to: (1) determine in greater detail such Offeror's qualifications and (2) explore with the Offeror the scope and nature of the required services, its proposed method of performance, and the relative utility of alternative methods of approach. Discussions shall not disclose any information derived from proposals submitted by other Offerors, and the Guam Department of Public Works shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the Offeror awarded the contract shall be open for public inspection except as otherwise provided in the contract.

XXXVIII. EVALUATION CRITERIA

a) Offeror's Educational Attainment/background

- Offeror is required to present Educational Attainment, Certifications, trainings etc.
- Offerors are required to present a copy of current Professional Engineer license issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors of all the individuals who will be working on any aspect of the project

b) Offeror's Statement of Experiences and Qualifications:

- Offeror is required to present satisfactory evidence that he/she have sufficient experience and are fully qualified. Include a written, verifiable statement of experience in providing and managing the services specified in this RFP including;
 1. Client list and work: Include a listing of significant current and former projects and a description of the type of work performed or related work for this project.
 2. References: DPW welcomes references of entities to which Offeror has provided services.

c) Licensing Requirements:

- Offerors are required to present a copy of current Professional Engineer license issued

by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors of all the individuals who will be working on any aspect of the project.

- A copy of the Certificate of Authorization ("COA") shall be submitted to DPW together with the offeror's proposal.

d). Determination of Responsibility of Offeror:

- Offerors are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information.
- DPW may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any Offerors.

XXXIX. EVALUATION, RATING AND SELECTION TABLE:

In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance are as follows:

All proposals submitted will be evaluated by the Evaluation Committee and will be rated using the criteria and form provided in this RFP including the following:

EVALUATION CRITERIA	MAX SCORE	SCORE
<u>Proposal Plan</u> A plan giving as much detail as is practical on how the services will be performed.	10	
<u>Capacity of Offeror</u> The offeror's ability to perform the required services with its resources and current workload.	20	
<u>Personnel Experience and Qualifications</u> Specialized experience and qualifications of personnel to perform the required services.	30	
<u>Offeror's Experience on Similar Projects</u> The offeror's specialized and extensive experience on projects similar in scope and nature in managing a project of this magnitude and is familiar with the tropical environment and unique logistical challenges.	30	
<u>Performance Record</u> Successful performance on projects that are similar in nature and scope.	10	
TOTAL POINTS	100	

XI. INDIVIDUAL EVALUATION FORM:

Evaluation Criteria	Evaluation Points	Remarks
Proposal Plan		
Capacity of Offeror		
Personnel Experience and Qualifications		
Offeror's Experience on Similar Projects		
Performance Record		
Total		

XLI. SUMMARY EVALUATION FORM:

Criteria	Evaluators Points			Total Points	Remarks
Proposal Plan					
Capacity of Offeror					
Personnel Experience and Qualifications					
Offeror's Experience on Similar Projects					
Performance Record					
Total					

XLII. NEGOTIATION AND AWARD OF CONTRACT:

The Department of Public Works shall negotiate a contract with the best-qualified proposer for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward: (1) making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services (2) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

XLIII. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED OFFEROR:

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified proposer, the contract will be awarded to the proposer. (See ATTACHMENT 7)

XLIV. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED OFFEROR:

If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified proposer, a written record stating the reasons therefore shall be placed in the file and the Department of Public Works will advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three days. Upon failure to negotiate a contract with the best-qualified proposer, the Department of Public Works will enter into negotiations with the next most qualified proposer. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with next most qualified proposer.

XLV. NOTICE OF AWARD:

The Department of Public Works will notify all Offerors of the status of the RFP and intent to award. Written notice of award will be public information and made a part of the contract file.

XXXIV. AWARDING OF CONTRACT:

The Department of Public Works will negotiate a contract with the best qualified offeror for the required services. If compensation, contract requirements and contract documents can be agreed upon with the offeror, a contract will be awarded to this offeror. (**Reference: ATTACHMENT 7**).

XXXV. COMMENCEMENT OF WORK:

DPW will issue Notice to Proceed (NTP) for design review and construction management services for the project upon approval of Contract Agreement.

XI.I. RFP ATTACHMENTS:

- **ATTACHMENT 1: Affidavit of Disclosing Ownership and Commissions**
- **ATTACHMENT 2: Affidavit of Non-Collusion**
- **ATTACHMENT 3: Affidavit Re No Gratuities or Kickbacks**
- **ATTACHMENT 4: Affidavit RE Contingent Fees**
- **ATTACHMENT 5: Affidavit re Ethical Standards**
- **ATTACHMENT 6: Form E, Declaration Re Compliance with U.S. DOL Wage Determination**
- **ATTACHMENT 7: Contract**
- **ATTACHMENT 8: Acknowledgement of Receipt Form**
- **ATTACHMENT 9: US Wage Determination**

ATTACHMENT 1

AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

☐ The Offeror is a corporation, partnership, joint venture, or association known as _____ *[please state name of Offeror company]*, and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

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

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

Subscribed and sworn to before me

This ____ day of _____, 202__

NOTARY PUBLIC

My commission expires: _____

AG Procurement Form 002 (Rev. Nov. 17, 2005)

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 730-5-1058-L-YIG

ATTACHMENT 2

AFFIDAVIT OF NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

I, _____ [state name of affiant signing below], being first duly sworn
deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror or person, to put in a sham proposal or to refrain from making an offer. The Offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of Offeror or of any other Offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Offeror, or to secure any advantage against the government of Guam or any other Offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made in pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the Offeror, and on behalf of the Offeror's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

This ____ day of _____, 202____.

NOTARY PUBLIC

My commission expires: _____

AG Procurement Form 003 (March 9, 2011)

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

I, _____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of Offeror Company] _____. Affiant is _____ [state one of the following: the Offeror, a partner of the Offeror, and officer of the Offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the Offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of Offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4§ 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the Offeror's offices, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the Offeror's proposal.

4. I make these statements on behalf of myself as a representative of the Offeror, and on behalf of the Offeror's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____.

AG Procurement Form 004 (March 9, 2011)

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

I, _____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company] _____.
2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made in pursuant to 2 GAR Division 4 11108(f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).
4. I make these statements on behalf of myself as a representative of the Offeror, and on behalf of the Offeror's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____.

AG Procurement Form 007 • Nov. 9, 2010

ATTACHMENT 5

AFFIDAVIT re ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

I, _____ [state name of affiant signing below], being first duly sworn,
deposes and says that:

The affiant is _____ [state one of the following: the Offeror, a partner
of the Offeror, an officer of the Offeror] making the foregoing identified bid or proposal. To the best of affiant's
knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of Offeror have
knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5
GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent,
subcontractor, or employee of Offeror will knowingly influence any government of Guam employee to breach
any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR
Division 4 § 11103(b).

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

Subscribed and sworn to before me

This ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires: _____.

AG Procurement Form 005 (Nov. 9, 2010)

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No. FY2023 RFP 260-5-1016-L-YLG

Name of Offeror Company: _____

I, _____ hereby certifies under penalty of perjury:

- 1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- 2) That I have read and understand the provision of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

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

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

§5802. Benefits.

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

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

Signature**THIS MUST BE COMPLETED AND RETURNED IN THE ENVELOPE CONTAINING THE PROPOSAL**

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 730-5-1058 L-YIG

CONTRACT NO. _____

CONTRACT

Contractor

Public Works
(Department)

2024

Contract for: Professional Construction Management Services for the Construction of Simon Sanchez High School

Project No.: 730-5-1058-L-YIG

Amount:

Place: Yigo, Guam

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 730-5-1058-L-YIG

CONTRACT

THIS CONTRACT, made and entered into this by and between the Department of Public Works, Government of Guam, hereinafter called the "Government", and _____, a Licensed Professional Engineering Firm of Guam, hereinafter called the "Contractor".

WITNESSETH, that whereas the Government intends to perform the "**Professional Construction Management Services for The Construction of Simon Sanchez High School, Project No.: 730-5-1058-L-YIG**", hereinafter called the "Project", in accordance with the RFP Requirements and other contract documents prepared by the Department of Public Works.

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

I. THE CONTRACTOR AGREES to furnish all the necessary services to perform and complete in a workmanlike manner all the work required for the assessment reports, analysis & recommendations and specifications of the Project, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract, including the following addenda:

Addendum No.

Dated

(a) **Contract Time:** The Contractor agrees to commence work under this contract upon written notice to proceed, and to provide complete design review and construction management services as required by this RFP solely for the Department Public Works.

(b) **Term and Time of Performance: as stated on Page 8 of this RFP.**

II. THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, *the contract amount of* _____ *plus* any and all sums to be added and/or deducted resulting from all extra and/or omitted work in

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG

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

IV. 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.

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first indicated by their respective names, which shall only become effective on the date it is signed by the Governor of Guam.

CONTRACTOR:

GOVERNMENT:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____

Date: _____

CERTIFIED FUNDS AVAILABLE:

Allotment No.: 5682C211060AR301-230

LINDA J. IBANEZ
Department of Public Works
Certifying Officer

Amount: \$7,000,000.00

BBMR's APPROVAL:

APPROVED AS TO LEGALITY AND
FORM:

LESTER L. CARLSON, JR.
Director
Bureau of Budget and Management Research

DOUGLAS B. MOYLAN
Attorney General of Guam

Date: _____

Date: _____

APPROVED:

LOURDES A. LEON GUERRERO
Governor of Guam

Date: _____

ACKNOWLEDGEMENT OF RECEIPT FORM

DEPARTMENT OF PUBLIC WORKS

Please acknowledge receipt of

Project No: 730-5-1058-L-YIG

Professional Construction Management Services for the Construction of Simon Sanchez High School

Name of Prospective Offeror

Name of person receiving RFP

Signature

Date

Time

Contact Person regarding RFP

Company/Firm

Title

E-mail Address

Contact Number

Fax Number

Address

"General Decision Number: GU20220001 02/25/2022"

Superseded General Decision Number: GU20210001

State: Guam

Construction Types: Building, Heavy, Highway and Residential

Excludes any projects funded under the National Defense Authorization Act 2010 - Guam Realignment Fund - Defense Policy Review

County: Guam Statewide.

BUILDING, HEAVY, HIGHWAY AND RESIDENTIAL

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026. Please note that this Executive Order applies to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022.	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
---	--

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number

0

1

Publication Date

01/07/2022

02/25/2022

* SUGU2020-001 03/05/2020

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 730-5-1058-L-YIG

	Rates	Fringes
CARPENTER	\$ 15.48	
CEMENT MASON	\$ 14.92 **	
ELECTRICIAN	\$ 18.52	
HEAVY EQUIPMENT MECHANIC	\$ 18.32	
HEAVY EQUIPMENT OPERATOR	\$ 16.58	
IRONWORKER, REINFORCING	\$ 15.61	
IRONWORKER, STRUCTURAL	\$ 14.90 **	
PAINTER	\$ 12.86 **	
PIPEFITTER	\$ 16.52	
PLASTERER	\$ 22.89	
PLUMBER	\$ 16.52	
REFRIGERATION MECHANIC (including (HVAC) Mechanic work)	\$ 18.43	
SHEET METAL WORKER	\$ 16.73	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00). Please see the Note at the top of the wage determination for more information.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
 - * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION



THE COMMITTEE ON
Infrastructure, Economic Development, Simon Sanchez High School,
Disability Services, Self-Determination and Historic Preservation,
Housing, Public Accountability, and the Guam Buildup

SENATOR ROY A. B. QUINATA, CHAIRPERSON

(Mina'trentai Siette na Liheslaturan Guåhan | 37th Guam Legislature)

September 05, 2024

MEMORANDUM

To: All Members of *I Mina'trentai Siette Na Liheslaturan Guåhan*, Stakeholders, Media

From: Senator Roy A. B. Quinata, Chairperson

Committee on Infrastructure, Economic Development, Simon Sanchez High School, Disability Services, Self-Determination and Historic Preservation, Housing, Public Accountability, and the Guam Buildup.

Subject: **FIRST NOTICE** Informational Briefing: Thursday September 12, 2024, | 2:00 P.M.

The Committee on Infrastructure, Economic Development, Simon Sanchez High School, Disability Services, Self-Determination and Historic Preservation, Housing, Public Accountability, and the Guam Buildup will conduct a **Informational Briefing on Thursday September 12, 2024**, beginning at **2:00 P.M.**, in the Public Hearing Room of the Guam Congress Building.

The Committee will hear and accept testimony on the following:

2:00 P.M. – Informational Briefing

- Updates to reconstruction of Simon Sanchez High School
 - Overview on Construction Management Services
 - Updates to Bids and MOU's
 - Timeline Projection
 - Leaseback Agreement
- Road Safety
 - Road Repairs
 - Secondary Road Improvement
 - Road Signs and Street Lights
 - Safety Measure (Deadman's Curve)
 - Flood Mitigation

3 sets (notes)
15 sets (no notes)

How to Participate: Written testimonies may be delivered to the Office of Senator Roy A. B. Quinata at Suite 807 DNA Building, 238 Archbishop FC Flores Street, *Hagåtña*, Guam 96910, via email to officeofsenatorquinata@guamlegislature.org or WhatsApp at (671) 472-4826. The Committee requests that testimonies be submitted at least forty-eight (48) hours prior to the scheduled hearing. Please confirm your attendance by contacting the Office of Senator Roy A. B. Quinata.

Special Accommodations: In compliance with the Americans with Disabilities Act (ADA), individuals requiring assistance or accommodations should contact the Office of Senator Roy A. B. Quinata.

Watch Live/Record: The hearing will be broadcast on local television, GTA Channel 21, Docomo Channel 117, and streamed online via *I Liheslaturan Guåhan's* live feed on YouTube. After the hearing, a hearing recording will also be available online via Guam Legislature Media on YouTube.

Si Yu'os Ma'åse'!



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

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



Director
VINCENT P. ARRIOLA
Deputy Director
LINDA J. IBANEZ
Deputy Director
ERNEST G. CANDOLETA JR.
Deputy Director

July 2, 2024

SSFM International, Inc.
215 Rojas Street, Suite 213
Harmon, Guam 96913

Attn: Michael P. Matsumoto, PE, SE, FACEC
President / CEO

**Subject: RFP for Professional Construction Management Services for the
Construction of Simon Sanchez High School
Project No. 730-5-1058-F-YIG**

Dear Mr. Matsumoto,

The DPW RFP evaluation committee has completed their evaluation of the proposals submitted in response to the advertised RFP. We are pleased to inform you that, **SSFM International, Inc. Team**, has been selected as the No.1 ranking offeror. Your proposal has been determined to meet the needs of the Government of Guam to the best degree.

Therefore, as No. 1 ranking offeror, your firm shall submit your Fee Proposal within seven (7) days after you received this letter and will be participating further in the Request for Proposal process, Contract Negotiations.

Thank you very much for the impressive RFP submittal. The time and effort your firm and staff expended is sincerely appreciated.

VINCENT P. ARRIOLA
Director of Public Works

Y



Vince Arriola <vince.arriola@dpw.guam.gov>

CM for SSHS

file

Erica Taitano <erica.taitano@dpw.guam.gov>

Mon, Sep 9, 2024 at 2:40 PM

To: Vince Arriola <vince.arriola@dpw.guam.gov>

Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, John Calanayan <john.calanayan@dpw.guam.gov>, Jeffery Toves <jeffery.toves@dpw.guam.gov>

Hafa Adai Director,

As requested see attached Professional Construction Management Services for the Construction of Simon Sanchez High School.

Thank you,

Erica

--

Erica Taitano
Management Analyst IV,
Capital Improvement Projects
Department of Public Works
(671) 649-3104
Email: Erica.Taitano@dpw.guam.gov



CM for SSHS.pdf
135K

CONTRACT NO. _____

SSFM INTERNATIONAL
CONTRACTOR

**Public Works
(Department)**

2024

Contract for: Professional Construction Management Services for the Construction of Simon Sanchez High School

Project No.: 730-5-1058-L-YIG

Amount: \$7,950,055.44

Place: Yigo, Guam

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 730-5-1058-L-YIG

CONTRACT

THIS CONTRACT, made and entered into this by and between the Department of Public Works, Government of Guam, hereinafter called the "Government", and SSFM International, a Licensed Professional Engineering Firm of Guam, hereinafter called the "Contractor".

WITNESSETH, that whereas the Government intends to perform the "Professional Construction Management Services for The Construction of Simon Sanchez High School, Project No.: 730-5-1058-L-YIG", hereinafter called the "Project", in accordance with the RFP Requirements and other contract documents prepared by the Department of Public Works.

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

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

Addendum No.	Dated
<u>1</u>	<u>1/10/2024</u>
<u>2</u>	<u>1/24/2024</u>
<u>3</u>	<u>2/5&9/2024</u>
<u>4</u>	<u>2/16/2024</u>

- (a) Contract Time: The Contractor agrees to commence work under this contract upon written notice to proceed, and to provide complete design review and construction management services as required by this RFP solely for the Department Public Works. Period of performance for the Contractor will be for a period of 1,095 Calendar Days or Three Years.

II. THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, *the contract amount of Seven Million Nine Hundred Fifty Thousand Fifty Five and 44/100 (\$1,950,055.44) plus any and all sums to be added and/or deducted*

Project Name: RFP for Professional Construction Management Services
for the Construction of Simon Sanchez High School.
Project No.: 730-5-1058-L-YIG

resulting from all extra and/or omitted work in 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 by the contacting officer.

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

IV. 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.

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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.

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first indicated by their respective names, which shall only become effective on the date it is signed by the Governor of Guam.

CONTRACTOR:

Michael P. Matsumoto, PE, SE, FACEC
President
SSFM International

Date: _____

GOVERNMENT:

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____

CERTIFIED FUNDS AVAILABLE:

LINDA J. IBANEZ
Department of Public Works
Certifying Officer

Allotment No.:

Amount: \$7,950,055.44

BBMR's APPROVAL:

LESTER L. CARLSON, JR.
Director
Bureau of Budget and Management Research

Date: _____

APPROVED AS TO LEGALITY AND FORM:

DOUGLAS B. MOYLAN
Attorney General of Guam

Date: _____

APPROVED:

LOURDES A. LEON GUERRERO
Governor of Guam

Date: _____

1254



Vince Arriola <vince.arriola@dpw.guam.gov>

Fwd: REPLACE: FIRST NOTICE Informational Briefing: Thursday, September 12, 2024 | 2:00 P.M

Rikki Orsini <rikki.orsini@guam.gov>

Mon, Sep 9, 2024 at 2:50 PM

To: vince.arriola@dpw.guam.gov, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>

Buenas DPW team,

If Sen. Quinata hasn't sent you the notice for the informational briefing on SSHS construction management services bids/MOUs/timeline and on-road safety, please see the attached notice for Sept. 12 at 2:00 pm.

Sincerely,
Rikki



Rikki Orsini

Director of Policy

Office of the Governor of Guam

Ricardo J. Bordallo Governor's Complex Hagåtña, Guam 96910

(671) 472-8931

----- Forwarded message -----

From: **Senator Roy Quinata** <officeofsenatorquinata@guamlegislature.org>

Date: Fri, Sep 6, 2024 at 11:24 AM

Subject: REPLACE: FIRST NOTICE Informational Briefing: Thursday, September 12, 2024 | 2:00 P.M

To: <phnotice@guamlegislature.org>

Cc: Ed Pocaigue <sgtarms@guamlegislature.org>, Joe San Agustin <protocol@guamlegislature.org>, 37th Committee On Rules <committeeonrules@guamlegislature.org>, Audio / Video <av@guamlegislature.org>, Management Information System <mis@guamlegislature.org>

MEMORANDUM

To: All Members of I Mina'trentai Siette Na Liheslaturan Guåhan, Stakeholders, Media

From: Senator Roy A. B. Quinata, Chairperson

Committee on Infrastructure, Economic Development, Simon Sanchez High School, Disability Services, Self-Determination and Historic Preservation, Housing, Public Accountability, and the Guam Buildup.

Subject: FIRST NOTICE Informational Briefing: Thursday September 12, 2024, | 2:00 P.M.

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The Committee will hear and accept testimony on the following:

2:00 P.M. – Informational Briefing

- **Updates to reconstruction of Simon Sanchez High School**
 - **Overview on Construction Management Services**
 - **Updates to Bids and MOU's**
 - **Timeline Projection**
 - **Leaseback Agreement**
- **Road Safety**
 - **Road Repairs**
 - **Secondary Road Improvement**
 - **Road Signs and Street Lights**
 - **Safety Measure (Deadman's Curve)**
 - **Flood Mitigation**

How to Participate: Written testimonies may be delivered to the Office of Senator Roy A. B. Quinata at Suite 807 DNA Building, [238 Archbishop FC Flores Street, Hagåtña, Guam 96910](#), via email to officeofsenatorquinata@guamlegislature.org or WhatsApp at (671) 472-4826. The Committee requests that testimonies be submitted at least forty-eight (48) hours prior to the scheduled hearing. Please confirm your attendance by contacting the Office of Senator Roy A. B. Quinata.

Special Accommodations: In compliance with the Americans with Disabilities Act (ADA), individuals requiring assistance or accommodations should contact the Office of Senator Roy A. B. Quinata.

Watch Live/Record: The hearing will be broadcast on local television, GTA Channel 21, Docomo Channel 117, and streamed online via *I Liheslaturan Guåhan's* live feed on YouTube. After the hearing, a hearing recording will also be available online via Guam Legislature Media on YouTube.



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

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



VINCENT P. ARRIOLA
Director

LINDA J. IBANEZ
Deputy Director

ERNEST G. CANDOLETA, JR.
Deputy Director

Senator Roy Anthony Quinata
Committee on Infrastructure, Economic Development,
Simon Sanchez High School, Disability Services,
Self-Determination and Historic Preservation,
Housing, Public Accountability, and the Guam
Billboard
Suite 807 DNA Bldg.,
238 Archbishop Flores Street
Hagatna, GU 96910

INFORMATIONAL BRIEFING TESTIMONY
Before the Honorable Senator Roy Anthony Quinata
Thursday, September 12, 2024

Update On SSHS Reconstruction:

1. Construction Management Services

A firm has been selected to perform these services from now and through construction. The scope of work is extensive, accurate, and intended to represent and protect the government with this massive project. This firm will formally act as the government's agent throughout the reconstruction process. In summary, the scope includes design and constructability review, construction inspection and adherence to design, assist in construction procurement, control of costs and timelines, review and approval of invoicing, act as Commissioning agent.

A contract between this firm and DPW is ready for circulation and signatures, as soon as funding from the Guam Department of Education is confirmed. A Memorandum of Agreement was recently signed between DPW, DOA, and GDOE to account for the transfer of funds to DPW.

- 2. The only bid to be released will be the bid/rfp for financing and construction of this school.** In short, we are seeking a firm to fund the reconstruction of the school, furnish it for educational purposes, and maintain the school. The property has already been identified and the design plans have been completed. After a thorough review by the Construction Manager, if any changes are needed, the amendments will be made.

Road Safety

- **Road Repairs**

- Route 10 (Safety Improvement & Pavement Overlay): Bid Opening scheduled for Sept. 30, 2024
- Pavement Repair (Pothole, Milleing, Paving, Crack Sealing and Striping): Portion of Rt. 10 recently completed. Next sites include:
 - Route 2A from Rt. 1 & 2A (NavSta) to Rt. 2A & Rt. 5
 - Route 8 from Rt. 1 & 8 to Tiyan Intersection
 - Route 14A (Tumon)
 - Route 30A
 - Route 32
 -
- Striping and Marking:
 - Route 1 (From Rt. 1 & 6 (Adelup) to Rt. 11 (Port))
 - Route 1 (From Alupang Towers) to Rt. 6 (Adelup)
 - Rt. 1 (From Rt. 26 (Macheche) to Rt. 29 (Gayinero))
 - Rt. 16
- Island-wide Accessibility Accommodation and Drainage Improvement Project: Bid Opening date scheduled for Oct. 31, 2024
 - 11 Curbside ADA access improvements along Rt. 1 and 14
 - Drainage Improvement Sites along Route 4 and Route 8
- Route 10A Phase I: Reconstruction, widening and addition of bicycle and pedestrian infrastructure funded through RAISE Grant (recently awarded for \$25M)
- Route 17 Phase II: Rehabilitation and Widening Project – seeking Garvee and USDA RA financing in parallel.

Secondary Road Improvements: Completed in FY24 under Islandwide Village Street Pavement Resurfacing Project:

Yigo

- Tun Jose St
- Jesus Amparo
- Chalan Koda
- Chalan Emsley

- Chalan JF San Nicholas
- As Diaz
- Babuen Puet Kasita
- Babuen Halomtano
- Chalan Markie
- Chalan Untalan
- Chalan Deangelo

Maina

- Maria Candelaria Street

Barrigada

- Camacho Street
- Pangelinan Way
- Papaya Lane
- San Vicente St.
- Bibic St.
- Kanada Toto- Portion
- Balako St.

Dededo

- Chalan Kareta
- Route 28 Portion
- Swamp Road (Striping)

Talafofo

- North San Miguel (Striping)
- South San Miguel (Striping)

Tamuning

- Route 30 (Sinkhole repair)
- Trenton Way

- The following streets are scheduled for the remaining of the FY 24.

- North Santa Cruz Street in Agat with an estimated cost of \$311,000.00
- South Santa Cruz Street in Agat with an estimated cost of \$26,500.00
- Calle de Los Marteres in Agat with an estimated cost of \$324,000.00
- San Francisco Street in Agat with an estimated cost of \$383,500.00
- Tomas Mesa Street in Agat with an estimated cost of \$250,500.00
- Emilio Nededog Street in Agat with an estimated cost of \$132,700.00
- Lucas Rodriguez Street in Agat with an estimated cost of \$105,000.00
- Jose Herrera Street in Agat with an estimated cost of \$153,500.00
- Thomas Rivera Street in Agat with an estimated cost of \$111,000.00
- San Antonio de Padua in Agat with an estimated cost of \$126,000.00

Spain

- **Road Signs:** A total of 2,100 highway regulatory signs island-wide will be replaced/repared. Bid opening date for this project is scheduled for December 2024.
-
- **Streetlights:** A total of 2,143 Streetlights have been installed from FY 23 to date (Island-wide). Breakdown is attached.
-
- **Safety Measure (Deadman's Curve):**
 - 320 traffic candlestick warning markers were installed as interim measure to mitigate excessive speed in the subject area.
 - Installation of concrete barriers is being considered as well as the design of a gateway to the subject corridor which will encompass lane narrowing and widening of pavement striping, etc., as a means of reducing speed.
- **Flood Mitigation:**
 - Completed**
 - Pangelinan Way - Ponding Basin construction
 - Agat Finile Drive - Replacement of culvert
 - RR Cruz - Togcha river maintenance
 - Famha, Ordot - Installation of reverse swale
 - In Progress**
 - Maintenance 48 UIC (Underground Injection Chamber) Wells (islandwide) of is being conducted monthly. Full cleaning pending the procurement of specialized equipment (Vacuum/High Velocity Jetter Truck)
 - Ponding Basins
 - Remediation of Vicente Solomon Dr. (Agana Heights) Ponding Basin being planned, pending equipment. Expansion of basin being considered.
 - Dredging of Fujita Ponding basin is being planned, pending clearance with regulatory agencies (USEPA, US Army Corp of Engineers [USACE], Dept of Agriculture)
 - Islandwide Flood Mitigation
 - DPW In the process of designing concrete infiltration chambers intended to be used islandwide.

- The Waterway that discharges from Serenu Ave and Trankilo St. is to be cleaned, DPW in the process of obtaining necessary permits and clearance prior to the cleaning from USACE and GEPA.
- Upcoming projects: West Brook St, Perez Loop



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

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



Director

LINDA J. IBANEZ

Deputy Director

ERNEST G. CANDOLETA, JR.

Deputy Director

04 OCT 2024

MEMORANDUM

TO: Dr. Eric Swanson
Superintendent, Guam Department of Education (GDOE)

FROM: Vincent P. Arriola
Director, Department of Public Works (DPW)

RE: **Meeting Notice: Construction of New Simon Sanchez High School**
PROJECT No. 730-5-1058-L-YIG

Buenas yan Hafa Adai! As you are aware, DPW entered into contract with our Construction Manager (SSFM International) for the construction of the new Simon Sanchez High School on September 26, 2024. We are moving expeditiously, having issued the Notice to Proceed on September 27, 2024, and met with them on October 2nd, 2024.

It is prudent now, that DPW meet with GDOE and GDOE's Architect (Tanguichi Ruth Makio Architects). This will allow us to begin the process of consolidating the information required to issue the construction solicitation, on GDOE's behalf, as required by law.

To accommodate everyone's time and schedule, the first meeting will held on line with the proposed attendees:

Date & Time: Wednesday, October 9, 9am.
Place: Virtual/ Online- MS Teams
Attendees: DPW – Vince Arriola, Linda Ibanez, John Calanayan
DPW Construction Manager SSFM- Joseph Duenas (Project Principal),
Ed Hipolito (Senior Project Manager), Gerard Bautista (Senior Manager)
GDOE –GDOE Superintendent, SSHS Principal, GDOE Facilities
Manager
GDOE Architect Taniguchi Ruth Makio Architects- Mike Makio
(Managing Principal) Cedric Cruz (Architect)
Attorney General's Office- Assistant Attorney General Tom Keeler

We look forward to the confirmation of participation from GDOE's team and architect TRMA for this very important meeting. Please confirm participation via email on or before Tuesday, October 8th, at 2pm. RSVP via email at egarrido@ssfm.com.

Vincent P. Arriola



Donna Herrero <donna.herrero@dpw.guam.gov>

Meeting Notice: Construction of New Simon Sanchez High School

Donna Herrero <donna.herrero@dpw.guam.gov>

Fri, Oct 4, 2024 at 4:54 PM

To: Tom Keeler <tkeeler@oagguam.org>

Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>

Hafa Adai and good afternoon Tom,

Please join the Director, GDOE, SSFM, and GDOE Architect Taniguchi Ruth Makio Architects for a meeting on October 9, 2024, 9:00am via virtual/ Online-Ms Teams. Kindly see attached for your reference.

This is the start of the procurement process for the construction of the New Simon Sanchez High School. Please confirm participation.

Thank you and kind regards,
Donna Herrero,
Private Secretary
Department of Public Works
(671)647-5055

[Quoted text hidden]



Meeting Notice Construction of New Simon Sanchez High School.pdf

35K



Vince Arriola <vince.arriola@dpw.guam.gov>

RE: 241009 DRAFT DPW GDOE SSFM TRMA MEETING AGENDA

Joseph W Duenas <jduenas@ssfm.com>

Tue, Oct 8, 2024 at 3:25 PM

To: Vince Arriola <vince.arriola@dpw.guam.gov>

Cc: Ed Hipolito <ehipolito@ssfm.com>, "Gerard E. Bautista" <gbautista@ssfm.com>, Connie Garrido <cgarrido@ssfm.com>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, Alvin Bejosa <abejosa@ssfm.com>

My apologies. Draft agenda attached.

Joseph W. Duenas, ENV SP | Pacific Area Manager



Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 671.646.7736 | F 671.300.7738

jduenas@ssfm.com | www.ssfm.com

"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

From: Joseph W Duenas

Sent: Tuesday, October 8, 2024 9:52 AM

To: 'Vince Arriola' <vince.arriola@dpw.guam.gov>

Cc: 'Ed Hipolito' <ehipolito@ssfm.com>; 'Gerard E. Bautista' <gbautista@ssfm.com>; 'Connie Garrido' <cgarrido@ssfm.com>; Linda Ibanez <linda.ibanez@dpw.guam.gov>; John F. Calanayan <john.calanayan@dpw.guam.gov>; Donna Herrero <donna.herrero@dpw.guam.gov>; Alvin Bejosa <abejosa@ssfm.com>; Joseph W Duenas <jduenas@ssfm.com>

Subject: 241009 DRAFT DPW GDOE SSFM TRMA MEETING AGENDA

Importance: High

Hafa Adai Vince,

Attached for your review/ revision, you will find a suggested DRAFT agenda for the Simon Sanchez Construction Meeting with GDOE, GDOE's architect (TRMA), and AGs Office tomorrow.

- Please make any adjustments as you require.
- The final agenda should be sent out or shared on screen tomorrow. Let us know if we can help with this.

Let me know if you'd like to go over the agenda, as well as your preference on facilitating tomorrow's meeting.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager



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 **241009 DPW GDOE SSFM TRMA MEETING AGENDA .docx**
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Construction of New Simon Sanchez High School Project Meeting

Department of Public Works, Guam Department of Education, SSFM, TRMA

Agenda; October 9, 2024; 9am; Zoom

I. CALL TO ORDER

II. INTRODUCTIONS

- a. DPWDPW Construction Manager (SSFM)
- b. GDOE, GDOE Architect (TRMA)
- c. Attorney General's Office.

TRMA 2020 started

III. NEW BUSINESS

- a. Meeting Objective
 - i. Meet and greet.
 - ii. Begin the process of consolidating information required to put the RFP together for GDOE.
 - iii. Establish key points of contact (DPW, GDOE, SSFM, TRMA) moving forward.
- b. GDOE SSHS Design
 - i. Current Status- What was the final deliverable? BOD, Plans, Specs
 - ii. History of Design- Planning- When did it start? Meetings- Who was involved?
 - iii. GDOE's Architect's Role During Procurement and Construction- Is this funded? Is there any work ongoing that's funded?
 - iv. Questions on Design (Procurement, Intent, BIM, Value Engineering, Risk)
- c. Anticipated Schedule/ Phasing

Budget? \$166,000

IV. OPEN DISCUSSION

V. ACTION ITEMS

- a. Submit questions in writing to GDOE and TRMA.

VI. NEXT MEETING

- Permitting? -

VII. ADJOURN

Sq. Ft - 300,000
of Classrooms - 100
Pop. of students - 1,900

- SSHS - Teachers
Admin
Capacity Analysis

Construction of New Simon Sanchez High School

"Pre-Kick Off" Meeting

Department of Public Works, Guam Department of Education, SSFM, TRMA

Agenda; October 9, 2024; 9am; Zoom

I. CALL TO ORDER

Attendance

- a. SSFM Joseph Duenas, Project Principal; Ed Hipolito, Senior Project Manager; Gerard Bautista, Senior Manager; Connie Garrido, Documents Control; Alvin Bejosa, Documents Control
- b. DPW: Vince Arriola, Director; Donna Herrero, Secretary; Linda Ibanez, Deputy Director; Ernest Candoleta, Deputy Director.
- c. GDOE: K. Eric Swanson (Superintendent); Jimmy Pangelinan
- d. TRMA: Michael Makio, Cedric Cruz, Elmer Prudente
- e. Simon Sanchez High School: Carla Masnayon, Principal; Jessica Fejeran, Assistant Principal; Melvin Finona, Assistant Principal; Dr. Ron Canos, Assistant Principal
- f. Office of the Attorney General: Thomas P. Keeler, Assistant Attorney General

II. INTRODUCTIONS

- a. DPW, DPW Construction Manager (SSFM)
- b. GDOE, GDOE Architect (TRMA)
- c. Attorney General's Office.

III. DISCUSSION ITEMS:

- a. Design, Plans, and Specifications: As stated by MM (TRMA), the documents are 100% complete and currently at the permit stage. TRMA team is actively addressing a few remaining permit-related action items.
- b. Pending Agency Approvals: MM & CC (TRMA) stated that the contractor must be on board to obtain final permit approvals from:
 - i. Department of Parks and Recreation (DPR): The archaeological report has been completed and approved, but DPR's final approval is pending contractor designation.
 - ii. Guam Environmental Protection Agency (EPA)
 - iii. Department of Public Works (DPW): DPW final approval
- c. Drawing Amendments: Per MM (TRMA), the drawing sets have been updated continuously to incorporate feedback from government agencies.
- d. Project Timeline: MM (TRMA) mentioned that the project started around three years ago, with an interactive process involving meetings and collaboration with Carla's team. It underwent all conventional submission stages (schematic design (SD), design development (DD), and construction documents (CD)).

- e. **Consultants and Disciplines:** MM (TRMA) stated that the project design team consists of about 12 consultants, including specialists in cost estimating, acoustics, environmental, civil, structural, electrical, mechanical, plumbing, and telecommunications.
- f. **Cost Escalation:** According to MM (TRMA), the project has faced cost escalation, especially due to construction demand and competition with Department of Defense contracts. Escalation rates reached double digits (10%+), significantly higher than anticipated.
- g. **Endangered Species Impact:** Per MM (TRMA), a biological survey identified endangered snails (*Partula Radiolata*), leading to a redesign of some buildings to adjust their footprints and configurations. This redesign awaits further approval under the University of Guam's Habitat Conservation Plan.
- h. **Fiscal Year Impact:** According to MM (TRMA), the fiscal year end (September 30) is typically a benchmark for construction cost reassessment, which could further influence project costs.
- i. **Document Review and Ethos:** According to MM (TRMA), during the review of documents, an "ethos" or mindset has been observed in larger contracts on the island. Due to limited contractor capacity, many contractors pursue projects even when the projects may only partially fit their capabilities.
- j. **Contractor Strategies:** Per MM (TRMA), contractors often chase large projects because of their size and profitability. However, there is a concern that some contractors use tactics, such as change orders for scope or time extensions, to manipulate the process. This behavior is becoming common, and contractors use these changes to buy more time, which slows down progress.
- k. **Awareness of Contractor Tactics:** Per MM (TRMA), across Guam and the CNMI, many AE firms are encountering similar issues. Contractors seek out gaps or gray areas in contract documents to justify change orders, even when those gaps are minimal or non-existent.
- l. **Ongoing Challenges:** According to MM (TRMA), this issue is pervasive, with their experience in their construction projects in Guam and Saipan facing delays due to contractors manipulating aspects such as certified payrolls, procurement issues, and other elements.
- m. **Quality Control:** MM (TRMA) urged SSFM to be vigilant during the document review, ensuring no potential opportunities are left for contractors to introduce unnecessary change orders or delay tactics.
- n. **Phasing, Planning, and History of the Project:** EH (SSFM) raised questions about the phasing, decisions made, and historical context regarding how the project came to its current state. The goal was to understand why specific decisions, especially concerning the design and procurement methods, were made in the past.

- o. **Contract Procurement Method:** EH (SSFM) requested more clarity about why the government chose this design contract procurement method, specifically in a P3 (Public-Private Partnership) arrangement. The concern was that in a lease-back scenario, the contractor should typically own the design, operate the project, and absorb risks (e.g., design flaws) during the leaseback period. However, it seemed like the government would absorb more risk than usual by completing a 100% Design, which would be more consistent with a Design, Bid, Build procurement.
- p. **Financial Constraints and Creative Solutions:** According to VA (DPW), the government reportedly lacked the capital to build the school outright, leading to the adoption of more "creative" but costly financing solutions. The cost implications of the lease-back arrangement were discussed, with concerns over the long-term financial burden.
- q. **Historical Decision-Making:** According to VA (DPW), the initial decision to procure a design happened around four years ago. MM (TRMA) stated that several attempts were made to build the school, including design-build methods and other approaches. However, stakeholder involvement was minimal until recently, when the governor's team decided to engage the school community directly to define their needs, leading to the current design.
- r. **P3 Risk Management:** EH (SSFM) expressed concerns about the government's risk exposure. SSFM expressed that the contractor should assume more of the risk in a P3 agreement. SSFM emphasized the need to clarify risk management during the operations phase and how decisions could be corrected to better allocate responsibilities.
- s. **Legislative Involvement and Changes to the Law:** According to VA (DPW), the project faced legislative interventions over the years, including appropriations for design and, more recently, changes in the law governing the procurement method. The law that enabled the current approach has since expired, but it played a role in shaping the project's current direction.
- t. **Design delays:** VA (DPW) The project faced ten (10) years of delays due to multiple bid protests over the original design. To minimize protests, the project was split into three phases: land survey, architectural design (completed during COVID), and construction management, which has been delayed. Last year, procurement oversight shifted from DOE to DPW for better management.
- u. **Reconciliation of Procurement and Risk:** JD (SSFM) suggested there is a need to reconcile past procurement decisions with future procurement to reduce future risk to the government. It was suggested that a deeper review with GEDA and the GDOE was necessary to align roles and manage concerns of government risk exposure during the lease-back period.
- v. **Contract Status and Administration Phase:** MM (TRMA) confirmed that his team has a contract administration phase agreement with DOE, which will be triggered if a bid and contract are in place for the construction phase.

- w. Procurement Method Concerns: EH (SSFM) expressed concern that the current procurement method (a lease-back agreement) does not align with the current design approach. He mentioned that the design bid build method would have made more sense if that were the procurement method, but since it's a lease-back, there's a mismatch between the process and objectives.
- x. Discussion with GEDA: MM (TRMA) clarified that the questions about how the contract delivery method was decided should be addressed with GEDA (Guam Economic Development Authority). DPW's CM (SSFM) stated the need to discuss with GEDA how to move forward, given the gap between the past procurement approach, the current procurement approach and the intended outcomes.
- y. Controlling Costs: MM (TRMA) highlighted the importance of avoiding an escalation of construction costs during the lease-back solicitation process, mentioning the need to ensure the construction cost is valid and controlled to avoid artificial inflation.
- z. Debt Service and Payment Caps: JD (SSFM) mentioned that the proposals would come back with debt service payments, which are capped by the law. EH (SSFM) confirmed the law has a monthly payment cap and a maximum number of years for the lease-back, but expressed concern that the 100% design limits flexibility. For example, the lease-back partner won't have the freedom to innovate, such as choosing the most efficient HVAC system or using solar panels to reduce operational costs.
- aa. Design Flexibility and Innovation: EH (SSFM) explained that in a typical lease-back arrangement, the contractor would be responsible for maintaining systems like HVAC, and would have the freedom to design them for efficiency. However, with a fixed 100% design, this flexibility is lost, which raises concerns about whether the current procurement method can achieve the desired cost-effectiveness and innovation.
- bb. Changing Delivery Method: MM (TRMA) noted that the original decision to complete the design was driven by the desire to meet the needs of the school's stakeholders. He also mentioned that the delivery method was not fixed at the outset, and the approach changed several times before settling on the current method.
- cc. Bridging the Procurement Gap: EH (SSFM) emphasized the need to bridge the gap between the design approach and the lease-back procurement method. The current procurement plan may not match the risk allocation they are trying to achieve. He stressed the importance of ensuring that stakeholder requirements (as articulated by Carla and her team) are integrated into the procurement process while addressing the procurement mismatch.
- dd. Financial aspects: VA (DPW) emphasized the costs associated with risks, delays, and change orders in the construction process. EH (SSFM) clarified that while no formal budget exists, the law sets a total cost of \$166 million, an interest rate cap, and a

maximum annual lease-back payment. The Superintendent confirmed no specific budget records were available.

- ee. Budget Challenges and Cost Escalation: VA (DPW) was initially involved in planning but later excluded. MM (TRMA) confirmed early cost guidelines were based on the Governor's program needs. CC (TRMA) explained that the 2013 budget was insufficient by 2020, leading to increased funding to \$166 million due to stakeholder demands and pandemic-related cost hikes.
- ff. Campus Size and Student Capacity: CC (TRMA) confirmed the buildings cover roughly 300,000 square feet and are designed for 1,900 students. CM (SSHS) noted the current population is 1,500, with potential growth due to local development. Despite DOE's declining enrollment, ES (GDOE) and CM (SSHS) highlighted the inclusion of essential facilities like a cafeteria and sports field, which the current school lacks.
- gg. Projected Enrollment Growth and Impact of New Facilities: Per ES (GDOE), these students are expected to be local public and private school attendees, not DODEA. ES (GDOE) projected an enrollment increase of around 4,000 students district-wide over the next several years. Once completed, VA(DPW) noted that the new facilities may attract even more students due to their modern features and appeal.
- hh. Classroom Allocation: According to CM (SSHS), the classroom count for the new school facility is over 100 classrooms, which is planned to accommodate the projected capacity of 1,900 students. CM (SSHS) emphasized the importance of providing individual classroom space for each teacher, addressing the previous issue where many teachers had to share classrooms. The target classroom size is approximately 28 students, ensuring each teacher has their own dedicated space for instruction.
- ii. Building Permit Process: CC (TRMA) confirmed that they are in the actual permit process, aiming to complete most of the permitting before selecting a contractor. This approach is intended to expedite the timeline, allowing the contractor to start work with the building permit already in hand. VA (DPW) noted that this proactive strategy helps minimize delays in the project schedule.
- jj. Future Meeting Plans: VA (DPW) will schedule regular in-person meetings instead of Zoom calls involving the construction manager, principal, and DOE representatives two weeks from now.
- kk. Considerations for Lease-Back Arrangement: ES (GDOE) raised concerns regarding the lease-back arrangement, highlighting lessons learned from three ongoing projects, noting that while one project at JFK is successful and well-maintained, two others are facing significant challenges. He stressed the need to consider maintenance and long-term sustainability in the design process to avoid repeating past mistakes, particularly referencing issues faced at Southern.

- ll. Contact Information for Meeting Minutes: JD (SSFM) requested all participants to send their contact details to Connie Garrido (SSFM) to distribute meeting minutes. VA (DPW) advised using a consistent subject line, like "SSHS Construction Team," to keep an organized audit trail.
- mm. Procurement Document Review: Legal Counsel Tom Keeler (OAG) requested early access to procurement drafts, highlighting the need to address multi-team contractor groups to avoid protests. VA (DPW) agreed, emphasizing the importance of thorough review due to the complexities of government procurement.

IV. ACTION ITEMS

- a. Submit questions in writing to GDOE and TRMA.
- b. Get POC phone numbers.

V. NEXT MEETING

VI. ADJOURN 10:05am

**I MINA'TRENTAI SIETTE NA LIHESLATURAN GUÅHAN
37TH GUAM LEGISLATURE**

Honorable Sen. Roy A.B. Quinata

Chairperson, Committee on Infrastructure, Economic Development,
Simon Sanchez High School, Disability Services,
Self-Determination and Historic Preservation, Housing,
Public Accountability, and the Guam Buildup

Thursday, Oct. 10, 2024



DEPARTMENT OF PUBLIC WORKS

Informational Briefing

On the reconstruction of Simon Sanchez
High School, and islandwide road safety



RECONSTRUCTION OF SIMON SANCHEZ HIGH SCHOOL

**Overview on
Construction
Management Services**

**Updates to Bids
and MOUs**

Timeline projection

Leaseback agreement

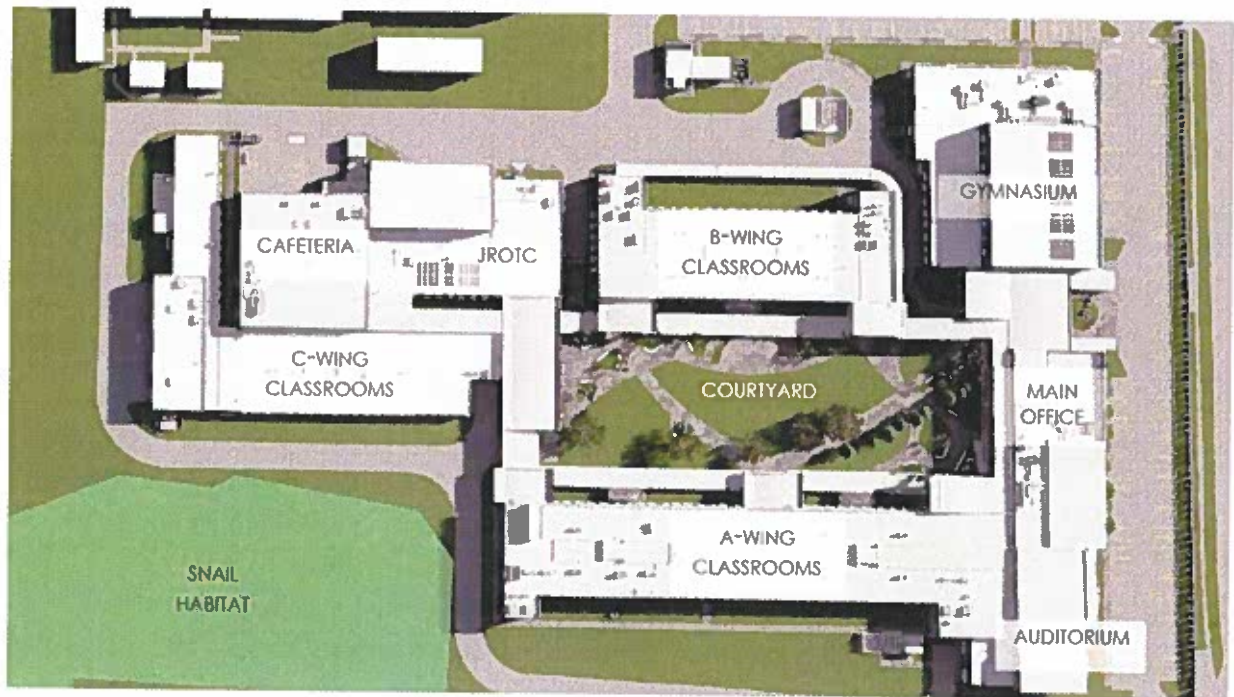


Construction team

- **Department of Public Works**
Contract and Construction Administration
- **Guam Department of Education**
Owner's Representative
- **Guam Economic Development Authority**
Finance
- **Taniguchi Ruth Makio Architects**
Designer of Record
- **SSFM International**
Construction Manager
- **Legal counsel**

By the numbers

- Approximately 300,000 sq. ft. of building space
- Capacity for 1,900+ students
- Planning for 100 classrooms
- Estimated budget amount: \$166 million



Phase 1 site plan 2023-2025 (closer view). Note:





















16

Phase 2 site plan 2025-2026

Next steps

- Initial kickoff meeting held Oct. 9
- Data gathering, accelerated meetings with construction team
- In-depth review of plans and design
- Constructability assessment
- Operations and maintenance assessment
- Develop RFP for construction and financing (working phase)
- Accelerated but prudent pace



This is the final slide of the SSHS portion of the presentation

ROAD SAFETY IMPROVEMENTS



18

Pictured: Chalan San Antonio roundabout in Tamuning

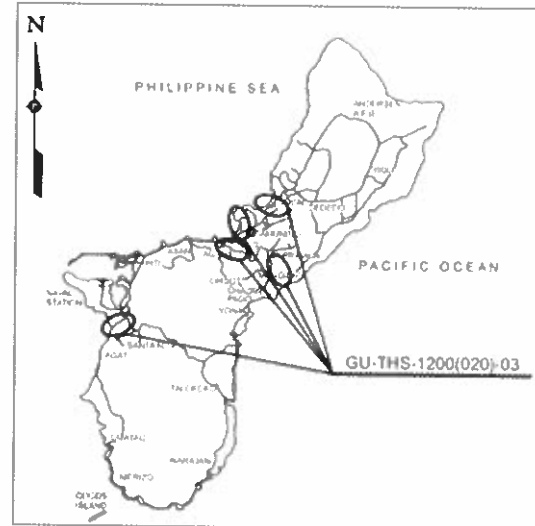
Planned routed road safety projects

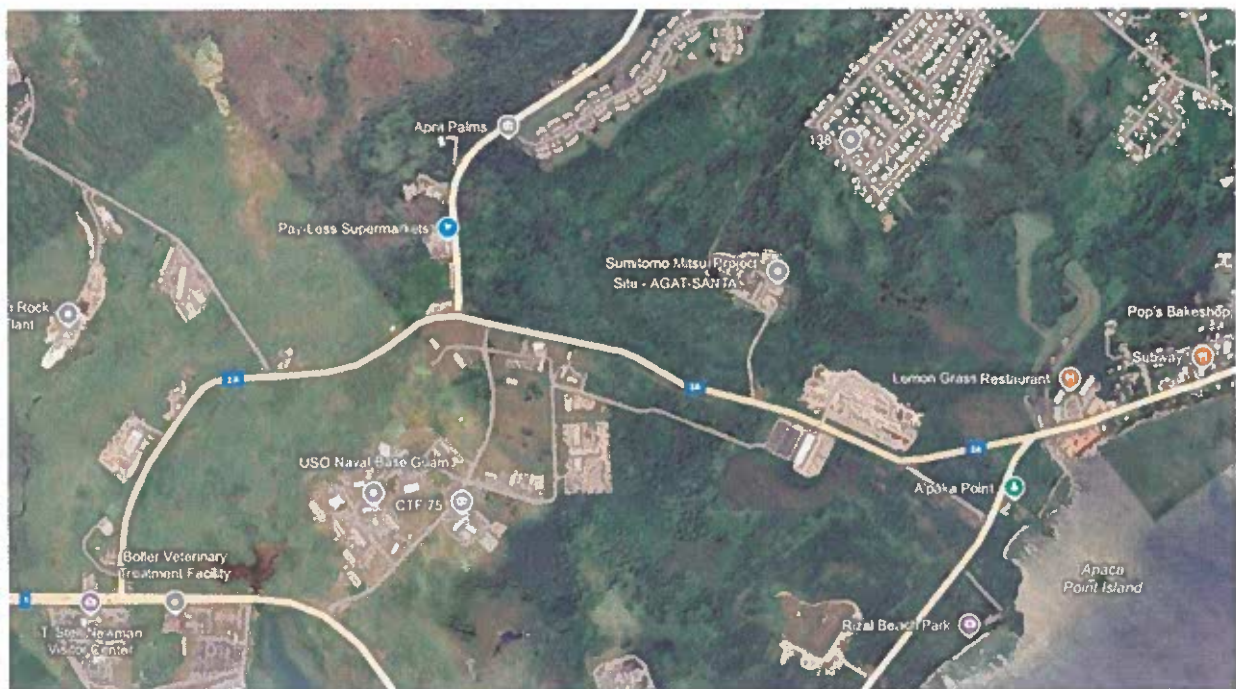
- Islandwide pavement improvements
- Islandwide striping improvements
- Route 10 safety improvements - Phases 1 and 2
- Route 10A (Chalan Pasahero aka Airport Road) reconstruction and widening - Phase 1
- Route 14 (Chalan San Antonio) resurfacing - Phase 1
- Route 14B (Ypao Road) reconstruction and widening - Phase 1
- Route 5 rehabilitation and widening
- Route 17 reconstruction and widening - Phase 2B
- Typhoon Mawar Sign/Signal/Striping Repairs
- Flood Mitigation

Islandwide pavement improvements

**Route 2A, Route 8,
Route 14A,
Route 30A, Route 32**

- Pavement repair and striping improvements





Route 2A. From Sumay Pizza Hut to Route 5



Route 8. Intersection of Routes 1 and 8 to Cars Plus



Route 14A. From JFK High School to former Pacific Star Hotel



Route 30A. From St. Anthony School to RIHGA Royal Laguna Guam Resort

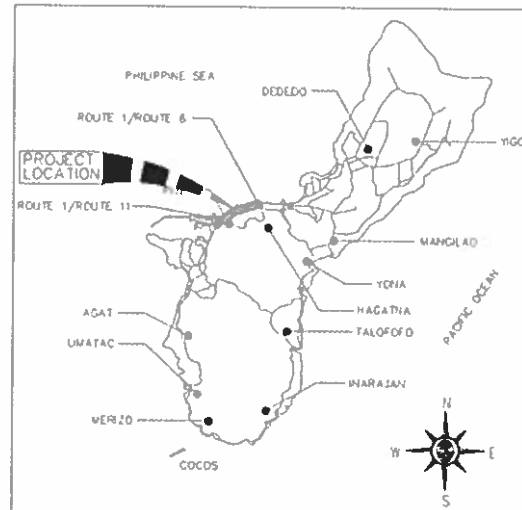


Route 32. From Shell Mangilao to University of Guam

Islandwide striping improvements

Route 1 (Route 11 to Adelup)

- Restriping
- Safety improvements
 - Intersection striping
 - Crosswalks, stop bars, turn arrow pavement markings, lane lines



Route 1. From Port entrance to Adelup.



Route 1 (Route 11 to Adelup) (Continued)

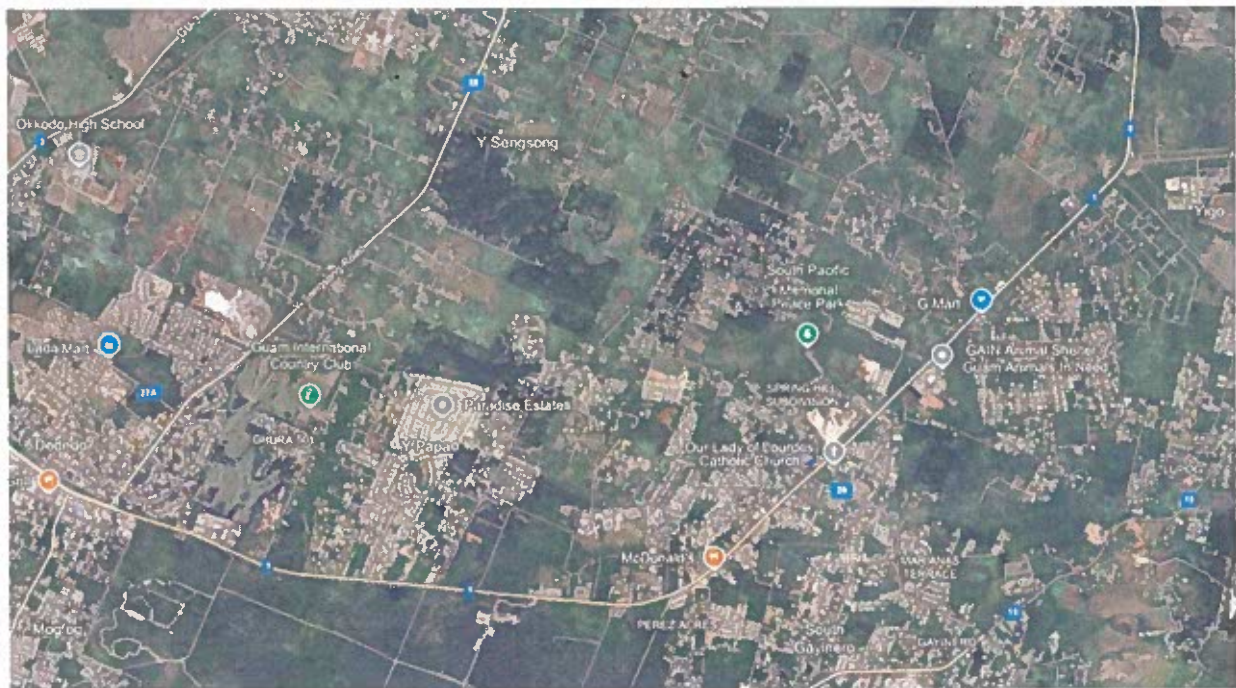
Islandwide striping improvements

Route 1 (Route 27 to AAFB)

- Safety improvements
 - Replace faded striping
 - Reflective pavement markers (RPMs)



Route 1. Note: From Old Dededo Flea Market/GTA intersection to AAFB front gate

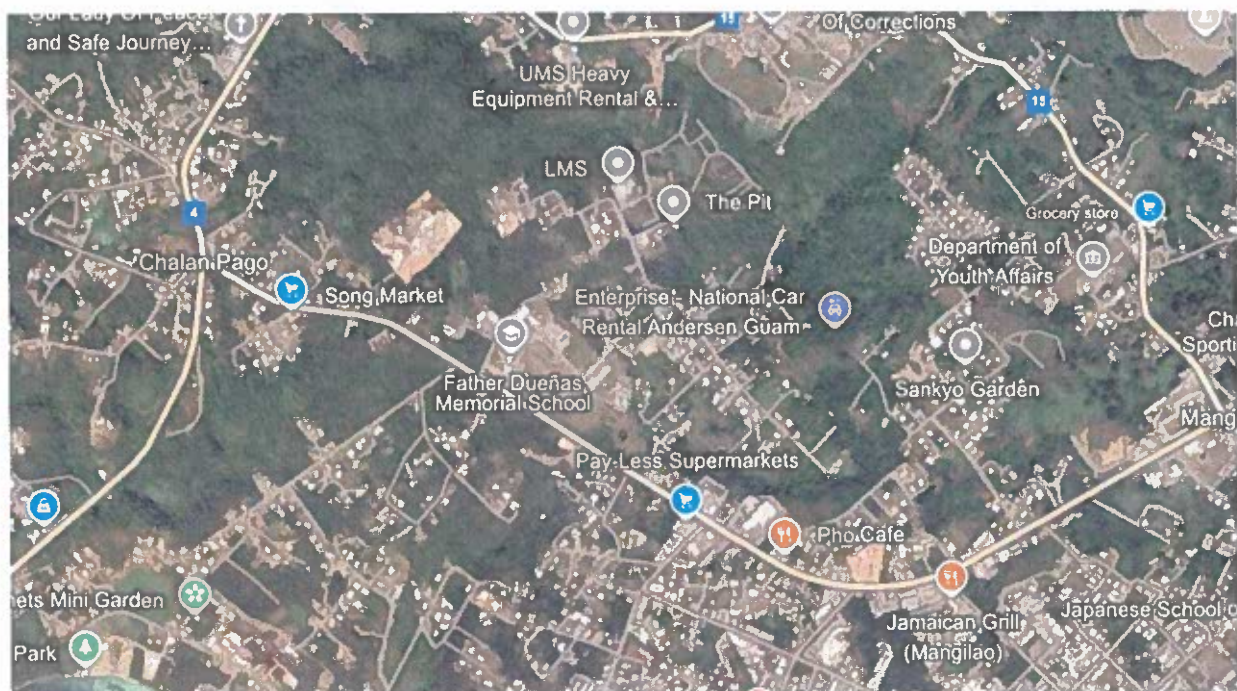


Route 1. Note: From Old Dededo Flea Market/GTA intersection to AAFB front gate

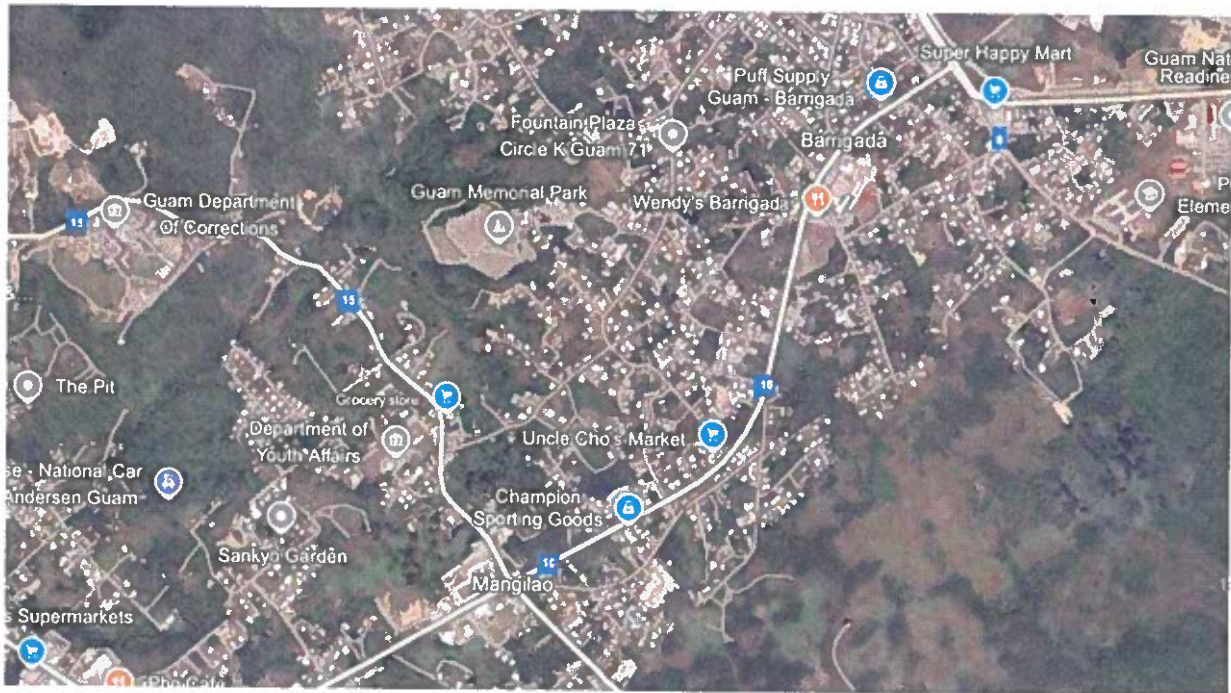
Route 10 Mangilao safety improvements

- Pavement overlay and friction course
- Striping and signage
- New traffic signals
- Signal modifications
- Raised medians
- Pedestrian crossings
- New installation of guardrails
- Drainage improvements

Route 10 Mangilao safety improvements. From intersection of Route 4 and 10, to tri-intersection Barrigada. Bid opening is scheduled for Oct. 15, 2024. Estimated 18-month construction period



Route 10 Mangilao safety improvements. From intersection of Route 4 and 10, to tri-intersection Barrigada. Bid opening is scheduled for Oct. 15, 2024. Estimated 18-month construction period



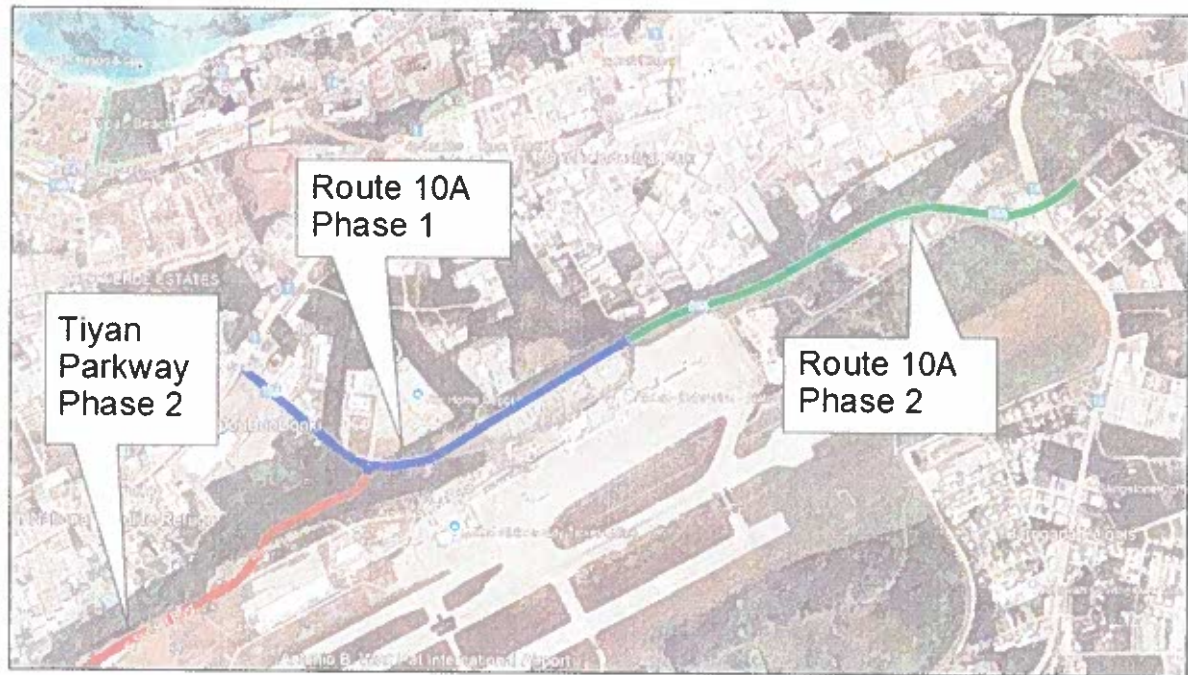
Route 10 Mangilao safety improvements. From intersection of Route 4 and 10, to tri-intersection Barrigada. Bid opening is scheduled for Oct. 15, 2024. Estimated 18-month construction period

Route 10A reconstruction and widening - Phases 1 and 2

- Reconstruct and widen
- Safety improvements
 - Raised medians
 - Shared bike lanes
 - Sidewalk
- Funds available for Phase 1 via 2024 USDOT RAISE Grant Award

33

Route 10A reconstruction and widening - Phase 1. Sidewalks from Airport to intersection of Route 1 southside (Village of Donki) Note: Shared bike lanes identical to those on Route 3



Route 10A reconstruction and widening - Phases 1 and 2. Phase 2 still under design, but will include two-lanes in each direction from Phase 1 to Route 16 overpass

Route 14 resurfacing

- Resurface and restripe
- Project close-out
- Safety improvements
 - Road diet
 - Bike lanes
 - Modernized traffic circle
- \$14 million construction value

Completed projects





Route 14 resurfacing (Continued)

Route 14B reconstruction and widening - Phase 2

- Reconstruct and widen
- Safety improvements
 - Shared use lanes
 - Sidewalk
 - Streetlights
 - Guardrail
- \$11 million construction value





Route 14B reconstruction and widening - Phase 2 (Continued)

Route 5 rehabilitation and widening

- Rehabilitate and widen
- Project close-out
- Safety improvements
 - Striping
 - Signage
 - Paved shoulders
 - Guardrail
- \$13 million construction value



42

Route 5 rehabilitation and widening. Note: Long lead time for procurement of loop sensor for traffic signal damaged during paving

Route 17 reconstruction and widening - Phase 2B

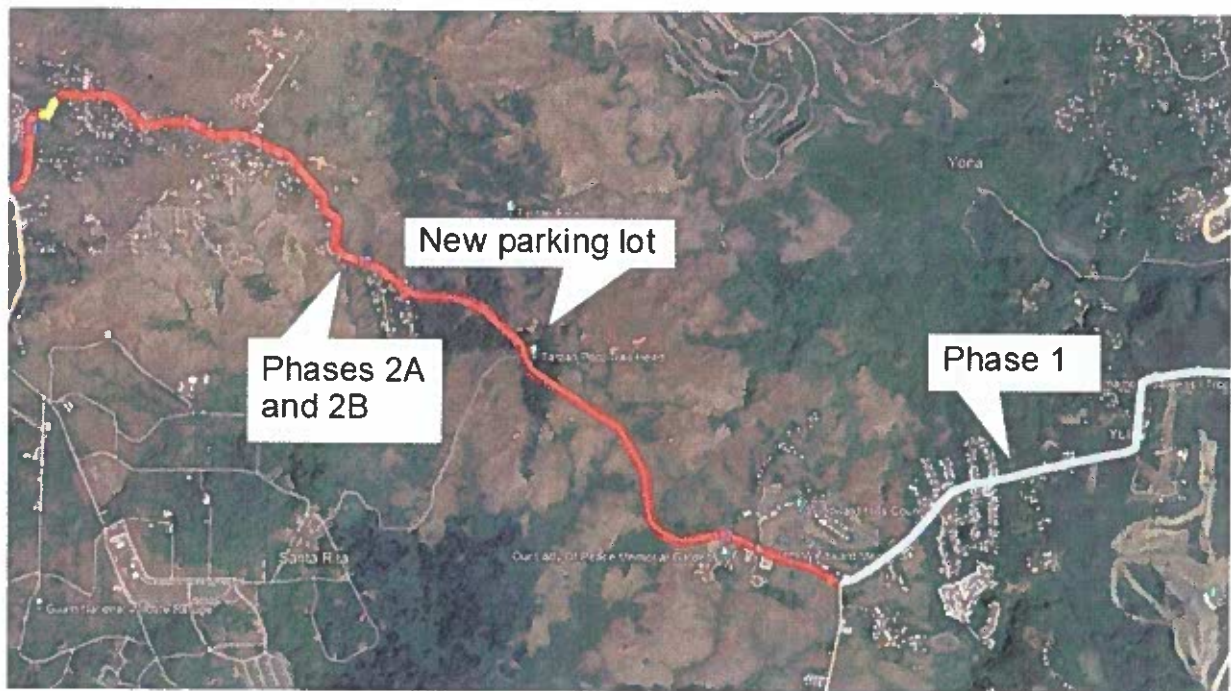
- Rehabilitate and widen 5 miles of Route 17
- Safety improvements
 - Drainage improvements
 - Striping
 - Signage
 - Paved shoulders
 - Guardrail
 - Rumble strips

Notes:

Phase 1: Widening to add shoulders, from Route 4 intersection to Route 4A (completed)

Phase 2A: Replacement of drainage culvert crossings and spot repairs from Route 4A to Route 5 (completed)

Phase 2B: From Route 4A to Route 5 (pending construction funding)

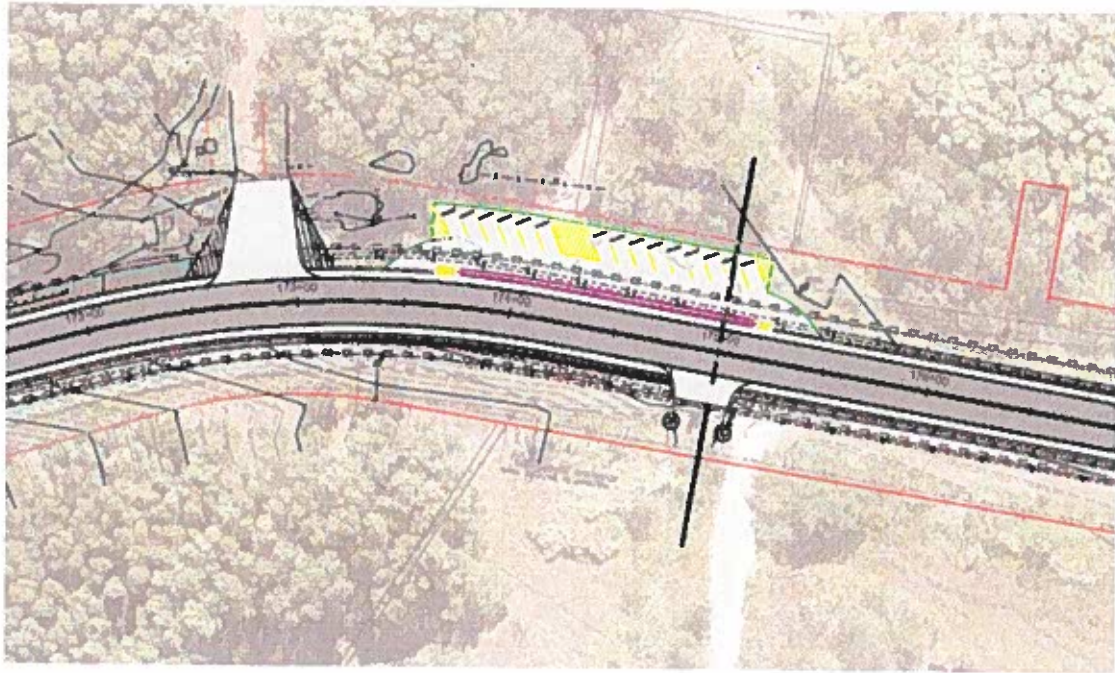


Route 17 reconstruction and widening. From Baza Gardens to Route 5

Route 17 - Phase 2: Tarzan Falls trailhead parking lot

- Construct parking lot for Tarzan Falls trailhead
- Access controlled
- ADA compliant

Route 17 reconstruction and widening - Phase 2 (Continued): Tarzan Falls trailhead parking lot



Five-foot paved shoulders and clearing up to the edge of the 100-foot right-of-way

Islandwide road signage repairs from Typhoon Mawar damage

- Replace 1,800+ damaged or missing signs
- Urgent missing signs already replaced
- with temporary signs

Islandwide road signage repairs from Typhoon Mawar damage



Islandwide road signage repairs from Typhoon Mawar damage (Continued)

Secondary road improvements

Secondary road improvements

Islandwide pavement improvements

Route 1 Asan (Dead Man's Curve)

- Restriping and marking
- Safety improvements
 - Center median buffer
 - Transverse rumble strips
 - Raised pavement markers



Possible suggestion for senators: Large fine for speeding on this specific strip (similar to statutes for speeding in a construction zone. Start at \$1,000 for Commercial vehicles (anything owned by the government and commercial entities) and \$500 for personal vehicles), and 25 mph speed limit

Office of Highway Safety

OHS outreach at Agana Shopping Center



Office of Highway Safety outreach: Child passenger safety, distracted driving, pedestrian safety, occupant protection.

Office of Highway Safety

Police traffic safety checks



Office of Highway Safety

Police traffic checkpoints



Office of Highway Safety

Outreach at island schools



Office of Highway Safety

Electronic speed signs



Flood mitigation

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Areas to address: Manell (Malesso'), Barcinas (Malesso'), and Polaris Point



Polaris Point flooding



Flooding in Malesso'



Flooding in Malessio'

Village streetlights

GENERAL INFORMATION											
VILLAGES	FY-2022-23 NEW STREETLIGHTS INSTALLED					FY-2023-24 PRIMARY STREETLIGHTS INSTALLED 230 W					
	TOTAL ST. LIGHTS	TOTAL ST. LIGHTS	TOTAL ST.	150W CHG. A YEAR	150W CHG. A YEAR	TOTAL ST. LIGHTS	TOTAL ST. LIGHTS	TOTAL ST.	PENDING	150W CHG. A YEAR	150W CHG. A YEAR
	150 WATTS	250 WATTS		\$298.95	\$438.81	150 WATTS	250 WATTS		Duplicate	\$298.95	\$438.81
AGANA	408	150		\$121,971.60	\$65,821.50	60	112	180	2	20,328.60	49,146.72
AGANA HEIGHTS	497	50		\$137,673.65	\$21,940.50						
ORDOT CHALAM PAGO	673	122		\$201,193.95	\$51,548.82	102	35	137		30,492.90	15,358.35
ASAN	412	36		\$123,167.40	\$14,973.36	34	36	70		10,164.30	11,797.16
BABINGGADA	1117	186		\$333,921.15	\$81,618.66	93	11	124		27,802.35	13,603.11
MANGILAO	2600	240		\$773,270.00	\$105,314.80	175	98	274	2	37,368.75	41,003.18
DEDEDO	2838	1509		\$866,357.50	\$462,104.25	126	90	216		37,668.70	39,492.90
INARAJAN	1103	108		\$329,741.33	\$47,393.48	127	68	195	6	37,966.65	29,839.08
MERZO	560	200		\$167,412.00	\$87,762.80	65	71	136		19,431.75	32,033.13
MTM	664	218		\$192,523.80	\$91,600.50	13	15	28		3,886.35	6,582.15
PTI	1040	151		\$318,908.00	\$46,280.33	84	13	97	2	25,111.80	5,704.53
STA RITA	266	60		\$79,328.70	\$26,128.60	46	42	88		13,751.17	18,430.02
ASAT	430	50		\$128,546.90	\$21,940.50	55	82	147		16,442.25	40,176.52
INARAJANA	613	150		\$182,558.45	\$65,821.50	15	2	17	2	5,690.05	877.62
TAILOFOFO	779	346		\$232,882.85	\$151,828.26	17	30	47		5,082.15	13,164.30
LIMATAK	818	820		\$247,590.60	\$191,643.00	15	61	96		10,463.25	26,767.41
YOMA	215	40		\$64,274.25	\$17,567.60	80	63	143	2	23,976.00	22,645.03
TIGO	1,654	728		\$494,463.38	\$319,453.68	120	44	164	2	35,874.80	19,307.64
TAMUNING	954	300		\$283,198.30	\$131,643.00	212	13	225		63,377.40	4,826.91
TOTAL	17599	4904	0	\$5,261,221.08	\$2,178,252.84	1831	916	2743		424,808.42	401,949.96

Un Dangkulu na Si Yu'us Ma'ase!





Donna Herrero <donna.herrero@dpw.guam.gov>

241009 SSHS Construction Team Pre Kickoff Meeting Minutes DRAFT

Joseph W Duenas <jduenas@ssfm.com>

Mon, Oct 14, 2024 at 11:48 AM

To: Vince Arriola <vince.arriola@dpw.guam.gov>

Cc: Donna Herrero <donna.herrero@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Ernest G. Candoleta Jr." <ernest.candoleta@dpw.guam.gov>, Ed Hipolito <ehipolito@ssfm.com>, "Gerard E. Bautista" <gbautista@ssfm.com>, Connie Garrido <cgarrido@ssfm.com>, Alvin Bejosa <abejosa@ssfm.com>, Joseph W Duenas <jduenas@ssfm.com>

Hi Vince,

Attached you will find the DRAFT Meeting Minutes from the Simon Sanchez Construction Team Pre-Kickoff Meeting, on Wednesday, October 9th, from 9am-10am, with DPW, SSFM, GDOE, TRMA, and AG's Office.

Please let me know if you'd like any revisions. Once we have your inputs, we can finalize the minutes and distribute it to the participants if that is your desire.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager



Innovate | Adapt | Sustain

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"Do not go where the path may lead, go instead where there is no path and leave a trail." – Ralph Waldo Emerson

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241009 JDuenas DPW SSHS Construction Team Meeting Pre Kickoff.docx

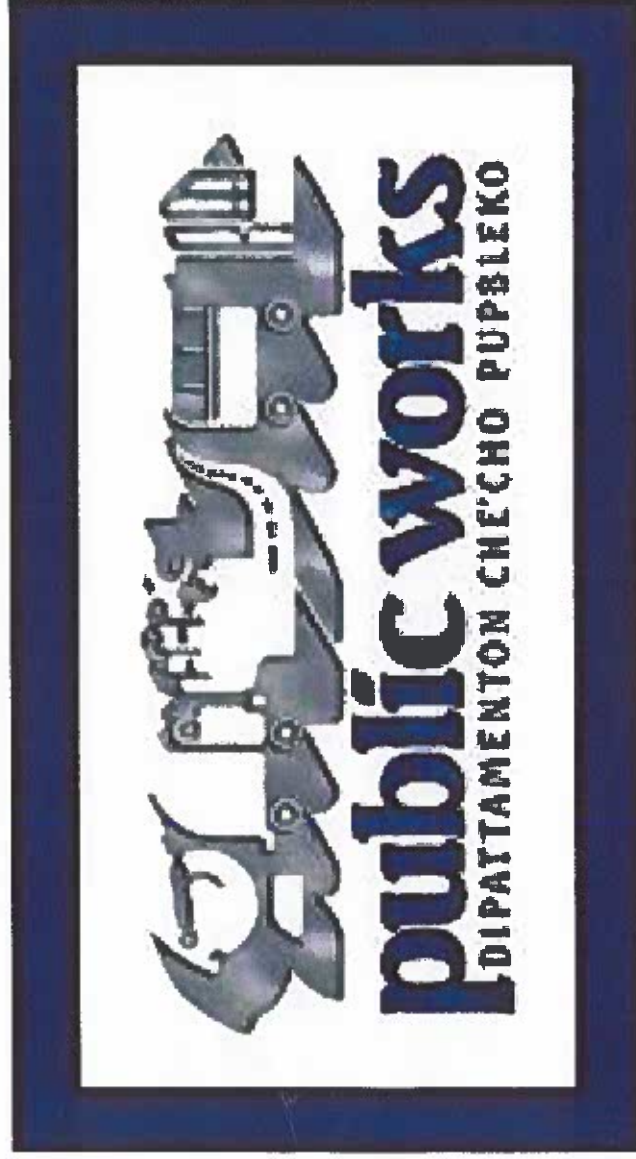
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File

**SIMON SANCHEZ HIGH
SCHOOL**

**Construction
Management
Internal DPW Briefing**

*DPW Director's Office
October 16, 2024 ; 11am*



Agenda

- DPW | GDOE Pre-Kickoff Meeting Recap
- Project “Gaps” Identified
- Government Risk ✓
- Risk Mitigation & Recommendation
- Next Steps
- Discussion | Questions

DPW | GDOE SIMON SANCHEZ HS

PRE-KICKOFF MEETING RECAP

Participation- DPW, SSFM, GDOE, TRMA, SSHS Principal and Administrators, OAG
October 9th, 2024, 9am, via Zoom

Discussion:

- **History of Project-** How we arrived at the current 100% design.
- **Project Concerns & Risks-** Outlined project concerns and risks.
- **End User Feedback-** SSHS feedback incorporated into final design.
- **Established Key Points of Contact-** DPW, GDOE, SSHS, OAG, CM, Architect.

1900 Students

DPW | GDOE SIMON SANCHEZ HS

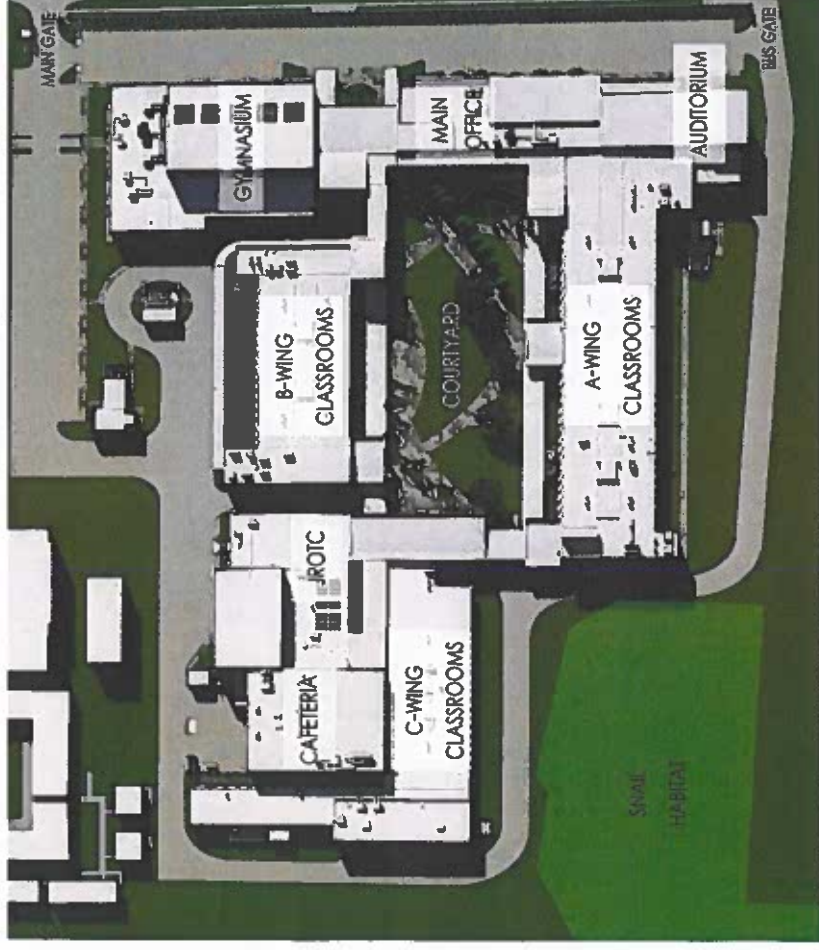
PRE-KICKOFF MEETING RECAP (continued)

Preliminary Project Concerns & Risks Identified in Meeting

1. Rising Construction Costs (DPW, TRMA)
2. Change Orders (DPW, TRMA)
3. Constructability Review (DPW, TRMA)
4. Capacity of Contractors Bidding (TRMA)
5. Risk of 100% Design on Pending Leaseback Procurement. (CM)
6. Procurement Protests (DPW, CM)
7. Ensuring that End-User Feedback Remains in Design (SSHS)
8. Facility's Capacity for Future Growth (GDOE, SSHS)

Project “gaps” identified.

- There are current gaps between the government’s procurement and completion of the 100% design and the next phase of Leaseback Procurement.
- The root of this gap has to do with two different types of procurement: **“Traditional” Design, Bid, Build Construction Procurement** **vs.** **Leaseback Construction Procurement**



Traditional Design, Bid, Build (DBB) Construction Procurement Process

- 1. DESIGN.** Government procures an architect. 100% design and detailed plans created with stakeholder feedback. (Done. GDOE | TRMA)
- 2. BID.** The Design is put out to bid via an **INVITATION TO BID**. Contractors submit *price bids* based on the 100% Design. **AWARD** goes to the **LOWEST PRICED CONTRACTOR**.
 - In the DBB process, thorough design, constructability, and contract reviews are required to minimize change orders, increased project costs, etc.
- 3. Build-** The contractor builds the facility based on 100% design specifications. Construction Manager ensure compliance with contract, specs, quality, and safety. Upon completion, the project is turned over to the Owner (GDOE) with a defined warranty period (e.g., one-year from acceptance).

*Note: For the past two decades, the Government of Guam and GDOE has not used the Traditional Design, Bid, Build model of construction procurement and opted for Leaseback Construction Procurement.

Leaseback Development Construction

Procurement Process

Project Planning Phase

1. Identify needs- Done.
2. Site Selection- Done.
3. GDOE/ Stakeholder Approval- Done

Request for Proposal (RFP) Phase (Current phase we are in)

- Prepare and issue an RFP for the leaseback contract.
- This will *NOT* be awarded to the lowest bid contractor but to the BEST VALUE Leaseback Developer. *(Gap)*
- Leaseback Development Team is typically led-by a financing company and the selection weighs heavily on the Financing Package and overall proposal vs. price. I.e.,
 - Does the proposal fall within the requirements of the law (maximum annual lease amount, interest rate, construction price)? *Budget, Price, Interest Rate*
 - Cost increases during construction and change orders are avoided, as selected developer commits to delivering the school at an agreed upon rate outlined in their contract.

Leaseback Development Construction

Procurement Process

➤ Design Phase (Ideal Leaseback)

- **Assumption of Design**- Leaseback Developer develops final project plans and specifications assuming responsibility for the final design. (GAP)
- **Collaboration**- Leaseback Developer works with stakeholders during their design phase to ensure feedback is incorporated.
- **Design Flexibility**- There should be some design flexibility for the Leaseback Developer during the design phase to innovate and improve operation costs and efficiencies, as they will be responsible for operating the facility for approximately 30 years. (GAP)

Before or after contract?

➤ Leaseback Period

- **Leaseback Payments**- A funding source is identified, by the government for leaseback payments. GDOE makes lease payments to the contractor, which cover the construction and maintenance costs for the duration of the lease (30 years).
- **Monitoring**- Regular onsite monitoring of the construction progress is performed throughout the construction period to ensure the government's interests in this government facility are met, design non-negotiables are kept in place (i.e., stakeholder feedback), and compliance with the contract terms.

Leaseback Development Construction Procurement Process

➤ Project completion

- Final Inspection- Final inspections are conducted to ensure the project meets all specifications and the facility is safe for occupancy.
- Handover- When all leaseback payments are made (30 years). GDOE takes ownership of the facility, free of the lease agreement, at the end of the term.

Can we do less?

➤ Benefits of the Leaseback Development

- Integrated approach- Streamlines the process by integrating design and construction. (GAP)
- Cost certainty- Includes a guaranteed maximum price, reducing financial risk (escalating costs,, change orders, etc.). Developer is on the hook for a certain amount each year. (GAP)
- Flexibility in Financing- Allows the government to spread out the payments over a 30- years period.



The BIGGEST RISK to the Government of Guam and the school's long-term success is requiring the Leaseback Developer to use the government's 100% Design.

Why? During the 30-year leaseback period, when facility issues arise, the Leaseback Developer can claim they built to the government's spec and therefore facility liability falls on the government to fix (GDOE, DPW)

This issue can show up at critical times like post typhoon recovery, air conditioning, fire alarm system, etc.

This takes away a **major benefit** of Leaseback Schools- putting facility maintenance operations on the developer, allowing GDOE educators to focus on education, not facilities maintenance.

Using the government's 100% design and not the Leaseback Developer's opens the government to the concerns brought up in the Pre-Kickoff Meeting by DPW, TRMA, and GDOE (i.e., change orders, unanticipated project costs).



Risk Mitigation & Recommendation

1. Use the government's design as the "Basis of Design" with the caveat that stakeholder feedback is remains intact (i.e., floorplans, layout, classroom sizes, etc.)
2. Government design is incorporated into the Leaseback Developer's final plans with continued stakeholder input. The plans are stamped by the Leaseback Developer who assumes all risk during the 30 years leaseback period, and neutralizing concerns and risks identified in previous slides.

Benefits- Closes the “Gaps.”

1. **Rising Construction Costs (DPW, TRMA)**- Rising costs does not impact government as fixed lease is fixed.
2. **Change Orders (DPW, TRMA)**- Change orders minimized as design “owned” by Leaseback Developer.
3. **Constructability Reviews (DPW, TRMA)**- Risk reduced as Leaseback Developer “owns” design.
4. **Capacity of Contractors Bidding (TRMA)**- Finance-led Developers will have capable contractor partners.
5. **Risk of 100% Design on Pending Leaseback Procurement**- Resolved with Leaseback Developer owning design.
6. **Procurement Protests (DPW, CM)**- Utilization of GEDA, AG’s Office, and previous Gov Guam experience reduces risk exposure.
7. **Ensuring End-User Feedback Remains in Design (SSHHS)**- To be incorporated into final RFP w/ stakeholder feedback as part of Leaseback Developer’s design process.
8. **Facility’s Capacity for Future Growth (GDOE, SSHHS)**- Maintain capacity of current design.

Potential Next Steps | Discussion | Questions.

1.Align with GDOE and GDOE Architect TRMA

2.Meet with GEDA

- Introductions, Open Communication Channels, Identify POCs, Identify Next Steps. Get copy of JFK RFP to review and provide to Assistant AG.

3.Internal Kickoff Meeting with DPW Key personnel- Administrative

4.Upcoming In-Person Meetings





Donna Herrero <donna.herrero@dpw.guam.gov>

DPW SSHS Construction Team Meeting DRAFT Agenda 101824

Joseph W Duenas <jduenas@ssfm.com>

Thu, Oct 17, 2024 at 10:10 AM

To: Vince Arriola <vince.arriola@dpw.guam.gov>

Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, Ed Hipolito <ehipolito@ssfm.com>, "Gerard E. Bautista" <gbautista@ssfm.com>, Connie Garrido <cgarrido@ssfm.com>, Alvin Bejosa <abejosa@ssfm.com>, Joseph W Duenas <jduenas@ssfm.com>

Hi Director Arriola,

Thank you for meeting yesterday. As discussed, attached you will find a DRAFT agenda for tomorrow's SSHS Construction Team Meeting with GDOE, TRMA, and OAG, scheduled for 10am, at the DPW FHWA Conference Room.

Please let me know what revisions you would like made to the DRAFT agenda and we can finalize it. I've included a copy of the DRAFT meeting minutes from last week's SSHS Construction Team Meeting.

We look forward to your feedback!

Sincerely,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager



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2 attachments



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241009 JDuenas DPW SSHS Construction Team Meeting Pre Kickoff.docx

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Construction of New Simon Sanchez High School Project Meeting

Agenda; October 18, 2024; 10 am, DPW FHWA Conference Room

- I. CALL TO ORDER
- II. ROLL CALL | ATTENDANCE
- III. UNFINISHED BUSINESS
 - A. Project Risk and Concerns from Previous Meeting
 - i. **Rising cost of construction and change order-** GDOE Architect (TRMA) | DPW
 - ii. **Technical capacity of contractors bidding-** GDOE Architect (TRMA)
 - iii. **Constructability Reviews-** GDOE Architect (TRMA) | DPW.
 - iv. **Risk of 100% Government Owned Design on Leaseback Procurement.** DPW CM (SSFM)
 - i. Traditional Design Bid Build Construction vs. Leaseback Construction
 - 1. DBB (Invitation to Bid)- Lowest priced build to spec
 - 2. Leaseback Construction- Financing RFP, Finance Led, best value.
 - v. **Procurement Protests.** DPW | DPW CM (SSFM) | OAG
 - vi. **Ensuring end-user feedback incorporated into construction.** GDOE SSHS
 - vii. **Capacity to accommodate future growth.** GDOE | SSHS
- IV. NEW BUSINESS
 - A. Current Law (90 days)
 - B. DPW and CM Meeting with GEDA (next week)
- V. OPEN DISCUSSION
- VI. ACTION ITEMS
- VII. NEXT MEETING (To be scheduled after DPW CM (SSFM) meeting with GEDA.
- VIII. ADJOURN



Donna Herrero <donna.herrero@dpw.guam.gov>

DPW SSHS Construction Team Meeting DRAFT Agenda 101824

Vince Arriola <vince.arriola@dpw.guam.gov>

Thu, Oct 17, 2024 at 4:23 PM

To: Joseph W Duenas <jduenas@ssfm.com>

Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Donna Herrero <donna.herrero@dpw.guam.gov>, Ed Hipolito <ehipolito@ssfm.com>, "Gerard E. Bautista" <gbautista@ssfm.com>, Connie Garrido <cgarrido@ssfm.com>, Alvin Bejosa <abejosa@ssfm.com>

Agenda looks great!

Vincent P. Arriola

Director, Department of Public Works

542 North Marine Corp Drive,

Tamuning, Guam 96913

(671) 646-3131

[Quoted text hidden]

Construction of New Simon Sanchez High School Project Meeting
Agenda; October 18, 2024; 10:00am, DPW FHWA Conference Room

I. CALL TO ORDER

Attendance

- a. DPW: Vince Arriola, Director; Linda Ibanez, Deputy Director; Ernest Candoleta, Deputy Director.
- b. GDOE: Dr. Eric Swanson (Superintendent)
- c. Simon Sanchez High School: Carla Masnayan, Principal
- d. TRMA: Cedric Cruz, Senior Architect, Elmer Prudente, Associate
- e. SSFM Joseph Duenas, Project Principal; Ed Hipolito, Senior Project Manager; Gerard Bautista, Senior Manager; Viliame Vuetibau, Structural Designer

II. DISCUSSION ITEMS:

- a. VA (DPW) provided a summary of their recent discussions with JD and EH (SSFM), describing the initial stages of their meetings, which were focused on gathering general information. The goal was to understand the design process and how the concepts were developed, similar to the discussions from the previous meeting. VA (DPW) noted that more detailed discussions will come when the engineers and architects collaborate, focusing on the specifics of the design, construction methods, and efficiencies. They suggested starting at the bottom of the agenda to guide the meeting forward.
- b. VA (DPW) initiated a discussion about the school's capacity, asking whether there was a need for expansion and what the current enrollment numbers indicated. CM (SSHS) confirmed that the enrollment has remained around 1,500, though the original design was for 2,300, later adjusted to 1,900. VA (DPW) confirmed this and asked if each of the roughly 100 classrooms would be assigned to individual teachers, to which ES (GDOE) explained that while it's good practice, it's not legally required. He also noted that classroom customization varies by subject, especially for science labs, which need specific safety and functional features.
- c. VA (DPW) inquired if the contract with TRMA for design and architecture included furnishings. CM (SSHS) responded that some items are part of the FF&E (Furniture, Fixtures, and Equipment) package, while others are provided by the program, such as larger items for specific programs like GCC. She noted that technology purchases were being handled separately. ES (GDOE) added that while the technology infrastructure and networking were included in the project, the equipment itself was provided by the owner, with some being installed by the contractor, depending on the item.
- d. VA (DPW) noted that the design plan accommodates 1,900 students. CC (TRMA) clarified that while the design capacity is for 1,900, discussions led to targeting 1,700 students due to budget considerations, adjusting the number of classrooms accordingly. However, facilities like the gym and cafeteria were still based on the 1,900 capacities. The key adjustment was ensuring a classroom for every teacher at the 1,700-student target. CM (SSHS) confirmed that 1,700 was the projected population during the design phase.

- e. VA (DPW) raised concerns about potential growth in the school district over the next few years, particularly with the construction of a new school. CM (SSHS) shared that many students currently studying out of district would likely return, especially with new housing developments. This led to a broader conversation about the impact of military families and civilian housing. ES (GDOE) noted that civilian families don't typically have access to DODEA schools unless they have specific military ties. VA (DPW) emphasized the importance of proper planning to avoid overcrowding issues once the school opens.
 - i. Further into the conversation was a detailed discussion about the school's capacity. CC (TRMA) clarified that while the school is designed for 1,700 students, the classrooms could accommodate up to 1,900 if certain facilities, like toilets, were upgraded to meet public health requirements. VA (DPW) and CM (SSHS) highlighted past issues with overcrowding in other schools, stressing the need for careful demographic planning. ES (GDOE) also mentioned a peculiar trend where odd-numbered grades were larger than even-numbered ones. JD (SSFM) asked ES about the trend he had heard about a decline in the overall GDOE student population on the island. ES (DOE) confirmed this trend, attributing it to families leaving, rather than charter schools.
 - ii. The future projections are also discussed, particularly around the influx of contractors supporting military projects like the missile defense program. ES (GDOE) projected a potential gain of 4,000 students by FY27 due to civilian families tied to these projects. However, there was consensus that active-duty military personnel would likely send their children to DODEA schools, leaving civilian families as the primary contributors to school population growth.
- f. VA (DPW) asked about the maximum enrollment for the new school based on current plans. CC (TRMA) estimated it could accommodate over 2,100 students, but VA (DPW) raised concerns about the adequacy of toilet facilities for this larger population. CC (TRMA) confirmed that an increase in restroom capacity would be necessary and mentioned the potential for expansion within the school's existing layout.
- g. VA (DPW) emphasized the importance of addressing these facilities to avoid public health issues, referencing past experiences. The discussion shifted to specific requirements for toilets, urinals, sinks, and showers, with CC (TRMA) noting that regulations typically allow for about 40 students per toilet. VA (DPW) inquired about the exact numbers needed, indicating that additional facilities would be essential to meet the anticipated enrollment growth.
- h. JD (SSFM) suggested including specific design parameters in the leaseback RFP to avoid future issues. VA (DPW) discussed modifying the design now versus deferring to the leaseback contractor.

- i. ES (GDOE) cautioned against exceeding 2,000 to maintain effective instruction and safety. VA (DPW) stressed the importance of defining the attendance district to prevent overcrowding upon opening. CC (TRMA) noted that only toilet facilities would need adjustments for increased capacity, while other areas like the cafeteria and hallways likely wouldn't. ES (GDOE) confirmed that GDOE, the end user, wants a maximum capacity of 2,000 students.
- j. JD (SSFM) suggested including specific design parameters in the leaseback RFP to avoid future issues. VA (DPW) raised concerns about modifying the design now versus deferring to the leaseback contractor.
- k. JD (SSFM) summarized several risk issues that were brought up in the previous meeting surrounding the school procurement and construction process. He highlighted that the biggest risk for the government in the next four months is a protest, which could delay construction. JD (SSFM) mentioned that MM (TRMA) and the Director raised concerns about the rising cost of construction and the risk of change orders, both of which are valid issues, in a Design Bid Build. Another risk outlined by MM (TRMA), in the previous meeting, was the technical capacity of contractors, with a trend of underqualified bidders showing up, which could pose a threat to the project, as seen in past experiences.
- l. JD (SSFM) emphasized the importance of constructability reviews in design-bid-build projects, where contractors might exploit gaps in the designs, submit the lowest bid to win, and later increase costs through change orders. However, he pointed out that these concerns are more relevant in Design Bid Build procurement environments, but limited in a Leaseback procurement, where the Leaseback Developer provides the best value at a fixed annual lease payment and leases the facility back to the government over a long period of time. He pointed out that the Leaseback Procurement has been the choice procurement vehicle for building public schools on Guam, the past 20 years.
- m. JD (SSFM) explained that leaseback procurement focuses on financing bids rather than construction bids, and the government will choose the best value rather than the lowest price. The law caps interest rates and annual debt service payments, so if the leaseback procurement is done correctly, concerns about rising construction costs and change orders will be mitigated. The leaseback developer will be responsible for delivering the school within set payment parameters.
- n. JD (SSFM) also noted that the Department of Education's biggest concern is maintenance, and VA's (DPW) expressed the primary objective of ensuring a well-built school with no long-term complaints. The key risk for GDOE is requiring a leaseback developer to build the exactly to the government's 100% design. In this scenario, if issues arise in the future (e.g., the AC breaks), the developer could claim it was the government's design fault, causing chronic disputing between the government and the leaseback developer during the long leaseback period, leaving the government to bear the costs.

The aim is to avoid this by transferring design responsibility to the leaseback developer, ensuring they are accountable for the school's long-term functionality.

- o. EH (SSFM) discussed the ongoing problem of change orders, explaining that if contractors build according to government designs, any design issues will lead to finger-pointing, placing responsibility on the government. To avoid this, EH (SSFM) recommended shifting the risk to the leaseback contractor, who would be responsible for the final drawings, design, and innovations. This approach would benefit the project by considering the total life cycle costs, including construction and maintenance.
 - i. JD (SSFM) recommended for these reasons the government should not own the final design. Instead, the leaseback contractor should be accountable to prevent disputes over design flaws during the 30-year lease period. ES (GDOE) agreed, expressing concern over past issues with bad designs. JD (SSFM) noted that while having 100% design drawings is beneficial, as they have incorporated extensive stakeholder feedback and will accelerate the leaseback procurement process. He suggested that the next step is ensuring the leaseback developer owns the final plans to avoid future leaseback issues.
- p. VA (DPW) emphasized the importance of including legal language in the RFP or contract to ensure that the contractor fully accepts the plans and takes responsibility for both construction and design for the entire lease term. This would protect the government by making the contractor accountable for any risks. However, VA (DPW) acknowledged that contractors would likely review the plans thoroughly to assess their own risk.
 - i. EH (SSFM) added that contractors often want to modify the design, which could lead to delays. He highlighted the need to allow contractors some flexibility for innovation, as they are better positioned to optimize for operational costs, materials, and construction methods. JD (SSFM) agreed that delays are a concern, and Ed stressed that strict designs could hinder cost-effective solutions. Design flexibility in the leaseback contract would yield better constructability and efficiency. The key is balancing between fixed design and allowing contractors to innovate for better outcomes.
- q. JD (SSFM) raised the need for flexibility, citing the example of expanding a school for 2,000 students, while the current design only accommodates 1,700 with enough toilets. He suggested this is an area where adjustments could be made.
 - i. CC (TRMA) agreed with the potential cost savings from shifting risk to the developer but pointed out that doing so would impact the existing design process. Specifically, any changes would require the new design to go back through permitting, which involves additional feedback, meetings, and approvals from the Department of Education (DOE) and stakeholders. This could extend the project timeline by one or two more years beyond the initial three-year estimate for construction alone.

- r. EH (SSFM) inquired about the phasing of the construction. CC (TRMA) clarified that the original project constraint was to build a new school, but that has since changed. While there may be time savings, if the developer assumes control of the design, a new A&E team would need to secure approvals from GDOE, and the permitting process would have to be redone, which could push timelines.
- s. EH (SSFM) suggested expediting by first approving a demolition plan while verifying the design, pointing out that non-negotiables like classroom numbers would remain fixed. VA (DPW) noted that design amendments would likely come up in the pre-bid conference, and a speaker raised concerns about potential protests if design deviations weren't clearly communicated.
- t. CC (TRMA) added that shifting design responsibility to the developer also distances them from DOE and DPW oversight. The current arrangement has the A&E team responsible for addressing design flaws, meaning that if issues arise, they're part of the team's responsibility to resolve, not the contractors. EH (SSFM) concluded that the RFP should allow developers the flexibility to innovate, working within a set budget like \$135 million to deliver the best value school while identifying efficiencies.
- u. EH (SSFM) raised the point that change orders and RFIs (Requests for Information) are inevitable during construction. CC (TRMA) responded, addressing concerns about potential abuses of RFIs and change orders, emphasizing that the drawings, specs, and basis of design are complementary and intended to guide contractors in their bids. He stressed that it's the contractor's responsibility to understand these documents during the bid process. If they have questions or spot potential flaws, they should seek clarification from the design team upfront, not rely on future change orders.
- v. CC (TRMA) added that part of his job is ensuring contractors clearly understand the design intent before submitting bids. While contractors might submit numerous RFIs during the bid process, the design team would evaluate them, rejecting frivolous ones to prevent abuse.
- w. EH (SSFM) highlighted a past government project (Third Floor Corridor) where a \$90 million contract ended up with \$50 million in change orders due to design risks owned by the government. He emphasized that they want to avoid similar situations, pointing out that change orders are inevitable when the government owns the design risk.
- x. EH (SSFM) expressed concern about the potential for "30 years of finger-pointing" during the leaseback period, which could arise from shifting responsibilities. He stressed the need to evaluate proposals based on comprehensive criteria beyond just cost, acknowledging non-negotiable elements like classrooms.

- y. CC (TRMA) cautioned against overlooking the importance of adhering to a design-bid-build framework, emphasizing the need for clarity in evaluations to prevent the inconsistencies that led to past protests. He questioned how public perception might affect these contracts and the long-term implications for all parties involved.
- z. VA (DPW) and EH (SSFM) discussed the ideal scenario where contractors would assume full risk by adopting and stamping the designs, thus taking responsibility for any future issues. They explored what happens if that is not feasible, focusing on how to manage long-term relationships and potential risks effectively. The discussion underscored the importance of addressing risk management in leaseback contracts, including the need for contractors to account for future maintenance and insurance costs in their proposals. VA (DPW) stated that while it is possible to transfer risks, doing so will come at a financial cost to the government, which would be reflected in the leaseback contractor's cost proposal.
- aa. JD (SSFM) emphasized the importance of reconciling the complexities of leaseback agreements for the government, particularly with a maximum annual payment of \$16 million. He pointed out that a significant advantage of leasebacks for the GDOE is that teachers can focus on teaching without the burden of maintenance responsibilities. However, he raised a potential concern regarding future disputes if the Government of Guam owns the 100% Design. For instance, if a storm causes damage ten years from now, the leaseback contractor might refuse to cover costs by citing a design flaw. This situation could result in increased costs for GDOE, as they may need to set aside funds to address these issues.
- bb. CC (TRMA) acknowledged the concern but stressed that the leaseback contractor must base their decisions on the original design. He questioned how the contractor could claim a design flaw when the design was known and accepted during the pricing phase. JD (SSFM) responded that if the government did not retain ownership of the design, such disputes would likely be avoided altogether.
- cc. EH (SSFM) added that any operational issues could lead to the leaseback contractor holding the government accountable. In response, CC (TRMA) asserted that the design presented to the contractor, including any requirements in the RFP, should be consistent with what was understood at the time of the agreement. He emphasized that while decisions will ultimately be made, it is essential to consider these nuances to manage the government effectively before moving into procurement.
- dd. EH (SSFM) presented a scenario regarding potential design mistakes related to air conditioning systems. He pointed out that if a designer miscalculates something and the system fails to function properly, it raises concerns about accountability.
- ee. CC (TRMA) acknowledged EH (SSFM) concerns but expresses confidence in the current design's reliability. He agreed that no design is entirely flawless but asserted that the existing design has been sufficiently executed to ensure minimal issues over a projected

lifespan of 20 years. CC (TRMA) reassurance aims to emphasize that the project is robust enough to withstand common challenges associated with design imperfections.

- ff. VA (DPW) proposed a structured process where contractors sign off on the design after reviewing and analyzing it, agreeing that it's the blueprint they will construct and lease back over a period ranging from 10 to 30 years. He highlighted the idea of allowing bidders a longer review period, giving them the opportunity to suggest changes, such as adjustments to mechanical or HVAC elements. While this process may cause time delays, VA (DPW) argued that the advantage is a final design that all parties can agree upon before moving forward.
- gg. EH (SSFM) raised concerns from a legal standpoint, pointing out that if there are technical flaws in the design and the contractors have already bid on it, they may seek change orders, though they accepted the design initially. He suggested that risk mitigation could involve forcing bidders to factor such risks into their bids. CC (TRMA) agreed with EH (SSFM) but emphasized that providing too many requirements to contractors could stifle innovation and potential cost savings. He reflected on previous leasebacks, where schools weren't entirely satisfied despite undergoing a 100% design process. CC (TRMA) mentioned he can see this project following a similar path, where the 100% design becomes the basis for any changes.
- hh. CC (TRMA) explained that transitioning to a leaseback model would alter their contractual obligations since they would no longer be the designers of record once the project is handed over. He pointed out that forcing contractors to use the original designers would undermine the innovative potential of the design-build process, as developers typically aim to work with designers that offer the best cost efficiencies. The conversation concluded with an exploration of conflicts of interest and whether the original design firm could stay involved post-transition, given the legal and ethical complexities surrounding such an arrangement.
- ii. VA (DPW) expressed concern about the long leaseback period of 30 years, compared to typical shorter leases of 12 to 15 years for schools. He viewed the extended timeline as a higher risk for contractors, who may hesitate to commit to such a long-term project due to potential uncertainties over three decades. JD (SSFM) acknowledged that the concerns VA (DPW) raised were expected and suggested they need to reconcile these gaps.
 - i. CC (TRMA) added that convincing the public and navigating process changes might be challenging. JD (SSFM) said we should focus on ensuring that any future changes or innovations align with feedback from stakeholders like SSHS Teachers and GDOE as part of the RFP and asked why CC (TRMA) why more time would be required for the project.
- jj. EH (SSFM) suggested that while some changes may occur from mechanical, plumbing, or structural standpoints, they shouldn't be overly disruptive if they maintain the integrity of the design. CC (TRMA) agreed that innovations may arise through the design-build process, potentially allowing developers to offer improvements.

He also mentioned that demolishing the old campus to build a new one is an opportunity to save time, but it would require vetting and approval from the legislature, which might not have the luxury of time. The core concern, as EH (SSFM) pointed out, is about transferring the risk from the government to the developer, and while CC (TRMA) brought up additional considerations, they still need to sort out the right solution. VA (DPW) noted that a key upcoming meeting with GEDA and their legal counsel, as well as the assistant AG, will help clarify the next steps and determine if specific protections can be built into the RFP or contract to safeguard the government's interests during the lease term as it recognizes that they are still in the early stages of addressing these concerns, with VA (DPW) hoping that ongoing discussions will fill in the gaps and lead to a resolution.

- kk. JD (SSFM) reflected on the project's history over the past 10 years, emphasizing the frequent involvement of the legislature in procurement and design funding. He highlighted the importance of now reconciling the issues before procurement to ensure a great final product. VA (DPW) talked about the potential participation of proposers for the leaseback, noting that, in practice, risk allocation will depend on negotiations and whether the stakeholders are willing to pay for it.
- ll. ES (GDOE) touched on the tension between budget expectations and reality, acknowledging that funding challenges will involve the legislature. CM (SSHS) stressed the importance of stakeholder involvement, mentioning that community feedback played a key role in the design, particularly through visits to other schools like JFK and Ukudu. She pointed out the need for functionality improvements based on lessons learned from other schools, such as the lack of intercoms in JFK.
- mm. JD (SSFM) referred to this community feedback as non-negotiables, which need to remain intact to avoid repeating past mistakes. CC (TRMA) raised concerns about the time required for process changes and the integration of permitting and design approval within the three-year construction timeline. EH (SSFM) agreed that the permitting process should be included and expedited, especially now that the demolition can happen without phasing issues.
- nn. CC (TRMA) and EH (SSFM) discussed the potential time savings gained by no longer having to work around the existing campus. CC (TRMA) points out that revisiting the design might make sense if it can mitigate risks and costs. However, CC (TRMA) and EH (SSFM) agreed that timing remains a critical issue. Considerations of the possibility of a design-build approach could offer flexibility but need careful time management to meet the stakeholders' requirements without delays.
- oo. JD (SSFM) and VA (DPW) discussed the need for follow-up meetings with GEDA and their legal counsel to finalize the RFP, ensuring all proposer questions are addressed in advance.

- pp. JD (SSFM) and VA (DPW) stressed reconciling A&E issues and thoroughly reviewing the plans. VA (DPW) stated that contractors will trust the design, knowing it's been vetted by experienced professionals, including the subs involved.
- qq. EH (SSFM) asked if there's a basis of design document for all disciplines. CC (TRMA) confirmed they'll provide it, and Ed mentioned he was looking for that background information.
- rr. JD (SSFM) proposed scheduling the next meeting after discussions with GEDA, with SSFM and TRMA working on recommendations. VA (DPW) agreed they can meet independently. EH (SSFM) mentions a 90-day solicitation requirement per the public law that expired last year (2023) and the need for the AG's office to provide guidance.
- ss. VA (DPW) asked if minutes would be kept for the meetings, emphasizing the importance of cataloging discussions for historical data, as he did for a previous project. EH (SSFM) assured that their document system will track everything, including during construction. VA (DPW) suggested creating a library for files. ES (GDOE) shared a past experience where plans were needed after staff changes, highlighting the importance of proper cataloging. JD (SSFM) mentioned that photo reports will be provided during construction.

III. ACTION ITEMS

- a. Meet with GEDA and AG
- b. CM to meet with TRMA next week to find technical alignment.
- c. TRMA to provide a copy of the basis of design to SSFM.

IV. NEXT MEETING

- a. To be scheduled after meetings with CM and TRMA, and CM and GEDA.

V. ADJOURN



Vince Arriola <vince.arriola@dpw.guam.gov>

SSHS Construction Meeting w/ TRMA & SSFM

Joseph W Duenas <jduenas@ssfm.com>

Fri, Oct 18, 2024 at 2:44 PM

To: "ccruz@traguam.com" <ccruz@traguam.com>

Cc: "mmakio@traguam.com" <mmakio@traguam.com>, Ed Hipolito <ehipolito@ssfm.com>, Alvin Bejosa <abejosa@ssfm.com>, Connie Garrido <cgarrido@ssfm.com>, Vince Arriola <vince.arriola@dpw.guam.gov>

Hi Cedric,

Thank you for the feedback you provided in today's SSHS Construction Meeting.

As discussed, and approved by Director Arriola and Dr. Swanson, it would be prudent if we (SSFM and TRMA) meet next week to discuss the current gaps with the Leaseback procurement law, 100% design, government risk, and the valid concerns you brought up in today's meeting. It's essential that we reconcile everyone's concerns as we move into the procurement phase.

I'd like to propose that we meet via MS Team next week on either Wednesday or Thursday at 11am, as I will be travelling. Please let me which time and day works best for you and Mike. It's important that we find the best way forward for the government on this very important project.

Looking forward to your response and catching up with you and Mike next week.

Sincerely,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager



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"Do not go where the path may lead, go instead where there is no path and leave a trail." — Ralph Waldo Emerson

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SSHS - DRAFT Information for Finance section of Bid/RFP

Tina Garcia <cgarcia@investguam.com>

Wed, Oct 23, 2024 at 6:33 PM

To: Vincent Arriola <vince.arriola@dpw.guam.gov>

Cc: Carlos Bordallo <carlos.bordallo@investguam.com>, Celia Anderson <celia.anderson@investguam.com>, Lester Carlson <lester.carlson@bbmr.guam.gov>

Hafa Adai Vince,

As per our discussion earlier today, attached please find DRAFT language for the financing section of the upcoming SSHS Bid/RFP.

This draft reflects comments and is still subject to change based on continued discussion with the Governor's finance team.

I am also attaching a copy of the JFK Lease Agreement and the Insurance and Maintenance Agreement as a guide for future bidder references. I would suggest we include this in the bid/RFP packet for reference.

Please review and let me know your thoughts.

Senseremente,
Tina Garcia
Public Finance Manager

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*Forward to Tina K
- File - SSHS*

3 attachments

 **GEDA comments to FINANCIAL PORTION OF SSHS _102324.docx**
41K

 **JFK Insurance and Maintenance Agreement 2010.pdf**
1161K

 **JFK Lease Agreement.pdf**
14191K

FINANCIAL PORTION OF SSHS

I. FINACIAL DESCRIPTION

LEASEBACK

Leaseback agreement. The Government of Guam, through the Guam Department of Education, as Lessor, shall enter into a leaseback agreement which the Government of Guam shall lease the Simon Sanchez High School property for a period of thirty (30) years at a cost of one dollar (\$1) per year and Lessee shall lease back said property to the Government of Guam at the lease payment offered and accepted through this IFB for use as an educational facility.

Pursuant to 5 GCA §58D103(b), at the expiration of the lease-back period, the government of Guam property and the education facility that is renovated or constructed on the government of Guam property will revert to the government of Guam with no further obligations to the Contractor/Bidder.

Pursuant to 5 GCA §58D108, the purpose of the leaseback and financing is to assure the Government of Guam pays the lowest possible interest rate so that the cost to the Government of Guam of financing the design, renovation or construction of an education facility, amortized through the lease-back payments from the government of Guam to the Contractor/Bidder will be lower than regular commercial rates.

Key Lease Terms. The Government of Guam through the Guam Department of Education shall pay the Lessor, on an annual basis for all lease payments due in accordance with the terms of the contract, which may include any payments to GEDA or the Bidder due under the contract, and in accordance with applicable laws. Such portions of lease payments or forms of payments owed to the Bidder under the contract may be assigned by the Lessor.

All payments shall be made in accordance with Chapter 58D of Title 5 of the Guam Code Annotated. The Lessor shall submit one (1) annual invoice in **original** form, for lease payments due.

Non-Appropriation Clause: In event that sufficient funds are not appropriated by the Government 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 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 has occurred, the Government 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's obligation to pay Rentals which are payable prior to the termination of the Lease.

If the Government fails to perform as Lessee under the lease or decides not to appropriate lease payments, the lease may provide that its term shall be extended for a period not to exceed the shorter of ten (10) years beyond the original term of the leaseback or such period of time as is necessary to repay in full any financing arranged pursuant to § 58D105. However, once the term

of the ground lease expires, the Government is entitled to repossession of the site together with all improvements on the site free and clear of any interest.

If the Government loses the use of the leased facility under certain circumstances, lease payments will be made only during the times GDOE has full use of the leased facility. This could result in partial lease payments for the entire contract period.

Bidder must be able to provide capital maintenance for the new Simon Sanchez High School and must also provide fire, earthquake and vandalism insurance.

Bidder must obtain all required property, liability and workmen's compensation insurance.

FINANCE

Bidder must be able to fully finance the construction of the new Simon Sanchez High School. Bidder will work with the Guam Economic Development Authority (GEDA) to finance the construction of a new Simon Sanchez High School at the most favorable terms available to the Government.

Supplemental Information

- i. Pursuant to §58D108 of Title 5 of the Guam Code Annotated, *I Liheslaturan Guahan* authorized to lease the school property to a contractor in an aggregate principal amount not to exceed One Hundred Sixty-Six Million Three Hundred Sixty-Five Thousand Dollars (\$166,365,000), for one or more of the following purposes: (1) financing the design, renovation or construction, and maintenance of an education facility, (2) financing any capitalized interest relating to the bonds, (3) funding a reserve fund with respect to the bonds, and (4) paying expenses relating to the authorization, sale and issuance of the bonds, including without limitation, printing costs, costs of reproducing documents, credit enhancement fees, underwriting, legal, feasibility, financial advisory and accounting fees and charges, fees paid to banks or other financial institutions providing credit enhancement, costs of credit ratings and other costs, charges and fees in connection with the issuance, sale and delivery of the bonds, subject to the following additional conditions:
 - i.) The terms and conditions of the bonds shall be as determined by *I Maga'hagan Guahan* by the execution of a certificate or indenture authorizing the issuance of the bonds; provided, however, that the bonds shall mature not later than thirty (30) years after their date of issuance, shall bear interest at such rates and be sold for such price or prices as shall result in a yield to the bondholders that does not exceed eight and one-half percent (8.50%) per annum;
 - ii.) Any such pledge or reservation authorized hereunder shall be valid and binding from the time the pledge or reservation is made; and
 - iii.) The bonds will not be "public indebtedness" as that term is defined in 48 USC §1423(a), §11 of the Organic Act of Guam.
- ii. Rental Payments from Lawfully Available Moneys
 - i.) Rental payments under the lease and the lease-back, as well as funding required to support the activities set forth in Title 5 GCA Chapter 58D, shall be reserved

and payable from any lawfully available moneys of the government of Guam, and may be secured by a pledge or other reservation of such moneys on an annual basis.

- ii.) Any such pledge or reservation authorized hereunder shall be valid and binding from the time the pledge or reservation is made, and shall be limited to the sum of Sixteen Million Three Hundred Seventy-Seven Thousand One Hundred Twenty-Five Dollars (\$16,377,125) per year during the pre-development, construction, and lease-back period.

II. FINANCIAL EVALUATION PORTION

GDOE shall award this lease-back contract as a result of this IFB based upon a responsive offer submitted by a responsible offeror (bidder) whose offer results in the lowest annual aggregate leaseback payment, inclusive of finance and capital maintenance cost, to the government of Guam for a fixed thirty (30) year term. *See* 5 GCA §58D.

GDOE intends to award the project to the bidder submitting the lowest, most responsive and responsibly priced bid. The price(s) for the proposed project shall be provided in the Bid Form and sealed in a separate envelope that is clearly marked "**Priced Bid.**"

Only bidders with acceptable unpriced technical offers will have their Priced Bids evaluated.

The following outlines the requirements for priced bid submittals:

Bidders must organize their submittal into the sections delineated below, with tabs separating each section. Upon a determination that Bidder meets the requirements for inclusion on the Qualified Bidders List, only then shall all Bidders priced submittals be opened.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that submittals be organized in the following manner:

a. General Information:

- Bidder shall work with Guam Economic Development Authority (GEDA) to finance the construction of the new Simon Sanchez High School and to provide the necessary collateral equipment for the school.
- Bidder must be able to construct the new Simon Sanchez High School based on the design completed by TRMA and approved by GDOE within a period not to exceed seven-hundred thirty (730) days from date of notice to proceed.
- Bidder must be able to provide capital maintenance for the school for the duration of the lease agreement, subject to funding by annual legislative appropriation.
- Priced Bids must be submitted in a sealed envelope labeled "SEALED BID".

b. Bidder shall submit the following:

- Narrative description of the approach for constructing the project, including a work plan to sequence construction work to avoid closure of the existing

campus, double session, and utility service disruption. Plan must insure that GDOE is able to fulfill its instructional day mandate as set forth in Public Law 28-45.

- Narrative description of the work plan for operating and maintaining the facility throughout the duration of the leaseback agreement.
- Narrative description of the approach for financing the project, including construction and term financing to include the project's projected financial structure, expected source of debt and equity financing, and estimated capital cost.
- Narrative description outlining the method of operation, operational structure, and services to be provided by the Bidder to finance and operate the lease.
- Term Sheet to include all interest charges, fees, expenses and conditions.
- Description of estimated time line for the issuance of this lease and Bidder's ability to conduct transaction in a timely matter. Please feel free to outline certain variables that may have an impact on this financing
- Bid Bond. A bid bond in the amount of not less than fifteen percent (15%) of the bidder's total bid price must be included with the sealed priced bid. The Bid Bond shall be enclosed in the SEALED BID envelope and will be considered as a companion document to the SEALED BID.

III. FINANCING SCOPE OF WORK

As the Guam Economic Development Authority ("GEDA") serves as the central financial manager and consultant for the Government of Guam ("Government") and those agencies or instrumentalities of the Government requiring financial guidance and assistance, GEDA is required to participate in any and all market related activities. The Bidder shall work with the GEDA during the finance phase of this procurement to provide funds for the design (including architectural and engineering), renovation or construction of Simon Sanchez High School and to provide furniture and equipment. Any fees or expenses incurred by GEDA during this phase shall be covered by the financing.

The Bidder must also be able to provide capital maintenance and insurance for the school as a result of this IFB for the duration of the lease agreement. Funding shall be by annual legislative appropriation. The Bidder shall be evaluated on the following:

- a. Responsiveness of bid
- b. Ability of Bidder 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.
- c. Ability of Bidder 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.
- d. Non-Appropriation Clause (defined): 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 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 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.

FINANCING BIDDER QUALIFICATION

Bidder 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 submission of proposal.

- a. Bidder must have and be willing to commit sufficient staff, resources, and capital to finance, develop, perform and deliver the services required by this IFB, in accordance with the terms and conditions specified herein.
- b. Bidder must have knowledge in the municipal leaseback business. Examples should be provided or proposal to complete this financing.
- c. Bidder must have knowledge in managing municipal leases for schools or related public and private buildings. Examples should be provided or a detailed proposal be provided to manage this project.
- d. The following minimum criteria shall be met:
 1. Bidder 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 submission of proposal.
 2. Bidder must have and be willing to commit sufficient staff, resources, and capital to finance, develop, perform and deliver the services required by this IFB, in accordance with the terms and conditions specified herein.
 3. Bidder must have knowledge in the municipal leaseback business. Examples should be provided or proposal to complete this financing.
 4. Bidder must have knowledge in managing municipal leases for schools or related public and private buildings. Examples should be provided or a detailed proposal be provided to manage this project.

PLEDGED GENERAL FUND REVENUES

Rental payments under the lease and the lease-back may be secured by pledge or other reservation of revenues payable from any lawfully available monies of the government of Guam, and may be secured by a pledge or other reservation of such monies on an annual basis.

INSURANCE AND MAINTENANCE AGREEMENT

dated as of August 1, 2010,

by and among

CAPFA CAPITAL CORP. 2010A
a Florida not-for-profit corporation,
Lessor,

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM,
Lessee,

INTERNATIONAL BRIDGE CORPORATION
an Ohio corporation,
Maintenance Contractor,

and

U.S. BANK NATIONAL ASSOCIATION,
Trustee

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THIS INSURANCE AND MAINTENANCE AGREEMENT (this "Agreement") is entered into as of this first day of August, 2010, by and among CAPFA CAPITAL CORP. 2010A ("Lessor"), the DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM ("Lessee"), INTERNATIONAL BRIDGE CORPORATION, as initial maintenance contractor ("Maintenance Contractor"), and U.S. BANK NATIONAL ASSOCIATION, as trustee pursuant to the Trust Agreement (as defined herein) (the "Trustee").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a Lease Agreement, dated as of August 1, 2010 (the "Lease Agreement");

WHEREAS, pursuant to the Lease, Lessor will construct a high school (the "Facility") and lease the Facility to Lessee;

WHEREAS, under the Lease Agreement, Lessor has undertaken certain obligations with respect to the insurance and capital maintenance of the Facility, and Lessor and Lessee wish to contract with Maintenance Contractor to fully perform such obligations;

WHEREAS, Maintenance Contractor, in consideration of the compensation herein provided, is prepared to perform the required services and fully and timely perform and discharge such obligations;

WHEREAS, this Agreement, together with the Project Development Agreement, dated as of August 1, 2010, by and between Lessor and International Bridge Corporation, as developer, constitutes the "Contract" as that term is defined in Chapter 58A of Title 5 of the Guam Code Annotated; and

WHEREAS, Lessee has agreed to make annual rental payments to Lessor, and Lessor has assigned these payments to the Trustee, as Trustee under the Trust Agreement, dated as of August 1, 2010 (the "Trust Agreement"), by and between Lessor and Trustee, pursuant to which the Trustee has executed and delivered the CaPFA Capital Corp. 2010A Certificates of Participation (Department of Education--John F. Kennedy High School Project), Series 2010A (the "Certificates") in order to finance the Facility;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; TERM

1.1 **Definitions.** All capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Lease Agreement.

1.2 **Term of Agreement.** The rights and duties of Maintenance Contractor under this Agreement shall commence upon the issuance by the Department of the certificate of occupancy with respect to the Facility, and shall end upon the expiration or termination of the Lease Agreement. The obligations of Lessor to make the payments and reimbursements set forth

herein begin when the rights and duties of Maintenance Contractor begin, but will survive the termination of the Lease Agreement, provided that no additional charges will accrue hereunder (other than interest and, if applicable, default and collection fees) after the termination of the Lease Agreement.

ARTICLE II

DELEGATION OF INSURANCE AND CAPITAL MAINTENANCE RESPONSIBILITIES

2.1 **Delegation.** Lessor hereby delegates to Maintenance Contractor its duties to provide for the capital maintenance and insurance of the Site and the Facility and the payment of taxes with respect thereto, pursuant to Articles VI, VII and VIII of the Lease Agreement to the extent herein provided. Lessee hereby consents to such delegation. In consideration of the payments and reimbursements herein provided, Maintenance Contractor hereby accepts such delegation.

2.2 **Powers of Maintenance Contractor.** Maintenance Contractor shall have all the powers necessary to carry out its duties and responsibilities under this Agreement, including but not limited to the following:

(a) To engage the services of contractors or other employees or agents and to pay to said persons a reasonable compensation therefor.

(b) To insure, repair, perform capital maintenance on, and otherwise deal in and with, real and personal property of every kind and character that was constructed or installed by Lessor, located on the Site or used in connection with the Facility in accordance with the Scope of Work in Exhibit A.

(c) To deal in and with the Facility including but not limited to buildings and other structures; classrooms; gymnasiums; tennis, volleyball and basketball courts; soccer, softball, baseball and football fields; playgrounds and other athletic facilities; cafeterias; offices; language laboratories; scientific laboratories, equipment and safety devices; conference rooms; roads, walkways, streets, and pedestrian paths; parks, open spaces, gardens, common areas and public areas; amphitheaters and other public entertainment areas; utility lines and systems; outdoor lighting systems; landscaping, including without limitation plants, trees, shrubs, and grass; and such improvements and equipment as may be appropriate for use in connection with Maintenance Contractor's duties under this Agreement.

(d) Subject to applicable law, to delegate by written agreement to one or more contractors any or all of Maintenance Contractor's powers, duties and responsibilities referred to in this Agreement, provided, that no such delegation shall relieve Maintenance Contractor of its duties and responsibilities hereunder.

(e) To pay all costs imposed by, associated with, or incurred as a result of federal or Guam laws, rules, or regulations, including without limitation taxes (if any), costs of studies, consultants' fees and costs, and performance costs.

(f) To do everything necessary, suitable, convenient, or desirable for the accomplishment of any of the purposes, the attainment of any of the objects, or the furtherance of any of the powers set forth in this Agreement, either alone or in connection with other corporations, firms, or individuals, and either as principal or agent, and to do every act or thing incidental or appurtenant to, or growing out of, or connected with any of the aforesaid objects, purposes, or powers.

2.3 Obligations of Maintenance Contractor. To fulfill the duties accepted by it pursuant to Section 2.1, Maintenance Contractor shall:

(a) from and after the issuance of an occupancy permit for the Facility, provide for the capital maintenance, repair, and replacement of the Facility as set forth in the Scope of Work attached hereto as Exhibit A;

(b) from and after the issuance of an occupancy permit for the Facility, obtain insurance for the Facility of the type and in the coverage amounts set forth in Section 7.01(b) of the Lease Agreement and Article IV;

(c) rebuild and repair the Facility following damage or destruction thereof or a permanent taking by the power of, or a power in the nature of, eminent domain or by an action or deed in lieu of condemnation, as set forth in Article IV; and

(d) prepare, adopt, amend and disseminate Budgets from time to time as set forth in Article III.

Maintenance Contractor shall not be obligated to provide routine maintenance, security services, custodial services, waste collection, or landscaping services to the Site.

2.4 Governmental Successor. Maintenance Contractor may, in its discretion, turn over any of its powers and duties hereunder to a governmental entity that is willing to accept and assume the same under the terms and conditions of this Agreement; provided that Maintenance Contractor shall provide Trustee with written notice of such successor.

ARTICLE III

MAINTENANCE CONTRACTOR'S COMPENSATION, BUDGETING AND REIMBURSEMENT

3.1 Maintenance Contractor's Compensation. Maintenance Contractor shall be entitled to reimbursement for all expenditures made hereunder and compensation for its services as set forth in the annual budget as defined in 3.2. Notwithstanding any other provision of this Agreement, such compensation shall include, and Lessor shall be obligated to pay Maintenance Contractor, reimbursement to Maintenance Contractor of all insurance premiums payable pursuant to Section 2.3(b) and all expenses incurred pursuant to Section 2.3(c). Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any obligation hereunder if it has not been paid compensation as provided for herein. Without limiting the generality of the foregoing, Maintenance Contractor shall have no obligation to make any payment described in Sections 2.3(b) or 2.3(c) if it is not assured of

reimbursement therefor. In any given lease year, Lessor will not be required to reimburse Maintenance Contractor for costs, including emergency expenditures as described in Section 3.5, if sufficient funds for such reimbursement are not available in either the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as the case may be. Lessor shall take actions as described in this Article III, to include any valid and unreimbursed costs of the Maintenance Contractor in the subsequent year's budget.

3.2 Preparation of Budget. For each Term, commencing with the Term beginning on December 2, 2012, Maintenance Contractor shall, not later than sixty (60) days prior to the beginning of the Fiscal Year in which such Term commences, prepare a Budget for such Term (including a reasonable allowance for contingencies) (the "Budget"). The Budget shall set forth a detailed estimate of all costs to be incurred with respect to this Agreement and a schedule of cash advances to be made by Maintenance Contractor. The Budget shall also provide for up to \$389,500 in each year to be deposited to the Capital Replacement Reserve (the balance of which is not to exceed \$1,947,000). In addition, the Budget shall provide for a \$60,000 allotment in each year for unscheduled repairs, including, for example, repairs needed as a result of vandalism. The Budget for the Initial Term has been approved by Maintenance Contractor, Lessor and Lessee and is attached hereto as Exhibit C.

3.3 Approval of Budget. Maintenance Contractor shall submit the proposed Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved the Budget unless, within 30 days after the date the proposed Budget is submitted, Lessor or Lessee provides to Maintenance Contractor with a written list of specific items in the proposed Budget to which such party objects together with its reasons for objecting. If either such party objects for any reason, including inability to pay any required Additional Rental in the amount budgeted for the Fiscal Year, Maintenance Contractor shall prepare and submit to Lessor and Lessee a revised Budget within 15 days of receipt of the objection. If Lessor, Lessee and Maintenance Contractor are unable to agree on the Budget for any year, the dispute shall be resolved as set forth on Exhibit B. Lessee's approval of a Budget shall constitute agreement to pay Additional Rental from Available Funds in such additional amount as shall be sufficient, together with the originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) under the Trust Agreement to pay the amounts provided in such Budget; provided, however, that expenditures from the Capital Replacement Reserve shall be subject to Lessee approval (by written approval of the Superintendent of the Department of Education or another person designated in writing by the Superintendent). In the absence of an Event of Default under the Lease, Lessor's approval of Budgets shall be based solely on the sufficiency of amounts available under the Trust Agreement to pay the amounts provided in such Budget. When each annual Budget has been approved or deemed approved pursuant hereto, the Maintenance Contractor shall promptly submit a copy of the Budget to the Trustee.

3.4 Reduction of Services. If Lessor or Lessee objects to the proposed Budget because of an inability to pay for all budgeted services, Maintenance Contractor shall prepare a revised Budget in which total costs for the Fiscal Year do not exceed the \$1,568,000 originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) or such larger amount as shall be approved by the Lessor and Lessee. Maintenance Contractor shall consult with Lessee

concerning which services, if any, to reduce or eliminate in the revised Budget. If this Section 3.4 is applicable due to an objection by Lessor or Lessee, Maintenance Contractor may provide in the revised Budget for the reduction or elimination of any of the services otherwise required to be provided by Maintenance Contractor under this Agreement. Maintenance Contractor shall submit a revised Budget to Lessor and Lessee within 10 days of the date Lessor or Lessee submits its objections to the proposed Budget. Unless Lessor or Lessee notifies Maintenance Contractor in writing that such party objects to the revised Budget within 10 days of the date the revised Budget is submitted, Lessor and Lessee each shall be deemed to have approved the revised Budget. If Lessor or Lessee objects to the revised Budget, then either Lessor or Lessee may terminate this Agreement with 30 days' written notice to the Maintenance Contractor and the Trustee. Any revised Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.5 Operation within Budget. Operations shall be conducted, expenses shall be incurred and assets shall be acquired only pursuant to approved Budgets, provided, however, that in case of emergency, Maintenance Contractor may take any reasonable action it deems necessary to protect life, limb or property, to protect the Project or to comply with law or government regulation the noncompliance with which would have a material adverse effect on the Project or the parties hereto. Maintenance Contractor shall promptly notify Lessor and Lessee in writing of any such emergency expenditure, and Maintenance Contractor shall be reimbursed for such emergency expenditure, but only from amounts available for such purpose in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable. If the moneys in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable, shall be insufficient to cover such emergency expenditure, Lessor shall request in writing that such amounts be paid to Lessor by Lessee from Available Funds as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement, and a copy of such request shall be provided to the Trustee. Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any service that is not set forth in the approved Budget.

3.6 Budget Overruns; Program Changes. Upon the occurrence of unexpected events, Maintenance Contractor may, but shall not be required to unless it is assured of reimbursement, make such reasonable expenditures in excess of the adopted Budget as are necessary to carry out its duties hereunder. Maintenance Contractor shall submit any proposed material departure from an adopted Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved such departure from the adopted Budget unless within 10 days either Lessor or Lessee objects to the proposed change in writing to Maintenance Contractor. Maintenance Contractor shall not exceed an adopted Budget by more than 10%, unless directly caused by an emergency expenditure or unless authorized by Lessor and Lessee. Budget overruns of 10% or less shall be paid, but only from amounts available for such purpose in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable. Any departure from the adopted Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.7 Books. Maintenance Contractor shall keep and maintain separate records and accounts of all expenditures. Lessor, Lessee and Trustee may examine such records during

normal business hours on reasonable notice. The Trustee shall have no duty to examine such records.

3.8 Right to Stop Performing Functions. Maintenance Contractor has the right to stop performing any of its obligations hereunder if Lessor fails to reimburse or pay Maintenance Contractor, or to cause Maintenance Contractor to be reimbursed or paid, in a timely fashion as provided in the approved Budget from resources made available under the Lease Agreement and the Trust Agreement. Maintenance Contractor may also cease, either temporarily or permanently, to perform its duties if Lessor or Lessee materially impairs Maintenance Contractor's ability to perform, or if such performance is impaired by government action, labor dispute, typhoon, earthquake, flood, or other natural disaster or other event of force majeure. Upon any such cessation of performance by Maintenance Contractor, Maintenance Contractor shall provide written notice to the Trustee, Lessor and Lessee.

3.9 Payment. At any time and from time to time, if amounts in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable, are insufficient to satisfy the obligations of Lessor to fully pay amounts owed to Maintenance Contractor hereunder, Lessor shall request that such amounts be paid to Lessor by Lessee as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement. Notwithstanding any other provision of this Agreement, the parties hereby acknowledge and agree that no obligation assumed by or imposed upon the Maintenance Contractor hereunder shall require the performance of any act by the Maintenance Contractor except to the extent, if any, that the cost and expense of such performance can be paid from the accounts held for such purpose under the Trust Agreement.

ARTICLE IV

INSURANCE

4.1 General. During the term of this Agreement Maintenance Contractor shall, at Lessor's sole cost and expense, arrange for, obtain and maintain in full force and effect policies of insurance set forth in and as required by Section 7.01(b) of the Lease Agreement. All premiums for such insurance shall be paid by Lessor to the respective insurance companies upon invoices submitted to the Lessor by the Maintenance Contractor, but only from amounts available for such purpose in the Insurance and Maintenance Fund at least 30 days in advance of the date they are due to the respective insurers. Maintenance Contractor shall give Lessor, Lessee and Trustee 30 days' written notice of any increase in any premium prior to the date Lessor must pay such premium. Lessee and Trustee (at the expense of Lessee) shall cooperate fully with Maintenance Contractor and provide such information and execute such documents as may be necessary or convenient in obtaining such insurance.

4.2 Deductibles and Co-Payments. In the event of the occurrence of any loss with respect to the Facility, the Sites or otherwise hereunder that is not fully insured, Lessor shall promptly, upon written demand by Maintenance Contractor to Lessor and Lessee with a copy to Trustee, pay or cause to be paid to Maintenance Contractor or any other proper payee any deductible or co-payment that is a prerequisite to the insurer's payment of the proceeds of the applicable insurance policy, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

4.3 Damage and Reconstruction. In the event any Facility insured hereunder is damaged by fire or other casualty, the proceeds payable under the insurance policies shall be payable as provided in the Lease and the Trust Agreement. The Net Proceeds of fire and extended coverage insurance shall be deposited as provided in Article X of the Lease. After consultation with the Maintenance Contractor and the Lessee, Lessor shall instruct Maintenance Contractor as to the nature of the repair, reconstruction or replacement, if any, of damaged property, and Maintenance Contractor shall provide a proposed Budget for the requested repair, reconstruction or replacement using the procedure described in Section 3.4, with a copy to the Trustee.

ARTICLE V

MISCELLANEOUS

5.1 Breach. In the event of breach or threatened breach of this Agreement, any party may invoke the dispute settlement procedures set forth in Exhibit B. Except as otherwise provided herein, no party shall be relieved from its responsibilities hereunder unless the dispute resolution procedures are followed to their conclusion.

5.2 Enforcement Fees. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Agreement, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

5.3 Limited Liability. Maintenance Contractor shall not be liable to any person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Lessor shall indemnify, defend, release and hold harmless Maintenance Contractor from any loss, liability, claim or expense in such connection, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

5.4 Amendment. This Agreement may only be amended, changed, modified, altered or terminated by an agreement in writing, signed by each of the Lessor, the Lessee, the Maintenance Contractor and the Trustee. The Trustee shall execute such agreement in writing only if there has been delivered to the Trustee an Opinion of Counsel addressed to the Trustee to the effect that such amendment, change, modification, alteration or termination (1) will not, in and of itself, materially adversely affect the interests of the Holders, and (2) is authorized or permitted by this Trust Agreement and the Lease.

5.5 Partial Invalidity. The invalidity or unenforceability of any term or provision of this Agreement by the application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

5.6 Entire Agreement. This Agreement supersedes any and all prior agreements or understandings between the parties with respect to the subject matter of this Agreement.

5.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Territory of Guam.

5.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Under the terms of the Lease, Lessor may assign this Agreement to Trustee on the Certificate Closing Date pursuant to that certain Assignment and Security Agreement, dated as of August 1, 2010, by and between Lessor and Trustee. Following such assignment, Lessor may not assign this Agreement without the prior written consent of Maintenance Contractor, which consent shall not be unreasonably withheld. Maintenance Contractor may not assign this Agreement except to an affiliate or with the prior written consent of Lessor and Lessee, which consent shall not be unreasonably withheld. Trustee may assign this Agreement to its successor or assign pursuant to the terms of the Trust Agreement. Lessor, Trustee and Maintenance Contractor shall provide the other parties hereto with written notice of any such assignment.

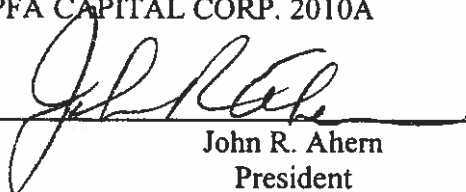
5.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Lessor, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSOR:

CAPFA CAPITAL CORP. 2010A

By: _____



John R. Ahern
President

IN WITNESS WHEREOF, the Lessee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSEE:

DEPARTMENT OF EDUCATION, GOVERNMENT
OF GUAM

By: _____

NB Underwood

Nerissa B. Underwood, Ph.D.
Superintendent of Department of Education

APPROVED AS TO FORM
AND LEGALITY:

Attorney General of Guam

(SEAL)

By: _____

Michael W. Cruz
Acting Governor of Guam

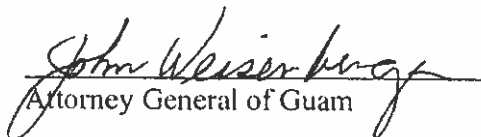
IN WITNESS WHEREOF, the Lessee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSEE:

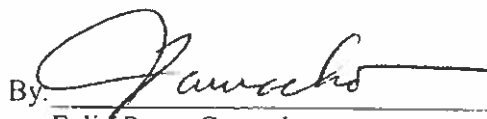
DEPARTMENT OF EDUCATION, GOVERNMENT
OF GUAM

By: _____
Nerissa B. Underwood, Ph.D.
Suprintendent of Department of Education

APPROVED AS TO FORM
AND LEGALITY:


Attorney General of Guam

(SEAL)

By: 
Felix Perez Camacho
Governor of Guam

IN WITNESS WHEREOF, the Maintenance Contractor, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

MAINTENANCE CONTRACTOR:

INTERNATIONAL BRIDGE CORPORATION

By: 

Name: MIGUEL C. BORDALLO

Title: VICE PRESIDENT

IN WITNESS WHEREOF, the Trustee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION,
as trustee for the Certificates

By: 

Authorized Officer

EXHIBIT A

to

Insurance and Maintenance Agreement
dated as of August 1, 2010

by and among

CaPFA Capital Corp. 2010A, Lessor,
Department of Education, Government of Guam, Lessee,
International Bridge Corporation, Maintenance Contractor
and

U.S. Bank National Association, Trustee

Work Scope

30 Year Maintenance Program			Type	
			Unscheduled	Capital
Final as of Sep 2, 2010				
Typical School Facility Components for Maintenance		Frequency		
1	Paving			
1.1	Asphalt - repair/seal of cracks	As required (per budget)	x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required (per budget)	x	
2	Structural			
2.1	Structural Damage Assessments	Seismic events	x	
2.2	Foundation Repairs	As required	x	
2.3	Repair of Structural Elements (incl. Crack Repairs)	As required	x	
2.4	Replacement of Structural Elements	As required	x	
2.5	Upgrading of Structural Elements	As required	x	
3	Wall Systems			
3.1	Doors including hardware	As required		x
3.2	Window Assemblies (including Aluminum Sash)	As required	x	x
3.3	Indoor Gym Bleachers that pull out from wall	n/a		
3.4	Restroom Partitions (attached to wall)	n/a		
4	Floor Covering			
4.1	Carpeting	Daily		
4.2	Resilient Tile Flooring	Daily / Weekly		
4.3	Sports Flooring	Daily / weekly		

30 Year Maintenance Program			Type	
Final as of Sep 2, 2010			Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency		
5	Painting			
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways, Laboratories and other Indoor and Outdoor Spaces.	As required / 5-years	x	x
5.2	Touch-up painting of walls	Monthly		
5.3	Exterior masonry, metal surfaces and trim	As required / 5-years	x	x
6	Roofing			
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	As required / 5-years	x	x
6.2	Flashings, Gutters, and Downspouts	As required (per budget)	x	
6.3	Ceiling Tiles	As required (per budget)	x	
7	Electrical			
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required (per budget)	x	
7.2	Panels and Boards	As required (per budget)	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		
7.4	Main Power Distribution System	As required (per budget)	x	
7.5	Interior and Exterior Power Distribution Systems	As required (per budget)	x	
7.6	Interior and Exterior Lighting Systems including Interior and Exterior Incandescent and Florescent Lighting and Fixtures	Monthly		
7.7	Equipment Connections	As required (per budget)	x	
7.8	Conduits, Conductors and Cables	As required (per budget)	x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		
8	Plumbing			
8.1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required (per budget)	x	
8.2	Underground Water Distribution Systems	As required (per budget)	x	
8.3	Sewer piping, manholes within boundaries	As required (per budget)	x	
8.4	Interior Water Supply	As required (per budget)	x	
8.5	Interior and Exterior Plumbing, Connections, Piping and Fixtures, including heaters	As required / Per Mfr	x	x
9	Air Conditioning/Ventilation/Heating			
9.1	Air Conditioning Systems			

30 Year Maintenance Program			Type	
Final as of Sep 2, 2010			Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency		
9.1.1	1.a Central Systems	wk, mo, qrtr, 5-yr		x
9.1.2	1.b Individual Units	wk, mo, qrtr, 5-yr		x
9.2	2. Ventilation Systems			
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qrtr, 5-yr		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qrtr, 5-yr		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	As required (per budget)	x	x
10	Fire Protection System			
10.1	Testing and Certifying of Fire Protection System	Annually		
10.2	Maintenance of Fire Protection Riser and System	As required (per budget)	x	
10.3	Maintenance of Fire Alarm System	see Section 7		
10.4	Recharge and Replacement of Fire Extinguishers	As requested (per budget)	x	
11	Telecom and Internet			
11.1	Security and Closed TV Circuits	As required (per budget)	x	
11.2	Telecommunication Conduits / wiring	As required (per budget)	x	
11.3	Public Address	As required (per budget)	x	
12	Landscaping and Lawns - Equipment Only; Operation by others			
12.1	Grass Cutting (Riding Mowers: 2 each; Bush-Cutters: 6 each)	Equipment only		x
12.2	Walkway edging (Edgers: 4 each)	Equipment only		x
12.3	Tree Trimming / Hedging (Chain saws: 2 each; Hedgers: 4 each)	Equipment only		x
13	Custodial and Waste Collection			
13.1	Garbage collection from classrooms, offices, restrooms and other building areas	Daily		
13.2	Site cleanup (hallways, walkways, parking lots, etc.)	Daily		
13.3	Waste removal by commercial hauler	2 x weekly		
13.4	Floor polishing / waxing / sealing	Quarterly		
13.5	Restroom cleaning (Sweeping, mopping, wipedown of surfaces)	Daily		
13.6	Restroom flushing and rinsing	Weekly		
13.7	Flushing exterior walkways / pressure washing	Bi-weekly / Quarterly		

EXHIBIT B

Procedures for Settling Disputes

TO THE EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CHAPTER 6 OF TITLE 5 OF THE GUAM CODE ANNOTATED, IN ANY CASE IN WHICH THERE IS A DISPUTE BETWEEN THE PARTIES HERETO WITH RESPECT TO MATTERS UNDER THIS AGREEMENT, THE PROCEDURE FOR RESOLUTION OF THAT DISPUTE SHALL BE AS FOLLOWS:

THE AGGRIEVED PARTY OR PARTIES SHALL NOTIFY THE OTHER PARTY OR PARTIES OF THE GRIEVANCE IN WRITING. WHEN SUCH A NOTICE IS RECEIVED BY A PARTY, SUCH PARTY SHALL PROMPTLY INVESTIGATE, INSPECT, MEET, DISCUSS OR TAKE SUCH OTHER ACTION AS IS REASONABLY APPROPRIATE UNDER THE CIRCUMSTANCES TO ATTEMPT TO RESOLVE THE DISPUTE IN GOOD FAITH. APPROPRIATE ACTION SHALL INCLUDE, WITHOUT LIMITATION, PROMPT COMMUNICATION WITH THE AGGRIEVED PARTY OR PARTIES AND A PROPOSED COURSE OF ACTION TO RESOLVE THE PROBLEM. IF THE PARTIES ARE UNABLE TO RESOLVE THE PROBLEM WITHIN A REASONABLE PERIOD (NOT TO EXCEED THIRTY (30) DAYS AFTER THE NOTICE OF THE DISPUTE), THE MATTER SHALL BE SUBMITTED TO BINDING ARBITRATION.

ANY DISPUTE SUBMITTED TO ARBITRATION SHALL BE SETTLED BY ARBITRATION AT A MUTUALLY CONVENIENT LOCATION IN THE CITY OF HAGĀTÑA, GUAM, DESIGNATED BY THE ARBITRATOR, BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED IN SUCH ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. WHEN RESOLVING A DISPUTE, THE ARBITRATOR SHALL APPLY THE PERTINENT PROVISIONS OF THIS AGREEMENT AND THE LAWS OF GUAM AND SHALL GIVE EFFECT TO STATUTES OF LIMITATIONS IN DETERMINING ANY CLAIM.

ANY ARBITRATOR DESIGNATED SHALL HAVE NOT LESS THAN TEN (10) YEARS EXPERIENCE IN LEGAL MATTERS PERTAINING TO THE INTERPRETATION AND IMPLEMENTATION OF THE LAWS OF GUAM RELATING TO COMMERCIAL REAL ESTATE TRANSACTIONS. DISCOVERY REQUESTS SHALL BE DETERMINED BY THE ARBITRATOR IN LIGHT OF THE PARTIES' DESIRE TO PROCEED INFORMALLY, AT MINIMAL EXPENSE.

ANY AND ALL FEES AND EXPENSES INCURRED BY THE PREVAILING PARTY IN THE ARBITRATION AS DETERMINED BY THE ARBITRATOR, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS, SHALL BE PAID BY THE NON-PREVAILING PARTY. THE PREVAILING PARTY SHALL BE DETERMINED BY THE ARBITRATOR, BASED UPON AN ASSESSMENT OF WHICH

PARTY'S MAJOR ARGUMENTS MADE OR POSITIONS TAKEN IN THE PROCEEDINGS COULD FAIRLY BE SAID TO HAVE PREVAILED OVER THE OTHER PARTY'S MAJOR ARGUMENTS OR POSITIONS ON MAJOR DISPUTED ISSUES IN THE ARBITRATOR'S DECISION. IF THE PARTY WHICH SHALL HAVE COMMENCED OR INSTITUTED THE ACTION, SUIT OR PROCEEDING SHALL DISMISS OR DISCONTINUE IT WITHOUT THE CONCURRENCE OF THE OTHER PARTY, SUCH OTHER PARTY SHALL BE DEEMED THE PREVAILING PARTY. AS USED IN THIS AGREEMENT, THE TERM "ATTORNEYS' FEES" INCLUDES, WITHOUT LIMITATION, ALL ATTORNEYS' AND PARALEGALS' FEES AND EXPENSES INCURRED IN CONNECTION WITH THE DISPUTE WHICH IS THE SUBJECT OF THE ARBITRATION PROCEEDING, INCLUDING, ATTEMPTING TO RESOLVE THE DISPUTE WITHOUT ARBITRATION, PREPARING FOR THE ARBITRATION, CONDUCTING THE ARBITRATION AND DEFENDING ANY REVIEW OF THE ARBITRATOR'S DECISION.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT ANY PARTY TO THIS AGREEMENT MAY INITIATE AND MAINTAIN AN ACTION FOR JUDICIAL RELIEF FOR THE PURPOSE OF SEEKING A PROVISIONAL OR ANCILLARY REMEDY OR CLEARING TITLE TO ANY PARCEL OF ANY NOTICE OF LIS PENDENS OR OTHER ENCUMBRANCE UPON TITLE.

NOTICE: BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO IS AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY GUAM LAW AND IS GIVING UP ANY RIGHTS SUCH PARTY MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT AND BY JURY TRIAL, AND ANY OTHER RIGHTS TO DISCOVERY AND APPEAL. IF AN PARTY REFUSES TO SUBMIT TO ARBITRATION, SUCH PARTY MAY, TO THE EXTENT PERMITTED BY LAW, BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE GUAM LAW.

End of Exhibit

EXHIBIT C

Budget for Initial Term of Lease

Management Fee	\$	70,000	
Insurance Premiums		161,000	
Initial Maintenance Costs		<u>20,000</u>	
TOTAL	\$	251,000	

C-1475



Vince Arriola <vince.arriola@dpw.guam.gov>

Simon Sanchez High School Construction Management Update

Joseph W Duenas <jduenas@ssfm.com>

Mon, Oct 28, 2024 at 1:47 PM

To: Vince Arriola <vince.arriola@dpw.guam.gov>

Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, Ed Hipolito <ehipolito@ssfm.com>, "Gerard E. Bautista" <gbautista@ssfm.com>, Alvin Bejosa <abejosa@ssfm.com>, Connie Garrido <cgarrido@ssfm.com>

Hi Director Arriola,

Here's the latest update going into this week...

1. SSFM met with TRMA (Cedric and Mike Makio) last week. TRMA is on the same page now with the need to pass the 100% design risk off to the leaseback contractor.
2. I have spoke to Tina Garcia (GEDA) today and we are scheduling an MS Teams meeting for tomorrow to go over the procurement process, timelines, etc.
3. Once we gather information from Tina, we will put a draft agenda together for your review/ approval for this Friday's Weekly Meeting with DPW, GDOE, TRMA and the AGs Office.
4. Our objective this week is to compile enough information from Tina (GEDA), so that we can begin discussing next steps, procurement action items, and schedule at this Friday's Weekly SSHS Construction Meeting.

Please let me know if you have any questions, concerns, or direction for us.

Thanks,

Joe

Joseph W. Duenas, ENV SP | Pacific Area Manager



Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913

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jduenas@ssfm.com | www.ssfm.com

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November 5, 2024

2024_003.000

**Professional Construction Management Services
for the Construction of Simon Sanchez High School**

**PROJECT KICK-OFF MEETING
November 5, 2024 ; 11:00am**

I. ATTENDEES:

Name	Organization/Company & Role	Name	Organization/Company & Role
Vince Arriola	DPW Director	Joseph Duenas	SSFM PIC
Linda Ibanez	DPW Deputy Director	Gerard Bautista	SSFM Senior Manager
		Ed Hipolito	SSFM Project Manager

II. Project Schedule

- RFP -

- a. **NTP September 27th.**
- b. **Pre-RFP Development Phase- Timeline: Oct to Nov 2024**
 - i. Status: TRMA, GEDA
 - ii. Anticipated Activities
 - 1. Meetings with TRMA and GEDA
 - 2. Review previous RFPs/Timelines
 - 3. Determine a Final Schedule for RFP Development with Milestones.
- c. **RFP Development Phase-Timeline: Dec 2024 to Mar 2025**
 - i. TRMA/SSFM DB portion development
 - ii. Work with GEDA for the financing portion.
 - iii. Work with AG regarding language and risk.
- d. **Procurement Phase (TBD)**
- e. **Construction Phase (TBD)**

III. Billing and Invoice Schedule

- i. Need DPW POC
- ii. SOW Issues and Modifications
- iii. Invoicing

IV. Reporting

- a. Weekly Report via Email
- b. Month Client Status Report

V. Communication Protocol

- a. POC: Joe Duenas (671-488-8788)



November 05, 2024

- b. PM: Ed Hipolito (671-488-8325)
- c. After Dec 6 POC: Glenn Leon Guerrero

VI. Customer Expectations

VII. Open Discussions

VIII. Action Items

IX. Adjourn



Vince Arriola <vince.arriola@dpw.guam.gov>

SSHS Construction Management- Request for Previous Leaseback RFPs

Joseph W Duenas <jduenas@ssfm.com>

Wed, Nov 6, 2024 at 3:59 PM

To: Vince Arriola <vince.arriola@dpw.guam.gov>

Cc: Linda Ibanez <linda.ibanez@dpw.guam.gov>, "John F. Calanayan" <john.calanayan@dpw.guam.gov>, Ed Hipolito <ehipolito@ssfm.com>, "Gerard E. Bautista" <gbautista@ssfm.com>, Alvin Bejosa <abejosa@ssfm.com>, Joseph W Duenas <jduenas@ssfm.com>

Hi Director Arriola,

As discussed in our meeting yesterday, Tina Garcia from GEDA advised us in our meeting that we should be able to get the following documents from DPW (John Calanayan):

1. John F. Kennedy High School Leaseback RFP.
2. Simon Sanchez High School Leaseback RFPs previously issued by DPW and cancelled or protested. As well as protest documents.

We appreciate your assistance in helping us to receive access to these files, as the RFPs and the protest information will serve as guidance on assembling the current SSHS RFP.

Thank you!

Joe

John C.
Pls. provide.
LD

Joseph W. Duenas, ENV SP | Pacific Area Manager

19 NOV 2024



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21-1528



Vince Arriola <vince.arriola@dpw.guam.gov>

Simon Sanchez High School RFP Timeline.

Joseph W Duenas <jduenas@ssfm.com>

Wed, Nov 6, 2024 at 4:17 PM

To: "cgarcia@investguam.com" <cgarcia@investguam.com>

Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, Ed Hipolito <ehipolito@ssfm.com>, Alvin Bejosa <abejosa@ssfm.com>, Joseph W Duenas <jduenas@ssfm.com>

Hi Tina,

W

14 NOV 2024

Thank you again for meeting with Ed and I last week regarding the upcoming Simon Sanchez High School procurement.

Yesterday, we briefed the DPW Director on progress made thus far and will be meeting with TRMA to go over design discussions for the leaseback RFP.

In our meeting, you mentioned that you would be developing a timeline on previous Simon Sanchez High School procurements and events that have transpired since (i.e., RFP issuance, protests, legislation, DOE RFP, etc.)

Question: When do you anticipate being able to share a draft of the timeline with our team?

*11/14/24
Will you
be providing
this?*

The information in the timeline will help us to compile the historic information needed to develop a successful RFP.

Thank you!

Joe

Then have it

15 NOV 2024

Joseph W. Duenas, ENV SP | Pacific Area Manager



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Construction of New Simon Sanchez High School Project Meeting

Agenda; November 22, 2024; 11 am, DPW FHWA Conference Room

- I. CALL TO ORDER
- II. ROLL CALL | ATTENDANCE
- III. RECAP OF MINUTES
 - A. Design Capacity
 - i. GDOE requested a 2,000-student max capacity.
 - ii. TRMA's Design is based on a 1,700-student capacity, but it can be increased by adding restroom/shower facilities.
 - B. Design Risk
 - i. SSFM requested to shift design risk to a Leaseback Contractor
 - ii. TRMA had concerns, including contractual obligations.
 - iii. Potential Time Savings with Phasing. (Currently 3 years)
- IV. NEW BUSINESS
 - A. Project Update:
 - i. Status of Meetings with GEDA
 - ii. Status of Meetings with TRMA
 - B. Contractual Modification Requirements for TRMA
 - C. Legal Review Requirements
 - D. Preliminary Schedule (**DRAFT**)
 - i. Pre-RFP Phase (Target: end Nov 2024)
 - ii. RFP Development Phase (Target: end March 2025)
 - iii. Bidding Phase (Target: June/July 2025)
 - iv. Construction (2.5 years, including 6 months Design/Design Verification)
- V. OPEN DISCUSSION
- VI. ACTION ITEMS
- VII. NEXT MEETING (Dec 6)
- VIII. ADJOURN



The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
Project Meeting

Date: November 22, 2024
Time: 11:00nn – 12:00nn (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

1. DPW: Vince Arriola, Director; Linda Ibanez, Deputy Director; John Calanayan, Engineer / Contract Supervisor (DPW CIP); Valerie San Nicolas; Documents Control
2. Simon Sanchez High School: Carla Masnayan, Principal; Keith Quiambao, Assistant Principal;
3. AG: Tom Keeler; Assistant Attorney General
4. TRMA: Cedric Cruz, Senior Architect, Elmer Prudente, Associate
5. SSFM: Ed Hipolito, Senior Project Manager; Glenn Leon Guerrero, Senior Project Manager; Connie Garrido, Documents Control

II. DISCUSSION TOPICS

1. Design Capacity
 - a. Overview of Design Capacity Increase:
 - i. EH (SSFM): A potential increase in student capacity from 1700 to 2000 students was proposed, impacting design elements such as restroom and shower facilities.
 - b. Existing Design and Adjustments:
 - i. CC (TRMA): The current design accommodates 2000 students across 100 classrooms except the bathroom and shower requirements. Adjustments may be needed for teacher assignments and classroom configurations. Cafeterias and gyms can support the increased capacity, but additional restroom facilities will be required.
 - c. Restroom Requirements and Costs:
 - i. EH (SSFM): Asked how many additional restroom facilities are needed to accommodate 2000 students and what the associated costs would be.
 - ii. CC (TRMA): To accommodate 300 additional students, a 10% increase in restroom facilities is necessary, equating to approximately six additional urinals and related fixtures. Estimated costs will depend on the construction scope and timeframe.
 - iii. VA (DPW): Inquired if restroom facilities are the primary issue driving costs.
 - iv. EH (SSFM): Confirmed that restroom requirements are the key concern but emphasized the importance of cost containment while avoiding unnecessary expenses.
 - d. Enrollment Projections:
 - i. VA (DPW): Raised concerns about potential population growth due to military buildup and other factors, stressing the importance of long-term planning.
 - e. Classroom Utilization:
 - i. CM (SSHS): Stressed the importance of maintaining one classroom per teacher and ensuring sufficient space for storage and teacher preparation.
 - f. Final Decision:
 - i. EH (SSFM): Confirmed that the capacity increase to 2000 students is finalized, ensuring that facilities meet requirements and avoid future expansions.
 - ii. VA (DPW): Agreed that 2000 students is a reasonable target and avoids the need for future expansions.
2. Design Risk

- a. Design Risk Transfer:
 - i. EH (SSFM): Reviewed the decision to transfer design risk to the leaseback contractor, highlighting anticipated time savings and reduced government liability by eliminating phased design adjustments.
 - ii. EH (SSFM): Noted that the completed work on the 100% design remains valuable but must be re-evaluated for alignment with the revised project procurement method to leaseback.
- b. Updates on Procurement:
 - i. EH (SSFM): Engaged with GEDA for insights into past protest cases, particularly from JFK and Sanchez projects. GEDA provided historical documents and is committed to supporting the financing component.
 - ii. EH (SSFM): Ongoing review of newly received procurement documents, including the latest Sanchez RFP.
- c. Addressing Procurement Concerns:
 - i. TK (AG): Emphasized the urgency of aligning draft procurement documents with approved legislation to prevent future protests, particularly in regard to bidder qualifications, registration, and licensing.
- d. Mitigating Protest Risks:
 - i. VA (DPW): Stressed the importance of creating a "bulletproof" RFP with clear submission guidelines to minimize errors and omissions. Suggested incorporating a visual process flow to outline responsibilities and ensure transparency across all involved parties (DOE, GEDA, legal teams, etc.).
 - ii. EH (SSFM): Agreed with the need for a detailed process flow, which will be integrated into the project schedule. A draft version will be prepared for review at the next meeting.
- e. DOE and TRMA Coordination:
 - i. EH (SSFM): Weekly meetings with TRMA have helped identify the necessary work to shift design risk to the leaseback contractor. TRMA is aligned from a construction management perspective but must confirm terms with DOE as their direct client.
 - ii. CC (TRMA): Clarified that DOE is the client and that the procurement change impacts existing contractual agreements. With the shift to a design-build approach, responsibility for construction documents will now fall to the developer's design team.
 - iii. EH (SSFM): Highlighted the benefit of shifting risk to the leaseback developer to ensure operational continuity and eliminate disputes over design errors during facility operation.
- f. Legal and Contract Modifications:
 - i. EH (SSFM): Recapped the legal and procedural changes from recent legislative updates, particularly the transfer of procurement responsibility between DOE, GEDA, and DPW. The importance of amending contracts to align with the new design-build approach was discussed.
 - ii. VA (DPW): Noted the need to review the governing law, especially expired provisions and timelines that may require legislative amendments. VA (DPW) requested TK (AG) to review the law on the project timeline.
- g. Legal Review Discussions:
 - i. EH (SSFM): Asked for clarification on legal review requirements and the history of related laws, noting some uncertainty regarding their applicability.
 - ii. TK (AG): Stated that reviewing the older documents is difficult as they were based on different laws, which are no longer applicable.
 - iii. EH (SSFM): Inquired about the origins of the original laws.
 - iv. VA (DPW): Explained that the laws started with CIP and worked closely with the legal team.
 - v. EH (SSFM): Expressed the need for the original documents, including the JFK RFP, for historical context and revision purposes.
 - vi. VSN: Confirmed having a source document.

- vii. EH (SSFM): Stressed the importance of having the original RFPs and raw files, especially to revise based on legal changes and ensure an accurate history of the project's documents.
- viii. VA (DPW): Confirmed that they would provide the source document.
- ix. EH (SSFM): Asked if JC might have the original documents.
- x. JC: Offered to provide the word document but clarified that it was from a different project, although similar boilerplate language would apply.
- xi. EH (SSFM): Acknowledged the similarities and noted that adjustments would be necessary, especially in terms of financing and the legal components.
- xii. VA (DPW): Mentioned having the previous superintendent's version of the document, which could be relevant.
- xiii. EH (SSFM): Inquired about the progress of that document's development.
- xiv. VA (DPW): Explained that it had been stalled for a while.
- xv. CC (TRMA): Recalled that DOE had identified an issue with financing and had paused RFP development at that time.
- xvi. VA (DPW): Explained that DOE had initially worked on the document for several years but was later disinvited from meetings, leading to the halt in progress.
- h. Addressing Potential Protest Risks:
 - i. TK (AG): Highlighted that protests can delay the project significantly, often by nearly a year.
 - ii. EH (SSFM): Expressed concern about the potential delays caused by protests, stressing the need for minimized risk.
 - iii. TK (AG): Suggested reviewing joint venture structures and ensuring language in the RFP that allows for flexibility in qualifications and licensing.
 - iv. EH (SSFM): Agreed and noted that DPW has been stringent on COA requirements, but these concerns could be addressed through careful legal language in the RFP.
 - v. VA (DPW): Proposed that there be penalties for frivolous protests, such as requiring a bond, to avoid delays from non-substantive challenges. This was in line with the governor's stance on protests.
- i. RFP Development and Timeline:
 - i. EH (SSFM): Transitioned to discussing the schedule, noting that the project is nearing the data-gathering stage and preparation for the contract. Once source documents are in hand, the team will move into the RFP development phase, targeting completion by the end of March or the first quarter of next year.
 - ii. VA (DPW): Reiterated that DPW's construction RFPs are largely boilerplate, but the added complexity here is the inclusion of financing requirements and other specific conditions.
 - iii. EH (SSFM): Agreed and emphasized that the focus will be on removing outdated provisions and including relevant details to minimize future protests. DPW confirmed they could deliver a working programmatic document by the end of January for review.
 - iv. EH (SSFM): Stated that a realistic schedule is in place, though the specific timelines for bidding and construction are still being finalized.
- j. Contractor Outreach:
 - i. VA (DPW): Recalled their previous contractor outreach on the federal side and suggested doing something similar to build awareness for the upcoming project.
 - ii. EH (SSFM): Acknowledged that contractor readiness is essential, and that outreach would help set expectations for the upcoming bidding phase.
- k. Financing Concerns:
 - i. VA (DPW): Expressed concern about financing and the leaseback arrangement, which could increase costs significantly.
 - ii. EH (SSFM): Agreed that financing was a key area for clarification and discussed the need for clearer understanding of how bonds would be issued and how funding would flow for this project.

- iii. VA (DPW): Emphasized the need to avoid leasebacks due to their high cost but confirmed that the mandate is to move forward with building the school.
- 1. Expected Construction Timeline:
 - i. EH (SSFM) projected a construction timeline of approximately 2 to 2.5 years, shorter than the previously estimated 3 years.
 - ii. CC (TRMA) confirmed that the original timeline in 2022 was 2 years for building the new campus while the existing campus remained operational plus an additional 1 year for the sports and track facilities. This estimate was based on 2022 cost assumptions, which will need to be adjusted for inflation under the new approach.
 - iii. CC (TRMA) stated that simultaneous construction of all components, including sports areas, could save an additional year, making the process more efficient.
- 3. FF&E
 - a. Current FF&E Status:
 - i. FF&E Defined: Includes furniture (desks, chairs, teacher/admin furniture), technology (computers, Promethean boards), kitchen equipment, and some program items.
 - ii. Prepared by TRMA: TRMA has developed a complete list of FF&E requirements, estimated at approximately \$6 million.
 - b. Funding Challenges:
 - i. FF&E was excluded from the base bid due to cost constraints stemming from pandemic-related price increases and budget adjustments.
 - ii. Previous funding discussions with GDOE suggested using ARP funds, but much of that money was reallocated for maintenance and public health projects, leaving FF&E unfunded.
 - c. Implementation Considerations:
 - i. Responsibility: Discussion around whether contractors should procure and install FF&E as part of their scope, to avoid delays and logistical risks to the government.
 - ii. Temporary Facilities: FF&E for interim setups during construction could cost \$1 million, covering only essential items like desks and chairs.
 - d. Potential Solutions and Strategies:
 - i. GDOE Engagement: A renewed discussion with GDOE is necessary to address the \$6 million shortfall.
 - ii. Philanthropic Opportunities: Suggestions included seeking donations or sponsorships from alumni and private businesses to cover some FF&E costs, though it would require careful planning to avoid logistical and maintenance issues.
 - e. Comprehensive Contracting: Strong preference was expressed for including FF&E in the contractor's package for a seamless, legally compliant procurement process.

III. ACTION ITEMS

- 1. SSFM:
 - a. Prepare detailed RFP process flow and align procurement documents with updated legislation.
 - b. Access and review OPA files (Available online)
- 2. DPW:
 - a. Locate and share original project source files from JFK and SSHS and will check with Jon Fernandez.
- 3. AG:
 - a. Review the 2023 SSHS law to check the procurement expiration date and determine if the law needs to be updated.
- 4. TRMA
 - a. Review drafts of the RFP prepared by legal counsel.

- b. Submit the contract modification to GDOE.
- c. Confirm if the GDOE contract terms will be finalized before the next meeting.
- d. Begin work on the Design-Build portion, focusing on performance specifications after the contract modification approval.
- e. Provide the finalized \$6M FF&E list.

IV. MEETING ADJOURNED AT 12:04pm (ChST)



The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
Project Meeting

Date: November 22, 2024
Time: 11:00nn – 12:00nn (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

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- c. Addressing Procurement Concerns:
 - i. TK (AG): Emphasized the urgency of aligning draft procurement documents with approved legislation to prevent future protests, particularly in regard to bidder qualifications, registration, and licensing.
- d. Mitigating Protest Risks:
 - i. VA (DPW): Stressed the importance of creating a "bulletproof" RFP with clear submission guidelines to minimize errors and omissions. Suggested incorporating a visual process flow to outline responsibilities and ensure transparency across all involved parties (DOE, GEDA, legal teams, etc.).
 - ii. EH (SSFM): Agreed with the need for a detailed process flow, which will be integrated into the project schedule. A draft version will be prepared for review at the next meeting.
- e. DOE and TRMA Coordination:
 - i. EH (SSFM): Weekly meetings with TRMA have helped identify the necessary work to shift design risk to the leaseback contractor. TRMA is aligned from a construction management perspective but must confirm terms with DOE as their direct client.
 - ii. CC (TRMA): Clarified that DOE is the client and that the procurement change impacts existing contractual agreements. With the shift to a design-build approach, responsibility for construction documents will now fall to the developer's design team.
 - iii. EH (SSFM): Highlighted the benefit of shifting risk to the leaseback developer to ensure operational continuity and eliminate disputes over design errors during facility operation.
- f. Legal and Contract Modifications:
 - i. EH (SSFM): Recapped the legal and procedural changes from recent legislative updates, particularly the transfer of procurement responsibility between DOE, GEDA, and DPW. The importance of amending contracts to align with the new design-build approach was discussed.
 - ii. VA (DPW): Noted the need to review the governing law, especially expired provisions and timelines that may require legislative amendments. VA (DPW) requested TK (AG) to review the law on the project timeline.
- g. Legal Review Discussions:
 - i. EH (SSFM): Asked for clarification on legal review requirements and the history of related laws, noting some uncertainty regarding their applicability.
 - ii. TK (AG): Stated that reviewing the older documents is difficult as they were based on different laws, which are no longer applicable.
 - iii. EH (SSFM): Inquired about the origins of the original laws.
 - iv. VA (DPW): Explained that the laws started with CIP and worked closely with the legal team.
 - v. EH (SSFM): Expressed the need for the original documents, including the JFK RFP, for historical context and revision purposes.
 - vi. VSN: Confirmed having a source document.

- vii. EH (SSFM): Stressed the importance of having the original RFPs and raw files, especially to revise based on legal changes and ensure an accurate history of the project's documents.
- viii. VA (DPW): Confirmed that they would provide the source document.
- ix. EH (SSFM): Asked if JC might have the original documents.
- x. JC: Offered to provide the word document but clarified that it was from a different project, although similar boilerplate language would apply.
- xi. EH (SSFM): Acknowledged the similarities and noted that adjustments would be necessary, especially in terms of financing and the legal components.
- xii. VA (DPW): Mentioned having the previous superintendent's version of the document, which could be relevant.
- xiii. EH (SSFM): Inquired about the progress of that document's development.
- xiv. VA (DPW): Explained that it had been stalled for a while.
- xv. CC (TRMA): Recalled that DOE had identified an issue with financing and had paused RFP development at that time.
- xvi. VA (DPW): Explained that DOE had initially worked on the document for several years but was later disinvited from meetings, leading to the halt in progress.
- h. Addressing Potential Protest Risks:
 - i. TK (AG): Highlighted that protests can delay the project significantly, often by nearly a year.
 - ii. EH (SSFM): Expressed concern about the potential delays caused by protests, stressing the need for minimized risk.
 - iii. TK (AG): Suggested reviewing joint venture structures and ensuring language in the RFP that allows for flexibility in qualifications and licensing.
 - iv. EH (SSFM): Agreed and noted that DPW has been stringent on COA requirements, but these concerns could be addressed through careful legal language in the RFP.
 - v. VA (DPW): Proposed that there be penalties for frivolous protests, such as requiring a bond, to avoid delays from non-substantive challenges. This was in line with the governor's stance on protests.
- i. RFP Development and Timeline:
 - i. EH (SSFM): Transitioned to discussing the schedule, noting that the project is nearing the data-gathering stage and preparation for the contract. Once source documents are in hand, the team will move into the RFP development phase, targeting completion by the end of March or the first quarter of next year.
 - ii. VA (DPW): Reiterated that DPW's construction RFPs are largely boilerplate, but the added complexity here is the inclusion of financing requirements and other specific conditions.
 - iii. EH (SSFM): Agreed and emphasized that the focus will be on removing outdated provisions and including relevant details to minimize future protests. DPW confirmed they could deliver a working programmatic document by the end of January for review.
 - iv. EH (SSFM): Stated that a realistic schedule is in place, though the specific timelines for bidding and construction are still being finalized.
- j. Contractor Outreach:
 - i. VA (DPW): Recalled their previous contractor outreach on the federal side and suggested doing something similar to build awareness for the upcoming project.
 - ii. EH (SSFM): Acknowledged that contractor readiness is essential, and that outreach would help set expectations for the upcoming bidding phase.
- k. Financing Concerns:
 - i. VA (DPW): Expressed concern about financing and the leaseback arrangement, which could increase costs significantly.
 - ii. EH (SSFM): Agreed that financing was a key area for clarification and discussed the need for clearer understanding of how bonds would be issued and how funding would flow for this project.

- iii. VA (DPW): Emphasized the need to avoid leasebacks due to their high cost but confirmed that the mandate is to move forward with building the school.
- I. Expected Construction Timeline:
 - i. EH (SSFM) projected a construction timeline of approximately 2 to 2.5 years, shorter than the previously estimated 3 years.
 - ii. CC (TRMA) confirmed that the original timeline in 2022 was 2 years for building the new campus while the existing campus remained operational plus an additional 1 year for the sports and track facilities. This estimate was based on 2022 cost assumptions, which will need to be adjusted for inflation under the new approach.
 - iii. CC (TRMA) stated that simultaneous construction of all components, including sports areas, could save an additional year, making the process more efficient.
- 3. FF&E
 - a. Current FF&E Status:
 - i. FF&E Defined: Includes furniture (desks, chairs, teacher/admin furniture), technology (computers, Promethean boards), kitchen equipment, and some program items.
 - ii. Prepared by TRMA: TRMA has developed a complete list of FF&E requirements, estimated at approximately \$6 million.
 - b. Funding Challenges:
 - i. FF&E was excluded from the base bid due to cost constraints stemming from pandemic-related price increases and budget adjustments.
 - ii. Previous funding discussions with GDOE suggested using ARP funds, but much of that money was reallocated for maintenance and public health projects, leaving FF&E unfunded.
 - c. Implementation Considerations:
 - i. Responsibility: Discussion around whether contractors should procure and install FF&E as part of their scope, to avoid delays and logistical risks to the government.
 - ii. Temporary Facilities: FF&E for interim setups during construction could cost \$1 million, covering only essential items like desks and chairs.
 - d. Potential Solutions and Strategies:
 - i. GDOE Engagement: A renewed discussion with GDOE is necessary to address the \$6 million shortfall.
 - ii. Philanthropic Opportunities: Suggestions included seeking donations or sponsorships from alumni and private businesses to cover some FF&E costs, though it would require careful planning to avoid logistical and maintenance issues.
 - e. Comprehensive Contracting: Strong preference was expressed for including FF&E in the contractor's package for a seamless, legally compliant procurement process.

III. ACTION ITEMS

- 1. SSFM:
 - a. Prepare detailed RFP process flow and align procurement documents with updated legislation.
 - b. Access and review OPA files (Available online)
- 2. DPW:
 - a. Locate and share original project source files from JFK and SSHS and will check with Jon Fernandez.
- 3. AG:
 - a. Review the 2023 SSHS law to check the procurement expiration date and determine if the law needs to be updated.
- 4. TRMA
 - a. Review drafts of the RFP prepared by legal counsel.

- b. Submit the contract modification to GDOE.
- c. Confirm if the GDOE contract terms will be finalized before the next meeting.
- d. Begin work on the Design-Build portion, focusing on performance specifications after the contract modification approval.
- e. Provide the finalized \$6M FF&E list.

IV. MEETING ADJOURNED AT 12:04pm (ChST)

SIGN-IN SHEET

PROJECT: Construction of New Simon Sanchez High School

PURPOSE: Weekly Project Meeting

DATE: 22-Nov-24

TIME: 10:00 AM

LOCATION: DPW FHWA Conference Room

NAME:	ELMER PRUDENTE JR.	PHONE:	475-8772
ORGANIZATION:	TRMA	EMAIL:	ElPrudente@traguam.com
NAME:	CEDRIC CRUZ	PHONE:	475.8772
ORGANIZATION:	TRMA	EMAIL:	ccruz@traguam.com
NAME:	CARLA MASNAYON	PHONE:	483-5400
ORGANIZATION:	SSHS - DOE	EMAIL:	cdmasnayon@gdoe.com
NAME:	KEITH QUIAMBAO	PHONE:	727-5488
ORGANIZATION:	SSHS	EMAIL:	kduquamba@sshs.org
NAME:	TOM KESLERA AKA	PHONE:	488 3332
ORGANIZATION:		EMAIL:	
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ORGANIZATION:	DPW	EMAIL:	vance.arrola@dpw.guam.gov
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ORGANIZATION:	DPW	EMAIL:	linda.ibanez@dpw.guam.gov
NAME:	Valerie San Nicolas	PHONE:	588-1500
ORGANIZATION:	DPW	EMAIL:	valerie.sanicolas@dpw.guam.gov

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Construction of New Simon Sanchez High School Project Meeting
Agenda; Dec 6, 2024; 11 am, MS TEAMS

- I. CALL TO ORDER
- II. ROLL CALL | ATTENDANCE
- III. PREVIOUS MINUTES RECAP
 1. Design Capacity
 - a. RFP to require a 2,000-student max capacity.
- IV. PREVIOUS ACTION ITEMS
 1. SSFM:
 - a. Prepare detailed RFP process flow and align procurement documents with updated legislation.
 - b. Access and review OPA files (Available online)
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 - b. Submit the contract modification to GDOE.
 - c. Confirm if the GDOE contract terms will be finalized before the next meeting.
 - d. Begin work on the Design-Build portion, focusing on performance specifications after the contract modification approval,
 - e. Provide the finalized \$6M FF&E list.
- V. NEW BUSINESS
 1. Preliminary Schedule (DRAFT)
 - a. Pre-RFP Phase (Complete)
 - b. RFP Development Phase (Target: end March 2025)
 - c. Bidding Phase (Target: June/July 2025)
 - d. Construction (2.5 years, including 6 months Design/Design Verification)
 2. RFP Development
 - a. JFK RFP Format
 - b. TRMA Technical Spec/Performance Spec
 - c. Finance Portion GEDA
 - d. Other Portions (Selection Criteria, Procurement, O&M, other sections)
 - e. Meeting Schedule
 - i. TRMA SSFM Thursday Weekly @11am
 - ii. RFP Working Sessions Wednesday Weekly
 - iii. Directors Meeting Friday Weekly@10am
 3. Legal Clearance / Update Law

-
- VI. OPEN DISCUSSION
 - VII. ACTION ITEMS
 - VIII. NEXT MEETING
 - IX. ADJOURN

Construction of New Simon Sanchez High School Project Meeting

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VI. OPEN DISCUSSION

VII. ACTION ITEMS

VIII. NEXT MEETING

IX. ADJOURN

to do list

12/6/24 SSFM

Source files - (for SSHS) RFP

John has it. need word file / pending

procurement - expiration date

tom will review again / pending

changing to design build doc.

contract models -

- forlay dr. suan will follow up / if he can give go (NTP)

trying to get RFP out by March 2005

- will use the JPK RFP format

- IFP to IPB as per fira, it was changed bc they
w/nt to qualify to construction part w/ contractor

IPB has part 1 and part 2 (multi-step)

just 2 RFP when doing just 2, they w/nt to
continue w/ construction & build

RFP proposal w/ vehicle lease bank

low bid might undermine. the key of long term

from portion - build a land bed

land bed was had to encompass

funny - market or bid

total package is lease bank

need finance portion from fira.

developer who can finance

" Concept

" Master: Operate

" Design

draft form, fira will
review

for 30 yrs

needs to fill with the
16.4 m max annual project
interaction period

Law 34/07

1160.4 mil

annual cost go

above 16.4 million

- legal agreement document is in the RFP

fira will send to Ed

VFP - 2.5 million a north for master

VFP 60 mill

SSHS / 300 mil capital interest & 100 SHS

8888 cont. (10/6/24)

to do list

JFK project and Calafate 15-20% of annual debt service
when you go

special tax provision -

available for first exemption

Simple tax exemption

- Challenge was GEDA wanted/ability to issue bonds
on behalf of the developer

So will help Jane art to program

- How long will it take Jane to reconstitute with a RFP

Tina: if you go forward with developer, future

over agreement of out, they can go out and

lower bonds. Est 2-3 months

from 60 days after closing

→ Tina can reconstruct RFP for 8888 off of JFK's Simple
draft w/ a week - 2 wks - 1 month for final tuning

→ put ^{stand} council @ the next 2 wks

1 month at the next

Plan is to move them back (FBIG) connect 8 year

* need to schedule RFP working sessions on Wednesdays
Time is fixed. Ask Directors

RFP - done by Jan 2025

Feb-Mar - get approval for does

target all done by March 2025

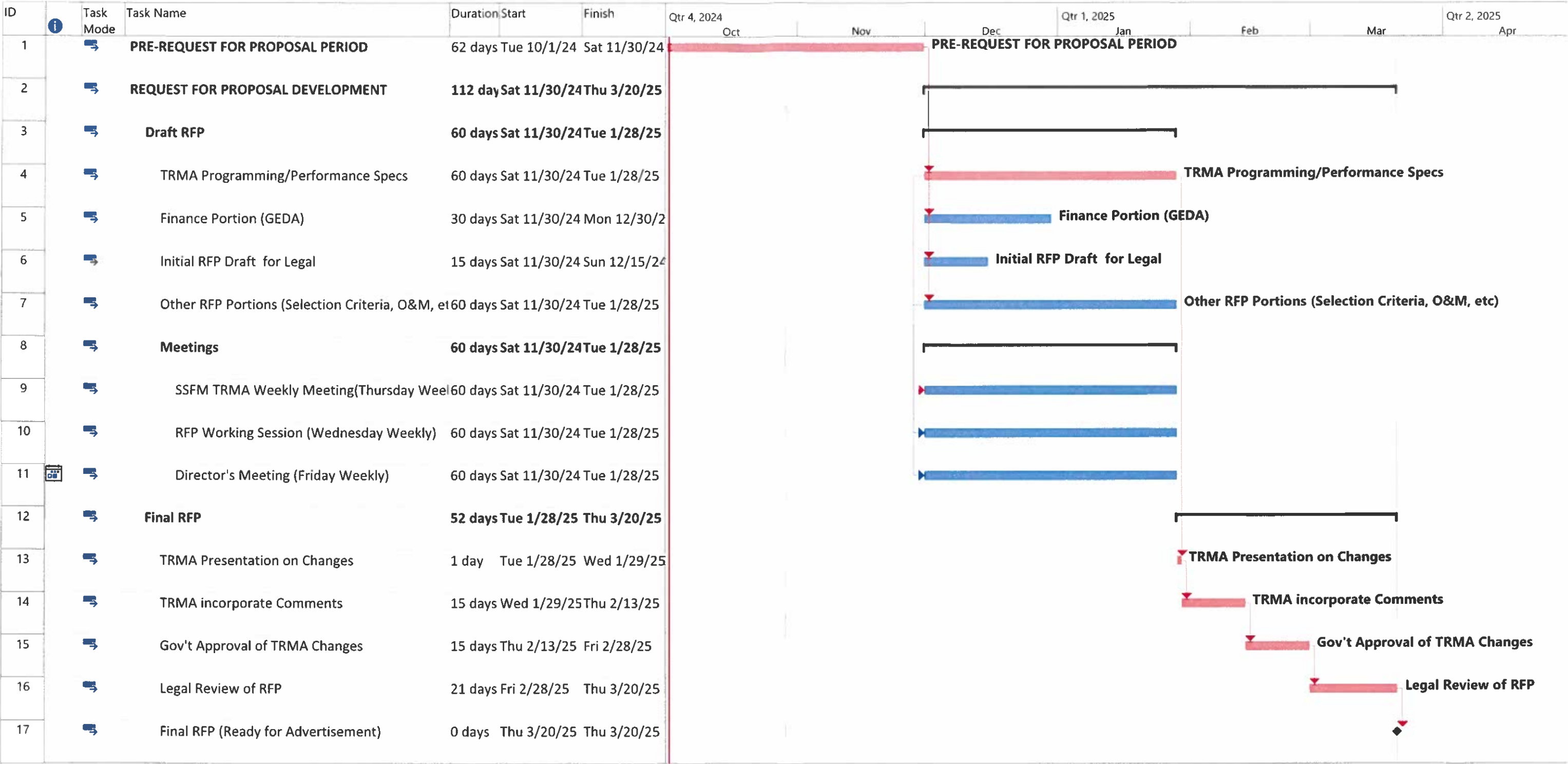
→ USPM would like to do site visits. They want to do it; don't

for how the school is manifested

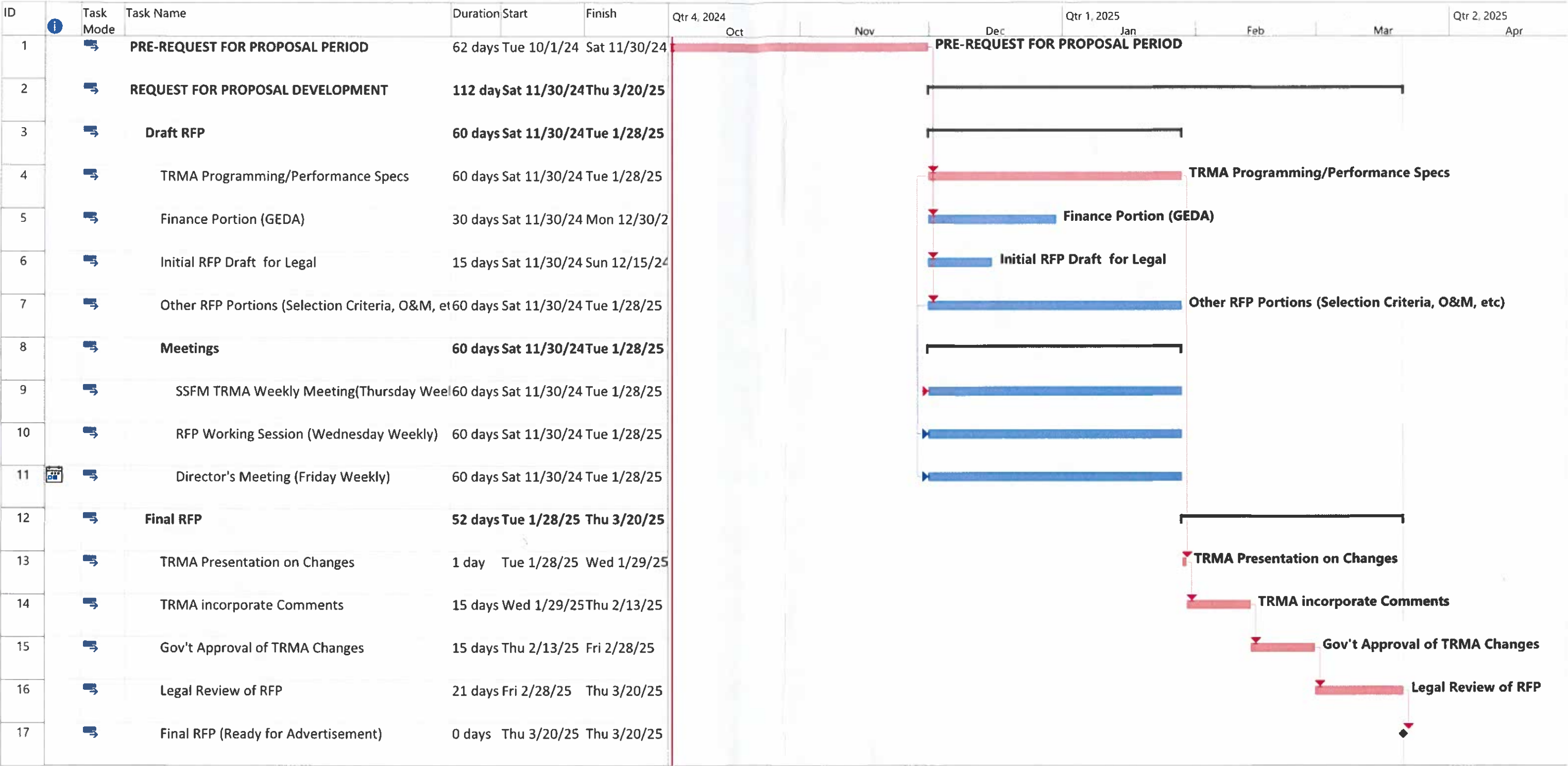
→ Tina will also send available date for meetings

Jelo fatigue, Chris Dener: Vine Baya / ORS ^{wasn't} ^{at} ^{before} ^{today}
Next mtg Friday, 12/13/24 11am

Ady 11:02am



Critical	<div></div>	Slippage	<div></div>	Inactive Task	<div></div>	Manual Summary Rollup	<div></div>	External Milestone	<div></div>
Critical Split	<div></div>	Summary	<div></div>	Inactive Milestone	<div></div>	Manual Summary	<div></div>	Deadline	<div></div>
Task	<div></div>	Project Summary	<div></div>	Inactive Summary	<div></div>	Start-only	<div></div>	Progress	<div></div>
Split	<div></div>	Rolled Up Critical	<div></div>	Manual Task	<div></div>	Finish-only	<div></div>		
Milestone	<div></div>	Rolled Up Critical Split	<div></div>	Duration-only	<div></div>	External Tasks	<div></div>		



Critical		Slippage		Inactive Task		Manual Summary Rollup		External Milestone	
Critical Split		Summary		Inactive Milestone		Manual Summary		Deadline	
Task		Project Summary		Inactive Summary		Start-only		Progress	
Split		Rolled Up Critical		Manual Task		Finish-only			
Milestone		Rolled Up Critical Split		Duration-only		External Tasks			



The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
Project Meeting

Date: December 06, 2024
Time: 11:00nn – 12:00nn (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

1. DPW: Linda Ibanez, Deputy Director; Ernie Candoleta, Deputy Director, John Calanayan, Engineer / Contract Supervisor (DPW CIP)
2. GDOE: Eric Swanson, Superintendent
3. Simon Sanchez High School: Carla Masnayan, Principal;
4. AG: Tom Keeler; Assistant Attorney General
5. SSFM: Ed Hipolito, Senior Project Manager; Glenn Leon Guerrero, Senior Project Manager; Connie Garrido, Documents Control, Alvin Bejosa, Document Control

II. DISCUSSION TOPICS

I. Previous Action Items Updates:

- a. Simon Sanchez Source Files (MS Word Format)
 - i. JC (DPW) mentioned he has a Word file, but it is outdated due to previous changes.
 - ii. EH (SSFM) stated that even an incomplete Word file would suffice, as the team plans to review and update it to avoid recreating previous documents.
- b. Review of the 2023 SSHS Law regarding procurement expiration:
 - i. EH provided recap about the 90-day expiration for the RFP and a missing design element tied to a previous protest involving CoreTech. The project's shift to a design-build approach may impact procurement.
 - ii. TK (AG) had no comment as they had just received the meeting minutes.
 - iii. These issues remain pending for further discussion, particularly the design changes and procurement deadlines.
- c. GDOE RFP draft:
 - i. EH mentioned that the team is waiting for the GDOE RFP, which has not been received yet. While it's not urgent, they are interested in confirming its existence and will follow up with TRMA to obtain it.
- d. TRMA Contract Mod:
 - i. EH (SSFM) emphasized the urgency of a TRMA's no-cost contract modification with GDOE to avoid delays, as it's crucial for the project's timeline. The RFP target is the end of March.
 - ii. ES (GDOE) will track down the status of the modification, and the team continues weekly meetings with TRMA to address issues and move forward on other discussion (FF&E, etc.)

2. New Business

a. Updates and Status:

- i. EH (SSFM) mentioned that the information has been started, and the team is aiming for the end of March to have the RFP ready for bidding. While other timelines are still being refined, the focus is on reducing the overall project duration. This includes giving the developer full access to the Sanchez High School site to allow simultaneous construction, which will save time. However, the team still needs to address the design verification before moving forward.

- b. RFP Development Phase
 - i. EH moved into the RFP development phase, stating that after reviewing all findings, the team has decided to use the JFK RFP format based on current laws and research. This format aligns with the objectives of the RFP and is seen as the best approach to achieve the desired outcome.
- c. RFP to IFB on SSHS procurement discussion:
 - i. EH (SSFM) raised concerns about the shift from RFP to IFB for Sanchez, emphasizing that an RFP is better for evaluating construction, financing, and maintenance.
 - ii. TG (GEDA) explained that the IFB was used for a multi-step process to qualify contractors but acknowledged challenges with this approach.
 - iii. EH (SSFM) confirmed the new RFP will include a leaseback option, requiring contractors to address finance, design, construction, and maintenance.
 - iv. EH (SSFM) also emphasized that the selection criteria should focus on the total lifecycle cost, not just the lowest bid, to ensure long-term sustainability and lower maintenance costs.
- d. RFP Finance Portion:
 - i. GLG (SSFM) inquired about changes to the finance portion of the RFP, particularly the shift from a lowest bid model to one that evaluates cost, financing, and experience.
 - ii. TG explained that the financing aspect is now crucial and must account for market-driven or self-financing options, and experience with programs like USDA could influence the cost for the government.
 - iii. GLG (SSFM) clarified that the RFP will now focus on a holistic approach, evaluating the developer's ability to finance, construct, and maintain the project, including a 30-year operational period.
 - iv. EH (SSFM) added that the design portion will also be included in the construction aspect, requiring the developer to have an architectural team.
- e. RFP Refinement and Guidance:
 - i. EH (SSFM) and TG (GEDA) discussed the need to rework the RFP with updated guidance. EH (SSFM) emphasized integrating maintenance costs and sustainability factors, such as solar energy, into the financial model. However, the exact implementation of these factors into the financing portion is still being considered.
 - ii. TG (GEDA) explained that the RFP should cover construction, financing, insurance, and maintenance, all within a \$16.4 million annual budget. This approach differs from previous models focused on low bid procurement.
- f. Sustainability and Upfront Costs
 - i. EH (SSFM) raised the possibility of using sustainable solutions (e.g., solar energy) as a way to reduce long-term operational costs, noting that while upfront costs could be higher, the ROI could benefit from a longer 30-year term.
 - ii. TG (GEDA) mentioned that the JFK project used a similar strategy to incorporate sustainability, with the potential for long-term savings from these investments.
- g. Maintenance and Capital Improvement Fund
 - i. TG (GEDA) shared that in the JFK RFP, they included a capital improvement fund to ensure ongoing maintenance and repairs, such as air conditioning replacements and painting. This fund is replenished annually by the debt service and is part of the long-term financial plan for keeping the building in good condition.
 - ii. EH (SSFM) wanted to confirm if this aspect was reflected in the new RFP, and TG (GEDA) indicated that it is part of the lease agreement document, though EH (SSFM) needed to review it in more detail.
 - iii. EH (SSFM) inquired whether the relevant details of the capital improvement fund were included in the RFP, asking TG (GEDA) to clarify and send more information once their internet connection is restored.

- h. Financial Framework of Public Law 36-107 (Caps Borrowing at \$166.4m and annual payments of \$16.4m)
 - i. GLG (SSFM) inquired the practicality of operating under this cap compared to JFK's maintenance costs.
 - ii. TG explained that the cap includes debt service and noted developers might propose lower annual costs
 - iii. EH raised the need to review legal implications and potential reissuance under the design-build method.
 - iv. TG (GEDA) will provide financial worksheets detailing the \$16.4m calculation.
- i. Financing Approach Evolution
 - i. EH (SSFM) clarify why financing shifted from government-issued bonds to developer-issued bonds.
 - ii. TG (GEDA) explained that government-issued bonds benefit from a triple tax exemption, reducing borrowing costs. However, legal uncertainties and unresolved questions led to reverting to developer financing for expediency, as used successfully for JFK.
 - iii. EH (SSFM) acknowledged the rationale, emphasizing the importance of avoiding past mistakes and using proven methods.
- j. Previous RFP document timeline:
 - i. GLG (SSFM): Asked about the time needed to revise the RFP.
 - ii. TG (GEDA): Estimated 2 weeks for updates, prepared by bond counsel, recommended to prepare with a month planned to accommodate holiday schedules.
 - iii. EH (SSFM) Confirmed alignment with the project schedule.
- k. TRMA Technical Spec / Performance Spec
 - i. Critical Path & Risk Transfer
 - 1. EH: Emphasized that TRMA's transition to a design-build model is critical for mitigating risk. The developer will take full responsibility for design and operational risks, leveraging existing work and performance documents.
 - 2. Approval Dependency: The process depends on GDOE's contract modification approval. EH offered to provide additional insights if needed.
 - ii. Design-Build Benefits
 - 1. EH: Highlighted advantages of design-build, including reduced timelines, lower costs, and clear accountability for operational risks, such as temperature conditioning and environmental compliance.
 - iii. Permitting Coordination
 - 1. EH: Agencies (e.g., SHPO, Department of Agriculture) need updates about the forthcoming design changes. Although the footprint remains unchanged, new documents will align with existing conditions and permits, including a FONSI (Finding of No Significant Impact).
 - iv. Next Steps
 - 1. EH: Plans to engage with permitting agencies and streamline updates to save time
- l. Phase construction to a single – phase approach:
 - i. ES (GDOE) raised concerns about shifting from a phased construction to a single-phase approach, noting the challenge of relocating 4,000 students and the proximity of F.B. middle school, which will return to the site after renovations in June.
 - ii. EH (SSFM) highlighted the need for construction requirements in the RFP to mitigate noise and disruptions when the middle school resumes operations. EH (SSFM) referenced construction at UOG as an example, asking how noise and liability were managed.
 - iii. ES (GDOE) clarified that UOG addressed such issues by properly walling off construction zones, granting contractors full liability and access to the site. EH (SSFM) noted noise impacts should be addressed in the RFP, even if students must adapt to some disruption.

m. RFP Working Sessions:

- i. EH (SSFM) outlined plans for working sessions on the RFP, covering financing, technical, and performance specifications, following the JFK format. The goal is to have a working draft ready in a few weeks and share it with stakeholders. Weekly meetings will be scheduled, with TRMA on Thursdays and RFP sessions on Wednesdays at 11 a.m., pending final scheduling with GLG (SSFM)
- ii. EH (SSFM) outlined the plan to finalize the TRMA performance specs and RFP by January, with legal reviews and government approval targeted for February-March. A presentation will be made to reassure GDOE, aiming for completion by March.
- iii. GLG (SSFM) will manage scheduling and requested site visits to JFK, Ukudu, and other schools to assess operations and gather insights, requesting to seek help from ES (GDOE) to facilitate contact with the schools.
- iv. EH (SSFM) sought clarification on the timeline for the bidding phase and contract awarding process, particularly how long it takes after a 60-day bidding period to finalize contracts, considering the financing process. He requested TG (GEDA) to provide a breakdown of the timeline for each phase, from bidding to contract signing.
- v. TG (GEDA) will be setting up a call with their financial advisor and bond counsel to discuss the RFP scheduling details.

n. Legislation update:

- i. EH (SSFM) raised concerns about two items in the legislation: the 90-day period and the missing design aspect that needs to be added noting if the law needed updating or reissuance.
- ii. TK (AG) suggested that the legislation should be updated, particularly to correct the RFP and design-build references. TG (GEDA) confirmed that they worked on the legislation with bond counsel and the DOE, and any updates or changes could be handled collaboratively. TK (AG) indicated that updating the legislation shouldn't be too difficult and expected the process to fit within the current timeframes.
- iii. EH (SSFM) reiterated the goal to finalize this by the end of March, ensuring that the legal review aligns with the bidding phase and will add a legal line item in the project schedule for this.

III. ACTION ITEMS

1. SSFM:

- a. Continue coordinating with TRMA to get GDOE version of the Simon Sanchez RFP.
- b. Finalize the schedule of RFP working sessions.
- c. Add legal review line item on the project schedule.

2. DPW:

- a. Locate and share original project source files from JFK and SSHS (word format)

3. AG:

- a. Provide feedback the 2023 SSHS law to check the procurement expiration date and determine if the law needs to be updated.

4. GEDA

- a. Provide relevant details / information regarding the capital improvement fund included in the previous RFP.
- b. Provide financial worksheets detailing the \$16.4m calculation.
- c. Set-up a call with their financial advisor and bond counsel to discuss the RFP scheduling details.

5. GDOE

- a. Provide feedback on TRMA contract modification.

IV. NEXT MEETING: December 13, 2024, at 10:00am Guam Time

V. MEETING ADJOURNED AT 11:02am Guam Time

SIGN-IN SHEET

PROJECT: Construction of New Simon Sanchez High School

PURPOSE: Weekly Project Meeting

DATE: Friday, December 6, 2024

TIME: 10:00 AM

LOCATION: DPW FHWA Conference Room

NAME:		PHONE:	
ORGANIZATION:		EMAIL:	
NAME:	ERNEST CANDELA	PHONE:	486.4829
ORGANIZATION:	DPW	EMAIL:	ernest.candela@dpw.gov
NAME:		PHONE:	
ORGANIZATION:		EMAIL:	
NAME:	Glen Leon Guerrero	PHONE:	488.1323
ORGANIZATION:	SSFM	EMAIL:	glenleon@ssfm
NAME:	Gerard BAUTISTA	PHONE:	483-6879
ORGANIZATION:	SSFM	EMAIL:	gbautista@ssfm.com
NAME:	JOHN F. CALANAYAN	PHONE:	646-3189
ORGANIZATION:	DPW / john.calanayan@dpw.gov	EMAIL:	john.calanayan@dpw.gov
NAME:	Inda J. Ibarra	PHONE:	(171) 646-3113
ORGANIZATION:	DPW	EMAIL:	inda.ibarra@dpw.gov
NAME:	Dr. Erik Swenson	PHONE:	671-300-1547
ORGANIZATION:	GDOE	EMAIL:	eswenson@gdoe.net
NAME:	Tom KEEBA	PHONE:	488 3232
ORGANIZATION:	SSFM	EMAIL:	
NAME:	Conna Garza	PHONE:	
ORGANIZATION:	SSFM	EMAIL:	

[illegible]



Vince Arriola <vince.arriola@dpw.guam.gov>

18 FEB 2025

Re: [EMAIL EXTERNAL] GDOE SSHS - TRMA RFP006-2020 Revised A&E Contract Terms

Dr. Kenneth E. Swanson (Superintendent) <keswanson@gdoe.net>

Fri, Dec 6, 2024 at 1:38 PM

To: Cedric Cruz <Ccruz@traguam.com>

Cc: "Nikolas B. Cruz" <nbcruz@gdoe.net>, Arch <Arch@traguam.com>, Michael Makio <Mmakio@traguam.com>, Elmer Prudente <Eprudente@traguam.com>, vince.arriola@dpw.guam.gov, "Carmen T. Charfauros" <ctcharfauros@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>

Cedric,

After reviewing the documentation provided, and attending today's planning meeting, in principle, I can support the outlined changes to move to a design-build approach and move the designer of record responsibilities to the developer. My only question is the provision of the existing contract and the official, signed revision. I am asking my legal and procurement team to review what you have provided to determine any additional documentation that might be needed to execute the change. As I see it, the proposed change will facilitate moving forward and supports our overall intent for the completion of the project within the legal budget limits as well

I will provide the documents from TRMA to our procurement and legal team for review.

Respectfully,

On Tue, Nov 26, 2024 at 9:32 AM Cedric Cruz <Ccruz@traguam.com> wrote:

Hi Nik,

Attached is TRMA's letter and attachments regarding revised A&E Contract Terms that require GDOE approval. The revised terms are necessary because of the proposed design-build approach that will be implemented by DPW in the procurement of the project.

Please review the documents and confirm GDOE's approval or let us know if more information is required on the matter. We can schedule a meeting in person or online to discuss further if needed. The approval of the new terms is critical for DPW's timeline, so please let us know how we can help.

Thank you.

Senseramente,

Cedric Cruz, AIA NCARB LEED AP BD+C

Taniguchi Ruth Makio Architects

P.O. Box EA

Hagatna, Guam 96932

Tel (671) 475-8772

Fax (671) 472-3381

--

K. Erik Swanson, PhD

Superintendent

Guam Department of Education

(671)300-1530

keswanson@gdoe.net

We are all one crew, there are no passengers on this journey.

Guam Department of Education

4 attachments

 **241122 A-E Contract Adjustment Letter-1.pdf**
271K

 **241122 A-E Services Revised Contract Terms-1.pdf**
169K

 **241122 Modified Terms Exhibit 2-1.pdf**
843K

 **241122 Modified Terms Exhibit 1-1.pdf**
2277K

November 22, 2024

K. Erik Swanson, PhD
Superintendent
Guam Department of Education
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913

Subject: GDOE RFP 006-2020 Simon Sanchez HS (SSHS) – A/E Contract Terms
Adjustment

Buenas Dr. Swanson,

TRMA must request GDOE's approval for changes to our A/E Contract based on the proposed procurement of the new Simon Sanchez High School. As you are aware, DPW is now responsible for the procurement of the new school, and their Construction Manager (SSFM International) has proposed that the procurement utilizes a "Design-Build" approach to best control cost, time, and the government's risk for the project. We understand that DPW has approved this proposal.

TRMA agrees that project risk is mitigated by the design-build approach. Further understanding is needed for the cost and time benefits of the approach. Yet, DPW has the final decision on the bid and construction of the project, and we will assist as best as we can acknowledging that the procurement approach is outside of TRMA's control.

The design-build approach changes TRMA's contract terms, generally:

1. TRMA will no longer be the Designer of Record for the Construction Documents for SSHS. This is necessary to transfer any risk associated with the design to the Developer as intended by DPW.

Our original Contract was for a Design-Bid-Build project, in which TRMA prepared a 100% Design used for the bid and construction of the project and TRMA is the Designer of Record who has responsible control for design that is constructed. The Design-Build approach requires shifting of this responsibility to the Developer and their own design-build A/E team that prepares the Construction Documents for the project. TRMA's 100% Design Submittal and the

current building permit application will be voided. The design prepared by TRMA will instead be used as a programming document that is the basis for the Developer's A/E design work.

2. TRMA must adjust its services. The adjustments are detailed in TRMA's revised Contract Terms attached. Adjustment is also needed to extend these services beyond the current December 2025 expiration date.
3. TRMA must adjust fees based on the corresponding service changes. Additional fees are not required, but the fees need to be reassigned to corresponding services. Please also note that this is subject to exclusions, limits, and conditions identified in TRMA's revised Contract terms attached.

Additionally, please note that TRMA intends to keep its Commissioning services intact as per the original contract terms. This would provide added assurance for GDOE's acceptance of the HVAC & controls, Lighting controls, and Plumbing systems for the school.

Please review the attached A/E Services Revised Contract Terms and confirm GDOE's approval or advise that additional information is required. We can set up a meeting to further explain the terms. Excerpts from TRMA's Contract are also provided to help clarify the revised services.

Senseramente,

Taniguchi Ruth Makio Architects


Cedric Cruz, AIA

Attachments: RFP006-2020 Agreement A&E Services Revised Contract Terms
11/22/24 and Excerpts (Agreement Exhibits 1 & 2)

RFP006-2020 Agreement A&E Services Revised Contract Terms November 22, 2024

TRMA's Final Construction Design, Construction Documentation, Permitting, Bid and Construction Services as identified in Contract Exhibits 1 and 2 will be revised and limited to:

1. Preparation of a design-build programming document based on general design requirements extracted from TRMA's 100% submittal and limited to architectural, landscaping, civil, structural, mechanical, fire protection, electrical, telecom, and FF&E scope including:
 - a. General Project Requirements – Base Bid and Additive Bid Scope; Campus Population requirements; Developer Responsibilities for Design; GDOE's review requirements
 - b. Site development, exterior works, campus infrastructure requirements.
 - c. Building Shell & Systems design requirements including engineering requirements.
 - d. Architectural program identifying space planning, interior material, and finish requirements.
 - e. General reference plans and drawings.
 - f. Attachments

The programming document will include attachments for geotechnical, archaeological, environmental, traffic study, landscaping, acoustical, theater design, audio visual, and network data from the 100% submittal. These will be for information only.

The design-build approach is also intended to allow the Developer flexibility to change the design to maximize cost effectiveness, however this will be within the constraints of the programming document that is intended to identify the universal aspects of the design that must be met.

GDOE will be responsible for final approval of the programming document for issuance to bidders.

2. Bid RFI responses regarding the programming document intent; additional fees will be required for any rebid or extension of the Bid RFI timeframe. TRMA requires 3-weeks for preparation of RFI responses.
3. Design Review at 60% and 100% completion for conformance with the programming document intent. The Developer's A/E team will be required to submit their design for TRMA, GDOE, and DPW review. TRMA's requires 3-weeks for each design review.
4. Construction RFI responses regarding the programming document intent. The total number of RFI covered will be limited to 25 per A/E scope identified in Item 1 above. TRMA requires 10 days for preparation of RFI responses.

Inspections and submittal /shop drawing reviews are excluded and will be done at an additional cost determined on a time and material basis when required.

5. No Designer of Record responsibilities. Review for building regulations compliance, design coordination, and constructability is excluded. TRMA's team may comment on these at their discretion, but responsible control of the design remains with the new DOR.
6. No Owner Agent services.
7. Commissioning Authority services for Design Review, Construction submittal/shop drawing reviews, and Witnessing the Functional Performance Testing of HVAC & controls, Lighting controls, and Plumbing systems.

These services are currently in TRMA's contract and we recommend that they are maintained as added assurance for GDOE regarding the systems covered and to document GDOE's acceptance.

Additional Terms include:

- a. Contract Extension to December 2028.
- b. Liability Waiver for TRMA's 100% Submittal documents.
- c. Liability Waiver for any previous Submittal documents included in the programming document.

- d. Liability Waiver and additional fee for 100% Submittal Revit and CAD files.
- e. Voiding of the current permit application.
- f. No Designer of Record responsibilities. Review for building regulations compliance, design coordination, and constructability is excluded. Team members may comment on these at their discretion, but responsible control of the design remains with the new DOR.
- g. No Geotechnical services.
- h. No Archaeological services.
- i. No Environmental services.
- j. No Cost Estimating services.
- k. No Acoustical Design services.
- l. No Audio Visual and Theater Specialty services.
- m. No Permitting services.
- n. No Construction Meeting Attendance services.
- o. No Bid and Construction Document Distribution services.
- p. No Construction Transition Phase services.

Schedule:

Programming Document	8-weeks Pre-Final Submittal 6-weeks Final Submittal 1-week GDOE/DPW/SSFM review
Bid	3-months max; RFI responses (3-week response time from RFI Deadline)
60% Design Review	3-weeks review
100% Design Review	3-weeks review
Construction	3-years; limited RFI responses (10-day response time)

A/E Fees:

<u>Programming Document & Bid RFI Responses</u>		
Architecture / FF&E		\$ 284,301
Landscape Arch.	\$ 57,440	
Civil	\$ 49,696	
Structural	\$103,904	
Mechanical & Fire Protection	\$103,904	
Electrical	\$103,904	
Telecom	\$103,904	
	<u>\$522,752 x 1.15</u>	<u>\$ 601,164</u>
		\$ 849,465

Limited Design Review

Architecture / FF&E		\$ 15,000
Landscape Arch.	\$ 10,000	
Civil	\$ 10,000	
Structural	\$ 10,000	
Mechanical & Fire Protection	\$ 10,000	
Electrical	\$ 10,000	
Telecom	\$ 10,000	
	<u>\$ 60,000 x 1.15 =</u>	<u>\$ 69,000</u>
		\$ 84,000

Limited Construction RFI Responses

Architecture / FF&E		\$ 15,000
Landscape Arch.	\$ 10,000	
Civil	\$ 10,000	
Structural	\$ 10,000	
Mechanical & Fire Protection	\$ 10,000	
Electrical	\$ 10,000	
Telecom	\$ 10,000	
	<u>\$ 60,000 x 1.15 =</u>	<u>\$ 69,000</u>
		\$ 84,000

Commissioning Authority

Design Review	\$ 16,560	
<u>Submittals & FPT Witnessing</u>	<u>\$289,428</u>	
	<u>\$305,988 x 1.15 =</u>	<u>\$ 351,886</u>

The total revised fee is \$1,369,351 which is covered by the balance of TRMA's Contract Fee.

19-0724

**AGREEMENT BETWEEN THE GUAM DEPARTMENT OF EDUCATION
AND TANIGUCHI RUTH MAKIO ARCHITECTS FOR SERVICES
PURSUANT TO GDOE RFP 006-2020**

THIS AGREEMENT is entered into by and between the **GUAM DEPARTMENT OF EDUCATION ("GDOE")**, an agency of the government of Guam, whose address is 501 Mariner Avenue, Barrigada, Guam 96913, and **TANIGUCHI RUTH MAKIO ARCHITECTS ("Contractor")**, whose address is **P.O. BOX EA, Hagatna, Guam 96932** (collectively referred to as "Parties").

WHEREAS, GDOE issued Request for Proposal ("RFP") **006-2020** for Architectural and Engineering Services, attached herewith as **Exhibit 1**;

WHEREAS, GDOE has determined it does not have adequate personnel or resources to perform the services contemplated in this agreement and it is in the best interests of GDOE to have such services performed under contract;

WHEREAS, Contractor responded to the RFP by submitting a proposal ("Proposal") to provide services in accordance with the RFP, and was selected as the most qualified offeror;

WHEREAS, by submitting its Proposal, Contractor warrants and represents that it possesses the necessary knowledge, resources and experience to perform the work and services herein described professionally, skillfully and diligently; and

WHEREAS, GDOE desires to retain Contractor for specific services on the terms and conditions set forth in this Agreement and Contractor has agreed to accept such terms and conditions;

WITNESSETH, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

I. Statement of Services to be Performed.

A. Scope of Work. The Contractor shall provide professional services for the GDOE, as described in **RFP 006-2020** and the **Contractor's Cost Proposal**. The **Contractor's Cost Proposal** is attached herein as **Exhibit 2**. Specified dates for performance of tasks may be amended by written agreement between GDOE and Contractor's authorized representative. Contractor shall provide status reports on the services performed as required under this Agreement or more frequently as requested by GDOE. Contractor recognizes that failure to perform any services required under this Agreement per the terms and conditions herein constitutes a material breach of this Agreement.

B. Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the services and work provided for in this Agreement. Contractor represents that it and its employees possess the professional and technical expertise necessary to perform the services called for in this Agreement in a competent, professional manner, in line with the services of a typical Contractor

engaged in the same and similar field as Contractor herein. GDOE may, in its sole discretion and based upon availability, provide staff assistance to Contractor in furtherance of this Agreement. The Contractor shall insure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.

C. Other Work. GDOE acknowledges and agrees that Contractor may provide services to other clients, persons or companies apart from the services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder the performance of services herein. In the event GDOE discovers or determines that the Contractor is providing services to a third party which conflicts with or hinders the performance of services under this Agreement, Contractor must immediately cease performing those third party services upon being provided written notice by GDOE and GDOE may invoke any further available remedies under the terms of this Agreement.

D. Location of Services. Contractor may perform the services under this Agreement at any suitable location as approved by GDOE.

II. Term of Agreement.

A. This Agreement shall be effective upon its full execution by all necessary parties until **December 31, 2025**.

B. This Agreement will be cancelled if funds are not appropriated or otherwise made available to support continuation after this fiscal year. GDOE shall provide timely notice if funds are not available for continuation of contract beyond the fiscal year. In the event of cancellation due to unavailability of funds, Contractor will be reimbursed unamortized, reasonably incurred, non-recurring costs.

III. Compensation.

A. Compensation. Compensation for Services: This contract is a fixed firm price contract. Contractor shall receive compensation from GDOE for the Services as provided for in the **Contractor's Cost Proposal** attached herein as **Exhibit 2** to this Agreement and in the amount of **Five Million Six Hundred Ninety-Five Thousand Six Hundred Thirty-Six Dollars and Twenty Cents (\$5,695,636.20)**, unless agreed upon in writing between the Superintendent of GDOE and Contractor's authorized representative and subject to the availability of funds.

Payment shall be made upon the completion of each service described herein and approval by GDOE of each invoice submitted by Contractor.

B. Expenses. Contractor shall be solely responsible for all expenses incurred in the performance of services under this Agreement unless otherwise expressly provided for herein.

C. No Compensation Prior to Approval of Agreement. GDOE shall not be liable to Contractor for any services performed by Contractor prior to full execution of this Agreement by all parties, and Contractor expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.

D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Contractor under this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall execute and deliver to GDOE a release in form approved by GDOE of claims against GDOE arising under this Agreement. Contractor expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

E. Payment. All rates and prices and payments to the Contractor shall be in the currency of the United States.

IV. Early Termination.

A. By GDOE. GDOE reserves the right to cancel or terminate this Agreement prior to its completion for reasons including, but not limited to, the following:

(i) Termination without Cause: GDOE may terminate this Agreement, without cause, upon the delivery of written notice to the Contractor at least thirty (30) days prior to the intended date of termination;

(ii) Termination in the Best Interest of the Government of Guam: GDOE may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Contractor and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Contractor's successful completion of services under this Agreement to the satisfaction of GDOE.

(iii) Termination for Cause/Default: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such

officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(iv) Termination for Convenience. The GDOE procurement officer may, when the interests of GDOE so require, terminate this contract in whole or in part, for the convenience of GDOE. The procurement officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The procurement officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to GDOE. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 GAR §3118. If the Contractor fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the Contractor, if at all, an amount set in accordance with this section. The procurement officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GDOE and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Contractor the following amounts: with respect to all contract work performed prior to the effective date of the termination, the total, without duplication of any items, of: (a) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amount paid or to be paid for completed portions of such work; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss; (b) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

B. By Contractor.

(i) **Termination for Cause:** Contractor shall notify GDOE in writing of deficiencies or default in the performance of GDOE's duties under this Agreement. GDOE shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Contractor (said extension not to be unreasonably denied). Upon 60 days' written notice of Contractor's termination of this Agreement for cause, the Contractor shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and GDOE shall have no obligations to Contractor. The Contractor shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

C. Termination/Modification for Lack of Funds. GDOE may terminate or modify this Agreement based upon a lack of funding. In such an event, GDOE shall promptly provide notice to Contractor and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.

D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from GDOE, the Contractor shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Contractor in which GDOE has an interest.

E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GDOE may issue a new Request for Proposal with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

V. Contact Person. The Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible to the questions and direction of GDOE. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. GDOE reserves the right to request replacement of the contact person designated by the Contractor under this Agreement.

VI. Confidentiality.

A. Information. The Contractor hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, electronic or digital media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All

necessary steps shall be taken by the Contractor to safeguard the confidentiality of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Contractor shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by GDOE. All of the Information shall be returned promptly after use to GDOE and all copies or derivations of the Information shall be physically and/or electronically destroyed. Contractor shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Contractor shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of GDOE, and then only if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. Liability. Failure to comply with the provisions of Paragraph A shall subject the Contractor to liability, including all damages and injunctive relief.

VII. Conflicts of Interests/Ethics

A. The Contractor warrants and covenants that it has not violated and will not violate Guam's procurement law or regulations pertaining to ethics in public contracting.

B. It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Contractor is a material breach of this Agreement and shall entitle GDOE to immediately terminate this Agreement. Contractor agrees that in the event of a breach or violation of this Section, GDOE shall have the right to terminate this or any other Agreement with the Contractor without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Contractor agrees that with respect to any subcontractor it engages to perform any work contemplated by this Agreement that any Agreements it enters into with such subcontractor(s) will include provisions which parallel this Section VII and shall require any subcontractor to execute a statement of no conflict of interests to GDOE and provide such statement to GDOE.

VIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

IX. Severability. If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.

X. Survival of Warranties. All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.

XI. Fees and Expenses. Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

XII. Notices. All invoices, reports, correspondence, notices, requests, demands and other communications hereunder shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be effected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO GDOE:	GUAM DEPARTMENT OF EDUCATION
	Attention: ADMINISTRATOR
	Office of Supply Management
	501 Mariner Avenue
	Barrigada, Guam 96913

With a copy to GDOE's Legal Counsel of Record.

TO CONTRACTOR:	TANIGUCHI RUTH MAKIO ARCHITECTS
	P.O. BOX EA, Hagatna, Guam 96932

XIII. Assignment/Subcontractors. It is expressly acknowledged that Contractor is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Contractor utilizes one or more subcontractors for such purpose. The right and interest of Contractor under this Agreement (including, but not limited to, Contractor's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of

GDOE. In the event of a permissive subcontract or assignment of this Agreement by Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement.

XIV. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

XV. Scope of Agreement. This Agreement and its attachments, the RFP, and Proposal collectively: (i) supersede any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Contractor and GDOE each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

XVI. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

XVII. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

XVIII. Governing Law and Forum Selection. Except to the extent U.S. federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of this Agreement. Any court action shall be exclusively in Guam.

XIX. Compliance with Laws.

A. **In General.** The Contractor shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Contractor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

B. **Non-Discrimination in Employment.** The Contractor agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. Contractor shall comply with all conditions and requirements of Guam Law, including but not limited to Title 22 Chapter 5 Guam Employment Relations Act of the Guam Code Annotated (GCA).

C. **Family and Educational Rights and Privacy Act.**

Contractor acknowledges that certain information about GDOE students may be considered Education Records and that this information must be confidential by reason of the

Family and Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and related regulations (collectively referred to as "FERPA"). Both parties agree to protect these records in accordance with FERPA and any relevant GDOE policy or standard operating procedure. Contractor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by the Contract, (b) required by law, or (c) otherwise authorized by GDOE in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of the Contract. Contractor agrees to provide GDOE with a written summary of the procedures Contractor uses to safeguard the FERPA Records.

Contractor will have procedures and solutions implemented to prevent unauthorized access, and the procedures will be documented and available for GDOE to review on request. Those employees allowed to send data and receive data to and from the Contractor must be identified and sign a non-disclosure agreement.

Accidental exposures of data covered by the Contract to unauthorized persons will result in the Contractor notifying GDOE within four (4) hours of discovery; failure to do will be considered a material breach of the Contract. Notification to those whose data have been exposed will occur, at Contractor's sole expense, by GDOE.

Within thirty (30) days after the termination or expiration of the term of the Contract for any reason, Contractor shall either: (a) return or destroy, as applicable, all sensitive data, including any data protected under FERPA, provided to the Contractor by GDOE, including all sensitive data, including any data protected under FERPA, provided to Contractor's employees, subcontractors, agents, or other affiliated persons or entities; or (b) in the event that returning or destroying the sensitive data, including any data protected under FERPA, is not feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the Contractor must continue to protect all sensitive data, including any data protected under FERPA, that it retains and agree to limit further uses and disclosures of such data to those purposes that make the return or destruction not feasible as Contractor maintains such sensitive data, including any data protected under FERPA.

Contractor's computer(s) must be protected by acceptable industry practices for antivirus, firewalls, and network and system intrusion detections systems, which may be periodically tested by GDOE personnel.

XX. Retention and Access to Records and Other Review. The Contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services performed and costs incurred, and to make such materials available at its respective offices at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the Agreement, for inspection by GDOE. GDOE agrees to comply with reasonable requests of Contractor to provide access to all documents

and GDOE property reasonably necessary to the performance of Contractor's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

XXI. Liability.

A. GDOE not Liable. GDOE assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Contractor and/or the Contractor's officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GDOE. In addition, no Board member, officer, agent, or employee of GDOE shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GDOE assumes no liability for any accident or injury that may occur to Contractor's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

XXII. Delays, Extensions and Suspensions. GDOE unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of GDOE. The Contractor agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Contractor's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

XXIII. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions. GDOE shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Contractor. GDOE shall have the power to make changes in the Agreement and to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. GDOE shall

give the Contractor notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event GDOE materially alters the obligations of the Contractor, or the benefits to GDOE, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or GDOE shall be entitled to an adjustment in the rates and charges established under the Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GDOE and the Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GDOE and the Contractor shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

XXIV. Independent Contractor and its Employees.

A. Status of Contractor. The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for GDOE, and are not employees of GDOE. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GDOE at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and GDOE a relationship of partnership, agency, association, joint, venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GDOE for the Contractor.

B. Liability. The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement. Furthermore, Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under

U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Contractor agrees to hold harmless and indemnify GDOE, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Contractor or Contractor's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or (ii) Contractor's failure to comply with terms of this subparagraph B.

C. Wage and Benefits Compliance. Contractor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Contractor assumes all liability for, and hereby indemnifies GDOE from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits.

XXV. Disclosure. The Contractor hereby represents that it has disclosed to GDOE all matters regarding Contractor which if not disclosed to GDOE would materially affect GDOE's decision to enter into this Agreement with Contractor.

XXVI. Disposition of Property and Materials; Intellectual Property Rights.

A. All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise ("Work Product") which are produced by reason of this Agreement shall be and remain the property of GDOE, regardless of whether Contractor is in possession of such Work Product, and may be used by GDOE without permission from Contractor and without any additional costs to GDOE. GDOE understands and acknowledges that Contractor, through its employees, has knowledge, experience and expertise in performing work and analysis of the type to be provided under this Agreement, which has been acquired over a substantial number of years prior to entering into this Agreement ("Contractor Background Intellectual Property"). Contractor shall retain all rights to such Contractor Background Intellectual Property. Nothing in this Agreement shall confer any right to GDOE to acquire by assignment or license, exclusive ownership or use of Contractor Background Intellectual Property.

B. All Work Products, including any and all intellectual property rights in said Work Product, arising out of the Agreement shall be the sole and exclusive property of GDOE. Contractor explicitly acknowledges that GDOE possesses exclusive rights to the Work Product arising out of this Agreement. Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of GDOE.

XXVII. Mandatory Representations by Contractor:

A. **Persons Convicted of Sex Offense.** Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam

Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Contractor while on government of Guam property, with the exception of public highways. If any employee of Contractor is providing services on government property and is convicted subsequent to an award of a contract, then Contractor warrants that it will notify GDOE of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Contractor is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four (24) hours of notice from GDOE, and Contractor shall notify GDOE when action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend this agreement.

B. **Gratuities and Kickbacks.** Contractor warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107.

C. **Contingent Fees.** Contractor warrants it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies.

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

XXVIII. Disputes.

a. In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any event the Contractor shall proceed diligently with the performance of the

contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

b. Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

XXIX. Attachments, Exhibits, Schedules, and Entire Agreement. This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

XXX. Computation of Time. Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

XXXI. Partial Invalidity. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

XXXII. Amendments/Modifications. Any amendment or modification to this Agreement will be effective only if it is in writing and signed by both parties.

A. **Changes To Work.** Any modifications to the services or equipment to be delivered pursuant to this Agreement, and the compensation therefor, may be made by a written Change Order signed by an authorized representative of GDOE and Contractor. A Change Order may only be made on the conditions that the work to be performed by a Change Order is not inconsistent with the scope of work under this Agreement, and that where there is an increase in the costs for services, GDOE shall certify in writing that funds are available for the increased costs prior to such Change Order becoming effective.

B. **Extension of Time to Perform Services.** This Agreement may be modified to extend time for Contractor to perform services upon writing signed by GDOE and Contractor. A modification to extend time to perform services under this Agreement may only be made on the condition that such modification shall not increase the costs for services hereunder.

19-0724 

Agreement Between GDOE and Taniguchi Ruth Makio Architects - GDOE RFP 006-2020


IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year appearing below their respective signatures.

GUAM DEPARTMENT OF EDUCATION:


JON J.P. FERNANDEZ
Superintendent of Education

Date: SEP 11 2020

**TANIGUCHI RUTH MAKIO
ARCHITECTS:**


By: PRES. MAKIO MAKIO
Its: PRESIDENT

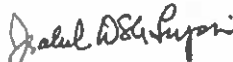
Date: 9/10/2020

GUAM DEPARTMENT OF EDUCATION:


JAMES L.G. STAKE
Legal Counsel

Date: 09/10/20

CERTIFIED FUNDS AVAILABLE:


Digitally signed by: J. Stake
DN: CN = J. Stake, email = jstake@doe.net
/ O = AD O = GDOE OU = Certifying Officer
Date: 2020.09.10 18:01 S+10'00'

CERTIFYING OFFICER
Department of Education

Date: 9/10/2020

Requisition No. 20200153
AMOUNT: \$5,695,636.20

REVIEWED BY:


CARMEN T. CHARFAUROS
Supply Management Administrator

Date: 9/10/2020

APPROVED AS TO FORM AND LEGALITY: APPROVED:


LEEVIN T. CAMACHO
Attorney General of Guam

Date: 9/28/20


LOURDES LEON GUERRERO
Governor of Guam

Date: 9/30/2020

19-0724 DOE

RECEIVED
09/30/20
OFFICE OF THE ATTORNEY GENERAL
SOLICITORS DIVISION

**AGREEMENT BETWEEN THE GUAM DEPARTMENT OF EDUCATION AND
TANIGUCHI RUTH MAKIO ARCHITECTS FOR SERVICES PURSUANT TO GDOE
RFP006-2020**

EXHIBIT 1

GDOE RFP 006-2020 and all Amendments

(Referenced on page 1 of 15)



ARCHITECTURAL AND ENGINEERING
SERVICES FOR THE NEW SIMON
SANCHEZ HIGH SCHOOL

Request for Proposal

No. 006-2020

Guam Department of Education

Supply Management Office

501 MARINER AVENUE, SUITE 116

BARRIGADA, GUAM 96913

T: +1 (671) 475-0438 / +1 (671) 300-1581

F: +1 (671) 472-5001

www.gdoe.net/procurement

CARMEN T. CHARFAUROS

Supply Management Administrator

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Section 1 - REQUEST FOR PROPOSAL (RFP) TIMELINE

1.1. REQUEST FOR PROPOSAL (RFP) TIMELINE

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Friday, December 13, 2019	RFP Issuance	8:00 a.m. Chamorro Standard Time (ChST)
Wednesday, December 18, 2019	Pre-Proposal Conference and Site Visit	9:00 a.m. Chamorro Standard Time (ChST)
Thursday, December 26, 2019	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Friday, January 03, 2020	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Monday, January 13, 2020	Deadline for Submission of Proposal	3:00 p.m. Chamorro Standard Time (ChST)

Request for Proposal (RFP) packages may be obtained at the GDOE's Office of Supply Management in Barrigada, Guam between 8:00 a.m. and 5:00 p.m. from Monday through Friday, excluding holidays. The RFP may also be downloaded at the GDOE's website at www.gdoe.net/procurement. Deadline for submission of all proposals is 3:00 p.m. Chamorro Standard Time (ChST), Monday, January 13, 2020. A non-refundable fee of \$10.00 (cash only) is required upon pick-up.

Section 2 - PROJECT DESCRIPTION

2.1. PROJECT TITLE

GDOE RFP 006-2020 ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW SIMON SANCHEZ HIGH SCHOOL

2.2. PURPOSE

The Guam Department of Education (GDOE/Owner) is soliciting proposals from qualified firms to provide Architectural and Engineering (A&E) Services and Owner Agent Engineer (OAE) Services to initiate the planning of the new Simon Sanchez High School as mandated by P.L. 34-101 and as reflected in 5GCA, CH 58D §58D105. The selected firm will perform as GDOE's A&E Design Representative, providing design and construction administration services and as GDOE's OAE for the administrative coordination of the predevelopment phases and plans of this project.

The new Simon Sanchez High School Facility shall be designed and constructed in two stages. Stage one shall consist of the design of the new school within the "unoccupied" area of the 113,688sm (28.09 Acre) Property (Lot 7022-2). Stage two shall consist of a demolition design of the existing campus (excluding the cafeteria) and a design of the new sports facility. The Firm shall develop design plans with construction sequences to ensure continuous undisturbed operation of the existing Simon Sanchez High School Facility during the entire project duration to include the timing and sequence for the demolition of the existing building and construction of the new sports facility. Construction cost of the new school facility will be discussed with the Most Qualified Offeror during the negotiations phase.

Term of Service will be based on the pre-development, design phase, construction, and the one-year construction warranty period not to exceed five years.

The Firm must possess a Certificate of Registration (COR) or Certificate of Authorization (COA) issued by the Guam Professional Engineers, Architects, and Land Surveyors (PEALS) Board in accordance with 22 GCA, CH 32. The Firm must maintain a local office inclusive of subs, must be properly insured and licensed to practice architecture and engineering in Guam and must maintain Professional Liability Insurance for the duration of the project.

A&E services shall be performed by an independent party on a standalone basis. A&E Services shall be independent from the Construction Management Services (CM) and shall not self-perform any services of the CM or be allowed to bid on any CM work. This includes the prohibition of any direct or indirect relationship with the Construction phase.

2.3. PROJECT DESCRIPTION

Prospective Offeror(s) must be fully aware of the services GDOE is seeking and must have the capabilities to execute the scope of service and the required deliverables stated herein. Section 2.3.2 to §2.3.2.4 identifies performance expectations for design deliverables at each phase of the design lifecycle. The design phase can be classified as (1) Conceptual Design (30 percent design completion); (2) Preliminary Schematic Design (60 percent completion); (3) Design Development (90% completion); (4) Final Design (100 percent completion). The following table identifies the sections and the corresponding percentages.

2.3.2.1 Research, Programing and Concept Design Phase -----	30%
2.3.2.2 Preliminary Schematic Design Phase -----	60%
2.3.2.3 Design Development Phase -----	90%
2.3.2.4 Final Construction Design, Construction Documentation, Permitting And Bidding Phase Preparation -----	100%

The Firm shall serve as the primary designer, the administrative consultant and the representative to the owner (GDOE) and shall implement and coordinate the planning, design and construction administration services for the new Simon Sanchez High School. Services shall also include coordination with educational staff and key stakeholders in the predevelopment preparation of the design, construction, project phase schedule, cost estimates, preliminary studies, schematic design documents, preliminary plans and outline specifications, completion of working drawings, detailed specifications, large scale and full size detail drawings and the drafting of construction bid proposal as well as other relevant proposals as directed by the owner.

The Firm will be tasked to provide architectural and engineering services, which include civil, structural, mechanical, electrical, plumbing, fire protection, physical and electronic security systems as well as other authorized specialty services as deemed appropriate throughout the contract term.

A complete certified survey property map that depicts written metes and bounds description, topography and a scaled property plot plan will be provided to the Firm.

Any person, corporation, partnership, or association providing services under the heading of 'Firm' shall be required to have the following services performed by engineers, architects duly registered in the Territory of Guam. Such services shall fall under the broad definition of engineering and architecture.

The Firm is anticipated to conduct the following (but not limited to) proposed services as required:

- Site investigations
- Environmental Review
- Geotechnical Service
- Off-Site Utilities considerations
- Site improvement assessments
- Preparation of construction drawings, specifications and cost estimates
- Facility assessment reports
- Contractor material submittal review and approval
- Construction as-built drawings preparation
- Development of Furniture, Fixtures & Equipment (FF&E) needs
- Development of Capital Maintenance Program (5GCA Ch.58D)

2.3.1. GENERAL REQUIREMENTS

At minimum, the Firm will be responsible for the following tasks (in no particular order):

- A. Meet and collaborate with the owner, and educational staff (key stakeholders) to review the goals and objectives of the project. This will involve engaging with GDOE Management, GDOE Simon Sanchez planning committee and Key Stakeholders in the prerequisites of designing the new campus.
- B. Work with key stakeholders to develop designs that meet the educational specifications and programmatic needs while fully complying with building codes and maximizing cost.
- C. Continual review of design documents and confirm conformance to the approved project budget.
- D. Perform 30%, 60%, 90% and 100% operability and maintainability reviews to assess whether the design meets GDOE's requirements. As needed, the review will include recommended steps for keeping current campus facility operational during construction.
- E. Engage GDOE and key stakeholders in the review process and keep them informed of critical milestone risks and potential risks to project objectives.
- F. Prepare and manage the FF&E process with GDOE and Stakeholders to include identification of FF&E items, specifications, and quantity. This includes the organization of Owner Furnished Contractor Installed (OFCI), Contractor Furnished Contractor Installed (CFCI) FF&Es.
- G. Organize regularly scheduled project team meetings with the Owner.
- H. Prepare multiple Conceptual Design options, including preliminary programming, floor plans, elevations, site plans, alternative materials, systems recommendations, including life-cycle maintenance and energy efficiency.
- I. Provide technical and constructability reviews of the design percentages at 30%, 60%, 90% and 100%.
- J. Prepare Schematic Designs in CAD format to define and address all requirements determined from the conceptual designs as required in order to communicate the scope and intent of the work and to estimate cost.
- K. Prepare Design Development plans and specifications to further define the details of the project as required and to update the estimated cost.
- L. Prepare Construction Documents including detailed plans, specifications and bidding documents that clearly define the character, quality and quantity of work to be constructed for all disciplines.
- M. Assist the Owner in Bid Package development for the finance and construction of the new Simon Sanchez High School to include specifications and scope of work/services development for financing and construction to include the analysis of submissions, conduction of pre-award conferences, and assist the negotiation committee as needed in the technical aspects of offers and other related activities as required by the owner.
- N. Prepare progress and photo reports, record keeping, and other reports requested by the Owner.
- O. Conduct site visits at intervals appropriate to the stage of construction.
- P. Attend and participate in all Guam Education Board (GEB), Legislative Work Sessions/Meetings/Oversight Hearings, and Key Stakeholder Committee Meetings pertaining to the development of the New Simon Sanchez High School. This includes preparation of all documentation, presentations, Design and Construction Status and other necessary information to provide general understanding to the target audience.

- Q. Include all requirements of other agencies as applicable (flood management, hazardous materials testing and remediation, etc.).
- R. Perform as Commissioning Agent during construction and close-out phases.
- S. Work with Construction Manager (CM) during design, construction and close-out phases.
- T. Prepare a Capital Maintenance Program (SGCA, CH 58D, 58D106 (c)).
- U. Perform all other related work as required by the Owner.

2.3.2. DETAILED SCOPE OF SERVICES

2.3.2.1. RESEARCH, PROGRAMMING AND CONCEPT DESIGN PHASE

This establishes overall direction for the Project, identifies participants and their defined roles and responsibilities, defines communication protocol and decision-making procedures, and establishes budget and schedule guidelines.

A. Research

1. Identify high level vision, goals, and objectives for the Project by conducting visioning/programming workshop(s) and interviews with the owner and key stakeholders.
2. Identify and document space and program needs to support efficient operations.
3. Identify energy efficient methods to support efficient operations.
4. Define strategies and available/required research to support these requirements.
5. Coordinate and attend site visits with key members of your design team to tour comparable existing facilities if the Owner elects to do so during this phase. Facilities will be collaboratively selected together with Owner's team.

B. Programming and Conceptual Design

1. The Firm shall review and utilize any relevant existing information available in all work performed, except that, the Firm shall be responsible for verifying any information prior to utilization. The Firm shall prepare and present conceptual design to demonstrate understanding of the conceptual program and propose ideas and options about appropriate design solutions.
2. The Firm shall coordinate and document square footage requirements of the spaces for the functions and program elements. At the conclusion of this phase, the Firm shall submit several conceptual plans and architectural program to the Owner for review, selection, and approval as the base for moving forward into Schematic Design. The Firm shall also submit a letter of concurrence and/or acceptance of the current and/or revised program.
3. The Firm shall develop and utilize space adjacency diagrams to demonstrate the relationship between spaces. The Firm shall develop and review the program thoroughly and recommend appropriate adjustments. Updates to the program shall be clearly documented tracking where changes are made and submitted to the Owner for final approval.
4. The Firm shall compile a preliminary list of specialized equipment and FF&E's. The list shall delineate the needs and objectives.
5. The Firm shall furnish all program verification information and preliminary list of specialized equipment, FF&E's and a detailed Project budget to the Owner.
6. The new Simon Sanchez High School is anticipated to accommodate a student capacity of up to 2,300 students and may contain up to 122 classrooms. The Firm shall compile all relevant information gathered from research and collaborations with the owner and key stakeholder to determine the concept design. The information gathered may result in student capacity and classroom quantity reduction. The new school facility may consist of but is not limited to the following:
 - a. 122 Classrooms
 - b. Administrative and Student Support Offices
 - c. Cafeteria
 - d. Gymnasium
 - e. Library
 - f. Fine Arts Auditorium
 - g. Multi-purpose Room
 - h. Courtyard/Rotunda
 - i. Staff and Student Parking
 - j. Outdoor Sports Facilities
 - Track and Field
 - Multi-Sport Football/Soccer Field
 - 8 Lane Running Track
 - Baseball and Softball Fields

C. Phasing, Demolition and Grading Plans

The Phasing, Demolition, and Grading Plans will include:

1. Site Plan clearly delineating the area of work, phasing strategy and demolition extent of Stage One and Stage Two of the New School Facility.
2. Demolition and Grading plans with a statement of work clearly specifying the scope of Work included ensuring continuous undisturbed operation of the existing School Facility during the entire project duration, and the timing and sequence for the demolition of the existing campus buildings.
3. Integration of site remediation plans and specifications prepared with environmental consultant.

In addition, the Firm will be responsible to coordinate and submit all required documents for the initial grading permit to Authorities Having Jurisdiction (AHJ) as well as the following:

1. Completion of the permit application form and obtaining permit approval with the Guam Department of Public Works Building Permit Section and any other applicable AHJ's as required.
2. Coordination of the remediation, demolition and grading plans with the structural plans/details and Geotechnical report recommendations.

2.3.2.2. PRELIMINARY SCHEMATIC DESIGN PHASE

This phase will define the overall design for the Project, provide a baseline through Design Development, and serve as a beginning template for the final Construction Documentation. The Firm will work with the Owner to develop schematic plans and 3D drawings to visualize the design. Initial plans and 3D design will address such issues as orientation, interior program needs, sightlines, building access, circulation, and code/regulatory requirements, etc.

The Construction Management (CM) will be selected during early design stages. Upon selection of the CM the Firm shall organize in collaboration with the Owner and CM a partnering workshop for all relevant stakeholders to establish the collaboration process and project communication protocol to facilitate successful delivery of the Project.

This phase is expected to end with a clear design direction that includes a design presented in 3D model showing the building shells and associated functional components to enable use and coordination by the CM. Mechanical, Electrical and Plumbing (MEP) design shall also be incorporated to indicate how the building systems integrate with the architectural design. The deliverables shall include finalized floor plans with all program spaces defined and appropriately sized and located. Detailed circulation plans for students, patrons, staff, security, and emergency vehicles shall be defined during this phase. Finishes and general furnishings shall also be defined for further refinement in the design development phase. The Firm shall coordinate with the CM to develop a preliminary cost model based on the schematic design for pre-construction reviews.

A. Mechanical Electrical Plumbing (MEP) Engineering Design

The MEP engineers on the team shall develop a complete integral design to achieve energy and cooling efficiency as required on the Project, including but not limited to the HVAC, electrical, domestic plumbing, sanitary sewer, roof drainage, and fire protection systems. The MEP engineers will coordinate heating, cooling and lighting loads incorporating high efficiency energy measures and taking into consideration the exterior skin design and orientation during the design. The MEP engineers shall where possible design for automated controls to minimize the amount of energy required to cool and light up the building, and investigate into the potential of taking advantage of natural ventilation and automatic dimming of electric lighting based on the amount of available daylight. The MEP engineers shall also be responsible for coordinating with the subcontractors for utility service connections for new site and building services.

B. Analysis of Structural Systems

Develop an analysis of structural system options for the Project, considering availability of materials, lead times, cost, and schedule. This task includes a deliverable in the form of a description of alternatives, and a cost analysis of various structural systems.

C. Acoustics

Develop acoustical requirements in conformance with Local and Federal and other applicable regulations for all spaces within the Project. Provide recommendations on criteria to the Owner and strategies for ensuring that criteria have been achieved. Provide plan for integrating acoustical requirements into the final bid documents and for overall quality control plan to ensure that acoustical criteria are achieved.

D. Security

Develop security concepts for both physical and electronic systems, and review with the Owner and relevant stakeholders. Establish a quality control plan to ensure that the security requirements are achieved, and that the Owner and relevant stakeholders have an active role in reviewing the security design from concept through construction, commissioning, and transition.

E. Other Schematic Design Tasks

1. Organize in collaboration with the Owner and CM a partnering workshop for all relevant stakeholders to establish the collaboration process and project communication protocol to facilitate successful delivery of the Project.
2. Coordinate/lead design presentations to Guam Education Board (GEB), Legislative Work Sessions/Meetings/Oversite Hearings, and Key Stakeholder Committee Meetings and the public as required.
3. Gather, coordinate site information needed to support the design e.g. soil condition, topography, flood plains, utilities, etc. Resolve site issues.
4. Identify applicable codes and Authorities Having Jurisdiction for approvals on the Project to include coordination of preliminary reviews. Assist in obtaining necessary approvals from these agencies to include the application of 1GCA Chapter 8, Article 2 Arts in Public Buildings and Facilities.
5. Coordinate work of all other specialists either as sub-consultants or consultants as required to successfully complete the Project.
6. Research and develop strategy for applicable energy-saving programs (e.g. Savings by Design, photovoltaic rebate, etc.) Assist the Owner to register the Project for applicable programs.
7. Obtain written approval from the Owner on the final Schematic Design package before proceeding to Design Development Phase.

2.3.2.3. DESIGN DEVELOPMENT PHASE

The Firm shall work closely with the Architectural, Structural, Civil and MEP engineers to provide detailed Design Development documents as required to fix and describe the size and character of the entire Project as to civil, landscape, architectural, structural, mechanical, plumbing, electrical, fire sprinkler, fire alarm and other applicable building systems, materials, and other such elements as may be appropriate to establish the exact character for the final design. At the end of this phase, at a minimum the following should be finalized and defined:

- A. A fully coordinate design with all disciplines (Structural, MEP, Fire Sprinkler, Landscape) and including space for building services such as fire alarm, IT, AV, Security all modeled and coordinated with architectural spaces and the reflected ceiling plans. Clash detection should be regularly performed and resolved for multi-disciplinary coordination.
- B. Final floor plans indicating wall types (to establish materials, fire rating, full/ceiling heights and acoustical rating, etc.), exterior and interior elevations (to show openings, doors and glazing systems, etc.), wall and building sections, and construction details.
- C. Interior Space/Furniture Plan, including Fixed and Loose Furniture systems design and specifications.
- D. Building sections and exterior wall sections developed indicating exterior materials and glazing systems.
- E. Roof plan indicating any space for rooftop equipment, and pads.
- F. Schedule of doors, frames, windows and hardware developed and clearly indicated on plans.
- G. Detail sketches for the design of custom features and schedule of finishes for all spaces throughout.
- H. Reflected ceiling plans (RCP) with ceiling materials defined and lighting design complete.
- I. Integration of and with HVAC, Mechanical, Plumbing, Electrical, Fire Protection, AV/Phone and Security Systems.
- J. Structural drawings illustrating the general structural design of the structure including structural framing, foundation, lateral support concept and special area treatments and feature designs.
- K. Site and civil plans indicating grading/drainage, site utilities, hardscape, landscape and landscape furniture coordinated with the building, parking and access requirements.
- L. Landscape and irrigation plans coordinated with civil finish grades and drainage, planting and ground cover coordinated with building and site furnishings.
- M. Landscape paving and layout plans.
- N. All equipment (and FF&E) plans.
- O. Lighting photometric.
- P. An outline specification including information from all the sub-consultants.
- Q. Develop security concept package with cut sheets to include doors, locks, windows, glazing, cameras, lights, public address, bell system, alarms, communications, monitoring, and equipment.
- R. Assist in selection of materials appropriate for the functions of the spaces.

Coordinate the design documentation including the following:

- A. Mechanical zoning plan and volumes.
- B. Mechanical equipment schedules and system diagrams.
- C. Mechanical plan including equipment, duct and wet piping distribution.
- D. Detailed mechanical plans for IDF/MDF rooms and other MEP spaces.
- E. Electrical single line diagram.
- F. Electrical lighting plans and schedule and coordinated with architectural RCP.
- G. Electrical floor and roof plan with data outlets coordinated with all planned equipment. To include but not limited to; equipment location, electrical service, AV equipment and electrical connections, IDF/MDF services. All shall be coordinated with the Owners internal user groups. This should also coordinate with mechanical and plumbing systems equipment and with points of connection and power requirements.
- H. Electrical enlarged plans for electrical rooms, IDF/MDF room.
- I. Electrical site plan showing locations of Electrical transformers, site lighting, and connections.
- J. Plumbing equipment schedule and system diagrams.
- K. Plumbing plans coordinated with architectural floor plans, civil plans and any other requirements.
- L. Fire sprinkler plans coordinated with architectural floor plans, civil plans and any other requirements. Equipment schedules and system diagrams shall also be provided.
- M. Multi-disciplinary implementation strategy for energy-saving programs (e.g. Savings by Design, photovoltaic rebate, etc.) based on findings from Schematic Design. In addition to regular project coordination meetings, include also meetings to review finishes and custom features.

In addition to regular project coordination meetings, include also meetings to review finishes and custom features.

One presentation will be required at the end of this process so the Owner can review and approve the ultimate and final design in one complete package.

Throughout the design process the Firm shall work closely with the CM and Owner to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed.

2.3.2.4. FINAL CONSTRUCTION DESIGN, CONSTRUCTION DOCUMENTATION, PERMITTING AND BIDDING PHASE PREPARATION

The complete design and construction documents for bidding shall be appropriately produced in coordination with the bidding schedule (to be determined). The Firm will make effort to ensure that design milestones and other deliverables are achieved as scheduled and without delay.

A. Construction Documentation Package (Deliverables)

The Firm shall prepare Construction Documents as required to obtain required permit for construction and to allow the Government to obtain bids based on the established bidding schedule for the construction of the Project. These documents will require a high degree of coordination with all consulting engineers and other associated vendors. The design should be completely coordinated to support shop fabrication of all relevant components for the building to maximize the efficiency of the construction process and to save both time and money while maintaining the highest quality.

Construction Documentation will include at least:

- 1. Fully coordinated, dimensioned and detailed construction floor plans, reflected ceiling plans, roof plans, sections, exterior and interior elevations showing locations and types of materials, doors, windows, partitions, etc. with all associated schedules and complete specifications for all relevant scope.
- 2. Enlarged plans, sections and details for specialized areas such as science classrooms, library, cafeteria, Nurse station/patient area, restrooms/locker/shower rooms, gymnasium, maintenance/storage rooms, IDF/MDF rooms, etc.
- 3. Interior elevations as required to describe the design of specific design features and highly coordinated areas.
- 4. Exterior wall and building sections including intersection details.
- 5. Detailed design drawings to be used as reference in the fabrication and/or installation of interior finish or equipment.
- 6. Fully coordinated schedules for finishes, doors, hardware and windows.

7. Fully coordinated and detailed furniture and equipment plans and schedules. Coordinate and advise on lead times as required to meet the Project schedule.
8. Finish plans with symbols and legends and schedule of finishes showing locations of color and materials
9. Fully coordinated and detailed structural drawings and calculations.
10. Fully coordinated Mechanical, Electrical and Plumbing Drawing and calculations.
11. Fully coordinated and detailed Civil drawings clearly indicating the phasing of construction and demolition.
12. Fully coordinated and detailed landscape/hardscape and parking plans.
13. Specifications manuals for the above, including installation, performance and warranty requirements.
14. Other details and specifications as required.
15. Power and communication plans showing the types and locations of electrical, data, telecommunications outlets and AV equipment. This should be coordinated with the services engineers who will provide the specifications of each piece of equipment.
16. Coordination of IT, AV, Security, and Furniture requirements.
17. Coordination with all Design Documents including assembling sets for printing.

The Firm and their sub-consultants will prepare, for submission to the Owner for design review and sign-off at the required stages of the design. Full complement of documentation will also be provided for development applications for plan check by Guam Department of Public Works and appropriate governmental agencies/planning advisor etc. The Firm will respond to inquiries from governmental agencies during the permit process if required, and incorporate all applicable comments into their design.

Throughout the design process the Firm shall work closely with the Owner to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed. In case the cost estimate exceeds the budget, the Firm shall work diligently with the CM to update the design to meet the established budget.

Acceptance and approval of the Construction Documents by the Owner shall not constitute nor be deemed a release of the responsibilities and liability of the Firm and sub-consultants for the accuracy and competency of its Designs, Drawings, Specifications or other documents and services performed. No approvals or acceptance by or on behalf of the Owner shall be deemed to be an assumption of such responsibility by the Owner for any defect, error or omission in said Designs, Drawings, Specifications or other documents prepared by the Firm. The Firm agrees at its own expense to rework documents as necessary to correct its Designs, Drawings, Specifications or documents found to be in error.

B. Permitting and Bidding

The Firm will manage and coordinate the collection and distribution of all Contract Documents including Engineering Documents to the Guam Department of Public Works (DPW) Permitting Authority for building permit application and plan reviews. Permit applications will be submitted in two phases to ensure immediate occupancy of the new school facility and is not dependent on the completion of Stage Two (reference Section 2.2). Building Permit Phase 1 is the construction of the new school facility. Building Permit Phase 2 is the demolition of the existing facility and the construction of the new sports facility.

The Firm will work closely with the Owner to ensure an agreed bidding support process to maintain the ability to achieve all milestones timely without delay.

C. Other Tasks During This Phase:

1. Develop signage program and bidding documents.
2. Development interior/exterior color palette.
3. Provide final recommendations from acoustical consultant.
4. Develop a cost estimate of the design.
5. Review bids. Make recommendations to the Owner in writing for each bid.
6. Note: all corrections and revisions to drawings as a result of plan check reviews must be addressed with the Owner prior to the Owner signing the applicable construction documents.
7. Support the establishment of the Building Information Modeling (BIM) with the selected Construction Management Firm (CM).

2.3.2.5. CONSTRUCTION ADMINISTRATIVE SERVICES

During construction, the Firm will provide the following services and will actively participate in the field for:

- The Firm shall designate at least one representative available as needed during the construction phase to verify the construction's general conformance with the design intent of the Construction Documents and to address field coordination issues as they come up. The Firm's representative must be authorized to make design decisions.
- Review of submittals and shop drawings to verify conformance with design intent, finish specifications, and all manufacturers' details.
- Responses to the Bidders/Developer/Contractors/ Requests for Information (RFIs) and preparation of documentation for changes, clarifications, and interpretations to the Construction Documents as required.
- Review of applications for payment.
- Coordination required for the collection of design changes and as-built conditions for incorporation into the final record documents, inclusive of building signage. Record documentation must be provided to the Owner in the following formats:
 - o AutoCAD
 - o PDF
 - o Original source files in other native electronic formats (e.g. Excel, Word, PowerPoint, etc.)
 - o Hardcopies – Three (3) sets of full-size paper drawings (24"x36" or 30"x42")

A. Meeting Attendance

The following are the types of meetings expected to be attended by the Firm throughout the Project's construction duration:

1. Weekly Design Coordination Meeting between other members of the design team.
2. Weekly Owner/Contractor/Firm Meeting during each phase of the Project.
3. Any special coordination or change order meetings to resolve project challenges.

B. Document Distribution

The Firm shall be responsible for the printing and distribution of all copies of drawings and documentation required by Owner. Provide a budget allowance for reproduction with your fee proposal, assuming 10 copies for each major submission.

C. Transition Phase

1. During the Transition Phase, the Firm will need to be available in person or via telephone to answer questions by the Transition Team related to drawings and other documents.
2. Firm is required to coordinate training on equipment and systems to the Transition Team and selected staff, and all training shall be videotaped.
3. Firm shall coordinate with the County on the expected response times during the warranty period. No proprietary software can be used for deliverable.

2.4. PERSON'S RESPONSIBLE FOR DRAFTING SPECIFICATIONS

Randy P. Romero, Program Coordinator IV, Capital Improvement Projects, GDOE

Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION

3.1. GENERAL INSTRUCTIONS

Proposal submissions that do not comply with the instructions contained in this section and throughout this RFP may, at the discretion of GDOE, be deemed nonresponsive and disqualified from consideration for award.

3.1.1. COMMUNICATION REGARDING THE RFP

ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL OFFEROR WITH GDOE MUST BE MADE IN WRITING VIA EMAIL ADDRESSED TO KATHRINA O. BAYSON, BUYER SUPERVISOR II AT kobayson@gdoe.net or BY FACSIMILE AT 671-472-5001 OR BY HAND DELIVERY AT THE GDOE SUPPLY MANAGEMENT OFFICE. ALL WRITTEN COMMUNICATIONS MUST REFERENCE RFP 006-2020 IN THE SUBJECT OR REFERENCE LINE.

3.1.2. ACCEPTABLE FORMAT OF PROPOSALS

It is GDOE's intention to select an Offeror who is best qualified to provide the services being procured through this solicitation. *Offerors submitting proposals in response to this RFP must do so in writing.*

Each Proposal Package will consist of the Offeror's sealed Technical Proposal as described in Section 3.1.3 – PROPOSAL PACKAGE REQUIREMENTS.

The Proposal Package should be submitted in clearly marked and sealed envelopes or boxes and delivered to the address listed in Section 3.1.4 – TIME AND DATE FOR RECEIPT OF PROPOSALS.

The Proposal Package should be plainly marked as follows:

<p>The Guam Department of Education Request for Proposal No. 006-2020</p> <p>Offeror's Name: _____</p> <p>Offeror's Address: _____</p> <p>Submittal Date: ____/____/____</p> <p>Submittal Time: ____:____ a.m./p.m.</p> <p>Attention: KATHRINA O. BAYSON BUYER SUPERVISOR II</p>
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3.1.3. PROPOSAL PACKAGE REQUIREMENTS

Each Proposal Package will consist of the Offeror's Technical Proposal Submittal with all required forms, complete with original signatures and notarizations where necessary. The Offeror's Cost Proposal Submittal will be requested from the Best Qualified Offeror prior to Negotiations.

3.1.3.1. TECHNICAL PROPOSAL SUBMITTAL

The Technical Proposal should be submitted in a sealed envelope or box that is clearly marked "Technical Proposal" and must include **one (1) original** with all the required forms listed on Section 5 - FORMS REQUIRED IN RESPONSE TO RFP complete with original signatures and notarizations where necessary, **five (5) copies**, and **two (2) electronic copies** (CD or USB flash drive) containing the complete technical submittal.

The Technical Proposal should contain a thorough description of the Offeror's business and relevant activities and salient descriptions of the products and services being offered in response to this RFP. At a minimum, the Technical Proposal should demonstrate that the services meet the specifications contained in the following areas:

a. Cover Letter that includes:

- The name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
- The age of the offeror's business and average number of employees over a previous period of time, as specified in the Request for Proposals;

- The primary point of contact for the contract.
 - Statement on whether the firm is operating as an individual proprietorship, partnership, corporation, or a joint venture and identification of any and all sub consultants.
 - The state of incorporation of the firm and list and provide copies of all licenses obtained by the firm enabling it to operate.
- b. **Copies of the offeror's current Certificate of Registration or Certificate of Authorization issued by the Guam Professional Engineers, Architects, and Land Surveyors (PEALS) Board in accordance with 22 GCA, CH 32 and to be in compliance with P.L. 33-28 and the PEALS Board Rules and Regulations;**
- c. **The abilities, qualifications, experience and the role of all key person(s) that would be assigned to perform the services contained in this RFP. At minimum, the following information shall be included:**
- **Organizational Chart:** The organizational chart must include all Key Team Members and identify the relationships and duties of both the corporate staff and all proposed management and staff assigned to assist with the services under this RFP. The organizational chart must also include the labor category, and titles of all Key Team Members for this engagement and the firm they represent. In the event the Offeror's firm is a "joint venture/sub-consultant," the Offeror must indicate from which participating firm each Key Team Member originates. Present an organizational chart
- For the purposes of this engagement, a "Key Team Member" is a principal, partner or officer of the firm, or a project executive, project manager, senior principal identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement. Describe the proposed organizational and reporting structure of your team for this Project. If the Offeror is a "joint venture/sub-consultant", they must be included in a clear statement of responsibility associated with each member and/or entity.
- **Primary point of contact:** Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the GDOE and the offeror for all work under the contract. The manager candidate may be subject to the approval of GDOE:
 - Provide his/her resume and describe his/her qualifications
 - Explain why this person has been selected as the overall project coordinator/manager;
 - **Key personnel:** Provide the name(s), education, qualifications, experience, Certificate of Authorization, Certificate of Registration and the role of each key personnel assigned to perform the services under this RFP. At a minimum, if the offeror is an individual, the proposal should include a complete resume of the individual. If the offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspect of the project;
 - Firm's experience and techniques used to control costs and schedules;
 - Describe the current and forecasted workload of the personnel included in your proposal for this Project;
 - Role and time commitment (% availability) of each team member, based on a forty (40) hour work week;
- d. **A list of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past ten (10) years, which include each project's scope and location. Please provide a description of the experiences related to:**
- A&E Design Services provided.
 - A&E Design Services performed under contract with the Government of Guam.
 - A&E Design Services of large design projects equivalent to the services identified in this RFP.
 - Consulting Services Provided.
- e. **A detailed plan for performance of the services required by this RFP. The following information shall be included:**
- **Management Overview and Approach:**
The responding firm shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince GDOE that the firm understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully

complete the engagement. This narrative should convince GDOE that the firm's general approach and plans to undertake and complete the engagement are appropriate to the tasks involved.

The responding firm shall also set forth a detailed work plan indicating how each task in the Scope of Services will be accomplished. The responding firm shall also include a schedule which graphically depicts the milestone and benchmark dates for performing each task, for providing reports and presentations and the final recommendations.

Mere reiterations of the tasks and subtasks set forth in the Scope of Services are discouraged, as they do not provide insight into the firm's ability to complete the engagement. The firm's response to this section should be designed to convince GDOE that the firm's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable, and appropriate and that the firm's proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFP.

- **Project Approach**

- Describe your Firm's design philosophy and how it relates to this Project.
- Describe your Firm's methodology for completing this Project including coordination with stakeholders and the selected CM/GC. Indicate the number of meetings with the Owner and other consultants for each phase of the Project and the tasks/goals to be accomplished at each meeting. Specifically state who from your firm will attend each meeting and what their roles are.
- If sub-consultants will be utilized, explain your contractual relationship and each firm's specific responsibilities during each phase of the Project and clearly state the responsibilities of each individual proposed for each phase of the Project.
- Propose an overall Project schedule including each phase and proposed review time.
- Describe your proposed strategy for the phasing of this Project including measures to ensure continuous undisturbed operation of the existing Simon Sanchez High School during the entire project duration, and the timing and sequence for the demolition of the existing building and the construction of the new Sports Facility.
- Describe your firm's approach to determining the most efficient and cost effective structural and MEP systems for the Project. Identify your experience with various types of structural and MEP systems. Identify any unique opportunities for this Project related to these systems.
- Explain how you will coordinate with relevant and local agencies during the design and construction phase to ensure timely approvals.
- Present written assurances that if awarded the Project, the proposed team will be assigned for the entire duration of the Project. The Firm's team and associated sub-consultants to be employed in the performance of the Project shall not be changed except with the Owner's prior written acknowledgment and concurrence, which shall not be unreasonably withheld.

- f. **At least three (3) client references applicable to the scope of services, which include reference letters, contact names, telephone numbers and email addresses.**

All of the above requirements shall be clearly titled and placed in the same order above in the Offeror's proposal. Each proposal will be evaluated based on the Evaluation Criteria specified in **Section 3.2.1**. Proposals shall be submitted on 8 1/2 by 11 inch pages.

3.1.3.2. COST PROPOSAL SUBMITTAL

The Cost Proposal in the form of a Fee Proposal will be requested from the Best Qualified Offeror(s) prior to Negotiations.

3.1.4. TIME AND DATE FOR RECEIPT OF PROPOSALS

Proposals must be received by GDOE no later than:

TIME: **3:00 p.m. Chamorro Standard Time (ChST)**
DATE: **Monday, January 13, 2020**

The GDOE Supply Management Office maintains the **OFFICIAL TIME** in this regard. Proposals may be submitted any time before the deadline for receipt of proposals.

Proposals received past the time indicated above, **AS IT IS INDICATED IN THE SUPPLY MANAGEMENT OFFICE**, will not be considered for award.

If delivered via hand delivery, United States Postal Service, Federal Express, DHL, or other courier service, proposals must be delivered to the following mailing/physical address:

MAILING/PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office
Re: RFP No. 006-2020
501 MARINER AVENUE, SUITE 116
BARRIGADA, GUAM 96913-1608

3.1.5. RECEIPT AND OPENING OF PROPOSALS

Proposals sent via fax or email will not be considered. Proposals shall be hand delivered or mailed at the address specified on **Section 3.1.4 – TIME AND DATE FOR RECEIPT OF PROPOSALS**. Proposals delivered through mail and received after the submission date and time will not be considered for award. **Proposals will not be opened publicly.**

3.1.6. PROPOSAL VALIDITY

Submitted proposals must remain valid for at least ninety (90) days after the deadline for submission. Once awarded, prices shall remain firm throughout the term of this contract.

3.1.7. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED

Alternate or multiple proposals will not be accepted. Any Offeror submitting alternate, multiple, or otherwise altered proposals will be deemed nonresponsive and disqualified from this solicitation.

3.1.8. LATE PROPOSALS NOT ACCEPTED

Proposals received after the time and date specified in **Section 3.1.4 – TIME AND DATE FOR RECEIPT OF PROPOSALS** will be considered nonresponsive and disqualified from consideration for award.

3.1.9. TRADE SECRETS AND OTHER PROPRIETARY DATA

Offeror must complete and submit GDOE Procurement Form 004 with the proposal, whether or not the Offeror wishes to designate information within the proposal as a Trade Secret or other Proprietary Information.

Blanket designations of confidentiality placed on the front cover of a proposal will not be accepted as a valid designation of proprietary information. Every item, page, section or subsection that the Offeror wishes to designate as a trade secret or proprietary data should be listed on GDOE Procurement Form 004 and also **clearly marked and separable** from the remainder of the proposal.

3.1.10. ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

This RFP may not be modified unless done by an Amendment made in writing by the GDOE Supply Management Administrator. Offerors must acknowledge in writing the receipt of any amendments to this RFP. Each amendment will contain an Amendment Acknowledgement Form. For each amendment, offerors must sign the Acknowledgment Form and return the signed copy via email or fax to GDOE. Signed Acknowledgment Forms for every amendment must also be included with the technical proposal. **Offerors who fail to properly submit Amendment Acknowledgment Forms may be deemed nonresponsive and disqualified from participating in this solicitation.** Other than fax and email, Amendments and Clarifications may be downloaded or accessed through the GDOE website at <https://www.gdoe.net/procurement>. Prospective Offerors are solely responsible for checking the website on a daily basis.

3.1.11. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference and Site Visit will be conducted in accordance with 2 GAR Div 4 §3109(g)(4), which will be held on:

TIME: 9:00 a.m. Chamorro Standard Time (ChST)
DATE: Wednesday, December 18, 2019
PLACE: Simon Sanchez High School, Main Office

At any pre-proposal conference or site visit, GDOE may provide verbal answers to verbal questions from potential Offerors. **AT NO TIME SHALL A VERBAL ANSWER BE CONSIDERED AN OFFICIAL GDOE RESPONSE.** All questions must be submitted in accordance with **Section 3.1.12 – PRE-PROPOSAL WRITTEN QUESTIONS**. Only written answers may be relied upon.

3.1.12. PRE-PROPOSAL WRITTEN QUESTIONS

Potential Offerors may submit written questions concerning this RFP before the time and date listed below. Questions must be submitted in writing according to the instructions contained in **Section 3.1.1 – COMMUNICATION REGARDING THE RFP**. All questions and responses will be made available in writing to every potential Offeror. Questions submitted after the time and date below will not be considered or answered.

Questions regarding this RFP must be received in writing by GDOE no later than:

TIME: 3:00 p.m. Chamorro Standard Time (ChST)

DATE: Thursday, December 26, 2019

3.1.13. EXPLANATION TO OFFERORS

No oral explanation in regards to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the named contact individual of GDOE for interpretation before the deadline for written questions specified in **Section 3.1.12 – PRE-PROPOSAL WRITTEN QUESTIONS**. Offerors should act promptly and allow sufficient time for a reply to reach them before submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the RFP, which will be forwarded to all prospective Offerors.

3.2. GENERAL INFORMATION

3.2.1. AUTHORITY TO ISSUE THIS RFP

This solicitation is issued subject to the Guam Procurement Act (5GCA Chapter 5) and applicable Guam Procurement Regulations and 5GCA, CH 58D §58D105.

3.2.2. EVALUATION FACTORS

The following factors and their relative importance will be used in evaluating the Proposals:

10 Points Maximum

- a. **Detailed Plan.** A plan giving as much detail as is practical on how the services will be performed.

20 Points Maximum

- b. **Capacity of Offeror.** The offeror's ability to perform the required services with its resources and current workload.

30 Points Maximum

- c. **Personnel Experience and Qualifications.** Specialized experience and qualifications of personnel to perform the required services.

30 Points Maximum

- d. **Offeror's Experience on Similar Projects.** The offeror's specialized and extensive experience on projects similar in scope and nature.

10 Points Maximum

- e. **Performance Record.** Successful performance on projects that are similar in nature and scope.

100 points (Total Maximum)

3.2.3. DISCUSSIONS

The evaluation committee may conduct discussions with any Offeror to: (1) determine in greater detail such Offeror's qualifications and (2) explore with the Offeror the scope and nature of the required services, its proposed method of performance, and the relative utility of alternative methods of approach. Discussions shall not disclose any information derived from proposals submitted by other Offerors, and the Guam Department of Education shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the Offeror awarded the contract shall be open for public inspection except as otherwise provided in the contract.

3.2.4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the conclusion of discussions for this RFP, proposals may be modified or withdrawn.

3.2.5. SELECTION OF BEST QUALIFIED OFFEROR AND PROPOSAL

Pursuant to SGCA, Div. 5, §58D105, the Evaluation Committee shall consist of:

- Superintendent of the Department of Education;
- Director or Deputy Director of Department of Public Works;
- Director or Deputy Director of Land Management; and
- Administrator or Deputy Administrator of the Guam Economic Development Authority.

After receipt of all proposals, the established Evaluation Committee will conduct an independent evaluation of all proposals received under this solicitation. Each proposal shall be evaluated according to the criteria stipulated in **Section 3.2.1 – EVALUATION FACTORS** and shall be ranked accordingly. The Ranking of the proposals will be based on the average of the rankings awarded to the proposals by each evaluation committee member. Offerors may be interviewed by the Evaluation Committee to clarify certain items from the submitted proposal.

The best qualified Offeror will be asked to participate in negotiations to discuss technical and price factors to ensure a mutual understanding of both GDOE's requirements and the Offerors' proposals, unless GDOE determines that there is no need to hold negotiations and the award is made based on the initial proposal received.

GDOE reserves the right to waive any minor informality or irregularity in proposals received.

3.2.6. FAILURE TO NEGOTIATE CONTRACT WITH OFFEROR INITIALLY SELECTED AS BEST QUALIFIED

In the event that GDOE is unable to negotiate a contract with the best qualified Offeror, negotiations may be continued with the next qualified Offeror in accordance with 2 GAR Div. 4 §3114(I).

3.2.7. DETERMINATION OF RESPONSIBILITY

Responsibility of an Offeror will be determined in accordance with 2 GAR Div. 4 §3116. Offerors should be prepared to promptly provide to GDOE information relating to the Offeror's responsibility. Such information may include but is not limited to documentation of financial, personnel, and other resources; expertise; or records of performance. Failure of an Offeror to comply with a request by GDOE for information relating to responsibility may result in a determination that an Offeror is not responsible and therefore disqualified from an award.

Pursuant to 5 GCA §5201(g), responsiveness of an Offeror will be determined by compliance with the requirements of this RFP.

3.2.8. NOTICE AND EXECUTION OF AWARD

Any award pursuant to this RFP will not be complete until an agreement for the scope of work and the project is fully executed by the selected Offeror, GDOE, and other required parties. A sample agreement is included in this RFP as **ATTACHMENT A**. GDOE reserves the right to alter the sample agreement as allowed by applicable law or regulation.

3.2.9. CONTRACT PROVISIONS

GDOE reserves the right to include any part or parts of the Offeror's proposal in the final contract with the Offeror. Offeror will be subject to conditions and terms imposed by GDOE.

By submitting a proposal, the Offeror specifically understands and agrees that it has a duty to explain and clarify any and all conditions imposed on or included in its responses and questions in this RFP. The Offeror further understands that it has an affirmative duty to inquire about and clarify any section of the RFP that the Offeror does not understand or that the Offeror believes may be susceptible to more than one interpretation.

3.2.10. CONTRACT TERM

The Contract resulting from this RFP shall be for five (5) years, subject to the availability of funds and subject to the terms of this RFP and to the terms of the contract agreement.

In the event of contract cancellation due to unavailability of funds, Offeror will be reimbursed for unamortized, reasonably incurred, non-recurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

3.2.11. SPECIAL PERMITS AND LICENSES

The Offeror shall, at its own expense, procure all permits, certificates, and licenses and give all notices and necessary reports required by law for this RFP. Failure to maintain required licenses or permits shall be grounds for immediate termination of the contract.

3.2.12. CONTRACT TYPE

A Firm Fixed Price Professional Services agreement will be consummated between the most responsible Offeror and GDOE.

3.2.13. FUNDING SOURCE

This project is locally funded and may be combined with other funding sources.

3.2.14. DELIVERY AND PERFORMANCE SCHEDULE

The Offeror who is awarded the solicitation guarantees that the service will be completed within the agreed upon completion date.

The selected Offeror shall commence work on the date specified in the Notice to Proceed. A contract for the goods and/or services procured through this RFP shall be subject to the availability of funds and applicable delivery and payment deadlines.

3.2.15. METHOD OF PAYMENT

Offerors submitting proposals in response to this RFP should be aware that payments for goods and/or services procured through this RFP will be made in installments agreed upon in the contract and tied to satisfactory completion and progress of assigned tasks.

Satisfactory completion shall be determined according to the terms specified in a contract executed pursuant to this RFP.

3.2.16. INSPECTION AND ACCEPTANCE OF GOODS

Offerors submitting proposals in response to this RFP should be aware that GDOE will inspect and test all goods, supplies, materials or equipment delivered in response to this RFP. GDOE reserves the right to reject and, at its discretion, require replacement of those items that are determined to be defective in material, construction, workmanship, manufacturing, or performance and/or that do not conform to the specifications described in this RFP.

3.2.17. VENDOR PERFORMANCE

Offeror who is awarded this solicitation, may, at the discretion of GDOE, be monitored and assessed based on their performance. Vendor performance will be reviewed before, during, and after the supplies or services have been delivered or performed.

The GDOE Supply Management Administrator or his/her designee may meet periodically with the selected Offeror for the purpose of reviewing progress and providing necessary guidance to the Offeror in solving issues.

3.2.18. JUSTIFICATION OF DELAY

If the Contractor cannot comply with the completion requirement agreed upon, it is the Contractor's responsibility to advise GDOE in writing explaining the cause and reasons of the delay. GDOE may make a reasonable extension of time.

3.2.19. LIQUIDATED DAMAGES

When the Contractor is given notice of delay or nonperformance as specified in 2GAR Div 4 § 6101(d) of the Termination for Default Clause of this RFP and fails to cure in the time specified, the Contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the vendor is terminated for default, or until the vendor provides the supplies or services if the vendor is not terminated for default. To the extent that the vendor's delay or nonperformance is excused under 2GAR Div 4 § 6101(d) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this RFP, liquidated damages shall not be due the territory. The Contractor remains liable for damages caused other than delay.

3.2.20. PHYSICAL LIABILITY

If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of Guam Department of Education in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of work

herein covered, and to be responsible for, and to indemnify and save harmless the Guam Department of Education from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Guam Department of Education against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Guam Department of Education when required.

3.2.21. TAXES

All Offerors are responsible for any taxes or fees that may be assessed or due for performance of work or delivery of services pursuant to this RFP. Specific information regarding Guam taxes may be obtained from the Guam Department of Revenue and Taxation.

3.2.22. COSTS OF PROPOSAL PREPARATION

All costs associated with preparation of a proposal in response to this RFP shall be solely the Offeror's responsibility. GDOE shall not be liable for any costs incurred by a potential Offeror in connection with this RFP. By submitting a proposal, the Offeror specifically waives the right against GDOE for any expenses incurred in proposal preparation. Submitted proposals become the property of GDOE. Offeror's request for the return of specific proprietary material may be honored.

3.2.23. CANCELLATION OF CONTRACT

Pursuant to 2 GAR Div 4 §3121(e)(1)(G), in the event of a cancellation due to unavailability of funds, GDOE will notify the Contractor on a timely basis, and Contractor will be reimbursed the unamortized, reasonably incurred, nonrecurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

Section 4 - TERMS AND CONDITIONS

4.1. REFERENCE TO LAW AND REGULATIONS

Proposals submitted in response to this RFP must fulfill the requirements identified in this RFP. Each of the forms identified herein must be completed and returned according to the instructions provided. The term "GCA" refers to the Guam Code Annotated. The term "GAR" refers to the Guam Administrative Regulations, Division 4, Procurement Regulations. Administration of this RFP shall be subject to the Guam Procurement Law at 5 GCA Chapter 5 and the procurement regulations at 2 GAR Division 4.

4.2. LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

All Offerors must complete and submit originals of the forms identified throughout this RFP and collectively listed in Section 5 - FORMS REQUIRED IN RESPONSE TO RFP.

4.3. LAWS TO BE OBSERVED

The Offeror should be familiar with federal and local laws, codes, ordinances, and regulations, which, in any manner, affect those engaged or employed in the work, or the material or equipment, used in or upon the site, or in any way affect the conduct of the work. No misunderstanding or ignorance on the part of the Offeror will, in any way, serve to modify the provision of the contract.

4.4. DISCLOSURE OF OWNERSHIP AND COMMISSIONS

Offerors must expressly identify all major shareholders in accordance with 5 GCA § 5233. **AG Procurement Form 002 (Rev. Nov. 17, 2005) must be completed and included with the Proposal.**

4.5. OFFERORS CERTIFY THAT PRICE OR OFFER WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION

Offerors must certify that the submitted price or offer was independently arrived at without collusion in accordance with 2 GAR Div. 4 § 3126(b). **AG Procurement Form 003 (Jul. 12, 2010) must be completed and included with the Technical Proposal.**

4.6. PROHIBITION AGAINST GRATUITIES AND KICKBACKS

Offerors must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees, have violated or are violating the prohibition against gratuities and kickbacks set forth in 5 GCA § 5630.

Offerors must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the Offeror's response to this RFP. 5 GCA § 5630(c); 2 GAR Div. 4 § 11107(3) and 11107(4)(e). **AG Procurement Form 004 (Jul. 12, 2010) must be completed and included with the Technical Proposal.**

4.7. REPRESENTATION REGARDING ETHICAL STANDARDS

Offerors must affirm that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. **AG Procurement Form 005 (Jul. 12, 2010) must be completed and included with the Technical Proposal.**

4.8. REPRESENTATION REGARDING CONTINGENT FEES

Offerors must affirm that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, in accordance with 5 GCA § 5631. **AG Procurement Form 007 (Jul. 12, 2010) must be completed and included with the Technical Proposal.**

4.9. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Any entity providing services pursuant to this RFP is prohibited from employing sex offenders to provide the goods or services procured through this RFP, in accordance with 5 GCA § 5253, which states:

§5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to

perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

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

...

- (d) any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

SOURCE: Added by P.L. 28-24:2. Amended by P.L. 28-98:2 (Feb. 7, 2006).

GDOE Procurement Form 002 must be completed and included with the Technical Proposal.

4.10. WAGE AND BENEFIT DETERMINATION FOR SERVICES

Offerors must pay employees providing services procured through this RFP in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. 5 GCA § 5801 and § 5802, as applicable. A copy of the most recent wage determination is included herein. The Wage Determination for Guam and the Northern Mariana Islands also can be found on the U.S. Department of Labor's website: <http://www.wdol.gov>.

Offerors submitting proposals in response to this RFP must provide health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee in accordance to 5 GCA §5802. **AG Procurement Form 006 (Feb. 16, 2010) must be completed and included with the Technical Proposal.**

4.11. EQUAL EMPLOYMENT OPPORTUNITY

Section 3.01 of the Executive Order 10935 dated March 7, 1965 requires the Offeror not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Offeror will take affirmative action to ensure that employees are treated equally during employment without regard to their race, creed, color or national origin.

4.12. MANDATORY DISPUTES CLAUSE

In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

4.13. RIGHT OF GDOE TO CANCEL OR REJECT PROPOSALS

GDOE reserves the right to cancel this RFP at any time when it is in the best interests of the Department, in accordance with 5 GCA §5225 and 2 GAR Div. 4 §3115(c).

GDOE reserves the right to reject any proposal in whole or in part when it is in the best interests of the Department, in accordance with 2 GAR Div.4 §3115(e)(2).

GDOE may resolicit for proposals when it is deemed to be in the best interest of GDOE.

**AGREEMENT BETWEEN THE GUAM DEPARTMENT OF EDUCATION AND
TANIGUCHI RUTH MAKIO ARCHITECTS FOR SERVICES PURSUANT TO GDOE
RFP006-2020**

EXHIBIT 2

Contractor's Cost Proposal

(Referenced on page 1 of 15)

June 15, 2020

Jon J.P. Fernandez, Superintendent
Guam Department of Education
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913

Attn: Carmen T. Charfauros, Supply Management Administrator

Subject: Architectural and Engineering Services Fee Proposal for the New Simon Sanchez High School

Buenas Mr. Fernandez,

TRMA is pleased to provide GDOE with our updated A/E Services Project Fee Proposal for Owner-Agent, Design, Bidding, and Construction services for the New Simon Sanchez High School. TRMA's fee proposal supersedes the initial 3/12/20 Proposal; and the 5/8/20 and 5/22/20 additional information. Our scope of services remains as previously described except for the following revisions per the 6/11/20 negotiation meeting comments:

- Delete Structural Special Inspections
- Revise Invoicing Schedule for 30%, 60%, 90%, and 100% submissions

TRMA confirms that all costs for the Owner-Agent, Design, and Designer of Record Bidding/Construction A/E Services for the delivery of the project are covered by our fee proposal.

Other topics were discussed during the negotiating meeting. Questions were posed regarding potential schedule impacts and building cost impacts. Considerations for pandemics and bid evaluation were also briefly discussed. TRMA notes that information on potential impacts is uncertain, and that GDOE will be advised accordingly as the information evolves. GDOE also advised that specifics on TRMA's role in Bid Evaluation and Recommendation will be provided. Additionally, TRMA and GDOE will work out specifics on the project schedule.

Project Schedule:

- NTP 7/6/20 & Receipt of Topographic Survey Information
- Concept Design: 7/6/20 – 8/11/20
 - *Design Committee Planning Meetings: 7/6/20 – 7/28/20 (16 total)*
 - *Consultant Coordination: 7/6/20 – 8/3/20*
 - *Environmental Survey*
 - *Geotechnical Investigation*
 - *Traffic Study*

Concept Design Presentation and GDOE Review: 8/17/20 – 8/21/20
- 30% Schematic Design: 8/11/20 – 10/26/20
 - *Weekly GDOE Planning Meeting: 8/24/20 – 10/16/20 (8 total)*
 - *Bi-Weekly Consultant Coordination Meeting: 8/24/20 – 10/16/20 (4 total)*
 - *Government Agency Coordination: 8/11/20 – 10/23/20*
 - *Consultant Coordination*
 - *CM Coordination*
 - *Environmental Survey*
 - *Geotechnical Investigation*
 - *Traffic Study*
 - *Monthly Project Reports*

Schematic Design Presentation and GDOE Review: 10/27/20 – 10/30/20
- 60% Design Development: 10/26/20 – 1/22/21
 - *Weekly GDOE Planning Meeting: 11/2/20 – 1/15/21 (10 total)*
 - *Bi-Weekly Consultant Coordination Meeting: 11/5/20 – 1/15/21 (5 total)*
 - *Government Agency Coordination: 10/26/20 – 11/25/20*
 - *Consultant Coordination*
 - *CM Coordination*
 - *Monthly Project Reports*

Design Development Presentation and GDOE Review: 1/25/21 – 1/29/21
- 90% Bid Documents: 1/22/21 – 5/8/21
 - *Weekly GDOE Planning Meeting: 2/1/21 – 4/16/21 (11 total)*
 - *Bi-Weekly Consultant Coordination Meeting: 2/1/21 – 4/16/21 (5 total)*
 - *Consultant Coordination*
 - *CM Coordination*
 - *Monthly Project Reports*

Bid Document Presentation and GDOE Review: 5/10/21 – 5/14/21
- 100% Construction Documents: 5/8/21 – 6/28/21
 - *Weekly GDOE Planning Meeting: 5/17/21 – 6/18/21 (5 total)*

- *Bi-Weekly Consultant Coordination Meeting: 5/18/21 – 6/18/21 (2 total)*
- *Consultant Coordination*
- *CM Coordination*
- *Monthly Project Reports*
- Construction Document Presentation and GDOE Review: 6/29/21 – 7/2/21*
- *Bid: 5/8/21 – 12/4/21*
 - *Weekly GDOE Bid Coordination Meeting: 5/10/21 – 12/4/21 (30 total)*
 - *Bid Document Issuance: 5/10/21*
 - *Pre-Bid Conference & Site Visit: 6/7/21 – 6/11/21*
 - *RFI Responses 5/10/21 – 6/28/21*
 - *Construction Document Issuance: 6/28/21*
 - *RFI Responses 6/28/21 – 9/17/21*
 - *Consultant Coordination*
 - *CM Coordination*
 - *Monthly Project Reports*
 - *Bid Opening 10/15/21*
 - *Bid Evaluation and Recommendation 10/15/21 – 11/5/21*
- *Permitting: 6/28/21 – 12/4/21*
 - *Weekly GDOE Planning Meeting: 6/28/21 – 12/4/21 (22 total)*
 - *Weekly Building Permit Processing and Agency Coordination*
 - *Consultant Coordination*
 - *CM Coordination*
 - *Monthly Project Reports*
- *Construction Phase 1: 12/4/21 – 2/4/24*
 - *Weekly Construction Coordination Meeting: 12/4/21 – 2/4/24 (113 total)*
 - *Consultant Coordination*
 - *CM Coordination*
 - *On-site Coordination meetings (4 per month)*
 - *Site Observation Reports (2 per month)*
 - *Payment Application Review & Certification*
 - *Structural Special Inspections*
 - *Substantial Completion Inspection Report and Certificate*
 - *Final Completion Inspection Report*
- *Construction Phase 2: 11/11/23 – 1/4/25*
 - *Weekly Construction Coordination Meeting: 2/11/24 – 1/4/25 (8 total)*
 - *Consultant Coordination*
 - *CM Coordination*
 - *Periodic Site Observation Reports*

- *Payment Application Review & Certification*
- *Structural Special Inspections*
- *Substantial Completion Inspection Report and Certificate*
- *Final Completion Inspection Report*

This schedule allows for issuance of Bid Documents by 5/8/21 (10 months from NTP approximately). The dates identified above are estimated and will shift accordingly with actual dates of the activities. It is important to note that TRMA is maintaining the Bid, Permit, and Construction Timeframes outlined in the RFP Response, which intends for the project bidding to commence with the 90% Submittal and end after the 100% Submittal.

GDOE Design Committee input is limited to the 7/6 – 7/28 planning meetings and at each submittal review. The 30% Submittal Review comments will establish the basis of design. Significant changes to the Design requested after the 30% Submittal Review comments will affect the schedule. Additionally, the current pandemic situation may require some modification of the schedule.

A/E Services & Fees:

TRMA's fee proposal includes basic and specialty A/E services based on the estimated scale and scope of the project requirements outlined in the RFP document. Refer to attachments included with this proposal for additional explanation of the scope of services and limits. TRMA's standard 1.15 multiplier is added to subconsultant fees. The services and associated fees are summarized below.

Basic A/E Design and Construction Services:

• Architecture	\$1,351,000.00
• Civil Engineering	\$ 275,963.20
• Structural Engineering	\$ 859,130.50
• Mechanical & Fire Protection Engineering	\$ 496,469.95
• Electrical Engineering (Power & Lighting)	\$ 577,235.60
• Electrical Engineering (Telecom)	\$ 447,732.95
• Landscape Architecture	\$ 194,721.45

Specialty Services:

• Owner Agent Representation (Design, Bid, Permitting, Construction)	\$ 120,000.00
• FF&E Coordination	\$ 90,000.00
• Geotechnical Investigation	\$ 107,985.00
• Archaeological Survey	\$ 37,039.20
• Traffic Study	\$ 11,500.00
• Environmental Assessment	\$ 87,493.15
• Commissioning	\$ 361,289.75
• Cost Estimating	\$ 203,791.50
• Acoustical Design	\$ 87,279.25
• Audio-Visual Design	\$ 101,384.00
• Auditorium Stage Design	\$ 76,245.00
• Sports Field Lighting	\$ 50,209.00
• Auditorium Electrical Systems	\$ 24,040.75
• PV system	\$ 16,807.25
• Backup Power	\$ 14,041.50
• A/C System Power Conditioner	\$ 12,339.50
• Security System Design	\$ 45,691.80
• Cable TV Systems	\$ 22,845.90
• Structural Special Inspections (DELETED)	\$ 00.00

Reimbursables

• Centralized Project Data Cloud Storage	\$ 8,400.00
• Printing	\$ 15,000.00

GRAND TOTAL \$5,695,636.20

Refer to the attached Billing Schedule for the fees that will be invoiced with each Submittal and on a monthly basis during Construction.

Note:

1. Building Department and Agency Fees are not included in this proposal.
2. Reimbursables such as printing, scanning, long distance calls, courier services, will charged to GDOE with TRMA's 1.15 markup.
3. Printing costs included in this fee proposal are limited to \$15,000.
4. TRMA will refine the schedule based on the Final Agreement.

TRMA is excited to move forward with GDOE on this major endeavor. Please let us know if you need additional information on this matter.

Senseramente,

Cedric Cruz, AIA
for Michael W. Makio, AIA

Attachments:

- Attachment 1 TRMA Owner Agent and Architecture Services and Deliverables Description; Man-Hour Breakdown; 3/12/20 Proposal Excerpt; Concept Plan
- Attachment 2 DCA Civil Fee Proposal & Man-Hour Breakdown
- Attachment 3 DCA Structural Fee Proposal & Man-Hour Breakdown
- Attachment 4 WM Engineers Fee Proposal & Man-Hour Breakdown
- Attachment 5 EMCE Fee Proposal & Man-Hour Breakdown
- Attachment 6 InSynergy Telecommunications & Commissioning Fee Proposal & Man-Hour Breakdown
- Attachment 7 Belt Collins Fee Proposal
- Attachment 8 Geo Engineering & Testing Fee Proposal
- Attachment 9 International Archaeology Fee Proposal & Man-Hour Breakdown
- Attachment 10 DCA Traffic Study Fee Proposal & Man-Hour Breakdown
- Attachment 11 DCA & IHP Environmental Assessment Fee Proposal & Man-Hour Breakdown
- Attachment 12 J.Uno Fee Proposal
- Attachment 13 DL Adams Fee Proposal & Man-Hour Breakdown
- Attachment 14 6/15/20 TRMA Billing Schedule: SSHS 2020 – 2025

Owner-Agent Services:

A. Design

1. Facilitate Daily Concept Design Meetings
2. Facilitate Weekly Planning Meeting Attendance with GDOE / Minutes
3. GDOE Design Committee Meeting Presentations / Attendance
4. Education Board Meeting Presentation / Attendance
5. Legislative Oversight Meeting Presentation / Attendance
6. Coordination of Environmental Assessment, Archaeological Survey, and Geotechnical Investigation.
7. Design QC Review
8. CM Coordination
9. Monthly Project Status Reports

B. Bid

1. Weekly Planning Meeting Attendance with GDOE / ~~Minutes~~
2. Procurement Assistance
3. Permit Processing prior Bid Award
4. Pre-Bid Conference / Site Visit Presentation / Attendance / Notes
5. Coordination of A/E Responses to Bidder questions / RFI
6. Bid Evaluation & Award Recommendation
7. CM Coordination
8. Monthly Project Status Reports

C. Construction

1. Weekly Construction Meeting Attendance
2. Site Visit / Walk-through Presentation / Attendance
3. CM & A/E Coordination
4. Monthly Project Status Reports

Architecture Services:

A. Design

1. Agency Coordination
2. Cost Estimate Coordination
3. Engineering Design Coordination

4. Building Code and Regulation Analysis
5. Architectural Drawings, Specifications, Project Manual and Basis of Design
6. FF&E Coordination

B. Bid / Permitting

1. Engineer Coordination of responses to Contractor RFI's and Agency Review Comments.
2. Final Construction Documents Coordination and Preparation
3. Bid Evaluation Assistance

C. Construction

1. RFI responses and Submittal reviews
2. Engineer Coordination
3. Periodic Observations (1-2) per month
4. Weekly Site conferences
5. Substantial Completion Inspection
6. Final Inspection

Deliverables:

TRMA will oversee the A/E effort to provide the following deliverables for each submittal.

Concept Design

- Preliminary Basis of Design that Summarizes the Design Requirements for the Project
- Preliminary Project Manual and Specifications
- Preliminary Code Review
- Preliminary Project Site Plans showing the general building location, required setbacks, vehicular access and circulation, pedestrian access and circulation, emergency vehicle access and circulation, parking
- Preliminary Building Plans showing the general building layout, room sizes, doors, windows, accessibility, and egress
- Preliminary Building Elevations showing the general building structure
- Preliminary Building Sections showing the general configuration and relationships of the building structure

- Preliminary Perspectives / Axonometric Images showing 3-dimensional views of the site development and building exterior
- Preliminary Landscaping
- Preliminary Construction Cost Estimate

30% Schematic Design

- Revisions per the Concept Design Review Comments
- Preliminary Basis of Design that Summarizes the Design Requirements for the Project
- Preliminary Project Manual and Specifications
- Preliminary Code Review
- Preliminary Project Site Plans showing the general building location, required setbacks, vehicular access and circulation, pedestrian access and circulation, emergency vehicle access and circulation, parking, storm water drainage system, site utilities, site lighting, landscaping, and site signage
- Preliminary Building Plans showing the general building layout, room sizes, doors, windows, plumbing fixtures, casework, accessibility, egress, fire protection, specialty equipment, OFCI work, mechanical equipment, electrical equipment, and landscaping
- Preliminary Building Elevations showing the general building structure, doors, windows, roof drainage, overhangs, finishes, signage, finishes, specialty equipment, OFCI work, fire protection, mechanical equipment, and electrical equipment
- Preliminary Building Sections showing the general configuration and relationships of the building structure, windows, partitions, thermal & moisture protection, finishes, specialty equipment, OFCI work, fire protection, mechanical equipment, and electrical equipment
- Preliminary Perspectives / Axonometric Images showing 3-dimensional views of the site development and building exterior and interior based on the Schematic Design
- Updated Construction Cost Estimate

60% Design Development

- Revisions per the 30% Design Review Comments
- Updated Basis of Design
- Updated Project Manual and Specifications
- Updated Code Review

- Engineering Calculations
- Updated Project Site Plans with additional details
- Updated Overall Building Plans
- Updated Building Elevations
- Updated Building Sections
- Enlarged Plans and Interior Elevations with additional details
- Enlarged Building Elevations and Sections with additional details
- Wall Sections
- Room Finish Schedule
- Door & Window Schedules
- Typical Construction Details
- Engineering Diagrams
- Foundation and Beam Schedules
- Equipment and Lighting Schedules
- Fire Protection Drawings
- Updated Perspectives / Axonometric Images
- Updated Landscaping Drawings and Specifications
- Updated Construction Cost Estimate

90% Bid Documents

- Revisions per the 60% Design Review Comments
- Basis of Design
- Updated Project Manual and Specifications
- General Notes and Requirements
- Updated Code Review
- Updated Engineering Calculations
- Project Site Plans and Sections
- Overall Building Plans
- Building Elevations
- Building Sections
- Enlarged Plans and Interior
- Enlarged Building Elevations and Sections
- Wall Sections
- Room Finish Schedule
- Door & Window Schedules
- Typical Construction Details

- Updated Landscaping Drawings and Specifications
- Drawing Scales and Dimensions
- Perspectives / Axonometric Images
- Construction Cost Estimate

100% Permit Documents

- Revisions per 90% Design Review Comments, Agency Review Comments, and Bid RFI Responses
- Final Basis of Design
- Certified Final Drawings, Project Manual, Specifications, and Calculations
- Construction Cost Estimate

4/16/20

Construction of New Simon Sanchez High School Project Meeting
Agenda; Dec 10, 2024; 10 am, TEAMS

I. CALL TO ORDER

II. ROLL CALL | ATTENDANCE

III. UNFINISHED BUSINESS

- a. Update on TRMA No-Cost Change Order (Contract Amendment for Technical/Performance Specifications for RFP) – GDOE
- b. Status of Final FF&E List – TRMA sent 2/13 (Include GCC Equipment Funding Decisions) *#6.0m*
- c. Review and Update Project Schedule – SSFM →
- d. Develop Tracking System for RFP Drafts and Versions – DPW/SSFM

IV. NEW BUSINESS

- a. CM Update
 - a. CM/DPW Meeting Update
 - b. CM/TRMA Meeting Update
 - c. CM/GEDA/BBMR/DOA Meeting (Rescheduled Dec 24 at 10 am)
 - d. Project Meeting Schedule
 - 1. CM Internal Meetings- Monday Weekly @11am.
 - 2. TRMA SSFM Thursday Weekly @11am
 - 3. Directors Meeting Friday Weekly@10am
- b. Target Timelines / Project Schedule
 - i. GDOE NTP for TRMA No-Cost Change Order- 8 weeks AFTER GDOE NTP- **GDOE**
 - ii. 1st DRAFT of RFP Working Template- End of December- **CM**
 - iii. Review of SSHS Public Law and Ensure Project Ceiling Amount, Debt Service Amount, and Operations & Maintenance Amounts and RFP Legal Language are Adequate- **GEDA/ Governor's Finance Team**
 - iv. Begin Defining Selection Criteria- **CM**
 - v. RFP Target Completion – end March 2025.

V. OPEN DISCUSSION

VI. ACTION ITEMS

VII. NEXT MEETING December 27, 2024

VIII. ADJOURN

*Fwd email from
GDOE to TRMA

Construction of New Simon Sanchez High School Project Meeting
Agenda; Dec 10, 2024; 10 am, TEAMS

I. CALL TO ORDER

II. ROLL CALL | ATTENDANCE *DDO SSFM GDOE OAG GEDA TRMA*

III. UNFINISHED BUSINESS

- March deadline for RFP (Dr Suarez will green light) Verbal "OK"*
- Update on TRMA No-Cost Change Order (Contract Amendment for Technical/Performance Specifications for RFP) – GDOE *Dr Suarez ok - Ag At 7 w/legal - AG office reviewing for*
 - Status of Final FF&E List – TRMA sent 2/13 (Include GCC Equipment Funding Decisions) *Felix Elmer sent via email (est GM did not include CCC components) to not aware*
 - Review and Update Project Schedule – SSFM
 - Develop Tracking System for RFP Drafts and Versions – DPW/SSFM *Ed will send Vince (OPW)*

IV. NEW BUSINESS

- CM Update
 - CM/DPW Meeting Update
 - CM/TRMA Meeting Update
 - CM/GEDA/BBMR/DOA Meeting (Rescheduled Dec 24 at 10 am) *Vince wants to include from Kuler Co AG*
 - Project Meeting Schedule
 - CM Internal Meetings- Monday Weekly @11am.
 - TRMA SSFM Thursday Weekly @11am
 - Directors Meeting Friday Weekly @10am
- Target Timelines / Project Schedule
 - GDOE NTP for TRMA No-Cost Change Order- 8 weeks AFTER GDOE NTP- GDOE *Dr Suarez enable DPW rule. need to file to TRMA*
 - 1st DRAFT of RFP Working Template- End of December- CM *TRMA will do technical / legal*
 - Review of SSHS Public Law and Ensure Project Ceiling Amount, Debt Service Amount, and Operations & Maintenance Amounts and RFP Legal Language are Adequate- GEDA/ Governor's Finance Team *TRMA will do financial rep*
 - Begin Defining Selection Criteria- CM *TRMA will do legal / legal*
 - RFP Target Completion – end March 2025. *concept b/c estimate 2 yrs old*

V. OPEN DISCUSSION -

VI. ACTION ITEMS

VII. NEXT MEETING December 27, 2024

VIII. ADJOURN 1055am

FF&E: Enot in budget for 6 cc (Furniture, Fixtures, Equipment). Not included in CM. Needs ask GDOE. If they funding. Can't TRMA push. we are fully behind. TRMA has been working in non-play part.

- Antifraud try good idea

- SSFM meeting to get draft RFP not w/ in 2 wks

- Vince wants to consult w/ Dr Suarez re: reply to public notices, public information. (plans, contracts: accordingly)

*public finance
"- financial / schedule
"- maintenance*

(4 drafts (modified) & 2 letters from TRMA) (Broomer (funder) -> OAG -> Governor)

Dr Suarez will find email

formally - TRMA must w/ in 30 days signed



12 DEC 2024

Vince Arriola <vince.arriola@dpw.guam.gov>

Simon Sanchez High School Leaseback - Financing Component

Tina Garcia <cgarcia@investguam.com>

Tue, Dec 10, 2024 at 4:31 PM

To: Melanie Mendiola <mel.mendiola@investguam.com>, Carlos Bordallo <carlos.bordallo@investguam.com>, Lester Carlson <lester.carlson@bbmr.guam.gov>, Edward Birn <edward.birn@doa.guam.gov>, Vincent Arriola <vince.arriola@dpw.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Joseph W Duenas, ENV SP" <jduenas@ssfm.com>, Glenn Leon Guerrero <gguerrero@ssfm.com>, "John Y. Wang" <jwang@orrick.com>, "Rankin, Christine" <crankin@orrick.com>

Cc: John San Nicolas <jsannicolas@investguam.com>, Celia Anderson <celia.anderson@investguam.com>

Hafa Adai to the Governor's Finance Team,

I have been in discussion with DPW and their CM SSFM regarding the SSHS Leaseback Financing RFP.

DPW and SSFM would like a call to discuss the financial portion of the RFP as they have a target to issue the RFP by the end of January.

Can we have a call at 10am Friday Guam Time (4pm PST Thursday) with the team to discuss the process? As some of the finance team will be in meetings in San Francisco that will end at about 3:45pm it appears that 4pmPST/10amChST would be the most appropriate time.

I have included bond counsel on this email to see if he can also be available to answer some questions and provide guidance. *If this works, I believe SSFM will set up a TEAMS call as this is what they use for their meetings.*

Attached is the last update on the financial portion of the RFP as drafted by bond counsel with updates from GEDA. We can use this as a start for the discussion.

Please provide comments to this group to ensure we are all on the same page.

Senseremente,
Tina Garcia
Public Finance Manager

590 S. Marine Corps. Drive, Suite 511
Tamuning, GUAM 96913
T 671 647 4332
F 671 649 4146
E tina.garcia@investguam.com
W investguam.com

 **GEDA comments to FINANCIAL PORTION OF SSHS _102324.docx**
41K

FINANCIAL PORTION OF SSHS

I. FINANCIAL DESCRIPTION

LEASEBACK

Leaseback agreement. The Government of Guam, through the Guam Department of Education, as Lessor, shall enter into a leaseback agreement which the Government of Guam shall lease the Simon Sanchez High School property for a period of thirty (30) years at a cost of one dollar (\$1) per year and Lessee shall lease back said property to the Government of Guam at the lease payment offered and accepted through this IFB for use as an educational facility.

Pursuant to 5 GCA §58D103(b), at the expiration of the lease-back period, the government of Guam property and the education facility that is renovated or constructed on the government of Guam property will revert to the government of Guam with no further obligations to the Contractor/Bidder.

Pursuant to 5 GCA §58D108, the purpose of the leaseback and financing is to assure the Government of Guam pays the lowest possible interest rate so that the cost to the Government of Guam of financing the design, renovation or construction of an education facility, amortized through the lease-back payments from the government of Guam to the Contractor/Bidder will be lower than regular commercial rates.

Key Lease Terms. The Government of Guam through the Guam Department of Education shall pay the Lessor, on an annual basis for all lease payments due in accordance with the terms of the contract, which may include any payments to GEDA or the Bidder due under the contract, and in accordance with applicable laws. Such portions of lease payments or forms of payments owed to the Bidder under the contract may be assigned by the Lessor.

All payments shall be made in accordance with Chapter 58D of Title 5 of the Guam Code Annotated. The Lessor shall submit one (1) annual invoice in **original** form, for lease payments due.

Non-Appropriation Clause: In event that sufficient funds are not appropriated by the Government 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 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 has occurred, the Government 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's obligation to pay Rentals which are payable prior to the termination of the Lease.

If the Government fails to perform as Lessee under the lease or decides not to appropriate lease payments, the lease may provide that its term shall be extended for a period not to exceed the shorter of ten (10) years beyond the original term of the leaseback or such period of time as is necessary to repay in full any financing arranged pursuant to § 58D105. However, once the term

of the ground lease expires, the Government is entitled to repossession of the site together with all improvements on the site free and clear of any interest.

If the Government loses the use of the leased facility under certain circumstances, lease payments will be made only during the times GDOE has full use of the leased facility. This could result in partial lease payments for the entire contract period.

Bidder must be able to provide capital maintenance for the new Simon Sanchez High School and must also provide fire, earthquake and vandalism insurance.

Bidder must obtain all required property, liability and workmen's compensation insurance.

FINANCE

Bidder must be able to fully finance the construction of the new Simon Sanchez High School. Bidder will work with the Guam Economic Development Authority (GEDA) to finance the construction of a new Simon Sanchez High School at the most favorable terms available to the Government.

Supplemental Information

- i. Pursuant to §58D108 of Title 5 of the Guam Code Annotated, *I Liheslaturan Guahan* authorized to lease the school property to a contractor in an aggregate principal amount not to exceed One Hundred Sixty-Six Million Three Hundred Sixty-Five Thousand Dollars (\$166,365,000), for one or more of the following purposes: (1) financing the design, renovation or construction, and maintenance of an education facility, (2) financing any capitalized interest relating to the bonds, (3) funding a reserve fund with respect to the bonds, and (4) paying expenses relating to the authorization, sale and issuance of the bonds, including without limitation, printing costs, costs of reproducing documents, credit enhancement fees, underwriting, legal, feasibility, financial advisory and accounting fees and charges, fees paid to banks or other financial institutions providing credit enhancement, costs of credit ratings and other costs, charges and fees in connection with the issuance, sale and delivery of the bonds, subject to the following additional conditions:
 - i.) The terms and conditions of the bonds shall be as determined by *I Maga'hagan Guahan* by the execution of a certificate or indenture authorizing the issuance of the bonds; provided, however, that the bonds shall mature not later than thirty (30) years after their date of issuance, shall bear interest at such rates and be sold for such price or prices as shall result in a yield to the bondholders that does not exceed eight and one-half percent (8.50%) per annum;
 - ii.) Any such pledge or reservation authorized hereunder shall be valid and binding from the time the pledge or reservation is made; and
 - iii.) The bonds will not be "public indebtedness" as that term is defined in 48 USC §1423(a), §11 of the Organic Act of Guam.
- ii. Rental Payments from Lawfully Available Moneys
 - i.) Rental payments under the lease and the lease-back, as well as funding required to support the activities set forth in Title 5 GCA Chapter 58D, shall be reserved

and payable from any lawfully available moneys of the government of Guam, and may be secured by a pledge or other reservation of such moneys on an annual basis.

- ii.) Any such pledge or reservation authorized hereunder shall be valid and binding from the time the pledge or reservation is made, and shall be limited to the sum of Sixteen Million Three Hundred Seventy-Seven Thousand One Hundred Twenty-Five Dollars (\$16,377,125) per year during the pre-development, construction, and lease-back period.

II. FINANCIAL EVALUATION PORTION

GDOE shall award this lease-back contract as a result of this IFB based upon a responsive offer submitted by a responsible offeror (bidder) whose offer results in the lowest annual aggregate leaseback payment, inclusive of finance and capital maintenance cost, to the government of Guam for a fixed thirty (30) year term. *See* 5 GCA §58D.

GDOE intends to award the project to the bidder submitting the lowest, most responsive and responsibly priced bid. The price(s) for the proposed project shall be provided in the Bid Form and sealed in a separate envelope that is clearly marked "**Priced Bid.**"

Only bidders with acceptable unpriced technical offers will have their Priced Bids evaluated.

The following outlines the requirements for priced bid submittals:

Bidders must organize their submittal into the sections delineated below, with tabs separating each section. Upon a determination that Bidder meets the requirements for inclusion on the Qualified Bidders List, only then shall all Bidders priced submittals be opened.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that submittals be organized in the following manner:

- a. General Information:

- Bidder shall work with Guam Economic Development Authority (GEDA) to finance the construction of the new Simon Sanchez High School and to provide the necessary collateral equipment for the school.
- Bidder must be able to construct the new Simon Sanchez High School based on the design completed by TRMA and approved by GDOE within a period not to exceed seven-hundred thirty (730) days from date of notice to proceed.
- Bidder must be able to provide capital maintenance for the school for the duration of the lease agreement, subject to funding by annual legislative appropriation.
- Priced Bids must be submitted in a sealed envelope labeled "SEALED BID".

- b. Bidder shall submit the following:

- Narrative description of the approach for constructing the project, including a work plan to sequence construction work to avoid closure of the existing campus, double session, and utility service disruption. Plan must insure that

GDOE is able to fulfill its instructional day mandate as set forth in Public Law 28-45.

- Narrative description of the work plan for operating and maintaining the facility throughout the duration of the leaseback agreement.
- Narrative description of the approach for financing the project, including construction and term financing to include the project's projected financial structure, expected source of debt and equity financing, and estimated capital cost.
- Narrative description outlining the method of operation, operational structure, and services to be provided by the Bidder to finance and operate the lease.
- Term Sheet to include all interest charges, fees, expenses and conditions.
- Description of estimated time line for the issuance of this lease and Bidder's ability to conduct transaction in a timely matter. Please feel free to outline certain variables that may have an impact on this financing
- Bid Bond. A bid bond in the amount of not less than fifteen percent (15%) of the bidder's total bid price must be included with the sealed priced bid. The Bid Bond shall be enclosed in the SEALED BID envelope and will be considered as a companion document to the SEALED BID.

III. FINANCING SCOPE OF WORK

As the Guam Economic Development Authority ("GEDA") serves as the central financial manager and consultant for the Government of Guam ("Government") and those agencies or instrumentalities of the Government requiring financial guidance and assistance, GEDA is required to participate in any and all market related activities. The Bidder shall work with the GEDA during the finance phase of this procurement to provide funds for the design (including architectural and engineering), renovation or construction of Simon Sanchez High School and to provide furniture and equipment. Any fees or expenses incurred by GEDA during this phase shall be covered by the financing.

The Bidder must also be able to provide capital maintenance and insurance for the school as a result of this IFB for the duration of the lease agreement. Funding shall be by annual legislative appropriation. The Bidder shall be evaluated on the following:

- a. Responsiveness of bid
- b. Ability of Bidder 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.
- c. Ability of Bidder 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.
- d. Non-Appropriation Clause (defined): 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 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 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.

FINANCING BIDDER QUALIFICATION

Bidder 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 submission of proposal.

- a. Bidder must have and be willing to commit sufficient staff, resources, and capital to finance, develop, perform and deliver the services required by this IFB, in accordance with the terms and conditions specified herein.
- b. Bidder must have knowledge in the municipal leaseback business. Examples should be provided or proposal to complete this financing.
- c. Bidder must have knowledge in managing municipal leases for schools or related public and private buildings. Examples should be provided or a detailed proposal be provided to manage this project.
- d. The following minimum criteria shall be met:
 1. Bidder 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 submission of proposal.
 2. Bidder must have and be willing to commit sufficient staff, resources, and capital to finance, develop, perform and deliver the services required by this IFB, in accordance with the terms and conditions specified herein.
 3. Bidder must have knowledge in the municipal leaseback business. Examples should be provided or proposal to complete this financing.
 4. Bidder must have knowledge in managing municipal leases for schools or related public and private buildings. Examples should be provided or a detailed proposal be provided to manage this project.

PLEDGED GENERAL FUND REVENUES

Rental payments under the lease and the lease-back may be secured by pledge or other reservation of revenues payable from any lawfully available monies of the government of Guam, and may be secured by a pledge or other reservation of such monies on an annual basis.

02-16-05

file

FW: SSHS: TRMA/SSFM Weekly Progress Meeting

Glenn Leon Guerrero <gguerrero@ssfm.com>

Fri, Dec 13, 2024 at 8:39 AM

To: Linda Ibanez <linda.ibanez@dpw.guam.gov>, "Vincent P. Arriola" <vince.arriola@dpw.guam.gov>

Cc: Joseph W Duenas <jduenas@ssfm.com>, Ed Hipolito <ehipolito@ssfm.com>, "Gerard E. Bautista" <gbautista@ssfm.com>

Hafa Adai,

The law requires us to use the TRMA design. The attached scope of work explains how we will use the design. Hope this helps.

Glenn A.L. Guerrero | Senior Project Manager

file

16 DEC 2024



Innovate | Adapt | Sustain

215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 808.913.0294

gguerrero@ssfm.com | www.ssfm.com

From: Ed Hipolito <ehipolito@ssfm.com>**Sent:** Friday, December 13, 2024 7:53 AM**To:** Glenn Leon Guerrero <gguerrero@ssfm.com>**Cc:** Alvin Bejosa <abejosa@ssfm.com>**Subject:** FW: SSHS: TRMA/SSFM Weekly Progress Meeting

This is the draft sow change and timeline sent to SSFM prior to the GDOE contract mod request.

Ed Hipolito, PE, TE | Senior Project Manager



215 Rojas Street, Suite 213 | Harmon, Guam 96913

T 671.646.7736 | M 671.488. 8325 | F 671.300.7738

ehipolito@ssfm.com | www.ssfm.com

From: Cedric Cruz <Ccruz@traguam.com>

Sent: Wednesday, November 20, 2024 10:56 AM

To: Ed Hipolito <ehipolito@ssfm.com>

Cc: Elmer Prudente <Eprudente@traguam.com>; Arch <Arch@traguam.com>; Joseph W Duenas <jduenas@ssfm.com>; Gerard E. Bautista <gbautista@ssfm.com>; Alvin Bejosa <abejosa@ssfm.com>; Connie Garrido <cgarrido@ssfm.com>

Subject: SSHS: TRMA/SSFM Weekly Progress Meeting

Email received from EXTERNAL sender. Confirm the content is safe prior to opening attachments or links.

Hi Ed,

Please see below the preliminary new terms that TRMA must negotiate with GDOE based on the proposed design build approach for the SSHS procurement and our recent discussions. These are not final with pending feedback from the design team and any additional feedback from SSFM. We are recommending that GDOE maintain the Commissioning Authority services for added assurance regarding the building systems covered under the service and for documentation of GDOE acceptance.

The anticipated schedule is also below. We currently estimate that the balance of TRMA's contract fee covers the services under the new terms, subject to further feedback on the terms & schedule and acknowledging the time & material basis for the noted exclusions.

Please let me know if additional information is required on this matter. We anticipate sending the final terms to GDOE on 11/22 Friday morning.

Thanks.

Senseramente,

Cedric Cruz, AIA NCARB LEED AP BD+C

Taniguchi Ruth Makio Architects

P.O. Box EA

Hagatna, Guam 96932

Tel (671) 475-8772

Fax (671) 472-3381

GDOE SSHS Bid and Construction Services will be revised and limited to:

1. Preparation of a design-build programming document based on general design requirements extracted from TRMA's 100% submittal and limited to architectural, landscaping, civil, structural, mechanical, fire protection, electrical, telecom, and FF&E scope, and will include:
 - a. General Project Requirements – Base Bid and Additive Bid Scope; Campus Population requirements; Developer Responsibilities for Design; GDOE's review requirements
 - b. Site development, exterior works, campus infrastructure requirements.
 - c. Building Shell & Systems design requirements including engineering requirements.
 - d. Architectural program identifying space planning, interior material, and finish requirements.
 - e. General reference plans and drawings.
 - f. Attachments

The programming document will include attachments for geotechnical, archaeological, environmental, traffic study, landscaping, acoustical, theater design, audio visual, and network data from the 100% submittal. These will be for information only.

2. Bid RFI responses regarding the programming document intent; additional fees will be required for any rebid or extension of the Bid RFI timeframe. 3-weeks will be allotted for preparation of RFI responses.
3. Design Review at 60% and 100% completion for conformance with the programming document intent.
4. Construction RFI responses regarding the programming document intent. Inspections and submittal /shop drawing reviews are excluded and will be done on a time and material basis if required.
5. No Designer of Record responsibilities. Review for building regulations compliance, design coordination, and constructability is excluded. TRMA's team may comment on these at their discretion, but responsible control of the design remains with the new DOR.
6. No Owner Agent services.

7. Commissioning Authority services for Design Review, Construction submittal/shop drawing reviews, and Witnessing the Functional Performance Testing of HVAC & controls, Lighting controls, and Plumbing systems.

Additional Terms will include:

- Contract Extension to December 2028.
- Liability Waiver for TRMA's 100% Submittal documents.
- Liability Waiver for any previous Submittal documents included in the programming document.
- Liability Waiver and additional fee for 100% Submittal Revit and CAD files.
- Voiding of the current permit application.
- No Designer of Record responsibilities. Review for building regulations compliance, design coordination, and constructability is excluded. Team members may comment on these at their discretion, but responsible control of the design remains with the new DOR.
- No Geotechnical services.
- No Archaeological services.
- No Environmental services.
- No Cost Estimating services.
- No Acoustical Design services.
- No Audio Visual and Theater Specialty services.
- No Permitting services.

Schedule:

Programming Doc 8-weeks Pre-Final Submittal

6-weeks Final Submittal

1-week GDOE/DPW/SSFm review

Bid 3-months max; RFI responses (14-day response time)

60% Design Review 3-weeks review

100% Design Review 3-weeks review

Construction 3-years; limited RFI responses (10-day response time)

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02/12/19

REQUEST FOR PROPOSAL

CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, LEASEBACK (FDDDBML) FINANCING

PROJECT NO. SSHS XXXX

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, Demolition, Design, Build, Maintain and Leaseback Project (FDDDBML) for One (1) New High School in Yigo.

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

This solicitation for FDDDBML 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.

II. INTENT

The Governor of Guam through the Department of Public Works intends to obtain high school facility through a municipal leaseback program as described in this Finance, Demolition, Design, Build, Maintain and Leaseback (FDDDBML) project with a maximum of _____ dollars (\$ 0.00) annual amortization on best possible financial terms at the desired level of service to include Zero (0) years capitalization of principal and interest payments. The terms and conditions

of the lease shall be as determined by I Magalahen Magahaga by the execution _____ lease agreement; provided, however, that the lease shall mature not later than the year 2054.

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 ____%. 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 I of this Request for Proposal.
- d. Ability of Lessor to structure municipal leases from \$0.00 to over \$0.00 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 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 demolition,

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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 FDDBML, 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 lease 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 payoff 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.

The amount for municipal lease and maintenance shall be a maximum of----- Dollars (\$ 0.00) annually or best financial terms at the desired level of service for thirty (30) 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

I. 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

I. GENERAL INFORMATION

1.1 ISSUING OFFICER

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

Name:	Vincent P. Arriola
Title:	Director, DPW
Department Name:	Department of Public Works
Mailing Address 1:	542 North Marine Drive Yigo, Guam 96913
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:	Vincent P. Arriola
Title:	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 **2025**. 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 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 FDDBML, may be disqualified without further notice.

1.6 CANCELLATION OF FDDBML

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.

1.7 ADDENDUM AND AMENDMENT TO RFP

If it becomes necessary to revise or amend any part of this RFP, the Government of Guam will 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, whether 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, negligence 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 negligence of the Government of Guam will enter, except when caused by the fault, failure or negligence 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.

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 ensure 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 timeline 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 a credit committee, 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 regard to this financing.

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 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 demonstrate 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 GDOE shall pay the Developer or Finance Company, on an annual basis, for all lease payments due in accordance with the terms of the contract.
- 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 takes 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.
- 3.1.8 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.

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 nonresponsive 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.

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 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, equipment that will be 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 faithful performance of the contract.
- 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 meet the needs of the Government of Guam more fully or to furnish additional 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 be 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 FDDBML, and the RFP Submission Packet forms. If any provision of the RFP Submission Packet forms conflicts with those of the FDDBML, then the terms of the FDDBML shall control. If terms and conditions of the GENERAL CONDITIONS of this FDDBML 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 Thirty (30) 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 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 ~~from~~ for 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 these 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.

VI BIDDER'S AFFIRMATION AND DECLARATION

Before me, the undersigned 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.

DRAFT

FORM OF NON-COLLUSION AFFIDAVIT

A F F I D A V I T

(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_____

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MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

GUAM)ss

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

1. That the persons who have held more than 10 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: _____

Project Name:

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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 "D"
(Name)
(Title)
(Dept.)

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

WITNESSED BY:

(Name)
(Title)
(Dept.)

(Name)
(Title)
(Dept.)

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ELVALUATION 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 \$10,000,000.00 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		
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 in future years. (Event of non-appropriation).	5		

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Municipal Leasing and Financing Proposal, Part I				
Item No.	Evaluation Criteria	Percentage (%)	Grade Points	Remarks
	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.			
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 required in the RFP. Please provide examples of experience involved in similar financing.	10		
i	Ability of Lessor to develop a payment schedule that can be structured on an annual basis. Please provide example of payment scenario.	3		
Total percentage points for the Municipal Leasing and Financing, Part I				

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, equipment that will be assigned to	15		

REQUEST FOR PROPOSAL

Construction of New Simon Sanchez High School

Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)

Project No. SSHS XXXX

	projects as per required in the RFP.			
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 Simon Sanchez High School

Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)

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INSTRUCTIONS TO PROPOSER

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 _____ 2025.

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, Yigo, Guam 96913 and endorsed with the name of the bidder and the title "Construction of New Simon Sanchez High School, Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML)".

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 thirty calendar days (30) for the design phase and construction phase shall be completed within two hundred seventy (270) 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 FDDBML.

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

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 regard to any bid submitted. Such affidavit shall be attached to the bid.

INSTRUCTIONS TO PROPOSER

Construction of New Simon Sanchez High School
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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 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:

INSTRUCTIONS TO PROPOSER

Construction of New Simon Sanchez High School
Finance, Demolition, Design, Build, Maintain and Leaseback (FDBBML)
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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 PROPOSER

Construction of New Simon Sanchez High School
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Project No. SSHS-XXXX

REQUEST FOR PROPOSAL

CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL FINANCE, DEMOLITION, DESIGN, BUILD, MAINTAIN, AND LEASEBACK (FDDBML)

TECHNICAL SPECIFICATIONS Project No. SSHS XXXX

LOURDES LEON GUERRERO
Governor of Guam

Prepared by:
Department of Public Works
Government of Guam

2025

GENERAL STATEMENT OF WORK

Construction of New Simon Sanchez High School
Finance, Demolition, Design, Build, Maintain and Leaseback (FDDBML)
Project No. SSHS-XXXX

GENERAL STATEMENT OF WORK

I. INTRODUCTION

This Statement of Work describes the Scope of Work required of the Proposer's demolition team in demolishing existing building, 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 Assessments (including asbestos, radon and etc.), prior to demolition of the existing building. New 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 Simon Sanchez compound in Yigo of Guam's public schools.

III. SCOPE OF WORK

The Demolition Team shall provide barricade around the building, disconnect and mark all electrical, waterline and utilities connection from existing building to remain for reconnection to new building. Remove all existing asbestos prior to demolition and dispose as per GEPA requirements. All salvageable materials shall be turned over to GPSS for proper disposal.

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

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

GENERAL STATEMENT OF WORK

Construction of New Simon Sanchez High School
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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 Simon Sanchez Site

- A. Northern groundwater lens. Storm runoff resulting within the school property must be contained within the site with the use of ponding basins or ground 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, 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

GENERAL STATEMENT OF WORK

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the properties slated for the new schools have recorded archeological and historical sites in their site inventory. The northern sites 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 Site 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 school's 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, ground covers, underground utilities, etc. It shall include determination of any earthquake faults and its effect on the school's 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 this 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

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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.

Ten copies of the conceptual plans shall be submitted.

The design team shall conduct a conceptual presentation 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, Specification, and Estimates

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:

- 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, internet, and cable).

- Road plans and profiles,

- Other civil engineering plans and details necessary to conduct a 50% preliminary plan review.

3. Architectural design:

- Floor and ceiling plans

- Building elevations and sectional views,

- Equipment layouts,

- Landseaping plans

- Other architectural plans and details necessary to conduct a 50% preliminary plan 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 plan review.

5. Mechanical design:

- Plumbing plans

- Air conditioning and ventilation plans

- Fire protection and alarm, and monitoring plans

GENERAL STATEMENT OF WORK

Construction of New Simon Sanchez High School

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- Mechanical equipment plans
- Other mechanical plans and details necessary to conduct a 50% preliminary plan review.
- 6. Electrical design:
 - Lighting plans
 - Off-site power supply plans
 - Power supply plans to all equipment
 - Other electrical plans and details necessary to conduct a 50% preliminary plan review.

B: SPECIFICATION:

A preliminary technical specification 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.

D. MAINTENANCE AND CUSTODIAL PLAN

Post Construction Facilities Maintenance and Custodial Operations Plan - The design team shall prepare a complete operation manual for school for the required post construction monitoring, maintenance, and custodial operations of the school facility. The plan shall address the operational and/or maintenance of the buildings, equipment, 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.

GENERAL STATEMENT OF WORK

Construction of New Simon Sanchez High School
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Project No. SSHS-XXXX

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.

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 disk 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 thirty (30) calendar days.

V. CONSTRUCTION SCHEDULE

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Construction of New Simon Sanchez High School
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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 SIMON SANCHEZ high school in Yigo shall be **two hundred twenty (220) 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)
- 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 APPROACHING AGENCIES:

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

VIII. 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 thirty (30) years or until the leaseback contract is completed.

GENERAL STATEMENT OF WORK

Construction of New Simon Sanchez High School
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Building maintenance include the preventive maintenance of the whole facility(ies), maintenance and replacement of fixed equipment's.

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

IX. 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.

X. 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 Simon Sanchez High School
Finance, Demolition, Design, Build, Maintain and Leaseback (FDDBML)
Project No. SSHS-XXXX

**CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL
FINANCE, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDDDBML)
TECHNICAL SPECIFICATIONS
Project No. SSHS XXXX**

Attachment "A"

A. GENERAL:

Under Public Law 24-73, planning and design for New High School must be based on a 2,000-student capacity enrollment for each facility. Guam DOE that organizes academic classrooms into four groups called academies. Each group relates to a segment of the Guam employment market.

1. Construction Academy
2. Marketing Academy
3. Tourism (restaurants, hospitality) Academy
4. College Prep Academy

The DOE requested that all High Schools be comprehensive, i.e. that they contain all four academies. In order to keep costs to a minimum, the number and size of each academy.

B. PLANNING AND DESIGN:

1. High School Space Standards (see attached documents):
2. DOE Ten Year Capital Facilities Plan has high/middle school conceptual layouts.

Alternative "A":

This plan can be used as a stand -alone facility or as a shared High/Middle 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.

Attachment "A"

- **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

High 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 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

Attachment “A”

Construction of New Simon Sanchez High School
Finance, Demolition, Design, Build, Maintain and Leaseback (FDDBML)
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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 high school.
- 3. Security: Provide an attractive fence, gate and Guard post for the public side of the property. The **Yigo 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 Simon Sanchez High School
Finance, Demolition, Design, Build, Maintain and Leaseback (FDD8ML)
Project No. SSHS-XXXX
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**CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL
FINANCE, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDDDBML)
TECHNICAL SPECIFICATIONS
Project No. SSHS XXXX**

Attachment "B"

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 concrete topping for floor or roof slabs.

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.

c. For the Hallways without ceilings (exposed structure), spray applied perlite/vermiculite insulation will be used.

4. Roofing

Attachment "B"

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.

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

Attachment "B"

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.

12. 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 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

Attachment "B"

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

b. Contractor shall verify closest waterline connection.

3. Wastewater System Improvements

a. Contractor shall verify closest sewer line connection.

4. 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 System

1. Structural Design Criteria will be as follows:

U.B.C. - Uniform Building Code 2000

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

2. Dead Loading

Normal Concrete Weight = 150 pcf

a.	Double Tee Panel:	Guam RMP Double Tees	
i.	18" deep	Standard Unit	= 44 psf
		Composite Unit	= 82 psf
ii.	44" deep	Standard Unit	= 74 psf
		Composite Unit	= 112 psf
b.	Pres-stressed Plank	Base Unit 3.5" thick	= 43.8 psf
		Composite Unit	= 81.0 psf
c.	6-inch CMU Walls		= 65 psf
d.	Waterproofing		= 8.0 psf
e.	Ceiling		= 5.0 psf
f.	Miscellaneous (Utilities)		= 3.0 psf

3. Live Load

a.	Classroom	= 40.0 psf
b.	Roof Deck Live Load	= 12.0 psf

4. Seismic Load

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4. Design Base Shear

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

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

5. Wind Load

a. Velocity – 175 mph as defined by UBC
Exposure C

D. 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.

E. 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.

F. Wall System

The vertical load resisting system must compose 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 provide for walls with openings.

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

G. Roof System

Conventional cast-in-place system or Batter system . A pre-cast pre-stresses composite

Attachment "B"

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 a high degree of corrosive resistance in highly corrosive environment.

H. Mechanical System

Mechanical system includes 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 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.

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,

Attachment "B"

1. 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.

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 luminaires 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.
- ▶ 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

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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 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.

(TRMA TO PROVIDE AS THE PROGRAMMING DOCUMENTS)

- I. PROJECTS DESCRIPTIONS AND LOCATIONS**
- II. SCOPE OF WORK**

Attachment "B"

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**CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL
FINANCE, DESIGN, BUILD, MAINTAIN AND LEASEBACK (FDDBML)
TECHNICAL SPECIFICATIONS
Project No. SSHS XXXX**

Attachment "C"

I. SITE DEVELOPMENT FOR CONSTRUCTION OF NEW SIMON SANCHEZ HIGH SCHOOL (FDDBML)

The following must be considered when developing the preliminary high school layouts for Guam Public School System:

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-sealed 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.

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► **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 livable in a tropical climate. If it is not possible to afford all landscaping up-front, then 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-12 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 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.

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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 school's 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. 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.

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.

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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 guard houses, 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 alongside 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 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.

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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.

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. Problems 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 are 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

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be preserved, and their size and location may have a negative impact on the school layout or its functional operations.

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SPECIAL PROVISIONS

1. **General Intention.** It is the declared intention and meaning to provide and secure the **Construction of New Simon Sanchez High School, Finance, Demolition, Design, Build, Maintain, Leaseback (FDDBML), Project No. SSHS XXXX.**
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 two hundred twenty (220) calendar days.

GENERAL CONDITIONS

Construction of New Simon Sanchez High School
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Project No. SSHS-XXXX

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 envelope addressed to such last known business address and deposited in a United States mail box. The Contractor must provide and maintain a post office address within the Territory of Guam and file the same with the Contracting Officer.

II. FDDDBML 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.

(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.

GENERAL CONDITIONS

Construction of New Simon Sanchez High School

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(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.

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.

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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 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.

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(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.

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 ensure 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.

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(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 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

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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.

(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

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employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable laws.

(b) Should typhoon warnings be issued, the Contractor shall 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

(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

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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.

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

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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.

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 in sets.

(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.

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(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 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

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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.

(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

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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 furnished for and used in the job shall be of kind and grade specified and where not specifically called for at least of customary standard grade. All work shall be executed in accordance with their trades. Full structural safety is essential and the Contractor guarantees to accomplish same for the entire work.

8. Guarantee of Work

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

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

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

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

(c) In any case wherein fulfilling the requirements of the contract or of any guaranteed 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.

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(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.

D. Defective Work

No work or material which may be defective in construction or quality or deficient in any of the requirements of the drawings and specifications will be considered accepted as a consequence of the failure of the Contracting Officer or the inspectors to discover or to point out said defects or deficiencies during the construction; nor will the presence of inspectors on the work relieve the Contractor from the responsibility of securing the quality and progress of work as required by these specifications.

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

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

VI. INSPECTION OF WORK

1. Access to the Work

The Contracting Officer and his representatives shall have access at all times to the work for inspection whatever 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

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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 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 ensure 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 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

GENERAL CONDITIONS

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January	06	July	10
February	04	August	11
March	04	September	11
April	03	October	09
May	04	November	07
June	06	December	07

4. Progress Report

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

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

(a) 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 exists to justify such action, and without prejudice to any other rights or remedy he may

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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.

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.

GENERAL CONDITIONS

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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 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.

GENERAL CONDITIONS

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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;

(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

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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 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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Construction of New Simon Sanchez High School
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INSURANCE AND MAINTENANCE AGREEMENT

dated as of 2025,

by and among

Lessor,

DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM,

Lessee,
Maintenance
Contractor,

and

Trustee

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THIS INSURANCE AND MAINTENANCE AGREEMENT (this "Agreement") is

entered into as of this first day of August, 2025, by and among _____ ("Lessor"), the DEPARTMENT OF EDUCATION, GOVERNMENT OF GUAM ("Lessee"), _____, as ("Maintenance Contractor"), and _____ as trustee pursuant to the Trust Agreement (as defined herein) (the "Trustee").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a Lease Agreement, dated as of _____, 2025 (the "Lease Agreement");

WHEREAS, pursuant to the Lease, Lessor will construct a high school (the "Facility") and lease the Facility to Lessee;

WHEREAS, under the Lease Agreement, Lessor has undertaken certain obligations with respect to the insurance and capital maintenance of the Facility, and Lessor and Lessee wish to contract with Maintenance Contractor to fully perform such obligations;

WHEREAS, Maintenance Contractor, in consideration of the compensation herein provided, is prepared to perform the required services and fully and timely perform and discharge such obligations;

WHEREAS, this Agreement, together with the Project Development Agreement, dated as of _____, 2025, by and between Lessor and _____, as developer, constitutes the "Contract" as that term is defined in Chapter 58A of Title 5 of the Guam Code Annotated; and

WHEREAS, Lessee has agreed to make annual rental payments to Lessor, and Lessor has assigned these payments to the Trustee, as Trustee under the Trust Agreement, dated as of _____, 2025 (the "Trust Agreement"), by and between Lessor and Trustee, pursuant to which the Trustee has executed and delivered the _____ (Lessor). _____ (the "Certificates") in order to finance the Facility;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; TERM

1.1 **Definitions.** All capitalized terms used and not defined herein shall have the meaning ascribed thereto in the Lease Agreement.

1.2 **Term of Agreement.** The rights and duties of Maintenance Contractor under this Agreement shall commence upon the issuance by the Department of the certificate of occupancy with respect to the Facility, and shall end upon the expiration or termination of the Lease Agreement. The obligations of Lessor to make the payments and reimbursements set forth herein begin when the rights and duties of Maintenance Contractor begin, but will survive the termination of the Lease Agreement, provided that no additional charges will accrue hereunder (other than interest and, if applicable, default and collection fees) after the termination of the Lease Agreement.

ARTICLE II

**DELEGATION OF INSURANCE AND CAPITAL MAINTENANCE
RESPONSIBILITIES**

2.1 Delegation. Lessor hereby delegates to Maintenance Contractor, its duties to provide for the capital maintenance and insurance of the Site and the Facility and the payment of taxes with respect thereto, pursuant to Articles VI, VII and VIII of the Lease Agreement to the extent herein provided. Lessee hereby consents to such delegation. In consideration of the payments and reimbursements herein provided, Maintenance Contractor hereby accepts such delegation.

2.2 Powers of Maintenance Contractor. Maintenance Contractor shall have all the powers necessary to carry out its duties and responsibilities under this Agreement, including but not limited to the following:

(a) To engage the services of contractors or other employees or agents and to pay to said persons a reasonable compensation therefor.

(b) "To insure, repair, perform capital maintenance on, and otherwise deal in and with, real and personal property of every kind and character that was constructed or installed by Lessor, located on the Site or used in connection with the Facility in accordance with the Scope of Work in Exhibit A.

(c) To deal in and with the Facility including but not limited to buildings and other structures; classrooms; gymnasiums; tennis, volleyball and basketball courts; soccer, softball, baseball and football fields; playgrounds and other athletic facilities; cafeterias; offices; language laboratories; scientific laboratories, equipment and safety devices; conference rooms; roads, walkways, streets, and pedestrian paths; parks, open spaces, gardens, common areas and public areas; amphitheaters and other public entertainment areas; utility lines and systems; outdoor lighting systems; landscaping, including without limitation plants, trees, shrubs, and grass; and such improvements and equipment as may be appropriate for use in connection with Maintenance Contractor's duties under this Agreement.

(d) Subject to applicable law, to delegate by written agreement to one or more contractors any or all of Maintenance Contractor's powers, duties and responsibilities referred to in this Agreement, provided, that no such delegation shall relieve Maintenance Contractor of its duties and responsibilities hereunder.

(e) To pay all costs imposed by, associated with, or incurred as a result of Federal or Guam laws, rules, or regulations, including without limitation taxes (if any), costs of studies, consultants' fees and costs, and performance costs.

(f) To do everything necessary, suitable, convenient, or desirable for the accomplishment of any of the purposes, the attainment of any of the objects, or the furtherance of any of the powers set forth in this Agreement, either alone or in connection with other corporations, firms, or individuals, and either as principal or agent, and to do every act or thing incidental or appurtenant to, or growing out of, or connected with any of the aforesaid objects, purposes, or powers.

2.3 Obligations of Maintenance Contractor. To fulfill the duties accepted by it pursuant to Section 2.1, Maintenance Contractor shall:

(a) from and after the issuance of an occupancy permit for the Facility, provide for the capital maintenance, repair, and replacement of the Facility as set forth in the Scope of Work attached hereto as Exhibit A;

(b) from and after the issuance of an occupancy permit for the Facility,

obtain insurance for the Facility of the type and in the coverage amounts set forth in Section 7.01(b) of the Lease Agreement and Article IV;

(c) rebuild and repair the Facility following damage or destruction thereof or a permanent taking by the power of, or a power in the nature of, eminent domain or by an action or deed in lieu of condemnation, as set forth in Article IV; and

(d) prepare, adopt, amend and disseminate Budgets from time to time as set forth in Article III.

Maintenance Contractor shall not be obligated to provide routine maintenance, security services, custodial services, waste collection, or landscaping services to the Site.

2.4 Governmental Successor. Maintenance Contractor may, in its discretion, turn over any of its powers and duties hereunder to a governmental entity that is willing to accept and assume the same under the terms and conditions of this Agreement; provided that Maintenance Contractor shall provide Trustee with written notice of such successor.

ARTICLE III

MAINTENANCE CONTRACTOR'S COMPENSATION, BUDGETING AND REIMBURSEMENT

3.1 Maintenance Contractor's Compensation. Maintenance Contractor shall be entitled to reimbursement for all expenditures made hereunder and compensation for its services as set forth in the annual budget as defined in 3.2. Notwithstanding any other provision of this Agreement, such compensation shall include, and Lessor shall be obligated to pay Maintenance Contractor, reimbursement to Maintenance Contractor of all insurance premiums payable pursuant to Section 2.3(b) and all expenses incurred pursuant to Section 2.3(c). Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any obligation hereunder if it has not been paid compensation as provided for herein. Without limiting the generality of the foregoing, Maintenance Contractor shall have no obligation to make any payment described in Sections 2.3(b) or 2.3(c) if it is not assured of reimbursement therefor. In any given lease year, Lessor will not be required to reimburse Maintenance Contractor for costs, including emergency expenditures as described in Section 3.5, if sufficient funds for such reimbursement are not available in either the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as the case may be. Lessor shall take actions as described in this Article III, to include any valid and unreimbursed costs of the Maintenance Contractor in the subsequent year's budget.

3.2 Preparation of Budget. For each Term, commencing with the Term beginning on December 2, 2012, Maintenance Contractor shall, not later than sixty (60) days prior to the beginning of the Fiscal Year in which such Term commences, prepare a Budget for such Term (including a reasonable allowance for contingencies) (the "Budget"). The Budget shall set forth a detailed estimate of all costs to be incurred with respect to this Agreement and a schedule of cash advances to be made by Maintenance Contractor. The Budget shall also provide for up to \$xxx,xxx in each year to be deposited to the Capital Replacement Reserve (the balance of which is not to exceed \$x,xxx,xxx). In addition, the Budget shall provide for a \$xx,000 allotment in each year for unscheduled repair's, including, for example, repairs needed as a result of vandalism. The Budget for the Initial Term has been approved by Maintenance Contractor, Lessor and Lessee and is attached hereto as Exhibit C.

3.3 Approval of Budget. Maintenance Contractor shall submit the proposed Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved the Budget unless, within 30 days after the date the proposed Budget is submitted, Lessor or Lessee provides to Maintenance Contractor with a written list of specific items in the proposed Budget to which such party objects together with its reasons for objecting. If either such party objects for any reason, including inability to pay any required Additional Rental in the amount budgeted for the Fiscal Year, Maintenance Contractor shall prepare and submit to Lessor and Lessee a revised Budget within 15 days of receipt of the objection. If Lessor, Lessee and Maintenance Contractor are unable to agree on the Budget for any year, the dispute shall be resolved as set forth on Exhibit B. Lessee's approval of a Budget shall constitute agreement to pay Additional Rental from Available Funds in such additional amount as shall be sufficient, together with the originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) under the Trust Agreement to pay the amounts provided in such Budget; provided, however, that expenditures from the Capital Replacement Reserve shall be subject to Lessee approval (by written approval of the Superintendent of the Department of Education or another person designated in writing by the Superintendent). In the absence of an Event of Default under the Lease, Lessor's approval of Budgets shall be based solely on the sufficiency of amounts available under the Trust Agreement to pay the amounts provided in such Budget. When each annual Budget has been approved or deemed approved pursuant hereto, the Maintenance Contractor shall promptly submit a copy of the Budget to the Trustee.

3.4 Reduction of Services. If Lessor or Lessee objects to the proposed Budget because of an inability to pay for all budgeted services, Maintenance Contractor shall prepare a revised Budget in which total costs for the Fiscal Year do not exceed the \$1,568,000 originally scheduled Additional Rental and available amounts on deposit in the Insurance and Maintenance Fund (or the Capital Replacement Reserve, as applicable) or such larger amount as shall be approved by the Lessor and Lessee. Maintenance Contractor shall consult with Lessee concerning which services, if any, to reduce or eliminate in the revised Budget. If this Section 3.4 is applicable due to an objection by Lessor or Lessee, Maintenance Contractor may provide in the revised Budget for the reduction or elimination of any of the services otherwise required to be provided by Maintenance Contractor under this Agreement. Maintenance Contractor shall submit a revised Budget to Lessor and Lessee within 10 days of the date Lessor or Lessee submits its objections to the proposed Budget. Unless Lessor or Lessee notifies Maintenance Contractor in writing that such party objects to the revised Budget within 10 days of the date the revised Budget is submitted, Lessor and Lessee each shall be deemed to have approved the revised Budget. If Lessor or Lessee objects to the revised Budget, then either Lessor or Lessee may terminate this Agreement with 30 days' written notice to the Maintenance Contractor and the Trustee. Any revised Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.5 Operation within Budget. Operations shall be conducted, expenses shall be incurred and assets shall be acquired only pursuant to approved Budgets, provided, however, that in case of emergency, Maintenance Contractor may take any reasonable action it deems necessary to protect life, limb or property, to protect the Project or to comply with law or government regulation the noncompliance with which would have a material adverse effect on the Project or the parties hereto. Maintenance Contractor shall promptly notify Lessor and Lessee in writing of any such emergency expenditure, and Maintenance Contractor shall be reimbursed for such emergency expenditure, but only from amounts available for such purpose in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable. If the moneys in the Insurance and Maintenance Fund or the Capital Replacement Reserve, as applicable, shall be insufficient to cover such emergency expenditure,

Lessor shall request in writing that such amounts be paid to Lessor by Lessee from Available Funds as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement, and a copy of such request shall be provided to the Trustee. Notwithstanding any other provision of this Agreement, Maintenance Contractor shall have no obligation to perform any service that is not set forth in the approved Budget.

3.6 Budget Overruns; Program Changes. Upon the occurrence of unexpected events, Maintenance Contractor may, but shall not be required to unless It is assured of reimbursement, make such reasonable expenditures in excess of the adopted Budget as are necessary to carry out its duties hereunder. Maintenance Contractor shall submit any proposed material departure from an adopted Budget to Lessor and Lessee for approval. Lessor and Lessee shall each be deemed to have approved such departure from the adopted Budget unless within 10 days either Lessor or Lessee objects to the proposed change in writing to Maintenance Contractor. Maintenance Contractor shall not exceed an adopted Budget by more than 10%, unless directly caused by an emergency expenditure or unless authorized by Lessor and Lessee. Budget overruns of 10% or less shall be paid, but only from amounts available for such purpose in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable. Any departure from the adopted Budget approved or deemed approved pursuant hereto shall be submitted promptly in writing to the Trustee.

3.7 Books. Maintenance Contractor shall keep and maintain separate records and accounts of all expenditures. Lessor, Lessee and Trustee may examine such records during normal business hours on reasonable notice. The Trustee shall have no duty to examine such records.

3.8 Right to Stop Performing Functions. Maintenance Contractor has the right to stop performing any of its obligations hereunder if Lessor fails to reimburse or pay Maintenance Contractor, or to cause Maintenance Contractor to be reimbursed or paid, in a timely fashion as provided in the approved Budget from resources made available under the Lease Agreement and the Trust Agreement. Maintenance Contractor may also cease, either temporarily or permanently, to perform its duties if Lessor or Lessee materially impairs Maintenance Contractor's ability to perform, or if such performance is impaired by government action, labor dispute, typhoon, earthquake, flood, or other natural disaster or other event of force majeure. Upon any such cessation of performance by Maintenance Contractor, Maintenance Contractor shall provide written notice to the Trustee, Lessor and Lessee.

3.9 Payment. At any time and from time to time, if amounts in the Insurance and Maintenance Fund, or the Capital Replacement Reserve, as applicable, are insufficient to satisfy the obligations of Lessor to fully pay amounts owed to Maintenance Contractor hereunder, Lessor shall request that such amounts be paid to Lessor by Lessee as Additional Rentals pursuant to Section 4.01(c) of the Lease Agreement. Notwithstanding any other provision of this Agreement, the parties hereby acknowledge and agree that no obligation assumed by or imposed upon the Maintenance Contractor hereunder shall require the performance of any act by the Maintenance Contractor except to the extent, if any, that the cost and expense of such performance can be paid from the accounts held for such purpose under the Trust Agreement.

ARTICLE IV

INSURANCE

4.1 General. During the term of this Agreement Maintenance Contractor shall, at Lessor's sole cost and expense, arrange for, obtain and maintain in full force and effect policies of insurance set forth in and as required by Section 7.01(b) of the Lease Agreement. All premiums for such insurance shall be paid by Lessor to the respective insurance companies

upon invoices submitted to the Lessor by the Maintenance Contractor, but only from amounts available for such purpose in the Insurance and Maintenance Fund at least 30 days in advance of the date they are due to the respective insurers. Maintenance Contractor shall give Lessor, Lessee and Trustee 30 days' written notice of any increase in any premium prior to the date Lessor must pay such premium. Lessee and Trustee (at the expense of Lessee) shall cooperate fully with Maintenance Contractor and provide such information and execute such documents as may be necessary or convenient in obtaining such insurance.

4.2 Deductibles and Co-Payments. In the event of the occurrence of any loss with respect to the Facility, the Sites or otherwise hereunder that is not fully insured, Lessor shall promptly, upon written demand by Maintenance Contractor to Lessor and Lessee with a copy to Trustee, pay or cause to be paid to Maintenance Contractor or any other proper payee any deductible or co-payment that is a prerequisite to the insurer's payment of the proceeds of the applicable insurance policy, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

4.3 Damage and Reconstruction. In the event any Facility insured hereunder is damaged by fire or other casualty, the proceeds payable under the insurance policies shall be payable as provided in the Lease and the Trust Agreement. The Net Proceeds of fire and extended coverage insurance shall be deposited as provided in Article X of the Lease. After consultation with the Maintenance Contractor and the Lessee, Lessor shall instruct Maintenance Contractor as to the nature of the repair, reconstruction or replacement, if any, of damaged property, and Maintenance Contractor shall provide a proposed Budget for the requested repair, reconstruction or replacement using the procedure described in Section 3.4, with a copy to the Trustee.

ARTICLE V

MISCELLANEOUS

5.1 Breach. In the event of breach or threatened breach of this Agreement, any party may invoke the dispute settlement procedures set forth in Exhibit B. Except as otherwise provided herein, no party shall be relieved from its responsibilities hereunder unless the dispute resolution procedures are followed to their conclusion.

5.2 Enforcement Fees. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Agreement, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

5.3 Limited Liability. Maintenance Contractor shall not be liable to any person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Lessor shall indemnify, defend, release and hold harmless Maintenance Contractor from any loss, liability, claim or expense in such connection, but only from amounts available for such purpose in the Insurance and Maintenance Fund.

5.4 Amendment. This Agreement may only be amended, changed, modified, altered or terminated by an agreement in writing, signed by each of the Lessor, the Lessee, the Maintenance Contractor and the Trustee. The Trustee shall execute such agreement in writing only if there has been delivered to the Trustee an Opinion of Counsel addressed to the Trustee to the effect that such amendment, change, modification, alteration or termination (1) will not, in

and of itself, materially adversely affect the interests of the Holders, and (2) is authorized or permitted by this Trust Agreement and the Lease.

5.5 Partial Invalidity. The invalidity or unenforceability of any term or provision of this Agreement by the application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

5.6 Entire Agreement. This Agreement supersedes any and all prior agreements or understandings between the parties with respect to the subject matter of this Agreement.

5.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Territory of Guam.

5.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Under the terms of the Lease, Lessor may assign this Agreement to Trustee on the Certificate Closing Date pursuant to that certain Assignment and Security Agreement, dated as of August 1, 2010, by and between Lessor and Trustee. Following such assignment, Lessor may not assign this Agreement without the prior written consent of Maintenance Contractor, which consent shall not be unreasonably withheld. Maintenance Contractor may not assign this Agreement except to an affiliate or with the prior written consent of Lessor and Lessee, which consent shall not be unreasonably withheld. Trustee may assign this Agreement to its successor or assign pursuant to the terms of the Trust Agreement. Lessor, Trustee and Maintenance Contractor shall provide the other parties hereto with written notice of any such assignment.

5.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Lessor, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSOR:

By: _____

IN WITNESS WHEREOF, the Lessee, by its duly authorized representative, has executed this Insurance and Maintenance Agreement as of the date first above written.

LESSEE:

DEPARTMENT OF EDUCATION,
GOVERNMENT OF GUAM

By: _____

APPROVED AS TO FORM

EXHIBIT A

Insurance and Maintenance Agreement

Dated as of _____, 2025

By and among

_____, Lessor

Department of Education, Government of Guam, Lessee,

Work Scope

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
1	Paving					
1.1	Asphalt - repair/seal of cracks	As required			x	
1.2	Concrete Slabs on Grade and Elevated Slabs - repair cracks	As required			x	
2	Structural					
2.1	Structural Damage Assessments	As required			x	
2.2	Foundation Repairs	As required			x	
2.3	Repair of Structural Elements (incl. Crack Repairs)	As required			x	
2.4	Replacement of Structural Elements	As required			x	
2.5	Upgrading of Structural Elements	As required			x	
3	Wall Systems					
3.1	Doors including hardware	As required				x
3.2	Window Assemblies (including Aluminum Sash)	As required			x	x
3.3	Indoor Gym Bleachers that pull out from wall	As required		x		
3.4	Restroom Partitions (attached to wall)	As required			x	
4	Floor Covering					
4.1	Carpeting	Daily	x		x	x
4.2	Resilient Tile Flooring	Daily / Weekly	x		x	x
4.3	Sports Flooring	Daily / weekly	x		x	x
5	Painting					
5.1	Interior of classrooms, library, Offices, hallways, cafeteria, Restrooms, Gymnasium and Athletic Manager's Office, Covered Walkways, Laboratories and other Indoor and Outdoor Spaces.	As required / 5-years			x	x
5.2	Touch-up painting of walls	Monthly	x			
5.3	Exterior masonry, metal surfaces and trim	As required / 5-years			x	x
6	Roofing					
6.1	Large Sections or Whole Buildings of Roofing Systems including Water and Thermal Proofing	As required / 5-years			x	x
6.2	Flashings, Gutters, and Downspouts	As required		x	x	
6.3	Ceiling Tiles	As required			x	
7	Electrical					
7.1	Main Electrical Riser, Connections and Conduits within the Boundaries	As required		x	x	
7.2	Panels and Boards	As required		x	x	
7.3	Signal Systems, including Fire Alarm System and Public Address	Per Mfr		x		
7.4	Main Power Distribution System	As required			x	
7.5	Interior and Exterior Power Distribution Systems	As required			x	
7.6	Interior and Exterior Lighting Systems including Interior and Exterior Incandescent and Fluorescent Lighting and Fixtures	Monthly	x	x		
7.7	Equipment Connections	As required			x	
7.8	Conduits, Conductors and Cables	As required			x	
7.9	Preventive Maintenance and Repair of Stand By Generator and Transfer Switch	Per Mfr		x		
8	Plumbing					
8.1	Main Water Supply Pipe Connections and Piping Within Boundaries	As required			x	
8.2	Underground Water Distribution Systems	As required			x	
8.3	Sewer piping, manholes within boundaries	As required			x	
8.4	Interior Water Supply	As required			x	
8.5	Interior and Exterior Plumbing, Connections, Piping and Fixtures, including heaters	As required / Per Mfr		x	x	x
9	Air Conditioning/Ventilation/Heating					
9.1	Air Conditioning Systems					
9.1.1	1.a Central Systems	wk, mo, qtr, 5-yr	x	x		x
9.1.2	1.b Individual Units	wk, mo, qtr, 5-yr	x	x		x
9.2	2. Ventilation Systems					
9.2.1	2.a Toilet and Bath Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9.2.2	2.b Cafeteria and Kitchen Fan Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
9.1.3	2.c Construction and Automotive Workshops Fume Exhaust Systems	wk, mo, qtr, 5-yr	x	x		x
10	Fire Protection System					
10.1	Testing and Certifying of Fire Protection System	Annually		x		
10.2	Maintenance of Fire Protection Riser and System	As required			x	
10.3	Maintenance of Fire Alarm System	see Section 7				
10.4	Testing and Certifying of Kitchen Fire Protection System				x	
10.5	Certification and Replacement of Fire Extinguishers	Annually/As Required		x	x	x

30 Year Maintenance Program			Type			
			Janitorial	Preventive	Unscheduled	Capital
Typical School Facility Components for Maintenance		Frequency				
11	Kitchen Equipment					
11.1	Kitchen Equipment Maintenance	Weekly/As Required			x	x
12	Telecom and Internet					
12.1	Telecommunication Conduits / wiring	As Required			x	
12.2	Public Address	Per Mfr		x		
13	Landscaping and Lawns					
13.1	Grass cutting and maintain all grounds including football field	Bi-weekly	x			
13.2	Walkway edging	Bi-weekly	x			
13.3	Tree Trimming / Hedging	Monthly	x			
13.4	Provide and maintain Necessary Lawn Care Equipment (1- Riding Mower, 4-Bush cutters, 2-push Mowers)	As Required		x		x
14	Custodial and Waste Collection					
14.1	Garbage collection from classrooms, offices, restrooms and other building areas	Daily	x			
14.2	Site cleanup (hallways, walkways, parking lots, etc.)	Daily	x			
14.3	Waste removal by commercial hauler	5 x weekly	x			
14.4	Classroom Floor polishing / waxing / sealing	Bi-Quarterly	x			
14.5	Restroom cleaning (Sweeping, mopping, wipedown of surfaces, Supply and replenishment of Paper Products, Soap)	Daily	x			
14.6	Restroom flushing and rinsing	Daily	x			
14.7	Classroom cleaning (Sweeping, mopping, wipedown of Student Desks, Cleaning of White boards)	Daily	x			
14.8	Cleaning of Windows and doors interior and exterior	Daily	x			
14.9	Flushing exterior walkways / pressure washing	Bi-weekly / Quarterly	x			
15	Pest Control					
15.1	Spraying for control of pests(Ants, Cockroaches and Rats)	As Required	x			
15.2	Control of Termites	As Required	x			x
16	Elevator Maintenance					
16.1	Certificaiton	annually		x		x
17	Campus Security					
17.1	On Site Secrity (See Appendix "A")	As Required	x			

EXHIBIT B

Procedures for Settling Disputes

TO THE EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CHAPTER 6 OF TITLE 5 OF THE GUAM CODE ANNOTATED, IN ANY CASE IN WHICH THERE IS A DISPUTE BETWEEN THE PARTIES HERETO WITH RESPECT TO MATTERS UNDER THIS AGREEMENT, THE PROCEDURE FOR RESOLUTION OF THAT DISPUTE SHALL BE AS FOLLOWS:

THE AGGRIEVED PARTY OR PARTIES SHALL NOTIFY THE OTHER PARTY OR PARTIES OF THE GRIEVANCE IN WRITING. WHEN SUCH A NOTICE IS RECEIVED BY A PARTY, SUCH PARTY SHALL PROMPTLY INVESTIGATE, INSPECT, MEET, DISCUSS OR TAKE SUCH OTHER ACTION AS IS REASONABLY APPROPRIATE UNDER THE CIRCUMSTANCES TO ATTEMPT TO RESOLVE THE DISPUTE IN GOOD FAITH. APPROPRIATE ACTION SHALL INCLUDE, WITHOUT LIMITATION, PROMPT COMMUNICATION WITH THE AGGRIEVED PARTY OR PARTIES AND A PROPOSED COURSE OF ACTION TO RESOLVE THE PROBLEM. IF THE PARTIES ARE UNABLE TO RESOLVE THE PROBLEM WITHIN A REASONABLE PERIOD (NOT TO EXCEED THIRTY (30) DAYS AFTER THE NOTICE OF THE DISPUTE), THE MATTER SHALL BE SUBMITTED TO BINDING ARBITRATION.

ANY DISPUTE SUBMITTED TO ARBITRATION SHALL BE SETTLED BY ARBITRATION AT A MUTUALLY CONVENIENT LOCATION IN THE CITY OF HAGATNA, GUAM, DESIGNATED BY THE ARBITRATOR, BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED IN SUCH ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. WHEN RESOLVING A DISPUTE, THE ARBITRATOR SHALL APPLY THE PERTINENT PROVISIONS OF THIS AGREEMENT AND THE LAWS OF GUAM AND SHALL GIVE EFFECT TO STATUTES OF LIMITATIONS IN DETERMINING ANY CLAIM.

ANY ARBITRATOR DESIGNATED SHALL HAVE NOT LESS THAN TEN (10) YEARS EXPERIENCE IN LEGAL MATTERS PERTAINING TO THE INTERPRETATION AND IMPLEMENTATION OF THE LAWS OF GUAM RELATING TO COMMERCIAL REAL ESTATE TRANSACTIONS. DISCOVERY REQUESTS SHALL BE DETERMINED BY THE ARBITRATOR IN LIGHT OF THE PARTIES' DESIRE TO PROCEED INFORMALLY, AT MINIMAL EXPENSE. ANY AND ALL FEES AND EXPENSES INCURRED BY THE PREVAILING PARTY IN THE ARBITRATION AS DETERMINED BY THE ARBITRATOR, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS, SHALL BE PAID BY THE NON-PREVAILING PARTY. THE PREVAILING PARTY SHALL BE DETERMINED BY THE ARBITRATOR, BASED UPON AN ASSESSMENT OF WHICH

PARTY'S MAJOR ARGUMENTS MADE OR POSITIONS TAKEN IN THE PROCEEDINGS COULD FAIRLY BE SAID TO HAVE PREVAILED OVER THE OTHER PARTY'S MAJOR ARGUMENTS OR POSITIONS ON MAJOR DISPUTED ISSUES IN THE ARBITRATOR'S DECISION. IF THE PARTY WHICH SHALL HAVE COMMENCED OR INSTITUTED

WHICH ACTION, SUIT OR PROCEEDING SHALL DISMISS OR DISCONTINUE IT WITHOUT THE CONCURRENCE OF THE OTHER PARTY, SUCH OTHER PARTY SHALL BE DEEMED THE PREVAILING PARTY. AS USED IN THIS AGREEMENT, THE TERM "ATTORNEYS' FEES" INCLUDES, WITHOUT LIMITATION, ALL ATTORNEYS' AND PARALEGALS' FEES AND EXPENSES INCURRED IN CONNECTION WITH THE DISPUTE WHICH IS THE SUBJECT OF THE ARBITRATION PROCEEDING, INCLUDING, ATTEMPTING TO RESOLVE THE DISPUTE WITHOUT ARBITRATION, PREPARING FOR THE ARBITRATION, CONDUCTING THE ARBITRATION AND DEFENDING ANY REVIEW OF THE ARBITRATOR'S DECISION.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT ANY PARTY TO THIS AGREEMENT MAY INITIATE AND MAINTAIN AN ACTION FOR JUDICIAL RELIEF FOR THE PURPOSE OF SEEKING A PROVISIONAL OR ANCILLARY REMEDY OR CLEARING TITLE TO ANY PARCEL OF ANY NOTICE OF LIS PENDENS OR OTHER ENCUMBRANCE UPON TITLE.

NOTICE: BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO IS AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY GUAM LAW AND IS GIVING UP ANY RIGHTS SUCH PARTY MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT AND BY JURY TRIAL, AND ANY OTHER RIGHTS TO DISCOVERY AND APPEAL. IF A PARTY REFUSES TO SUBMIT TO ARBITRATION, SUCH PARTY MAY, TO THE EXTENT PERMITTED BY LAW, BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE GUAM

End of Exhibit

Construction of New Simon Sanchez High School Project Meeting
Agenda; Dec 13, 2024; 10 am, TEAMS

- I. **CALL TO ORDER**
- II. **ROLL CALL | ATTENDANCE**
- III. **UNFINISHED BUSINESS**
 - a. TRMA No Cost Change Order (Contract Amendment to provide Technical/Performance Spec for RFP)- **GDOE**
 - b. Final FF&E List- **TRMA**
 - c. Update Project Schedule- **SSFM**
 - i. Legal Review Timeline
 - ii. Time and Milestones (RFP Development- Construction, Finance, Maintenance).
 - d. Locate and share original source files from JFK and SSHS (MS Word format- **DPW**
 - e. Provide legal Updates on SSHS Public Laws- **AG**
- IV. **NEW BUSINESS**
 - a. CM Update
 - a. CM/ JFK Facility Meeting
 - b. CM/ TRMA Meeting
 - c. CM/ TRMA/ SSHS Administration- SSHS Site Visit
 - d. Project Meeting Schedule
 - 1. CM Internal Meetings- Monday Weekly @11am.
 - 2. TRMA SSFM Thursday Weekly @11am
 - 3. Directors Meeting Friday Weekly@10am
 - b. Target Timelines
 - i. GDOE NTP for TRMA No-Cost Change Order- 8 weeks AFTER GDOE NTP- **GDOE**
 - ii. 1st DRAFT of RFP Working Template- End of December- **CM**
 - iii. Review of SSHS Public Law and Ensure Project Ceiling Amount, Debt Service Amount, and Operations & Maintenance Amounts and RFP Legal Language are Adequate- **GEDA/ Governor's Finance Team**
 - iv. Begin Defining Selection Criteria- **CM**
- V. **OPEN DISCUSSION**
- VI. **ACTION ITEMS**
- VII. **NEXT MEETING** December 20, 2024
- VIII. **ADJOURN**

* RFP — Financial Terms • Financial Post Performance



The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
Project Meeting

Date: December 13, 2024
Time: 11:00nn – 12:00nn (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

1. DPW: Vince Arriola, Director; John Calanayan, Engineer / Contract Supervisor (DPW CIP)
2. GDOE: Eric Swanson, Superintendent; Ron Canos, Assistant Administrator
3. Simon Sanchez High School: Carla Masnayan, Principal; Keith Quiambao, Assistant Principal;
4. OAG: Tom Keeler, Assistant Attorney General
5. GEDA: Tina Garcia; Celia Anderson, Finance Analyst; John San Nicolas, Public Finance Assistant Manager; Carlos Bordallo, Deputy Administrator
6. TRMA: Cedric Cruz, Senior Architect; Elmer Prudente, Associate
7. SSFM: Joe Duenas, Principal; Ed Hipolito, Senior Project Manager; Gerard Bautista; Deputy Manager, Glenn Leon Guerrero, Senior Project Manager; Connie Garrido, Documents Control, Alvin Bejosa, Document Control;

II. DISCUSSION TOPICS

1. UNFINISHED BUSINESS:

- a. TRMA "No Cost" Change Order (Contract Amendment to Provide Technical Performance Spec for RFP)
 - i. EH (SSFM) mentioned that TRMA's contract is critical and stressed the urgency of GDOE's authorization for TRMA to proceed and confirmed no additional costs are involved.
 - ii. CC (TRMA): Confirmed the revised terms are with GDOE and only require a formal "proceed" directive for TRMA to start work.
 - iii. VA (DPW): Will contact the GDOE superintendent to expedite approval and highlighted the importance of legal review.
 - iv. OAG -Tom Keeler (AG): Requested full inclusion in project communications.

b. FF&E List

- i. CC (TRMA): Committed to sending the current FF&E list and clarified that GCC equipment funding is unresolved and requires GDOE's decision. Mentioning that the specialized equipment for GCC classrooms (e.g., hospital beds for nursing) is not included in the list.
- ii. EH (SSFM) stated that even an incomplete Word file would suffice, as the team plans to review and update it to avoid recreating previous documents.
- iii. EH (SSFM) noted a \$6 million gap between the authorized \$166 million and the 2022 base bid estimate of \$160 million. This funding difference needs re-evaluation for 2024.
- iv. CC (TRMA) confirmed that FF&E funding decisions must be made by GDOE.
- v. VA and CC mentioned the transparency in design and RFP process which emphasizes on minimizing questions by refining design documents and leveraging the JFK RFP as a template.
- vi. EH (SSFM) stressed the importance of addressing funding decisions and updating estimates before progressing further. Upcoming meeting with GEDA to align on budgetary details and legislation revisions.
- vii. GLG (SSFM): Stressed the need for detailed breakdowns, not just costs, for the GCC-related FF&E.

- viii. CC (TRMA): Confirmed possession of some lists but acknowledged the need to include specialized GCC equipment and furniture.
 - ix. CC (TRMA) assured that addressing these gaps is a priority and will be tackled as soon as the team starts working.
- c. Project Schedule and Timeline:
 - i. EH (SSFM): Reviewed the project schedule and emphasized targeting the end of March to release the RFP. Discussed various components of the RFP, including financing (being updated), and other sections being worked on by Glenn and TRMA, which will take eight weeks. Tom will review the compiled draft once ready.
 - ii. VA (DPW) Highlighted key areas—finance, GEDA, construction, and maintenance—following the JFK model.
 - iii. TK (AG) Raised concerns about the review timeline and minimizing protest risks, noting protests can significantly delay the project.
- d. Draft Legislation and Legal Review
 - i. TK (AG) indicated that he will review the existing law and provide recommendations if the law required legislation. This review will be done over the weekend and reported out on Monday.
 - ii. EH (SSFM): Brought up the need to figure out the legal timeline for legislation related to the RFP, which must be completed before release.
 - iii. TK (AG): Acknowledged the need to address two main items in draft legislation: timeframes and authorizing design-build. Explained that missing these could lead to protests and added delays.
 - iv. JD (SSFM) Asked about the specifics of the draft legislation and what needs to be addressed.
 - v. CC (TRMA): Mentioned that leadership changes in the legislature could affect timelines.
- e. Finalizing the RFP
 - i. EH (SSFM) Reiterated the need to finalize the RFP quickly while ensuring all legal and procedural steps are addressed.
 - ii. GLG (SSFM) Mentioned the importance of aligning solicitation strategy with legislation requirements.
- f. TRMA Contract Mod:
 - i. EH (SSFM) emphasized the urgency of a TRMA's no-cost contract modification with GDOE to avoid delays, as it's crucial for the project's timeline. The RFP target is the end of March.
 - ii. ES (GDOE) will track down the status of the modification, and the team continues weekly meetings with TRMA to address issues and move forward on other discussion (FF&E, etc.)
- g. Finance Team Meeting Confirmation
 - i. TG (GEDA) confirmed a meeting with the finance team at SSFM for Thursday next week, pending the inclusion of one more participant. The meeting will address financial issues and potential legislative amendments.
- h. Current Legislation Context
 - i. TG (GEDA) explained that the existing legislation, updated last year with input from the governor's legal team (including former Coretech attorneys Leslie Travis and Jeff Moots), aimed to resolve previous protest issues.
 - ii. The legislation removed GEDA from financing responsibilities and assigned procurement oversight to DPW, addressing Coretech's previous protest grounds.
- i. Potential Legislative Amendments
 - i. TG (GEDA) suggested that if further amendments are necessary, these could be reviewed and discussed with the original team that worked on the legislation during next week's meeting.

j. Clarifications and Next Steps

- i. TK (AG) sought clarification on the roles of Leslie Travis and Jeff Moots in drafting the current legislation and their prior connection to Coretech protests.
- ii. VA (DPW) emphasized involving legal counsel in discussions about legislative updates.
- iii. TG (GEDA) proposed inviting Leslie Travis and/or Jeff Moots to participate in the meeting if needed.

k. Meeting Logistics

- i. The next finance team meeting is planned for Thursday at 2 p.m. in GEDA's conference room, with an option for a hybrid setup (in-person and virtual).
- ii. Key participants include members of Edward Byrne (DOA), Lester Carlson (BBMR), and Tina Garcia (GEDA), and Mel Carlos.

2. New Business

a. CM / JFK Faculty Meeting:

- i. Overview of Site Visit and Financial Concerns
 1. GLG (SSFM) provided an update from a recent site visit at JFK and shared concerns about financial feasibility.
 2. He highlighted that maintaining the project within the \$166 million budget requires balancing debt service (estimated at \$15 million/year at 8.5%) and maintenance costs (initially estimated at \$900,000 but noted that JFK's O&M costs by Phil is over \$2.5 million/year).
- ii. Maintenance Standards and Costs
 1. Discussed the disparity between industry standards for maintenance costs (typically 0.5% for basic upkeep and 1% for capital expenses) versus the significantly higher \$2.5 million annual maintenance cost reported for the JFK facility.
 2. The importance of defining clear maintenance expectations (e.g., luxury versus basic upkeep) and ensuring the RFP explicitly incorporates these requirements was emphasized.
- iii. Contract Specifications and Clarity
 1. VA (DPW) stressed the need to build facilities that are easy and cost-effective to maintain, citing examples like choosing practical landscaping materials (e.g., turf vs. grass and red dirt).
 2. Ensuring the RFP includes maintenance and insurance provisions, as well as regular specification reviews every 5–7 years, was noted as a priority.
- iv. Budget Revisions
 1. EH (SSFM) indicated that the project's financial framework might need revisiting to avoid starting with a maintenance budget below the required standards.
 2. The estimated maintenance cost of \$2.5–\$3 million/year aligns with 1.5%–2% of the \$166 million budget, a figure that may require further adjustment to meet realistic expectations.
- v. Next Steps and Considerations
 1. Further analyze maintenance costs, revisit budget allocations, and ensure that all necessary financial and operational elements are fully integrated into the project plan and contracts.
 2. Industry benchmarks and longer-term planning (e.g., for capital expenses) will guide final decisions.

b. CM / TRMA Meeting

- i. EH (SSFM) provided an update on a meeting with TRMA, where discussions focused on timelines, next steps, and the financial strategies tied to previously discussed plans.
- ii. Progress is contingent on pending legislation, which is necessary for moving forward.
- iii. Site Visits and Visualization
 1. The group, including Carla, Cedric, and Steve, conducted a site visit to examine proposed layouts for buildings, sports facilities, and other infrastructure.
 2. Key considerations included the placement of drainage facilities, the ponding basin, and a conservation area for snails.
- iv. Boundary Clarity for Construction
 1. GLG (SSFM) emphasized the need for clear boundaries and decisions regarding site usage during construction to avoid delays.
 2. Superintendent Swanson had suggested additional elements like FBDI, but adhering to current plans is critical for maintaining timelines.
 3. EH (SSFM) highlighted that turning over the entire site to the developer can save up to a year in the construction timeline, whereas shared use or temporary constructions could result in significant delays.
- v. Project Meeting Schedule
 1. Discussed implementing a regular project meeting schedule to maintain communication and track progress effectively.

c. Clarification on Full Site Takeover, MOU & TRMA contract discussion with GDOE

- i. ES (GDOE) sought confirmation about the decision to move forward with taking over the entire site for the design-build process.
- ii. VA (DPW) confirmed this is the plan, primarily to shift liability for the design of record to the developer and to cut down on the design and build timeline, thereby reducing costs.
- iii. ES (GDOE) acknowledged that the full site takeover would require adjustments in community-related work.
- iv. ES (GDOE) acknowledged that the full site takeover would require adjustments in community-related work.
- v. ES (GDOE) noted that the MOU is still under legal review, delayed by staffing shortages in the legal team. Efforts are being made to expedite its return, with an aim to complete this by the following week.
- vi. VA (DPW) acknowledged the delay and emphasized the importance of advancing the process quickly.
- vii. EH (SSFM) reiterated the urgency of staying on track for the end-of-March target, emphasizing that each day of delay impacts the schedule.
- viii. The priority is to finalize approvals and proceed with TRMA as soon as possible.
- ix. ES (GDOE) expressed understanding of the challenges associated with the procurement process, acknowledging the shared apprehension among stakeholders.

d. Target Timeline for Draft RFP

- i. VA (DPW) highlighted the need to progress quickly given time constraints. A working draft of the relevant documents is targeted for completion by the end of December.
- ii. GLG (SSFM) noted that the draft is still a work in progress, as input from TRMA is required for certain construction elements.

- e. Document Tracking and Versioning
 - i. VA (DPW) emphasized the importance of proper tracking for draft iterations, suggesting assigning document numbers, dates, and times to streamline version control and avoid confusion.
- f. Collaboration on Drafts
 - i. EH (SSFM) confirmed that will maintain a tracked document and facilitate working sessions to refine the drafts collaboratively. A clear decision-making process will be necessary, with stakeholder input guiding final recommendations.
- g. Preparation for Next Thursday's Meeting
 - i. TG (GEDA) requested a draft outlining the legal issues to be addressed before the meeting.
 - ii. VA (DPW) supported this idea, suggesting that it would help the team prepare effectively.
 - iii. TK (AG) would prepare and provide the legal issues draft.
- h. Selection Criteria
 - i. Focus of Selection Criteria
 - 1. EH (SSFM): Emphasized the importance of balancing cost and developer qualifications in the selection process. Suggested tying criteria to the product life cycle and clearly defining minimum requirements.
 - 2. CC (TRMA): Highlighted the need for bidders to meet minimum document requirements without mandating final design submissions during the proposal stage.
 - ii. Protest Mitigation
 - 1. TK (AG): Raised concerns about potential protests due to unclear criteria. Stressed the need for black-and-white requirements to avoid subjective evaluations and to address nuances in team compliance, especially for out-of-state contractors.
 - 2. VA (DPW): Agreed that clear requirements are critical and noted that minimum registration and compliance standards are already included in the RFP framework.
 - iii. Key Issues Raised
 - 1. TK (AG): Discussed team composition and compliance, noting concerns about the involvement of non-local contractors and their ability to meet standards. Highlighted potential time delays for joint ventures to achieve registration and compliance.
 - 2. EH SSFM): Suggested setting clear thresholds for minimum qualifications and tying evaluations to measurable criteria to avoid protests.
 - iv. Next Steps
 - 1. EH (SSFM): Proposed starting with JFK's criteria as a baseline and conducting research to refine selection criteria.
 - 2. TK (AG): Suggested using previous cases and learnings to address gaps in the current approach.

III. ACTION ITEMS

- 1. DPW:
 - a. N/A
- 2. AG:
 - a. Prepare legal issues before the Thursday Meeting with Finance and GEDA.
- 3. GEDA
 - a. Coordinate with team for prepping the meeting with Finance.

4. GDOE
 - a. Provide feedback on TRMA contract modification.
 - i. Complete the MOU review by the next week.
5. TRMA
 - a. Provide FF&E List
6. SSFM:
 - a. Copy Tom Keeler (OAG) in all email communications.
 - b. Set-up a meeting on Thursday at 2 p.m. in GEDA's conference room, with an option for a hybrid setup (in-person and virtual).
 - i. Key participants include members of Edward Byrne (DOA), Lester Carlson (BBMR), and Tina Garcia (GEDA), and Mel Carlos.

IV. NEXT MEETING: December 20, 2024, at 10:00am Guam Time

V. MEETING ADJOURNED AT 11:04am Guam Time

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School

Purpose: Weekly Project Meeting

Date: Friday, December 13, 2024

Time: 10:00 AM

Location: DPW FHWA Conference Room / SSFM, Microsoft Teams

Y/N	Name	Email Address	Initials	Organization
	Vicente Arriola	vince.arriola@dpw.guam.gov	W	DPW
	Linda Ibanez	linda.ibanez@dpw.guam.gov		DPW
	Ernie Candoleta	ernest.candoleta@dpw.guam.gov		DPW
	Valarie San Nicolas	valarie.sannicolas@dpw.guam.gov		DPW
	John Calanayan	john.calanayan@dpw.guam.gov	AC	DPW
✓	Dr. Erik Swanson	keswanson@gdoe.net		GDOE
✓	Carla Masnayon	cdmasnayon@gdoe.net		GDOE
	Kathleen Joyce Lamorena	krlamorena@gdoe.net		GDOE
✓	Tina Garcia	cgarcia@investguam.com		GEDA
✓	John San Nicolas	jsannicolas@investguam.com		GEDA
	Tom Keeler	tkeeler@oagguam.org		OAG
	Cedric Cruz	ccruz@traguam.com		TRMA
	Elmer Prudente Jr.	EPrudente@trguam.com		TRMA
	Ed Hipolito	ehipolito@ssfm.com		SSFM
	Glenn Leon Guerrero	gguerrero@ssfm.com		SSFM
	Gerard Bautista	gbautista@ssfm.com		SSFM
	Joseph Duenas	jduenas@ssfm.com		SSFM
	Connie Garrido			SSFM
✓	Alvin Bejosa			SSFM

✓ on

GEDA/Finance Committee Meeting Agenda

- I. Call to Order:
- II. Attendance:
- III. Discussion:
 1. SSHS RFP will use JFK as model
 - a. 3 components Financing/ Construction/ Operations & Maintenance (O&M)
 - b. RFP target issuance: March 2025
 2. Development of PL 37-22:
 - a. History of previous attempts & laws
 - i. PL 32-120 (2/10/14) – pledged \$5M for 30 yrs from real property tax
 - ii. DPW issued RFP 730-5-1055-L-YIG 6/15/2015 ++ cancelled due to protest
 - iii. DPW issued RFP 730-5-1056-L-YIG 1/15/2017 ++ cancelled due to protest (Coretech)
 - iv. PL 34-19 (6/13/2013) amended 32-120 clarifying terms and definitions.
 - v. DPW issues RFP 730-5-1057-YIG 7/7/2017 ++ cancelled due to protest (Coretech)
 - vi. PL 34-101 (5/16/2018) – designates GDOE as procuring agency
 - vii. PL 34-117 (8/24/2018) – appropriates \$1.5M augmenting \$1M
 - viii. GDOE awards TRMA \$5.7M
 - ix. PL 36-107 (9/12/2022) max borrowing @ \$166.4M & annual lease back @ max \$16.4M – GEDA issuer of lease revenue bonds
 - x. TRMA completes 100% design
 - xi. PL 37-22 (7/5/2023) – Designated DPW as the solicitor & removes GEDA as issuer revenue bonds
 3. Hot items/ Lessons learned/ Taboo topics.
 4. RFP Financial development
 - a. History of max capitalization (Principal/ interest/ term)
 - b. Can we use amounts lower than the PL 37-22
 - c. When can financial RFP language be available.
- IV. Open Discussion
- V. Close meeting

DRAFT Suggested DPW Simon Sanchez High School Talking Points | FAQs

12/17/24

Q. What is the latest on Simon Sanchez High School?

A. Since DPW entered into contract with its Construction Manager on September 26, 2024 we have moved forward with individual work sessions, weekly stakeholder meetings which include: DPW, SSFM, GDOE Superintendent and Administrators, TRMA, SSHS Principal and Assistant Principal, the Attorney General's Office and GEDA.

Q. What progress has been made so far?

A. We are currently wrapping up Phase 1: The Data Gathering Phase. Because of the long history of this project and the various leaseback schools that have been built, it has been necessary to consolidate and examine past public laws related to SSHS, past RFPs, past protests, best practices from past leaseback schools and stakeholder feedback. This has required individual and weekly meetings with DPW, SSFM, GDOE, TRMA, Simon Sanchez High School Administrators, GEDA, and the Attorney General's Office. We are currently waiting on a GDOE to make a no-cost scope modification to the architect's contract so that we can move forward with RFP development.

Q. How long will it take to develop the RFP.

A. Once GDOE executes the architect's scope modification, that technical portion will take approximately eight weeks. In addition to this, GEDA and the Attorney General's Office will be simultaneously working on the financing portion and legal reviews. My direction to our construction manager and the team is to move this forward expeditiously, but with the necessary due diligence required for a successful leaseback RFP.

Q. Why is this taking so long?

A. This is not a typical construction bid, it's a leaseback solicitation. The developer who is selected will have to finance, build, maintain, and lease Simon Sanchez back to the government over a long-term period. Leaseback solicitations are a multifaceted effort that require solicitation language on financing (GEDA), construction (TRMA, SSFM), maintenance (GDOE), and of course legal review. In addition to this, there are lessons learned from past leaseback procurements done on Guam that we want to ensure are addressed in this solicitation. It is important that we do our due diligence and assemble a bullet-proof RFP that addresses an accelerated construction timeline, eliminates change orders and unexpected construction costs, and ensures the new Simon Sanchez High School is well-maintained for years by the leaseback developer.

Q. Is this an Invitation to Bid or a Request for Proposal?

A. Because this is a leaseback that has several components from financing, construction, and maintenance, that will require negotiation with the Leaseback Developer, this will be a Request for Proposal.

Q. If you have a 100% design why would you not just bid this out via an Invitation to Bid?

A. An Invitation to Bid is awarded to the lowest price. Leaseback development construction multifaceted with multiple service proposals to include a financing package and a maintenance proposal that will need to be negotiated with the highest ranked Offeror.

Q. What are the benefits of an RFP as opposed to an Invitation to Bid.

A. Among other things, the government will have the ability to:

1. Accelerate the construction schedule, so that we can get our students and teachers back to SSHS.
2. Eliminate the risk change orders and unanticipated construction costs.
3. Negotiate the financing package for the government.
4. Finalize a long-term maintenance agreement that is in the best interest of GDOE
5. Pass of long-term design and maintenance risk from the contractor to the leaseback developer.

Q. Are you going to use the current Design if this is an RFP?

A. Yes. The benefit of the design was that there was a lot of stakeholder feedback that went into the final design and the current design will give accelerate the construction effort.

Q. Will the contractor have flexibility to make adjustments to the design?

A. Yes. Because this is a leaseback development, it is in the government's long-term interest in ensuring that 1. We maintain stakeholder feedback incorporated into the design, but 2. That the final set of drawings is owned and stamped by the developer. This will ensure that any design or maintenance concerns that come up during the long-term leaseback period are owned by the leaseback developer.

Q. Is the RFP a "Design Build"?

A. No. It is an RFP requiring the Developer to own the design using the TRMA 100% drawings and Specifications as the basis of their design.

Construction of New Simon Sanchez High School Project

DPW – SSFM Weekly Meeting

Discussion Topics: Dec 18, 2024; 3pm

I. OBJECTIVE – Build Simon Sanchez High School

a. Timelines:

i. Issue Solicitation – **March 2025**

ii. Award Contract – **June 2025**

iii. Begin Clearing & Grubbing / Demo – **August 2025** - groundbreaky

iv. Substantial Completion - **June 2027**

b. Avoid new Legislation

II. Discussion Topics:

Solicitation is an RFP utilizing & incorporating TRMA's Design Plan.

- Contractor will be the Designer of Record

a. PL 37-22 or Ch 58D Ma Kahat Act:

- Received Tom's review?
- Other issues

b. Financing Team Questions

- What were your thoughts in designing PL 37-22?
- What do we need to watch for to avoid protests
- Terms

1. Fund construction and FF&E not to exceed \$166,365,000

- This is a 2 yr old estimate – enough??
- If we reduce scope, need to know limits?

2. Not to exceed 8.5%

- Looks like rates are going down

3. Annual Lease back payments set at \$16,377,125

- \$166,365,000 @ 8.5% for 30yrs = \$15,962,810
 - Balance = \$414,315/ yr for insurance/ O&M etc.
 - @ 8.0% = \$14,777,776 w/ balance of \$1,599,349
 - @ 7.5% = \$14,086,330 w/ balance of \$2,290,795
 - @ 9.0% = \$16,193,362 w/ balance of \$183,763

iv. Will financing support O&M a 0.5% operating and a 1% CIP costs?

III. FAQ's

UFK
(over 200,000 sq ft)

DRAFT RFP's - ask Geda
Lease Agreement - ask Geda

Thurs mtg - Geda Finance mtg
Fri mtg - continue w/ action items
follow up w/ items
" w/ Tom

DR adamas.
Xmas week - no Wednesday mtg
Friday mtg - only if action items
need to be addressed

- Tina (geda) came up w/ March 2025 deadline
depends on funding

is this RFP
utilizing
freelance
TRMA's design

What to avoid @ meeting w/ Geda?

A law? Which senator?

RF allows to transfer design
SSFM will do requirements / scope
Financing w/ Geda

reached
pin

is there more
funds available?

Print *

- ask TRMA how
this # was
created

- how was estimation
done?
- was fluctuation in
prices considered

- cost of construction
should be below
\$166M
to have room for
maintenance, etc.



The Construction of Simon Sanchez High School
Project No.: 730-5-1058-L-YIG
Project Meeting

Date: December 20, 2024
Time: 11:00nn – 12:00nn (ChST)
Location: MS TEAMS Virtual Conferencing

I. ATTENDEES:

1. DPW: Vince Arriola, Director
2. GDOE: Eric Swanson, Superintendent; Barbara Adamos, Assistant Superintendent
3. Simon Sanchez High School: Carla Masnayan, Principal
4. OAG: Tom Keeler, Assistant Attorney General
5. GEDA: Tina Garcia
6. TRMA: Elmer Prudente, Associate
7. SSFM: Ed Hipolito, Senior Project Manager; Gerard Bautista; Deputy Manager, Glenn Leon Guerrero, Senior Project Manager; Connie Garrido, Documents Control, Alvin Bejosa, Document Control

II. DISCUSSION TOPICS

1. UNFINISHED BUSINESS:

- a. TRMA “No Cost” Change Order (Contract Amendment to Provide Technical Performance Spec for RFP)
 - i. ES (GDOE) confirmed the change order is under legal and AG review. No issues identified so far.
 - ii. Urgency emphasized by VA (DPW) to meet the March 1 RFP release deadline.
 - iii. TRMA requests preliminary approval to proceed pending final signatures.
 - iv. ES (GDOE) will confirm legal approval and send an email providing preliminary authorization, with final signatures to follow.
- b. FF&E List
 - i. EP (TRMA) sent the list last Friday.
 - ii. Estimated FF&E cost is \$6 million, excluding GCC-specific equipment.
 - iii. GCC programs (culinary, woodworking, automotive) are part of the design and curriculum in Wing C.
 - iv. Classroom spaces are included, but GCC's FF&E (e.g., stoves, tools, materials) is not covered in the current budget.
 - v. Total project budget: \$166 million (\$160 million construction + \$6 million FF&E).
 - vi. FF&E funding depends on the legislature, but DOE may have resources available.
 - vii. CM (SSHS) clarified GCC's FF&E was not included in the budget because GCC could not confirm funding during discussions with TRMA.
 - viii. GCC teachers have identified the necessary equipment for their classes.
- c. Project Schedule and Timeline:
 - i. EH (SSFM) prepared the project schedule. Current delays are affecting the timeline. Initial start date for TRMA was December 1st, but delays have pushed the critical path by 20 days. Current estimate is an April 11 start, slipping past the targeted March deadline.
 - ii. VA (DPW) Expressed urgency in maintaining the March deadline, emphasizing the need for expedited work (nights, weekends) to avoid prolonged delays and break ground as soon as possible.

- iii. GLG (SSFM) reported TRMA has already started working on non-risk portions of the project and is prepared to proceed with the technical portion once the green light is given.
- iv. EH (SSFM) highlighted the need for GDOE to issue a written notice to proceed so TRMA can formally begin.

d. Development of RFP Tracking System

- i. GLG (SSFM) Introduced the need for a tracking system to manage draft RFPs and their various versions effectively.
- ii. EH (SSFM) Confirmed that internal tracking systems, such as Newforma, will be utilized once work on the RFP begins.

2. NEW BUSINESS

a. CM / DPW Meeting Updates:

- i. GLG (SSFM) Highlighted ongoing weekly meetings with DPW to ensure clear direction.
- ii. Discussed plans to solidify TRME's involvement and engage GEDA regarding financing aspects of the RFP.
- iii. Mentioned that the meeting with GEDA, originally scheduled for yesterday, has been postponed to next Tuesday.
- iv. GLG (SSFM) emphasized that weekly meetings will have specific deliverables and action items, avoiding meetings without clear objectives.

b. CM / TRMA:

- i. EP (TRMA) that TRMA has begun its preliminary review and transition to programming documents.
- ii. TRMA is proceeding cautiously, starting work without exceeding risk thresholds while awaiting a formal Notice to Proceed (NTP).
- iii. Cost Estimation Process
 - GLG (SSFM) explained the cost estimation process used by TRMA, which involved J. Uno and Associates.
 - Initial estimates were below \$160M, but escalators for inflation and other factors increased the number to \$160M, with an additional \$6M allocated for FF&E, bringing the total to \$166M.
- iv. TG (GEDA) Confirmed ongoing discussions with Lester and council, with plans to finalize language next week.
- v. VA (DPW) raised concerns about the public perception of the \$166M budget, emphasizing the need for responsible spending.
- vi. Suggested preempting high bids by publicly stating confidence in building the school at a lower cost (e.g., \$130M).
- vii. Highlighted the importance of creating a functional, efficient, and modern school within budget expectations, avoiding over-expenditures.
- viii. Discussion on FF&E:
 - EP (TRMA) Explained that FF&E stands for furniture, fixtures, and equipment.
 - VA (DPW) Added that these are essentially attachments to the building, including furniture.
 - ES (GDOE) Highlighted the need to define whether items are government-purchased and contractor-installed or owner-installed.
- ix. FF&E Schedule:
 - EP (TRMA) Mentioned the FF&E fixture schedule requires review, particularly for GCC-specific needs, to clarify responsibilities (e.g., owner-furnished, owner-installed vs. contractor-installed).
 - TK (AG) Asked for confirmation on who would be responsible for these aspects.
 - ES (GDOE) Agreed on the importance of having these details clearly spelled out.

- c. Upcoming meeting with GEDA
 - i. VA (DPW) reminded everyone of the upcoming meeting with GEDA and the Financing team scheduled for December 24, 2024, at 10:00 AM, at the GEDA office.
- d. Project Meetings
 - i. GLG (SSFM) Shared updates on the meeting schedule and emphasized tight adherence to timelines.
 - ii. GLG (SSFM) Confirmed that the Notice to Proceed (NTP) has been issued, thanking Dr. Swanson for facilitating this step.
 - iii. The target is to have a draft RFP template ready by the end of December.
- e. RFP Working Template:
 - i. GLG (SSFM) Noted that the JFK RFP is being used as a base template, with revisions underway to tailor it for the Simon Sanchez project.
 - ii. Key additions to the RFP:
 - Finance section.
 - Constructability, construction, and timelines section.
 - Maintenance section.
 - These topics will form the basis for evaluating all proposals.
- f. SSHS Law, Project Ceiling Amount and Debt Service
 - i. GLG (SSFM) raised concerns about outdated estimates in the Simon Sanchez law:
 - Debt service cap set at 8.5%.
 - Annual leaseback amount estimated at 16.4%.
 - ii. Discovered that previous estimates were padded, suggesting the project may still be within budget, but further review is required.
 - iii. Action item assigned to CM and TRMA to finalize accurate cost assessments.
 - iv. Noted that the interest rate has significantly decreased since the initial estimates, offering flexibility in budgeting.
 - v. GLG (SSFM) updated the previous calculations:
 - Maintenance budget margin is \$400,000 (not \$900,000 as previously stated).
 - Allocations for janitorial services, painting, and AC unit replacement follow a structured maintenance schedule, as used in JFK's program.
 - Proposed maintenance planning numbers:
 - a. 0.5% for janitorial/custodial services.
 - b. 1% for scheduled upkeep (e.g., painting and AC replacements).
 - vi. VA (DPW) Highlighted the separation between operations/maintenance budgets and long-term capital outlay.
 - vii. GLG (SSFM) Clarified that all funds would fall under the same maintenance contract, modeled after JFK's structure.
- g. Recap on the Draft RFP Assignments:
 - i. Draft RFP Structure:
 - GLG (SSFM) provided an overview of responsibilities for the draft RFP's major sections:
 - a. Technical and Programming Portion: Assigned to TRMA.
 - b. Financial Portion: Awaiting input from Tina and GEDA.
 - c. Maintenance Portion: Assigned to SSFM, using JFK's maintenance framework with potential enhancements.
 - ii. Stakeholder Input:
 - GLG (SSFM) to review the maintenance framework with Principal Carla, Dr. Swanson, and Bobby for their input, ensuring the facility's upkeep aligns with operational needs.
 - iii. Timeline:
 - Draft RFP is a working document, expected to evolve until final issuance.

- Goal: Circulate an initial draft within two weeks.
- h. Material Selection and Environmental Considerations:
 - i. VA (DPW) advocated for selecting durable materials to minimize operational and maintenance costs in Guam's tropical environment.
 - ii. Suggested replacing grass in central courtyard areas with artificial turf to reduce maintenance costs, prevent erosion, and maintain clean facilities.
 - iii. Recommended segregating areas with plants to minimize student traffic and dirt spread.
 - i. RFP Selection Criteria
 - i. GLG (SSFM) the weighting used for JFK's RFP, which was 70% financing and 30% proposer experience.
 - ii. Proposal to redefine the weights for Simon Sanchez's RFP.
 - iii. GLG (SSFM) consulting Principal Carla and Bobby for input on current operational challenges to refine criteria.
 - iv. VA (DPW) Emphasized relying on GEDA's market insights to optimize weighting and ensure contractor and developer interest.
 - j. Facility Design and Maintenance Needs:
 - i. VA (DPW) highlighted insights from summer school preparation exercises:
 - Building designs should prioritize ease of maintenance.
 - Schools should account for high daily wear and tear due to large student populations (1,700–2,000 students).
 - ii. ES (GDOE) the underestimated wear and tear on school facilities.
 - k. RFP Target Completion – March 2025
 - i. Schedules:
 - Per GLG (SSFM), target RFP issuance by end of March (April 1).
 - Contractor selection expected by June (latest by July).
 - Anticipated groundbreaking by August, aligning with the start of the school year.
 - Milestone includes 100% design for clearing, grubbing, and demolition.
 - ii. Public Communication Strategy:
 - VA (DPW) Stressed the importance of accurate and coordinated communication, especially for public-facing updates like drop-dead dates.
 - Avoid committing to specific deadlines unless certain (e.g., RFP release confirmed three weeks in advance).
 - Emphasized transparency about ongoing efforts while managing public and legislative expectations.
 - Highlighted the extensive planning and coordination involved: weekly main meetings and numerous specialized sub-meetings (finance, construction, design, FF&E, etc.).
 - iii. Managing Community Expectations:
 - VA (DPW) suggested leveraging Principal Carla, Bobby, and Dr. Swanson to inform students, parents, and staff about the frequent planning activities.
 - ES (GDOE) Agreed on careful messaging to align community expectations with realistic timelines.
 - l. Submission Protocol for Draft Change Order
 - i. TK (AG) clarification on the submission of the draft change order to the Attorney General's (AG) office.
 - ii. ES (GDOE) Confirmed that the document is still with the DOE's legal office and has not yet been sent to the AG.
 - iii. TK (AG) Clarified the formal submission process:
 - Draft must be officially addressed to the AG.

- Cc him on the submission to expedite follow-up, as internal processing may take 3–5 working days.
- Noted that Fred Nishihara typically handles DOE-related matters and will likely be involved.
- iv. VA (DPW) Requested that Dr. Swanson ensures communication by:
 - Cc'ing Tom Keeler and himself when the draft is submitted.
 - Including Fred Nishihara in the communication.
 - Sending Tom Keeler's email address after the meeting.
- v. ES (GDOE) Confirmed she will assemble and send the document today to all relevant parties.
- m. Clarifications on Change Order
 - i. ES (GDOE) confirmed that the change order, cover letter, and rationale were previously shared with Vince as an informational email.
 - ii. VA (DPW) that the next step is formal submission to the AG's office, followed by review by BBMR and final approval by the governor.
 - iii. TK (AG) Provided an outline of the typical process:
 - BBMR review for financial aspects.
 - AG's office review for legal compliance.
 - Final signature by the governor.
 - iv. VA (DPW) Anticipated timeline:
 - AG review: 1 day after submission.
 - Governor's signature: within 2 days of receiving from the AG.
 - v. Emphasized high-priority status, estimating the entire process could conclude within a week.
- n. TRMA Work Authorization:
 - i. EH (SSFM) Asked about the conditions required for TRMA to proceed with work before formal approval.
 - ii. TK (AG) Explained TRMA cannot begin new work under the change order until the formal amendment is signed. However, they may continue under their current contract terms if applicable.
 - iii. VA (DPW) Suggested practical steps to expedite the process and reduce delays for TRMA.

III. ACTION ITEMS

1. DPW:
 - a. Develop a coordinated messaging strategy for public and legislative updates. (With Dr. Swanson)
 - b. Monitor progress and facilitate quick movement to the governor's office once approved by the AG.
2. AG:
 - a. Follow up with the AG's office upon submission to expedite review on TRMA's contract.
 - b. Coordinate communication between the legal and financial review teams.
3. GEDA
 - a. Provide market analysis to guide appropriate selection criteria weighting.
4. (SSHS)
 - a. Share feedback on current facility issues and desired improvements for new school design. (with Dr. Adamos)
5. GDOE
 - a. Confirm approval of TRMA contract modification and notify VA (DPW)
 - b. Continue coordination with TRMA's transition work and prepare for further updates post-NTP.
 - c. Ensure the FF&E budget is monitored and prepare contingencies if legislative changes arise.
 - d. Finalize signatures and AG clearance promptly.

6. TRMA

- a. Proceed with technical work upon receiving notice to proceed.
- b. Review the FF&E fixture schedule, focusing on GCC-specific needs and responsibilities.

7. SSFM:

- a. GLG to review the equipment list, confirm if GCC's FF&E is included, and provide cost estimates.
- b. EH to verify TRMA's submission and GCC-specific equipment details.
- c. Update the schedule to reflect timeline adjustments and prepare contingency plan
- d. Finalize the draft RFP working template by the end of December, incorporating the three main evaluation sections and continue aligning the project timeline and ensure consistent communication on progress in future meetings.
- e. Review and confirm accurate cost estimates for construction and maintenance. (Together with TRMA).

IV. NEXT MEETING: December 27, 2024, at 10:00am Guam Time

V. MEETING ADJOURNED AT 11:04am Guam Time

SIGN- IN SHEET

Project: Construction of the New Simon Sanchez High School

Purpose: Weekly Project Meeting

Date: Friday, December 20, 2024

Time: 10:00 AM

Location: DPW FHWA Conference Room / SSFM, Microsoft Teams

[illegible]



Vince Arriola <vince.arriola@dpw.guam.gov>

Re: [EMAIL EXTERNAL] GDOE SSHS - TRMA RFP006-2020 Revised A&E Contract Terms

Dr. Kenneth E. Swanson (Superintendent) <keswanson@gdoe.net>
To: Vince Arriola <vince.arriola@dpw.guam.gov>

Fri, Dec 20, 2024 at 1:10 PM

Vinvce.

Here is what I have on the change order. When I read it, there is no added cost, however I will forward the comments from my contract attorney James Stake. He is off island at the moment but will be back on duty Jan. 6th. I'll comment some more on his response. The 4 attachments included here are all I have to work from.

ES

----- Forwarded message -----

From: **Dr. Kenneth E. Swanson (Superintendent)** <keswanson@gdoe.net>

Date: Fri, Dec 6, 2024 at 1:38 PM

Subject: Re: [EMAIL EXTERNAL] GDOE SSHS - TRMA RFP006-2020 Revised A&E Contract Terms

To: Cedric Cruz <Ccruz@traguam.com>

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Guam Department of Education

4 attachments

 **241122 A-E Contract Adjustment Letter-1.pdf**
271K

 **241122 A-E Services Revised Contract Terms-1.pdf**
169K

 **241122 Modified Terms Exhibit 2-1.pdf**
843K

 **241122 Modified Terms Exhibit 1-1.pdf**
2277K

Danna/Val

Snd to SS FM

26 DEC 2024

- Joe
- Glenn
- Ed
- Gerry



file
Vince Arriola <vince.arriola@dpw.guam.gov>

Re: [EMAIL EXTERNAL] GDOE SSHS - TRMA RFP006-2020 Revised A&E Contract Terms

Dr. Kenneth E. Swanson (Superintendent) <keswanson@gdoe.net>
To: Vince Arriola <vince.arriola@dpw.guam.gov>

Fri, Dec 20, 2024 at 1:15 PM

Vince,

These are the comments from our legal. As you can see, they were done a couple weeks back. If there is another \$1.3M charge, I do have a problem with that. As you can see there is no place for me to sign off on the documents. If there are others related to the change, I have not seen them.

ES

Give me a call if you have questions 671-997-2444 if you want to talk through this,.

----- Forwarded message -----

From: **James L.G. Stake** <jlgstake@gdoe.net>

Date: Thu, Dec 5, 2024 at 2:35 PM

Subject: Re: [EMAIL EXTERNAL] GDOE SSHS - TRMA RFP006-2020 Revised A&E Contract Terms

To: Nikolas B. Cruz <nbcruz@gdoe.net>

Cc: Dr. Kenneth E. Swanson (Superintendent) <keswanson@gdoe.net>, Morgan W. Paul (Deputy Supt., FAS) <mwpaul@gdoe.net>, Jimmy D. Pangelinan <jimdpangelinan@gdoe.net>, Carmen T. Charfauros <ctcharfauros@gdoe.net>, Anthony E. Quinata <aequinata@gdoe.net>, Legal Admin <legal-admin@gdoe.net>

CONFIDENTIALITY NOTICE

ATTORNEY CLIENT PRIVILEGED COMMUNICATION

DO NOT FORWARD

Buenas Nik,

If I am reading this right it appears to be a request to increase their original contract of roughly \$5.6 million by approximately \$1.3 million. This is concerning because it is DPW that has taken over the SHS construction project. As such, any developments since then I hope our side is able to validate or contest. More importantly, I am not aware of an enabling law that allows for such a substantial increase to a service contract.

I recommend that our team verify this massive increase with DPW (or contest it), and secondly to inform TRMA that Guam law caps service contracts at a 10% maximum increase. TRMA's contract is not for construction services, and therefore they are not entitled to the same flexibility.

On Tue, Nov 26, 2024 at 1:46 PM Nikolas B. Cruz <nbcruz@gdoe.net> wrote:
Here are the attachments provided by TRMA.

On Tue, Nov 26, 2024 at 12:17 PM Nikolas B. Cruz <nbcruz@gdoe.net> wrote:
Sorry, I did not include the Procurement Office in the earlier email.

On Tue, Nov 26, 2024 at 11:21 AM Nikolas B. Cruz <nbcruz@gdoe.net> wrote:
Good afternoon Dr. Swanson and Team,

I am currently reviewing the revised A&E Contract Terms forwarded by TRMA, which pertain to the proposed design-build approach to be implemented by DPW for the new Simon Sanchez High School. Although I am reviewing these documents, I highly encourage others in the email chain to review them as well.

If you prefer that I schedule a meeting with the TRMA team, please let me know and I can reach out to Cedric to schedule at your convenience.

Thank you.

On Tue, Nov 26, 2024 at 9:32 AM Cedric Cruz <Ccruz@traguam.com> wrote:

Hi Nik,

Attached is TRMA's letter and attachments regarding revised A&E Contract Terms that require GDOE approval. The revised terms are necessary because of the proposed design-build approach that will be implemented by DPW in the procurement of the project.

Please review the documents and confirm GDOE's approval or let us know if more information is required on the matter. We can schedule a meeting in person or online to discuss further if needed. The approval of the new terms is critical for DPW's timeline, so please let us know how we can help.

Thank you.

Senseramente,

Cedric Cruz, AIA NCARB LEED AP BD+C

Taniguchi Ruth Makio Architects

P.O. Box EA

Hagatna, Guam 96932

Tel (671) 475-8772

Fax (671) 472-3381

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Best Regards,

Nikolas B. Cruz
Program Coordinator
GDOE- Capital Improvement Projects
671-300-1363

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Best Regards,

Nikolas B. Cruz
Program Coordinator
GDOE- Capital Improvement Projects
671-300-1363

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Best Regards,

Nikolas B. Cruz
Program Coordinator
GDOE- Capital Improvement Projects
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Guam Department of Education

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Guam Department of Education

--

K. Erik Swanson, PhD
Superintendent
Guam Department of Education
(671)300-1530
keswanson@gdoe.net

We are all one crew, there are no passengers on this journey.

Guam Department of Education

November 22, 2024

K. Erik Swanson, PhD
Superintendent
Guam Department of Education
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913

Subject: GDOE RFP 006-2020 Simon Sanchez HS (SSHS) – A/E Contract Terms
Adjustment

Buenas Dr. Swanson,

TRMA must request GDOE's approval for changes to our A/E Contract based on the proposed procurement of the new Simon Sanchez High School. As you are aware, DPW is now responsible for the procurement of the new school, and their Construction Manager (SSFM International) has proposed that the procurement utilizes a "Design-Build" approach to best control cost, time, and the government's risk for the project. We understand that DPW has approved this proposal.

TRMA agrees that project risk is mitigated by the design-build approach. Further understanding is needed for the cost and time benefits of the approach. Yet, DPW has the final decision on the bid and construction of the project, and we will assist as best as we can acknowledging that the procurement approach is outside of TRMA's control.

The design-build approach changes TRMA's contract terms, generally:

1. TRMA will no longer be the Designer of Record for the Construction Documents for SSHS. This is necessary to transfer any risk associated with the design to the Developer as intended by DPW.

Our original Contract was for a Design-Bid-Build project, in which TRMA prepared a 100% Design used for the bid and construction of the project and TRMA is the Designer of Record who has responsible control for design that is constructed. The Design-Build approach requires shifting of this responsibility to the Developer and their own design-build A/E team that prepares the Construction Documents for the project. TRMA's 100% Design Submittal and the

current building permit application will be voided. The design prepared by TRMA will instead be used as a programming document that is the basis for the Developer's A/E design work.

2. TRMA must adjust its services. The adjustments are detailed in TRMA's revised Contract Terms attached. Adjustment is also needed to extend these services beyond the current December 2025 expiration date.
3. TRMA must adjust fees based on the corresponding service changes. Additional fees are not required, but the fees need to be reassigned to corresponding services. Please also note that this is subject to exclusions, limits, and conditions identified in TRMA's revised Contract terms attached.

Additionally, please note that TRMA intends to keep its Commissioning services intact as per the original contract terms. This would provide added assurance for GDOE's acceptance of the HVAC & controls, Lighting controls, and Plumbing systems for the school.

Please review the attached A/E Services Revised Contract Terms and confirm GDOE's approval or advise that additional information is required. We can set up a meeting to further explain the terms. Excerpts from TRMA's Contract are also provided to help clarify the revised services.

Senseramente,

Taniguchi Ruth Makio Architects



Cedric Cruz, AIA

Attachments: RFP006-2020 Agreement A&E Services Revised Contract Terms
11/22/24 and Excerpts (Agreement Exhibits 1 & 2)

RFP006-2020 Agreement A&E Services Revised Contract Terms November 22, 2024

TRMA's Final Construction Design, Construction Documentation, Permitting, Bid and Construction Services as identified in Contract Exhibits 1 and 2 will be revised and limited to:

1. Preparation of a design-build programming document based on general design requirements extracted from TRMA's 100% submittal and limited to architectural, landscaping, civil, structural, mechanical, fire protection, electrical, telecom, and FF&E scope including:
 - a. General Project Requirements – Base Bid and Additive Bid Scope; Campus Population requirements; Developer Responsibilities for Design; GDOE's review requirements
 - b. Site development, exterior works, campus infrastructure requirements.
 - c. Building Shell & Systems design requirements including engineering requirements.
 - d. Architectural program identifying space planning, interior material, and finish requirements.
 - e. General reference plans and drawings.
 - f. Attachments

The programming document will include attachments for geotechnical, archaeological, environmental, traffic study, landscaping, acoustical, theater design, audio visual, and network data from the 100% submittal. These will be for information only.

The design-build approach is also intended to allow the Developer flexibility to change the design to maximize cost effectiveness, however this will be within the constraints of the programming document that is intended to identify the universal aspects of the design that must be met.

GDOE will be responsible for final approval of the programming document for issuance to bidders.

2. Bid RFI responses regarding the programming document intent; additional fees will be required for any rebid or extension of the Bid RFI timeframe. TRMA requires 3-weeks for preparation of RFI responses.
3. Design Review at 60% and 100% completion for conformance with the programming document intent. The Developer's A/E team will be required to submit their design for TRMA, GDOE, and DPW review. TRMA's requires 3-weeks for each design review.
4. Construction RFI responses regarding the programming document intent. The total number of RFI covered will be limited to 25 per A/E scope identified in Item 1 above. TRMA requires 10 days for preparation of RFI responses.

Inspections and submittal /shop drawing reviews are excluded and will be done at an additional cost determined on a time and material basis when required.

5. No Designer of Record responsibilities. Review for building regulations compliance, design coordination, and constructability is excluded. TRMA's team may comment on these at their discretion, but responsible control of the design remains with the new DOR.
6. No Owner Agent services.
7. Commissioning Authority services for Design Review, Construction submittal/shop drawing reviews, and Witnessing the Functional Performance Testing of HVAC & controls, Lighting controls, and Plumbing systems.

These services are currently in TRMA's contract and we recommend that they are maintained as added assurance for GDOE regarding the systems covered and to document GDOE's acceptance.

Additional Terms include:

- a. Contract Extension to December 2028.
- b. Liability Waiver for TRMA's 100% Submittal documents.
- c. Liability Waiver for any previous Submittal documents included in the programming document.

- d. Liability Waiver and additional fee for 100% Submittal Revit and CAD files.
- e. Voiding of the current permit application.
- f. No Designer of Record responsibilities. Review for building regulations compliance, design coordination, and constructability is excluded. Team members may comment on these at their discretion, but responsible control of the design remains with the new DOR.
- g. No Geotechnical services.
- h. No Archaeological services.
- i. No Environmental services.
- j. No Cost Estimating services.
- k. No Acoustical Design services.
- l. No Audio Visual and Theater Specialty services.
- m. No Permitting services.
- n. No Construction Meeting Attendance services.
- o. No Bid and Construction Document Distribution services.
- p. No Construction Transition Phase services.

Schedule:

Programming Document	8-weeks Pre-Final Submittal 6-weeks Final Submittal 1-week GDOE/DPW/SSFM review
Bid	3-months max; RFI responses (3-week response time from RFI Deadline)
60% Design Review	3-weeks review
100% Design Review	3-weeks review
Construction	3-years; limited RFI responses (10-day response time)

A/E Fees:

Programming Document & Bid RFI Responses

Architecture / FF&E		\$ 284,301
Landscape Arch.	\$ 57,440	
Civil	\$ 49,696	
Structural	\$103,904	
Mechanical & Fire Protection	\$103,904	
Electrical	\$103,904	
Telecom	\$103,904	
	<u>\$522,752 x 1.15</u>	<u>\$ 601,164</u>
		\$ 849,465

Limited Design Review

Architecture / FF&E		\$ 15,000
Landscape Arch.	\$ 10,000	
Civil	\$ 10,000	
Structural	\$ 10,000	
Mechanical & Fire Protection	\$ 10,000	
Electrical	\$ 10,000	
Telecom	\$ 10,000	
	<u>\$ 60,000 x 1.15 =</u>	<u>\$ 69,000</u>
		\$ 84,000

Limited Construction RFI Responses

Architecture / FF&E		\$ 15,000
Landscape Arch.	\$ 10,000	
Civil	\$ 10,000	
Structural	\$ 10,000	
Mechanical & Fire Protection	\$ 10,000	
Electrical	\$ 10,000	
Telecom	\$ 10,000	
	<u>\$ 60,000 x 1.15 =</u>	<u>\$ 69,000</u>
		\$ 84,000

Commissioning Authority

Design Review	\$ 16,560	
Submittals & FPT Witnessing	\$289,428	
	<u>\$305,988 x 1.15 =</u>	<u>\$ 351,886</u>

The total revised fee is \$1,369,351 which is covered by the balance of TRMA's Contract Fee.

**AGREEMENT BETWEEN THE GUAM DEPARTMENT OF EDUCATION AND
TANIGUCHI RUTH MAKIO ARCHITECTS FOR SERVICES PURSUANT TO GDOE
RFP006-2020**

EXHIBIT 2

Contractor's Cost Proposal

(Referenced on page 1 of 15)

June 15, 2020

Jon J.P. Fernandez, Superintendent
Guam Department of Education
501 Mariner Avenue
B-Building, Suite 116
Barrigada, Guam 96913

Attn: Carmen T. Charfauros, Supply Management Administrator

Subject: Architectural and Engineering Services Fee Proposal for the New Simon Sanchez High School

Buenas Mr. Fernandez,

TRMA is pleased to provide GDOE with our updated A/E Services Project Fee Proposal for Owner-Agent, Design, Bidding, and Construction services for the New Simon Sanchez High School. TRMA's fee proposal supersedes the initial 3/12/20 Proposal; and the 5/8/20 and 5/22/20 additional information. Our scope of services remains as previously described except for the following revisions per the 6/11/20 negotiation meeting comments:

- Delete Structural Special Inspections
- Revise Invoicing Schedule for 30%, 60%, 90%, and 100% submissions

TRMA confirms that all costs for the Owner-Agent, Design, and Designer of Record Bidding/Construction A/E Services for the delivery of the project are covered by our fee proposal.

Other topics were discussed during the negotiating meeting. Questions were posed regarding potential schedule impacts and building cost impacts. Considerations for pandemics and bid evaluation were also briefly discussed. TRMA notes that information on potential impacts is uncertain, and that GDOE will be advised accordingly as the information evolves. GDOE also advised that specifics on TRMA's role in Bid Evaluation and Recommendation will be provided. Additionally, TRMA and GDOE will work out specifics on the project schedule.

Project Schedule:

- NTP 7/6/20 & Receipt of Topographic Survey Information
- Concept Design: 7/6/20 – 8/11/20
 - Design Committee Planning Meetings: 7/6/20 – 7/28/20 (16 total)
 - Consultant Coordination: 7/6/20 – 8/3/20
 - Environmental Survey
 - Geotechnical Investigation
 - Traffic Study

Concept Design Presentation and GDOE Review: 8/17/20 – 8/21/20
- 30% Schematic Design: 8/11/20 – 10/26/20
 - Weekly GDOE Planning Meeting: 8/24/20 – 10/16/20 (8 total)
 - Bi-Weekly Consultant Coordination Meeting: 8/24/20 – 10/16/20 (4 total)
 - Government Agency Coordination: 8/11/20 – 10/23/20
 - Consultant Coordination
 - CM Coordination
 - Environmental Survey
 - Geotechnical Investigation
 - Traffic Study
 - Monthly Project Reports

Schematic Design Presentation and GDOE Review: 10/27/20 – 10/30/20
- 60% Design Development: 10/26/20 – 1/22/21
 - Weekly GDOE Planning Meeting: 11/2/20 – 1/15/21 (10 total)
 - Bi-Weekly Consultant Coordination Meeting: 11/5/20 – 1/15/21 (5 total)
 - Government Agency Coordination: 10/26/20 – 11/25/20
 - Consultant Coordination
 - CM Coordination
 - Monthly Project Reports

Design Development Presentation and GDOE Review: 1/25/21 – 1/29/21
- 90% Bid Documents: 1/22/21 – 5/8/21
 - Weekly GDOE Planning Meeting: 2/1/21 – 4/16/21 (11 total)
 - Bi-Weekly Consultant Coordination Meeting: 2/1/21 – 4/16/21 (5 total)
 - Consultant Coordination
 - CM Coordination
 - Monthly Project Reports

Bid Document Presentation and GDOE Review: 5/10/21 – 5/14/21
- 100% Construction Documents: 5/8/21 – 6/28/21
 - Weekly GDOE Planning Meeting: 5/17/21 – 6/18/21 (5 total)

- *Bi-Weekly Consultant Coordination Meeting: 5/18/21 – 6/18/21 (2 total)*
- *Consultant Coordination*
- *CM Coordination*
- *Monthly Project Reports*

Construction Document Presentation and GDOE Review: 6/29/21 – 7/2/21

• *Bid: 5/8/21 – 12/4/21*

- *Weekly GDOE Bid Coordination Meeting: 5/10/21 – 12/4/21 (30 total)*
- *Bid Document Issuance: 5/10/21*
- *Pre-Bid Conference & Site Visit: 6/7/21 – 6/11/21*
- *RFI Responses 5/10/21 – 6/28/21*
- *Construction Document Issuance: 6/28/21*
- *RFI Responses 6/28/21 – 9/17/21*
- *Consultant Coordination*
- *CM Coordination*
- *Monthly Project Reports*
- *Bid Opening 10/15/21*
- *Bid Evaluation and Recommendation 10/15/21 – 11/5/21*

• *Permitting: 6/28/21 – 12/4/21*

- *Weekly GDOE Planning Meeting: 6/28/21 – 12/4/21 (22 total)*
- *Weekly Building Permit Processing and Agency Coordination*
- *Consultant Coordination*
- *CM Coordination*
- *Monthly Project Reports*

• *Construction Phase 1: 12/4/21 – 2/4/24*

- *Weekly Construction Coordination Meeting: 12/4/21 – 2/4/24 (113 total)*
- *Consultant Coordination*
- *CM Coordination*
- *On-site Coordination meetings (4 per month)*
- *Site Observation Reports (2 per month)*
- *Payment Application Review & Certification*
- *Structural Special Inspections*
- *Substantial Completion Inspection Report and Certificate*
- *Final Completion Inspection Report*

• *Construction Phase 2: 11/11/23 – 1/4/25*

- *Weekly Construction Coordination Meeting: 2/11/24 – 1/4/25 (8 total)*
- *Consultant Coordination*
- *CM Coordination*
- *Periodic Site Observation Reports*

- *Payment Application Review & Certification*
- *Structural Special Inspections*
- *Substantial Completion Inspection Report and Certificate*
- *Final Completion Inspection Report*

This schedule allows for issuance of Bid Documents by 5/8/21 (10 months from NTP approximately). The dates identified above are estimated and will shift accordingly with actual dates of the activities. It is important to note that TRMA is maintaining the Bid, Permit, and Construction Timeframes outlined in the RFP Response, which intends for the project bidding to commence with the 90% Submittal and end after the 100% Submittal.

GDOE Design Committee input is limited to the 7/6 – 7/28 planning meetings and at each submittal review. The 30% Submittal Review comments will establish the basis of design. Significant changes to the Design requested after the 30% Submittal Review comments will affect the schedule. Additionally, the current pandemic situation may require some modification of the schedule.

A/E Services & Fees:

TRMA's fee proposal includes basic and specialty A/E services based on the estimated scale and scope of the project requirements outlined in the RFP document. Refer to attachments included with this proposal for additional explanation of the scope of services and limits. TRMA's standard 1.15 multiplier is added to subconsultant fees. The services and associated fees are summarized below.

Basic A/E Design and Construction Services:

• Architecture	\$1,351,000.00
• Civil Engineering	\$ 275,963.20
• Structural Engineering	\$ 859,130.50
• Mechanical & Fire Protection Engineering	\$ 496,469.95
• Electrical Engineering (Power & Lighting)	\$ 577,235.60
• Electrical Engineering (Telecom)	\$ 447,732.95
• Landscape Architecture	\$ 194,721.45

Specialty Services:

• Owner Agent Representation (Design, Bid, Permitting, Construction)	\$ 120,000.00
• FF&E Coordination	\$ 90,000.00
• Geotechnical Investigation	\$ 107,985.00
• Archaeological Survey	\$ 37,039.20
• Traffic Study	\$ 11,500.00
• Environmental Assessment	\$ 87,493.15
• Commissioning	\$ 361,289.75
• Cost Estimating	\$ 203,791.50
• Acoustical Design	\$ 87,279.25
• Audio-Visual Design	\$ 101,384.00
• Auditorium Stage Design	\$ 76,245.00
• Sports Field Lighting	\$ 50,209.00
• Auditorium Electrical Systems	\$ 24,040.75
• PV system	\$ 16,807.25
• Backup Power	\$ 14,041.50
• A/C System Power Conditioner	\$ 12,339.50
• Security System Design	\$ 45,691.80
• Cable TV Systems	\$ 22,845.90
• Structural Special Inspections (DELETED)	\$ 00.00

Reimbursables

• Centralized Project Data Cloud Storage	\$ 8,400.00
• Printing	\$ 15,000.00

GRAND TOTAL \$5,695,636.20

Refer to the attached Billing Schedule for the fees that will be invoiced with each Submittal and on a monthly basis during Construction.

Note:

1. Building Department and Agency Fees are not included in this proposal.
2. Reimbursables such as printing, scanning, long distance calls, courier services, will charged to GDOE with TRMA's 1.15 markup.
3. Printing costs included in this fee proposal are limited to \$15,000.
4. TRMA will refine the schedule based on the Final Agreement.

TRMA is excited to move forward with GDOE on this major endeavor. Please let us know if you need additional information on this matter.

Senseramente,

Cedric Cruz, AIA
for Michael W. Makio, AIA

Attachments:

- Attachment 1 TRMA Owner Agent and Architecture Services and Deliverables Description; Man-Hour Breakdown; 3/12/20 Proposal Excerpt; Concept Plan
- Attachment 2 DCA Civil Fee Proposal & Man-Hour Breakdown
- Attachment 3 DCA Structural Fee Proposal & Man-Hour Breakdown
- Attachment 4 WM Engineers Fee Proposal & Man-Hour Breakdown
- Attachment 5 EMCE Fee Proposal & Man-Hour Breakdown
- Attachment 6 InSynergy Telecommunications & Commissioning Fee Proposal & Man-Hour Breakdown
- Attachment 7 Belt Collins Fee Proposal
- Attachment 8 Geo Engineering & Testing Fee Proposal
- Attachment 9 International Archaeology Fee Proposal & Man-Hour Breakdown
- Attachment 10 DCA Traffic Study Fee Proposal & Man-Hour Breakdown
- Attachment 11 DCA & IHP Environmental Assessment Fee Proposal & Man-Hour Breakdown
- Attachment 12 J.Uno Fee Proposal
- Attachment 13 DL Adams Fee Proposal & Man-Hour Breakdown
- Attachment 14 6/15/20 TRMA Billing Schedule: SSHS 2020 – 2025

Owner-Agent Services:

A. Design

1. Facilitate Daily Concept Design Meetings
2. Facilitate Weekly Planning Meeting Attendance with GDOE / Minutes
3. GDOE Design Committee Meeting Presentations / Attendance
4. Education Board Meeting Presentation / Attendance
5. Legislative Oversight Meeting Presentation / Attendance
6. Coordination of Environmental Assessment, Archaeological Survey, and Geotechnical Investigation.
7. Design QC Review
8. CM Coordination
9. Monthly Project Status Reports

B. Bid

1. Weekly Planning Meeting Attendance with GDOE / ~~Minutes~~
2. Procurement Assistance
3. Permit Processing prior Bid Award
4. Pre-Bid Conference / Site Visit Presentation / Attendance / Notes
5. Coordination of A/E Responses to Bidder questions / RFI
6. Bid Evaluation & Award Recommendation
7. CM Coordination
8. Monthly Project Status Reports

C. Construction

1. Weekly Construction Meeting Attendance
2. Site Visit / Walk-through Presentation / Attendance
3. CM & A/E Coordination
4. Monthly Project Status Reports

Architecture Services:

A. Design

1. Agency Coordination
2. Cost Estimate Coordination
3. Engineering Design Coordination

4. Building Code and Regulation Analysis
5. Architectural Drawings, Specifications, Project Manual and Basis of Design
6. FF&E Coordination

B. Bid / Permitting

1. Engineer Coordination of responses to Contractor RFI's and ~~Agency Review~~ Comments.
2. Final Construction Documents Coordination and Preparation
3. Bid Evaluation Assistance

C. Construction

1. RFI responses and Submittal reviews
2. Engineer Coordination
3. Periodic Observations (1-2) per month
4. Weekly Site conferences
5. Substantial Completion Inspection
6. Final Inspection

Deliverables:

TRMA will oversee the A/E effort to provide the following deliverables for each submittal.

Concept Design

- Preliminary Basis of Design that Summarizes the Design Requirements for the Project
- Preliminary Project Manual and Specifications
- Preliminary Code Review
- Preliminary Project Site Plans showing the general building location, required setbacks, vehicular access and circulation, pedestrian access and circulation, emergency vehicle access and circulation, parking
- Preliminary Building Plans showing the general building layout, room sizes, doors, windows, accessibility, and egress
- Preliminary Building Elevations showing the general building structure
- Preliminary Building Sections showing the general configuration and relationships of the building structure

- Preliminary Perspectives / Axonometric Images showing 3-dimensional views of the site development and building exterior
- Preliminary Landscaping
- Preliminary Construction Cost Estimate

30% Schematic Design

- Revisions per the Concept Design Review Comments
- Preliminary Basis of Design that Summarizes the Design Requirements for the Project
- Preliminary Project Manual and Specifications
- Preliminary Code Review
- Preliminary Project Site Plans showing the general building location, required setbacks, vehicular access and circulation, pedestrian access and circulation, emergency vehicle access and circulation, parking, storm water drainage system, site utilities, site lighting, landscaping, and site signage
- Preliminary Building Plans showing the general building layout, room sizes, doors, windows, plumbing fixtures, casework, accessibility, egress, fire protection, specialty equipment, OFCI work, mechanical equipment, electrical equipment, and landscaping
- Preliminary Building Elevations showing the general building structure, doors, windows, roof drainage, overhangs, finishes, signage, finishes, specialty equipment, OFCI work, fire protection, mechanical equipment, and electrical equipment
- Preliminary Building Sections showing the general configuration and relationships of the building structure, windows, partitions, thermal & moisture protection, finishes, specialty equipment, OFCI work, fire protection, mechanical equipment, and electrical equipment
- Preliminary Perspectives / Axonometric Images showing 3-dimensional views of the site development and building exterior and interior based on the Schematic Design
- Updated Construction Cost Estimate

60% Design Development

- Revisions per the 30% Design Review Comments
- Updated Basis of Design
- Updated Project Manual and Specifications
- Updated Code Review

- Engineering Calculations
- Updated Project Site Plans with additional details
- Updated Overall Building Plans
- Updated Building Elevations
- Updated Building Sections
- Enlarged Plans and Interior Elevations with additional details
- Enlarged Building Elevations and Sections with additional details
- Wall Sections
- Room Finish Schedule
- Door & Window Schedules
- Typical Construction Details
- Engineering Diagrams
- Foundation and Beam Schedules
- Equipment and Lighting Schedules
- Fire Protection Drawings
- Updated Perspectives / Axonometric Images
- Updated Landscaping Drawings and Specifications
- Updated Construction Cost Estimate

90% Bid Documents

- Revisions per the 60% Design Review Comments
- Basis of Design
- Updated Project Manual and Specifications
- General Notes and Requirements
- Updated Code Review
- Updated Engineering Calculations
- Project Site Plans and Sections
- Overall Building Plans
- Building Elevations
- Building Sections
- Enlarged Plans and Interior
- Enlarged Building Elevations and Sections
- Wall Sections
- Room Finish Schedule
- Door & Window Schedules
- Typical Construction Details

- Updated Landscaping Drawings and Specifications
- Drawing Scales and Dimensions
- Perspectives / Axonometric Images
- Construction Cost Estimate

100% Permit Documents

- Revisions per 90% Design Review Comments, Agency Review Comments, and Bid RFI Responses
- Final Basis of Design
- Certified Final Drawings, Project Manual, Specifications, and Calculations
- Construction Cost Estimate

19-0724

**AGREEMENT BETWEEN THE GUAM DEPARTMENT OF EDUCATION
AND TANIGUCHI RUTH MAKIO ARCHITECTS FOR SERVICES
PURSUANT TO GDOE RFP 006-2020**

THIS AGREEMENT is entered into by and between the **GUAM DEPARTMENT OF EDUCATION** ("GDOE"), an agency of the government of Guam, whose address is 501 Mariner Avenue, Barrigada, Guam 96913, and **TANIGUCHI RUTH MAKIO ARCHITECTS** ("Contractor"), whose address is **P.O. BOX EA, Hagatna, Guam 96932** (collectively referred to as "Parties").

WHEREAS, GDOE issued Request for Proposal ("RFP") **006-2020** for Architectural and Engineering Services, attached herewith as **Exhibit 1**;

WHEREAS, GDOE has determined it does not have adequate personnel or resources to perform the services contemplated in this agreement and it is in the best interests of GDOE to have such services performed under contract;

WHEREAS, Contractor responded to the RFP by submitting a proposal ("Proposal") to provide services in accordance with the RFP, and was selected as the most qualified offeror;

WHEREAS, by submitting its Proposal, Contractor warrants and represents that it possesses the necessary knowledge, resources and experience to perform the work and services herein described professionally, skillfully and diligently; and

WHEREAS, GDOE desires to retain Contractor for specific services on the terms and conditions set forth in this Agreement and Contractor has agreed to accept such terms and conditions;

WITNESSETH, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

I. Statement of Services to be Performed.

A. Scope of Work. The Contractor shall provide professional services for the GDOE, as described in **RFP 006-2020** and the **Contractor's Cost Proposal**. The **Contractor's Cost Proposal** is attached herein as **Exhibit 2**. Specified dates for performance of tasks may be amended by written agreement between GDOE and Contractor's authorized representative. Contractor shall provide status reports on the services performed as required under this Agreement or more frequently as requested by GDOE. Contractor recognizes that failure to perform any services required under this Agreement per the terms and conditions herein constitutes a material breach of this Agreement.

B. Contractor Provisions of Resources. Contractor agrees to furnish all qualified personnel, facilities, tools, equipment, materials and transportation to perform the services and work provided for in this Agreement. Contractor represents that it and its employees possess the professional and technical expertise necessary to perform the services called for in this Agreement in a competent, professional manner, in line with the services of a typical Contractor

engaged in the same and similar field as Contractor herein. GDOE may, in its sole discretion and based upon availability, provide staff assistance to Contractor in furtherance of this Agreement. The Contractor shall insure that its employees engaged in work hereunder are informed of all relevant provisions of this Agreement.

C. Other Work. GDOE acknowledges and agrees that Contractor may provide services to other clients, persons or companies apart from the services performed in this Agreement, as long as the performance of such other services does not in any way conflict with or hinder the performance of services herein. In the event GDOE discovers or determines that the Contractor is providing services to a third party which conflicts with or hinders the performance of services under this Agreement, Contractor must immediately cease performing those third party services upon being provided written notice by GDOE and GDOE may invoke any further available remedies under the terms of this Agreement.

D. Location of Services. Contractor may perform the services under this Agreement at any suitable location as approved by GDOE.

II. Term of Agreement.

A. This Agreement shall be effective upon its full execution by all necessary parties until **December 31, 2025**.

B. This Agreement will be cancelled if funds are not appropriated or otherwise made available to support continuation after this fiscal year. GDOE shall provide timely notice if funds are not available for continuation of contract beyond the fiscal year. In the event of cancellation due to unavailability of funds, Contractor will be reimbursed unamortized, reasonably incurred, non-recurring costs.

III. Compensation.

A. Compensation. Compensation for Services: This contract is a fixed firm price contract. Contractor shall receive compensation from GDOE for the Services as provided for in the **Contractor's Cost Proposal** attached herein as **Exhibit 2** to this Agreement and in the amount of **Five Million Six Hundred Ninety-Five Thousand Six Hundred Thirty-Six Dollars and Twenty Cents (\$5,695,636.20)**, unless agreed upon in writing between the Superintendent of GDOE and Contractor's authorized representative and subject to the availability of funds.

Payment shall be made upon the completion of each service described herein and approval by GDOE of each invoice submitted by Contractor.

B. Expenses. Contractor shall be solely responsible for all expenses incurred in the performance of services under this Agreement unless otherwise expressly provided for herein.

C. No Compensation Prior to Approval of Agreement. GDOE shall not be liable to Contractor for any services performed by Contractor prior to full execution of this Agreement by all parties, and Contractor expressly waives any and all claims for services performed in expectation of this Agreement prior to its full execution.

D. Final Payment. Final payment shall be made upon satisfactory performance of all services required to be performed by Contractor under this Agreement. Prior to the final payment due Contractor, and as a condition precedent thereto, Contractor shall execute and deliver to GDOE a release in form approved by GDOE of claims against GDOE arising under this Agreement. Contractor expressly waives the provision of Section 82602 of Title 18, Guam Code Annotated, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

E. Payment. All rates and prices and payments to the Contractor shall be in the currency of the United States.

IV. Early Termination.

A. By GDOE. GDOE reserves the right to cancel or terminate this Agreement prior to its completion for reasons including, but not limited to, the following:

(i) Termination without Cause: GDOE may terminate this Agreement, without cause, upon the delivery of written notice to the Contractor at least thirty (30) days prior to the intended date of termination;

(ii) Termination in the Best Interest of the Government of Guam: GDOE may terminate this Agreement based upon a determination that such termination is in the best interests of the Government of Guam by delivering a written notice of such termination to the Contractor and the effective date of such termination. Circumstances for termination under this clause include but are not limited to Contractor's successful completion of services under this Agreement to the satisfaction of GDOE.

(iii) Termination for Cause/Default: If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such

officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(iv) Termination for Convenience. The GDOE procurement officer may, when the interests of GDOE so require, terminate this contract in whole or in part, for the convenience of GDOE. The procurement officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The procurement officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to GDOE. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.

The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by 2 G.A.R. §3118. If the Contractor fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the Contractor, if at all, an amount set in accordance with this section. The procurement officer and the Contractor may agree to a settlement provided the Contractor has filed a termination claim as required herein and the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by GDOE and the contract price of the work not terminated. Absent agreement of a settlement, the procurement officer shall pay the Contractor the following amounts: with respect to all contract work performed prior to the effective date of the termination, the total, without duplication of any items, of: (a) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amount paid or to be paid for completed portions of such work; provided that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss; (b) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this clause. These costs must not include costs paid in accordance with subsection (a) above; (c) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder. The total sum to be paid the Contractor under this subsection shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies or materials under this section, and the contract price of work not terminated.

B. By Contractor.

(i) **Termination for Cause:** Contractor shall notify GDOE in writing of deficiencies or default in the performance of GDOE's duties under this Agreement. GDOE shall have twenty (20) days to correct the deficiency or cure the default, which period may be extended by Contractor (said extension not to be unreasonably denied). Upon 60 days' written notice of Contractor's termination of this Agreement for cause, the Contractor shall be entitled to payment, in accordance with Section III of this Agreement, for satisfactory services rendered up to the termination date and GDOE shall have no obligations to Contractor. The Contractor shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

C. Termination/Modification for Lack of Funds. GDOE may terminate or modify this Agreement based upon a lack of funding. In such an event, GDOE shall promptly provide notice to Contractor and within twenty (20) days of the notice, the Parties shall renegotiate the terms of this Agreement in good faith. If the parties are unable to reach an agreement on the renegotiation, then either Party may terminate this Agreement pursuant to Section IV of this Agreement as applicable.

D. Preservation of Property. Notwithstanding any termination of this Agreement, and subject to any directions from GDOE, the Contractor shall take timely and reasonable and necessary action to protect and preserve the property in the possession of Contractor in which GDOE has an interest.

E. Additional Provisions. In the event that either party effects an Early Termination, it is expressly provided that GDOE may issue a new Request for Proposal with respect to such terminated services. This provision shall not be deemed an admission or waiver of any rights and defense with respect to rights of either Party under this Agreement, including but not limited to, either Parties' rights to assert damages for breach of Agreement.

V. Contact Person. The Contractor agrees that, during the term of this Agreement, it shall identify a primary contact person who is familiar with the services being performed hereunder and who shall be responsible to the questions and direction of GDOE. The contact person must be identified in writing within thirty (30) days after full execution of this Agreement by all parties. GDOE reserves the right to request replacement of the contact person designated by the Contractor under this Agreement.

VI. Confidentiality.

A. Information. The Contractor hereby warrants that it shall not disclose any documents, materials or information, whether verbal, written, electronic or digital media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this Agreement. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All

necessary steps shall be taken by the Contractor to safeguard the confidentiality of the Information in conformance with any applicable United States and Guam laws, statutes and regulations.

The Contractor shall keep copies of the Information and the provisions of this Section shall remain in effect as long as determined by GDOE. All of the Information shall be returned promptly after use to GDOE and all copies or derivations of the Information shall be physically and/or electronically destroyed. Contractor shall include a letter attesting to the complete return of Information and documenting the destruction of copies and derivations with the returned Information.

The Contractor shall not enter into any Agreements or discussions with a third party concerning such Information without the prior written consent of GDOE, and then only if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement.

It is specifically provided that the limitations contained in this paragraph A shall not apply (i) to the extent required by applicable law, (ii) to the extent that any Information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective order, issued by a court of competent jurisdiction.

B. Liability. Failure to comply with the provisions of Paragraph A shall subject the Contractor to liability, including all damages and injunctive relief.

VII. Conflicts of Interests/Ethics

A. The Contractor warrants and covenants that it has not violated and will not violate Guam's procurement law or regulations pertaining to ethics in public contracting.

B. It is expressly understood that breach of any of the covenants or warranties in this Section on the part of the Contractor is a material breach of this Agreement and shall entitle GDOE to immediately terminate this Agreement. Contractor agrees that in the event of a breach or violation of this Section, GDOE shall have the right to terminate this or any other Agreement with the Contractor without liability.

C. Notwithstanding the provisions contained in this Agreement with regard to the assignment or subcontracting of any work under this Agreement, Contractor agrees that with respect to any subcontractor it engages to perform any work contemplated by this Agreement that any Agreements it enters into with such subcontractor(s) will include provisions which parallel this Section VII and shall require any subcontractor to execute a statement of no conflict of interests to GDOE and provide such statement to GDOE.

VIII. Waiver. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

IX. Severability. If any provision of this Agreement shall be held or deemed by a court of competent jurisdiction to be invalid, inoperative or unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in the Agreement.

X. Survival of Warranties. All representations, warranties, agreements, covenants and obligations in this Agreement shall be deemed to have been relied upon by the other party, and shall survive the completion of this Agreement and shall not merge in the performance of any obligation by any party hereto.

XI. Fees and Expenses. Each of the Parties shall bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

XII. Notices. All invoices, reports, correspondence, notices, requests, demands and other communications hereunder shall be in the English Language, in writing. All notices required to be given under this Agreement by either party to the other may be effected by personal delivery, or by mail (registered or certified, postage, prepaid with return receipt requested). Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Notices shall be addressed and delivered to the parties as follows, provided that each party may change the address by giving the other party written notice in accordance with this section:

TO GDOE:	GUAM DEPARTMENT OF EDUCATION Attention: ADMINISTRATOR Office of Supply Management 501 Mariner Avenue Barrigada, Guam 96913
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With a copy to GDOE's Legal Counsel of Record.

TO CONTRACTOR:	TANIGUCHI RUTH MAKIO ARCHITECTS P.O. BOX EA, Hagatna, Guam 96932
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XIII. Assignment/Subcontractors. It is expressly acknowledged that Contractor is solely responsible for the fulfillment of its duties and obligations under this Agreement, regardless of whether or not Contractor utilizes one or more subcontractors for such purpose. The right and interest of Contractor under this Agreement (including, but not limited to, Contractor's right to or interest in any part of or all payments under this Agreement) may not be assigned, transferred or subcontracted to any other person, firm, corporation or other entity, whether by agreement, merger, operation of law or otherwise, without the prior, express written consent of

GDOE. In the event of a permissive subcontract or assignment of this Agreement by Contractor, Contractor agrees that any subcontractors retained by Contractor or assignees shall be subject to all provisions of this Agreement.

XIV. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, assigns and transferees, except as otherwise provided for under the terms of this Agreement.

XV. Scope of Agreement. This Agreement and its attachments, the RFP, and Proposal collectively: (i) supersede any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and (ii) contain all of the covenants and Agreements between the Parties with respect to such subject matter in any manner whatsoever. The Contractor and GDOE each acknowledge that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding.

XVI. Captions. All Section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the content of the Agreement.

XVII. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

XVIII. Governing Law and Forum Selection. Except to the extent U.S. federal law is applicable, the laws and regulations of Guam shall govern the interpretation, effect, and validity of this Agreement. Any court action shall be exclusively in Guam.

XIX. Compliance with Laws.

A. In General. The Contractor shall comply with all U.S. and Guam laws, statutes, regulations and ordinances applicable to this Agreement. The Contractor represents and warrants that it is fully licensed to do business in Guam to render the services to be provided herein.

B. Non-Discrimination in Employment. The Contractor agrees: (i) not to unlawfully discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap; (ii) to include a provision similar to that contained in subsection (i) above in any subcontract or assignment agreement except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors and/or assignees to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. Contractor shall comply with all conditions and requirements of Guam Law, including but not limited to Title 22 Chapter 5 Guam Employment Relations Act of the Guam Code Annotated (GCA).

C. Family and Educational Rights and Privacy Act.

Contractor acknowledges that certain information about GDOE students may be considered Education Records and that this information must be confidential by reason of the

Family and Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and related regulations (collectively referred to as "FERPA"). Both parties agree to protect these records in accordance with FERPA and any relevant GDOE policy or standard operating procedure. Contractor represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by the Contract, (b) required by law, or (c) otherwise authorized by GDOE in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of the Contract. Contractor agrees to provide GDOE with a written summary of the procedures Contractor uses to safeguard the FERPA Records.

Contractor will have procedures and solutions implemented to prevent unauthorized access, and the procedures will be documented and available for GDOE to review on request. Those employees allowed to send data and receive data to and from the Contractor must be identified and sign a non-disclosure agreement.

Accidental exposures of data covered by the Contract to unauthorized persons will result in the Contractor notifying GDOE within four (4) hours of discovery; failure to do will be considered a material breach of the Contract. Notification to those whose data have been exposed will occur, at Contractor's sole expense, by GDOE.

Within thirty (30) days after the termination or expiration of the term of the Contract for any reason, Contractor shall either: (a) return or destroy, as applicable, all sensitive data, including any data protected under FERPA, provided to the Contractor by GDOE, including all sensitive data, including any data protected under FERPA, provided to Contractor's employees, subcontractors, agents, or other affiliated persons or entities; or (b) in the event that returning or destroying the sensitive data, including any data protected under FERPA, is not feasible, provide notification of the conditions that make return or destruction not feasible, in which case, the Contractor must continue to protect all sensitive data, including any data protected under FERPA, that it retains and agree to limit further uses and disclosures of such data to those purposes that make the return or destruction not feasible as Contractor maintains such sensitive data, including any data protected under FERPA.

Contractor's computer(s) must be protected by acceptable industry practices for antivirus, firewalls, and network and system intrusion detections systems, which may be periodically tested by GDOE personnel.

XX. Retention and Access to Records and Other Review. The Contractor, including subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the services performed and costs incurred, and to make such materials available at its respective offices at all reasonable times during the Agreement period and for six (6) years from the date of the final payment under the Agreement, for inspection by GDOE. GDOE agrees to comply with reasonable requests of Contractor to provide access to all documents

and GDOE property reasonably necessary to the performance of Contractor's services under this Agreement. The conditions of this section shall be placed in any subcontract or assignment arising under this Agreement.

XXI. Liability.

A. GDOE not Liable. GDOE assumes no liability for any accident, loss, claim, judgment, action or injury that may occur to the Contractor and/or the Contractor's officers, directors, agents, servants, subcontractors and/or employees, and/or to the personal property of any such person or entity, arising out of the performance of services under this Agreement except to the extent caused or contributed to by the negligent act or omission of GDOE. In addition, no Board member, officer, agent, or employee of GDOE shall be liable personally under or by reason of this Agreement or any of its provisions. In addition, GDOE assumes no liability for any accident or injury that may occur to Contractor's officers, directors, employees, agents, or dependents while traveling to and from Guam in furtherance of this Agreement.

XXII. Delays, Extensions and Suspensions. GDOE unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of GDOE. The Contractor agrees to prosecute the work continuously and diligently apart from those periods of suspension, delay or interruption. Except as otherwise agreed to by the Parties, reasonable time extensions for the performance of Contractor's services will be granted only for excusable delays that arise from causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government of Guam or the Government of the United States in either its sovereign or contractual capacity, acts of another contractor in the performance of an agreement with the Government of Guam, fires, floods, typhoons, earthquakes, epidemics, quarantine restrictions, strikes, freight, or embargoes.

XXIII. Modifications including those Due to Public Welfare, Change in Law or Change in Marketing Conditions. GDOE shall have the unilateral power to modify the Agreement at any time subject to the written agreement of Contractor. GDOE shall have the power to make changes in the Agreement and to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare or due to a change in law. GDOE shall

give the Contractor notice of any proposed change in the Agreement and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event GDOE materially alters the obligations of the Contractor, or the benefits to GDOE, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or GDOE shall be entitled to an adjustment in the rates and charges established under the Agreement. Contractor shall be entitled to terminate this Agreement rather than accept modified terms. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. GDOE and the Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to changes in law. When such modifications are made to the Agreement, GDOE and the Contractor shall negotiate in good faith a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

XXIV. Independent Contractor and its Employees.

A. Status of Contractor. The Contractor and its officers, agents, servants, subcontractors and employees are independent contractors performing professional services for GDOE, and are not employees of GDOE. The Contractor and its officers, agents, servants and employees shall not accrue vacation or sick leave, participate in the Government of Guam retirement system, insurance coverage, bonding, use of government vehicles or any other benefits accorded to Government of Guam employees as a result of this Agreement. Contractor agrees that Contractor and its aforementioned employees, officers, directors, agents, servants, and subcontractors are not and will not become an employee, officer or Board member of GDOE at any time during the duration of this Agreement, and will otherwise comply with the provisions of the Guam Procurement Law regarding ethics in public contracting (Title 5 Guam Code Annotated, Chapter 5, Article 11, and its associated rules and regulations). Nothing in this Agreement or any action taken under this Agreement shall be deemed or construed in any manner or for any purpose to evidence or establish as between Contractor and GDOE a relationship of partnership, agency, association, joint, venture or representative, nor does this Agreement authorize any party to undertake or bind any obligation or responsibility on behalf of the other party. In addition, there shall be no withholding of taxes by GDOE for the Contractor.

B. Liability. The Contractor assumes responsibility for its personnel and subcontractors providing services hereunder and will make all deductions and payments for social security and withholding taxes and for contributions to employment compensation funds, or any other payments required by the governments of the U.S. and Guam, if required. Contractor is responsible for paying when due any and all income taxes, gross receipts taxes, or any other taxes or assessments incurred as a result of the services performed by the Contractor and Contractor's employees or agents under this Agreement or the compensation paid to Contractor for services performed under this Agreement. Furthermore, Contractor shall maintain at the Contractor's expense all necessary insurance for its employees including but not limited to Worker's Compensation, Errors and Omissions, and liability insurance for each employee as required under

U.S. and Guam Law and the mandates of the underlying RFP to this Agreement. Contractor agrees to hold harmless and indemnify GDOE, its officers, directors, employees, agents, representatives, successors and assigns, for any and all claims, demands, costs, losses, fees, penalties, interest, or damages, including attorney's fees, which may be brought or asserted due to (i) any injury, death, or property damage arising from the negligence or other wrongful or tortuous acts of Contractor or Contractor's employees, officers, contractors, directors, agents, representatives, successors, or assigns, or (ii) Contractor's failure to comply with terms of this subparagraph B.

C. Wage and Benefits Compliance. Contractor warrants it shall comply with all applicable federal and local laws, rules, and regulations regarding the payment of minimum wages and benefits, in particular in accordance with the Wage Determination for Guam issued and promulgated by the U.S. Department of Labor and with Guam Public Law 26-111. Contractor assumes all liability for, and hereby indemnifies GDOE from, any violation of any applicable law, rule, or regulation relating to the payment of wages or benefits.

XXV. Disclosure. The Contractor hereby represents that it has disclosed to GDOE all matters regarding Contractor which if not disclosed to GDOE would materially affect GDOE's decision to enter into this Agreement with Contractor.

XXVI. Disposition of Property and Materials; Intellectual Property Rights.

A. All plans, outlines, briefs, memoranda, studies, reports, analyses and all other work product and materials incidental or otherwise ("Work Product") which are produced by reason of this Agreement shall be and remain the property of GDOE, regardless of whether Contractor is in possession of such Work Product, and may be used by GDOE without permission from Contractor and without any additional costs to GDOE. GDOE understands and acknowledges that Contractor, through its employees, has knowledge, experience and expertise in performing work and analysis of the type to be provided under this Agreement, which has been acquired over a substantial number of years prior to entering into this Agreement ("Contractor Background Intellectual Property"). Contractor shall retain all rights to such Contractor Background Intellectual Property. Nothing in this Agreement shall confer any right to GDOE to acquire by assignment or license, exclusive ownership or use of Contractor Background Intellectual Property.

B. All Work Products, including any and all intellectual property rights in said Work Product, arising out of the Agreement shall be the sole and exclusive property of GDOE. Contractor explicitly acknowledges that GDOE possesses exclusive rights to the Work Product arising out of this Agreement. Contractor shall not use or permit others to use in any way or form the Work Product without the express written consent of GDOE.

XXVII. Mandatory Representations by Contractor:

A. **Persons Convicted of Sex Offense.** Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 Guam

Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of Contractor while on government of Guam property, with the exception of public highways. If any employee of Contractor is providing services on government property and is convicted subsequent to an award of a contract, then Contractor warrants that it will notify GDOE of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services on government property. If Contractor is found to be in violation of any of the provisions of this paragraph, then GDOE will give notice to Contractor to take corrective action. Contractor shall take corrective action within twenty-four (24) hours of notice from GDOE, and Contractor shall notify GDOE when action has been taken. If Contractor fails to take corrective steps within twenty-four (24) hours of notice from GDOE, then GDOE in its sole discretion may temporarily suspend this agreement.

B. **Gratuities and Kickbacks.** Contractor warrants it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 §11107.

C. **Contingent Fees.** Contractor warrants it has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies.

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

XXVIII. Disputes.

a. In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any event the Contractor shall proceed diligently with the performance of the

contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

b. Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

XXIX. Attachments, Exhibits, Schedules, and Entire Agreement. This Agreement, including its Attachments, Exhibits and Schedules, constitutes the entire Agreement and supersedes all prior written or oral understandings. No Agreement, oral or written, expressed or implied, has been made by any party hereto, except as expressly provided herein. All prior Agreements and negotiations are superseded hereby. This Agreement and any duly executed amendments hereto constitute the entire Agreement between the Parties hereto.

XXX. Computation of Time. Whenever this Agreement provides for a time period of ten (10) days or less days, weekends and Government of Guam holidays are not included in the computation. When this Agreement provides for a time period of over ten (10) days, weekends and Government of Guam holidays are to be included in the computation.

XXXI. Partial Invalidity. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue to be in full force and effect.

XXXII. Amendments/Modifications. Any amendment or modification to this Agreement will be effective only if it is in writing and signed by both parties.


A. **Changes To Work.** Any modifications to the services or equipment to be delivered pursuant to this Agreement, and the compensation therefor, may be made by a written Change Order signed by an authorized representative of GDOE and Contractor. A Change Order may only be made on the conditions that the work to be performed by a Change Order is not inconsistent with the scope of work under this Agreement, and that where there is an increase in the costs for services, GDOE shall certify in writing that funds are available for the increased costs prior to such Change Order becoming effective.

B. **Extension of Time to Perform Services.** This Agreement may be modified to extend time for Contractor to perform services upon writing signed by GDOE and Contractor. A modification to extend time to perform services under this Agreement may only be made on the condition that such modification shall not increase the costs for services hereunder.

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19-0724 

Agreement Between GDOE and Taniguchi Ruth Makio Architects - GDOE RFP 006-2020

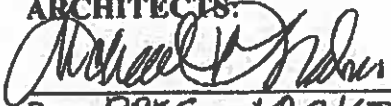
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year appearing below their respective signatures.

GUAM DEPARTMENT OF EDUCATION:


JON J.P. FERNANDEZ
Superintendent of Education

Date: SEP 11 2020

TANIGUCHI RUTH MAKIO
ARCHITECTS:


By: PRES. RUTH MAKIO
Its: PRESIDENT


Date: 9/10/2020

GUAM DEPARTMENT OF EDUCATION:


JAMES L.G. STAKE
Legal Counsel

Date: 09/10/20

CERTIFIED FUNDS AVAILABLE:


Digitally signed by: J. L. Stake
DN: CN = J. L. Stake, email = jstake@doe.net
G = AD O = GDOE OU = Certifying Officer
Date: 2020.09.10 18:01:54 +10'00'

CERTIFYING OFFICER
Department of Education

Date: 9/10/2020

Requisition No. 20200153
AMOUNT: \$5,695,636.20

REVIEWED BY:


CARMEN T. CHARFAUROS
Supply Management Administrator

Date: 9/10/2020

APPROVED AS TO FORM AND LEGALITY: APPROVED:


LEEVIN T. CAMACHO
Attorney General of Guam

Date: 9/28/20

19-0724 DOE


LOURDES LEON GUERRERO
Governor of Guam

Date: 9/30/2020

**AGREEMENT BETWEEN THE GUAM DEPARTMENT OF EDUCATION AND
TANIGUCHI RUTH MAKIO ARCHITECTS FOR SERVICES PURSUANT TO GDOE
RFP006-2020**

EXHIBIT 1

GDOE RFP 006-2020 and all Amendments

(Referenced on page 1 of 15)



ARCHITECTURAL AND ENGINEERING
SERVICES FOR THE NEW SIMON
SANCHEZ HIGH SCHOOL

Request for Proposal

No. 006-2020

Guam Department of Education
Supply Management Office
501 MARINER AVENUE, SUITE 116
BARRIGADA, GUAM 96913
T: +1 (671) 475-0438 / +1 (671) 300-1581
F: +1 (671) 472-5001
www.gdoe.net/procurement

CARMEN T. CHARFAUROS
Supply Management Administrator

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Section 1 - REQUEST FOR PROPOSAL (RFP) TIMELINE

1.1. REQUEST FOR PROPOSAL (RFP) TIMELINE

<u>DATE</u>	<u>ACTIVITY</u>	<u>TIME</u>
Friday, December 13, 2019	RFP Issuance	8:00 a.m. Chamorro Standard Time (ChST)
Wednesday, December 18, 2019	Pre-Proposal Conference and Site Visit	9:00 a.m. Chamorro Standard Time (ChST)
Thursday, December 26, 2019	Deadline for Submission of Written Questions	3:00 p.m. Chamorro Standard Time (ChST)
Friday, January 03, 2020	Deadline for GDOE Response to Written Questions	5:00 p.m. Chamorro Standard Time (ChST)
Monday, January 13, 2020	Deadline for Submission of Proposal	3:00 p.m. Chamorro Standard Time (ChST)

Request for Proposal (RFP) packages may be obtained at the GDOE's Office of Supply Management in Barrigada, Guam between 8:00 a.m. and 5:00 p.m. from Monday through Friday, excluding holidays. The RFP may also be downloaded at the GDOE's website at www.gdoe.net/procurement. Deadline for submission of all proposals is 3:00 p.m. Chamorro Standard Time (ChST), Monday, January 13, 2020. A non-refundable fee of \$10.00 (cash only) is required upon pick-up.

Section 2 - PROJECT DESCRIPTION

2.1. PROJECT TITLE

GDOE RFP 006-2020 ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW SIMON SANCHEZ HIGH SCHOOL

2.2. PURPOSE

The Guam Department of Education (GDOE/Owner) is soliciting proposals from qualified firms to provide Architectural and Engineering (A&E) Services and Owner Agent Engineer (OAE) Services to initiate the planning of the new Simon Sanchez High School as mandated by P.L. 34-101 and as reflected in 5GCA, CH 58D §58D105. The selected firm will perform as GDOE's A&E Design Representative, providing design and construction administration services and as GDOE's OAE for the administrative coordination of the predevelopment phases and plans of this project.

The new Simon Sanchez High School Facility shall be designed and constructed in two stages. Stage one shall consist of the design of the new school within the "unoccupied" area of the 113,688sm (28.09 Acre) Property (Lot 7022-2). Stage two shall consist of a demolition design of the existing campus (excluding the cafeteria) and a design of the new sports facility. The Firm shall develop design plans with construction sequences to ensure continuous undisturbed operation of the existing Simon Sanchez High School Facility during the entire project duration to include the timing and sequence for the demolition of the existing building and construction of the new sports facility. Construction cost of the new school facility will be discussed with the Most Qualified Offeror during the negotiations phase.

Term of Service will be based on the pre-development, design phase, construction, and the one-year construction warranty period not to exceed five years.

The Firm must possess a Certificate of Registration (COR) or Certificate of Authorization (COA) issued by the Guam Professional Engineers, Architects, and Land Surveyors (PEALS) Board in accordance with 22 GCA, CH 32. The Firm must maintain a local office inclusive of subs, must be properly insured and licensed to practice architecture and engineering in Guam and must maintain Professional Liability Insurance for the duration of the project.

A&E services shall be performed by an independent party on a standalone basis. A&E Services shall be independent from the Construction Management Services (CM) and shall not self-perform any services of the CM or be allowed to bid on any CM work. This includes the prohibition of any direct or indirect relationship with the Construction phase.

2.3. PROJECT DESCRIPTION

Prospective Offeror(s) must be fully aware of the services GDOE is seeking and must have the capabilities to execute the scope of service and the required deliverables stated herein. Section 2.3.2 to §2.3.2.4 identifies performance expectations for design deliverables at each phase of the design lifecycle. The design phase can be classified as (1) Conceptual Design (30 percent design completion); (2) Preliminary Schematic Design (60 percent completion); (3) Design Development (90% completion); (4) Final Design (100 percent completion). The following table identifies the sections and the corresponding percentages.

2.3.2.1 Research, Programing and Concept Design Phase -----	30%
2.3.2.2 Preliminary Schematic Design Phase -----	60%
2.3.2.3 Design Development Phase -----	90%
2.3.2.4 Final Construction Design, Construction Documentation, Permitting And Bidding Phase Preparation -----	100%

The Firm shall serve as the primary designer, the administrative consultant and the representative to the owner (GDOE) and shall implement and coordinate the planning, design and construction administration services for the new Simon Sanchez High School. Services shall also include coordination with educational staff and key stakeholders in the predevelopment preparation of the design, construction, project phase schedule, cost estimates, preliminary studies, schematic design documents, preliminary plans and outline specifications, completion of working drawings, detailed specifications, large scale and full size detail drawings and the drafting of construction bid proposal as well as other relevant proposals as directed by the owner.

The Firm will be tasked to provide architectural and engineering services, which include civil, structural, mechanical, electrical, plumbing, fire protection, physical and electronic security systems as well as other authorized specialty services as deemed appropriate throughout the contract term.

A complete certified survey property map that depicts written metes and bounds description, topography and a scaled property plot plan will be provided to the Firm.

Any person, corporation, partnership, or association providing services under the heading of 'Firm' shall be required to have the following services performed by engineers, architects duly registered in the Territory of Guam. Such services shall fall under the broad definition of engineering and architecture.

The Firm is anticipated to conduct the following (but not limited to) proposed services as required:

- Site investigations
- Environmental Review
- Geotechnical Service
- Off-Site Utilities considerations
- Site improvement assessments
- Preparation of construction drawings, specifications and cost estimates
- Facility assessment reports
- Contractor material submittal review and approval
- Construction as-built drawings preparation
- Development of Furniture, Fixtures & Equipment (FF&E) needs
- Development of Capital Maintenance Program (5GCA Ch.58D)

2.3.1. GENERAL REQUIREMENTS

At minimum, the Firm will be responsible for the following tasks (in no particular order):

- A. Meet and collaborate with the owner, and educational staff (key stakeholders) to review the goals and objectives of the project. This will involve engaging with GDOE Management, GDOE Simon Sanchez planning committee and Key Stakeholders in the prerequisites of designing the new campus.
- B. Work with key stakeholders to develop designs that meet the educational specifications and programmatic needs while fully complying with building codes and maximizing cost.
- C. Continual review of design documents and confirm conformance to the approved project budget.
- D. Perform 30%, 60%, 90% and 100% operability and maintainability reviews to assess whether the design meets GDOE's requirements. As needed, the review will include recommended steps for keeping current campus facility operational during construction.
- E. Engage GDOE and key stakeholders in the review process and keep them informed of critical milestone risks and potential risks to project objectives.
- F. Prepare and manage the FF&E process with GDOE and Stakeholders to include identification of FF&E items, specifications, and quantity. This includes the organization of Owner Furnished Contractor Installed (OFCI), Contractor Furnished Contractor Installed (CFCI) FF&Es.
- G. Organize regularly scheduled project team meetings with the Owner.
- H. Prepare multiple Conceptual Design options, including preliminary programming, floor plans, elevations, site plans, alternative materials, systems recommendations, including life-cycle maintenance and energy efficiency.
- I. Provide technical and constructability reviews of the design percentages at 30%, 60%, 90% and 100%.
- J. Prepare Schematic Designs in CAD format to define and address all requirements determined from the conceptual designs as required in order to communicate the scope and intent of the work and to estimate cost.
- K. Prepare Design Development plans and specifications to further define the details of the project as required and to update the estimated cost.
- L. Prepare Construction Documents including detailed plans, specifications and bidding documents that clearly define the character, quality and quantity of work to be constructed for all disciplines.
- M. Assist the Owner in Bid Package development for the finance and construction of the new Simon Sanchez High School to include specifications and scope of work/services development for financing and construction to include the analysis of submissions, conduction of pre-award conferences, and assist the negotiation committee as needed in the technical aspects of offers and other related activities as required by the owner.
- N. Prepare progress and photo reports, record keeping, and other reports requested by the Owner.
- O. Conduct site visits at intervals appropriate to the stage of construction.
- P. Attend and participate in all Guam Education Board (GEB), Legislative Work Sessions/Meetings/Oversight Hearings, and Key Stakeholder Committee Meetings pertaining to the development of the New Simon Sanchez High School. This includes preparation of all documentation, presentations, Design and Construction Status and other necessary information to provide general understanding to the target audience.

- Q. Include all requirements of other agencies as applicable (flood management, hazardous materials testing and remediation, etc.).
- R. Perform as Commissioning Agent during construction and close-out phases.
- S. Work with Construction Manager (CM) during design, construction and close-out phases.
- T. Prepare a Capital Maintenance Program (5GCA, CH 58D, 58D106 (c)).
- U. Perform all other related work as required by the Owner.

2.3.2. DETAILED SCOPE OF SERVICES

2.3.2.1. RESEARCH, PROGRAMMING AND CONCEPT DESIGN PHASE

This establishes overall direction for the Project, identifies participants and their defined roles and responsibilities, defines communication protocol and decision-making procedures, and establishes budget and schedule guidelines.

A. Research

1. Identify high level vision, goals, and objectives for the Project by conducting visioning/programming workshop(s) and interviews with the owner and key stakeholders.
2. Identify and document space and program needs to support efficient operations.
3. Identify energy efficient methods to support efficient operations.
4. Define strategies and available/required research to support these requirements.
5. Coordinate and attend site visits with key members of your design team to tour comparable existing facilities if the Owner elects to do so during this phase. Facilities will be collaboratively selected together with Owner's team.

B. Programming and Conceptual Design

1. The Firm shall review and utilize any relevant existing information available in all work performed, except that, the Firm shall be responsible for verifying any information prior to utilization. The Firm shall prepare and present conceptual design to demonstrate understanding of the conceptual program and propose ideas and options about appropriate design solutions.
2. The Firm shall coordinate and document square footage requirements of the spaces for the functions and program elements. At the conclusion of this phase, the Firm shall submit several conceptual plans and architectural program to the Owner for review, selection, and approval as the base for moving forward into Schematic Design. The Firm shall also submit a letter of concurrence and/or acceptance of the current and/or revised program.
3. The Firm shall develop and utilize space adjacency diagrams to demonstrate the relationship between spaces. The Firm shall develop and review the program thoroughly and recommend appropriate adjustments. Updates to the program shall be clearly documented tracking where changes are made and submitted to the Owner for final approval.
4. The Firm shall compile a preliminary list of specialized equipment and FF&E's. The list shall delineate the needs and objectives.
5. The Firm shall furnish all program verification information and preliminary list of specialized equipment, FF&E's and a detailed Project budget to the Owner.
6. The new Simon Sanchez High School is anticipated to accommodate a student capacity of up to 2,300 students and may contain up to 122 classrooms. The Firm shall compile all relevant information gathered from research and collaborations with the owner and key stakeholder to determine the concept design. The information gathered may result in student capacity and classroom quantity reduction. The new school facility may consist of but is not limited to the following:
 - a. 122 Classrooms
 - b. Administrative and Student Support Offices
 - c. Cafeteria
 - d. Gymnasium
 - e. Library
 - f. Fine Arts Auditorium
 - g. Multi-purpose Room
 - h. Courtyard/Rotunda
 - i. Staff and Student Parking
 - j. Outdoor Sports Facilities
 - Track and Field
 - Multi-Sport Football/Soccer Field
 - 8 Lane Running Track
 - Baseball and Softball Fields

C. Phasing, Demolition and Grading Plans

The Phasing, Demolition, and Grading Plans will include:

1. Site Plan clearly delineating the area of work, phasing strategy and demolition extent of Stage One and Stage Two of the New School Facility.
2. Demolition and Grading plans with a statement of work clearly specifying the scope of Work included ensuring continuous undisturbed operation of the existing School Facility during the entire project duration, and the timing and sequence for the demolition of the existing campus buildings.
3. Integration of site remediation plans and specifications prepared with environmental consultant.

In addition, the Firm will be responsible to coordinate and submit all required documents for the initial grading permit to Authorities Having Jurisdiction (AHJ) as well as the following:

1. Completion of the permit application form and obtaining permit approval with the Guam Department of Public Works Building Permit Section and any other applicable AHJ's as required.
2. Coordination of the remediation, demolition and grading plans with the structural plans/details and Geotechnical report recommendations.

2.3.2.2. PRELIMINARY SCHEMATIC DESIGN PHASE

This phase will define the overall design for the Project, provide a baseline through Design Development, and serve as a beginning template for the final Construction Documentation. The Firm will work with the Owner to develop schematic plans and 3D drawings to visualize the design. Initial plans and 3D design will address such issues as orientation, interior program needs, sightlines, building access, circulation, and code/regulatory requirements, etc.

The Construction Management (CM) will be selected during early design stages. Upon selection of the CM the Firm shall organize in collaboration with the Owner and CM a partnering workshop for all relevant stakeholders to establish the collaboration process and project communication protocol to facilitate successful delivery of the Project.

This phase is expected to end with a clear design direction that includes a design presented in 3D model showing the building shells and associated functional components to enable use and coordination by the CM. Mechanical, Electrical and Plumbing (MEP) design shall also be incorporated to indicate how the building systems integrate with the architectural design. The deliverables shall include finalized floor plans with all program spaces defined and appropriately sized and located. Detailed circulation plans for students, patrons, staff, security, and emergency vehicles shall be defined during this phase. Finishes and general furnishings shall also be defined for further refinement in the design development phase. The Firm shall coordinate with the CM to develop a preliminary cost model based on the schematic design for pre-construction reviews.

A. Mechanical Electrical Plumbing (MEP) Engineering Design

The MEP engineers on the team shall develop a complete integral design to achieve energy and cooling efficiency as required on the Project, including but not limited to the HVAC, electrical, domestic plumbing, sanitary sewer, roof drainage, and fire protection systems. The MEP engineers will coordinate heating, cooling and lighting loads incorporating high efficiency energy measures and taking into consideration the exterior skin design and orientation during the design. The MEP engineers shall where possible design for automated controls to minimize the amount of energy required to cool and light up the building, and investigate into the potential of taking advantage of natural ventilation and automatic dimming of electric lighting based on the amount of available daylight. The MEP engineers shall also be responsible for coordinating with the subcontractors for utility service connections for new site and building services.

B. Analysis of Structural Systems

Develop an analysis of structural system options for the Project, considering availability of materials, lead times, cost, and schedule. This task includes a deliverable in the form of a description of alternatives, and a cost analysis of various structural systems.

C. Acoustics

Develop acoustical requirements in conformance with Local and Federal and other applicable regulations for all spaces within the Project. Provide recommendations on criteria to the Owner and strategies for ensuring that criteria have been achieved. Provide plan for integrating acoustical requirements into the final bid documents and for overall quality control plan to ensure that acoustical criteria are achieved.

D. Security

Develop security concepts for both physical and electronic systems, and review with the Owner and relevant stakeholders. Establish a quality control plan to ensure that the security requirements are achieved, and that the Owner and relevant stakeholders have an active role in reviewing the security design from concept through construction, commissioning, and transition.

E. Other Schematic Design Tasks

1. Organize in collaboration with the Owner and CM a partnering workshop for all relevant stakeholders to establish the collaboration process and project communication protocol to facilitate successful delivery of the Project.
2. Coordinate/lead design presentations to Guam Education Board (GEB), Legislative Work Sessions/Meetings/Oversite Hearings, and Key Stakeholder Committee Meetings and the public as required.
3. Gather, coordinate site information needed to support the design e.g. soil condition, topography, flood plains, utilities, etc. Resolve site issues.
4. Identify applicable codes and Authorities Having Jurisdiction for approvals on the Project to include coordination of preliminary reviews. Assist in obtaining necessary approvals from these agencies to include the application of 1GCA Chapter 8, Article 2 Arts in Public Buildings and Facilities.
5. Coordinate work of all other specialists either as sub-consultants or consultants as required to successfully complete the Project.
6. Research and develop strategy for applicable energy-saving programs (e.g. Savings by Design, photovoltaic rebate, etc.) Assist the Owner to register the Project for applicable programs.
7. Obtain written approval from the Owner on the final Schematic Design package before proceeding to Design Development Phase.

2.3.2.3. DESIGN DEVELOPMENT PHASE

The Firm shall work closely with the Architectural, Structural, Civil and MEP engineers to provide detailed Design Development documents as required to fix and describe the size and character of the entire Project as to civil, landscape, architectural, structural, mechanical, plumbing, electrical, fire sprinkler, fire alarm and other applicable building systems, materials, and other such elements as may be appropriate to establish the exact character for the final design. At the end of this phase, at a minimum the following should be finalized and defined:

- A. A fully coordinate design with all disciplines (Structural, MEP, Fire Sprinkler, Landscape) and including space for building services such as fire alarm, IT, AV, Security all modeled and coordinated with architectural spaces and the reflected ceiling plans. Clash detection should be regularly performed and resolved for multi-disciplinary coordination.
- B. Final floor plans indicating wall types (to establish materials, fire rating, full/ceiling heights and acoustical rating, etc.), exterior and interior elevations (to show openings, doors and glazing systems, etc.), wall and building sections, and construction details.
- C. Interior Space/Furniture Plan, including Fixed and Loose Furniture systems design and specifications.
- D. Building sections and exterior wall sections developed indicating exterior materials and glazing systems.
- E. Roof plan indicating any space for rooftop equipment, and pads.
- F. Schedule of doors, frames, windows and hardware developed and clearly indicated on plans.
- G. Detail sketches for the design of custom features and schedule of finishes for all spaces throughout.
- H. Reflected ceiling plans (RCP) with ceiling materials defined and lighting design complete.
- I. Integration of and with HVAC, Mechanical, Plumbing, Electrical, Fire Protection, AV/Phone and Security Systems.
- J. Structural drawings illustrating the general structural design of the structure including structural framing, foundation, lateral support concept and special area treatments and feature designs.
- K. Site and civil plans indicating grading/drainage, site utilities, hardscape, landscape and landscape furniture coordinated with the building, parking and access requirements.
- L. Landscape and irrigation plans coordinated with civil finish grades and drainage, planting and ground cover coordinated with building and site furnishings.
- M. Landscape paving and layout plans.
- N. All equipment (and FF&E) plans.
- O. Lighting photometric.
- P. An outline specification including information from all the sub-consultants.
- Q. Develop security concept package with cut sheets to include doors, locks, windows, glazing, cameras, lights, public address, bell system, alarms, communications, monitoring, and equipment.
- R. Assist in selection of materials appropriate for the functions of the spaces.

Coordinate the design documentation including the following:

- A. Mechanical zoning plan and volumes.
- B. Mechanical equipment schedules and system diagrams.
- C. Mechanical plan including equipment, duct and wet piping distribution.
- D. Detailed mechanical plans for IDF/MDF rooms and other MEP spaces.
- E. Electrical single line diagram.
- F. Electrical lighting plans and schedule and coordinated with architectural RCP.
- G. Electrical floor and roof plan with data outlets coordinated with all planned equipment. To include but not limited to; equipment location, electrical service, AV equipment and electrical connections, IDF/MDF services. All shall be coordinated with the Owners internal user groups. This should also coordinate with mechanical and plumbing systems equipment and with points of connection and power requirements.
- H. Electrical enlarged plans for electrical rooms, IDF/MDF room.
- I. Electrical site plan showing locations of Electrical transformers, site lighting, and connections.
- J. Plumbing equipment schedule and system diagrams.
- K. Plumbing plans coordinated with architectural floor plans, civil plans and any other requirements.
- L. Fire sprinkler plans coordinated with architectural floor plans, civil plans and any other requirements. Equipment schedules and system diagrams shall also be provided.
- M. Multi-disciplinary implementation strategy for energy-saving programs (e.g. Savings by Design, photovoltaic rebate, etc.) based on findings from Schematic Design. In addition to regular project coordination meetings, include also meetings to review finishes and custom features.

In addition to regular project coordination meetings, include also meetings to review finishes and custom features.

One presentation will be required at the end of this process so the Owner can review and approve the ultimate and final design in one complete package.

Throughout the design process the Firm shall work closely with the CM and Owner to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed.

2.3.2.4. FINAL CONSTRUCTION DESIGN, CONSTRUCTION DOCUMENTATION, PERMITTING AND BIDDING PHASE PREPARATION

The complete design and construction documents for bidding shall be appropriately produced in coordination with the bidding schedule (to be determined). The Firm will make effort to ensure that design milestones and other deliverables are achieved as scheduled and without delay.

A. Construction Documentation Package (Deliverables)

The Firm shall prepare Construction Documents as required to obtain required permit for construction and to allow the Government to obtain bids based on the established bidding schedule for the construction of the Project. These documents will require a high degree of coordination with all consulting engineers and other associated vendors. The design should be completely coordinated to support shop fabrication of all relevant components for the building to maximize the efficiency of the construction process and to save both time and money while maintaining the highest quality.

Construction Documentation will include at least:

1. Fully coordinated, dimensioned and detailed construction floor plans, reflected ceiling plans, roof plans, sections, exterior and interior elevations showing locations and types of materials, doors, windows, partitions, etc. with all associated schedules and complete specifications for all relevant scope.
2. Enlarged plans, sections and details for specialized areas such as science classrooms, library, cafeteria, Nurse station/patient area, restrooms/locker/shower rooms, gymnasium, maintenance/storage rooms, IDF/MDF rooms, etc.
3. Interior elevations as required to describe the design of specific design features and highly coordinated areas.
4. Exterior wall and building sections including intersection details.
5. Detailed design drawings to be used as reference in the fabrication and/or installation of interior finish or equipment.
6. Fully coordinated schedules for finishes, doors, hardware and windows.

7. Fully coordinated and detailed furniture and equipment plans and schedules. Coordinate and advise on lead times as required to meet the Project schedule.
8. Finish plans with symbols and legends and schedule of finishes showing locations of color and materials
9. Fully coordinated and detailed structural drawings and calculations.
10. Fully coordinated Mechanical, Electrical and Plumbing Drawing and calculations.
11. Fully coordinated and detailed Civil drawings clearly indicating the phasing of construction and demolition.
12. Fully coordinated and detailed landscape/hardscape and parking plans.
13. Specifications manuals for the above, including installation, performance and warranty requirements.
14. Other details and specifications as required.
15. Power and communication plans showing the types and locations of electrical, data, telecommunications outlets and AV equipment. This should be coordinated with the services engineers who will provide the specifications of each piece of equipment.
16. Coordination of IT, AV, Security, and Furniture requirements.
17. Coordination with all Design Documents including assembling sets for printing.

The Firm and their sub-consultants will prepare, for submission to the Owner for design review and sign-off at the required stages of the design. Full complement of documentation will also be provided for development applications for plan check by Guam Department of Public Works and appropriate governmental agencies/planning advisor etc. The Firm will respond to inquiries from governmental agencies during the permit process if required, and incorporate all applicable comments into their design.

Throughout the design process the Firm shall work closely with the Owner to evaluate budget, quality, potential schedule impacts as any other schedule recovery efforts are needed. In case the cost estimate exceeds the budget, the Firm shall work diligently with the CM to update the design to meet the established budget.

Acceptance and approval of the Construction Documents by the Owner shall not constitute nor be deemed a release of the responsibilities and liability of the Firm and sub-consultants for the accuracy and competency of its Designs, Drawings, Specifications or other documents and services performed. No approvals or acceptance by or on behalf of the Owner shall be deemed to be an assumption of such responsibility by the Owner for any defect, error or omission in said Designs, Drawings, Specifications or other documents prepared by the Firm. The Firm agrees at its own expense to rework documents as necessary to correct its Designs, Drawings, Specifications or documents found to be in error.

B. Permitting and Bidding

The Firm will manage and coordinate the collection and distribution of all Contract Documents including Engineering Documents to the Guam Department of Public Works (DPW) Permitting Authority for building permit application and plan reviews. Permit applications will be submitted in two phases to ensure immediate occupancy of the new school facility and is not dependent on the completion of Stage Two (reference Section 2.2). Building Permit Phase 1 is the construction of the new school facility. Building Permit Phase 2 is the demolition of the existing facility and the construction of the new sports facility.

The Firm will work closely with the Owner to ensure an agreed bidding support process to maintain the ability to achieve all milestones timely without delay.

C. Other Tasks During This Phase:

1. Develop signage program and bidding documents.
2. Development interior/exterior color palette.
3. Provide final recommendations from acoustical consultant.
4. Develop a cost estimate of the design.
5. Review bids. Make recommendations to the Owner in writing for each bid.
6. Note: all corrections and revisions to drawings as a result of plan check reviews must be addressed with the Owner prior to the Owner signing the applicable construction documents.
7. Support the establishment of the Building Information Modeling (BIM) with the selected Construction Management Firm (CM).

2.3.2.5. CONSTRUCTION ADMINISTRATIVE SERVICES

During construction, the Firm will provide the following services and will actively participate in the field for:

- The Firm shall designate at least one representative available as needed during the construction phase to verify the construction's general conformance with the design intent of the Construction Documents and to address field coordination issues as they come up. The Firm's representative must be authorized to make design decisions.
- Review of submittals and shop drawings to verify conformance with design intent, finish specifications, and all manufacturers' details.
- Responses to the Bidders/Developer/Contractors/ Requests for Information (RFIs) and preparation of documentation for changes, clarifications, and interpretations to the Construction Documents as required.
- Review of applications for payment.
- Coordination required for the collection of design changes and as-built conditions for incorporation into the final record documents, inclusive of building signage. Record documentation must be provided to the Owner in the following formats:
 - AutoCAD
 - PDF
 - Original source files in other native electronic formats (e.g. Excel, Word, PowerPoint, etc.)
 - Hardcopies – Three (3) sets of full-size paper drawings (24"x36" or 30"x42")

A. Meeting Attendance

The following are the types of meetings expected to be attended by the Firm throughout the Project's construction duration:

1. Weekly Design Coordination Meeting between other members of the design team.
2. Weekly Owner/Contractor/Firm Meeting during each phase of the Project.
3. Any special coordination or change order meetings to resolve project challenges.

B. Document Distribution

The Firm shall be responsible for the printing and distribution of all copies of drawings and documentation required by Owner. Provide a budget allowance for reproduction with your fee proposal, assuming 10 copies for each major submission.

C. Transition Phase

1. During the Transition Phase, the Firm will need to be available in person or via telephone to answer questions by the Transition Team related to drawings and other documents.
2. Firm is required to coordinate training on equipment and systems to the Transition Team and selected staff, and all training shall be videotaped.
3. Firm shall coordinate with the County on the expected response times during the warranty period. No proprietary software can be used for deliverable.

2.4. PERSON'S RESPONSIBLE FOR DRAFTING SPECIFICATIONS

Randy P. Romero, Program Coordinator IV, Capital Improvement Projects, GDOE

Section 3 - GENERAL INSTRUCTIONS AND GENERAL INFORMATION

3.1. GENERAL INSTRUCTIONS

Proposal submissions that do not comply with the instructions contained in this section and throughout this RFP may, at the discretion of GDOE, be deemed nonresponsive and disqualified from consideration for award.

3.1.1. COMMUNICATION REGARDING THE RFP

ANY CORRESPONDENCE OR COMMUNICATION BY A POTENTIAL OFFEROR WITH GDOE MUST BE MADE IN WRITING VIA EMAIL ADDRESSED TO KATHRINA O. BAYSON, BUYER SUPERVISOR II AT kobayson@gdoe.net or BY FACSIMILE AT 671-472-5001 OR BY HAND DELIVERY AT THE GDOE SUPPLY MANAGEMENT OFFICE. ALL WRITTEN COMMUNICATIONS MUST REFERENCE RFP 006-2020 IN THE SUBJECT OR REFERENCE LINE.

3.1.2. ACCEPTABLE FORMAT OF PROPOSALS

It is GDOE's intention to select an Offeror who is best qualified to provide the services being procured through this solicitation. *Offerors submitting proposals in response to this RFP must do so in writing.*

Each Proposal Package will consist of the Offeror's sealed Technical Proposal as described in Section 3.1.3 – PROPOSAL PACKAGE REQUIREMENTS.

The Proposal Package should be submitted in clearly marked and sealed envelopes or boxes and delivered to the address listed in Section 3.1.4 – TIME AND DATE FOR RECEIPT OF PROPOSALS.

The Proposal Package should be plainly marked as follows:

<p>The Guam Department of Education Request for Proposal No. 006-2020</p> <p>Offeror's Name: _____</p> <p>Offeror's Address: _____</p> <p>Submittal Date: ____ / ____ / ____</p> <p>Submittal Time: ____:____ a.m./p.m.</p> <p>Attention: KATHRINA O. BAYSON BUYER SUPERVISOR II</p>
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3.1.3. PROPOSAL PACKAGE REQUIREMENTS

Each Proposal Package will consist of the Offeror's **Technical Proposal Submittal** with all required forms, complete with original signatures and notarizations where necessary. The Offeror's **Cost Proposal Submittal** will be requested from the Best Qualified Offeror prior to Negotiations.

3.1.3.1. TECHNICAL PROPOSAL SUBMITTAL

The Technical Proposal should be submitted in a sealed envelope or box that is clearly marked "Technical Proposal" and must include **one (1) original** with all the required forms listed on **Section 5 - FORMS REQUIRED IN RESPONSE TO RFP** complete with original signatures and notarizations where necessary, **five (5) copies**, and **two (2) electronic copies** (CD or USB flash drive) containing the complete technical submittal.

The Technical Proposal should contain a thorough description of the Offeror's business and relevant activities and salient descriptions of the products and services being offered in response to this RFP. At a minimum, the Technical Proposal should demonstrate that the services meet the specifications contained in the following areas:

a. Cover Letter that includes:

- The name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
- The age of the offeror's business and average number of employees over a previous period of time, as specified in the Request for Proposals;

- The primary point of contact for the contract.
 - Statement on whether the firm is operating as an individual proprietorship, partnership, corporation, or a joint venture and identification of any and all sub consultants.
 - The state of incorporation of the firm and list and provide copies of all licenses obtained by the firm enabling it to operate.
- b. **Copies of the offeror's current Certificate of Registration or Certificate of Authorization issued by the Guam Professional Engineers, Architects, and Land Surveyors (PEALS) Board in accordance with 22 GCA, CH 32 and to be in compliance with P.L. 33-28 and the PEALS Board Rules and Regulations;**
- c. **The abilities, qualifications, experience and the role of all key person(s) that would be assigned to perform the services contained in this RFP. At minimum, the following information shall be included:**
- **Organizational Chart:** The organizational chart must include all Key Team Members and identify the relationships and duties of both the corporate staff and all proposed management and staff assigned to assist with the services under this RFP. The organizational chart must also include the labor category, and titles of all Key Team Members for this engagement and the firm they represent. In the event the Offeror's firm is a "joint venture/sub-consultant," the Offeror must indicate from which participating firm each Key Team Member originates. Present an organizational chart

For the purposes of this engagement, a "Key Team Member" is a principal, partner or officer of the firm, or a project executive, project manager, senior principal identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement. Describe the proposed organizational and reporting structure of your team for this Project. If the Offeror is a "joint venture/sub-consultant", they must be included in a clear statement of responsibility associated with each member and/or entity.

- **Primary point of contact:** Identify the overall project coordinator or manager who will serve as the single point of contact and liaison between the GDOE and the offeror for all work under the contract. The manager candidate may be subject to the approval of GDOE:
 - Provide his/her resume and describe his/her qualifications
 - Explain why this person has been selected as the overall project coordinator/manager;
 - **Key personnel:** Provide the name(s), education, qualifications, experience, Certificate of Authorization, Certificate of Registration and the role of each key personnel assigned to perform the services under this RFP. At a minimum, if the offeror is an individual, the proposal should include a complete resume of the individual. If the offeror is a firm, the proposal should include a resume of all the individuals who will be working on any aspect of the project;
 - Firm's experience and techniques used to control costs and schedules;
 - Describe the current and forecasted workload of the personnel included in your proposal for this Project;
 - Role and time commitment (% availability) of each team member, based on a forty (40) hour work week;
- d. **A list of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past ten (10) years, which include each project's scope and location. Please provide a description of the experiences related to:**
- A&E Design Services provided.
 - A&E Design Services performed under contract with the Government of Guam.
 - A&E Design Services of large design projects equivalent to the services identified in this RFP.
 - Consulting Services Provided.
- e. **A detailed plan for performance of the services required by this RFP. The following information shall be included:**
- **Management Overview and Approach:**
The responding firm shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince GDOE that the firm understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully

complete the engagement. This narrative should convince GDOE that the firm's general approach and plans to undertake and complete the engagement are appropriate to the tasks involved.

The responding firm shall also set forth a detailed work plan indicating how each task in the Scope of Services will be accomplished. The responding firm shall also include a schedule which graphically depicts the milestone and benchmark dates for performing each task, for providing reports and presentations and the final recommendations.

Mere reiterations of the tasks and subtasks set forth in the Scope of Services are discouraged, as they do not provide insight into the firm's ability to complete the engagement. The firm's response to this section should be designed to convince GDOE that the firm's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable, and appropriate and that the firm's proposal will lead to successful completion of the engagement to provide the services requested pursuant to this RFP.

- **Project Approach**

- Describe your Firm's design philosophy and how it relates to this Project.
- Describe your Firm's methodology for completing this Project including coordination with stakeholders and the selected CM/GC. Indicate the number of meetings with the Owner and other consultants for each phase of the Project and the tasks/goals to be accomplished at each meeting. Specifically state who from your firm will attend each meeting and what their roles are.
- If sub-consultants will be utilized, explain your contractual relationship and each firm's specific responsibilities during each phase of the Project and clearly state the responsibilities of each individual proposed for each phase of the Project.
- Propose an overall Project schedule including each phase and proposed review time.
- Describe your proposed strategy for the phasing of this Project including measures to ensure continuous undisturbed operation of the existing Simon Sanchez High School during the entire project duration, and the timing and sequence for the demolition of the existing building and the construction of the new Sports Facility.
- Describe your firm's approach to determining the most efficient and cost effective structural and MEP systems for the Project. Identify your experience with various types of structural and MEP systems. Identify any unique opportunities for this Project related to these systems.
- Explain how you will coordinate with relevant and local agencies during the design and construction phase to ensure timely approvals.
- Present written assurances that if awarded the Project, the proposed team will be assigned for the entire duration of the Project. The Firm's team and associated sub-consultants to be employed in the performance of the Project shall not be changed except with the Owner's prior written acknowledgment and concurrence, which shall not be unreasonably withheld.

- f. **At least three (3) client references applicable to the scope of services, which include reference letters, contact names, telephone numbers and email addresses.**

All of the above requirements shall be clearly titled and placed in the same order above in the Offeror's proposal. Each proposal will be evaluated based on the Evaluation Criteria specified in Section 3.2.1. Proposals shall be submitted on 8 ½ by 11 inch pages.

3.1.3.2. COST PROPOSAL SUBMITTAL

The Cost Proposal in the form of a Fee Proposal will be requested from the Best Qualified Offeror(s) prior to Negotiations.

3.1.4. TIME AND DATE FOR RECEIPT OF PROPOSALS

Proposals must be received by GDOE no later than:

TIME: 3:00 p.m. Chamorro Standard Time (ChST)

DATE: Monday, January 13, 2020

The GDOE Supply Management Office maintains the OFFICIAL TIME in this regard. Proposals may be submitted any time before the deadline for receipt of proposals.

Proposals received past the time indicated above, AS IT IS INDICATED IN THE SUPPLY MANAGEMENT OFFICE, will not be considered for award.

If delivered via hand delivery, United States Postal Service, Federal Express, DHL, or other courier service, proposals must be delivered to the following mailing/physical address:

MAILING/PHYSICAL ADDRESS: Guam Department of Education, Supply Management Office
Re: RFP No. 006-2020
501 MARINER AVENUE, SUITE 116
BARRIGADA, GUAM 96913-1608

3.1.5. RECEIPT AND OPENING OF PROPOSALS

Proposals sent via fax or email will not be considered. Proposals shall be hand delivered or mailed at the address specified on **Section 3.1.4 – TIME AND DATE FOR RECEIPT OF PROPOSALS**. Proposals delivered through mail and received after the submission date and time will not be considered for award. **Proposals will not be opened publicly.**

3.1.6. PROPOSAL VALIDITY

Submitted proposals must remain valid for at least ninety (90) days after the deadline for submission. Once awarded, prices shall remain firm throughout the term of this contract.

3.1.7. ALTERNATE OR MULTIPLE PROPOSALS NOT ACCEPTED

Alternate or multiple proposals will not be accepted. Any Offeror submitting alternate, multiple, or otherwise altered proposals will be deemed nonresponsive and disqualified from this solicitation.

3.1.8. LATE PROPOSALS NOT ACCEPTED

Proposals received after the time and date specified in **Section 3.1.4 – TIME AND DATE FOR RECEIPT OF PROPOSALS** will be considered nonresponsive and disqualified from consideration for award.

3.1.9. TRADE SECRETS AND OTHER PROPRIETARY DATA

Offeror must complete and submit **GDOE Procurement Form 004** with the proposal, whether or not the Offeror wishes to designate information within the proposal as a Trade Secret or other Proprietary Information.

Blanket designations of confidentiality placed on the front cover of a proposal will not be accepted as a valid designation of proprietary information. Every item, page, section or subsection that the Offeror wishes to designate as a trade secret or proprietary data should be listed on GDOE Procurement Form 004 and also **clearly marked and separable** from the remainder of the proposal.

3.1.10. ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

This RFP may not be modified unless done by an Amendment made in writing by the GDOE Supply Management Administrator. Offerors must acknowledge in writing the receipt of any amendments to this RFP. Each amendment will contain an Amendment Acknowledgement Form. For each amendment, offerors must sign the Acknowledgment Form and return the signed copy via email or fax to GDOE. Signed Acknowledgment Forms for every amendment must also be included with the technical proposal. **Offerors who fail to properly submit Amendment Acknowledgment Forms may be deemed nonresponsive and disqualified from participating in this solicitation.** Other than fax and email, Amendments and Clarifications may be downloaded or accessed through the GDOE website at <https://www.gdoe.net/procurement>. Prospective Offerors are solely responsible for checking the website on a daily basis.

3.1.11. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference and Site Visit will be conducted in accordance with 2 GAR Div 4 §3109(g)(4), which will be held on:

TIME: 9:00 a.m. Chamorro Standard Time (ChST)
DATE: Wednesday, December 18, 2019
PLACE: Simon Sanchez High School, Main Office

At any pre-proposal conference or site visit, GDOE may provide verbal answers to verbal questions from potential Offerors. **AT NO TIME SHALL A VERBAL ANSWER BE CONSIDERED AN OFFICIAL GDOE RESPONSE.** All questions must be submitted in accordance with **Section 3.1.12 – PRE-PROPOSAL WRITTEN QUESTIONS**. Only written answers may be relied upon.

3.1.12. PRE-PROPOSAL WRITTEN QUESTIONS

Potential Offerors may submit written questions concerning this RFP before the time and date listed below. Questions must be submitted in writing according to the instructions contained in **Section 3.1.1 – COMMUNICATION REGARDING THE RFP**. All questions and responses will be made available in writing to every potential Offeror. Questions submitted after the time and date below will not be considered or answered.

Questions regarding this RFP must be received in writing by GDOE no later than:

TIME: **3:00 p.m. Chamorro Standard Time (ChST)**

DATE: **Thursday, December 26, 2019**

3.1.13. EXPLANATION TO OFFERORS

No oral explanation in regards to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specifications should be communicated in writing to the named contact individual of GDOE for interpretation before the deadline for written questions specified in **Section 3.1.12 – PRE-PROPOSAL WRITTEN QUESTIONS**. Offerors should act promptly and allow sufficient time for a reply to reach them before submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the RFP, which will be forwarded to all prospective Offerors.

3.2. GENERAL INFORMATION

3.2.1. AUTHORITY TO ISSUE THIS RFP

This solicitation is issued subject to the Guam Procurement Act (5GCA Chapter 5) and applicable Guam Procurement Regulations and 5GCA, CH 58D §58D105.

3.2.2. EVALUATION FACTORS

The following factors and their relative importance will be used in evaluating the Proposals:

10 Points Maximum

- a. **Detailed Plan.** A plan giving as much detail as is practical on how the services will be performed.

20 Points Maximum

- b. **Capacity of Offeror.** The offeror's ability to perform the required services with its resources and current workload.

30 Points Maximum

- c. **Personnel Experience and Qualifications.** Specialized experience and qualifications of personnel to perform the required services.

30 Points Maximum

- d. **Offeror's Experience on Similar Projects.** The offeror's specialized and extensive experience on projects similar in scope and nature.

10 Points Maximum

- e. **Performance Record.** Successful performance on projects that are similar in nature and scope.

100 points (Total Maximum)

3.2.3. DISCUSSIONS

The evaluation committee may conduct discussions with any Offeror to: (1) determine in greater detail such Offeror's qualifications and (2) explore with the Offeror the scope and nature of the required services, its proposed method of performance, and the relative utility of alternative methods of approach. Discussions shall not disclose any information derived from proposals submitted by other Offerors, and the Guam Department of Education shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the Offeror awarded the contract shall be open for public inspection except as otherwise provided in the contract.

3.2.4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the conclusion of discussions for this RFP, proposals may be modified or withdrawn.

3.2.5. SELECTION OF BEST QUALIFIED OFFEROR AND PROPOSAL

Pursuant to 5GCA, Div. 5, §58D105, the Evaluation Committee shall consist of:

- Superintendent of the Department of Education;
- Director or Deputy Director of Department of Public Works;
- Director or Deputy Director of Land Management; and
- Administrator or Deputy Administrator of the Guam Economic Development Authority.

After receipt of all proposals, the established Evaluation Committee will conduct an independent evaluation of all proposals received under this solicitation. Each proposal shall be evaluated according to the criteria stipulated in **Section 3.2.1 – EVALUATION FACTORS** and shall be ranked accordingly. The Ranking of the proposals will be based on the average of the rankings awarded to the proposals by each evaluation committee member. Offerors may be interviewed by the Evaluation Committee to clarify certain items from the submitted proposal.

The best qualified Offeror will be asked to participate in negotiations to discuss technical and price factors to ensure a mutual understanding of both GDOE's requirements and the Offerors' proposals, unless GDOE determines that there is no need to hold negotiations and the award is made based on the initial proposal received.

GDOE reserves the right to waive any minor informality or irregularity in proposals received.

3.2.6. FAILURE TO NEGOTIATE CONTRACT WITH OFFEROR INITIALLY SELECTED AS BEST QUALIFIED

In the event that GDOE is unable to negotiate a contract with the best qualified Offeror, negotiations may be continued with the next qualified Offeror in accordance with 2 GAR Div. 4 §3114(l).

3.2.7. DETERMINATION OF RESPONSIBILITY

Responsibility of an Offeror will be determined in accordance with 2 GAR Div. 4 §3116. Offerors should be prepared to promptly provide to GDOE information relating to the Offeror's responsibility. Such information may include but is not limited to documentation of financial, personnel, and other resources; expertise; or records of performance. Failure of an Offeror to comply with a request by GDOE for information relating to responsibility may result in a determination that an Offeror is not responsible and therefore disqualified from an award.

Pursuant to 5 GCA §5201(g), responsiveness of an Offeror will be determined by compliance with the requirements of this RFP.

3.2.8. NOTICE AND EXECUTION OF AWARD

Any award pursuant to this RFP will not be complete until an agreement for the scope of work and the project is fully executed by the selected Offeror, GDOE, and other required parties. A sample agreement is included in this RFP as **ATTACHMENT A**. GDOE reserves the right to alter the sample agreement as allowed by applicable law or regulation.

3.2.9. CONTRACT PROVISIONS

GDOE reserves the right to include any part or parts of the Offeror's proposal in the final contract with the Offeror. Offeror will be subject to conditions and terms imposed by GDOE.

By submitting a proposal, the Offeror specifically understands and agrees that it has a duty to explain and clarify any and all conditions imposed on or included in its responses and questions in this RFP. The Offeror further understands that it has an affirmative duty to inquire about and clarify any section of the RFP that the Offeror does not understand or that the Offeror believes may be susceptible to more than one interpretation.

3.2.10. CONTRACT TERM

The Contract resulting from this RFP shall be for five (5) years, subject to the availability of funds and subject to the terms of this RFP and to the terms of the contract agreement.

In the event of contract cancellation due to unavailability of funds, Offeror will be reimbursed for unamortized, reasonably incurred, non-recurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

3.2.11. SPECIAL PERMITS AND LICENSES

The Offeror shall, at its own expense, procure all permits, certificates, and licenses and give all notices and necessary reports required by law for this RFP. Failure to maintain required licenses or permits shall be grounds for immediate termination of the contract.

3.2.12. CONTRACT TYPE

A Firm Fixed Price Professional Services agreement will be consummated between the most responsible Offeror and GDOE.

3.2.13. FUNDING SOURCE

This project is locally funded and may be combined with other funding sources.

3.2.14. DELIVERY AND PERFORMANCE SCHEDULE

The Offeror who is awarded the solicitation guarantees that the service will be completed within the agreed upon completion date.

The selected Offeror shall commence work on the date specified in the Notice to Proceed. A contract for the goods and/or services procured through this RFP shall be subject to the availability of funds and applicable delivery and payment deadlines.

3.2.15. METHOD OF PAYMENT

Offerors submitting proposals in response to this RFP should be aware that payments for goods and/or services procured through this RFP will be made in installments agreed upon in the contract and tied to satisfactory completion and progress of assigned tasks.

Satisfactory completion shall be determined according to the terms specified in a contract executed pursuant to this RFP.

3.2.16. INSPECTION AND ACCEPTANCE OF GOODS

Offerors submitting proposals in response to this RFP should be aware that GDOE will inspect and test all goods, supplies, materials or equipment delivered in response to this RFP. GDOE reserves the right to reject and, at its discretion, require replacement of those items that are determined to be defective in material, construction, workmanship, manufacturing, or performance and/or that do not conform to the specifications described in this RFP.

3.2.17. VENDOR PERFORMANCE

Offeror who is awarded this solicitation, may, at the discretion of GDOE, be monitored and assessed based on their performance. Vendor performance will be reviewed before, during, and after the supplies or services have been delivered or performed.

The GDOE Supply Management Administrator or his/her designee may meet periodically with the selected Offeror for the purpose of reviewing progress and providing necessary guidance to the Offeror in solving issues.

3.2.18. JUSTIFICATION OF DELAY

If the Contractor cannot comply with the completion requirement agreed upon, it is the Contractor's responsibility to advise GDOE in writing explaining the cause and reasons of the delay. GDOE may make a reasonable extension of time.

3.2.19. LIQUIDATED DAMAGES

When the Contractor is given notice of delay or nonperformance as specified in 2GAR Div 4 § 6101(d) of the Termination for Default Clause of this RFP and fails to cure in the time specified, the Contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the vendor is terminated for default, or until the vendor provides the supplies or services if the vendor is not terminated for default. To the extent that the vendor's delay or nonperformance is excused under 2GAR Div 4 § 6101(d) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this RFP, liquidated damages shall not be due the territory. The Contractor remains liable for damages caused other than delay.

3.2.20. PHYSICAL LIABILITY

If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of Guam Department of Education in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of work

herein covered, and to be responsible for, and to indemnify and save harmless the Guam Department of Education from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Guam Department of Education against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Guam Department of Education when required.

3.2.21. TAXES

All Offerors are responsible for any taxes or fees that may be assessed or due for performance of work or delivery of services pursuant to this RFP. Specific information regarding Guam taxes may be obtained from the Guam Department of Revenue and Taxation.

3.2.22. COSTS OF PROPOSAL PREPARATION

All costs associated with preparation of a proposal in response to this RFP shall be solely the Offeror's responsibility. GDOE shall not be liable for any costs incurred by a potential Offeror in connection with this RFP. By submitting a proposal, the Offeror specifically waives the right against GDOE for any expenses incurred in proposal preparation. Submitted proposals become the property of GDOE. Offeror's request for the return of specific proprietary material may be honored.

3.2.23. CANCELLATION OF CONTRACT

Pursuant to 2 GAR Div 4 §3121(e)(1)(G), in the event of a cancellation due to unavailability of funds, GDOE will notify the Contractor on a timely basis, and Contractor will be reimbursed the unamortized, reasonably incurred, nonrecurring costs. If contract is cancelled for lack of funds, Government will timely inform Contractor; but that neither party's rights under termination clause are affected.

Section 4 - TERMS AND CONDITIONS

4.1. REFERENCE TO LAW AND REGULATIONS

Proposals submitted in response to this RFP must fulfill the requirements identified in this RFP. Each of the forms identified herein must be completed and returned according to the instructions provided. The term "GCA" refers to the Guam Code Annotated. The term "GAR" refers to the Guam Administrative Regulations, Division 4, Procurement Regulations. Administration of this RFP shall be subject to the Guam Procurement Law at 5 GCA Chapter 5 and the procurement regulations at 2 GAR Division 4.

4.2. LIST OF FORMS REQUIRED FOR ALL SOLICITATIONS

All Offerors must complete and submit originals of the forms identified throughout this RFP and collectively listed in **Section 5 - FORMS REQUIRED IN RESPONSE TO RFP**.

4.3. LAWS TO BE OBSERVED

The Offeror should be familiar with federal and local laws, codes, ordinances, and regulations, which, in any manner, affect those engaged or employed in the work, or the material or equipment, used in or upon the site, or in any way affect the conduct of the work. No misunderstanding or ignorance on the part of the Offeror will, in any way, serve to modify the provision of the contract.

4.4. DISCLOSURE OF OWNERSHIP AND COMMISSIONS

Offerors must expressly identify all major shareholders in accordance with 5 GCA § 5233. ***AG Procurement Form 002 (Rev. Nov. 17, 2005) must be completed and included with the Proposal.***

4.5. OFFERORS CERTIFY THAT PRICE OR OFFER WAS INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION

Offerors must certify that the submitted price or offer was independently arrived at without collusion in accordance with 2 GAR Div. 4 § 3126(b). ***AG Procurement Form 003 (Jul. 12, 2010) must be completed and included with the Technical Proposal.***

4.6. PROHIBITION AGAINST GRATUITIES AND KICKBACKS

Offerors must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees, have violated or are violating the prohibition against gratuities and kickbacks set forth in 5 GCA §5630.

Offerors must certify to the best of their knowledge that neither they, nor any of their officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the Offeror's response to this RFP. 5 GCA § 5630(c); 2 GAR Div. 4 § 11107(3) and 11107(4)(e). ***AG Procurement Form 004 (Jul. 12, 2010) must be completed and included with the Technical Proposal.***

4.7. REPRESENTATION REGARDING ETHICAL STANDARDS

Offerors must affirm that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. ***AG Procurement Form 005 (Jul. 12, 2010) must be completed and included with the Technical Proposal.***

4.8. REPRESENTATION REGARDING CONTINGENT FEES

Offerors must affirm that it has not retained a person to solicit or secure a territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, in accordance with 5 GCA § 5631. ***AG Procurement Form 007 (Jul. 12, 2010) must be completed and included with the Technical Proposal.***

4.9. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Any entity providing services pursuant to this RFP is prohibited from employing sex offenders to provide the goods or services procured through this RFP, in accordance with 5 GCA § 5253, which states:

§5253. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues.

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to

perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.
- ...
- (d) any contractor found in violation of §5253(b), after notice from the contracting authority of such violation, shall, within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the contracting authority.

SOURCE: Added by P.L. 28-24:2. Amended by P.L. 28-98:2 (Feb. 7, 2006).

GDOE Procurement Form 002 must be completed and included with the Technical Proposal.

4.10. WAGE AND BENEFIT DETERMINATION FOR SERVICES

Offerors must pay employees providing services procured through this RFP in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. 5 GCA § 5801 and § 5802, as applicable. A copy of the most recent wage determination is included herein. The Wage Determination for Guam and the Northern Mariana Islands also can be found on the U.S. Department of Labor's website: <http://www.wdol.gov>.

Offerors submitting proposals in response to this RFP must provide health and similar benefits for employees, such benefits having a minimum value as detailed in the Wage Determination Issued and promulgated by U.S. Department of Labor and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee in accordance to 5 GCA §5802. **AG Procurement Form 006 (Feb. 16, 2010) must be completed and included with the Technical Proposal.**

4.11. EQUAL EMPLOYMENT OPPORTUNITY

Section 3.01 of the Executive Order 10935 dated March 7, 1965 requires the Offeror not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Offeror will take affirmative action to ensure that employees are treated equally during employment without regard to their race, creed, color or national origin.

4.12. MANDATORY DISPUTES CLAUSE

In accordance with Guam procurement law, all controversies between the territory and the Contractor which arise under, or by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the GDOE procurement officer in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided however that if the procurement officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received. The procurement officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision before the Guam Office of Public Accountability. The Contractor shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the Office of Public Accountability or the Superior Court of Guam of any controversy arising under or by virtue of this contract, except where there has been a material breach of the contract by GDOE; provided, however, that in any event the Contractor shall proceed diligently with the performance of the contract where GDOE has made a written determination that continuation of work under the contract is essential to public health and safety.

Any disputes for expenses incurred in reliance upon this Agreement shall be subject to the Government Claims Act found at Title 5, Guam Code Annotated, Chapter 6.

4.13. RIGHT OF GDOE TO CANCEL OR REJECT PROPOSALS

GDOE reserves the right to cancel this RFP at any time when it is in the best interests of the Department, in accordance with 5 GCA §5225 and 2 GAR Div. 4 §3115(c).

GDOE reserves the right to reject any proposal in whole or in part when it is in the best interests of the Department, in accordance with 2 GAR Div.4 §3115(e)(2).

GDOE may resolicit for proposals when it is deemed to be in the best interest of GDOE.

12/26/24

Deegan has been done

RFP: Designing of Record (legally bound to own design/contract)

GEDA/Finance Committee Meeting Agenda

I. Call to Order: 2:09p

II. Attendance: DPW, SSFM, BDMR, GEDA, GDOE

unavailable
(DOA - ED PETERS
OAG - TOM KEEHR)

III. Discussion:

1. SSHS RFP will use JFK as model

geda technical partner - TRMA

a. 3 components Financing/ Construction/ Operations & Maintenance (O&M)

b. RFP target issuance: March 2025

Orig. cost TRMA: GDOE (\$5.6 million)

(Est. 2.5mil)

2. Development of PL 37-22:

a. History of previous attempts & laws

i. PL 32-120 (2/10/14) - pledged \$5M for 30 yrs from real property tax

ii. DPW issued RFP 730-5-1055-L-YIG 6/15/2015 ++ cancelled due to protest

iii. DPW issued RFP 730-5-1056-L-YIG 1/15/2017 ++ cancelled due to protest (Coretech)

iv. PL 34-19 (6/13/2013) amended 32-120 clarifying terms and definitions.

v. DPW issues RFP 730-5-1057-YIG 7/7/2017 ++ cancelled due to protest (Coretech)

vi. PL 34-101 (5/16/2018) - designates GDOE as procuring agency

vii. PL 34-117 (8/24/2018) - appropriates \$1.5M augmenting \$1M

viii. GDOE awards TRMA \$5.7M

ix. PL 36-107 (9/12/2022) max borrowing @ \$166.4M & annual lease back @ max \$16.4M - GEDA issuer of lease revenue bonds

x. TRMA completes 100% design

xi. PL 37-22 (7/5/2023) - Designated DPW as the solicitor & removes GEDA as issuer revenue bonds

3. Hot items/ Lessons learned/ Taboo topics.

4. RFP Financial development

a. History of max capitalization (Principal/ interest/ term)

b. Can we use amounts lower than the PL 37-22

c. When can financial RFP language be available.

IV. Open Discussion

V. Close meeting 3:27p

expressed by mid Jan 2025, included items will be addressed

- Tra/geda finance

- TRMA - draft RFP

- more work structured funding

↳ SSFM will provide by early this year

1st draft RFP

SSFM is using JFK/renewing

cost structure (341304)

came up w/ 130k

for basic construction

- 20mil for additional

presented to

\$146 base cost legislation

\$4mil cap

(1st 2yrs)

\$116.4 mil

\$12.8mil debt

(2.3mil service

revenue maintenance

annual cost)

Funding Reserves

should be considered

(2yr commitment for

contract to

fix debts)



SSHS

Vince Arriola <vince.arriola@dpw.guam.gov>

GDOE SSHS - TRMA RFP006-2020 Revised A&E Contract Terms

Cedric Cruz <Ccruz@traguam.com>

Thu, Dec 26, 2024 at 2:48 PM

To: "keswanson@gdoe.net" <keswanson@gdoe.net>

Cc: "Carmen T. Charfauros" <ctcharfauros@gdoe.net>, "James L.G. Stake" <jlgstake@gdoe.net>, "Nikolas B. Cruz" <nbcruz@gdoe.net>, Elmer Prudente <Eprudente@traguam.com>, Arch <Arch@traguam.com>, Tom Keeler <tkeeler@oagguam.org>, Vince Arriola <vince.arriola@dpw.guam.gov>, Ed Hipolito <ehipolito@ssfm.com>

Happy Holidays Superintendent Swanson,

This email is to confirm TRMA's understanding that GDOE accepts the 11/22/24 revised A&E contract terms and TRMA can proceed with work under the revised terms for no additional cost to TRMA's original A&E contract amount. We also are confirming that the fees for the services under the revised contract terms are covered by the remaining balance of our contract amount per TRMA's Invoice 5A dated 1/31/23.

Additionally, we understand that the final documentation for the revised contract terms will be provided by GDOE shortly. TRMA will invoice GDOE for A/E services rendered under the new contract terms done in advance of the final revised contract documents signing.

Please confirm that GDOE has no issue with the information above.

W

31 DEC 2024

Thank you.

Senseramente,

Cedric Cruz, AIA NCARB LEED AP BD+C

Taniguchi Ruth Makio Architects

P.O. Box EA

Hagatna, Guam 96932

Tel (671) 475-8772

Fax (671) 472-3381



Vince Arriola <vince.arriola@dpw.guam.gov>

March 2023 SSHS Financial

Tina Garcia <cgarcia@investguam.com>

Thu, Dec 26, 2024 at 3:03 PM

To: Vincent Arriola <vince.arriola@dpw.guam.gov>, Glenn Leon Guerrero <gguerrero@ssfm.com>, "Gerard E. Bautista" <gbautista@ssfm.com>, Lester Carlson <lester.carlson@bbmr.guam.gov>

Cc: Melanie Mendiola <mel.mendiola@investguam.com>, Carlos Bordallo <carlos.bordallo@investguam.com>, John San Nicolas <jsannicolas@investguam.com>, Celia Anderson <celia.anderson@investguam.com>

See attached financial breakdown we had used to guide our estimates for the SSHS financing scenario, dated February 2023.

Let me know if you have any questions or need more information.

Senseremente,

Tina Garcia

Public Finance Manager

590 S. Marine Corps. Drive, Suite 511

Tamuning, GUAM 96913

T 671 647 4332

F 671 649 4146

E tina.garcia@investguam.com

W investguam.com

 **Simon Sanchez Lease Revenue Bond (2.2.2023).pdf**

355K

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Government of Guam

Estimated Simon Sanchez Debt Service

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SOURCES AND USES OF FUNDS

Government of Guam

Estimated Simon Sanchez Debt Service

Sources:

Bond Proceeds:	
Par Amount	166,365,000.00
Premium	7,671,475.90
	174,036,475.90

Uses:

Project Fund Deposits:	
Project Fund	146,654,405.00
Other Fund Deposits:	
CAPI (Through 9/30/25)	24,054,770.90
Delivery Date Expenses:	
Cost of Issuance	3,327,300.00
	174,036,475.90

Notes:

Assumes GEDA serves as issuer and bonds are triple tax exempt

Preliminary and subject to change

Assumes issuance in June 2023, 2% COI estimate and 2-years of CAPI (through 9/30/25)

Estimated market conditions as of February 2, 2023, actual rates may differ

BOND SUMMARY STATISTICS**Government of Guam**

Estimated Simon Sanchez Debt Service

Dated Date	06/01/2023
Delivery Date	06/01/2023
Last Maturity	08/01/2053

Arbitrage Yield	5.608345%
True Interest Cost (TIC)	5.880089%
Net Interest Cost (NIC)	6.104484%
All-In TIC	6.054020%
Average Coupon	6.330921%

Average Life (years)	20.364
Weighted Average Maturity (years)	20.455
Duration of Issue (years)	11.484

Par Amount	166,365,000.00
Bond Proceeds	174,036,475.90
Total Interest	214,486,370.83
Net Interest	206,814,894.93
Total Debt Service	380,851,370.83
Maximum Annual Debt Service	12,805,700.00
Average Annual Debt Service	12,624,907.32

Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	

Total Underwriter's Discount

Bid Price	104.611232
-----------	------------

Bond Component	Par Value	Price	Average Coupon	Average Life	Duration	PV of 1 bp change
5-Year Term	7,860,000.00	102.244	5.500%	4.202	3.801	3,615.60
10-Year Term	16,265,000.00	101.942	5.500%	8.273	6.740	12,849.35
20-Year Term	50,200,000.00	103.845	6.000%	16.145	10.583	39,658.00
30-Year Term	92,040,000.00	105.703	6.500%	26.183	13.204	72,711.60
	166,365,000.00			20.364		128,834.55

	TIC	All-In TIC	Arbitrage Yield
Par Value	166,365,000.00	166,365,000.00	166,365,000.00
+ Accrued Interest			
+ Premium (Discount)	7,671,475.90	7,671,475.90	7,671,475.90
- Underwriter's Discount			
- Cost of Issuance Expense		-3,327,300.00	
- Other Amounts			
Target Value	174,036,475.90	170,709,175.90	174,036,475.90
Target Date	06/01/2023	06/01/2023	06/01/2023
Yield	5.880089%	6.054020%	5.608345%

Notes:

Assumes GEDA serves as issuer and bonds are triple tax exempt

Preliminary and subject to change

Assumes issuance in June 2023, 2% COI estimate and 2-years of CAPI (through 9/30/25)

Estimated market conditions as of February 2, 2023, actual rates may differ

BOND PRICING**Government of Guam****Estimated Simon Sanchez Debt Service**

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
5-Year Term:	08/01/2028	7,860,000	5.500%	5.000%	102.244
10-Year Term:	08/01/2033	16,265,000	5.500%	5.250%	101.942
20-Year Term:	08/01/2043	50,200,000	6.000%	5.500%	103.845 C
30-Year Term:	08/01/2053	92,040,000	6.500%	5.750%	105.703 C
		166,365,000			

Dated Date	06/01/2023	
Delivery Date	06/01/2023	
First Coupon	08/01/2023	
Par Amount	166,365,000.00	
Premium	7,671,475.90	
Production Underwriter's Discount	174,036,475.90	104.611232%
Purchase Price	174,036,475.90	104.611232%
Accrued Interest		
Net Proceeds	174,036,475.90	

Notes:

Assumes GEDA serves as issuer and bonds are triple tax exempt

Preliminary and subject to change

Assumes issuance in June 2023, 2% COI estimate and 2-years of CAPI (through 9/30/25)

Estimated market conditions as of February 2, 2023, actual rates may differ

BOND DEBT SERVICE**Government of Guam**

Estimated Simon Sanchez Debt Service

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
06/01/2023					
08/01/2023			1,720,245.83	1,720,245.83	
09/30/2023					1,720,245.83
02/01/2024			5,160,737.50	5,160,737.50	
08/01/2024			5,160,737.50	5,160,737.50	
09/30/2024					10,321,475.00
02/01/2025			5,160,737.50	5,160,737.50	
08/01/2025			5,160,737.50	5,160,737.50	
09/30/2025					10,321,475.00
02/01/2026			5,160,737.50	5,160,737.50	
08/01/2026	2,480,000	5.500%	5,160,737.50	7,640,737.50	
09/30/2026					12,801,475.00
02/01/2027			5,092,537.50	5,092,537.50	
08/01/2027	2,620,000	5.500%	5,092,537.50	7,712,537.50	
09/30/2027					12,805,075.00
02/01/2028			5,020,487.50	5,020,487.50	
08/01/2028	2,760,000	5.500%	5,020,487.50	7,780,487.50	
09/30/2028					12,800,975.00
02/01/2029			4,944,587.50	4,944,587.50	
08/01/2029	2,915,000	5.500%	4,944,587.50	7,859,587.50	
09/30/2029					12,804,175.00
02/01/2030			4,864,425.00	4,864,425.00	
08/01/2030	3,075,000	5.500%	4,864,425.00	7,939,425.00	
09/30/2030					12,803,850.00
02/01/2031			4,779,862.50	4,779,862.50	
08/01/2031	3,245,000	5.500%	4,779,862.50	8,024,862.50	
09/30/2031					12,804,725.00
02/01/2032			4,690,625.00	4,690,625.00	
08/01/2032	3,420,000	5.500%	4,690,625.00	8,110,625.00	
09/30/2032					12,801,250.00
02/01/2033			4,596,575.00	4,596,575.00	
08/01/2033	3,610,000	5.500%	4,596,575.00	8,206,575.00	
09/30/2033					12,803,150.00
02/01/2034			4,497,300.00	4,497,300.00	
08/01/2034	3,810,000	6.000%	4,497,300.00	8,307,300.00	
09/30/2034					12,804,600.00
02/01/2035			4,383,000.00	4,383,000.00	
08/01/2035	4,035,000	6.000%	4,383,000.00	8,418,000.00	
09/30/2035					12,801,000.00
02/01/2036			4,261,950.00	4,261,950.00	
08/01/2036	4,280,000	6.000%	4,261,950.00	8,541,950.00	
09/30/2036					12,803,900.00
02/01/2037			4,133,550.00	4,133,550.00	
08/01/2037	4,535,000	6.000%	4,133,550.00	8,668,550.00	
09/30/2037					12,802,100.00
02/01/2038			3,997,500.00	3,997,500.00	
08/01/2038	4,810,000	6.000%	3,997,500.00	8,807,500.00	
09/30/2038					12,805,000.00
02/01/2039			3,853,200.00	3,853,200.00	
08/01/2039	5,095,000	6.000%	3,853,200.00	8,948,200.00	
09/30/2039					12,801,400.00
02/01/2040			3,700,350.00	3,700,350.00	
08/01/2040	5,405,000	6.000%	3,700,350.00	9,105,350.00	
09/30/2040					12,805,700.00
02/01/2041			3,538,200.00	3,538,200.00	
08/01/2041	5,725,000	6.000%	3,538,200.00	9,263,200.00	
09/30/2041					12,801,400.00
02/01/2042			3,366,450.00	3,366,450.00	
08/01/2042	6,070,000	6.000%	3,366,450.00	9,436,450.00	
09/30/2042					12,802,900.00
02/01/2043			3,184,350.00	3,184,350.00	
08/01/2043	6,435,000	6.000%	3,184,350.00	9,619,350.00	
09/30/2043					12,803,700.00
02/01/2044			2,991,300.00	2,991,300.00	
08/01/2044	6,820,000	6.500%	2,991,300.00	9,811,300.00	
09/30/2044					12,802,600.00
02/01/2045			2,769,650.00	2,769,650.00	
08/01/2045	7,265,000	6.500%	2,769,650.00	10,034,650.00	

BOND DEBT SERVICE**Government of Guam**

Estimated Simon Sanchez Debt Service

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
09/30/2045					12,804,300.00
02/01/2046			2,533,537.50	2,533,537.50	
08/01/2046	7,735,000	6.500%	2,533,537.50	10,268,537.50	
09/30/2046					12,802,075.00
02/01/2047			2,282,150.00	2,282,150.00	
08/01/2047	8,240,000	6.500%	2,282,150.00	10,522,150.00	
09/30/2047					12,804,300.00
02/01/2048			2,014,350.00	2,014,350.00	
08/01/2048	8,775,000	6.500%	2,014,350.00	10,789,350.00	
09/30/2048					12,803,700.00
02/01/2049			1,729,162.50	1,729,162.50	
08/01/2049	9,345,000	6.500%	1,729,162.50	11,074,162.50	
09/30/2049					12,803,325.00
02/01/2050			1,425,450.00	1,425,450.00	
08/01/2050	9,950,000	6.500%	1,425,450.00	11,375,450.00	
09/30/2050					12,800,900.00
02/01/2051			1,102,075.00	1,102,075.00	
08/01/2051	10,600,000	6.500%	1,102,075.00	11,702,075.00	
09/30/2051					12,804,150.00
02/01/2052			757,575.00	757,575.00	
08/01/2052	11,290,000	6.500%	757,575.00	12,047,575.00	
09/30/2052					12,805,150.00
02/01/2053			390,650.00	390,650.00	
08/01/2053	12,020,000	6.500%	390,650.00	12,410,650.00	
09/30/2053					12,801,300.00
	166,365,000		214,486,370.83	380,851,370.83	380,851,370.83

Notes:

Assumes GEDA serves as issuer and bonds are triple tax exempt

Preliminary and subject to change

Assumes issuance in June 2023, 2% COI estimate and 2-years of CAPI (through 9/30/25)

Estimated market conditions as of February 2, 2023, actual rates may differ

NET DEBT SERVICE**Government of Guam**

Estimated Simon Sanchez Debt Service

<i>Date</i>	<i>Total Debt Service</i>	<i>CAPI (Through 9/30/25)</i>	<i>Net Debt Service</i>
08/01/2023	1,720,245.83	1,720,245.83	
02/01/2024	5,160,737.50	5,160,737.50	
08/01/2024	5,160,737.50	5,160,737.50	
02/01/2025	5,160,737.50	5,160,737.50	
08/01/2025	5,160,737.50	5,160,737.50	
02/01/2026	5,160,737.50	1,691,575.07	3,469,162.43
08/01/2026	7,640,737.50		7,640,737.50
02/01/2027	5,092,537.50		5,092,537.50
08/01/2027	7,712,537.50		7,712,537.50
02/01/2028	5,020,487.50		5,020,487.50
08/01/2028	7,780,487.50		7,780,487.50
02/01/2029	4,944,587.50		4,944,587.50
08/01/2029	7,859,587.50		7,859,587.50
02/01/2030	4,864,425.00		4,864,425.00
08/01/2030	7,939,425.00		7,939,425.00
02/01/2031	4,779,862.50		4,779,862.50
08/01/2031	8,024,862.50		8,024,862.50
02/01/2032	4,690,625.00		4,690,625.00
08/01/2032	8,110,625.00		8,110,625.00
02/01/2033	4,596,575.00		4,596,575.00
08/01/2033	8,206,575.00		8,206,575.00
02/01/2034	4,497,300.00		4,497,300.00
08/01/2034	8,307,300.00		8,307,300.00
02/01/2035	4,383,000.00		4,383,000.00
08/01/2035	8,418,000.00		8,418,000.00
02/01/2036	4,261,950.00		4,261,950.00
08/01/2036	8,541,950.00		8,541,950.00
02/01/2037	4,133,550.00		4,133,550.00
08/01/2037	8,668,550.00		8,668,550.00
02/01/2038	3,997,500.00		3,997,500.00
08/01/2038	8,807,500.00		8,807,500.00
02/01/2039	3,853,200.00		3,853,200.00
08/01/2039	8,948,200.00		8,948,200.00
02/01/2040	3,700,350.00		3,700,350.00
08/01/2040	9,105,350.00		9,105,350.00
02/01/2041	3,538,200.00		3,538,200.00
08/01/2041	9,263,200.00		9,263,200.00
02/01/2042	3,366,450.00		3,366,450.00
08/01/2042	9,436,450.00		9,436,450.00
02/01/2043	3,184,350.00		3,184,350.00
08/01/2043	9,619,350.00		9,619,350.00
02/01/2044	2,991,300.00		2,991,300.00
08/01/2044	9,811,300.00		9,811,300.00
02/01/2045	2,769,650.00		2,769,650.00
08/01/2045	10,034,650.00		10,034,650.00
02/01/2046	2,533,537.50		2,533,537.50
08/01/2046	10,268,537.50		10,268,537.50
02/01/2047	2,282,150.00		2,282,150.00
08/01/2047	10,522,150.00		10,522,150.00
02/01/2048	2,014,350.00		2,014,350.00
08/01/2048	10,789,350.00		10,789,350.00
02/01/2049	1,729,162.50		1,729,162.50
08/01/2049	11,074,162.50		11,074,162.50
02/01/2050	1,425,450.00		1,425,450.00
08/01/2050	11,375,450.00		11,375,450.00
02/01/2051	1,102,075.00		1,102,075.00
08/01/2051	11,702,075.00		11,702,075.00
02/01/2052	757,575.00		757,575.00
08/01/2052	12,047,575.00		12,047,575.00
02/01/2053	390,650.00		390,650.00
08/01/2053	12,410,650.00		12,410,650.00
	380,851,370.83	24,054,770.90	356,796,599.93

NET DEBT SERVICE

Government of Guam

Estimated Simon Sanchez Debt Service

Notes:
Assumes GEDA serves as issuer and bonds are triple tax exempt
Preliminary and subject to change
Assumes issuance in June 2023, 2% COI estimate and 2-years of CAPI (through 9/30/25)
Estimated market conditions as of February 2, 2023, actual rates may differ

DISCLAIMER**Government of Guam****Estimated Simon Sanchez Debt Service**

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Assumes issuance in June 2023, 2% COI estimate and 2-years of CAPI (through 9/30/25)
Estimated market conditions as of February 2, 2023, actual rates may differ

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