

**REQUEST FOR PROPOSAL**

**CONSTRUCTION OF ADDITIONAL ABOVE-GROUND BURIAL  
CAPACITY WITHIN THE EXISTING GUAM VETERANS CEMETERY  
(Design Phase)**

**PROJECT No.: 150-5-1004-F-PIT**

**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**

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GOVERNMENT OF GUAM**

2026

RECOMMEND APPROVAL:



**JOHN F. CALANAYAN**  
Engineer Supervisor  
Department of Public Works

Date: 12/19/25

APPROVED BY:



**VINCENT P. ARRIOLA**  
Director,  
Department of Public Works

Date: 29 DEC 2025

Project Name: Construction of Additional Above-Ground Burial Capacity Within the Existing Guam Veterans Cemetery,  
(Design Phase)

Project Number: 150-5-1004-F-PIT



*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*

## 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 seeking a qualified Architectural & Engineering (A & E) firm to develop assessment and full design for the **“Construction of Additional Above-Ground Burial Capacity Within the Existing Guam Veterans Cemetery”, (Design-Phase), Project No.: 150-5-1004-F-PIT”**.

Sealed proposals will be received at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, Federal Highways Building Department of Public Works, Government of Guam, no later than **4:00 p.m. January 26, 2026**.

Request for Proposals (RFP) documents can be obtained from the Contracts Administration Technical Services, Ground Floor, Federal Highways Building, Department of Public Works commencing on **January 5, 2026**.

Upon obtaining the RFP, prospective offerors must complete the Acknowledgement of Receipt Form set forth as **Attachment A-9** 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, 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 at January 12, 2026 9:00 a.m.** at the Contracts Administration and Technical Services Section, Division of Capital Improvement Projects, Ground Floor, Federal Highways 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.: 150-5-1004-F-PIT**

**CONSTRUCTION OF ADDITIONAL ABOVE-GROUND BURIAL CAPACITY  
WITHIN THE EXISTING GUAM VETERANS CEMETERY  
(Design-Phase)**

<b>January 5, 2026</b>	<b>AVAILABILITY OF RFP DOCUMENTS:</b>
<b>January 12, 2026 @ 9:00 A.M.</b>	<b>MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT</b>
<b>January 14, 2026</b>	<b>LAST DAY TO SUBMIT WRITTEN QUESTIONS AND/OR CLARIFICATIONS</b>
<b>January 26, 2026</b>	<b>RFP SUBMITTAL DUE DATE</b>
<b>TIME:</b>	<b>ON OR BEFORE 4:00 P.M.</b>
<b>PLACE:</b>	<b>CONTRACTS ADMINISTRATION AND TECHNICAL SERVICES SECTION, DIVISION OF CAPITAL IMPROVEMENT PROJECTS, GROUND FLOOR, FEDERAL HIGHWAYS BUILDING, DPW</b>

**TABLE OF CONTENTS**

<b>Contents</b>	<b>Page</b>
Cover Page -----	1
RFP Approval-----	2
Request for Proposals-----	3-4
RFP Timelines-----	5
Table of Contents-----	6-7
Project Overview and Description; Authority; -----	8-9
Amendments; Acknowledgment of Amendments; Pre-Proposal Conference; Pre-Proposal Questions; Explanation to Offerors; DPW’s Answers;-----	10-11
Period of Performance; Withdrawal of Proposals; Alternate or Multiple Proposals not Accepted; No Late Proposals; Prohibition Against Employment of Sex Offenders; -----	11-12
Equal Opportunity; Receipt / Opening of Proposals; Classification of Proposals as Responsive or Non-Responsive; -----	12-13
Determination of Responsibility; Completeness of Proposals; Failure to Comply with Instructions; DPW Rights Reserved; -----	13
Non-Disclosure of Data; Rejection of Proposal Offer; Cancellation of RFP Solicitation; Debarment; Indemnification; RFP Legal Requirements; -----	14-16
RFP Requirements; Selection/Establishment of A&E Evaluation Committee Board; -----	16-18
RFP Evaluation; Evaluation and Discussions; -----	18-19
Negotiation and Award of Contract; Successful Negotiation of Contract with Qualified Offeror; Failure to Negotiate with Best Qualified Offeror; Notice of Award; Awarding of Contract With Best Qualified Offeror; -----	19
Commencement and Completion of Work; Evaluation, Rating and Selection Table; -----	20-21
Individual Evaluation Form; Summary Evaluation Form; Architectural and Engineering Firm Scope of Services and Responsibilities; -----	21-22
PS&E Submittal Schedule; -----	23-24

Warranty of Design; Design Codes/Guidelines and References; Mandatory/Legal Requirements; Formal Contract; Acknowledgement of Receipt Form; Temporary Alien Prevailing Wage Rates; -----24

USDOL Wage and Benefits Rate Determination; Project Scope and References-----25-61

**ATTACHMENT A-1 TO A-7, to be submitted together with proposal)**

ATTACHMENT A-1 (**Affidavit of Disclosing Ownership and Commissions**) -----26

ATTACHMENT A-2 (**Affidavit of Non Collusion**) -----27

ATTACHMENT A-3 (**Affidavit Re No Gratuities or Kickbacks**) -----28

ATTACHMENT A-4 (**Affidavit Re Contingent Fees**) -----29

ATTACHMENT A-5 (**Affidavit Re Ethical Standards**) -----30

ATTACHMENT A-6 (**Special Provisions: Restrictions Against Sex Offenders  
Employed by Service Providers to Government of Guam from  
Working on Government Property**) -----31

ATTACHMENT A-7 (**Declaration Re Compliance with U.S. DOL Wage Determination**---32

ATTACHMENT A-8 (**Contract**) -----33-43

ATTACHMENT A-9 (**Acknowledgement of Receipt Form**) -----44

ATTACHMENT A-10 (**Temporary Alien Prevailing Wage Rate**) -----45

ATTACHMENT A-11 (**USDOL Wage and Benefits Rate Determination**) -----46-50

ATTACHMENT A-12 (**Project Scope and References**) -----51-56

ATTACHMENT A-13 (**Pictures and References**) -----57-61

## I. PROJECT OVERVIEW and DESCRIPTION

The Governor of Guam through the Guam Department of Public Works (hereinafter referred to as “DPW”) is seeking a qualified Architectural & Engineering (A & E) Firm (hereinafter referred to as “Firm”) to provide required environmental assessment and design for “**Construction of Additional Above-Ground Burial Capacity Within the Existing Guam Veterans Cemetery**”, (Design-Phase), **Project No. 150-5-1004-F-PIT**” (hereinafter referred to as “Project”). 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 proposed design for the Project includes: environmental assessment, permits to comply with all local and Federal requirements, geotechnical assessment/soil testing, design of new above-ground crypts and columbaria, and all affiliated site improvements to complete the design.

The firm shall be required to provide services for the preparation of complete plans, specifications, and estimates (PS&E) and other related documents to be used in the competitive sealed bidding in the Construction Phase of the project, assist in the evaluation of construction bid submittals, and provide construction management services during the construction phase.

### **Key A&E services for cemeteries include:**

#### **Planning and Design**

- **Master planning:** Creating a long-term strategy that addresses the cemetery's expansion needs, land use, and overall vision for the next 50 or more years. This plan typically includes feasibility studies and site analysis.
  - **Landscape architecture:** Designing the overall landscape to create a serene and park-like atmosphere. This involves planning for trees, gardens, hardscapes like benches and walkways, and water features.
  - **Grave and niche layout:** Developing detailed plots and maps for different burial and memorial options, including traditional graves, cremation niches (columbariums), and scattering gardens.
  - **Architectural design:** Designing essential buildings such as administration offices, chapels, maintenance facilities, and public restrooms, often following guidelines for appearance and durability.
  - **Roads and traffic flow:** Designing the internal road network and parking areas to ensure proper access for funeral processions, visitors, and maintenance vehicles.
- Engineering and infrastructure

- **Civil engineering:** Managing the physical infrastructure of the cemetery, including site grading to maximize burial plots and promote water runoff.
- **Drainage and stormwater management:** Implementing proper drainage systems to prevent erosion and flooding, which is critical for preserving gravesites and infrastructure.
- **Utility design:** Planning for essential utilities like irrigation systems, electrical distribution, and water lines.
- **Geotechnical engineering:** Conducting soil testing and analysis to ensure the ground is stable for burials and foundations for structures like mausoleums. Project management and oversight
- **Construction documents:** Preparing the detailed plans and specifications required for construction bidding and permits.
- **Cost analysis and budgeting:** Providing budgeting services to keep the project on track financially and to evaluate different design approaches.
- **Construction administration:** Overseeing the project during construction to ensure the design is followed correctly and that project goals are met.
- **Regulatory compliance:** Ensuring the cemetery design adheres to all local, state, and federal regulations, which can be complex for such facilities. Are you looking to expand an existing cemetery or design a new one?

**Design Guideline:**

The Project Architect/Engineer's responsibility is to develop a complete and accurate project design that best meets the users' needs and applicable VA NCA standards, criteria, and applicable code requirements. Contractors providing miscellaneous services to the cemetery usually require storage space within the Administration/Maintenance Complex. This complex should be located away from burial areas or shielded from view.

Rest Rooms should be near the main entrance to the cemetery and adjacent to the Cortège Assembly Area.

**II. AUTHORITY**

This Request for Proposal (RFP) solicitation is issued subject to all the provisions of the Guam Procurement Act (Public Law 16-124). The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.

### **III. AMENDMENTS**

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 Bidder Register Form provided in this RFP.

### **IV. ACKNOWLEDGMENT OF AMENDMENTS.**

The Request for Proposals shall require the acknowledgment of the receipt of all amendments issued. 2 GAR, DIV. 4 § 3109(c)(6).

### **V. 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 Proposal. 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.

### **VI. 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.

### **VII. 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.

### **VIII. DPW’s ANSWERS**

DPW will provide an official written answer by the date set forth in the RFP Timelines to all questions received by the stated due date. 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 bidder 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.**

**IX. PERIOD OF PERFORMANCE:**

Period of performance for the Awardee will be for a period of **One Hundred Twenty (120) calendar days** excluding the days for Government review and approval.

**X. 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.

**XI. 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.

**XII. 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.

**XIII. 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.

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

**XV. RECEIPT/OPENING OF PROPOSALS**

Proposals shall not be opened publicly, and shall be opened in the presence of two or more procurement officials. 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, service, 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.

**XVI. 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.

**XVII. 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.

**XVIII. 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.

**XIX. 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.

**XX. 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:

1. Cancel or terminate this RFP as provided in the Guam Procurement Regulations;
2. 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;
3. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
4. Waive any minor informalities in proposals received, or have them corrected by the Offeror in accordance with applicable regulations;
5. Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
6. If awarded, terminate any contract if DPW determines adequate funds are not available.

**XXI. NONDISCLOSURE 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.

**XXII. 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).

**XXIII. CANCELLATION OF RFP SOLICITATION**

Prior to the date deadline set for proposal offers, this solicitation maybe 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).

**XXIV. 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.

**XXV. INDEMNIFICATION**

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

**XXVI. RFP LEGAL REQUIREMENTS**

Each Offeror is required to submit the affidavits and assurances attached as **Attachments A-1 through A-6**. Failure to include said affidavits and assurances shall render a proposal non-responsive.

1. **Affidavit Disclosing Ownership and Commissions per 5 G.C.A. § 5233 (Attachment A-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.
2. **Affidavit re Non-Collusion per 2 GAR Division 4 § 3126(b) (Attachment A-2)**. By submitting an offer, the Offeror certifies that the price submitted was independently arrived at without collusion.
3. **Affidavit Re No Gratuities or Kickbacks per 2 GAR Division 4 § 11107(e) (Attachment A-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.
4. **Affidavit re Contingent Fees per 2 GAR § 11108 (Attachment A-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.
5. **Affidavit RE Ethical Standards per 2 GAR § 11103 (Attachment A-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.

**6. Special Provision: Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues (Pursuant to 5 G.C.A. § 5253) (Attachment A-6)**

(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.

**7. Declaration Re Compliance With U.S. DOL Wage Determination**  
(Attachment A-7)

**XXVII. RFP REQUIREMENTS**

Proposal must be in writing, signed in ink, and prepared as described below. Offerors must clearly mark one proposal as “ORIGINAL” with CD disk and provide four (4) copies. The original copies must be placed in sealed box or envelope clearly labeled with RFP Number, RFP Title, and Proposal Due Date. The original should be unbound and each hard copy must be separately bound. Erasures or other changes in a proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in RFP, or irregularities of any kind may be rejected by DPW as being non-compliant.

**1. Introduction**

- a). Cover letter (must be on Offeror’s letterhead) with the name and address, telephone and facsimile numbers of the Offeror (and electronic address if available).

**2). Company Overview.**

- a) **Type of Firm:** Provide a brief overview of your firm. State whether Offeror is a corporation, partnership, sole proprietorship, joint venture, etc. Provide the organizational documents for Offeror and a certificate of good standing from the state or territory of formation.
- b) **Year firm established.** Indicate the number of years the Offeror has been in business under its present business name and the number of full-time personnel employed by Offeror in the last twelve (12) months.

**3). Key Personnel.**

- a) 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 including all licenses required who will be working on any architectural and engineering aspect of the project.** Include any pertinent or applicable awards, commendations and publications by team members.
- b) Client list and work: include a listing of significant current and former projects and description of the type of work performed or related work for this project.

**4). Licensing Requirement**

- 1. 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.
- 2. 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 Board (PEALS Board) of all the individuals who will be working on any architectural and engineering aspect of the project.

**5). References:**

DPW welcomes references of entities to which Offerors has provided services.

**XXVIII. SELECTION/ESTABLISHMENT OF AD-hoc EVALUATION COMMITTEE BOARD.**

A formally constituted Ad-hoc Evaluation Committee 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 Evaluation Committee Board to act under his/her authority.

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.

The Ad-hoc Evaluation Committee Board is comprised of the following personnel:

**Chairman:**

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

**Members:**

Arce Fontbuena, Engineer Supervisor/ Highway

Jeri Calaor, Engineer III, Design Analysis Section, DPW

Romualdo C. Domingo, Engineer Supervisor/ Highway

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.

**XXIX. 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**. The proposal submitted will be the primary document for evaluation. DPW reserves the right to select or reject any and all proposals submitted, 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.**

**XXX. EVALUATION AND DISCUSSIONS**

**1. 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.

**2. 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.

**XXXI. 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.

**XXXII. 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 qualified offeror. (See ATTACHMENT A-8)

**XXXIII. 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.

**XXXIV. 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.

**XXXV. AWARDING OF CONTRACT WITH BEST QUALIFIED OFFEROR**

The Department of Public Works will negotiate a contract with 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.

**XXXVI. COMMENCEMENT AND COMPLETION OF WORK**

Design and investigative study completion time is **One Hundred Eighty (180) calendar days**. DPW will issue Notice to Proceed (NTP) for the design and investigative study of the project upon approval of Contract Agreement.

**XXXVII. 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:

<b>EVALUATION CRITERIA</b>	<b>MAX SCORE</b>	<b>SCORE</b>
<b><u>Offeror’s Educational Attainment/Background</u></b> Offeror is required to present Educational Attainment, Certifications, trainings etc. of all key personnel intended to work for the completion of the design work.	<b>20</b>	
<b><u>Statement of Experiences &amp; Qualifications</u></b> Offeror is required to present satisfactory evidence that he/she or the A&E firm have sufficient experience and are fully qualified. Include a written, verifiable statement of experience in providing and managing requested services.	<b>50</b>	
<b><u>Licensing Requirements:</u></b> 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 individuals who will be working on any architectural and engineering aspect of the project.  The firm must submit 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.	<b>20</b>	
<b><u>Determination of Responsibility of Offeror</u></b> 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.	<b>10</b>	
<b>TOTAL POINTS</b>	<b>100</b>	

**XXXVIII. INDIVIDUAL EVALUATION FORM:**

<b>Evaluation Criteria</b>	<b>Evaluation Points</b>	<b>Remarks</b>
<b>Offeror’s Educational Attainment/Background</b>		
<b>Statement of Experiences &amp; Qualifications</b>		
<b>Licensing Requirements</b>		
<b>Determination of Responsibility of Offeror</b>		
<b>Total</b>		

**XXXIX. SUMMARY EVALUATION FORM**

<b>Criteria</b>	<b>Evaluators Points</b>					<b>Remarks</b>
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	
<b>Offeror’s Educational Attainment/Background</b>						
<b>Statement of Experiences &amp; Qualifications</b>						
<b>Licensing Requirements</b>						
<b>Determination of Responsibility of Offeror</b>						
<b>Total</b>						

**XL. ARCHITECTURAL AND ENGINEERING FIRM SCOPE OF SERVICES AND RESPONSIBILITIES:**

- A.** The Architecture/Engineering (A&E) firm must be responsible for the environmental assessment, and complete design of the project. All Prospective Proposers must visit the site and must be responsible for having ascertained pertinent conditions such as location, accessibility, the general character of the site, and the extent of existing conditions within or adjacent to the site. No extra compensation will be made by reason of any misunderstanding or error as regards the site, the condition thereof, accessibility or the amount or type of work to be performed.
  
- B.** The A&E shall provide various assessment required in this RFP, conduct an accurate topographic survey, conduct a geotechnical investigation to determine the exact soil type at each area proposed for the expansion in the form of above-ground four-story crypts as proposed, architectural and engineering services for the different tasks described in this RFP. Furnish the Government complete Plans and Specifications, required reports, cost estimate, schedules and analysis & recommendation for the project and shall be signed and approved by Professional Engineer authorized to practice and perform work in Guam or the Marianas.
  
- C.** The Architectural & Engineering Firm shall be professionally responsible for the services performed under this RFP. The “Firm” shall be responsive to all required government criteria, permitting, information, guidance and review for comments. All services shall be in full compliance with all required Federal and Local requirements.

- D.** The contractor shall provide necessary **engineering services or any other environmental services** required to comply with all local and federal requirements.
- E.** All other items not detailed shall be assumed included to make a complete design and ready to be used in the competitive sealed bidding in the Construction Phase of the project.
- F.** **The “Firm” warrants that the Design shall be performed in accordance with RFP requirements and ready to acquire building permit during the construction phase of the project. The A&E firm shall assist DPW and the future construction firm to satisfy any additional requirements that may deem necessary during the bidding, permitting and construction process. Design works related not conforming to the Contract requirements shall be corrected at no additional cost to the Government.**
- G.** All drawing, illustrations and pictures attached to the RFP documents are for general guidelines and reference only.

**H. Build America, Buy America Act (BABAA)**

1. BABAA applies to this project
2. Contractor is required to submit a Certification of Material Origin for all Construction Materials.
3. BABAA Requirements:
  - All iron and steel used in the infrastructure project or activity are produced in the United States.
  - All manufactured products used in the infrastructure project or activity are produced in the United States.
  - All construction materials are manufactured in the United States
4. BABAA Waiver Conditions:
  - Applying the American sourcing requirement would be inconsistent with the public interest.
  - The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonable available quantities or of a satisfactory quality.
  - The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

- I. All other items not detailed shall be assumed included to make a complete design and ready to be used in the competitive sealed bidding in the Construction Phase of the project.
- J. All work shall be in accordance and in compliance with 2009 International Building Code complete and ready for use.

**XLI. PS&E SUBMITTAL SCHEDULE:**

**Task I:**

35% Submittal (PS&E) 40 calendar days after Notice to Proceed

**Task II**

65 % Submittal (PS&E) 30 calendar days after review & approval of  
(Task I Preliminary submittal

**Task III**

95% Submittal (PS&E) 30 calendar days after review & approval of  
(Task II Pre-final submittal

**Task IV**

**Final** 100% Submittal (PS&E) 20 calendar days after review & approval of  
(Task III

**1. PS&E Requirements:**

- a) Plans- complete plans, including title sheet, summary of quantities and schedules, details, cross sections, etc.
- b) Technical Specifications- complete technical specifications to properly construct each item, of work including test procedures required, and any special conditions to be required.
- c) 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 lumps sum cost.
- d) Design analysis and computation sheets
- e) CPM schedule to establish project construction activities within the specified construction time.

## **XLII. WARRANTY OF DESIGN**

The Awardee warrants that the Design shall be performed in accordance with RFP requirements and ready to acquire building permit during the construction phase of the project. The A&E Firm shall assist DPW and the future construction firm to satisfy any additional requirements that may deem necessary during the permitting and construction process. Design works related not conforming to the Contract requirements shall be corrected at no additional cost to the Government.

## **XLIII. DESIGN CODES/GUIDES AND REFERENCES**

All services shall be performed in accordance with the general criteria contained in the following references as needed.

- f) Building Law, Title XXXII, Government Code of Guam
- g) International Building Code (2009 Edition)
- h) International Mechanical Code (Latest Edition)
- i) International Plumbing Code (Latest Edition)
- j) National Electrical Code (NEC-Latest Edition)
- k) National Electrical Safety Code (NESC-Latest Edition)
- l) Life Safety Code (Latest Edition)
- m) International Fire Code (IFC-latest Edition)
- n) National Fire Protection Association Handbook (NFPA 70)
- o) Illuminating Engineering Society (IES)
- p) American Disability Act (ADA)
- q) GEPA, USEPA, CFR29
- r) Guam Energy Code
- s) U.S. Army Corps of Engineers
- t) All other codes, regulations, technical publications and design manuals applicable.

## **XLIV. MANDATORY/LEGAL REQUIREMENTS (To Be Submitted together with Proposal**

See Attachments A-1 to A-7

## **XLV. FORMAL CONTRACT**

See Attachment A-8

## **XLVI. ACKNOWLEDGEMENT OF RECEIPT FORM**

See Attachment A-9

## **XLVII. TEMPORARY ALIEN PREVAILING WAGE RATES**

See Attachment A-10

## **XLVIII. USDOL WAGE AND BENEFITS RATE DETERMINATION**

See Attachment A-11

**XLIX. PROJECT SCOPE AND REFERENCES**  
See Attachment A-12

**L. PICTURES/REFERENCES**  
See Attachment A-13

**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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
 NOTARY PUBLIC

My commission expires: \_\_\_\_\_

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

Project Name: Construction of Additional Above-Ground Burial Capacity Within the Existing Guam Veterans Cemetery, (Design Phase)

Project Number: 150-5-1004-F-PIT

**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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_.

AG Procurement Form 007 (Nov. 9, 2010)





FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.

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: Construction of Additional Above-Ground Burial Capacity Within the Existing Guam Veterans Cemetery, (Design Phase)

Project Number: 150-5-1004-F-PIT

CONTRACT NO. \_\_\_\_\_

**CONTRACT**

---

(Contractor)

Public Works  
(Department)

2026

Contract for: **Construction of Additional Above-Ground Burial Capacity Within the Existing Guam Veterans Cemetery, (Design Phase)**

**Project No. 150-5-1004-F-PIT**

Amount: \$

Place: Piti, Guam

**FORMAL CONTRACT**

THIS CONTRACT, made and entered 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 “**Construction of Additional Above-Ground Burial Capacity Within the Existing Guam Veterans Cemetery, (Design-Phase), Project No.: 150-5-1004-F-PIT**”, hereinafter called the “Project”, in accordance with the drawings, specifications 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 labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all the work required for the assessment and design 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 services as required by this RFP. Period of performance for the Contractor will be for a period of **One Hundred Twenty (120) calendar days.**

II. SUBJECT TO AVAILABILITY OF FUNDS, 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 connection therewith, as authorized under this RFP all in accordance with the terms as stated in the Contract documents.

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

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

IV. 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.

V. 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.

VI. 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.

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

VIII. 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 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.

IX. INDEMNITY. Service provider 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 Awardee, Awardee's officers, agents, servants or employees under this Contract.

- X. **CLAIMS AGAINST GOVERNMENT.** The service provider 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 service provider against the Government if the claim arises out of or in connection with this agreement. The service provider also expressly recognizes that all other claims by the service provider against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Annotated, Chapter 5).
- XI. **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 service provider waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.
- XII. **MANDATORY REPRESENTATION BY CONTRACTOR REGARDING GENERAL ETHICAL STANDARDS (2 GAR Div. 4 11103 (b)).** With respect to this Contract and any other Contract that the service provider 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.
- XIII. **MANDATORY REPRESENTATION BY THE CONTRACTOR REGARDING PROHIBITION AGAINST GRATUITIES AND KICKBACKS (2 GAR Div. 4 11107€)** 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 service provider 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.

XIV. (Please Maintain) COMPLIANCE TO PUBLIC LAW 24-100, PRODUCTS MANUFACTURED FROM RECYCLED GLASS. Pursuant to 5 G.C.A. Section 5218, any individual or company submitting a response to this solicitation shall include the purchase of available recycled glass pulverized on Guam or appropriate products manufactured therefrom. The contract awarded under this solicitation shall determine the suitable percentage of recycled glass to be used in the project and, as a condition of the award of the contract, shall require the Contractor to identify and certify in writing the percentage of recycled glass contained in the material offered. The acceptable percentage of recycled glass has been determined to be 0% for this project.

XV. APPENDIX II TO PART 200- CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR](#)

[12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

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

CONTRACTOR

GOVERNMENT

\_\_\_\_\_  
Manager  
Design/Project Management

\_\_\_\_\_  
**VINCENT P. ARRIOLA**  
Director  
Department of Public Works

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**JOSE SAN AGUSTIN**  
Director  
Department of Veterans Affairs

CERTIFIED FUNDS AVAILABLE:  
\_\_\_\_\_  
Certifying Officer  
Department of Veterans Affairs

Date: \_\_\_\_\_

*Allotment No.:*

*Amount:*

CLEARED AS PER BBMR'S REVIEW:

\_\_\_\_\_  
**LESTER L. CARLSON, Jr.**  
Director  
Bureau of Budget Management and Research

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
**DOUGLAS B. MOYLAN**  
Attorney General

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: 150-5-1004-F-PIT***

**Construction of Additional Above-Ground Burial Capacity Within the Existing Guam Veterans Cemetery, (Design-Phase)**

**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** \_\_\_\_\_

\_\_\_\_\_

TEMPORARY ALIEN PREVAILING WAGE RATES

N40192-16-R-2800 Attachment 2

EDDIE BAZA CALVO Governor



RAY TENORIO Lieutenant Governor

Office of the Governor of Guam

COMMON CONSTRUCTION PREVAILING WAGE RATES FOR GUAM

Pursuant to 8 CFR 214.2(h)(6)(v)(F)(2), U.S. Citizenship and Immigration Services (USCIS) must approve specific wage data and prevailing wage rates used for construction occupations on Guam. The following prevailing wage rates apply only to H-2B workers and similarly employed U.S. workers on Guam. USCIS has reviewed the Government of Guam's proposed rates and has approved the adjusted rates. These rates shall be effective for Temporary Labor Certification applications filed on or after Tuesday February 16, 2016.

Table with 2 columns: OCCUPATION and HOURLY WAGE RATES. Lists various construction jobs and their corresponding hourly rates.

These prevailing wage rates are effective for both new and extension temporary labor certifications. The prevailing wage rate on applications approved prior to the implementation of these new rates shall remain in effect for the duration of the existing labor certifications.

For further information, please contact Maria Connelley, Director of Labor, at (671) 475-7075, or Greg Massey, Administrator for the Alien Labor Processing & Certification Division (ALPCD) at (671) 475-8005.

/s/ EDDIE BAZA CALVO Governor of Guam

FEB 16 2016

Ricardo J. Bernaldo Governor's Complex • Adelup, Guam 96910 Tel: (671) 472-8931 • Fax: (671) 477-4826 • www.governor.guam.gov

**USDOL WAGE AND BENEFITS RATE DETERMINATION**

General Decision Number: GU20250001 01/03/2025

Superseded General Decision Number: GU20240001

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)(1)

<p>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.</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 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 2025.</p>
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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/govcontracts>.

Modification Number  
0

Publication Date  
01/05/2025

\* SUGU2020-001 03/05/2020

Project Name: Construction of Additional Above-Ground Burial Capacity Within the Existing Guam Veterans Cemetery, (Design Phase)  
Project Number: 150-5-1004-F-PIT

	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	

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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 (\$17.75). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating

whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing this classification.

### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

## State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

## WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail 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 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.

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**“END OF GENERAL DECISION”**

**PROJECT SCOPE AND REFERENCES:**

- I. Preliminary Environmental Assessment**
- II. Project Scope**
- III. Pictures/references**

## **SUMMARY**

### **I. PRELIMINARY ENVIRONMENTAL ASSESSMENT IN SUPPORT OF THE GUAM VETERANS' CEMETERY EXPANSION GRANT PITI, GUAM**

Lead Agency: Office of the Veterans Affairs-Guam (OVA-GU)

#### **Abstract**

The Office of Veterans Affairs-Guam prepared this preliminary Environmental Assessment in accordance with the National Environmental Policy Act (NEPA). Virtually every activity involving federal lands that requires approval from a federal agency is potentially subject to NEPA.

#### **Proposed Action:**

Expansion of the above-ground (Crypts) Burials, related grading/drainage improvements, design of new four-story tall crypt units. Section 102 of NEPA establishes procedural requirements, applying that national policy to proposals for significant Federal actions significantly affecting the quality of the human environment by requiring Federal agencies to prepare a detailed statement on the environmental impact of the proposed action.

## **PURPOSE AND NEED FOR ACTION**

### **1.1 INTRODUCTION**

This Preliminary Environmental Assessment is prepared in accordance with the National Environmental Policy Act. (NEPA).

## **II. PROJECT SCOPE**

The Office of the Veterans Affairs-Guam (OVA-GU) located on the Territory of Guam is applying for funding through the U.S. Department of Veterans Affairs (USDVA), National Cemetery Administration Office, Veterans Cemetery Grants Program for the design and construction of a much-needed expansion of the existing Piti Cemetery on Guam. This Cemetery is currently near its capacity, with approximately 300 only available ground burial spaces remaining. The Veterans' population of (24,000+) on Guam is approximately 14% percent of Guam's total population (170,000 approximately). It is anticipated that with the constant mortality rate of veterans on Guam approaching the 150 Mark per year, the Piti

Project Name: Construction of Additional Above-Ground Burial Capacity Within the Existing Guam Veterans Cemetery, (Design Phase)

Project Number: 150-5-1004-F-PIT

Cemetery (the only functioning Veterans Cemetery on Guam) will have to close down in two years if not expanded during these two years.

The urgency of the work ahead is reinforced by the statistics comparing the average age of the deceased Veterans currently buried at the Piti Veterans Cemetery is equal to 60. The average number of living Veterans 60 years of age or older in Guam is presently at 53% percent or 12,000+.

This urgent need for expansion within a relatively short period (two years) includes complete design, acquiring all Federal and Government of Guam Regulatory Agency permits including a building permit. The construction period of performance will make this project quite challenging to complete time.

The **Design team** will be expected to include the prime civil/environmental consulting engineers, surveying, and geotechnical consultants with fieldwork capabilities, including land surveying and onsite subsurface soils exploration. The following tasks are outlined as provided below;

1. Conduct an accurate topographic survey of the entire property.
2. Conduct a geotechnical investigation to determine the exact soil type at each area proposed for the expansion in the form of above-ground four-story crypts as proposed.
3. Complete the civil/environmental design tasks.

## **B. NEPA Environmental Compliance**

In addition to the information provided in this preliminary Environmental Narrative, the OVA-GU will ensure that all environmental requirements are strictly implemented. The anticipated document for this project is expected to be a Categorical Exclusion (CATEX) due to its urgent nature and insignificant impacts. Environmental evaluation of the Project site, gaining environmental approval through NEPA, performing any necessary studies, reports, or surveys as required, and obtaining all the necessary agency permits for the project are the main activities of this task. The design consultant shall set the best strategy for expeditiously obtaining all the necessary permits. Obtaining NEPA clearance will be a critical path activity for the project. The Consultant shall work efficiently and coordinate with OVA-GU and resource agencies proactively and effectively to deliver the NEPA clearance on time. Performing the following tasks is anticipated for this project.

- 1. Agency Coordination:** Schedule and attend initial meetings with resource agencies once the design project has been awarded. The Consultant shall prepare and issue a scoping

letter and shall conduct agency coordination meetings with the Guam Environmental Protection Agency (GEPA), Guam Historic Preservation Office (GHPO), Guam Bureau of Statistics and Planning (GBSP), U.S. Fish & Wildlife Service Guam Department of Agriculture.

## **Deliverables**

- a. Scoping letter for the project for each of the agencies.
- b. Agendas, draft and approved meeting minutes for each of the agencies' meetings.

**2. Environmental Analysis and Categorical Exclusion Documentation:** The Consultant shall perform environmental analyses, studies, and prepare a Categorical Exclusion (CATEX) document in accordance with NEPA, USDVA Cemetery Administration, and OVA-GU requirements. The Consultant shall obtain OVA-GU's approval signatures on the completed CATEX documentation. Only the preferred alternative shall undergo environmental impact analysis.

- a. Perform a biological survey for the Project site and document the determination of finding in a report, Guam Department of Agriculture has determined via its initial review of the site and the project's proposed scope that there is no significant impact biologically on this site for the construction activities proposed (**See Attached Letter**). Develop a draft and final report that addresses all regulatory agencies' comments.

- b. Coordinate with GSHPO, Department of Parks and Recreation, about any potential cultural resources within the defined Project footprint. If required, the Consultant will perform archaeological investigations for the project location and document. Results of the appropriate determination shall be summarized and documented in the CATEX. Subsurface testing for archaeological investigations in advance of construction may be necessary. Prepare consultation document to complete with section 106 of the National Historic Preservation Act. Document findings in CATEX.

- c. Based on the consultations with agencies, including Guam Environmental Protection Agency, assess the project site for water quality impacts and Storm Drainage Disposal System impacts during the construction phase and beyond. Develop mitigation measures for potential construction impacts (e.g., air, water, noise, vibration, construction staging, and maintenance of traffic) resulting from the proposed project, and report the findings in the CATEX.

- d. Provide materials to support a public meeting, including handouts, boards, and

Power Point if required.

**Deliverables:**

- a. Draft and Final letters to each of the agencies that document consultation, findings, and mitigation measures.
- b. Draft and final CATEX.

**3. Environmental Permits:** The Consultant shall prepare environmental permit applications and obtain approvals as required. Environmental permits anticipated for this project include but is not limited to;

- a. Guam EPA Section 401 permit
- b. Guam Coastal Zone Management Consistency Concurrence
- c. Guam Seashore Clearance Permit

**Deliverables:**

- a. Draft and Final approved permits.

**C. Design Phase**

The design phase consists of developing engineering plans, specifications, final cost estimates, and reports to address all aspects of the cemetery expansion project. In addition, a Project schedule shall be developed with a work breakdown schedule suitable to plan and monitor the various design activities. This Phase shall include:

**1. Basis of Design (BOD):** Provide an outline for the BOD to OVA-GU and all stakeholders for review and comment. As a minimum, the BOD shall include elements noted above in Investigation as follows:

- a. Provide design criteria and a list of regulatory codes and design standards.
- b. Include material and equipment lists
- c. Narrative on relying upon data and information and list of stakeholders.
- d. Provide a discussion on the geotechnical investigation.
- e. Summary of environmental process with a matrix identifying the required permits and current status.
- f. Provide narratives for Project schedule and preliminary engineering estimate.

**2. Design:** Prepare Design Drawings, Technical Specifications outline, list of Bid Quantities, Design Calculations, final Construction Cost estimate. Design Documents shall correspond to the Final Completed design, Specifications shall be prepared in Construction Specifications Institute (CSI) Master Format (2016) format. The Cost Estimate shall use a Word Breakdown Structure (WBS) corresponding to the Bid Quantities, with appropriate contingencies per discussion with OVA-GU.

**Deliverables**

- a. Basis of Design
- b. Final design (100%) Documents.

**III. PICTURES/REFERENCES**









