

**LAYON LANDFILL CONSTRUCTION OF
CELL 3**

PROJECT NO. GSWA003-18

BID DOCUMENTS

September 2018

Prepared For:

Receiver – Gershman, Brickner & Bratton, Inc.

On Behalf of Guam Solid Waste Authority

Pursuant to the Order of the United States District Court of Guam

www.guamsolidwastereceiver.org

**LAYON LANDFILL CONSTRUCTION OF CELL 3
PROJECT NO. GSWA003-18**

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INVITATION FOR BID

Gershman, Brickner & Bratton, Inc. (GBB) in its capacity as Receiver for the Guam Solid Waste Authority (GSWA), pursuant to the Order of the United States District Court of Guam, is soliciting bids for the construction of **LAYON LANDFILL CONSTRUCTION OF CELL 3, PROJECT NO. GSWA003-18.**

Sealed bids in duplicate will be received and time stamped at the Guam Solid Waste Authority Building, 2nd Floor Office, 542 N. Marine Corps Dr., Tamuning, Guam, 96913 until 2:00 pm on October 26, 2018 local Guam time. Bids will be publicly opened and read aloud shortly afterwards at the same location.

Contract time is Five Hundred Seventy-Five (575) calendar days. All bids must be accompanied by a bid security in the amount of 15% of the total bid amount. Bid security may be a bid bond, certified check or cashier's check made payable to the Guam Solid Waste Authority. Electronic copies of the invitation for bid documents provided on USB drives can be obtained from the **Guam Solid Waste Authority, 2nd Floor Office, Guam Solid Waste Authority Building, 542 N. Marine Corps Dr., Tamuning, Guam, 96913** commencing on September 17, 2018. Invitation for bid documents will be issued in electronic form only, no hard copies.

All Bidders are notified that the Government 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 Government reserves the right to reject any or all bids and to waive any imperfection in a bid in the interest of the Government of Guam.

A pre-bid conference will be held on September 26, 2018 at 10:00 a.m. local Guam time, Guam Solid Waste Authority, 2nd Floor Office, Guam Solid Waste Authority Building, 542 N. Marine Corps Dr., Tamuning, Guam, 96913. The prospective bidders will need to contact GSWA Customer Service, Guam Solid Waste Authority Building, 542 N. Marine Corps Dr., Tamuning, Guam, 96913 prior to 10:00 a.m. for the exact location. A field trip to the Project site, to allow prospective Bidders to familiarize themselves with the Project's site conditions, will be conducted immediately after the pre-bid conference. It is recommended that the Bidder attend the field trip. A representative for a prospective Bidder is recommended, but not required, to be present at either the pre-bid conference or the field trip to the Project site. The representative of the Bidder must be an employee of the Bidder or a person who has written authorization from the Bidder to represent the Bidder at the pre-bid conference and the field trip. The Bidder can be represented at the pre-bid conference by one of its employees via telephone. The Bidder must notify the Receiver at least two working days before the pre-bid conference they will be represented via telephone. The Bidder will be given a phone number and access code to call into the pre-bid conference. However, the field trip to the Project site must be physically attended by a representative of the Bidder. **Bidder attendance at either the pre-bid conference or the field trip according to this Invitation for Bid is not mandatory.** It is only recommended that the Bidder attend the pre-bid conference and a field trip to be adequately informed of the Contract requirements and project site conditions to prepare their bid. If bidders would like to visit the project site during the bid period, it is required they coordinate with the GSWA office prior to the visit.

All official correspondences should be in writing addressed to the Contracting Officer and sent to the **Guam Solid Waste Authority, 2nd Floor Office, 542 N. Marine Corps Dr., Tamuning, Guam, 96913, or by email to Ms. Alicia Fejeran at alicia.gswa@gmail.com.**

For further information, you can go to www.guamsolidwasteauthority.org

or www.guamsolidwastereceiver.org or contact Chris Lund (GBB) at clund@gbbinc.com, 703-853-7806 or Jecelia Llegado (GHD) at 671-472-6792.

INSTRUCTIONS TO BIDDERS

1.0 RECEIPT AND OPENING OF BIDS

Sealed bids in duplicate for the **LAYON LANDFILL CONSTRUCTION OF CELL 3, PROJECT NO. GSWA003-18**, will be received and time stamped by the Receiver – Gershman, Brickner & Bratton, Inc., in its capacity as Receiver for the Guam Solid Waste Authority, pursuant to the Order of the United States District Court of Guam at the **Guam Solid Waste Authority, 2nd Floor Office, 542 N. Marine Corps Dr., Tamuning, Guam, 96913** until 2:00 pm on October 26, 2018 local Guam time. Bids will be publicly opened and read aloud shortly afterwards at the same location.

Bids shall be made on the forms furnished by the Government and shall be enclosed in a sealed envelope addressed to the Receiver – Gershman, Brickner & Bratton, Inc. and endorsed with the name of the Bidder and the title **“LAYON LANDFILL CONSTRUCTION OF CELL 3, PROJECT NO. GSWA003-18”**

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within ninety (90) calendar days after the actual date of the opening thereof.

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

2.0 TIME OF COMPLETION

The Contractor shall commence work on or before the date specified in the Notice to Proceed. **The Project shall be completed within Five Hundred Seventy- Five (575) consecutive calendar days, complete and ready for use.** In the event the Contractor does not complete the Work within the time specified, liquidated damages will be assessed as stated in Section 5 of the Special Provisions.

3.0 CONTRACT DOCUMENTS

It is hereby mutually agreed that the following list of Instruments, Plans, Specifications and Documents which are attached hereto, bound herewith or incorporated herein by reference, shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidence and constitute the Contract between the Parties hereto and unless otherwise noted as “For Information Only” they are as fully a part of the Contract as if they were set out verbatim and in full herein and are designated as follows.

1. Invitation for Bid
2. Instructions to Bidders
3. Bid Form
4. Bid Bond

5. Bid Schedule of Values
6. Affidavit Disclosing Ownership and Commissions
7. Affidavit re Non-Collusion
8. Affidavit re No Gratuities or Kickbacks
9. Affidavit re Ethical Standards
10. Declaration re Compliance with U.S. DOL Wage Determination
11. Affidavit re Contingent Fees
12. Certification of Non-Segregated Facilities
13. Bidder's Statement on Previous Contracts Subject to EEO Clause
14. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
15. Draft Formal Contract
16. Performance and Payment Bond
17. Special Provisions
18. General Conditions
19. General Scope of Work
20. Prevailing Wage Rates
21. Technical Specifications
22. Construction Plans
23. Environmental Protection Plan & Stormwater Pollution Prevention Plan
24. Geotechnical Soils Report
25. Addenda

Four (4) sets of drawings and specifications will be furnished to the successful Bidder without additional charge.

4.0 PREPARATION OF BID

The Bidder must submit his bid on the forms furnished by the Government or copies thereof, and forms where required, shall be signed in ink. All blank spaces in the bid forms must be correctly filled in where indicated and the Bidder must state the prices in words and numerals for which he proposes to do each item of the Work contemplated or furnish each item of the materials required. In case of conflict between words and numerals, the words, unless obviously incorrect, will govern.

Erasures or other changes in a bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the bid or irregularities, which are not deemed minor informalities, may be rejected by the Government as being incomplete.

The Bidder shall sign his bid in the blank space provided. If this bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be shown, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners, and if made by a corporation, it must be acknowledged by one of the authorized officers thereof. If this bid is made by a limited liability company (LLC) or liability company (LC), the name and address of the LLC or LC shall be shown, together with the names and addresses of the partners or officers. If the bid is made by a LLC or LC, it must be acknowledged by one of the authorized principals thereof.

5.0 BID SECURITY

Each bid must be accompanied by a deposit in the amount of not less than fifteen percent (15%) of the total amount bid. Such deposit may be in the form of a bid bond, cashier's check or certified check made payable to the Guam Solid Waste Authority. Such checks or bid bonds will be returned to all except the three lowest Bidders within ten (10) working days after the opening of bids. The remaining checks or bid bonds will be returned promptly after the contract has been awarded and the Contract is executed. If no award has been made within 90 calendar days after the date of the opening of bids, the check or bid bond, will be returned upon demand of the Bidder, so long as the bidder has not been notified of the acceptance of its bid. Should the successful Bidder fail or refuse to execute and deliver the Contract, performance and payment bond, insurance policies, Guam Contractor's license, and Guam Business license required within **fifteen (15) calendar days** after acceptance of the bid, bidder shall forfeit to the Government of Guam as liquidated damages for such failure or refusal, the security deposited with the bid.

If a bid bond is used as Bid Security, the surety company executing the bid bond must appear on the U.S. Treasury's most current list Circular 570 and be authorized to transact business on Guam.

6.0 STATEMENT OF NON-COLLUSION

The bidder must represent that its offer is genuine and not a sham and that the bid is not in collusion with others, and that the bidder has not colluded, conspired, connived or agreed, directly or indirectly with any other person or bidder to put in a sham proposal, or to fix the cost of the contract, or to secure any advantage against the Government or any person interested in the contract. A form of affidavit for this purpose is attached to this IFB. All bidders must submit the affidavit.

7.0 RIGHT TO ACCEPT AND REJECT BIDS

The Government reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept that bid or combination of bids, if any, which in its sole and absolute judgment will under all circumstances best serve the Government's interests. In the event that the successful Bidder fails to execute the Contract upon his part or to furnish satisfactory surety upon the Performance and Payment Bond and insurance policies, the Government, after declaring forfeited the Bid Security reserves the option to accept the bid of the next lowest Bidder within ten (10) calendar days from such default, in which case such acceptance shall have the same effect as to such Bidder as though he was the originally successful Bidder.

8.0 METHOD OF AWARD

Bidding procedure involving only a BASE BID:

If the base bid is within the amount of funds available to finance the construction Contract, Contract award will be made to that responsible, responsive Bidder submitting the low base bid.

9.0 COMPETENCY OF BIDDERS

The Bidder shall present satisfactory evidence that he has sufficient experience and he is fully prepared with necessary capital, material, machinery and skilled workmen and supervision staff to carry out the Contract satisfactorily.

Accordingly, the Bidder must submit for review the following information. Forms similar to the attached Bidder Qualification Forms can be used. The Contracting Officer reserves the right to investigate the information submitted, as is deemed necessary, before a Contract is awarded.

- a) Experience on similar work.
- b) Past performance of firm in accomplishing projects in agreed time.
- c) Availability of plant, machinery and other equipment necessary for work.
- d) Quality of work presently performed for Government of Guam, federal, and private projects.
- e) Contractor's diligence in carrying out responsibility.
- f) Record of good owner-contractor relationship.
- g) Previous record of bids qualification.
- h) Quality of supervisory personnel and areas of their performance.
- i) Record of past performance of contracts including record of default and nonpayment of obligations.
- j) Financial resources.

Financial resources report shall be dated not more than six (6) months prior to bid opening, must be prepared by a certified accountant and shall contain at least the following information:

- 1) Total Assets
- 2) Total Liabilities
- 3) Total Current Assets
- 4) Total Current Liabilities
- 5) Bonding Capability
- 6) Financial Statements including Balance Sheets and Income Statements for Last Two Years

10.0 MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the Government may require, to revise the specifications or drawings or both prior to the date set for opening bids. Such revisions, if any, will be announced by an addendum or addenda to this Invitation for Bid. If the addenda are of a nature which requires material changes in quantities or prices to be bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable Bidders to revise their bids. In such cases, the addendum will include an announcement of the new date for opening bids.

11.0 REPRESENTATION REGARDING GRATUITIES AND KICKBACKS

The Bidder, Offeror or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Section 11107 (Gratuities and Kickbacks) of the Guam Procurement Regulations (found at Title 2 Guam

Administrative Regulations, Division 4). A form of affidavit for this purpose is attached to this IFB. All bidders must submit the form with their bid.

12.0 REPRESENTATION REGARDING ETHICAL STANDARDS FOR GOVERNMENT EMPLOYEES AND FORMER GOVERNMENT EMPLOYEES

The Bidder, Offeror or Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards set forth in Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act. A form of affidavit for this purpose is attached to this IFB. All bidders must submit the form with their bid.

13.0 DISCLOSURE OF MAJOR SHAREHOLDERS AND COMMISSIONS

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

14.0 CONTINGENT FEES

The bidder must represent, pursuant to 2 GAR Division 4 § 11108(f) and § 11108(h), that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure a contract with the government; nor has it 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. An affidavit for this purpose is attached to this IFB. All bidders must submit the affidavit with their bids.

15.0 SUBCONTRACTORS

The Bidder is specifically advised that any person, firm, or other party to whom it proposes to award a subcontract under the Contract must be acceptable to the Contracting Officer and shall be required to submit all documentation as specified in the Contract Documents. A list of the proposed subcontractors and the work they are to perform must be submitted with the bid documents at the

bid opening. Additionally, the subcontractors must not have current contracts with the Government of Guam or the Receiver (at the time the bid is submitted) that indicate they are significantly behind on their contract schedule to complete their work. All subcontractors are subject to approval by the Receiver. Additional information regarding the subcontractors may be required after the bid opening. Subcontractors that do not meet the minimum qualifications set forth in this IFB will be grounds for determination of a nonresponsive bid and cause for rejection of the bid.

16.0 METHOD OF BIDDING

This Contract will be solicited with a unit-price quantity bid.

17.0 CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the services required and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out his Work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

18.0 OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the Project site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to inspect the Project site, or examine any Contract form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his bid.

19.0 REJECTION OF BIDS

Any one or more of the following causes may be considered as sufficient for the rejection of a bid from a Qualified Bidder. The following causes are not the exclusive list of causes for rejection of a bid.

- (a) More than one bid for the same Work from an individual, firm, partnership, limited liability company, liability company or corporation under the same or different names.
- (b) Unbalanced Bid Schedule of Values in which the prices for some items are out of proportion to the prices for other items.
- (c) Lack of competency of the contractor or subcontractors as revealed by the financial statements, experience, plant and equipment statements or other information submitted as required by Section 9.0 Competency of Bidders.
- (d) Lack of responsibility of the subcontractors as shown by past work judged from the standpoint of workmanship and progress.
- (e) Failure to submit the required Bid Security.

20.0 TELEGRAPHIC MODIFICATION

Any Bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Government prior to the closing time, and, provided further, the Government is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Government until the sealed bid is opened. If written confirmation is not received within two calendar days from the closing time, no consideration will be given to the telegraphic modification.

21.0 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

22.0 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally, and if any Bidder receives any oral interpretation from any Government employee or its representative, the oral interpretation may not be relied upon as an official statement or intention of the Government regardless of who made the statement.

Every request for any interpretation should be in writing addressed to the Contracting Officer and sent to the **Guam Solid Waste Authority, 2nd Floor Office, 542 N. Marine Corps Dr., Tamuning, Guam, 96913**, or by email to Ms. Alicia Fejeran at alicia.gswa@gmail.com.

In order to be given consideration, any request for interpretation must be received by the Government at least ten working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will either be mailed by certified mail with return receipt requested to all Parties who paid for and picked up the Invitation for Bid and bid documents (at the respective addresses furnished for such purposes) or sent via facsimile or e-mail to the number or e-mail address provided to the Government at the time the Bidder picked up the Invitation for Bid. **Such responses shall be sent to Bidders not less than five working days prior to the date fixed for the opening of bids.** Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall automatically become part of the Contract Documents, whether expressly set forth in the Contract or not.

23.0 LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and territorial laws, regulations, rules, licensure requirements, and permit requirements of all authorities having jurisdiction over this Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract and performance thereunder the same as though herein written out in full. Failure on the part of any Bidder to become aware of the applicable laws, rules, regulations, permits and licensure requirements shall not relieve the Bidder to meet such requirements and performance under the Contract if so awarded to the Bidder.

24.0 CONFIDENTIAL INFORMATION IN BIDS

If a Bidder considers any information submitted in its bid to be confidential, then the Bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, then the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any Bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a Bidder's request, then the Government will inform the Bidder, in the decision, which portions of the material requested by the Bidder to be kept confidential, will be subject to public disclosure. The Government will also inform the Bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.

QUALIFICATIONS

A. CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS

Submitted to: _____

Name of Project: _____

Submitted by: _____

(Name of Firm)

1. TYPE OF FIRM:

Corporation Partnership Sole Proprietorship
 Limited Liability Company Liability Company

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

2. OFFICERS, PARTNERS, PRINCIPALS OR OWNERS & CONSTRUCTION EXPERIENCE:

<u>Name:</u>	<u>Title:</u>	<u>Years. Experience in Classification Work Listed:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. FOR FIRMS THAT INTEND TO MAKE A BID AS PART OF A JOINT VENTURE:

- a. Date of commencement of joint venture. _____
- b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture	Role

B. PREVIOUS PROJECT EXPERIENCE:

1. TYPICAL CONTRACTS COMPLETED DURING LAST FIVE YEARS:

Year	Name of Project	Architect/Engineer	Contract Amount	Reference Name & Contact

2. PERSONNEL EXPERIENCE

Provide detailed resumes for all proposed Project Managers, Superintendents, Safety Personnel, and Field Superintendents for each discipline.

3. SAFETY

List your firm's Experience Modification Rate (EMR) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year:

Previous year:

Year prior to previous year:

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

4. COMMENDATIONS & AWARDS

List any commendations and awards received related to successful project completion or safety related.

C. CAPACITY TO PERFORM:

1. TYPE OF LICENSES (for each Classification of Work):

Type of License (provide copies or intent to obtain prior to award):
 A B C

Other (Please Specify): _____

2. CLASSIFICATION OF WORK WITH OWN FORCES (List trades, attach additional information if desired):

3. NUMBER OF PERSONNEL IN ORGANIZATION:

Administrative: _____ Engineering: _____ Office: _____
 Shop: _____ Field: _____ Other: _____

NUMBER OF ORGANIZATION PERSONNEL INTENDED FOR THIS PROJECT :

Administrative: _____ Engineering: _____ Office: _____
 Shop: _____ Field: _____ Other: _____

4. LIST OF CURRENT EQUIPMENT OWNED BY YOUR FIRM AND INTENDED EQUIPMENT TO BE LEASED FOR THE PROJECT:

DESCRIPTION OF OWNED EQUIPMENT	MAKE/MODEL	YEAR
DESCRIPTION OF INTENDED LEASED EQUIPMENT	MAKE/MODEL	YEAR

Attach additional sheets if necessary.

D. FINANCIAL STANDING & LEGAL HISTORY:

1. FINANCIAL REPORTING:

The Financial Statement shall be dated not more than twelve (12) months prior to bid opening, must be prepared by a certified accountant and shall contain at least the following information:

Current Assets	\$ _____
Fixed Assets (Depreciated)	\$ _____
Other Assets	\$ _____
TOTAL ASSETS	\$ _____
Current Liabilities	\$ _____
Long Term Liabilities	\$ _____

TOTAL LIABILITIES \$ _____

NET WORTH \$ _____

Date of Latest Balance Sheet: _____

Prepared by: _____
(a Certified Public Accountant, and available on request)

Dated at: _____ am/pm, this _____ day of _____, 20____.

2. FINANCIAL & SURETY REFERENCES (must be listed in the Department of the Treasury's Listing of Approved Sureties, Department Circular 570).

Bank(s) Maintaining Account(s):	Contact Name:	Phone No.:
_____	_____	_____
_____	_____	_____
_____	_____	_____

Surety/Underwriter:	_____	_____
_____	_____	_____

Contractors must attach a notarized statement from a surety insurer listed in the most current version of the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570) and authorized to issue bonds in the Territory of Guam that states that your current bonding capacity is sufficient for the project and that they will issue performance and payment bonds within 15 calendar days of acceptance of the bid. NOTE: The Notarized statement must be from the surety company, not an agent or broker, and the actual payment and performance bonds need to be based on the actual bid amount submitted.

3. AVERAGE ANNUAL BILLING FOR LAST FIVE YEARS: \$ _____

4. TOTAL WORK IN PROGRESS AND UNDER CONTRACT: \$ _____

5. LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS A CANDIDATE FOR CONTRACT AWARD:

6. HAS YOUR CONTRACTOR'S LICENSE BEEN REVOKED AT ANY TIME IN THE LAST FIVE YEARS? Yes No

7. HAS A SURETY FIRM COMPLETED A CONTRACT ON YOUR BEHALF, OR PAID FOR COMPLETION BECAUSE YOUR FIRM WAS DEFAULT TERMINATED BY THE PROJECT OWNER WITHIN THE LAST FIVE (5) YEARS? Yes No

8. AT THE TIME OF SUBMITTING THIS QUALIFICATION FORM, IS YOUR FIRM INELIGIBLE TO BID ON OR BE AWARDED A PUBLIC WORKS CONTRACT, OR PERFORM AS A SUBCONTRACTOR ON A PUBLIC WORKS CONTRACT, THROUGH THE U.S. FEDERAL GOVERNMENT OR GOVERNMENT OF GUAM? Yes No

IF THE ANSWER IS "YES," STATE THE BEGINNING AND ENDING DATES OF THE PERIOD OF DEBARMENT:

Begin: _____ End: _____

9. AT ANY TIME DURING THE LAST FIVE YEARS, HAS YOUR FIRM, OR ANY OF ITS OWNERS OR OFFICERS BEEN CONVICTED OF A CRIME INVOLVING THE AWARDED OF A CONTRACT OF A GOVERNMENT CONSTRUCTION PROJECT, OR THE BIDDING OR PERFORMANCE OF A GOVERNMENT CONTRACT? Yes No

10. HAVE YOU AT ANY TIME FAILED TO COMPLETE A CONTRACT? Yes No

11. ARE THERE ANY JUDGMENTS, CLAIMS OR SUITS PENDING OR OUTSTANDING AGAINST YOU? Yes No

IF THE ANSWER TO EITHER QUESTION IS YES, SUBMIT DETAILS ON SEPARATE SHEET.

12. LIST ALL LAWSUITS YOUR FIRM HAS FILED, OR WHICH YOUR FIRM IS A DEFENDANT, IN RELATION TO CONSTRUCTION CONTRACTS IN THE LAST FIVE YEARS:

13. AT ANY TIME IN THE LAST FIVE YEARS HAS YOUR FIRM BEEN ASSESSED AND PAID LIQUIDATED DAMAGES AFTER COMPLETION OF A PROJECT UNDER A CONSTRUCTION CONTRACT WITH EITHER A PUBLIC OR PRIVATE OWNER? Yes No

IF YES, EXPLAIN ON A SEPARATE SIGNED PAGE, IDENTIFYING ALL SUCH PROJECTS BY OWNER, OWNER'S ADDRESS, THE DATE OF COMPLETION OF THE PROJECT, AMOUNT OF LIQUIDATED DAMAGES ASSESSED AND ALL OTHER INFORMATION NECESSARY TO FULLY EXPLAIN THE ASSESSMENT OF LIQUIDATED DAMAGES.

14. HAS THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CITED AND ASSESSED PENALTIES AGAINST YOUR FIRM IN THE PAST FIVE YEARS? Yes No

IF "YES," ATTACH A SEPARATE SIGNED PAGE DESCRIBING EACH CITATION.

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

15. HAS THE EPA OR ANY LOCAL OR FEDERAL REGULATORY AGENCY CITED AND ASSESSED PENALTIES AGAINST EITHER YOUR FIRM OR THE OWNER OF A PROJECT ON WHICH YOUR FIRM WAS THE CONTRACTOR, IN THE PAST FIVE YEARS? Yes No

IF "YES," ATTACH A SEPARATE SIGNED PAGE DESCRIBING EACH CITATION.

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

E. AUTHORIZATION TO OBTAIN ADDITIONAL INFORMATION:

Pursuant to information for prospective Bidders for the above mentioned proposed Project, the Bidder is submitting the information as required with the understanding that it is for the Government's use only to assist in determining the qualifications of this organization to perform the type and magnitude of work included, and further, guarantees the truth and accuracy of all statements herein made. The surety herein named, any other bonding company, bank, subcontractor, supplier, or any other persons, firms or corporations with whom we have done business, or who have extended any credit to us are hereby authorized to furnish you with any information you may request concerning our organization, including, but not limited to, information concerning performance on previous work or credit standing with any of them. We hereby release any and all such parties from any legal responsibility whatsoever of having furnished such information to you.

Name of Organization: _____

By: _____

Title: _____

Date: _____, 20____

Attested to By: _____

Title: _____

BID FORM

Date: _____

To: Receiver – Gershman, Brickner & Bratton, Inc. in its capacity as Receiver for the Guam
Solid Waste Authority
Government of Guam
Tamuning, Guam 96913

Gentlemen:

The undersigned (hereafter called the Bidder), a _____
(Corporation, Partnership, LLC, or Individual)

organized and/or licensed to do business under the laws of the (State) (Territory) of _____,
hereby proposes and agrees to enter into a Contract with the Government of Guam, in the form
of the copy of the Contract, annexed hereto, and to furnish all the necessary labor, materials,
equipment, tools and services necessary for construction of the **LAYON LANDFILL
CONSTRUCTION OF CELL 3, PROJECT NO. GSWA003-18** all in accordance with the
Contract Documents prepared for the Department of Public Works, in Lump Sum for the sum of

_____ Dollars (\$) _____)
Lump Sum Price (In Words)

The Bidder has carefully examined the location of the proposed Work, the drawings, specifications
and other Contract Documents and is familiar with the local conditions at the place where the Work
is to be performed.

The Bid Security attached, without endorsement, in the sum of not less than fifteen percent (15%)
of the amount of the bid, is furnished to the Government as a guarantee that the Contract will be
executed and Bidder will furnish a Performance and Payment Bond, insurance policies, and other
documents as may be specified in the bidding or Contract Documents within fifteen (15) calendar
days after the acceptance of the bid of the Bidder. In the event that the Bidder shall fail to execute
the Contract and furnish a satisfactory Performance and Payment Bond, insurance policies, and
other documents as may be specified in the bidding or Contract Documents under the conditions
and within the time specified in the Contract Documents, the Bid Security shall be forfeited as
liquidated damages for the delay and additional work and costs caused thereby in obtaining another
Bidder, said being beforehand determined as being reasonable and containing no penalties.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the Bidder within
ninety (90) calendar days after the opening thereof, the Bidder agrees to execute the form of
Contract included as one of the Contract Documents, to furnish a Performance and Payment Bond
in an amount equal to one hundred percent (100%) of the total Contract amount, and furnish
insurance policies, and other documents as may be specified in the bidding or Contract Documents
all within fifteen (15) calendar days after receipt of such notice.

It is understood that the Bid Schedule of Values is intended principally to serve as a guide in

determining and comparing the bids. It is further understood that the Government of Guam reserves the right to increase or decrease any amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Contracting Officer, and that the cost for all increased or decreased quantities of work shall be adjusted as provided for in the specifications.

If awarded the Contract, the Bidder agrees that he shall begin the Work on or before the date he is notified to commence with the Work, which date is indicated in the Notice to Proceed, and shall complete the Work within the Contract time stipulated in the Contract. The undersigned agrees shall finish the entire Project within the time prescribed.

The Bidder understands that the Government reserves the right to reject any or all bids or to waive any informality or technicality in any bids when in its opinion such rejection or waiver will be in the best interest of the Government.

Attached hereto is an affidavit in proof that the Bidder has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bids for the Contract for which this bid is submitted.

Receipt is hereby acknowledged and complete examination is hereby expressly guaranteed of the following listed items:

1. Invitation for Bid
2. Instructions to Bidders
3. Bid Form
4. Bid Bond
5. Bid Schedule of Values
6. Affidavit Disclosing Ownership and Commissions
7. Affidavit re Non-Collusion
8. Affidavit re No Gratuities or Kickbacks
9. Affidavit re Ethical Standards
10. Declaration re Compliance with U. S. DOL Wage Determination
11. Affidavit re Contingent Fees
12. Certification of Non-Segregated Facilities
13. Bidder's Statement on Previous Contracts Subject to EEO Clause
14. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
15. Formal Contract
16. Performance and Payment Bond
17. Special Provisions
18. General Conditions
19. General Scope of Work
20. Prevailing Wage Rates
21. Technical Specifications and Attachments
22. Plans
23. Environmental Protection with Erosion Control Plan
24. Stormwater Pollution Prevention Plan

Accompanying this Bid Form as the Bid Security is:
(Check whichever is applicable)

- Bid Bond
- Cashier's Check
- Certified Check

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	DATED
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned hereby certifies that the bid prices contained in the Bid Form and Bid Schedule of Values have been carefully checked and are submitted as correct and final.

NAME: _____
(Name of Corporation, Partnership, LLC, LC or Individual)

TITLE: _____
(Title of Authorized Representative)

SIGNATURE(S): _____
(Signature of Bidder)

NOTE:

If Bidder is a CORPORATION, the legal name of the corporation shall be set forth above, together with the signature(s) of the Officer(s) authorized to sign contracts on behalf of the corporation. Please attach to this page evidence of the authority of the Officer(s) to sign on behalf of the corporation.

If Bidder is a PARTNERSHIP, the true name of the firm shall be set forth above, together with the signature(s) of the partner(s) authorized to sign on behalf of the partnership.

If Bidder is a LIMITED LIABILITY COMPANY, the true name of the firm shall be set forth above, together with the signature(s) of the principal(s) authorized to sign on behalf of the company.

If Bidder is an INDIVIDUAL, his signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or member of a partnership, a POWER OF ATTORNEY must be on file with the Government of Guam prior to the opening of bid or submitted with the bid; otherwise, the bid may be rejected as irregular and unauthorized.

Business Address _____

Business Telephone _____

Dated _____, 20__.

BOND NO. _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

(Name of Contractor)

as Principal, hereinafter called the Principal and

(Name of Surety)

a duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety, are held and firmly bound unto the Government of Guam for the sum of _____ Dollars

(\$ _____), for payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the **LAYON LANDFILL CONSTRUCTION OF CELL 3, PROJECT NO. GSWA003-18**

NOW THEREFORE, if the Government of Guam shall accept the bid of the Principal and the Principal shall not withdraw said bid within ninety (90) calendar days after the opening of bids, and shall within fifteen (15) calendar days after the prescribed forms are presented to him for signature, enter into a Contract with the Government of Guam in accordance with the terms of such bid and give such bond or bonds, insurance policies, and other documents as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds and insurance policies, if the Principal shall pay to the Government of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Government of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this ____ day of _____, 20__.

(PRINCIPAL) (SEAL)
By:

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

Countersigned by:

(RESIDENT GENERAL AGENT)

BID SCHEDULE OF VALUES
LAYON LANDFILL CONSTRUCTION OF CELL 3,
PROJECT NO. GSWA003-18

The method of payment for this contract will be based on lump sum except for initial submission of Bid Item 4.1 Excavation and 4.2 Stockpiling which are based on cubic yards, and the volumes are subject to verification in the Preconstruction Survey noted in Section 1025 Measurement & Payment. After completion of the Preconstruction Survey the Estimated Total Cost for Bid Items 4.1 and 4.2 will be modified by multiplying the unit rate by the new quantities and will be paid for as lump sum items.

The total lump sum and unit prices will include compensation for all labor, materials, equipment and any other items required to complete the work as shown in the plans and specifications. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between Contractor and Receiver. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by the Receiver.

Bid Item	Description	Unit	Quantity	Unit Cost	Estimated Total Cost
1	Mobilization and Demobilization	LS	1		\$ -
2	Bonding and Insurance	%	3		\$ -
3	Surveying	LS	1		\$ -
4.0	Project Construction	LS	1		\$ -
4.1	Excavation	CY			\$ -
4.2	Stockpiling	CY			\$ -
Total					\$ -

Notes:

1. This Bid Schedule of Values is intended principally to serve as a guide in evaluating and comparing the bids. The Bidder awarded the Contract shall prepare a detailed Schedule of Values based on their own estimate of quantities for the purpose of progress billings. Any deviation between the actual quantities and the Contractor's estimated quantities shall be prorated and adjusted into the first progress payment after the discrepancy is determined, at no additional cost to the project. Any cost associated with an increase in quantities from the Contractor's estimate shall be the sole responsibility of the Contractor.
2. The Bidder shall prepare its own detailed estimate to correspond to the required scope of work and quantities for all work required to complete the Project, based on the Contract plans, specifications, and documents; and subject to review by the Receiver.
3. Contractor shall submit, along with this Bid Schedule of Values, his and his major subcontractor(s) standard rates for employees, equipment, overhead, profit, etc. These standard rates shall be used for negotiating any Change Orders that may arise.
4. All items of work required to complete the items listed in the Bid Schedule of Values shall include Contractor's overhead, profit, taxes, and any and all other non-listed expenses required to complete the work.

AFFIDAVIT 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 venturers 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 _____, 201____.

 NOTARY PUBLIC
 My commission expires: _____

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

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
 ISLAND OF GUAM)

_____, [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 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 _____, 201____.

 NOTARY PUBLIC
 My commission expires: _____

AFFIDAVIT re ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

Subscribed and sworn to before me
this _____ day of _____, 201____.

NOTARY PUBLIC
My commission expires
_____.

DECLARATION re COMPLIANCE with U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury:**

(1) That I am _____ [*please select one: the offeror, a partner of the offeror, an officer of the offeror*] making the bid or proposal in the foregoing identified procurement;

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

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service 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 contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a 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 a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [*INSTRUCTIONS-Please attach!*]

Signature

AG Procurement Form 006 (Feb. 16, 2010)

CERTIFICATION OF NON-SEGREGATED FACILITIES

This is to certify that _____, the Bidder for **LAYON LANDFILL CONSTRUCTION OF CELL 3, PROJECT NO. GSWA003-18**, does not maintain or provide for his employees any segregated facilities at any of his establishments, and does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "**Segregated Facilities**" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, lots, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications in duplicate from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractor(s) prior to the award of subcontract exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain the duplicate of such certification in his files. The subcontractor shall include the original in his Bid Package.

Name and Title of Signer

Signature

Date

**BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE**

**LAYON LANDFILL CONSTRUCTION OF CELL 3
PROJECT NO. GSWA003-18**

The Bidder shall complete the following statement by checking the appropriate boxes.

The Bidder has ___ has not ___ participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by the Executive Order 11246, as amended, of September 24, 1965.

The Bidder has ___ has not ___ submitted all compliance reports in connection with any such contract or subcontract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract or subcontract subject to the equal opportunity clauses and has not submitted compliance reports due under the applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO - 100 I" prior to award of the Contract.

Certification - The information above is true and complete to the best of my knowledge and belief.

Bidder

Name and Title

Signature

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

**LAYON LANDFILL CONSTRUCTION OF CELL 3
PROJECT NO. GSWA003-18**

The Bidder certifies, by submission of this bid proposal or acceptance of this Contract, 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 federal or Government of Guam department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this bid proposal.

Bidder

Name and Title

Signature

Date

CONTRACT NO.

DRAFT FORMAL CONTRACT
***final may not be in exact form as provided below**

CONTRACT FOR:

LAYON LANDFILL CONSTRUCTION OF CELL 3

PROJECT NO. GSWA003-18

Contractor

Guam Solid Waste Authority,
an autonomous agency of the Government of Guam, as represented by
Gershman, Brickner & Bratton, Inc. in its capacity as Receiver for the Authority
542 N. Marine Corps Drive
Tamuning, Guam 96913

Contract for: **LAYON LANDFILL CONSTRUCTION OF CELL 3**

Project No. **GSWA003-18**

Amount: **\$**

Place: **Guam**

FORMAL CONTRACT

THIS AGREEMENT AND FORMAL CONTRACT ("Contract"), made and entered into this _____ day of _____, 2018, by and between the Guam Solid Waste Authority, an autonomous agency of the Government of Guam, as represented by Gershman, Brickner & Bratton, Inc. in its capacity as Receiver for the Authority executing this Contract, party of the first part, and _____, a corporation, partnership, limited liability company, liability company or sole proprietorship, hereinafter called the "Contractor", party of the second part, licensed to conduct business on Guam and having Guam Business License No. _____.

WITNESSETH, Whereas the Government intends to construct the **LAYON LANDFILL CONSTRUCTION OF CELL 3, PROJECT NO. GSWA003-18**, hereinafter called the "Project", in accordance with the drawings, specifications and other Contract Documents prepared by the Guam Solid Waste Authority.

NOW THEREFORE, the Government and Contractor for the considerations herein set forth and in other Contract Documents associated with the performance hereunder, 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 construction 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 Project shall be completed within Five Hundred Seventy-Five (575) calendar days, complete and ready for use.** In the event the Contractor does not complete the entire Work within the overall contract time specified, liquidated damages will also be assessed as stated in Section 5 of the Special Provisions.
- (b) Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Government.

II. THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, the **Contract amount of _____ Dollars (\$_____)** 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 the terms as stated in the General Conditions of the Contract, all in accordance with the terms as stated in the Contract Documents.

Progress payments will be made as specified in the General Conditions.

III. CONTRACT DOCUMENTS: It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the Contract Documents, all of which are made a part hereof, and collectively evidence and constitute the Contract between the parties hereto, and they are as fully a part of this Contract as if they were set out verbatim and in full herein, and are designated as follows:

1. Invitation for Bid
2. Instructions to Bidders
3. Bid Form
4. Bid Bond
5. Bid Schedule of Values
6. Affidavit Disclosing Ownership and Commissions
7. Affidavit re Non-Collusion
8. Affidavit re No Gratuities or Kickbacks
9. Affidavit re Ethical Standards
10. Declaration re Compliance with U.S. DOL Wage Determination
11. Affidavit re Contingent Fees
12. Certification of Non-Segregated Facilities
13. Bidder's Statement on Previous Contracts Subject to EEO Clause
14. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
15. Formal Contract
16. Performance and Payment Bond
17. Special Provisions
18. General Conditions
19. General Scope of Work
20. Prevailing Wage Rates
21. Technical Specifications
22. Construction Plans
23. Environmental Protection Plan & Stormwater Pollution Prevention Plan
24. Geotechnical Soils Report

An additional four (4) sets of drawings and specifications will be furnished to the successful Bidder without additional charge.

IV. LIQUIDATED DAMAGES: The Contractor further agrees to pay to the Government the **sum of Two Thousand Two Hundred Dollars (\$2,200)**, not as a penalty, but as a reasonable liquidated damages for breach of this Contract by the Contractor by his failing, neglecting or refusing to complete the work within the time herein specified under "Contract Time" and said sums shall be paid for each consecutive calendar day thereafter that the Contractor shall be in default after the time stipulated in the Contract for completing the work ready for use and/or operation.

V. 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 commissions 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.

VI. 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.

VII. MANDATORY DISPUTES RESOLUTION CLAUSE (2 GAR DIV. 4 § 9103(G)).

(1) The Government and the Contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then the Contractor shall request the Government in writing to issue a final decision within sixty days after receipt of the written request. If the Government does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as though the Government had issued a decision adverse to the Contractor.

(2) The Government shall immediately furnish a copy of the decision to the Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

(3) The Government's decision shall be final and conclusive, unless fraudulent or unless the Contractor appeals the decision.

(4) This subsection applies to appeals of the Government's decision on a dispute. For money owed by or to the Government under this Agreement, the Contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the Government or from the date when a decision should have been rendered. For all other claims by or against the Government arising under this Agreement, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the Government. Appeals to the Office of the Public Auditor must be made within sixty days of the Government's decision or from the date the decision should have been made.

(5) The Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

(6) The Contractor shall comply with the Government's decision and proceed diligently with performance of this Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Agreement, except where the Contractor claims a material breach of this Agreement by the Government. However, if the Government determines in writing that continuation of

services under this Agreement is essential to the public's health or safety, then the Contractor shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by the Government.

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

IX. 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 Contractor respectively and his partners, successors, assignees and legal representatives. Neither the Government nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the binding or works covered by this Contract, or the land upon which the same is situated.

X. INDEMNITY. Contractor agrees to indemnify, save harmless and defend the Government and Gershman, Brickner & Bratton, Inc. as Receiver and their respective officers, employees, agents, representatives, successors and assigns from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereof (including costs of defense, settlement and reasonable attorneys' fees), which they, individually or collectively, may incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, to the extent caused, in whole or in part, by a breach of any term, provision, representation or warranty of this Contract or any negligent act or omission or willful misconduct of the Contractor, or its officers, employees or agents, or subcontractors. This indemnification is not to be deemed as a waiver of any immunity, which may exist in any action against the Government.

XI. INSURANCE. Contractor shall place and maintain with responsible insurance carriers licensed on Guam, insurance as required under Section 4.11, Contractor's and Subcontractor's Insurance, of the General Conditions.

Furthermore:

- All insurance companies must have an A.M. Best Rating of A-6 or its equivalent or higher.
- The cancellation provision on all policies must provide ninety (90) calendar days notice of cancellation to the Government.
- The Government of Guam, Guam Solid Waste Authority, and Gershman, Brickner & Bratton, Inc. as Receiver must be shown as additional insured on the general liability, auto liability, and excess liability policies.
- Contractor must agree to waive all rights of subrogation against the Government of Guam, Guam Solid Waste Authority, Gershman, Brickner & Bratton, Inc. and their officers, officials, employees, and representatives from losses arising from work performed by the Contractor.

- Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970. Public Law 91-956, and any other laws that may apply to the Contract.
- Contractor, at a minimum, shall apply risk management practices accepted by Contractor's industry.
- The Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason its subcontractor(s) fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Contractor at Contractor's expense.
- The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.
- The Government, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by Government based upon changes in statutory law, court decision or the claims history of the industry as well as of the Contractor. The Government shall be required to provide prior notice of ninety (90) calendar days.

Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liability provisions of the Contract.

XII. GOVERNMENT NOT LIABLE. The Government and Receiver, and their respective officers, agents, employees, and representatives assume no liability for any accident or injury that may occur to the Contractor, Contractor's agents, subcontractors, employees, or to Contractor's property while on the job or otherwise en route to or from the job during any travel required by the terms of this agreement.

Government, and Receiver, and their respective officers, agents, employees, and representatives shall not be liable to Contractor for any work performed by the Contractor prior to the written and signed approval of this Contract and the Contractor hereby expressly waives any and all claims for service performed in expectation of this Contract prior to its signature.

XIII. NOTICES. All notices between the Parties shall be in writing and shall be deemed served when personally delivered or when deposited in the mail, registered or certified, first-class postage prepaid, addressed as follows, or sent via facsimile or e-mail to the number or e-mail address provided by the Contractor:

To: **CONTRACTING OFFICER:**

To: **CONTRACTOR:**

XIV. TERMINATION FOR CONVENIENCE.

(1) Termination. The Government may when its interest so requires, terminate this Contract in whole or in part, for the convenience of the Government. The Government shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when it is effective.

(2) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Government may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Government. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Work Product. Upon termination of the Contract for the convenience of the Government, Contractor shall deliver to the Government all documents and reports, plans, drawings, information and other material produced by Contractor or any of its subcontractors in connection with the performance of this Contract and title thereto. The Contractor shall protect and preserve property in its possession or in the possession of any of its subcontractors in which the Government has an interest.

(4) Compensation.

(a) The Contractor shall submit a termination claim specifying the amount due because of the termination for convenience together with cost or pricing data to the extent required by 2 G.A.R. Div. 4 §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Government may pay the Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Government and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by 2 G.A.R. Div. 4 §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the Government and the Contract price of the work not terminated.

(c) Absent complete agreement under Subparagraph (2) of this Paragraph, the Government shall pay the Contractor the following amounts, provided payments agreed to under Subparagraph (2) shall not duplicate payments under this Subparagraph:

- (i) Contract prices for services accepted under the Contract;
- (ii) Costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Contractor would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation

- shall be reduced to reflect the anticipated rate of loss;
- (iii) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (b) of this clause;
 - (iv) The reasonable settlement costs of the Contractor including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract for the termination and settlement of subcontracts hereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. Attorney's fees if for any reason it files suit against The Government must be paid by the Contractor. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the Contract price of work not terminated.

(d) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

XV. SEVERABLE PROVISIONS. If any provision of this Contract shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the Contract and the Contract shall be enforced according to its valid and subsisting terms and provisions. The terms of this Contract shall control in the event of any conflict between this Contract and any other document incorporated or referenced herein.

XVI. GOVERNING LAW AND VENUE. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, shall be governed by the laws of Guam. 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 Contract, except as otherwise may be provided by the Guam Procurement Law. The Contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

XVII. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT. All briefs, memoranda and other incidental Contractor work or materials furnished hereunder shall be and remain the property of the Government including all publication rights and copyright interests, and may be used by the Government without any additional cost to the Government.

XVIII. GENERAL COMPLIANCE WITH LAWS. The Contractor agrees that Contractor is to comply with all federal and territorial laws, rules, regulations and ordinances applicable to the work being performed hereunder.

XIX. ACCESS TO RECORDS AND OTHER REVIEW. The Contractor, including his subcontractors, if any, shall maintain copies of all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under the Contract, for inspection by the Government. All originals of any documents related to this Contract shall be provided to the Government as soon as possible, but not later than one day prior to the conclusion of this Contract. Each

subcontract by the Contractor pursuant to this Contract shall include a provision containing the conditions of this Section.

XX. GENERAL ETHICAL STANDARDS. With respect to this Contract and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

XXI. PROHIBITION AGAINST GRATUITIES AND KICKBACKS. With respect to this Contract and any other contract that the Contractor may have or wish to enter into with any government of Guam agency, the Contractor represents that he has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

XXII. RESTRICTION ON EMPLOYMENT OF SEX OFFENDERS. The Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of the Contractor relative to this Contract. If any person employed by the Contractor and providing services under this Contract is convicted subsequent to the Parties entering into this Contract, then the Contractor warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services under this Contract. If the Contractor is found to be in violation of any of the provisions of this paragraph, then the Government shall give notice to the Contractor to take corrective action. The Contractor shall take corrective action within twenty-four hours of notice from the Government, and the Contractor shall notify the Government when action has been taken. If the Contractor fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend this Contract temporarily.

XXIII. COMPLIANCE WITH APPLICABLE U. S. DEPARTMENT OF LABOR WAGE DETERMINATION PURSUANT TO 5 GCA §§ 5801 - 5805.

(a) Contractor agrees that at all times it shall pay its employees whose purpose, in whole or in part, is the direct delivery of services or construction, in accordance with the Wage Determination or Determinations applicable to this Contract, except that if the prevailing wages for construction issued by the Guam Department of Labor are more than the wages set out in the Wage Determination for construction on Guam, then the prevailing wages set by the Guam Department of Labor shall apply for construction wages.

(b) In addition to subsection (a) above, Contractor agrees that it shall pay said employees health and similar benefits having a minimum value as detailed in the Wage Determination, and shall provide or pay them a minimum of ten (10) paid holidays per employee.

(c) Contractor is advised that the Guam Department of Labor, or its successor, shall monitor compliance with the provisions of 5 GCA Article 13, Wage and Benefit Determination. The Director of the Guam Department of Labor, or that person's successor, shall investigate possible or reported violations of the provisions of the law, and shall forward such findings to Guam Solid Waste Authority. The Guam Department of Labor, or its successor, will promulgate rules and regulations, pursuant to the Administrative Adjudication Law, as needed, to ensure that equitable investigation of violations and the maintenance of due process, as well as the assessment of any monetary penalties in the event of a violation, and provide that

such monetary penalties shall be limited to assessment of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as all back wages and benefits due have been paid.

(d) In the event there is a violation in the process set forth in subsection (c) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Services Agency, or its successor, for a period of one (1) year. During the probationary status, a contractor will not be awarded any contract by any instrumentality of the Government of Guam. A contractor who has been placed on probationary status or who has been assessed a monetary penalty pursuant to 5 GCA Article 13 may appeal such penalty or probationary status to the Superior Court of Guam.

(e) Contractor, as a part of its proposal, has submitted a Declaration of Compliance with Wage Determination Laws.

(f) In the event there is a non-compliance by Contractor as determined in subsection (c) above, the non-compliance shall constitute grounds for default under this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Contract as of the day and year first written.

CONTRACTOR

FOR THE GOVERNMENT OF GUAM

David L. Manning, Receiver Representative

Receiver – Gershman, Brickner & Bratton, Inc. in its
capacity as Receiver for the Guam Solid Waste Authority

Date: _____

Date: _____

CERTIFIED FUNDS AVAILABLE:

Amount: \$ _____

David L. Manning, Receiver Representative

Receiver – Gershman, Brickner & Bratton, Inc. in its
capacity as Receiver for the Guam Solid Waste
Authority

Date: _____

CORPORATE CERTIFICATION AS TO AUTHORIZATION TO BIND

I, _____ certify that I am the Secretary of the corporation named as Contractor herein; that _____ who signed this Contract on behalf of the Contractor, was then _____ of said corporation by authority of said corporation of its governing body, and is within the scope of its corporate powers to bind said corporation to the terms and conditions of this Contract.

(CORPORATE SEAL)

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____

(Name of Contractor)

as Principal, hereinafter called the "Contractor", and _____

(Name of Surety)

a corporation or company duly organized under the laws of the State or Territory of _____ and authorized to transact business in Guam, as Surety, are held and firmly bound unto the Government of Guam, as Obligee, hereinafter called the "Government", for use and benefit of claimants as herein below defined, in the amount of _____ Dollars (\$_____) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written Contract dated _____, 2016 entered into a Contract with the Government for the **LAYON LANDFILL CONSTRUCTION OF CELL 3, PROJECT NO. GSWA003-18**, in accordance with Drawings, Specifications, and Contract Documents prepared for the Guam Solid Waste Authority, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. The Surety hereby waives notice of any alteration or extension of the time made by the Government provided the same is within the scope of the Contract.
- B. Whenever the Contractor shall be and is declared by the Government to be in default under the Contract, the Government having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly:
 - 1. Complete the Contract in accordance with its terms and conditions; or
 - 2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Government and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the Government, and make available as work progresses (even though there should be a default or a succession

of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph shall mean the total amount payable by the Government to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Government to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Government or successors of the Government.

- C. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- D. The above-named Contractor and Surety hereby jointly and severally agree with the Government that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Government shall not be liable for the payment of any costs or expenses of any such suit.
- E. No suit or action shall be commenced hereunder by any claimant:
 - 1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following:

The Contractor, the Government, or the Surety above named, within one hundred twenty (120) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor at any place the principal maintains an office or conducts its business.
 - 2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - 3. Other than in a court of competent jurisdiction in and for the Territory of Guam.

F. The amount of the payment bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS ____ day of _____, 20____, A.D.

IN THE PRESENCE OF:

(Note: If the Principals are Partners, each must execute the Bond)

(WITNESS)

(CONTRACTOR) (SEAL)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

(RESIDENT GENERAL AGENT)

SPECIAL PROVISIONS

1.0 GENERAL INTENTION:

It is the declared intention and meaning to construct the **LAYON LANDFILL CONSTRUCTION OF CELL 3, PROJECT NO. GSWA003-18**

2.0 BID:

The Contractor and each and every subcontractor shall read the General Conditions immediately following these Special Provisions, and by the act of submitting a bid, shall be deemed to have accepted all conditions contained therein.

3.0 STANDARDS:

The standards referenced in this specification (including addenda, amendments and errata listed) shall govern in all cases where the references thereto are made. Any difference between the referenced standards and its accompanying drawings shall be called to the attention of the Contracting Officer before proceeding with work affected thereby. In case of a discrepancy, the Contracting Officer shall resolve the discrepancy.

4.0 TIME FOR COMPLETION:

It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that the date of beginning, rate of progress and the time for completion of the Work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on or before the date to be specified in the Notice to Proceed (NTP) and continue until construction is **completed within five hundred seventy-five (575) calendar Days after issuance of the NTP**. Time is of the essence for this Contract.

5.0 LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that liquidated damages shall be assessed for each calendar day the Work remains incomplete beyond the Contract completion date. The Contractor further agrees to pay to the Government the **sum of Two Thousand Two Hundred Dollars (\$2,200.00)**, not as a penalty, but as a reasonable liquidated damages for breach of this Contract by the Contractor by his failing, neglecting or refusing to complete the Work within the time herein specified and said sums shall be paid for each consecutive calendar day thereafter that the Contractor shall be in default after the time stipulated in the Contract for completing the Work ready for use and/or operation

The said amount is fixed and agreed upon by and between the Contractor and the Government of Guam because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Government of Guam would in such event sustain, and said amounts shall be retained from time to time by the Government of Guam from current periodical payments to the Contractor.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the Work is due:

- a) to any preference, priority or allocation order duly issued by the Government of Guam; or
- b) to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or the public enemy, acts of the Government of Guam, acts or another contractor in the performance of a contract with the Government of Guam, fires, floods, epidemics, quarantine restrictions, strikes by others than the Contractor or his subcontractors, freight embargoes, and unusually severe weather; or
- c) to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

It is further provided that the Contractor shall, within seven (7) calendar Days from the beginning of delay, notify the Contracting Officer in writing of the causes of the delay who will ascertain the facts and extent of the delay and notify the Contractor within reasonable time of his decision in the matter.

Contractor must note that Guam by nature has frequent rainfall causing suspension of Work. Said suspensions shall not qualify for time extensions unless the weather is unusually severe, see Section 7.3, Climatic Conditions, of the General Conditions.

6.0 GUAM CONTRACTOR'S LICENSE AND GUAM BUSINESS LICENSE:

After the Notice of Award is issued to the successful Bidder, the Bidder must obtain a Guam Contractor's License and Guam Business License, if it does not already have such licenses, before the Contract can be signed. The licenses must be obtained within the time frames specified in the Contract Documents.

7.0 PAYMENT FOR CONSTRUCTION MANAGEMENT AND ARCHAEOLOGICAL SERVICES:

The Owner will pay for any Owner's inspection or construction management services beyond the normal, approved work hours. The Owner will pay for any Archaeological inspections or services required for the project.

8.0 ONGOING OPERATIONS:

During the entire construction period, ongoing GSWA landfill operations will continue unabated and therefore close coordination and sequencing of work is necessary to allow these operations to continue uninterrupted with safety for all workers primary and utmost consideration for the

Contractor. Contractor must observe and work all construction activity around the present landfill hours, unless otherwise requested and approved by GSWA.

9.0 SOIL EROSION CONTROL:

This work consists of furnishing, constructing, and maintaining permanent and temporary erosion and sediment control measures (a) as shown on the plans; (b) as required by the Guam EPA approved Environmental Protection Plan (EPP), Erosion Control Plan (ECP), and Stormwater Pollution Prevention Plan (SWPP); and/or (c) as ordered by the Contracting Officer during the life of the Contract to control water pollution, soil erosion and siltation through the use of berms, dikes, grasses, slope drains, drain inlet protection, silt fences, swale berms and other erosion control devices or methods.

The Contracting Officer shall submit the EPP, ECP, and SWPP to Guam EPA for review and approval at the time of applying for the building permit. The Contractor shall take ownership of these documents after award of the Contract and shall be responsible for fully implementing them and for any proposed or required modifications.

GENERAL CONDITIONS

1.0 DEFINITIONS

1.1 BID SECURITY: The security, as designated in the Instructions to Bidders or in the Proposal form, furnished with the Proposal by the Bidder as a guaranty that he will enter into Contract and furnish a Performance and Payment Bond and insurance policies as required for the Contract to be awarded to him.

1.2 BIDDER: Any qualified individual, firm, company or corporation, submitting a Bid for the Work contemplated, acting directly or through a duly authorized representative.

1.3 CHANGE ORDER: A written order to the Contractor, signed by the Contracting Officer, ordering a change that has been found necessary in the Work from that originally shown in the Plans and Specifications but which is still within the general scope of the Contract. If the Work is of a nature involving an adjustment of unit prices, it will be an Amendment to the Contract as a Change Order. Change Orders duly signed and executed by the Contractor constitute authorized modification of the Contract.

1.4 CONTRACT: The written agreement executed between the Government and the successful Bidder, covering the performance of the Work and the furnishing of labor and materials, by which the Contractor is bound to perform the Work and furnish the labor and materials, and by which the Government is obligated to compensate him therefore at the mutually established and accepted Proposal, Plans, Specifications, Contract Documents, and subsequently entered into rate or price. The Contract shall include the instruction to Bidders to complete the Work in accordance with the Plans and Specifications, in an acceptable manner.

1.5 CONTRACT DOCUMENTS: Those items so designated in the Contract. Only printed or hard copies of the items listed in the Contract are Contract Documents. Approved shop drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions generated by the Contractor are not Contract Documents.

1.6 CONTRACTING OFFICER: The term "Contracting Officer" as used herein means the Receiver – Gershman, Brickner & Bratton, Inc. in its capacity as Receiver for the Guam Solid Waste Authority and shall include its authorized representatives.

1.7 CONTRACTOR: The term "Contractor" as used herein means the party or parties who or which shall have duly entered into a Contract with the Government of Guam to perform the Work herein contemplated or his or their authorized assignee.

1.8 DAY: Unless specifically referenced as "work day", "day" shall mean "calendar day".

1.9 ENGINEER/ OWNER'S REPRESENTATIVE: The duly authorized representative of the Contracting Officer who is responsible for the administration of the Contract and for interpretations thereof on behalf of the Contracting Officer and for inspection of work in progress.

1.10 EPA: Means either the Guam Environmental Protection Agency or the US Environmental

Protection Agency (may be used collectively to refer to both entities if applicable).

1.11 EQUIPMENT: All machinery, together with the necessary supplies for up keep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the Work.

1.12 FIELD ORDER. Written instructions for making a minor change in a contract not involving an adjustment to the contract amount or any change in the its completion time.

1.20 GOVERNMENT: The term "Government" as used herein means the Receiver on behalf of the Guam Solid Waste Authority and/or its authorized representatives.

1.13 INSPECTOR AND/OR CONSTRUCTION MANAGER: An authorized representative of the Government, assigned to make all necessary inspections of the Work performed or being performed or of the materials furnished or being furnished by the Contractor.

1.14 INTENTION OF TERMS: Whenever, in these specifications or upon the Plans, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import, are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Contracting Officer is intended; and similarly, the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, acceptable to, or satisfactory to the Contracting Officer, subject in each case to the final determination of the Government.

Any reference to a paragraph or subparagraph within a section shall include the general provision of the section or sections and paragraph pertinent thereto.

1.15 LABORATORY: The official testing laboratories as may be designed by the Contracting Officer.

1.16 MIL SPECIFICATIONS: The Military Specifications and Standards, and indices thereto, are prepared and issued by the Department of Defense. These may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20401.

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

1.18 NOTICE OF AWARD: A written notice to the successful Bidder stating that his bid has been accepted and that, in accordance with the terms of the Specifications, he is required to execute the Contract and furnish a satisfactory Performance and Payment Bond, insurance policies as required by the Contract Documents, Guam Contractor's license, and Guam Business license.

1.19 NOTICE TO PROCEED: A written notice to the Contractor of the date on which, or before, he is to begin the prosecution of the Work for which he has contracted.

1.21 PERFORMANCE AND PAYMENT BOND: The approved form of security furnished by the Bidder and his Surety as a guarantee of good faith and ability on the part of the Bidder to execute the Work in accordance with the terms of the Plans, Specifications and Contract, and to pay in full all bills and accounts for materials and labor used in the construction of the Work, as provided by law.

1.22 PLANS (DRAWINGS): The official plans, working drawings, or supplemental drawings or exact reproductions thereof, approved by the Contracting Officer, which show the location, character, dimensions, and details of Work to be done and which are to be considered as a part of the Contract, supplementary to these Specifications.

1.23 PROJECT: The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

1.24 SPECIAL PROVISIONS: The specific clauses setting forth conditions or requirements peculiar to the Project under consideration, covering work or materials involved in the Bid Proposal and estimate, which are not thoroughly or satisfactorily stipulated in the General Provisions or Technical Specifications.

1.25 SPECIFICATIONS: The directions, provisions, and requirements contained herein, supplemented by special provisions, pertaining to the method and manner of performing the Work, or to the quantities or the qualities of materials to be furnished under the Contract.

1.26 SUPERINTENDENT: English speaking executive representative for the Contractor present on the Work at all times, authorized to receive and fulfill instructions from the Contracting Officer and capable of superintending the work efficiently.

1.27 SURETY: The corporate body or individuals who are bound by the Performance and Payment Bond with and for the Bidder, and which engage to be responsible for the entire and satisfactory fulfillment of the Contract and for the payment of all debts incurred in fulfilling the Contract.

1.28 WORK: The term "WORK" shall be understood to mean the furnishing of all labor, materials, equipment, and other incidents necessary or convenient to the successful completion of the Project and the carrying out of all the duties and obligations imposed by the Contractor.

2.0 CONSTRUCTION CONTRACT

2.1 Contract Documents

(a) The Contract Documents consist of the Formal Contract, the drawings, and specifications, including all addenda and alterations made in the documents prior to their

execution.

(b) The Contract Documents shall be signed by the Receiver on behalf of the Government, and Contractor in as many original counterparts as may be mutually agreed.

(c) Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all. Any discrepancies between the Contract Documents shall be called to the attention of the Contracting Officer before proceeding with work affected thereby. In case of a discrepancy between the Contract Documents, the Contracting Officer shall resolve the discrepancy.

(d) It will be conclusively presumed that the Contractor has read, examined and agreed to each and every term, conditions, provisions, covenant or agreement in the drawings, specifications, proposals, Contract, and bond related to the Work to be carried on, said documents being on file in the Guam Solid Waste Authority, Tamuning, Guam.

2.2 Drawings

(a) The general character and scope of the work are illustrated by the drawings. Any additional detail drawings and other information deemed necessary by the Contracting Officer will be furnished to the Contractor when and as required.

(b) In case of differences found on drawings the Contractor shall immediately notify the Contracting Officer. In case of differences between small scale and enlarged scale drawings, the enlarged scale drawings shall govern; and details shall govern over small and large scale drawings. Figured dimensions on the drawings shall be considered primary compared with measurements obtained through scaling of drawings. Notes on details drawings shall govern over notes on plan views, and non detail drawings. The Contractor shall verify all dimensions, and if any be lacking, he shall call the attention thereto and be governed by the decision of the Contracting Officer.

(c) Where on any of the drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the Work.

(d) Where the word "similar" occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical.

2.3 Detail Drawings and Instructions

The Contractor will be furnished additional instructions and detail drawings as may be necessary to carry out the Work included in the Contract. The additional drawings and instructions thus supplied to the Contractor shall be consistent with the Contract Documents and true developments thereof, and shall be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

2.4 Specifications and Drawings

(a) The Contractor shall keep on the Project site a copy of the drawings and specifications including all authorized Change Orders, and shall at all times give the Government, Contracting Officer and their representatives access thereto.

(b) All drawings and specifications and copies thereof furnished by the Contracting Officer are his property and shall not be used on other projects without his consent. Upon completion of this Project all copies of the drawings and specifications except the signed Contract sets are to be returned to the Contracting Officer upon his request.

2.5 Special Requirements

(a) Where special requirements, provisions or specifications or detailed specifications are attached hereto or are included in the proposal, they shall be considered a part of these general conditions or specifications or detailed specifications as fully as if contained herein. Should any special provisions be in conflict with these general conditions or specifications or detailed specifications, said special requirements, provisions or detailed specifications shall govern.

(b) Person in charge of electrical wiring and installations shall be a licensed Master Electrician and/or registered electrical engineer in Guam.

2.6 Explanation to Bidders

No oral explanation in regard to the meaning of the drawings and specifications 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 drawings and specifications should be communicated in writing to the Contracting Officer for interpretation. Bidders should act promptly and allow sufficient time for a reply to reach them. Every interpretation made to a Bidder will be in the form of an addendum to the Contract Documents which, if issued, will be sent as promptly as practicable to all persons to whom the drawings and specifications have been issued. All such addenda shall become part of the Contract documents.

3.0 BIDS, BIDDER RESPONSIBILITIES

3.1 Conditions at Site

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

(b) If, in the performance of the Contract, subsurface or latent conditions at the site are found to be materially different from those indicated by the drawings and specifications, or

unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in work of the character shown and specified, the attention of the Contracting Officer shall be called immediately to such conditions before they are disturbed. Upon such notice, or upon his own observation of such conditions, the Contracting Officer shall promptly make such changes in the drawings and specifications as he finds necessary to conform to the different conditions, and any increase or decrease in the cost of the work resulting from such changes shall be adjusted as provided in the Contract.

3.2 Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right to the withdrawal of the bid after it has been opened.

3.3 Publicity of Bids

At the time fixed for the opening of bids, the contents of the bids will be made public for the information of Bidders and others properly interested who may be present either in person or by representation.

3.4 Policy In Favor of Local Procurement

All procurement of supplies and services shall be made from among businesses licensed to do business on Guam and that maintain an office or other facility on Guam, whenever a business that is willing to be a contractor is:

(a) a licensed bonafide manufacturing business that adds at least twenty-five percent of the value of an item, not to include administrative overhead, using workers who are U.S. Citizens or lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their former citizenship in the Trust Territory of the Pacific Islands; or

(b) a business that regularly carries an inventory for regular immediate sale of at least fifty percent (50%) of the items of supplies to be procured; or

(c) a business that has a bonafide retail or wholesale business location that regularly carries an inventory on Guam of a value of at least one half of the value of the bid or One Hundred Fifty Thousand Dollars (\$150,000) whichever is less, of supplies and items of a similar nature to those being sought; or

(d) a service business actually in business, doing a substantial portion of its business on Guam, and hiring at least 95% U.S. Citizens, lawfully admitted permanent residents or nationals of the United States, or persons who are lawfully admitted to the United States to work, based on their citizenship in any of the nations previously comprising the Trust Territory of the Pacific Islands.

(e) Procurement of supplies and services from off Guam may be made if no business

for such supplies or services may be found on Guam or if the total cost F.O.B. job site, unloaded, of procurement from off island is no greater than eighty-five percent (85%) of the total cost F.O.B. job site, unloaded, of the same supplies or services when procured from a business licensed to do business on Guam that maintains an office or other facility on Guam and that is one of the above-designated businesses entitled to preference.

3.5 Receipt and Opening of Bids

(a) Bids will be opened publicly at the time and place stated in the Invitation for Bids. The officer whose duty it is to open them will decide when the specified time has arrived and bids received thereafter will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.

(b) Telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to time set for opening.

3.6 Rejection of Bids

The Government reserves the right to reject any and all bids if they are not responsive or responsible. A Bidder who is not in a position to perform the Contract is not responsible.

3.7 Award of Contract

(a) The Contract will be awarded as soon as possible to the lowest responsive and responsible Bidder, provided it is in the interest of the Government to accept his bid.

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

3.8 Cancellation of Award

The Government reserves the right to cancel the award of any Contract at any time before the execution of same.

4.0 DUTIES OF CONTRACTING OFFICER AND CONTRACTOR SAFETY MEASURES

4.1 Authority of Contracting Officer

The Contracting Officer shall give all orders and directions contemplated under this Contract and specifications relative to the execution of the Work. The Contracting Officer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to paid work and the construction thereof. The Contracting Officer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or specifications, the determination or decision of the Contracting Officer shall be

a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

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

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

4.2 Contractor's Obligations

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

4.3 Superintendence by Contractor

The Contractor shall give his personal superintendence to the Work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the Work at all times during progress with authority to act for him.

4.4 Subcontracts

(a) Nothing contained in the specifications, drawings, or Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the Government. The division of sections of the specifications is not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

(b) The Contractor shall be as fully responsible to the Government for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions of persons directly employed by him.

(c) The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged in his work.

(d) The Contractor shall, without additional expense to the Government, utilize the services of specialty subcontractors on those parts of the Work which are specified to be performed by specialty subcontractors.

(e) The Government will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

(f) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work including waiver of mechanics liens to bind subcontractors by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Government any exercise over the Contractor under any provisions of the Contract Documents.

4.5 Subletting

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

(a) Where the subletting is for both labor and material, the sum total cost of all sublet work shall not exceed 49% of the total Contract amount.

(b) Where subletting is for labor only, the sum total cost of all sublet work shall not exceed 40% of the total Contract amount. Information concerning subcontracts must form a part of the bid documents and shall be submitted to the Contracting Officer.

4.6 Assignments

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

4.7 Equal Opportunity

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, economic status, or national origin. The Contractor will take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, age, economic status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment

advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

4.8 Hiring of Apprentices

The Contractor shall hire for performance of Work under this Contract apprentice(s) to be employed in the performance of Work under this Contract in accordance with Guam E.O. 2014-06.

4.9 U.S. Department of Labor Wage Determination for Guam

All contractors who will provide services and construction to the government of Guam must pay their employees wages and benefits in accordance with the most recent Wage Determination for Guam issued by the U. S. Department of Labor, except that if the prevailing wage rates issued by the Guam Department of Labor are more than the wages set out in the Wage Determination for construction on Guam, then the prevailing wages set by the Guam Department of Labor shall apply for construction wages. All bidders must take into consideration the current Wage Determination for Guam applicable to their employees or the prevailing wage rates, whichever is more, when submitting a bid or proposal to the Government of Guam.

This requirement is applicable to Contractor's employees who will provide direct services or construction, in whole or in part, to the Government under the Contractor's contract with the Government. If applicable, benefits to employees covered by the Wage Determination shall include a minimum of ten (10) paid holidays per annum, and health and similar benefits. A copy of the Wage Determination for Guam in effect at the time this solicitation is issued is attached, as well as the prevailing wage rates of the Guam Department of Labor. However, Contractor is responsible for checking the U. S. Department of Labor web site for the most current Wage Determination for Guam, and also responsible for paying the most current wages and benefits during the term of any contract resulting with the government of Guam, as newer Wage Determinations become effective. The exception is if the prevailing wage rates set by the Guam Department of Labor are higher than the Wage Determination for Guam, in which event, the prevailing wages rates shall be paid.

A violation of these requirements may result in placement of the Contractor on probationary status for one (1) year by the Chief Procurement Officer, and no government contract may be awarded to the Contractor during the probationary period.

All bidders and offerors must submit with their bid or proposal the "Declaration re Compliance with USDOL Wage Determination" (AG Procurement Form 006), a copy of which is attached to this IFB. The most recent wage determination applicable must be attached to the declaration.

4.10 Laws, Permits and Regulations

(a) The building permit for the Project will be procured and paid for by the Contracting Officer. The Contractor shall be responsible for procuring and paying for any other permits required for the Project.

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

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

4.11 Contractor's and Subcontractor's Insurance

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

(b) Worker's Compensation and Employer's Liability Insurance - The Contractor shall take out and maintain during the life of this Contract the statutory Worker's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the Project under this Contract and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work. The Workers' Compensation policy shall be endorsed to provide a waiver of subrogation in favor of GSWA, the Receiver, GBB, its employees and agents.

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

than:

(1) Bodily Injury Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per person for injuries including wrongful death and in an amount not less than Two Million Dollars (\$2,000,000.00) for injuries including wrongful death resulting from one accident.

(2) Property Damage Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for damages resulting from any one accident and in an amount not less than Two Million Dollars (\$2,000,000.00) for damages resulting from all accidents.

(3) Bodily Injury Liability and Property Damage Insurance in an aggregate amount not less than Two Million Dollars (\$2,000,000.00).

The Commercial General Liability policy shall be endorsed to include the following: GSWA and GBB, their directors, officers, agents, and employees shall be named as additional insureds under ISO Form CG2010 or its equivalent. The policy shall be primary and noncontributing with any other insurance maintained by GSWA or GBB.

(d) Government's Protective Liability Insurance - The Contractor shall take out and furnish to the Government and maintain during the life of this Contract complete Government's protective liability insurance in amounts as specified in paragraph 4.11 (c), above for bodily injury liability insurance and for property damage liability insurance.

(e) Fire Insurance - The Contractor shall insure the building or other work included in this Contract against loss or damage by fire and against loss or damage covered by the standard extended coverage insurance endorsement, in an insurance company or companies acceptable to the Government, the amount of the insurance at all times to be at least equal to the amount paid on account of work and materials and plus the value of work or materials furnished or delivered but not yet paid for by the Government.

(f) Motor Vehicle Insurance - Prior to the commencement of any work under this Contract, the Contractor shall furnish to the Contracting Officer adequate proof that all vehicles it intends to operate in the furtherance of performance under this Contract are adequately insured with amounts required by law and as indicated below, whichever is stricter. The Government will not be responsible for harm or loss to any of the Contractor's vehicles.

(1) Vehicle Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injury per person and Five Million Dollars (\$5,000,000.00) for property damage and in an amount not less than Five Million Dollars (\$5,000,000.00) for each accident.

(2) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles.

(3) If waste or contaminated materials are to be transported, Contractor shall meet applicable requirements of the Motor Carrier Act, and shall provide Motor Carrier Act Endorsement MCS-90, and a CA9948 endorsement.

(4) The Automobile Liability policy shall be endorsed to include the following: GSWA, GBB, and their directors, officers, agents and employees shall be named as additional insured's. The policy shall be primary and noncontributing with any other insurance maintained by GSWA or GBB.

- (g) Contractor's Pollution Liability/Environmental Impairment - Coverage is to be a minimum of \$2,000,000 per occurrence, \$5,000,000 aggregate. Coverage shall be on a "per project" basis unless specified otherwise (this is one project with three sites). Policy to cover general environmental pollution liability, not limited to sudden accidental discharge and to include long-term environmental impact, applicable to bodily injury (including death) and property damage including loss of use of property that has not been physically injured or destroyed; clean up costs; and defense and settlement of all claims in connection with any loss arising from Contractor's performance of Work. Coverage shall apply to sudden and accidental and non-sudden pollution conditions, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, that did not already exist, created by Contractor Work, which results in bodily injury and property damage.

If the policy is a claims made form, the retro date is to be the same as or prior to this Agreement effective date. Claims made policies must be maintained for at least five (5) years after the completion of the service or the warranty date, whichever is later.

The policy shall contain an endorsement fully waiving any contractual liability exclusion contained in the policy without limitation or restriction. The policy may not contain a limitation of any kind that would limit any recovery thereunder to the amount of this Agreement or any component thereof. The policy shall not limit or restrict in any manner coverage for the warranties, guarantees, and performance standards contained in this Agreement

Deductibles/SIR's

Self-insured retentions and deductibles affecting required insurance must be acceptable to the RECEIVER. The Proposer must identify any self-insurance coverage and include the following:

1. Names and addresses of any third party plan administrators;
2. A written reserve policy that outlines reserve targets; and
3. A listing of the excess coverage, specifying the insurance company, the policy or contract number and the limits of liability and the retention amount.

(h) Excess Liability Insurance – Minimum Five Million Dollars (\$5,000,000.00) limit of liability. The excess liability coverage must be an occurrence following form policy including coverage for all required endorsements and no additional exclusions. The excess liability

policy must extend over the general liability, automobile liability, and employer's liability policy forms. The excess liability policy must have concurrent effective dates with the primary coverage parts.

(i) Additional insurance requirements include the following.

(1) There shall be no exclusions for explosion, collapse or underground exposures on the Commercial General Liability Insurance Policy.

(2) The Government shall be advised promptly in writing of the following changes in the insurance policies – (i) Setting up a new or retroactive date; (ii) Exhausting any aggregate limit under any of the policies; or (iii) Switching occurrence based coverage to claims made coverage or vice versa.

(3) Approval for deductibles higher than \$25,000 for the liability policies will be required from the Government.

(j) Certificates of the insurance company as to the amount and type of coverage, terms of policies, etc., shall be delivered to the Government before the Contract is signed.

Neither approval by the Government of any insurance supplied by a Contractor or subcontractor, nor failure to disapprove such insurance, shall relieve the Contractor or subcontractors of their obligation to maintain in full force during the life of the Contract all required insurance as set forth in this section. The Government may require other insurance as it deems necessary to perform under this Contract. If such insurance is required due to fault, error or omission on the part of Contractor, the Contractor shall be solely responsible to pay for such insurance. If however, the insurance is required by the Government through no fault of the Contractor, the Government shall pay for the reasonable costs of the insurance not specified herein

4.12 Accident Prevention

(a) Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, and building and construction codes shall be observed. All hazards shall be guarded or eliminated in accordance with the safety provisions of the latest edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable laws.

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

4.13 Protection of Work and Property

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

4.14 Responsibility of Contractor to Act in Emergency

In case of an emergency which threatens loss of property or injury and/or safety of life, the Contractor shall act, without previous instructions from the Government or Contracting Officer, as the situation may warrant. He shall notify the Contracting Officer thereof immediately thereafter of any compensation claimed by the Contractor. Substantiating documents regarding expenses shall be submitted to the Government through the Contracting Officer and the amount of compensation shall be determined by agreement or as per the method described in Section 8.9(h), Changes in Work, of the General Conditions.

4.15 Mutual Responsibility of Contractors

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

4.16 Use of Premises and Removal of Debris

The Contractor expressly agrees to undertake at his own expense

- (a) to take every precaution against injuries to persons or damages to property;
- (b) to comply with the regulations governing the operation of premises which are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operation of other facilities;
- (c) to perform any work necessary to be performed after regular working hours or on weekends or legal holidays without additional expense to the Government;
- (d) to store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (e) to place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work;
- (f) to frequently clean up all refuse, rubbish, scrap materials and debris caused by his operation so that at all times the site of the Work shall present a neat, orderly and

workmanlike appearance;

(g) to effect all cutting, fitting, or patching of his work required to make the same conform to the Plans and Specifications, and except with the consent of the Contracting Officer, not to cut or otherwise alter the work of any contractor; and

(h) before final payment to remove all surplus materials, false work, temporary structures, including foundations thereof, construction equipment, and debris of every nature resulting from his operations, to put the Project site in a neat, orderly condition.

4.17 Obstructions

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

4.18 Site of Contractor's Operations

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

4.19 Barricades

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

4.20 Electrical Energy

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

4.21 Water

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

5.0 QUALITY OF WORK

5.1 Engineering and Layout

(a) The Contractor shall provide competent engineering services to execute the Work in accordance with the Contract requirements. He shall verify the figures shown on the drawings before undertaking any construction work and shall be responsible for the accuracy of the finished Work.

(b) The Government has established or will establish such general reference points as will, in his judgment, enable the Contractor to proceed with the Work. If the Contractor finds that any previously established reference points have been destroyed or displaced, he shall promptly notify the Government.

(c) The Contractor shall protect and preserve the established bench marks and monuments and shall make no changes in location without the written approval of the Government. Any of them which may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall be subject to prior approval by the Government, be replaced and accurately located by the Contractor.

5.2 Shop Drawings, Materials and Workmanship

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

Shop Drawings

(a) The Contractor shall submit, for the approval of the Contracting Officer, shop and setting drawings and schedules required by the specifications or that may be requested by the Contracting Officer and no work shall be fabricated by the Contractor, save at his own risk, until such approval has been given.

(b) Drawings and schedules shall be submitted in quadruplicate (unless otherwise specified) accompanied by letter of transmittal which shall give a list of the numbers and dates of the drawings submitted. Drawings shall be complete in every respect and bound in sets.

(c) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.

(d) The drawings submitted shall be marked with the name of the Project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the Contract because of

standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that if applicable, suitable action may be taken for proper adjustment. Otherwise, the Contractor will not be relieved of the responsibility for executing the Work in accordance with the Contract even though such shop drawings have been approved.

(e) If a drawing as submitted indicates a departure from the Contract requirements which the Contracting Officer finds to be in the interest of the Government and to be so minor as not to involve a change in the Contract price or time for performance, he may approve the drawings.

(f) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph 5.2 (e), shall not be construed (1) as permitting any departure from the Contract requirements; (2) as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist; or (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

5.3 Standards

(a) Any material specified by reference to the number, symbol or title of a specific standard, such as a commercial standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereto in effect on the date of Invitation for Bids, except as limited to type, class or grade or modified in such reference.

(b) The standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. These standards are not furnished to Bidders for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Contracting Officer will furnish, upon request, information as to how copies of such standards may be obtained.

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

5.4 Samples

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

(b) No samples are to be submitted with bids.

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

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

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

(f) The approval of any sample shall be only for characteristics or for the named sample in such approval and no other. No approval of a sample shall mean that a Contract requirement is changed or modified. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approval of samples of hardware in good condition may be suitably marked for identification and used in the Work.

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

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

5.5 Laboratory Tests

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

5.6 Methods

The Contractor shall use proper and efficient methods and appliances for the performance of all the operations connected with Work embraced under these specifications, drawings and Contract to secure a rate of progress which will secure completion of the Work within

the time specified. If, at any time before commencement of work, or during the progress thereof, such methods, equipment or appliances are inefficient or inappropriate for securing said quality of Work or said rate of progress, the Contracting Officer may order the Contractor to increase their efficiency or to improve their character, and the Contractor must conform to such order. The failure of the Contracting Officer to demand such increases of efficiency or improvement shall not relieve the Contractor or his sureties from the obligations to secure such quality of Work and said rate of progress and the completion of the Work as required herein.

5.7 Labor and Materials

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

5.8 Guarantee of Work

(a) Except as otherwise specified all Work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the Contract or upon disturbance of the work by other contractor hired by the Government, whichever is earlier.

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

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

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

(c) In any case wherein fulfilling the requirements of the Contract or of any guarantee embraced in or required thereby the Contractor disturbs any work guaranteed under another

contract, he shall restore such disturbed work to a condition satisfactory to the Contracting Officer and guarantee such restored work to the same extent as it was guaranteed under such other contract.

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

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

5.9 Defective Work

No work or material which may be defective in construction or quality or deficient in any of the requirements of the drawings and specifications will be considered accepted as a consequence of the failure of the Contracting Officer or the inspectors to discover or to point out said defects or deficiencies during the construction; nor will the presence of inspectors on the Work relieve the Contractor from the responsibility of securing the quality and progress of Work as required by these specifications.

Any defective work that may be discovered before the completion of the Work or within such time as required by the performance and payment bond shall be replaced by work and materials that shall conform to the spirit and intent of the drawings, specifications and Contract.

The fact that the Contracting Officer or his representatives may have overlooked defective work shall not constitute the acceptance of Work. NO PAYMENT WHETHER PARTIAL OR FINAL SHALL BE CONSTRUED TO BE AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS.

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

6.0 INSPECTION OF WORK

6.1 Access to the Work

The Contracting Officer and his representatives shall have access at all times to the Work for inspection and the Contractor shall provide proper facilities for such access and inspection.

6.2 Inspectors

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

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

6.3 As-Built Drawings

A Contract set of drawings shall be maintained at the Project site with all changes or deviations from the original drawings neatly marked thereon in brightly contrasting color. This shall be a separate set of drawings not used for construction purposes which shall be kept up to date as the job progresses and shall be made available for inspection by the Contracting Officer at all times. Upon completion of the Contract this set of drawings shall be delivered to the Contracting Officer.

6.4 Inspection

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

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

(c) Should it be considered necessary or advisable by the Contracting Officer at any time before final acceptance of the entire Work to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish

all necessary facilities, labor and materials. If such work is found to be defective in any material respect due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements involved in the examination and replacement, the cost of conducting the test plus fifteen percent (15%) shall be allowed the Contractor and he shall in addition, if completion of the Work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

6.5 Final Inspection

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

7.0 TIME FOR PERFORMANCE

7.1 Prosecution of the Work

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

7.2 Suspension of Work

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

7.3 Extension of Contract Time Due to Weather Delays

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

(b) Extension of Contract Completion Time. Time is of essence for this Contract. . If the basis exists for an extension of time in accordance with these General Conditions, an

extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.

(c) Standard Baseline for Weather Delay Days.

- 1) The Standard Baseline is defined as the normal number of calendar days for each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather, inclusive of Saturdays, Sundays and Holidays. Suspension of construction activity for the number of days each month as listed in the Schedule of Standard Baseline Weather Delay Days below, is included in the Work and is not eligible for extension of Contract Time.
- 2) The Contract completion time for this Contract was calculated after allowing for the following number of reasonably anticipated Weather Delay Days listed below as the Standard Baseline for each month.

SCHEDULE OF STANDARD BASELINE WEATHER DELAY DAYS

<u>Month</u>	<u>Weather Delay Days</u>	<u>Month</u>	<u>Weather Delay Days</u>
January	07	July	10
February	05	August	11
March	05	September	12
April	04	October	10
May	05	November	07
June	06	December	07

- 3) Time extension for Weather Delay Days will be allowed only if the daily report of the Contracting Officer's inspector indicates the total number of Weather Delay Days for the calendar month exceeds the total shown in the Schedule of Standard Baseline Weather Delay Days for that month. Distribution of reasonably anticipated Weather Delay Days will be prorated to include weekends and holidays. Time extension on account of inclement weather on weekends or holidays shall be granted only if the Contractor confirmed in writing at least seven (7) calendar days in advance his intention to work on the particular weekend or holiday in question.

(d) Adverse Weather for Weather Delay Days. Adverse Weather is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site:

- 1) Precipitation (rain) in excess of one-tenth inch (0.10") liquid measure.
- 2) Temperatures that do not rise above that required for the day's construction activity, if such temperature requirement is specified or accepted as standard

industry practice.

- 3) Sustained wind in excess of twenty-five (25) m.p.h.

Adverse Weather may also include, if appropriate, "dry-out" or "mud" days under the following conditions:

- 4) Resulting from precipitation days that occur beyond the standard baseline.
- 5) If there is a hindrance to site access or site work and Contractor has taken all reasonable accommodations to avoid such hindrance.
- 6) Dry out or mud days will be given at a rate no greater than 1 make-up day for each day or consecutive days of precipitation beyond the standard baseline that total 1.0 inch or more, liquid measure.

(e) A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day and critical path construction activities were included in the day's schedule, including a weekend day or holiday if Contractor has scheduled construction activity that day.

(f) Contractor shall take into account that certain construction activities are more affected by adverse weather and seasonal conditions than other activities, and that "dry-out" or "mud" days are not eligible to be counted as Weather Delay Day until the standard baseline is exceeded. Hence, Contractor should allow for an appropriate number of additional days associated with the Standard Baseline days in which such applicable construction activities are expected to be prevented and suspended.

7.4 Progress Report

The Contractor shall submit a monthly progress report in triplicate on or before the fifth (5th) working day of each month to the Contracting Officer briefly setting forth work accomplished.

7.5 Government's Right to Stop Work or Terminate Contract, Delays, Damages

- (a) If:
 - (1) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or
 - (2) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within twenty (20) calendar days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) calendar days; or
 - (3) The Contractor shall refuse or fail, after Notice of Warning from the Contracting Officer, to supply enough properly skilled workmen or proper materials; or
 - (4) The Contractor shall refuse to prosecute the Work or any part thereof with such diligence as will insure its completion within the period herein specified (or any

duly authorized extension thereof) or shall fail to complete the Work within said period; or

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

(6) The Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Contracting Officer or otherwise be guilty of a substantial violation of any provisions of this Contract;

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

- (b) If the Government does not terminate the right of the Contractor to proceed, the Contractor shall continue the Work, in which event the Contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of the delay until Work is completed or accepted the amount as set forth in the Contract Documents and the Contractor and his sureties shall be liable for the amount thereof.
- (c) Provided that the right of the Contractor to proceed shall not be terminated, or the Contractor charged with liquidated damages because of any delays in the completion of the Work due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of the Government, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes by others than the Contractor or his subcontractors, freight embargoes, and unusually severe weather, or delays of subcontractors due to such cases, if the Contractor shall, within ten (10) calendar days from the beginning of any such delay (unless the Government shall grant a further period of time prior to the date of final settlement of the Contract) notify the Government in writing through the Contracting Officer of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time

for completing the Work when in his judgment the findings of facts justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto.

8.0 CLAIMS, PAYMENTS

8.1 Contractor's Title to Materials

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

8.2 Claims

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

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

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

8.3 Waiver of Mechanics Liens

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

8.4 Contract Schedule of Values

Within three (3) working days after receipt of Notice of Award, the Contractor shall submit for approval a detailed Contract Schedule of Values for the Work totaling the amount of the Contract. The format to be used will be furnished by the Contracting Officer. These values will be used for determining partial payments and as a basis for changes in work as outlined in the General Conditions. The Contract Schedule of Values shall be approved and attached to the Contract before the Contract is signed. The Contract Schedule of Values will be a more detailed version of the Bid Schedule of Values.

8.5 Taxes

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

8.6 Materials, Services and Facilities

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

8.7 Patents

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

8.8 Extras

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

8.9 Changes in Work

(a) The Contracting Officer, at any time, without notice to the sureties may, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to the following changes. However, no change will be made which increases the total Contract price without notice

to sureties.

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the Work;
- (3) In the Government-furnished facilities, equipment, materials, services for the Project site; or
- (4) Directing acceleration in the performance of the Work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instructions, interpretations or determination from the Contracting Officer) which causes any such change, shall be treated as a Change Order under this clause, provided that the Contractor gives the Contracting Officer written Notice stating the date, circumstances and source of the order and that the Contractor regards the order as a Change Order.

(c) Except as herein provided, no order, statement, or conduct of the Contracting Officer shall be treated as a Change Order under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly, provided, however, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than twenty (20) calendar days before the Contractor gives written Notice as therein required. And provided further, that in the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

(e) If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within thirty (30) calendar days after receipt of a written Change Order under (a) above or the furnishing of a written Notice under (b) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Government. The statement of claim hereunder may be included in the Notice under (b) above.

(f) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

(g) In making any additive change, the charge for the change shall be determined by the following method:

- (1) The actual cost of:
 - I. Labor, including foreman
 - II. Materials entering permanently into the work
 - III. Equipment rental cost during time used on extra work

- IV. Power and consumable supplies
- V. Insurance
- VI. To the above cost there shall be added a fixed fee to be agreed upon, but not to exceed 15% of the net cost. This fee shall be compensation to cover the cost of supervision, overhead, bond, profit and other general expenses.

In making any deductive change, the credit for the change shall be equal to the following:

(2) The contract price as shown in the Schedule of Values or a portion thereof based upon an agreed sum representing the portion of the Bid Item subject to the deduction.

The Contractor shall retain 15% of the net cost above to cover the cost of supervision, overhead, bond, profit and other general expenses for any deductive change.

(h) The Contractor shall, when required by the Government, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

(i) In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.

(j) If any part of the work as installed is at variance with the Contract requirements, the Government may, if he finds it to be in his interest, allow all or any part of such work to remain in place subject to a proper adjustment in the Contract price.

8.10 Payment to Contractor

(a) Unless otherwise provided in the specifications, the Owner will make partial payments to the Contractor after receipt and approval of the request for partial payment covering the work performed during the preceding calendar month. No payments for installed materials on the Project site will be made unless such request is accompanied by a receipt or certification showing that the Contractor has made payment in full for such work done. In preparing such requests, preparatory work done shall not be considered for payment. Materials delivered to the Project site shall be considered for payment subject to the following conditions:

(1) The material shall be kept in a safe, enclosed and bonded warehouse or area located on site with restricted access.

(2) The receipt and issue of material must be controlled by a stock card kept in the warehouse or Contractor's office.

(3) Insurance coverage required under Section 4.11 of the General Conditions shall include insurance of such material and shall include theft insurance.

(b) In making such partial payments there shall be retained ten percent (10%) of the estimated amount until final completion and acceptance of all Work covered by the Contract. However, if the Contracting Officer, at any time after 50 percent of the Work has been completed, finds that satisfactory progress is being made, he may authorize payment in full of each progress payment for work performed beyond the 50 percent stage of completion. Also, whenever the Work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount.

(c) All materials and work covered by partial payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made, or the restoration of any damaged work or as a waiver of the right of the Government to require the fulfillment of all of the terms of the Contract.

(d) Release of Claims - Neither the final payment or any part of the retained percentage shall become due until the Contractor shall deliver to the Government through the Contracting Officer a complete release of all claims against the Government arising under and by virtue of this Contract, including claims of all subcontractors and suppliers of either materials or labor, other than such claims, if any, as may be specifically excepted by the Contractor.

(e) Certificate of Completion - Upon completion and acceptance of all work whatsoever required and the release of all claims against the Government as specified, the Contracting Officer shall file a written certificate with the Government and with the Contractor as to the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation therefor.

(f) Final Payment - Within thirty (30) calendar days after the filing of such certificate of completion, the Government shall pay to the Contractor the amount therein stated less all prior payments and advances whatsoever to or for the amount of the Contract. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment which is throughout this Contract called Final Payment.

(g) Acceptance of Final Payment Constitutes Release - The acceptance by the Contractor of the Final Payment shall be and shall operate as a release to the Government of all claims and of all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Government and others relating to or arising out of this Work, excepting the Contractor's claims for interest upon the final payments if this payment be improperly delayed. No payments, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance and Payment Bond.

9.0 MISCELLANEOUS

9.1 Prohibited Interests

(a) No member of or Delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

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

9.2 Contracting Officer Field Office

The Contractor shall provide an office for the Contracting Officer as per Specification Section 015000 Temporary Facilities and Controls. Provision for the Field Office and all associated expenses is incidental to the cost of the Project and is therefore no additional cost to the Government.

9.3 Sanitary Provisions

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Department of Public Health and Social Services or of other authorities having jurisdiction.

9.4 Restriction on Employment of Sex Offenders

The Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of the Contractor relative to this Contract. If any person employed by the Contractor and providing services under this Contract is convicted subsequent to the Parties entering into this Contract, then the Contractor warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services under this Contract. If the Contractor is found to be in violation of any of the provisions of this paragraph, then the Government shall give Notice to the Contractor to take corrective action. The Contractor shall take corrective action within twenty-four hours of Notice from the Government, and the Contractor shall promptly notify the Government when action has been taken. If the Contractor fails to take corrective

steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend this Contract temporarily.

LAYON MUNICIPAL SANITARY LANDFILL CELL 3 DESIGN
PROJECT NO. GSWA003-18

GENERAL SCOPE OF WORK

1.0 INTENT:

It is the intent of Gershman, Brickner & Bratton, Inc. in its capacity as Receiver for the Guam Solid Waste Authority to seek bids for the construction of the **LAYON LANDFILL CONSTRUCTION OF CELL 3, PROJECT NO. GSWA003-18**, in Layon Landfill, Guam.

2.0 DESCRIPTION OF WORK:

Cell 3 and Perimeter Road

The Project includes demolition of the existing paved access road, drainage features, chain link fence, and utility facilities within the Cell 3 footprint. Construction of Cell 3 includes installation of the liner system, installation of the leachate collection and removal system (LCRS), installation of landfill gas collection pipes, grading of the operations layer and side slopes. The project also includes construction of a new two-lane asphalt pavement that connects the administrative building to the existing road near Cell 2. New utilities underneath the new pavement include waterline, sewer line, gas collection pipes, power and communication duct bank. New stormwater features are to be constructed which include one new stormwater ponding basin, roadside drainage channels, culvert, headwalls and outlet control structures. In addition, project installation of an integrated monitoring system of existing Cells 1 and 2, new Cell 3 and future cell 4.

3.0 GENERAL REQUIREMENTS:

All items in this scope of work shall be completed and ready for use upon final acceptance and shall comply with all the provisions governing laws and regulations applicable to Guam. The Contractor shall be responsible in determining and performing the scope of works required based on the Contract plans and specifications.

4.0 SITE INVESTIGATION:

The Contractor shall verify existing site conditions and all pertinent information needed for the satisfactory performance of the scope of work prior to submitting a bid.

5.0 DISPOSAL:

1. Removal and disposal fees shall be paid by the Contractor.

2. The disposal sites shall be the Layon Landfill, a Guam EPA approved hard fill, and/or an approved Treatment, Storage, or Disposal Facilities (TSDFs).

LAYON LANDFILL CONSTRUCTION OF CELL 3

PROJECT NO. GSWA003-18

PREVAILING WAGE RATES

Bid or RFP No.: GSWA003-18

Name of Offeror: _____

I, _____ hereby certify under penalty of perjury as follows:

- (1) That I am _____ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 below and that I will ensure that I and my sub-contractors will comply with said provisions which read as follows:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into Contractual arrangements with a sole proprietorship, a partnership or a corporation ("Contractor") for the provision of a service 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 Contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a Contract is awarded to a 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 a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror and its sub-contractors are now, or will be prior to beginning performance and throughout the Contract term, in full compliance with 5 GCA § 5801 and § 5802.
- (4) That I have read the attached and most recent wage and benefit determinations applicable to Guam issued by the U.S. Department of Labor and that I will ensure all of my employees and the employees of my sub- contractors will be provided a minimum of ten (10) paid holidays per annum.

Signature

Date

U.S. Department of Labor Wage Rate Benefit Determination

General Decision Number: _____

Superseded General Decision Number: _____

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 Initiative)

County: Guam Statewide.

BUILDING, HEAVY, HIGHWAY AND RESIDENTIAL

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date	
0	01/08/2016	
SUGU2010-001	09/20/2010	
		Rates Fringes
BRICKLAYER.....	\$ 14.02	
CARPENTER.....	\$ 13.56	
Cement mason.....	\$ 12.87	
Electrician.....	\$ 15.45	
Heavy Equipment Mechanic.....	\$ 14.14	
Heavy Equipment Operator.....	\$ 13.77	
IRONWORKER		
Reinforcing.....	\$ 12.56	
Structural.....	\$ 13.22	
PAINTER.....	\$ 14.60	
Pipefitters.....	\$ 16.80	

PLASTERER..... \$ 10.98

PLUMBER..... \$ 14.96

REFRIGERATION MECHANIC
including Heating, Air
Conditioning (HVAC)
Mechanic work..... \$ 15.73

SHEET METAL WORKER..... \$ 15.17

WELDER..... \$ 16.09

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

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