



**SIMON A. SANCHEZ II**  
CCU Chairman



**JOAQUIN C. FLORES, P.E.**  
General Manager

Telephone Nos. (671) 648-3054/55 or Facsimile (671) 648-3165

**Accountability** · **Impartiality** · **Competence** · **Openness** · **Value**

INVITATION TO BID (ITB) NO.: GPA-046-14

DESCRIPTION: Air Intake Filter Assembly Repairs for Dededo Combustion Turbines No. 1 & 2 Power Plants

**SPECIAL REMINDERS TO PROSPECTIVE BIDDERS**

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the ITB to ascertain that all of the following requirements checked below are submitted in the bid envelope, **two (2) copies and one (1) original**, at the date and time for closing.

(XX) BID GUARANTEE (no less than 15% of total bid) May be in the form of;  
**(NOTE: Cashier's Check or Certified Check Refunds will be ONLY be made out to the name of the Bidder.)**  
Reference #11 on the General Terms and Conditions

- a. Cashier's Check or Certified Check
- b. Letter of Credit or
- c. Surety Bond – Valid only if accompanied by:
  - 1. Current Certificate of Authority issued by the Insurance Commissioner;
  - 2. Power of Attorney issued by the Surety to the Resident General Agent;
  - 3. Power of Attorney issued by two (2) major officers of the Surety to whomever is signing on their behalf.

( ) STATEMENT OF QUALIFICATION;

( ) SAMPLES;

( ) BROCHURES/DESCRIPTIVE LITERATURE;

(XX) AFFIDAVIT OF DISCLOSURE OF MAJOR SHAREHOLDERS – Affidavits must comply with the following requirements:

- a. The affidavit must be signed within 60 days of the date the bid is due;
- b. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- c. First time affidavit **must** be an **original** – If copy, indicate Bid Number/Agency where original can be obtained.

(XX) NON-COLLUSION AFFIDAVIT;

(XX) NO GRATUITIES OR KICKBACKS AFFIDAVIT;

(XX) ETHICAL STANDARDS AFFIDAVIT;

(XX) WAGE DETERMINATION AFFIDAVIT;

(XX) RESTRICTIONS AGAINST SEX OFFENDERS AFFIDAVIT;

(XX) OTHER REQUIREMENTS:

**A Guam Business License and/or Contractor's License with proof of Employer Identification Number (EIN) is not required in order to provide a proposal for this engagement, but is a pre-condition for entering into a contract with the Authority. Bidders MUST comply with PL 26-111 dated June 18, 2002, PL 28-165 dated January 04, 2007 and Wage Determination under the Service Contract Act (www.wdol.gov). Additionally, upon award the successful bidder must provide to GPA the most recently issued Wage Determination by the US Dept. of Labor.**

The reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements will mean a disqualification and rejection of the bid.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, I, \_\_\_\_\_, authorized representative of \_\_\_\_\_ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

\_\_\_\_\_  
Bidder Representative's Signature

INVITATION FOR BID

ISSUING OFFICE:

Guam Power Authority  
Procurement Management Materials Supply  
GPA Central Office, 1<sup>st</sup>. Floor  
1911 Route 16  
Harmon, Guam 96929

*JCF*  
Joaquin C. Flores 7-14-14  
Joaquin C. Flores, P.E. DATE  
General Manager

DATE ISSUED: July 17, 2014 BID INVITATION NO.: GPA-046-14

BID FOR: Air Intake Filter Assembly Repairs for Dededo Combustion Turbines Nos. 1 & 2  
Power Plants

SPECIFICATION: See Attached

DESTINATION: See Attached

REQUIRED DELIVERY DATE: One Hundred Twenty (120) Calendar Days After NTP

PRE-BID CONFERENCE: 9:00 A.M., Wednesday, July 23, 2014

LAST DAY FOR INQUIRIES: 5:00 P.M., Friday, July 25, 2014

INSTRUCTIONS TO BIDDERS:

INDICATE WHETHER:  INDIVIDUAL  PARTNERSHIP  CORPORATION

INCORPORATED IN: \_\_\_\_\_

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 2:00 P.M.  
Date: August 07, 2014 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within one hundred twenty (120) calendar days from the date opening to supply any or all of the items which prices are quoted.

NAME AND ADDRESS OF BIDDER: \_\_\_\_\_  
SIGNATURE AND TITLE OF PERSON  
AUTHORIZED TO SIGN THIS BID: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AWARD: CONTRACT NO.: \_\_\_\_\_ AMOUNT: \_\_\_\_\_ DATE: \_\_\_\_\_

ITEM NO(S). AWARDED: \_\_\_\_\_

CONTRACTING OFFICER:

Joaquin C. Flores, P.E. DATE  
General Manager

NAME AND ADDRESS OF CONTRACTOR: \_\_\_\_\_  
SIGNATURE AND TITLE OF PERSON  
\_\_\_\_\_  
\_\_\_\_\_

INVITATION TO BID NO.: GPA-046-14  
FOR  
AIR INTAKE FILTER ASSEMBLY REPAIRS  
FOR  
DEDEDO COMBUSTION TURBINES NO. 1 & NO. 2 POWER PLANTS

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## INVITATION TO BID

The Governor of Guam, Edward J.B. Calvo, through the Guam Power Authority is soliciting for GPA-046-14, **Air Intake Filter Assembly Repairs for Dededo Combustion Turbine Nos. 1 & 2 Power Plants**. Sealed bids will be received at the Guam Power Authority, Procurement Office until 2:00 P.M., August 07, 2014. Bids will be publicly opened In the Procurement Conference Room, 1<sup>st</sup> Floor, GPA Main Office Building.

Contract time is **one hundred twenty (120) calendar days per unit**. All bids must be accompanied by a bid security in the amount of 15% of the total bid amount. Bid security may be bid bond, certified check or cashier's check made payable to the **Guam Power Authority**.

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

A pre-bid conference will be held on July 23, 2014 at 9:00 A.M., at the Procurement Conference Room, Guam Power Authority. A site investigation will be held thereafter. All prospective bidders are requested to be present at both the pre-bid conference and the site investigation.

## INSTRUCTIONS TO BIDDERS

### 1. RECEIPT AND OPENING OF BIDS

Interested parties shall submit two (2) copies and one (1) original of their sealed bids for the Air Intake Filter Assembly Repairs for Dededo Combustion Turbines No. 1 & No. 2 Power Plants. Sealed bids will be received by the Guam Power Authority at the Procurement Office until 2:00 P.M., August 07, 2014. Bids will be publicly opened and read aloud shortly afterwards in the GPA Procurement Office, 1<sup>st</sup> Floor, GPA Main Office Building.

Bids shall be made on the forms furnished by the Guam Power Authority and shall be enclosed in a sealed envelope addressed to the General Manager of Guam Power Authority, Procurement Office, 1911 Route 16, Harmon, Guam 96911 and endorsed with the name of the bidder and the title "Air Intake Filter Assembly Repairs for Dededo Combustion Turbines No. 1 & No.2 Power Plants."

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

### 2. TIME OF COMPLETION

The Contractor shall commence work on the date specified in the Notice to Proceed and shall complete all work within one hundred twenty (120) calendar days per unit, 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. PLANS AND SPECIFICATIONS

Plans, specifications and bid forms may be obtained at the Procurement Office, Guam Power Authority.

This invitation for bid consists of the following documents:

- a) Bid Invitation Documents
  - 1. Invitation to Bid
  - 2. Instructions to Bidders
  
- b) Bid Submittal Documents
  - 1. Bid
  - 2. Bid Form

IB-1

3. Bid Bond
4. Non-Collusion Affidavit
5. Listing of Subcontractors
6. Major Shareholders Disclosure Affidavit
7. No Gratuities or Kickbacks Affidavit
8. Ethical Standards Affidavit
9. Declaration Re-Compliance with U.S. DOL Wage Determination
10. Restrictions against Sex Offenders Affidavit
11. Contract

c) Contract Documents

1. Formal Contract
2. Performance and Payment Bonds
3. Special Provisions
4. General Conditions
5. General Scope of Work
6. Prevailing Wage Rates
7. Technical Specifications
8. Plans

#### 4. PREPARATION OF BID

The bidder must submit his bid on the forms furnished by the Guam Power Authority. All blank spaces in the bid forms must be correctly filled in where indicated and the bidder must state the prices (both 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.

The bidder shall incorporate all costs associated with the delivery of product as necessary, in his bid price proposal.

The bidder shall sign his bid in the blank space provided therefore. 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, if made by a corporation by one of the authorized officers thereof.

#### 5. BID INQUIRY

Discrepancies, omissions, or doubts as to the meaning of bid submittal documents, contract provisions and technical specifications should be communicated in writing to the General Manager of the Guam Power Authority 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 Invitation for Bids documents which, if issued, will be sent as promptly as

practicable to all persons to whom the bid documents have been issued. All such addenda shall become part of the contract documents. Last day for inquires shall be July 25, 2014 at 5:00 P.M. Inquiries received after that date will not be entertained.

## 6. SUBMISSION OF BIDS

(a) The bidder is required to bid on all items called for in the Bid Form.

(b) Bids shall be submitted on the forms furnished or copies thereof, and shall be signed in ink. 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 proposal or irregularities of any kind shall be rejected by the GPA as being incomplete.

(c) Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the name of the partnership by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", (agent or other designation, without disclosing his principal), may be held to the bid. When requested by GPA, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

## 7. BID SECURITY

Bids shall be accompanied by a bid guarantee deposit of not less than fifteen percent (15%) of the total bid amount for which an award can be made. Bid guarantee may be bid bond (form enclosed), certified check or cashier's check. Bid bond shall be signed by the bidder, two major officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety and shall be accompanied with copies of current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation, Power of Attorney issued by the Surety to the Resident General Agent and Power of Attorney issued by two major officers of the Surety to whoever is signing on their behalf. Certified check or cashier's check must be issued by a banking institution licensed to do business on Guam and shall be made payable to the Guam Power

Authority: Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw his bid for a period of sixty (60) calendar days after the scheduled closing time for the receipt of bids; that if his bid is accepted, he will enter into a formal contract with GPA in accordance with the form of agreement included as a part of the contract documents. The bid guarantee shall be returned to all except the three lowest bidders within three days after the formal opening of bids. The bid guarantee of the second and/or third low bidder shall be returned thirty (30) calendar days after the bid opening date upon request, provided that he has not been notified by GPA of the acceptance of his bid prior to the date of such request. The bid guarantee of the lowest qualified bidder shall be returned within forty eight (48) days after the

Guam Power Authority and the qualified bidder have executed the contract.

Should the successful bidder fail or refuse to execute and deliver the contract and performance and payment bonds required within fifteen (15) calendar days after acceptance of his bid by the Government, he shall forfeit to the Government of Guam as liquidated damages for such failure or refusal the security deposited with his bid.

## 8. COMPETENCY OF BIDDERS

The Government may require bidders to 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 Contractor must submit for review the following statements upon request:

- a) Experience on similar work.
- b) Past performance of firm in accomplishing government 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 or other agencies.
- 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 government contracts including record of default and nonpayment of obligations.
- j) Possession of Government of Guam appropriate contractor's license.
- k) 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:

- a) Total Assets
- b) Total Liabilities
- c) Total Current Assets
- d) Total Current Liabilities
- e) Bonding Capability

Any bidder who at the time of bidding is determined liable to pay liquidated damages for delay in completion of the last two works contracted from the Government of Guam will be automatically rejected.

## 9. NON-COLLUSION AFFIDAVIT

Each person submitting a bid for any portion of the work covered by the bid documents shall execute



an affidavit, in the form provided with the bid, to the effect that he has not colluded with any other person, firm or corporation in regards to any bid submitted. Such affidavit shall be attached to the bid.

**10. REPRESENTATION REGARDING GRATUITIES AND KICKBACKS**

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

**11. 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.

**12. DISCLOSURE OF MAJOR SHAREHOLDERS**

5 GCA §5233 (Title 5, Section 5233) states:

"Section 5233 Disclosure of Major Shareholders. As a condition of submitting a bid or offer, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid, or, that it is a not for profit organization that qualifies for tax exemption under the Internal Revenue Code of the United States or the Business Privilege Tax law of Guam, Title 12, Guam Code Annotated, Section 26203©. With the exception of not for profit organizations, the affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have 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 or offer 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."

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. RIGHT TO ACCEPT AND REJECT BIDS**

GPA 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 a satisfactory performance and payment bond, the Government, after declaring forfeited the security deposit of such bidder, reserves the option to accept the bid of any other bidder within fifteen (15) 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.

**18. 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 best interest of the Government to accept his bid.

(b) GPA reserves the right to waive any informality in bids received when such waiver is in the best 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 GPA.

(c) Bidding procedure involving basic bid and additive bid items: If the total of the basic bid items is within the amount of funds available to finance the construction contract and GPA wishes to accept any of the additive bid items, then contract award will be made to that responsible bidder

submitting the lowest responsive combined bid consisting of the basic bid items plus additive bid items within available funding. Under this procedure, if the owner wishes to make award only on the BASE BID, then the contract will be made to that responsible bidder submitting the lowest responsive bid price.

19. **PERFORMANCE AND PAYMENT BOND**

The successful bidder must deliver to the Guam Power Authority an executed performance and payment bond (forms enclosed) in an amount equal to one hundred percent (100%) of the accepted total bid amount as security for the faithful performance of the contract. For the purposes of solicitation, the requirement of a performance bond is essential to the best interest of the GPA guaranteeing that the Contract will be faithfully performed. A performance bond is required in order to assure that CONTRACTOR will perform the terms and conditions of the Contract, and that CONTRACTOR will save OWNER harmless on account of all claims for damage to persons, property or premises arising out of his/her operations prior to the acceptance of the finished work; and that he will make promptly make payment to all persons supplying him/her labor, materials, supplies and services used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Contract.

Should the successful bidder fail or refuse to execute and deliver the contract and performance and payment bonds required within fifteen (15) calendar days after acceptance of his bid by the Government, he shall forfeit to the Government of Guam as liquidated damages for such failure or refusal the security deposited with his bid.

20. **CANCELLATION OF AWARD**

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

BID FORM

Date:

To: Guam Power Authority  
GPA Main Office Building  
1911 Route 16 Harmon, Guam 96921

Gentlemen:

The undersigned (hereafter called the Bidder), a \_\_\_\_\_

*(Corporation, Partnership or Individual)*

organized and/or licensed to do business under the laws of \_\_\_\_\_, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the \_\_\_\_\_

all in accordance with the drawings, specifications and other contract documents prepared by the Guam Power Authority for the Sum of \_\_\_\_\_ (\$ \_\_\_\_\_) plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the unit and/or lump sum prices stated in the itemized bid form attached hereto.

The undersigned has 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 Guam Power Authority as a guarantee that the contract will be executed and a performance and payment bond furnished within fifteen (15) days after the acceptance of the bid of the undersigned. In the event that the undersigned bidder shall fail to execute the contract and furnish a satisfactory performance and payment bond under the conditions and within the time specified in this bid, 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 undersigned within sixty (60) days after the opening thereof, the undersigned agrees to execute the form of agreement included as one of the contract documents, and to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract amount within fifteen (14) working days after receipt of such notice.

BF-1

The undersigned hereby acknowledges receipt of the following addenda:

ADDENDUM NO

DATED

\_\_\_\_\_

\_\_\_\_\_

If awarded the contract, the undersigned agrees to complete the work within \_\_\_\_\_ calendar days of the commencement of the contract time as defined in the General Conditions of the contract.

The undersigned understands that GPA reserves the right to reject any or all bids or to waive any informality or technicality in any bids in the interest of the Government.

Attached hereto is an affidavit as proof that the undersigned has not engaged into any collusion with any person with respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

RESPECTFULLY SUBMITTED BY:

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(BY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(BUSINESS ADDRESS)

BF-2



# GUAM POWER AUTHORITY

ATURIDAT ILEKTRESEDAT GUAHAN  
P O BOX 2977, AGANA, GUAM 96932-2977

## SPECIAL PROVISION FOR MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

All Bidders/Offerors are required to submit a current affidavit as required below. Failure to do so will mean disqualification and rejection of the bid/rfp.

5 GCA §5233 (Title 5, Section 5233) states:

"Section 5233 Disclosure of Major Shareholders. As a condition of submitting a bid or offer, any partnership, sole proprietorship or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of a bid, or, that it is a not for profit organization that qualifies for tax exemption under the Internal Revenue Code of the United States or the Business Privilege Tax law of Guam, Title 12, Guam Code Annotated, Section 26203©. With the exception of not for profit organizations, the affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have 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 or offer 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."

1. If the affidavit is a copy, indicate the BID/RFP number and where it is filed.
2. Affidavits must be signed within 60 days of the date the bids or proposals are due.

BF-3

MAJOR SHAREHOLDERS OF DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)  
 )  
 HAGATNA, GUAM )

I, undersign, \_\_\_\_\_,  
 (partner or officer of the company of, etc.)  
 being first duly sworn, deposes and says:

1. That the person who have held more than ten percent (10%) of the company's shares during the past twelve (12) months are as follows:

<u>Name</u>	<u>Address</u>	<u>Percentage of Shares Held</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total number of shares		_____

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

<u>Name</u>	<u>Address</u>	<u>Amount of Commission Gratuity or other Compensation</u>
_____	_____	_____
_____	_____	_____

Further, affiant sayeth naught.

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

\_\_\_\_\_  
 Signature of individual if bidder/offeror is a sole Proprietorship; Partner, if the bidder/offeror is a Partnership Officer, if the bidder/offeror is a corporation.

Subscribe and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_\_\_\_.

Notary Public \_\_\_\_\_  
 In and for the Territory of Guam  
 My Commission expires: \_\_\_\_\_.

NON-COLLUSION AFFIDAVIT

Guam )  
 )ss:  
Hagatna )

I, \_\_\_\_\_ first being duly sworn, depose and say:  
(Name of Declarant)

1. That I am the \_\_\_\_\_ of \_\_\_\_\_.  
(Title) (Name of Bidding/RFP Company)
2. That in making the foregoing proposal or bid, that such proposal or bid is Genuine and not collusive or sham, that said bidder/offeror has not colluded, Conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding or submitting a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid of affiant or any other bidder, or to secure any overhead, project or cost element of said bid price, or of that of any bidder, or to secure any advantage against the GUAM POWER AUTHORITY or any person interested in the proposed contract; and
3. That all statements in said proposal or bid are true.
4. This affidavit is made in compliance with Guam Administrative Rules and Regulations §§3126(b).

\_\_\_\_\_  
(Declarant)

SUBSCRIBED AND SWORN to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2014

(Seal)

\_\_\_\_\_  
Notary Public  
In and for the Territory of Guam  
My Commission Expires:



### NO GRATUITIES OR KICKBACKS AFFIDAVIT

**AFFIDAVIT**

(Offeror)

TERRITORY OF GUAM)

HAGATNA, GUAM

)  
)

SS:

\_\_\_\_\_, being first duly sworn, deposes and says:

As the duly authorized representative of the Offeror, that neither I nor of the Offeror' s officers, representatives, agents, subcontractors, or employees has or have offered, given or agreed to give any government of Guam employee or former employee, any payment, gift, kickback, gratuity or offer of employment in connection with Offeror' s proposal.

\_\_\_\_\_

Signature of Individual if Proposer is a Sole Proprietorship;  
Partner, if the Proposer is a Partnership;  
Officer, if the Proposer is a Corporation

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
In and for the Territory of Guam  
My Commission Expires:

### ETHICAL STANDARDS AFFIDAVIT

**AFFIDAVIT**

(Proposer)

TERRITORY OF GUAM )

HAGATNA, GUAM )

SS:

\_\_\_\_\_, being first duly sworn, deposes and says:

That I am (the Sole Proprietor, a Partner or Officer of the Offeror)

That Offeror making the foregoing Proposal, that neither he or nor of the Offeror' s officers, representatives, agents, subcontractors, or employees of the 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, and promises that neither he nor any officer, representative, agent, subcontractor, or employee of Offeror will knowingly influence any government of Guam employee to breach any ethical standard set for in 5 GCA Chapter 5 Article 11.

\_\_\_\_\_  
Signature of Individual if Proposer is a Sole Proprietorship;  
Partner, if the Proposer is a Partnership;  
Officer, if the Proposer is a Corporation

SUBSCRIBED AND SWORN to before me this \_\_\_\_day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
In and for the Territory of Guam  
My Commission Expires:

DECLARATION RE-COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: \_\_\_\_\_

Name of Offeror Company: \_\_\_\_\_

\_\_\_\_\_ hereby certifies under penalty of perjury:

(1) That I am \_\_\_\_\_ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the 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;

\_\_\_\_\_  
Signature of Individual if Proposer is a Sole Proprietorship;  
Partner, if the Proposer is a Partnership;  
Officer, if the Proposer is a Corporation

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
In and for the Territory of Guam  
My Commission Expires:



**GUAM POWER AUTHORITY**  
ATURIDAT ILEKTRESEDAT GUAHAN  
P O BOX 2977, AGANA, GUAM 96932-2977

**SPECIAL PROVISIONS**

**Restriction against Sex Offenders Employed by Service Providers to Government of Guam from Working on Government of Guam Property**

GCA 5 §5253(b) restricts the OFFEROR against employing convicted sex offenders from working at Government of Guam venues. It states:

(b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

\_\_\_\_\_  
Signature of Bidder                      Date

Proposer, if an individual;  
Partner, if a partnership;  
Officer, if a corporation.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
In and for the Territory of Guam  
My Commission Expires:

BID SCHEDULE

AIR INTAKE FILTER ASSEMBLY REPAIRS  
FOR DEDEDO COMBUSTION TURBINE NO. 1 POWER PLANT

**Basic Bid: Dededo Combustion Turbine No. 1**

Item	Description	Qty.	Unit	Total Price
1	Mobilization	1	LS	\$ _____
2	<b>Air Inlet Hood &amp; Screen Assy</b>			
	a) Erect scaffold	1	LS	\$ _____
	b) Dismantle, remove, dispose existing Hood & air inlet screen assembly	1	LS	\$ _____
	c) Repair damaged concrete hood opening	1	LS	\$ _____
	d) Fabricate & install	1	LS	\$ _____
	e) Remove scaffold	1	LS	\$ _____
	<b>Sub-total.....</b>	<b>1</b>	<b>LS</b>	<b>\$ _____</b>
3	<b>Scavenge Air Motor (SAM) Intake Louvre and Tubular Duct repairs</b>			
	a) Erect scaffold	1	LS	\$ _____
	b) Dismantle, remove, tubular duct	1	LS	\$ _____
	c) Fabricate & install intake air louvre	1	LS	\$ _____
	d) Fabricate lifting frame for SAM	1	LS	\$ _____
	e) Fabricate & install tubular duct	1	LS	\$ _____
	f) Remove scaffold	1	LS	\$ _____
	<b>Sub-total.....</b>	<b>1</b>	<b>LS</b>	<b>\$ _____</b>
4.	<b>Air Inlet Filter House duct repair</b>	1	LS	\$ _____
	a) Cut, remove & dispose corroded top plate of trapezoidal duct	1	LS	\$ _____
	b) Fabricate top plate & weld	1	LS	\$ _____
	<b>Sub-total.....</b>	<b>1</b>	<b>LS</b>	<b>\$ _____</b>
5.	Demobilization	1	LS	\$ _____
6.,	Complete clean-up	1	LS	\$ _____
<b>Total Basic Bid Amount:</b>				<b>\$ _____</b>

**Basic Bid** Amount in Words: \_\_\_\_\_

Note: All prices shall include pertinent taxes.

Respectfully submitted by:  
 Contractor: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Option Bid: Dededo Combustion Turbine No. 2**

Item	Description	Qty.	Unit	Total Price
1	Mobilization	1	LS	\$ _____
2	<b>Air Inlet Hood &amp; Screen Assy</b>			
	a) Erect scaffold	1	LS	\$ _____
	b) Dismantle, remove, dispose existing Hood & air inlet screen assembly	1	LS	\$ _____
	c) Repair damaged concrete hood opening	1	LS	\$ _____
	d) Fabricate & install	1	LS	\$ _____
	e) Remove scaffold	1	LS	\$ _____
	<b>Sub-total.....</b>	<b>1</b>	<b>LS</b>	<b>\$ _____</b>
3	<b>Scavenge Air Motor (SAM) Intake Louvre and Tubular Duct repairs</b>			
	a) Erect scaffold	1	LS	\$ _____
	b) Dismantle, remove, tubular duct	1	LS	\$ _____
	c) Fabricate & install intake air louvre	1	LS	\$ _____
	d) Fabricate lifting frame for SAM			
	e) <b>Supply &amp; replace old SAM</b>	1	LS	\$ _____
	f) Fabricate & install tubular duct	1	LS	\$ _____
	g) Remove scaffold	1	LS	\$ _____
	<b>Sub-total.....</b>	<b>1</b>	<b>LS</b>	<b>\$ _____</b>
4.	<b>Air Inlet Filter House duct repair</b>	1	LS	\$ _____
	a) Cut, remove & dispose corroded top plate of trapezoidal duct	1	LS	\$ _____
	b) Fabricate top plate & weld	1	LS	\$ _____
	<b>Sub-total.....</b>	<b>1</b>	<b>LS</b>	<b>\$ _____</b>
5.	Demobilization	1	LS	\$ _____
6.,	Complete clean-up	1	LS	\$ _____

Total **Option Bid** Amount: \$ \_\_\_\_\_

**Option Bid** Amount in Words: \_\_\_\_\_

Note: All prices shall include pertinent taxes.

Respectfully submitted by:

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

BOND NO. \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,

\_\_\_\_\_  
*(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 Territory of Guam for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for payment of which sum will 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 \_\_\_\_\_

NOW THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall not withdraw said bid within one hundred twenty (120) calendar days after the opening of bids, and shall within fifteen (15) working days after the prescribed forms are presented to him for signature, enter into a Contract with the Guam Power Authority in accordance with the terms of such bid and give such bond or bonds 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, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Guam Power Authority 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)

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\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

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PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

herein after called the Contractor and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_

(hereafter referred to as: "Surety") authorized to transact business in Guam as Surety, are held and firmly bound unto the Guam Power Authority, as obligee, 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 agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a Contract with the Guam Power Authority for the Air Intake Filter Assembly Repairs for Dededo Combustion Turbines No. 1 & No. 2 Power Plants in accordance with Drawings and Specifications prepared by the Guam Power Authority, which Contract is by reference made a part hereof, and is hereafter 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 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 Guam Power Authority provided the same is within the scope of the Contract.
- B. Whenever Contractor shall be and is declared to be in default under the Contract by the Guam Power Authority, and the Guam Power Authority has performed its Contract obligations, 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 Guam Power Authority and the Surety of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the Authority, 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 than 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 Guam Power Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Guam Power Authority to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Guam Power Authority or successors of the Authority.
- C. A claimant is defined as one having a direct contract with the Contractor, or with a sub-contractor 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 Guam Power Authority 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 Guam Power Authority 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 a claimant:

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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 Guam Power Authority, or the Surety above named, within ninety (90) calendar days after such claimant did or performed that 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 it 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 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\_\_\_\_\_.

IN THE PRESENCE OF:

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

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(CONTRACTOR) (SEAL)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(MAJOR OFFICER OF SURETY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(RESIDENT GENERAL AGENT)

CONTRACT NO.:

CONTRACT

(Contractor)

Guam Power Authority

Contract for: Air Intake Filter Assembly Repairs for Dededo Combustion Turbines No. 1 & No. 2  
Power Plants

Project No.: GPA-046-14

Amount: \$

Place: DEDEDO COMBUSTION TURBINE POWER PLANT

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FORMAL CONTRACT

THIS AGREEMENT AND FORMAL CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Government of Guam, hereinafter called the "Government", represented by the Contracting Officer executing this contract, party of the first part, and \_\_\_\_\_, a corporation, partnership or sole proprietorship of Guam, hereinafter called the "Contractor", party of the second part.

WITNESSETH, That whereas the Government intends to perform the Air Intake Filter Assembly Repairs for Dededo Combustion Turbines No. 1 & No. 2 Power Plants, hereinafter called the "Project", in accordance with the drawings, specifications and other contract documents prepared by the Guam Power Authority,

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

I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all the work required for the 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 Contractor agrees to commence work under this contract upon written notice to proceed, and to complete the project ready for use and operation within one hundred twenty (120) calendar days per unit of the commencement of the contract time as stated in the Instructions to Bidders of the contract.

(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* (\$\_\_\_\_\_.00) 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.

(a) 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 Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- a) Invitation to Bid
- b) Instructions to Bidders
- c) Bid Form
- d) Bid Bond
- e) Formal Contract
- f) Performance and Payment Bonds
- g) Special Provisions
- h) General Conditions
- i) General Scope of Work
- j) Prevailing Wage Rates
- k) Technical Specifications
- l) Plans
- m) Addendum(s)

IV. LIQUIDATED DAMAGES: The Contractor further agrees to pay to the Government the sum of

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\$500.00, 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.

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 commission's payable by contractors upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

VIII. 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.

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

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

CONTRACTOR

GUAM POWER AUTHORITY

\_\_\_\_\_

\_\_\_\_\_

JOAQUIN C. FLORES, P.E.  
General Manager

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

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

APPROVED AS TO FORM:

\_\_\_\_\_

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

D. Graham Botha, Esq.  
GPA Staff Attorney



## SPECIAL PROVISIONS

1. **General Intention.** It is the declared intention and meaning to provide and secure the construction of GPA-046-14 Air Intake Filter Assembly Repairs for Dededo Combustion Turbines No. 1 & No. 2 Power Plants.
2. **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. **Specifications and Standards.** The specifications and standards referenced in this specification (including addenda, amendments and errata listed) shall govern in all cases where the references thereto are made. In case of a difference between the referenced specifications or standards and this specification or its accompanying drawings, this specification and its accompanying drawings shall govern to the extent of such difference, otherwise the referenced specifications and standards shall apply. Extra care shall be exercised to refer in requests for quotations in orders and in subcontracts to the referenced specifications and to all modifications thereof.
4. **Time for Completion.** It is hereby understood and mutually agreed, by and between the Contractor and the Government of Guam, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed and shall be completed within one hundred twenty (120) calendar days per unit after the specified date in the Notice to Proceed.
5. **Liquidated Damages.** It is hereby understood and mutually agreed, by and between the Contractor and the Guam Power Authority, that liquidated damages shall be assessed for each calendar day the work remains incomplete.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Guam Power Authority the *amount of \$500.00* per calendar day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default of the time stipulated in the contract for completing the work.

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

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

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completion of the work is due

- a. to any preference, priority or allocation order duly issued by the Guam Power Authority;
- 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 Guam Power Authority, acts of another Contractor in the performance of a contract with the Guam Power Authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and
- c. to any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided further 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.

The 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.

#### 6. Environmental Protection Requirements

- a. Provide and maintain during the life of the contract, an environmental protection plan. Provide environmental protective measures, as required to control pollution that develops during normal construction practice.
- b. Provide also environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with all federal and local statutes and regulations pertaining to environmental protection.

In particular, comply with the requirements of and promulgated regulations resulting from Title X, Chapters 45 through 52 of the Government Code of Guam. DEFINITIONS OF CONTAMINANTS.

- c. Solid waste Disposal Permit: Submit one copy of local permit or license which reflects Guam Environmental Protection Agency approval of the disposal plan as being in compliance with their solid waste disposal regulations.
7. Disposal. Unsuitable materials as a result of contractor's operations shall be disposed of in accordance with the local laws and/or policies of concerned agencies. Disposal, tipping fees/charges shall be at the contractor's expense.
  8. The Contractor shall investigate the project site prior to bidding and verify existing conditions and dimensions. Failure to do so, shall not be cause for additional claims against the Authority. Any work related to conditions not reflected on the plans will be performed at the Contractors expense.

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9. The Contractor shall submit technical brochures samples, shop drawings and details as required by the Project Engineer prior to purchase or installation.
10. Material Standards: All materials and equipment must conform to applicable standards of organizations such as the American Standard Institute (ANSI), the American Society for Testing and Materials (ASTM), the National Electrical Manufacturers Association (NEMA), and the Underwriters Laboratories (UL). Proof of such conformance shall be submitted to the Project Engineer for approval. References to various standards contained in the specification and drawings shall be understood to be the issue or revision in effect on the date of the bid submittal. Any deviation shall be detailed in a written request to GPA Engineering for approval and shall not be initiated until written approval is received by the Contractor from GPA.
11. Contractor-Furnished Equipment: All materials and equipment, except for those specifically identified as additive bid items, required to complete the project shall be furnished by the Contractor.
12. Owner-Furnished Equipment:
  - a. GPA reserves the option to supply materials listed in the additive bid items and not award the additive bid in whole or in part. Should GPA exercise this option, all other materials not listed in the additive bid items, but necessary to complete the project, shall be furnished by the Contractor.
  - b. GPA will adjust the total lump sum bid before award. The cost deducted will be the values provided by the bidder on the additive bid items.
  - c. The Contractor shall be responsible to transport owner-furnished equipment from the Owner's designated storage site to the job site.
    - 1) The Contractor shall repair or replace these items if damaged during transport to the site. In addition, the Contractor shall repair any damage to public and private property caused by the transport of these items.
    - 2) All materials and equipment to be furnished by GPA are in good condition. Prior to the start of construction, the Contractor shall inspect these items and acknowledge the receipt thereof. The Contractor is responsible for repairing and replacing any damage or theft of equipment or damage which causes the equipment to be inoperable from the date it was received and prior to final acceptance of this project. All expenses shall be the Contractor's responsibility. Replacement materials and equipment shall be of a type and quality equal to the original materials and equipment, shall be acceptable to the Owner, and shall be obtained expeditiously to prevent delay of the work. Extensions of time will not be granted for delays caused by failure to receive replacement materials and equipment at the time required for their installation.
    - 3) The Contractor shall be responsible for the prompt unloading of all equipment and materials received into his custody and shall pay any demurrage. If any Owner-fur-

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nished materials and equipment arrive after working hours, the Contractor shall assign personnel to receive and inspect all such shipments and shall pay all base time and overtime costs for such work.

- 4) The Contractor shall maintain a current, accurate inventory and record of location for all equipment and materials in his custody.

13. Underground Utilities Clearance:

- a. The Contractor shall secure all permits required for construction including permits by the Department of Public Works, U.S. Navy, State Historic Preservation Office, GWA, GTA, GPA, Department of Parks and Recreation, MCV, and other agencies involved.
- b. The Contractor shall coordinate with the government and private utility agencies in obtaining excavation. Extra care shall be taken so as not to damage any existing underground utilities. Any damaged utilities and any effects of the damage shall be the Contractor's responsibility.

14. Power Shutdown of Existing Circuits:

- a. Due to the critical nature of and the significance to the customers served by the 34.5kV and 13.8 kV circuits in the project area, close and careful coordination of the outage requirements is a must. For all scheduled outages required by the contract, the Contractor must:
  - 1) Submit a written request to the Chief Dispatcher, GPA PSCC Department two weeks (14 days) prior to the outage date. No outage will be granted without a written request.
  - 2) Coordinate closely with Superintendent of Overhead Lines, GPA T&D Department or his designated representative.
  - 3) Outages are limited to a maximum of six (6) hours daily. GPA Customers shall not experience a scheduled interruption exceeding six (6) hours per day. Scheduled interruptions affecting the same customers on consecutive days are not permitted. The Contractor shall give consideration to prevent such occurrences.
  - 4) The Contractor shall provide an outage plan on areas affecting schools for GPA's approval prior to start of work. The following shall be incorporated in the outage plan in addition to the requirements indicated above.
    - a) No outages shall be permitted during school hours.
    - b) The outage plan shall be practical and incorporated in the project schedule to meet the required completion.
    - c) GPA will not consider any requests for time extension due to outages restrictions caused by school schedules.

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- 5) GPA will be responsible for notifying the media and public announcements. GPA will also be responsible for de-energizing and re-energizing circuits as required by the project.
15. Surplus Materials: Existing materials removed shall be cleaned, disassembled and assumed in good condition before returning the materials to the Dededo Warehouse or Dededo Pole Yard. Hardware, wire, insulators, crossarms, poles, etc. shall be returned and signed by item lots to GPA. The Contractor shall coordinate two working days in advance with the GPA Project Engineer prior to scheduling the return of materials. Materials returned shall be signed for and the credit receipt shall be acknowledged by the GPA Project Engineer or GPA Project Inspector. The Contractor shall be responsible for proper accounting of all returned materials. Any difference between the credit receipts and removal quantities, as determined by the GPA Project Engineer, shall be the Contractor's financial responsibility. The difference shall be deducted from the total value of the Contract at the end of the project. Unsalvageable, rotten or junk materials, must be certified by the GPA Project Engineer or GPA Inspector in writing, and shall be properly disposed of, at the Ordot landfill or an approved disposal location.
  16. Handling and Storage: The Contractor shall promptly receive, unload, and place into storage all equipment, materials, and supplies arriving at the project site for the work under this Contract. This shall include equipment and materials furnished by the Owner and specified to be erected and installed under this Contract. The Contractor shall provide all required storage facilities.
    - a. Hazardous Materials
      - 1) All shipments of Contractor-furnished equipment or materials arriving at the site containing hazardous materials shall be identified on the materials list. A copy of all hazardous materials documentation required shall be included with the materials list and shall also be included with the shipping papers attached to the shipment.
      - 2) No hazardous materials shall be disposed of at the site. Any hazardous materials which the Contractor must dispose of shall be removed from the site by the Contractor and taken to an approved disposal facility in accordance with local, state, and federal codes and regulations, all at the Contractor's expense. The Contractor shall notify the Owner of any disposal of hazardous materials.
      - 3) Hazardous materials documentation provided by suppliers of Owner-furnished equipment and materials will be furnished to the Contractor.
    - b. Stored equipment and materials shall be adequately supported and protected to prevent damage. Equipment shall be moved into the permanent building or onto its permanent foundation as soon as construction will permit.
      - 1) Stored materials and equipment shall not be allowed to contact the ground. In warehouses that do not have dry concrete or suspended floors, materials and equipment shall be stored on platforms or shoring.

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- 2) Strip heaters and similar heating devices furnished with electrical equipment shall be electrically connected to provide protection during storage. Heaters shall be energized immediately upon placement of the equipment in storage, and maintained in an energized condition until they can be energized from a permanent electrical connection. If permanent electrical power is not available when the equipment is installed in its permanent location, electrical equipment requiring strip heaters and similar heating devices shall be suitably connected to a reliable temporary power source.
  - 3) All openings in equipment and piping not stored under weatherproof covers shall be closed to prevent entrance of dirt or moisture during storage.
17. **COMPLETION TIME:** Completion of this project shall one hundred twenty (120) calendar days per unit after issuance of Notice to Proceed.

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## GENERAL CONDITIONS

### I. DEFINITIONS

#### 1. Owner

The term "Owner" as used herein means the Guam Power Authority (hereinafter called "GPA") and shall include the Governor of Guam, and/or his authorized representatives.

#### 2. Contracting Officer

The term "Contracting Officer" as used herein means the General Manager of the Guam Power Authority and shall include his authorized representatives.

#### 3. 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.

#### 4. Notice

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

#### 5. Forms Enclosed

The copies of the form of agreement and form of bid bond, enclosed herewith are incorporated in these General Conditions by reference and are made a part hereof to the same extent as though fully set forth herein.

## II. CONSTRUCTION CONTRACT

### 1. Contract Documents

- a) The contract documents consist of the Agreement, and technical specifications, including all addenda and alterations made in the documents prior to their execution.
- b) The contract documents shall be signed by the Owner and Contractor.
- 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. In case of discrepancies between the contract documents, the agreement shall take precedence over the technical specifications. Any discrepancies between the contracts documents shall be called to the attention of the Contracting Officer before proceeding with work affected thereby.
- d) It will be conclusively presumed that the Contractor has read, examined and agreed to each and every term, conditions, provisions, covenant or agreement in the technical specifications, bid forms, contract, and conditions related to the work to be carried on, said documents being on file in the Procurement Office, Guam Power Authority, Harmon, Guam.

### 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 between small scale and large scale drawings, the large-scale drawings shall govern. Figured dimensions on the drawings shall be considered primary compared with measurements obtained through scaling of 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.
- e) The approval of shop and setting drawings will be general and, except as otherwise provided in paragraph, 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 and otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.



### 3. Detail Drawings and Instructions

- a) 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.
- b) The Contracting Officer, at any time, 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 changes:
  - (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 site;  
or
  - (4) Directing acceleration in the performance of the work.
- c) Any other written order or an oral order (which terms as used in 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.
- d) 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.

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

- d) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for re-submission. 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 so that if any variations are acceptable, 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 Owner and to be so minor as not to involve a change in the contract price or time for performance, he may approve the drawing.

#### 5. Specifications and Drawings

- a) The Contractor shall keep on the work site a copy of the drawings and specifications including all authorized change orders, and shall at all times give the Owner, 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.

#### 6. 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.

#### 7. Explanation to Bidders

Discrepancies, omissions, or doubts as to the meaning of bid submittal documents, contract provisions and technical 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 Invitation for Bids documents which, if issued, will be sent as promptly as practicable to all persons to whom the bid documents have been issued. All such addenda shall become part of the contract documents.

### III. BIDS, BIDDER RESPONSIBILITIES

#### 1. Conditions at Site or Building

- a) Bidders should visit the site and shall be responsible for having ascertained pertinent conditions such as location, accessibility, and general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of his 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 of 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 under Changes in Work.

#### 2. Submission of Bids

- a) The bidder is required to bid on all items called for in the Bid Form.
- b) Bids shall be submitted on the forms furnished or copies thereof, and shall be signed in ink. 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 proposal or irregularities of any kind may be rejected by the Owner as being incomplete.
- c) Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the name of the partnership by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or

printed below the signature. A bid by a person who affixes to his signature the word "president", (agent or other designation, without disclosing his principal), may be held to the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

3. Bid Guarantee

Bids shall be accompanied by a bid guarantee of not less than fifteen percent (15%) of the total bid amount for which an award can be made. Bid guarantee may be bid bond (form enclosed), certified check or cashier's check. Bid bond shall be signed by the bidder, two major officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety and shall be accompanied with copies of current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation, Power of Attorney issued by the Surety to the Resident General Agent and Power of Attorney issued by two major officers of the Surety to whoever is signing on their behalf. Certified check or cashier's check must be issued by a banking institution licensed to do business on Guam and shall be made payable to the Guam Power Authority. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw his bid for a period of sixty (60) calendar days after the scheduled closing time for the receipt of bids; that if his bid is accepted, he will enter into a formal contract with the Owner in accordance with the form of agreement included as a part of the contract documents, and that the required performance and payment bond will be given; and that in the event of the withdrawal of said bid within said period, or the failure to enter into said contract and give said bond within ten (10) working days after he has received notice of the acceptance of his bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder in any particular hereof. The bid guarantee shall be returned to all except the three lowest bidders within three days after the formal opening of bids. The bid guarantee of the second and/or third low bidder shall be returned thirty (30) calendar days after the bid opening date upon request, provided that he has not been notified by the Owner of the acceptance of his bid prior to the date of such request. The bid guarantee of the lowest qualified bidder shall be returned within forty eight (48) hours after the Owner and the qualified bidder have executed the contract.

4. 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.

5. 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.

6. 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.

7. Rejection of Bids

The Owner reserves the right to reject any and all bids when such rejection is in the interest of the Owner and to reject the bid of a bidder who is not in a position to perform the contract.

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

9. Performance and Payment Bond

The successful bidder must deliver to the Owner an executed performance and payment bond (forms enclosed) in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and security for the payment of all persons performing labor and furnishing materials in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Owner and as are authorized to transact business in Guam. The bonds must be approved by the Owner prior to execution of the formal contract.

10. Cancellation of Award

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

IV. DUTIES OF CONTRACTING OFFICER AND CONTRACTOR SAFETY MEASURES

1. Authority of Contracting Officer

The Contracting Officer shall give all orders and directions contemplated under this contract 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 or under this contract and shall decide all questions which may arise in relation to paid work and the construction thereof. The Contracting Officer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract 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 Owner shall be adjusted and determined by the Contracting Officer.

## 2. Contractor's Obligations

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

## 3. Superintendence by Contractor

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

## 4. Subcontracts

- a) Nothing contained in the specifications or drawings shall be construed as creating any contractual relationship between any subcontractor and the Owner. The diffusion or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade. The Contractor shall be as fully responsible to the Owner for the acts and omissions of subcontractors and of persons employed by them, as he is for the acts and omissions

of persons directly employed by him.

- b) The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged in his work.
- c) The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work which are specified to be performed by specialty subcontractors.
- d) The Owner will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- e) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work including waiver of mechanics liens to bind subcontractors by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Owner any exercise over the Contractor under any provisions of the contract documents.

#### 5. Subletting

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

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

#### 6. Assignments

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

#### 7. Equal Opportunity

- a) The Contractor will not discriminate against any employee or applicant for

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

- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.
- c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### 8. Hiring of Apprentices

The Contractor shall hire for performance of work under this contract apprentice(s) to be employed in the performance of work under this contract in accordance with Executive Order No. 2000-10 dated April 11, 2000 (See Attachment "A" to General Conditions).

#### 9. Minimum Wage Rate

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

#### 10. Laws, Permits and Regulations

- a) Building permit for the project shall be secured and paid for by the Contractor.
- b) The Contractor shall pay all fees and charges for connection to outside service and use of property other than the site of the work for storage of materials or other purposes.
- c) The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to work hereunder unless in conflict with contract requirements. If the Contractor ascertains at any time that any requirement of this



contract is a variance with applicable laws, ordinances, regulations, or building code requirements, he shall promptly notify the Contracting Officer and any necessary adjustment of the contract shall be made as specified under Changes in Work.

#### 11. Contractor's and Subcontractor's Insurance

- a) The contractor shall not commence work under this contract until he has obtained all the insurance required and such insurance has been approved by the Owner. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- b) Workmen's Compensation and Employers Liability insurance – The limit of Workmen's Compensation shall be statutory and the Employers Liability limits shall be \$500,000/\$500,000/\$500,000. This coverage shall cover all employees engaged in the work on the project under this contract and in case such work is sublet, the Contractor shall require the subcontractor similarly to provide Workman's Compensation and Employers Liability insurance for all of the latter's employees to be engaged in such work. Add Waiver of Subrogation in favor of Owner.
- c) Commercial General Liability Insurance including products, completed operations and contractual coverage for this Agreement in the amount of \$1,000,000. Grant Waiver of Subrogation in favor of Owner. Owner is to be an additional insured.
- d) Commercial Auto Liability Insurance covering bodily injury and property damage in the amount of \$1,000,000 combined single limit. Grant Waiver of Subrogation in favor of Owner. Owner is to be an additional insured.
- e) Excess Liability insurance with limits of \$5,000,000 or higher. Owner is to be an additional insured.
- f) Builders' Risk insurance is to be furnished by Contractor which shall include owner as a named insured. The limit of insurance shall be equal to the total limit of the project. The Contractor shall be responsible for the deductible regarding any loss.
- g) Contractor shall furnish certificates of insurance and waiver of subrogation endorsement to owner prior to commencement of work showing evidence of such coverage, including the statement to the effect that cancellation or termination of the insurance shall not be effective until at least ten (10) days after receipt of written notice to owner. At all times Contractor's insurance shall be primary to any other insurance that may be carried by Owner. The statement of limits of insurance coverage shall not be construed as in any way limiting the Contractor's liability under this agreement. Owner shall be an additional insured on all liability coverage and certificates of insurance shall clearly indicate such.

- h) Indemnity: The Contractor shall indemnify, defend and hold harmless owner against all loss, damage, or expense (including reasonable attorney's fees incurred by owner) arising out of the performance of the work, including injury or death to any person or persons resulting from the acts or omission of the Contractor or the Contractor's employees, servants, agents or subcontractors and from mechanics and materialmans liens.

12. Supplemental to Contractor's and Subcontractor's Insurance (Not Applicable)

Flood Hazard Insurance - The Contractor during the life of this contract shall secure and maintain Flood Hazard Insurance in the amount equivalent to 100 percent (100%) of the contract amount for all damages. The policies shall be in the name of the Owner and the Contractor.

A certificate of the insurance company as to amount and type of coverage, terms of policies, etc., shall be delivered to the Owner before commencing work.

13. Accident Prevention

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

14. Protection of Work and Property

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

15. Responsibility of Contractor to Act in Emergency

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

regarding expenses shall be submitted to the Owner through the Contracting Officer and the amount of compensation shall be determined by agreement or arbitration.

16. Mutual Responsibility of Contractors

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

17. 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 Sundays or legal holidays without additional expense to the Owner;
- d) to store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- e) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- f) to frequently clean up all refuse, rubbish, scrap materials and debris caused by his operation so that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- g) to effect all cutting, fitting, or patching of his work required to make the same conform to the plans and specifications, and except with the consent of the Contracting Officer, not to cut or otherwise alter the work of any contractor;
- h) before final payment to remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, to put the site in a neat, orderly condition and to thoroughly clean and leave reasonably dust free all furnished surfaces.

18. 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.

19. Site of Contractor's Operations

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

20. Barricades

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

21. 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.

22. Water

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

23. Signs

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

V. QUALITY OF WORK

1. Engineering and Layout

- 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 survey and approach drawings before undertaking any construction work and shall be

responsible for the accuracy of the finished work.

- b) The Owner 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 Owner.
- 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 Owner. 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 Owner, be replaced and accurately located by the Contractor.

## 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.

- 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 insets.
- c) The Contractor shall submit all drawings and schedules sufficiently in advance of construction requirements to allow ample time for checking, correcting, resubmitting and rechecking.
- d) The drawings submitted shall be marked with the name of the project, numbered consecutively and bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the contract because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that if applicable, suitable action may be taken for proper adjustment. Otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though such shop drawings have been approved.
- e) If a drawing as submitted indicates a departure from the contract requirements which the Contracting Officer finds to be in the interest of the Owner 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 2 (e), shall not be construed (1) as permitting any departure from the contract requirements; (2) as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist; (3) as approving departures from additional details or instructions previously furnished by the Contracting Officer.

### 3. Standards

- a) Any material specified by reference to the number, symbol or title of a specific standard, such as a commercial standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereto in effect on the date of 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 of type of construction which in the judgment of the Contracting Officer expressed in writing is equal to that specified.

### 4. Samples

- a) The Contractor shall furnish for the approval of the Contracting Officer any samples required by the 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 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 in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirement. When a material has been approved, no additional sample of that material will be considered and no change in brand or make will be permitted. Approval of samples of hardware in good condition may be suitably marked for identification and used in the work.
- 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 Owner, the defective materials and equipment may be permitted to remain in place subject to a proper adjustment of the contract price. The cost of the tests will be borne by the Owner except where laboratory tests as hereinafter specified are required by the specifications.

## 5. Operations and Maintenance Data

- e) Submit operation and maintenance (O&M) data/manuals which are specifically applicable to this contract and a complete and concise depiction of the provided equipment or product. Data containing extraneous information to be sorted through to find applicable instructions will not be accepted. Present information in sufficient detail to clearly explain user O&M requirements at the system, equipment, component, and subassembly level. Include an index preceding each submittal.
- b) Types of information required in O&M data packages
  1. Operating Instructions: Include specific instructions, procedures, and illustrations.
  2. Safety Precautions: List personnel hazards and equipment or product safety precautions for all operating conditions.
  3. Startup, Shutdown, and Post shutdown Procedures: Include a control sequence for each of these operations.

4. Normal Operations: Include control diagrams with data to explain operation and control of systems and specific equipment.
5. Emergency Operations: Include emergency procedures for equipment malfunctions to permit a short period of continued operation or to shut down the equipment to prevent further damage to systems and equipment. Include emergency shutdown instructions for fire, explosion, spills, or other foreseeable contingencies. Provide guidance on emergency operations of all utility systems including valve locations and portions of systems controlled.
6. Operator Service Requirements: Include instructions for services to be performed by the operator such as lubrication, adjustments, and inspection.
7. Environmental Conditions: Include a list of environmental conditions (temperature, humidity and other relevant data) which are best suited for each product or piece of equipment and describe conditions under which equipment should not be allowed to run.
8. Preventive Maintenance Plan and Schedule: Include manufacturer's schedule for routine preventive maintenance, inspections, tests and adjustments required to ensure proper and economical operation and to minimize corrective maintenance and repair.
9. Trouble shooting Guides and Diagnostic Techniques: Include step-by-step procedures to promptly isolate the cause of typical malfunctions. Describe clearly why the checkout is performed and what conditions are to be sought. Identify tests or inspections and test equipment required to determine whether parts and equipment may be reused or required replacement.
10. Wiring Diagrams and Control Diagrams: Wiring diagrams and control diagrams shall be point-to-point drawings of wiring and control circuits including factory-field interfaces. Provide a complete and accurate depiction of the actual job specific wiring and control work. On diagrams number electrical and electronic wiring and pneumatic control tubing and the terminals for each type, identically to actual installation numbering.
11. Maintenance and Repair Procedures: Include instructions and list tools required to restore product or equipment to proper condition or operating standards.
12. Removal and Replacement Instructions: Include step-by-step procedures and list required tools and supplies for removal, replacement, disassembly, and assembly of components, assemblies, subassemblies, accessories, and attachments. Provide tolerances, dimensions, settings and adjustments required. Instructions shall include a combination of text and illustrations.
13. Spare Parts and Supply Lists: Include lists of spare parts and supplies



required for maintenance and repair to ensure continued service or operation without unreasonable delays.

14. Parts Identification: Provide identification and coverage for all parts of each component, assembly, subassembly, and accessory of the end items subject to replacement. Identify parts by make, model, serial number, and source of supply to allow reordering without further identification. Provide clear and legible illustrations, drawings, and exploded views to enable easy identification of the items.
15. Warranty Information: List and explain the various warranties and include the servicing and technical precautions prescribed by the manufacturers or contract documents to keep warranties in force.

## 6. Laboratory and Other Field Tests

Any specified laboratory and field 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. The tests shall include, but are not limited to, compaction testing, concrete slump, and other field tests needed in the construction process.

## 7. 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.

## 8. 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.

#### 9. Guarantee of Work

- a) Except as otherwise specified all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one year from the date of final completion of the contract or from full occupancy of the building or work product by the Owner, whichever is earlier.
- b) If within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of the Contracting Officer, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the Owner and without expense to the Owner:
  - 1. Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; and
  - 2. Make good all damages to the building or site or equipment or contents thereof which, in the opinion of the Contracting Officer, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract.
- c) In any case wherein fulfilling the requirements of the contract or of any guarantee embraced in or required thereby the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Contracting Officer and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.
- e) All special guarantees applicable to definite parts of the work shall be stipulated in the specifications or other papers forming a part of the contract and shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

#### 10. Defective Work

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

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

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

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

## VI. INSPECTION OF WORK

### 1. Access to the Work

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

### 2. Inspectors

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

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

### 3. As-Built Drawings

A contract set of drawings shall be maintained at the site with all changes or deviations from the original drawings neatly marked thereon in brightly contrasting color. Also, the final location of piping, fittings, valves and accessories, along with utilities encountered in the trench or other excavations shall be indicated. 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 and another copy in the latest AutoCAD format provided in compact discs shall be delivered to the Contracting Officer.

#### 4. Inspection

- a) All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and testing by the Contracting Officer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Contracting Officer shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be satisfactorily replaced with proper materials and the Contractor shall promptly segregate and remove the rejected materials from the premises. If the Contractor fails to proceed at once with the replacement of rejected materials and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such materials and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed as provided in paragraph 6 of Section VII, Time for Performance, the Contractor and surety being liable for any damage to the same extent as provided in said paragraph 6 for termination thereunder.
- b) The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection and tests that may be required by the Contracting Officer. All inspections and tests shall be performed in such manner as not to unnecessarily delay the work. Special, full-size and performance tests shall be as described in the specifications. The Contractor shall be charged with any cost of inspection when material and workmanship are not ready at the time inspection is requested by the Contractor.
- c) Should it be considered necessary or advisable by the Contracting Officer at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any material respect due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements involved in the examination and replacement, the cost of conducting the test plus 15% 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.

#### 5. Final Inspection

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

- b) If the Contracting Officer considers the work substantially complete, the Contracting Officer shall therein fix the date of substantial completion. In addition, a list of any deficiencies requiring completion or correction before final inspection will be attached to the Certificate of Substantial Completion. This list of deficiencies (punch list) shall be completed by the Contractor within 10 days after receipt of the Certificate of Substantial Completion and list of deficiencies. The Contracting Officer will not make the final inspection until all work, including the correction of such deficiencies, final clean-up, and such extra work as may be ordered by the Contracting Officer, has been completed by the Contractor and all subcontractors.
- c) When the Contractor has completed work listed on the punch list or when the 10 day punch list period expires, whichever comes first, the Contracting Officer will set a definite date for final inspection. The Contracting Officer and Contractor will then make a final inspection of the project, again noting any deficiencies that remain. The Contracting Officer will again notify the Contractor in writing of all particulars in which this inspection reveals that the work is incomplete or defective. The Contractor shall remedy such deficiencies within 5 days of written notice.  
  
Upon correction of all deficiencies, the Contracting Officer will notify the Contractor and Owner in writing of the date upon which the work was considered complete.
- d) A Certificate of Completion for the project, submitted by the Contracting Officer and approved by the Owner, shall constitute final acceptance of the work.
- e) Final acceptance shall not constitute acceptance of any unauthorized or defective work or material, nor shall progress estimates be construed as acceptance of any work under this contract. The Owner shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or from recovering damages for any such work or material.

## VII. TIME FOR PERFORMANCE

### 1. Prosecution of the Work

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

### 2. Suspension of Work

The Owner will furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated. Should the Owner be prevented or enjoined from proceeding with the work or from authorizing its prosecution, either before or

after the commencement by reason of any litigation, the Contractor shall not be entitled to make or assert any claim for damage by reason of said delay, or to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay determination to be set forth in writing.

### 3. Climatic Conditions

- a) When so ordered by the Contracting Officer, the Contractor shall suspend any work that may be subject to damage by climatic conditions.
- b) Contract Completion Time. The allowable work days for this contract were calculated after allowing for the following number of lost days in each month. Time extension on account of inclement weather will be allowed only if the daily report of the Contracting Officer's inspector indicates lost days beyond the limits shown below. Time extension on account of inclement weather on Saturday and Sunday shall be granted only if the Contractor confirms in writing at least seven (7) calendar days in advance his intention to work on weekends.

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

### 4. Progress Meeting and Progress Report

The Contractor must make himself available to meet with the Contracting Officer once a week to report and discuss the project progress, problem areas encountered, and planning of future work. The Contractor shall submit monthly progress report in triplicate to the Contracting Officer briefly setting forth work accomplished within two days after meeting.

### 5. Time Restrictions for Performing Work

No work shall be carried out on Site during the night or on Saturdays, Sundays, or legal holidays without the consent in writing of the Contracting Officer except if the Work is unavoidable or absolutely necessary to save life or property or for the safety of the Work, in which case the Contractor shall immediately advise the Contracting Officer. The Contracting Officer shall not unreasonably withhold any such consent under exceptional circumstances,

nor do so if Work at night or on Saturdays, Sundays, or legal holidays is considered by Contractor to be necessary to meet the Contract Time. The services of the Inspector and Project Engineer will be charged to the Contractor.

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

a) If:

1. The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors;
2. A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 calendar days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 calendar days;
3. The Contractor shall refuse or fail, after Notice of Warning from the Contracting Officer, to supply enough properly skilled workmen or proper materials; or
4. The Contractor shall refuse to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or;
5. The Contractor shall fail to make payments as specified to persons supplying labor or materials for the work, or;
6. The Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Contracting Officer or otherwise be guilty of a substantial violation of any provisions of this contract, then, and in any such event, the Owner, upon the certificate of the Contracting Officer that sufficient cause exists to justify such action, and without prejudice to any other rights or remedy he has may, with 10 calendar days notice to the Contractor, terminate the employment of the Contractor and his right to proceed, either as to the entire work or (at the option of the Owner) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise as the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment on that work until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative, and inspection services and any liquidated damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of

and utilize in completing the work such materials, supplies, plant, and equipment as may be on the site of the work and necessary therefor. The expenses incurred through the Contractor's default shall be certified by the Contracting Officer.

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

## VIII. CLAIMS, PAYMENTS

### 1. Contractor's Title to Materials

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

### 2. Claims

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

In case such evidence is not furnished or in case any claim is filed with the Owner or any suit or action is instituted against the Owner as defendant or garnishes or against the Contractor in connection with the work performed or to be performed under the drawings, specifications or contract, the Owner may retain from the money due or to become due to the Contractor such



sum or sums as in the judgment of the Contracting Officer will fully protect the Owner from loss, charge or expense by reason of such claim, suit or action. The Owner without prejudice to any other and further rights, may make any and all deductions for any loss, charge or expense sustained by it to which it would be entitled under the contract specifications or bond, or otherwise before paying over the balance of the sum or sums retained as aforesaid, if any, to the Contractor, his creditor, or any successful claimant against the Contractor.

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

3. Waiver of Mechanics Liens

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

4. Schedule of Values

Within three days after receipt of notice to proceed, the Contractor shall submit for approval a schedule of the estimated values of the main branches of the work totaling the amount of the contract. The format to be used will be furnished by the Contracting Officer. These values will be used for determining partial payments and as a basis for changes in work as outlined in the General Conditions.

5. Taxes

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

6. Materials, Services and Facilities

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

7. Patents

The Contractor shall hold and save the Owner and his officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses, for or

on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

## 8. Payment by Contractor

The Contractor shall pay -

- a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;
- b) for all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used;
- c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of such subcontractor's interest therein.

## 9. Extras

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

## 10. Changes in Work

- a) The Owner may at any time, by a written order, and without notice to the sureties, make changes in the drawings and specifications of this contract and within the general scope thereof. However, no change will be made which increases the total contract price without notice to sureties. In making any change, the charge or credit 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.

- b) The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.
- c) In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.
- d) If any part of the work as installed is at variance with the contract requirements, the Owner 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.

#### 11. 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 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 estimates, preparatory work done shall not be considered for payment. Materials delivered to site shall be considered for payment subject to the following conditions:
  - 1. The material shall be kept in a safe and enclosed 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.
  - 3. Insurance coverage required under Section 11, Chapter IV of the General Conditions shall include insurance of such material and shall include theft insurance.
  - 4. Request for payment must be accompanied with certification and receipts indicating the cost of material and showing that Contractor has made full payment for such material.
- 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% 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% 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 Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payment have been made, or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- d) No extended overhead costs or standby costs shall be awarded / granted as a result of delays from the Civil work.
- e) Release of Claims - Neither the final payment or any part of the retained percentage shall become due until the Contractor shall deliver to the Owner through the Contracting Officer a complete release of all claims against the Owner 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.
- f) Certificate of Completion - Upon completion and acceptance of all work whatsoever required and the release of all claims against the Owner as specified, the Contracting Officer shall file a written certificate with the Owner and with the Contractor as to the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation therefor.
- g) Final Payment - Within thirty (30) calendar days after the filing of such certificate of completion, the Owner 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.
- h) 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 Owner 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 Owner 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 bonds.

## IX. MISCELLANEOUS

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

## 2. Disputes

- a) Except as otherwise provided in this contract, any disputes arising under this contract shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive. The provision shall not be pleaded in any suit involving a question of facts arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative is alleged. Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence.
- b) This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (2) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official representative or board on a question of law.



*Office of the Governor of Guam*

P.O. Box 2950 Hagåtña, Guam 96932  
 TEL. (671) 472-8931 • FAX (671) 477-4826 • EMAIL: [governor@mail.gov.gu](mailto:governor@mail.gov.gu)

FELIX PEREZ CAMACHO  
 Governor

MICHAEL W. CRUZ, MD  
 Lieutenant Governor

**AMENDED  
 COMMON CONSTRUCTION PREVAILING  
 WAGE RATES FOR GUAM**

Pursuant to 8 CFR 214.2(h)(b)(ii)(v)(F)(2) prevailing wage rates for common construction occupations in Guam must be approved by the U.S. Citizenship & Immigration Service (USCIS) Commissioner of Immigration prior to implementation. These Prevailing Wage Rates apply only to H-2B workers and similarly employed U.S. workers in Guam. USCIS has reviewed and reconsidered the Government of Guam's proposed rates and has approved new rates effective September 29, 2008 as follows:

<u>OCCUPATION</u>	<u>HOURLY WAGE RATES</u>
BRICKLAYER	\$14.02
CARPENTER	\$13.56
CEMENT MASON	\$12.87
CONSTRUCTION EQUIPMENT MECHANIC	\$14.14
COOK, CAMP	\$11.85
ELECTRICIAN	\$15.45
HEATING, AIR CONDITIONING & REFRIGERATION MECHANIC	\$15.73
OPERATING ENGINEER (Heavy Equip. Operator)	\$13.77
PAINTER	\$14.60
PIPEFITTER	\$16.80
PLASTERER	\$10.98
PLUMBER	\$14.96
REINFORCING METAL WORKER	\$12.56
SHEET-METAL WORKER	\$15.17
STRUCTURAL STEEL WORKER	\$13.22
SURVEYOR HELPER	\$15.98
WELDER	\$16.09

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

For further information, please contact Maria Connelley, Director of Labor, at (671) 475-7075, or Greg Massey, Administrator for the Alien Labor Processing & Certification Division (ALPCD) at (671) 475-7005.

FELIX P. CAMACHO  
 Governor of Guam

OCT 06 2008

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

OCCUPATION	HOURLY RATE
Bricklayer	\$11.75
Carpenter	\$11.70
Cement Mason	\$11.34
Construction Helper	\$ 9.34
Construction Laborer	\$ 8.50
Electrician	\$14.07
Heavy Equipment Operator	\$13.32
Heavy Equipment Mechanic	\$14.14
Iron Worker	\$10.80
Painter	\$14.60
Pipe Fitter	\$16.80
Plasterer	\$ 9.95
Plumber	\$14.31
Refrigeration Mechanic	\$16.24
Roofer	\$10.96
Sheet-metal Worker	\$14.11
Surveyor Helper	\$10.74
Truck Driver	\$13.80
Welder	\$15.97
Warehouseman	\$12.00

Apprenticeship Program  
 P.O. BOX 25069  
 GUAM MAIN FACILITY, GUAM 96921  
 Telephone: 735-5605/5572 Fax: 734-1002

## APPLICATION

INSTRUCTIONS: Please type or print in ink required information, fully and completely. The information given must be true and correct; false statements will result in termination from the Apprenticeship Training Program. For questions that do not apply to you, write or type N/A (Not Applicable).

- REQUIRED DOCUMENTS:
1. High School Transcript or
    1. GED Certificate of
    2. College Transcript or
    3. Letter of Recommendation from Employer

### QUALIFICATIONS FOR APPRENTICESHIP TRAINING PROGRAM:

- Must be a U.S. Citizen/resident alien;
- Must be 17 years of age or older;
- Must be a High School Graduate or General Education Development (GED) Completer;
- Must be Directly Referred by Employer

1. Name (Last) (First) Middle Initial	2. Social Security Number	3. Trade Interested In
4. Mailing Address	5. Date Applied	
6. Home Address	7. Home Phone	8. Work Phone

9. List current License and Registration pertinent to position applied for:
- Type \_\_\_\_\_ Licensing Authority \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_

10. Required data for Federal Report(s)
- A. Date of Birth \_\_\_\_\_  
 B. Sex: Male \_\_\_\_\_ Female \_\_\_\_\_  
 C. Citizenship \_\_\_\_\_ Green Card Number \_\_\_\_\_  
 D. Nationality \_\_\_\_\_

### EDUCATION AND TRAINING

11. Education (Circle last grade completed)	12. GED CERTIFICATE
---	---------------------



6 7 8 9 10 11 12 13	A. Received 19_____ B. By: _____ 20_____ B. By: _____

13. Name and Location of Last School attended \_\_\_\_\_  
 Graduated? \_\_\_\_\_ Yes \_\_\_\_\_ No  
 \_\_\_\_\_ Year

14. OTHER SCHOOLS OR TRAINING (Trade, Vocational, Armed Forces, or Business). Give name and location and dates attended, subjects studied, certificate received, and any other pertinent data.

15. SPECIAL INFORMATION FOR VETERANS. Are you a veteran of the Armed Forces and eligible for G.I. Benefits?

\_\_\_\_\_ Yes (Submit DD214) \_\_\_\_\_ No

Date(s) of Military Service: FROM \_\_\_\_\_ TO \_\_\_\_\_  
 BRANCH \_\_\_\_\_

**Attachment "A", Page 1**

**WORK HISTORY**

Instructions: This portion must be accurate and complete. Application lacking sufficient information will be rejected. List your entire work

history, including part-time and temporary jobs, in reverse order, starting with your present or last job. List each promotion as a separate job.

16A.	Date of Employment (Month and Year) From _____ To _____	Name and Address of Employer	Salary Start _____ Per _____ Present _____ Per _____
Name and title of immediate supervisor		Exact title of your own position	
Type of business (Manufacturing, Selling, etc.)		Reason for Wanting to Leave	

Describe in detail the duties that you performed:

16B.	Date of Employment (Month and Year) From _____ To _____	Name and Address of Employer	Salary Start _____ Per _____ Present _____ Per _____
Name and title of immediate supervisor		Exact title of your own position	
Type of business (Manufacturing, Selling, etc.)		Reason for Wanting to Leave	

Describe in detail the duties that you performed:

16C.	Date of Employment (Month and Year) From _____ To _____	Name and Address of Employer	Salary Start _____ Per _____ Present _____ Per _____
Name and title of immediate supervisor		Exact title of your own position	
Type of business (Manufacturing, Selling, etc.)		Reason for Wanting to Leave	

Describe in detail the duties that you performed:

17. Do you understand you must attend classes in related theoretical instructions required for your apprenticeship term? \_\_\_\_\_  
 Do you understand that trades are seasonal and some unemployment each year may be possible? \_\_\_\_\_

I CERTIFY THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
SIGNATURE/DATE

**AFFIRMATIVE ACTION EQUAL OPPORTUNITY TITLE IX AGENCY**

Guam Community College affirms the right of all individuals to equal opportunity in education and employment without regard race, color, religion, age, national origin, or disability. The College is committed to comply with all territorial and federal statutes, rules and regulations, which prohibit discrimination in its policies and practices and which requires Affirmative Action, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, section 503 and section 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Education Amendments, the Equal Pay Act of 1963, Executive Order 11246, as amended, and The Age Discrimination Act of 1975. Inquiries should be directed to the EEO/Civil Rights Officer, Guam Community College, P.O. Box 25069, G.M.F., Guam 96921 Telephone 735-5500.

ATTACHMENT "A", Page 2

## SCOPE OF WORK

### 1.0 Description of Work:

Guam Power Authority is soliciting bids to provide Dededo CT No. 1 & No. 2 contractual services for the Repairs of Air Inlet Assembly located at Dededo Combustion Turbine Power Plant compound, Route 1 Marine Corps Drive, Dededo, Guam. The work under this project shall include providing all labor, supervision, administration and management, supply all equipment, materials necessary to perform the services in accordance with the specifications and other contract documents. The scope of work shall include but not limited to the following:

#### **Basic Bid:**

#### **Dededo Combustion Turbine Unit No. 1**

##### **1.1 AIR INLET HOOD AND SCREEN ASSEMBLY REPAIR**

1. Install scaffolding in preparation for dismantling, removal and disposal of corroded galvanized iron Air Inlet Hood Assembly.
2. Dismantle, remove, and dispose corroded, unusable Air Inlet Hood Assembly measuring approximately 27'-0" long x 7'-0" wide x 10'-0" high.
3. Fabricate, install and replace with new Stainless Steel Air Inlet Hood and screen wire mesh assembly.
4. Repair damaged concrete opening for Air Intake Hood Assembly.
5. Dismantle, remove scaffold.
6. Complete clean-up

##### **1.2 SCAVENGE AIR MOTOR LOUVRE AND DUCT REPAIR**

1. Erect scaffold in preparation for removal, installation of Scavenge Air Intake Louvre and tubular round duct.
2. Dismantle existing dilapidated tubular round duct.
3. Fabricate 4'-0" x 4'-0" galvanized steel intake louvre and install.
4. Fabricate new 40" diameter x 10'-4" long galvanized steel tubular round duct and install.
5. Fabricate lifting frame for Scavenge Air Motor for easy access in maintenance and installation of round tubular duct.
6. Dismantle, remove scaffold.
7. Complete clean-up

##### **1.3 AIR INLET FILTER HOUSE DUCT REPAIR**

1. Cut, remove & dispose corroded top plate of trapezoidal duct assembly measuring 40 inches wide x 15'-0" long.

2. Weld new carbon steel plate to the existing trapezoidal duct.
3. Complete clean up

**Option Bid:**

**Dededo Combustion Turbine Unit No. 2**

**Same detailed Scope of Work as CT No. 1 with the addition of SUPPLY & REPLACE DEFECTIVE SCAVENGE AIR MOTOR.**

**NOTE: It is the responsibility of the contractor to verify and confirm the estimated dimensions and quantities enumerated in the above scope of work.**

**1.4 Basis for Award:** The Authority will award the contract to the lowest responsive bidder. The Authority reserves the right to award, amend or reject quotations in whole or in part.

**2.0 Location:**

The project site is located at Dededo Combustion Power Plant Unit No. 1, Route 1 Marine Drive, Dededo, Guam.

**3.0 Contractors Responsibility:**

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

**3.2. Award of Contract**

- (a) The contract will be awarded as soon as possible to the lowest responsive and responsible proposal, provided it is in the interest of the Owner to accept his proposal.
- (b) The Owner reserves the right to waive any informality in proposals received when such waiver is in the interest of the Owner. The Owner also reserves the right to accept any item in the proposal and to reject any item in the proposal unless otherwise specified by the Owner.

#### 4.0 Materials

All materials shall conform to the requirements set forth herein or as designated on the specifications. All materials shall be new, free from defects, and shall be of the best commercial quality for the purpose specified. All necessary items and accessories not specified herein, but which are required to fully carryout the specified intent of the work, shall be furnished by the contractor at no cost to the owner.

#### 5.0 Changes in Work:

- (a) The Owner may at any time, by a written order, and without notice to the sureties, make changes in the specifications of this contract and within the general scope thereof. However, no change will be made which increases the total contract price without notice to sureties. In making any change, the charge or credit 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.
- (b) The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.
- (c) In figuring changes, instructions for measurement of quantities set forth in the specifications shall be followed.
- (d) If any part of the work as installed is at variance with the contract requirements, the Owner 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.

#### 6.0 Permits and Fees:

Scope of Work

Air Intake Filter Assembly Repairs for Dededo CT #1 & #2 Power Plants

The Contractor shall be responsible for obtaining the other local government permits that may be required at no additional cost to the Authority. Copies of the permits and approvals shall be submitted to the Authority before starting work.

## 7.0 Defective Work

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

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

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

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

## 8.0 Schedule of Values

Within three days after receipt of notice to proceed, the Contractor shall submit for approval a schedule of the estimated values of the main branches of the work totaling the amount of the contract. The format to be used will be furnished by the Contracting Officer. These values will be used for determining partial payments and as a basis for changes in work as outlined in the General Conditions

## 9.0 Protection of Work and Property

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property (as provided by law and the contract

Scope of Work

Air Intake Filter Assembly Repairs for Dededo CT #1 & #2 Power Plants

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.

#### 10.0 Qualifications

The Bidder shall possess a current license to perform construction work. The Contractor and its employees shall have a minimum of five (5) years experience in a similar project.

#### 11.0 Restoration of Property Damages:

Any property damages to private and public properties, buildings, equipment, or utilities during the course of the work shall be restored to its original condition at no expense to Authority.

#### 12.0 Guarantee

Upon completion of the construction work, furnish GPA a written guarantee that workmanship and materials used are as specified, and that the contractor shall make good or repair at his own expense immediately, any defects in such workmanship and materials, other than ordinary wear that may develop, within one year from the date of final acceptance of work.

#### 13.0 Cleanup

Throughout the construction work, clean and remove from the work site all packed cartons, cans, rubbish and all debris resulting from the work and maintain the premises in a clean and orderly condition at all times. Upon completion, remove all rubbish, tools and equipment and turn over to the Authority all used or unused excess materials. The Contractor shall dispose rubbish and debris as per approved GEPA disposal plan.

#### 14.0 Acceptance

The work shall be deemed completed upon documented acceptance by the Authority shall constitute final acceptance of the work.

#### 15.0 Site of Contractor's Operations

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

#### 16.0 Barricades

##### Scope of Work

Air Intake Filter Assembly Repairs for Dededo CT #1 & #2 Power Plants



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

#### 17.0 Working Hours

Working hours shall be between 7:00 a.m. and 4:00 p.m. Monday through Friday.

#### 18.0 Time Restrictions for Performing Work

No work shall be carried out on site outside of the specified working hours or on Saturdays, Sundays, or legal holidays without the Engineer's written consent unless the work is unavoidable, absolutely necessary to save life or property, or necessary for the safety of the work, in which case Contractor shall immediately advise the Engineer. Engineer shall not unreasonably withhold any such consent save in exceptional circumstances, nor do so if work outside of the specified working hours or on Saturdays, Sundays, or legal holidays is considered by Contractor to be necessary to meet the Contract Time. The services of Inspector and Engineers will be charged to the Contractor.

#### 19.0 Time of Completion and Liquidated Damages:

The Bidder or Contractor must agree to fully complete the work under this contract within **one hundred twenty (120) calendar days per unit** from the issuance of Notice to Proceed (NTP). The Offeror must also agree to pay to the Guam Power Authority the amount of five hundred dollars (\$500.00) per calendar day, not as a penalty, but a reasonable liquidated damage for failing, neglecting or refusing the work within the time specified.

**SECTION 01020**  
**SPECIAL REQUIREMENTS**

**PART 1 - GENERAL**

**1.1 Description**

This section provides for special requirements and controls to be observed during the construction of the Project.

**1.2 Maintaining Access**

The Contractor shall conduct operations with minimum interference on roads, and driveways. The Contractor shall assure that traffic flow is continuous in both directions at all times. Roads and driveways shall be kept free of dirt and debris at all times. In all areas, the Contractor shall install and maintain appropriate lights, signs, markings, and barricades for the protection of all workers on the project.

**1.3 Damage of Buildings and Other Property**

Extreme care shall be exercised to avoid damaging trees, shrubs, plants, buildings or other structures. Buildings or other property damaged or destroyed shall be replaced or repaired as directed by the Engineer at no expense to GUAM POWER AUTHORITY.

**1.4 Storm Protection**

The Contractor, at no additional cost to Guam Power Authority, shall be responsible for the security and safety of the construction site, including the Contractor's field office and Inspector's field office, when warnings of winds of gale force are issued. Gale force winds are defined as having a sustained velocity of 34 knots or better and include winds of tropical storm or typhoon intensity. Satisfactory job site clean-up is the initial, basic day-to-day, minimal preparation the Contractor can make for winds of destructive force. When warnings of gale force winds are issued, the Contractor shall carry out, without delay, all directives concerning securing action to be taken which may be issued to him by the Engineer. This preparation is in accordance with the contract terms and every practicable precaution will be taken to minimize danger to persons, to prevent damage to the work in place, materials, supplies, equipment, adjacent structures, and property of others; and is in the public interest.

**1.5 Working Hours**

**Section 01020 Special Requirements**  
**Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

Working hours shall be between 7:00 a.m. (0700 Hours) and 4:00 p.m. (1600 Hours) Monday through Friday.

#### **1.6 Time Restrictions for Performing Work**

No work shall be carried out on site outside of the specified working hours or on Saturdays, Sundays, or legal holidays without the Engineer's written consent unless the work is unavoidable, absolutely necessary to save life or property, or necessary for the safety of the work, in which case Contractor shall advise the Engineer as soon as possible. Engineer shall not unreasonably withhold any such consent if work conducted outside of the specified working hours or on Saturdays, Sundays, or legal holidays is considered by Contractor to be necessary to meet the Contract Time. The services of Inspector and Engineers or other services provided by GPA relative to the project will be charged to the Contractor.

#### **PART 2 – PRODUCTS**

Not used.

#### **PART 3 - EXECUTION**

Not used.

\*\*\* END OF SECTION \*\*\*

#### **Section 01020 Special Requirements**

#### **Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

01020-2

**SECTION 01025**  
**MEASUREMENT AND PAYMENT**

**PART 1 - GENERAL**

**1.1 Description**

- A. This section includes the following requirements.
- 1) Schedule of Values.
  - 2) Mobilization.
  - 3) Units of measurement.
  - 4) Pay Item Description.

**1.2 Definitions**

- A. Ton: Short ton consisting of 2000 pounds avoirdupois.
- B. Mobilization: Expenses and costs for preparatory work and operations, including those necessary for the movement of operation personnel, equipment, supplies and incidentals to the Project site; providing Project signage; obtaining permits; establish field offices and sheds; and for premiums on bonds and insurance, which will occur before 10 percent of the Contract Price is earned from other Pay Items.

**1.3 Schedule of Values**

- A. Submit typed schedule of Value on Contractor's standard form or electronic media printout.
- B. Submit Schedule of Values in duplicate within 10 days after Notice to Proceed.
- C. Format: Use the Pay Items as the basis for the Schedule of Values except provide a breakdown for those Pay Items which are lump sum items.
- D. Revise schedule to list approved Change Orders, with each Application For Payment.

**1.4 Units of Measurement**

- A. When measuring acceptably completed unit priced Pay Items of Work, the Contractor will:
- 1) Use United States standard measure.
  - 2) Make measurements as described in this section, unless individual sections specify otherwise.
  - 3) Follow methods generally recognized as conforming to good engineering practice.
  - 4) Measure horizontally or vertically, unless otherwise specified.
- B. Measurement for payment of unit Pay items will be by the unit stated therefore for each Pay item in the Contractor's Price Proposal.
- C. Payment will be made for each Pay Item at the unit price and lump sum price stated therefore in the Contractor's Price Proposal, which price and payment will constitute full compensation for the Work for each Pay Item in the Pay Item Descriptions, and including all other work related thereto.

## 1.5 Pay Item Descriptions

- A. Item 1 - Mobilization / Demobilization (Basic & Option Bid)** Payment for this item shall include all preparatory operations performed by the Contractor, including, but not limited to, those necessary for the movements of its personnel, equipment, supplies and incidentals to the project site; for the establishment of its field office, buildings, storage facilities, work areas and other facilities; for premiums on bonds for the project, and for other operations which it must perform or costs it must incur before beginning work on the various items on the project site. All costs associated with withdrawing from the site after completion of work, including Contractor's personnel, facilities, equipment, cleaning and securing the site.
- B. Item No. 2 – Air Inlet Hood & Screen Assembly Removal / Installation (Basic & Option Bid)**
- Payment for this item shall include all labor, materials, equipment and supervision associated with the removal and disposal of existing corroded Air Inlet Hood & Screen Assembly, set-up, erection, installation of new Air Inlet Hood & Screen Assembly, all necessary tools, equipment, cranes, flatbed trucks, forklift, welding machine, slings, ropes, come-along, etc., and all consumables such as welding rods, grinding discs, burrs, safety personal protective equipment necessary for the complete removal, erection and installation of Air Intake Hood & Screen Assembly.
- C. Item No. 3 – Scavenge Air Motor Intake Louvre and Tubular Duct Repairs (Basic Bid)**

Payment for this item shall include all labor, materials, equipment and supervision associated with the refurbishment of Scavenge Air Motor Intake Louvre and Tubular Duct Repairs, all necessary tools, equipment, and all consumables, scaffold erection / removal, fabrication / installation of air intake louvre, fabricate lifting frame for Scavenge Air Motor, fabrication of tubular ducts, hand tools, welding machine and consumables, safety personal protective equipment necessary for the complete removal, erection and installation of Scavenge Air Motor Intake Louvre and Tubular Duct Assembly

**D. Item No. 3 – Scavenge Air Motor Intake Louvre and Tubular Duct Repairs (Option Bid)**

**Same as in Item 3 Basic Bid, plus with the addition of Supply and replace defective Scavenge Air Motor Assembly.**

**E. Item No. 4 – Inlet Air filter House Duct Repair (Basic & Option Bid)**

Payment for this item shall include all labor, materials, necessary tools, equipment, consumables and supervision associated with the cutting, removal and disposal of corroded top plate of trapezoidal duct, fabrication, installation, and welding for the complete repair of Inlet Air Filter House Trapezoidal Duct.

**F. Bid Item No. 5 – Testing & Commissioning (Basic & Option Bid)**

Payment for this item shall include all labor, materials, equipment and supervision associated with the complete field testing, shop test and final testing and commissioning of new refurbished Air Inlet Hood & Screen Assembly, Scavenged Air Motor Intake Louvre & Tubular Duct, and Air Inlet Filter House Duct Repair.

**G. Bid Item No. 6 – Complete Site Clean-up (Basic & Option Bid)**

Payment for this item shall include all labor, materials, equipment and supervision associated with the daily cleaning, removal and disposal of trash before the completion of working hours and the complete clean-up of the work site after the completion of the project.

\*\*\* END OF SECTION \*\*\*

**SECTION 01027**  
**APPLICATIONS FOR PAYMENT**

**PART 1 - GENERAL**

**1.1 Description**

This Section describes the procedures for preparation and submittal of Applications for Payment.

**1.2 Preparation of Applications**

- A. Present required information in typewritten form.
- B. Execute certification by signature of authorized officer.
- C. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.
- D. Prepare Application for Final Payment as per GPA format.

**1.3 Submittal Procedures**

- A. Submit three copies of each Application for Payment.
- B. Submit an updated construction schedule with each Application for Payment.
- C. Submit an update of the Cash Flow Estimate for the duration of the Contract.
- D. Payment Period: Submit at intervals stipulated in the Agreement.

**1.4 Substantiating Data**

- A. When the Engineer requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide one copy of data with cover letter for each copy of submittal. Show Application number and date, line item by number and description, and contract number and /or purchase order number.

**Section 01027 Applications for Payment**  
**Air Intake Assembly Repairs for Dededo CT 1 & 2 Power Plants**

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

\*\*\* END OF SECTION \*\*\*

**Section 01027 Applications for Payment  
Air Intake Assembly Repairs for Dededo CT 1 & 2 Power Plants**

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**SECTION 01039****COORDINATION AND MEETINGS****PART 1 - GENERAL****1.1 Section Includes**

- A. Coordination
- B. Project Award Conference
- C. Progress Meetings

**1.2 Coordination**

- A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of work.
- B. Coordinate completion and clean up of Work of separate sections to minimize disruption of Owner's activities

**1.3 Project Award Conference**

- A. GPA (GUAM POWER AUTHORITY) will schedule a pre-project award conference before or after Notice of Award.
- B. Agenda:
  - 1) Submission of executed bonds and insurance certificates.
  - 2) Distribution of Contract Documents.
  - 3) Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule and shop drawing schedule.
  - 4) Designation of personnel representing the parties in the Contract.

**Section 01039 Coordination & Meetings**  
**Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

- 5) Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
- 6) Scheduling.

#### **1.4 Progress Meetings**

- A. Schedule and administer meetings throughout progress of the Work at bi-weekly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to the Engineer, participants, and those affected by decisions made.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1) Review minutes of previous meetings.
  - 2) Review of Work progress.
  - 3) Field observations, problems, and decisions.
  - 4) Identification of problems which impede planned progress.
  - 5) Review of submittals schedule and status of submittals.
  - 6) Review of off-site fabrication and delivery schedules.
  - 7) Maintenance of progress schedule.
  - 8) Corrective measures to regain projected schedules.
  - 9) Planned progress during succeeding work period.
  - 10) Coordination of projected progress.
  - 11) Maintenance of quality and work standards.
  - 12) Effect of proposed changes on progress schedule and coordination.

**Section 01039 Coordination & Meetings**  
**Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

- 13) Other business relating to Work.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

\*\*\* END OF SECTION \*\*\*

**Section 01039 Coordination & Meetings**  
**Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

01039-3

**SECTION 01300****SUBMITTAL PROCEDURES****PART 1 - GENERAL**

Where required by the specifications, the Contractor shall submit descriptive information which will enable the Engineer to advise the Owner whether the Contractor's proposed materials, equipment or methods of work are in general conformance to the design concept and in compliance with the drawings and specifications. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results, warranties and such other descriptive information, all as specifically required in the specifications.

**1.1 Contractor's Responsibilities**

- A. Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. Submittals shall contain all required information, including identification of items, units, and assemblies in relation to the Contract Drawings and Specifications. The Contractor shall verify that the material and equipment described in each submittal conform to the requirements of the specifications and drawings. Unless otherwise approved by the Engineer, submittals shall be made only by the Contractor, who shall indicate by a signed stamp on the submittals, that it (the Contractor) has checked the submittals, and that the work shown conforms to contract requirements and has been checked for dimensions and relationships with work of all other trades involved. If the information shows deviations from the Specifications or Contract Drawings, the Contractor, by statement in writing accompanying the information shall identify the deviations and state the reason(s) therefore. The Contractor shall insure that there is no conflict with other submittals and shall notify the Engineer in each case where its submittal may affect the work of another Contractor or GPA. The Contractor shall insure coordination of submittals among the related crafts and sub-Contractors.
- B. Submittal Status Logs: Within 21 calendar days after receipt of the "Notice of Award" the Contractor shall submit to the Engineer a copy of a submittal status log listing all submittals required in this Contract. The Contractor shall maintain at the job site an up-to-date log showing the status of all submittals required by the Contract. The submittal log shall include:
- 1) Submittal number
  - 2) Specifications section number
  - 3) Description of item

**Section 01030 Submittal Procedure**  
**Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

- 4) Manufacturer or supplier
  - 5) Date submitted for review
  - 6) Date reviewed submittal was returned
  - 7) Status of submittal
- C. Laboratory Reports: Reports shall cite the contract requirements, the test or analysis procedures used, the actual test results, and include a statement that the item tested or analyzed conforms or fails to conform to the specification requirements. All test reports shall be signed, certified test reports. The Contractor shall arrange for immediate and direct delivery of the signed original of all reports, certifications, and other documentation to the Engineer.
- D. The Contractor may authorize in writing a material or equipment supplier to deal directly with the Engineer or with GPA with regard to a submittal. The Contractor, however, shall be responsible for the accuracy and completeness of information contained in all submittals.

## 1.2 Transmittal Procedure

### A. General

- 1) Each submittal shall be accompanied with a transmittal form (attached) signed by the Contractor. Clearly mark each item proposed to be incorporated into the contract and identify in the submittals, with cross-reference to the contract drawings and specifications so as to identify clearly the use for which it is intended. Each submittal shall be consecutively numbered starting with "1". Resubmittals shall use the same number, but shall also have the letter "A" following the number for the first resubmittal, "B" for the second, and so forth. The Contractor's certification stamp shall be worded as follows:

"It is hereby certified that the material shown and marked in this submittal is that proposed to be incorporated into Contract Project Number (        ) is in compliance with the Contract Drawings and specifications, can be installed in the allocated spaces, and is submitted for GPA approval.

Certified by \_\_\_\_\_ Date \_\_\_\_\_ "

- 2) The person signing the certification shall be one designated in writing by the Contractor as having that authority. The signature shall be in original ink. Stamped signatures are not acceptable.
- B. Deviation from Contract: If the Contractor proposes to provide material or equipment which does not conform to the Specifications and Drawings, it shall indicate so under "deviations" on the submittal transmittal form accompanying the submittal copies. The Contractor shall prepare its reason for a change, including cost and time differential.
- C. Submittal Completeness: Submittals which do not have all the information required to be submitted, including deviations, shall be considered as not complying with the intent of the Contract and are not acceptable and will be returned without review.

### 1.3 Review Procedure

- A. Unless otherwise specified, when the Contract requires a submittal, the Contractor shall submit the specified information as follows to the Engineer for review:
- 1) One reproducible original of all the submitted information. When individual drawing sheets in the submittal exceed 8-1/2 inches by 11 inches, a sepia shall be submitted.
  - 2) Five (5) copies of all the submitted information.
  - 3) Only three (3) sets of sample material need be submitted, unless otherwise directed by the Engineer.
  - 4) Certified Test Reports. Before delivery of materials and equipment, five (5) certified copies of the reports of all tests listed in the technical sections shall be submitted and approved. The testing shall have been performed within three (3) years of submittal of the reports for approval. Test reports shall be accompanied by the certificates from the manufacturer certifying that the material and equipment proposed to be supplied is of the same type, quality, manufacture, and make as that tested.
- B. Unless otherwise specified, within ten (10) calendar days after receipt of the submittal by the Engineer, the submittal shall be reviewed and the Engineer shall return three (3) copies of the marked-up reproducible original noted above. The reproducible original will be retained by the Engineer. The returned submittal shall indicate one of the following actions:
- 1) If the review indicates that the material, equipment or work method is in general conformance with the design concept and complies with the Contract Drawings and Specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN". In this

- event the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
- 2) If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED". The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.
  - 3) If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "REVISE AND RESUBMIT". Except at its own risk, the Contractor shall not undertake work covered by this submittal until the submittal has been revised, resubmitted and returned and marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".
  - 4) If the review indicates that the material, equipment, or work method is not in general conformance with the design concept or in compliance with the drawings and specifications, copies of the submittal will be marked "REJECTED - SEE REMARKS". Submittals with deviations which have not been identified clearly may be rejected. Except at its own risk, the Contractor shall not undertake work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".
  - 5) If the review indicates that laboratory reports are in general conformance with the requirements of the Specifications, submittal copies will be conspicuously stamped on the cover sheet in large and red letters "CONFORMS" to the specification requirements.
  - 6) If the review indicates that laboratory reports are not satisfactory in general conformance with the requirements of the Specifications, submittal copies will be conspicuously stamped on the cover sheet in large and red letters "DOES NOT CONFORM" to the specification requirements.
- C. No changes shall be made by the Contractor on resubmittals other than those changes indicated on the reviewed submittals, unless such changes are clearly described in a letter accompanying the resubmittal.
- D. It is expected that not more than one resubmittal will be required to satisfactorily revise an original submittal. Charges for extra work incurred by Engineer in reviewing resubmittals subsequent to the first resubmittal may be deducted by Owner from amounts payable to Contractor.

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#### 1.4 **Effect of Review of Contractor's Submittal**

Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of its responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or GPA or by any officer, employee, or sub-Contractor thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that GPA has no objection to the Contractor, upon its own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

\*\*\* END OF SECTION \*\*\*



**SECTION 01400**  
**QUALITY CONTROL**

**PART 1 - GENERAL**

**1.1 Quality Control Requirements**

All testing shall be divided into three (3) categories as follows:

- A. Field tests made at, or in the vicinity of, the jobsite in connection with the actual work, including but not limited to concrete batch plants, asphalt batch plants, and similar establishments directly involved in the work.
- B. Factory tests at the point of manufacture of various products which are shipped to the jobsite as a unit, including by not limited to, such items as electrical equipment, as required by the Engineer.
- C. Certified tests made by approved testing agencies on material and/or equipment, which is to be incorporated into structures under the contract. These tests are those as performed by Factory Mutual, Underwriters' Laboratories, Inc., and others.

1) Field Tests:

- a) Field Tests by the Contractor: The Contractor shall perform all field testing specifically required by the "Applicable Publications" referenced in the contract specification. Cost of testing shall be borne by the Contractor. He shall furnish all equipment, instruments, qualified personnel and facilities necessary to perform all tests required by the contract documents. Testing services shall be performed by the Contractor or acquired by the Contractor through a qualified commercial testing laboratory. If a commercial testing laboratory is retained to perform tests under this contract, all test reports shall be performed by the Contractor or acquired by the Contractor through a qualified commercial testing laboratory. If a commercial testing laboratory is retained to perform tests under this contract, all tests reports shall be certified by a representative of the testing laboratory, who is authorized to sign certified test reports for the laboratory. Test reports shall include the acceptable value for each specification item, the actual test results obtained, the methods used, and a statement that the product conforms (or does not conform to the specification requirements).

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## 2) Factory Tests:

Factory test at the point of manufacture of various products which are shipped to the jobsite as a unit, including but not limited to, such items as fabricated air inlet hood and screen assembly, intake louvers', scavenge air motor, electrical equipment as required by the Owner. The Contractor shall arrange for the factory test/inspection, which shall be equal to or not less than on-site test. The test shall include visual inspection, connection check, simulation test with special tools, etc. The costs and expense arising therefore shall be borne by the Contractor, including air flight tickets, transportation, hotel, three (3) meals and general expenses.

## 3) Manufacturer's Certified Tests:

Certified tests on materials to be incorporated into the work will be acceptable, provided they are performed by the manufacturer or by Government approved agencies or laboratories, show that the material conform to the specification, and that the tests and certification meet the requirements of the paragraph entitled "Certificates and Certifications" below.

## 4) Government Approval of Laboratories: All laboratory work performed under this contract shall be done by a laboratory approved by the Government, whether the laboratory is employed by the Contractor or by others, or is owned and operated by the Contractor. The basis of approval includes the following:

- a) Laboratories performing work in connection with electrical material must conform to American National Standards Institute (ANSI) Publication: ANSI C2, (1993) National Electrical Safety Code, American Society for Testing and Materials (ASTM) D 709, (1992) Laminated Thermosetting Material, Institute of Electrical & Electronics Engineers, Inc., (IEEE) Publication IEEE 100 (1992), National Electrical Manufacturer's Association (NEMA) Publication; NEMA ICS 6 (1993) Industrial Control and Systems Enclosures, National Fire Protection Association (NFPA) Publication; NFPA 70 (1996) National Electrical Code.
- b) Laboratories performing work not in connection with concrete, steel or bituminous material must conform to Sections 3 and 4 of **ASTM** designation E329-77.

## 1.2 Inspection

All inspections shall be divided into two (2) categories as follows:

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- A. Field inspection is that inspection in the vicinity of the jobsite which when performed properly will result in the complete compliance of all work-in-place with the contract drawings and specifications.
- B. Factory inspection is that inspection of the point of manufacture of the various products which are shipped to the jobsite, including but not limited to, such items as electrical equipment.

### **1.3 Contractor Field Inspection**

The Contractor or his designated representative shall inspect all work under this contract.

### **1.4 Factory Inspection**

The Contracting Officer will arrange for factory inspection when it is required.

### **1.5 Shop Drawings and Catalog Cuts**

All shop drawings, and catalog cuts required by the technical sections of the contract specifications shall be approved by the Engineer.

### **1.6 Identification**

Each item which is to be incorporated into the contract shall be clearly marked and identified in the catalog cut submittals, and shall be cross-referenced to the contract drawings and specifications so as to identify clearly the use for which it is intended.

### **1.7 Samples**

Samples of materials shall be prepared and submitted as required. The Contractor shall check and approve all samples of materials and/or equipment proposed for incorporation into the project. The samples shall be identified as to their intended use, and shall be accompanied by a letter of certification from the Contractor stating that the samples comply with the contract drawings and specifications.

### **1.8 Certificates and Certifications**

Manufacturer's certification may be furnished by the Contractor, on items of materials and equipment incorporated into the work, only when this method will assure full compliance with the provisions of the contract, as determined by the Government. Pre-printed certifications will not be acceptable. All certifications shall be in the original. The original of all manufacturers' certifications shall name the appropriate item of equipment or material, specification, standard or other document specified as

controlling the quality of that item and shall have attached thereto certified copies of the test reports upon which the certifications are based.

**1.9 Record of Inspections**

The Contractor shall maintain, on a day-to-day basis, a record of all inspections and field test performed with a certification that all work is in conformance with contract requirements.

\*\*\* END OF SECTION \*\*\*

## SECTION 01500

### ENVIRONMENTAL PROTECTION

#### PART 1 - GENERAL

##### 1.1 References

This subdivision references the following documents. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

<u>Reference</u>	<u>Title</u>
EPA 40 CFR 61 Subpart B	National Emission Standards for Asbestos (1979)
EPA 40 CFR 261	Regulations Identifying Hazardous Waste
OSHA 29 CFR 1910.94	General Industry Safety and Health Standards, Subpart G
10 GCA, Chapter 51	Guam's Solid Waste Management Regulations; and Guam's Solid Waste Disposal Rules and Regulations

##### 1.2 Definitions of Contaminants

- A. Sediment: Soil and other debris that has been eroded and transported by runoff water.
- B. Solid Waste: Rubbish, debris, garbage, and other discarded solid materials except hazardous waste resulting from industrial, commercial, and agricultural operations, and from community activities.
- C. Rubbish: A variety of combustible and noncombustible wastes such as paper, boxes, glass, crockery, metal, lumber, cans, and bones.
- D. Debris: Includes combustible and noncombustible wastes such as ashes, waste materials that result from construction or maintenance and repair work, leaves, and tree trimmings.
- E. Chemical Wastes: Includes salts, acids, alkalies, herbicides, pesticides, and organic chemicals.

- F. Sanitary Wastes
  - 1) Sewage: Wastes characterized as domestic sanitary sewage.
  - 2) Garbage: Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.
- G. Asbestos and Asbestos Materials: Asbestos means actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite. Asbestos material means asbestos or any material containing asbestos such as asbestos waste, scrap, debris bags, containers, equipment, and asbestos-contaminated clothing consigned for disposal. Friable asbestos material means any material that contains more than one percent asbestos by weight and that can be crumbled, pulverized, or reduced to powder, when dry, by pressure.
- H. Oily Waste: Petroleum products and bituminous materials.
- I. Hazardous Waste: Hazardous substances as defined in 40 CFR 261 or as defined by applicable local regulations.

### 1.3 Submittal

The Work Plan required in Section 9A shall include but is not limited to the following:

**Environmental Protection Plan:** Submit four copies of the proposed Environmental Protection Plan not later than 14 days after the meeting with the Contracting Officer to discuss the development of an environmental protection plan. The Environmental Protection Plan must be submitted to the Contracting Officer for review and approval by the Guam Environmental Protection Agency (GEPA) prior to the start of the project work.

**BMP Plan Update:** The Contractor may revise the current BMP Plan to incorporate all aspects of his contract for Air Intake Filter Assembly replacement, removal & disposal; or he may prepare, submit and implement a separate Best Management Practices (BMP) plan. The BMP Plan shall be submitted to GPA and be approved by Project Engineer / Asst. Plant Superintendent prior to commencement of work.

### 1.4 Environmental Protection Requirements

- A. Provide and maintain during the life of the contract, environmental protection as defined herein. Provide environmental protective measures as required to control pollution that develops during normal construction practice. Provide also environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with all federal, state, and local regulations pertaining to water, air, and noise pollution.

- B. Develop proposals for an environmental protection plan for the project and, meet with the Contracting Officer and discuss the proposed environmental protection plan. The meeting shall develop mutual understanding relative to details of environmental protection, including measures for protecting natural resources, required reports, and measures to be taken should the Contractor fail to provide adequate protection in an adequate and timely manner.
- C. Perform a pre-project-start survey of the site and take photographs as necessary to enhance the survey.

## **PART 2 - EXECUTION**

### **2.1 Protection of Natural Resources**

The natural resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their existing condition or restored to an equivalent or improved condition upon completion of the work. Confine construction activities to areas defined by the work schedule, drawings, and specification.

- A. **Land Resources:** Do not remove, cut, deface, injure, or destroy trees or shrubs without special permission from the Contracting Officer. Protect existing trees which may be injured, bruised, defaced, or otherwise damaged by construction operations. Protect monuments, markers and works of art. Repair or restore to their original condition all trees or other landscape features scarred or damaged by the equipment or operations. Obtain approval of the repair or restoration from the Contracting Officer prior to its initiation. Obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations or temporary structures, stockpiles of excess or waste materials, and all other vestiges of construction.
- B. **Oily Substances:** Take special measures to prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water. Surround all temporary fuel oil, petroleum, or liquid chemical storage tanks with a temporary earth berm of sufficient size and strength to contain the contents of the tanks in the event of content leakage or spillage.

### **2.2 Control and Disposal of Solid, Chemical, and Sanitary Wastes**

Pick up solid wastes and place in containers which are emptied on a regular schedule. The preparation, cooking, and disposing of food is strictly prohibited on the project site. Conduct handling and disposal of wastes to prevent contamination of the site and other areas. On completion, leave areas clean and natural looking. Obliterate signs of temporary construction of the permanent work in place.

- A. **Disposal of Rubbish and Debris:** Remove rubbish and debris from Government property and dispose of it in compliance with Federal, state and local requirements.

- B. Garbage Disposal: Remove garbage to a pickup point or disposal area as directed by the Contracting Officer.
- C. Sewage, Odor, and Pest Control: Dispose of sewage through connection to existing sanitary sewage systems(s). Where such system is not accessible, use chemical toilets or comparably effective units and periodically empty wastes into sanitary sewage system. Include provisions for pest control and elimination of odors.
- D. Chemical Waste: Store chemical waste in corrosion resistant containers labeled to identify type of waste and date filled. Remove containers from the project site, and dispose of chemical waste in accordance with Federal, State and local regulations. For oil and hazardous material spills which may be large enough to violate Federal, State, and local regulations, notify the Contracting Officer immediately. Conduct fueling and lubricating of equipment and motor vehicles in a manner that affords the maximum protection against spills and evaporation. Dispose of lubricants to be discarded and excess oil in accordance with approved procedures meeting Federal, State and local regulations.
- E. Asbestos: Comply with 29 CFR 1910.1001, 40 CFR 61, and the requirements specified herein for the disposal of material containing asbestos. Provide written notice of intention to demolish to the Administrator of EPA and the local Environmental Protection Agency at least 20 days prior to commencement of such demolition. Prepare reports in accordance with Section 61.22 of 40 CFR 61 and forward to EPA. The notice shall contain the following information:
  - 1) Name of Prime Contractor
  - 2) Address of Prime Contractor
  - 3) Address or location of and description of buildings, structures, or facilities
  - 4) Schedule indicating planned start and completion of demolition or renovation

### **2.3 Dust Control**

Control dust at all times, including non-working hours, weekends, and holidays. Sprinkle or treat, with dust suppressors, the soil at the site, haul roads, and other areas disturbed by operations. No dry power brooming is permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. No sandblasting is permitted unless dust therefrom is confined. Only wet cutting of concrete and asphalt is permitted. No unnecessary shaking of bags is permitted where cement, concrete mortar, and plaster is used.



## 2.4 Noise

When available, make the maximum use of "low-noise-emission products" as certified by EPA.

\*\*\* END OF SECTION \*\*\*

**SECTION 01510****FACILITIES AND TEMPORARY CONTROLS****PART 1 - GENERAL****1.1 Section Includes**

- A. Temporary Utilities: Electricity, lighting, ventilation, telephone service, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, and protection of the Work.
- C. Facilities: Access roads, parking, temporary buildings.
- D. Field office: Contractor's field office/Inspector's field office

**1.2 Temporary Electricity**

Provide and pay for power service required from Utility or portable power source.

**1.3 Temporary Lighting**

- A. Provide and maintain energy efficient lighting for construction operations.
- B. Maintain lighting and provide routine repairs.

**1.4 Temporary Ventilation**

Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

**1.5 Telephone Service**

Provide, maintain and pay for telephone service to field office at time of project mobilization.

**1.6 Temporary Water Service**

- A. Provide, maintain and pay for suitable quality water service. Connect to existing water source for operations.

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- B. Provide a double check valve assembly to all new connections.
- C. Extend branch piping with outlets located so water is available by hoses with threaded connections.

### **1.7 Temporary Sanitary Facilities**

- A. Provide and maintain required facilities and enclosures.
- B. Maintain daily in clean and sanitary condition.

### **1.8 Barriers**

- A. Provide barriers to prevent unauthorized entry to operation areas and to protect existing facilities and adjacent properties from damage from current operations.
- B. Provide protection for plant life designated to remain. Replace damaged plant life.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

### **1.9 Exterior Enclosures**

Provide temporary weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for maintenance of required ambient temperatures identified in individual specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

### **1.10 Protection of Work**

- A. Protect all completed Work and provide special protection where specified in individual specification Sections.
- B. Control activity in immediate work area to minimize damage.
- C. Storm Protection: When a warning of gale force winds is issued, take precautions to minimize danger to persons, and protect the work and nearby property. Precautions shall include, but are not limited to, closing openings; removing loose materials, tools, and equipment from exposed locations; and removing or securing scaffolding and other temporary work. Close openings in the work when storms or lesser intensity pose a threat to the work or any nearby property.

### **1.11 Parking**

**Section 01510 Facilities and Temporary Controls**  
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- A. Arrange for temporary parking areas to accommodate operations personnel.
- B. Provide temporary culverts to allow unimpeded drainage.
- C. Provide unimpeded access for emergency vehicles.
- D. When site space is not adequate, provide additional off site parking.
- E. Locate as required by local laws and regulations and approved by Owner.

**1.12 Removal of Utilities, Facilities, and Controls**

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to final inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

**1.13 Field Office**

- A. The contractor shall provide a temporary field office with temporary utilities required for construction operations.
- B. Provide temporary field office for GPA inspector with minimum size of 8 ft. x 20 ft. equipped with table, chairs and window air conditioner.

**PART 2 – PRODUCTS**      Not Used

**PART 3 – EXECUTION**      Not Used

\*\*\* END OF SECTION \*\*\*

**SECTION 01525**  
**SAFETY REQUIREMENTS**

**PART 1 GENERAL**

**1.1 SUMMARY**

1.1.1 Related Sections

- a. Section 01510, "Temporary Facilities and Controls"
- b. Section 02050, "Site Demolition"

**1.2 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- |             |  |
|-------------|--|
| ANSI A10.14 | (1991) Construction and Demolition Operations - Requirements for Safety Belts, Harnesses, Lanyards and Lifelines for Construction and Demolition Use |
| ANSI Z359.1 | (1992) Safety Requirements for Personal Fall Arrest Systems  |

CODE OF FEDERAL REGULATIONS (CFR)

- |                 |   |
|-----------------|---|
| 29 CFR 1910.120 | Hazardous Waste Operations and Emergency Response |
|-----------------|---|

CORPS OF ENGINEERS (COE)

- |                |  |
|----------------|--|
| COE EM-385-1-1 | (1996) Safety and Health Requirements Manual |
|----------------|--|

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

- |          |   |
|----------|---|
| NFPA 70  | (1996) National Electrical Code   |
| NFPA 241 | (1996) Safeguarding Construction, Alteration, and Demolition Operations |

**Section 01525 Safety Requirements**  
**Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

### **1.3 DEFINITIONS**

- a. Certified Industrial Hygienist. An industrial hygienist is an individual who is certified by the American Board of Industrial Hygiene.
- b. Certified Safety Professional. A safety manager, safety specialist, or safety engineer that has passed the CSP exam administered by the Board of Certified Safety Professionals.
- c. Confined Space. A space which by design has limited openings for entry and exit, unfavorable natural ventilation which could contain or produce dangerous air contaminants, and which is not intended for continuous employee occupancy, engulfment or any other recognized safety or health hazard. Confined spaces include, but are not limited to storage tanks, process vessels, pits, silos, vats, degreasers, reaction vessels, boilers, ventilation and exhaust ducts, sewers, tunnels, underground utility vaults, and pipelines.
- d. Multi-employer work site (MEWS). The prime contractor is the "controlling authority" for all work site safety and health of the subcontractors.
- e. Recordable Occupational Injuries or Illness. An occupational injury or illnesses which result in serious injuries lost workday cases, non-fatal cases or significant mishaps.
- f. Serious Injuries & Fatalities. Regardless of the time between the injury and death or the length of the illness; hospitalization of three or more employees; or property damage in excess of \$200,000.
- g. Lost Workday Cases. Injuries, other than fatalities, that results in lost workdays.
- h. Non-Fatal Cases. Cases without lost workdays which result in transfer to another job or termination of employment, or require medical treatment (other than first aid) or involve property damage in excess of \$10,000 but less than \$200,000 or involve: loss of consciousness or restriction of work or motion. This category also includes any diagnosed occupational illnesses which are reported to the employer but are not classified as fatalities or lost workday cases.
- i. Health and Safety Plan (HASP). The HASP is the Navy equivalent Army term of SHP or SSHP used in COE EM-385-1-1. "USACE" property and equipment specified in COE EM-385-1-1 should be interpreted as Government property and equipment.
- j. Safety Officer. The superintendent or other qualified or competent person who is responsible for the on-site safety required for the project. The contractor quality control person cannot be the safety officer, even though the QC has safety inspection responsibilities as part of the QC duties.
- k. Significant Contractor Mishap. A contractor mishap which involves falls of 4 feet or more, electrical mishaps, confined space mishaps, diving mishaps, equipment mishaps, and fire

#### **Section 01525 Safety Requirements**

#### **Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

mishaps which result in a lost time injury, or property damage of \$10,000 or more, but less than \$200,000; or when fire department or emergency medical treatment (EMT) assistance is required.

- i. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment provided by a physician or registered personnel.
- m. First Aid. A one-time treatment, and follow-up visit for the purpose of observation, of minor scratches, cuts, burns, splinters, and so forth, which do not ordinarily require medical care, even though provided by a physician or registered professional personnel.
- n. Lost Workdays. The number of days (consecutive or not) after, but not including, the day of injury or illness during which the employee would have worked but could not do so; that is, could not perform all or part of his normal assignment during all or any part of the workday or shift; because of the occupational injury or illness.

## **1.4 SUBMITTALS**

Submit the following in accordance with Section 01300, "Submittal Procedures."

### 1.4.1 Statements

- a. Accident prevention plan (APP) G
- b. Activity Hazard Analysis (AHA) G
- c. Health and Safety Plan (HASP) G

#### 1.4.1.1 Accident Prevention Plan (APP)

Submit at least 15 calendar days prior to start of work at the job site, make APP site specific, Notice To Proceed (NTP) will be given after Government finds the APP acceptable.

#### 1.4.1.2 Activity Hazard Analysis (AHA)

Submit the AHA for the preparatory phase as a part of the APP. Submit subsequent AHA for each major phase of work at least 15 calendar days prior to the start of that phase. Format subsequent AHA as amendments to the APP.

#### 1.4.1.3 Health and Safety Plan (HASP)

Allow 30 calendar days for review by GPA construction safety manager.

#### 1.4.2 Records

- a. Reports. Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

### **1.5 QUALITY ASSURANCE**

#### 1.5.1 Qualifications

- a. Qualifications of Safety Officer:
  - (1) Ability to manage the on-site contractor safety program through appropriate management controls,
  - (2) Ability to identify hazards and have the capability to expend resources necessary to abate the hazards.
  - (3) Must have worked on similar types of projects that are equal to or exceed the scope of the project assigned with the same responsibilities.
- b. Qualifications of Qualified Person, Confined Space Entry. The qualified person shall be capable by education and specialized training of anticipating, recognizing, and evaluating employee exposure to hazardous substances or other unsafe conditions in a confined space. This person shall be capable of specifying necessary control and protective action to ensure worker safety.

#### 1.5.2 Meetings

##### 1.5.2.1 Preconstruction Conference

The safety officer shall attend the preconstruction conference.

##### 1.5.2.2 Meeting on Work Procedures

Meet with Contracting Officer to discuss work procedures and safety precautions required by the HASP. Ensure the participation of the Contractor's superintendent, the Quality Control, and the CSP or CIH.

##### 1.5.2.3 Weekly Safety Meetings

Hold weekly. Attach minutes showing contract title, signatures of attendees and a list of topics discussed to the QC Contractor Quality Control daily report.



### 1.5.3 Crane Safety Requirements

The contractor shall comply with specific activity regulations pertaining to crane safety and operation, and shall notify the contracting officer, in advance of any cranes entering the activity. The contractor shall comply with ASME B30.5 for mobile cranes, and ASME B30.22 for articulating boom cranes.

#### 1.5.3.1 Crane Certificate of Compliance

Prior to cranes entering GPA activities, a certificate of compliance from the contractor shall be completed and submitted to the contracting officer. The certificate of compliance shall certify that the crane and rigging gear meets applicable OSHA regulations. The specific OSHA regulation applying to the crane shall be cited on the certification. The contractor shall also certify that all of its crane operators working on federal activity have been trained not to bypass safety devices during lifting operations. A copy of the certification submitted to the contracting officer shall be posted in the crane. Attached at the end of this specification section is a certification form to be used for this purpose.

#### 1.5.3.2 Crane Weight Handling Equipment Accident Report

The contractor shall provide the contracting officer within 30 days of any accident a Weight Handling Equipment Accident Report using the form provided at the end of this specification section. The contractor shall notify the contracting officer as soon as practical, but not later than four hours, after an accident involving a fatality, in-patient hospitalization, overturned crane, collapsed boom, or any other major damage to the crane or adjacent property. The contractor shall secure the accident site and protect evidence unit released by the contracting officer. The contractor shall conduct an accident investigation to establish the root cause(s) of the accident. Crane operations shall not proceed until cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer. These notifications and reporting requirements are in addition to those required under other parts of this project specification and the provisions of the "Accident Prevention" clause of the contract.

## **1.6 ACCIDENT PREVENTION PLAN (APP)**

Prepare the APP in accordance with the required and advisory provisions of COE EM-385-1-1 including Appendix A, "Minimum Basic Outline for Preparation of Accident Prevention Plan," and as modified herein. Include the associated AHA and other specific plans, programs and procedures listed on Pages A-3 and A-4 of COE EM-385-1-1, some of which are called out below.

### 1.6.1 Contents of the Accident Prevention Plan

- a. Name and safety related qualifications of safety officer (including training and any certifications).
- b. Qualifications of competent and of qualified persons.

#### **Section 01525 Safety Requirements**

#### **Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

- c. Identify of the individual who will complete exposure data (hours worked); accident investigations, reports and logs; and immediate notification of accidents to include subcontractors.
- d. Emergency response plan. Conform to COE EM-385-1-1, paragraph 01.E and include a map denoting the route to the nearest emergency care facility with emergency phone numbers. Contractor may be required to demonstrate emergency response.
- e. Confined Space Entry Plan. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)
- f. Hazardous Material Use. Provisions to deal with hazardous materials, pursuant to the Contract Clause "FAR 52.223-3, Hazardous Material Identification and Material Safety Data." And the following:
  - (1) Inventory of hazardous materials to be introduced to the site with estimated quantities.
  - (2) Plan for protecting personnel and property during the transport, storage and use of the materials
  - (3) Emergency procedures for spill response and disposal, including a site map with approximate quantities on site at any given time. The site map will be attached to the inventory, showing where the hazardous substances are stored
  - (4) Material Safety Data Sheets for inventoried materials not required in other section of this specification.
  - (5) Labeling system to identify contents on all containers on-site.
  - (6) Plan for communicating high health hazards to employees and adjacent occupants.
- g. Hazardous Energy Control Plan. For hazardous energy sources, comply with COE EM-385-1-1, paragraph 12.A.07.
- h. Critical Lift Procedures. Weight handling critical lift plans will be prepared and signed in accordance with COE EM-385-1-1, paragraph 16.c.18.
- i. Alcohol and Drug Abuse Plan

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(1) Describe plan for random checks and testing with pre-employment screening in accordance with the DFAR Clause subpart 252.223-7004, "Drug Free Work Force."

(2) Description of the on-site prevention program

j. Fall Protection Plan. The plan shall be site specific and protect all workers at elevations above 6 feet.

k. Site Demolition Plan. The safety and health aspects prepared in accordance with Section 02220, "Site Demolition"

### **1.7 ACTIVITY HAZARD ANALYSIS (AHA)**

Prepare for each phase of the work. As a minimum, define activity being performed, sequence of work, specific hazards anticipated, control measures to eliminate or reduce each hazard to acceptable levels, training requirements for all involved, and the competent person in charge of that phase of work. For work with fall hazards, including fall hazards associated with scaffold erection and removal, identify the appropriate fall arrest systems. For work with materials handling equipment, address safeguarding measures related to materials handling equipment. For work requiring excavations, include excavation safeguarding requirements. The appropriate AHA shall be reviewed and attendance documented by Contractor at the preparatory, initial, and follow-up phases of Quality Control inspection.

### **1.8 HEALTH AND SAFETY PLAN (HASP)**

Prepare as required by 29 CFR 1910.120 and COE EM-385-1-1.

#### 1.8.1 Qualified Personnel

Retain a Certified Industrial Hygienist (CIH) or a Certified Safety Professional (CSP) to prepare the HASP, conduct activity hazard analyses, and prepare detailed plan for demolition, removal, and disposal of materials. Retain the CIH or CSP for duration of contract.

#### 1.8.2 Contents

In addition to the requirements of COE EM-385-1-1, Table 28-1, the HASP must include:

- a. Interface of trades involved in the construction.
- b. Sequencing of work.
- c. Disposal plan.
- d. Protective equipment.

- e. Pollution control.

## **1.9 DRUG PREVENTION PROGRAM**

Conduct a proactive drug and alcohol use prevention program for all workers, prime and subcontractor, on the site. Ensure that no employees either use illegal drugs or consume alcohol during work hours. Ensure no employees under the influence of drugs or alcohol during work hours. After accidents, collect blood, urine or saliva specimens and test injured employee influence. A copy of the test shall be made available to the Contracting Officer upon request.

## **1.10 FALL HAZARD PREVENTION PROGRAM**

### 1.10.1 Scaffolds

Delineate the fall protection requirements necessary during the erection and dismantling operation of scaffolds used on the project in the fall protection plan and activity hazard analysis for the phase of work.

### 1.10.2 Training

Institute a fall protection program. As part of the Fall Protection Program, contractor shall provide training for each employee who might be exposed to fall hazards.

## **1.11 DUTIES OF THE SAFETY OFFICER**

- a. Ensure construction hazards are identified and corrected.
- b. Maintain applicable safety reference material on the job site.
- c. Maintain a log of safety inspections performed.

## **1.12 DISPLAY OF SAFETY INFORMATION**

Display the following information in clear view of the on-site construction personnel:

- a. Map denoting the route to the nearest emergency care facility with emergency phone numbers.
- b. AHA
- c. Sign with number of hours worked since last lost workday accident.

### **1.13 SITE SAFETY REFERENCE MATERIALS**

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturers' manuals.

### **1.14 EMERGENCY MEDICAL TREATMENT**

Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide.

### **1.15 REPORTS**

#### 1.15.1 Reporting Reports

For OSHA recordable accidents, the prime contractor will conduct a suitable investigation and provide to the Contracting Officer within 5 calendar days of the accident.

#### 1.15.2 Notification

Notify Contracting Officer, within 4 hours, of any accident meeting the definition of OSHA recordable occupational injury or illness. Information shall include Contractor name; contract title; type of contract; name of activity, installation or location where mishap occurred; date and time of mishap; names of personnel injured; extent of property damage, if any; and brief description of mishap (to include type of construction equipment used, PPE used, etc.) In addition to OSHA reporting requirements, initial notification shall be made of any accident involving significant mishaps.

#### 1.15.3 Monthly Exposure Report

Monthly exposure reporting, to the Contracting Officer is required to be attached to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.

#### 1.15.4 OSHA Citations and Violations

Provide the Contracting Officer with a copy of each OSHA citation, OSHA report and Contractor response. Correct violations and citations promptly and provide written corrective actions to the Contracting Officer.

## **PART 2 PRODUCTS**

### **2.1 FALL PROTECTION ANCHORAGE**

Fall protection anchorages, used by contractors to protect their people, will be left in place and so identified for continued customer use.

#### **Section 01525 Safety Requirements**

#### **Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

## **PART 3 EXECUTION**

### **3.1 CONSTRUCTION**

Comply with COE EM-385-1-1, NFPA 241, the accident prevention plan, the activity hazard analysis and other related submittals and activity fire and safety regulations.

#### 3.1.1 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. Exceptions to the use of any of the above excluded materials may be considered by Contracting Officer upon written request by Contractor.

#### 3.1.2 Unforeseen Hazardous Material

If additional material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

### **3.2 PRE-OUTAGE COORDINATION MEETING**

Contractors are required to apply for utility outages a minimum of 15 days in advance. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches.

### **3.3 PERSONNEL PROTECTION**

#### 3.3.1 Hazardous Noise

Provide hazardous noise signs, and hearing protection, where ever equipment and work procedures produce sound-pressure levels greater than 85 dBA steady state or 140 dBA impulses, regardless of the duration of the exposure.

#### 3.3.2 Fall Protection

Enforce use of the fall protection device named for each activity in the AHA all times when an employee is on a surface 6 feet or more above lower levels. Personal fall arrest systems are required when working from an articulating or extendible boom, scissor lifts, swing stages, or suspended platform. Fall protection must comply with ANSI A10.14.

#### **Section 01525 Safety Requirements**

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### 3.3.2.1 Personal Fall Arrest Device

Equipment, subsystems, and components shall meet ANSI Z359.1, Personal Fall Arrest Systems. Only a full-body harness with a shock absorbing lanyard is an acceptable personal fall arrest device. Body belts may only be used as positioning devices only such as for steel reinforcing assembly. Body belts are not authorized as a personal fall arrest device. Harnesses must have upper middle back "D" rings for proper body suspension during a fall. Lanyard must be fitted with a double locking snap hook attachment. Webbing, straps, and ropes must be of synthetic fiber or wire rope.

### 3.3.3 Scaffolding

Employees shall be provided with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Contractor shall ensure that scaffold erection is performed by employees that are qualified. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection plan. Minimum platform size shall be based on the platform not being greater in height than four times the dimension of the smallest width dimension for rolling scaffold. Some Baker type scaffolding has been found not to meet these requirements. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward. The first tie-in shall be at the height equal to 4 times the width of the scaffold base.

### 3.3.4 Use of Material Handling Equipment

- a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufactures printed operating instructions. Crane supported work platforms shall only be used in extreme conditions if the Contractor proves that using any other access to the work location would provide a greater hazard to the workers.
- b. Cranes must be equipped with Load Indicating Devices, anti-two blocks devices, load, boom angle moment indicating indicators.
- c. Christmas-tree lifting (multiple rigged materials) is not allowed.

### 3.3.5 Excavations

The competent person for excavation shall be on site when work is being performed in excavation, and shall inspect excavations prior to entry by workers. Individual must evaluate for all hazards, including atmospheric, that may be associated with the work, and shall have the resources necessary to correct hazards promptly.

## **Section 01525 Safety Requirements**

### **Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

### 3.3.6 Conduct of Electrical Work

Underground electrical spaces must be certified safe for entry before entering to conduct work. Cable intended to be cut must be positively identified and de-energized prior to performing each cut. Perform all high voltage cutting remotely. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers shall be permitted to enter. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personnel protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. Insulating blankets, hearing protection, and switching suits may be required, depending on the specific job and as delineated in the Contractor AHA.

### **3.4 ACCIDENT SCENE PRESERVATION**

For serious accidents, ensure the accident site is secured and evidence is protected remaining undisturbed until released by the Contracting Officer.

### **3.5 FIELD QUALITY CONTROL**

#### 3.5.1 Inspections

Include safety inspection as a part of the daily Quality Control inspections required in Section 01400, "Quality Control."

### **3.6 TRAFFIC WORK**

All work around/involving roadways, to include roadway excavations and utility crossings, will be conducted in accordance with Manual of Uniform Traffic Control Devices. Contractors shall provide and ensure appropriate road closure and detour signs are established as necessary for motor traffic management. All road closures shall be coordinated with the Contracting Officer in advance. Self-illuminated (lighted) barricades shall be provided during hours of darkness. Brightly-colored (orange) vests are required for all personnel working in roadways. Road closures shall require a road closure plan showing the location of signage.

### **3.7 STATION REGULATIONS**

Contractor is responsible to adhere to all station regulations and obtain all necessary permits and outage approvals prior to commencement of that work activity.

#### **Section 01525 Safety Requirements**

#### **Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**



### **3.8 STATION PERMITS**

Permits are required for, but not necessarily limited to, welding, digging, and burning. Allow 7 calendar days for processing of the application.

### **3.9 TEMPORARY BARRICADES**

Contractor shall provide for barricading around all work areas to prevent public access.

### **3.10 FENCING**

Fencing shall be provided along the construction site at all open excavations and tunnels to control access by unauthorized people. Fencing must be installed to be able to restrain a force of at least 200 pounds against it.

### **3.11 SIGNS**

Place warning signs at the construction area perimeter designating the presence of construction hazards requiring unauthorized persons to keep out. Signs must be placed on all sides of the project, with at least one sign every 300 feet. All points of entry shall have signs designating the construction site as a hard hat area.

### **3.12 CONSTRUCTION SIGN**

Project Construction sign shall be installed on a conspicuous place at the jobsite. Project shall be made from a 4'-0" x 8'-0" x 3/4" thick plywood mounted in front of Dededo CT Plant Bldg. along Marine Corps Drive. Sample format of the signboard shall be provided by the Project Engineer. Exact location shall be pinpointed by the CT Asst. Plant Superintendent.

- End of Section 01525 -14

**SECTION 01700****CONTRACT CLOSEOUT****PART 1 - GENERAL****1.1 Substantial Completion Date**

- A. When the Contractor considers the entire work ready for its intended use, the Contractor shall, in writing to the Engineer, certify that the entire work is substantially complete and request that the Engineer concur and establish a date of substantial completion.
- B. Within 5 days the Contractor and the Engineer shall complete an inspection of the work to determine the status of the completion. If the Engineer does not consider the work substantially complete, the Engineer will notify the Contractor in writing giving the Engineer's reasons therefor. The Contractor may appeal this decision.
- C. If the Engineer considers the work substantially complete, the Engineer will concur in writing to the Contractor that the work is substantially complete and shall therein fix the date of substantial completion. In addition, a list of any deficiencies requiring completion or correction before final inspection will be attached to the Certificate of Substantial Completion. This list of deficiencies (punch list) shall be completed by the Contractor within 10 days after receipt of the Certificate of Substantial Completion and list of deficiencies. The Engineer will not make the final inspection until all work, including the correction of such deficiencies, final clean-up, and such extra work as may be ordered by the Engineer, has been completed by the Contractor and all sub Contractors.
- D. **Definition of Substantial Completion:** The date of substantial completion of a project or specified area of the project is the date when construction is sufficiently completed and in accordance with the contract documents, as modified by any change orders agreed upon by the parties, to permit the Guam Power Authority to occupy the project or specified area of the project for the use for which intended.

**1.2 Final Inspection Date**

- A. When the Contractor has completed work listed on the punch list or when the 10-day punch list period expires, whichever comes first, the Engineer will set a definite date for final inspection. The Engineer and Contractor will then make a final inspection of the project, again noting any deficiencies that remain. The Engineer will again notify the Contractor in writing of all particulars in which this inspection reveals that the work is incomplete or defective. The Contractor shall remedy such deficiencies within 5 days of written notice.
- B. If such deficiencies are not corrected within 5 days after receipt of the written notice listing deficiencies, the Owner may, without further notice to the Contractor, take whatever steps it

deems necessary to correct those deficiencies. Such steps may include, but are not limited to, the correction of defects by Owner provided forces or by others. Thereafter, all direct and indirect costs of the Owner in exercising such rights will be charged against the Contractor and a unilateral change order issued incorporating the necessary revisions in the contract documents and ordering that such costs be deducted from monies due or becoming due the Contractor. Such indirect or direct costs shall include in particular, but without limitation to, compensation for additional professional services required, and all cost of repair and replacement of the work of others destroyed or damaged by correction, removal, or replacement of the Contractor's deficient work

- C. The Contractor will not be allowed an extension of contract time because of any delay in performance of the work attributable to the exercise of the Owner's rights hereunder.
- D. Upon correction of all deficiencies, the Engineer will notify the Contractor and Owner in writing of the date upon which the work was considered complete.

### **1.3 Final Acceptance**

- A. A Certificate of Completion for the project, submitted by the Engineer and approved by the Owner, shall constitute final acceptance of the work.
- B. Final acceptance shall not constitute acceptance of any unauthorized or defective work or material, nor shall progress estimates be construed as acceptance of any work under this contract. The Owner shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or from recovering damages for any such work or material.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

### **1.4 Final Cleaning**

- A. Execute final cleaning prior to final inspection.
- B. Clean debris from roofs, downpours, and drainage systems.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

### **1.5 Correction Period**

- A. If within a year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the

Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions: (i) correct such defective work, or, if it has been rejected by the Owner, remove it from the site and replace it with work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other worker the work of others resulting therefrom. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Owner may have the defective work corrected or the rejected work remove and replaced, and all claims, costs, losses and damages caused by resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by the Contractor.

- B. Where defective work (and damage to other work resulting therefrom) has been corrected, removed or replaced under this paragraph 1.5, the correction period hereunder with respect to such work will be extended for an additional period of two years after such correction or removal and replacement has been satisfactorily completed.
- C. Contractor shall furnish a Correction Period Bond. The Correction Period Bond shall be for an amount equal to 15% of the Contract Price and shall remain in effect for at least a year after the date when final payment becomes due. Receipt by the Owner of the Correction Period Bond shall be a prerequisite for release of the Performance Bond.

\* \* \* END OF SECTION \* \* \*

SECTION 02050  
DEMOLITION AND REMOVAL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A10.6 (1990) Demolition Operations – Safety Requirements

CORPS OF ENGINEERS (COE)

COE EM-385-1-1 (1996) Safety and Health Requirements Manual

1.2 GENERAL REQUIREMENTS

Do not begin demolition until authorization is received from the Project Engineer / Asst. Plant Superintendent CTs'. Remove rubbish and debris from the project site; do not allow accumulations inside or outside the building. Store materials that cannot be removed daily in areas specified by the Project Engineer / WSD Plant Maintenance Supervisor.

1.3 SUBMITTALS

Submit the following in accordance with Section 01300, "Submittal Procedures."

1.3.1 Statements

- a. Demolition plan
- b. Notification of demolition and replacement
- c. Submit proposed salvage, demolition and removal procedures to the Project Engineer for approval before work is started.

### 1.3.2 Required Data

Demolition plan shall include procedures for careful removal and disposition of materials specified to be salvaged, a disconnection schedule of utility services, and a detailed description of methods and equipment to be used for each operation and of the sequence of operations. Include statements affirming Contractor inspection of the premises and its suitability to perform as a safe working area or if inspection reveals a safety hazard to workers, state provisions for securing the safety of the workers throughout the performance of work.

## 1.4 REGULATORY REQUIREMENTS

Comply with Federal, State, and Local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses," safety requirements shall conform to ANSI A10.6

### 1.4.1 Notifications

Furnish timely notification of projects to local authorities in accordance with 40 CFR 61-SUBPART M. Notify the local air pollution control district/agency and the Project Engineer in writing 10 days prior to the commencement of work in accordance with 40 CFR 61 SUBPART M.

## 1.5 DUST AND DEBRIS CONTROL

Prevent the spread of dust and debris to occupied portions of the building and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to flooding. Vacuum and dust the work area daily. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage potential to tenant/owner.

## 1.6 PROTECTION

### 1.6.1 Traffic Control Signs

Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Notify the Project Engineer / WSD Plant Maintenance Supervisor prior to beginning such work.

### 1.6.2 Existing Work

Protect existing work which is to remain in place, or remain the property of GPA. Repair items which are to remain and which are damaged during performance of the work to their original condition, or replace with new. Provide new supports and reinforcement for existing construction weakened by demolition or removal work. Repairs, reinforcement, or structural replacement must have the Project Engineer approval.

### 1.6.3 Weather Protection

For portions of the air intake filter assembly to remain, protect air filters and accessories from the weather at all times. Where removal of existing ducting is necessary to accomplish work, have materials and workmen ready to provide adequate and temporary covering or structural replacement must have Project Engineer approval.

### 1.6.4 Facilities

Protect electrical and mechanical services and utilities. Where removal of existing utilities an equipment is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities.

## 1.7 BURNING

Burning will not be permitted.

## PART 2 PRODUCTS

Not used.

## PART 3 EXECUTION

### 3.1 STACK & ACCESSORIES REMOVAL

#### 3.1.1 Scaffolding & Lifting Equipment

Provide all necessary metal scaffolding and lifting equipment for the safe dismantling and removal of smoke assembly and its appurtenances.

## Utilities and Related Equipment

Remove existing utilities as indicated and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by the Project Engineer. Remove related equipments and deliver to a location in accordance with instructions of the Project Engineer or Asst. Plant Superintendent. If utility lines are encountered that are not shown on the drawings, contact the Project Engineer or Asst. Plant Superintendent for further instructions.

### 3.1 DISPOSITION OF MATERIAL

#### 3.2.1 Title to Materials

Except where specified in other sections, all materials and equipment removed, and not re-used, shall become the property of the Contractor and shall be removed from GPA property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Project Engineer of the Contractor's demolition and removal procedures, and authorization by the Project Engineer to begin demolition. GPA will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

#### 3.2.2 Re-use of Materials and Equipment

Remove and store materials and equipment indicated to be re-used or relocated to prevent damage, and re-stock to a place designated by Project Engineer / Asst. Plant Superintendent CTs'.

#### 3.2.3 Salvaged Materials and Equipment

#### 3.2.4 Debris Disposal

Remove and dispose rubbish and debris from GPA property and dispose of it in compliance with federal and local requirements.

### 3.3 CLEAN UP

#### 3.3.1 Debris and Rubbish



Remove and transport debris and rubbish in a manner that will prevent spillage on pavements, streets or adjacent areas. Clean up spillage from pavements, streets and adjacent areas. Conform to other applicable requirements.

\*\*\* END OF SECTION\*\*\*

**Section 02050 Demolition and Removal**  
**Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

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## SECTION 04065

## MORTAR AND MASONRY GROUT

**PART 1 GENERAL**

## 1.1 SECTION INCLUDES

- A. Mortar and grout for masonry.

## 1.2 RELATED SECTIONS

- A. Section 04820 - Reinforced Unit Masonry System: Installation of mortar and grout.

## 1.3 REFERENCES

- A. ACI 530 - Building Code Requirements for Masonry Structures.
- B. ACI 530.1 - Specifications for Masonry Structures.
- C. ASTM C5 - Quicklime for Structural Purposes.
- D. ASTM C91 - Masonry Cement.
- E. ASTM C94 - Ready-Mixed Concrete.
- F. ASTM C144 - Aggregate for Masonry Mortar.
- G. ASTM C150 - Portland Cement.
- H. ASTM C199 - Test Method for Pier Test for Refractory Mortar.
- I. ASTM C207 - Hydrated Lime for Masonry Purposes.
- J. ASTM C270 - Mortar for Unit Masonry.
- K. ASTM C387 - Packaged, Dry, Combined Materials, for Mortar and Concrete.
- L. ASTM C404 - Aggregates for Masonry Grout.
- M. ASTM C476 - Grout for Masonry.
- N. ASTM C595 - Blended Hydraulic Cement.
- O. ASTM C780 - Pre-construction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.

- P. ASTM C1019 - Method of Sampling and Testing Grout.
- Q. ASTM C1072 - Method for Measurement of Masonry Flexural Bond Strength.
- R. ASTM C1142 - Ready-Mixed Mortar for Unit Masonry.
- S. ASTM E447 - Test Methods for Compressive Strength of Masonry Prisms.
- T. ASTM E518 - Test Method for Flexural Bond Strength of Masonry.
- U. IMIAC (International Masonry Industry All-Weather Council) - Recommended Practices and Guide Specifications for Cold Weather Masonry Construction.

#### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Include design mix, indicate whether the Proportion or Property specification of ASTM C270 is to be used, required environmental conditions, and admixture limitations.
- C. Reports: Submit reports on mortar indicating conformance of mortar to property requirements of ASTM C270.
- D. Reports: Submit reports on grout indicating conformance of component grout materials to requirements of ASTM C476.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Submit premix mortar manufacturer's installation instructions under provisions of Sections 01300.

#### 1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 530 and ACI 530.1.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle products to site under provisions of Section 01600.
- B. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.

#### 1.7 ENVIRONMENTAL REQUIREMENTS

- A. Maintain materials and surrounding air temperature to minimum 50 degrees F prior to, during, and 48 hours after completion of masonry work.

- B. Maintain materials and surrounding air temperature to maximum 90 degrees F (32 degrees C) prior to, during, and 48 hours after completion of masonry work.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

- A. Portland Cement: ASTM C150, Type I OR JIS R5210.
- B. Mortar Aggregate: ASTM C144, standard masonry type.
- C. Hydrated Lime: ASTM C207, Type S.
- D. Grout Coarse Aggregate: Maximum 3/8 inch.
- E. Water: Clean and potable.
- F. Bonding Agent: Epoxy type.

### **2.2 MORTAR MIXES**

- A. Mortar For Load Bearing Walls and Partitions: ASTM C270, Type S using the Property specification.
- B. Mortar for Non-Load Bearing Walls and Partitions: ASTM C270, Type S using the Property specification.
- C. Mortar For Engineered Masonry: ASTM C270, Type S using the Property specification.

### **2.3 MORTAR MIXING**

- A. Thoroughly mix mortar ingredients in accordance with ASTM C270 in quantities needed for immediate use.
- B. Maintain sand uniformly damp immediately before the mixing process.
- C. Add admixtures in accordance with manufacturer's instructions. Provide uniformity of mix and coloration.
- D. Do not use anti-freeze compounds to lower the freezing point of mortar.
- E. If water is lost by evaporation, re-temper only within two hours of mixing.
- F. Use mortar within two hours after mixing.

## 2.4 GROUT MIXES

- A. Bond Beams, Lintels: 3,000 psi strength at 28 days; 8-10 inches slump; mixed in accordance with ASTM C476 Coarse grout.
- B. Engineered Masonry: 3,000 psi strength at 28 days; 8-10 inches slump; mixed in accordance with ASTM C476 Coarse grout.

## 2.5 GROUT MIXING

- A. Mix grout in accordance with ASTM C94.

## 2.6 MIX TESTS

- A. Test mortar and grout in accordance with Section 01400.
- B. Testing of Mortar Mix: In accordance with ASTM C270.
- C. Testing of Grout Mix: In accordance with ASTM C1019 for compressive strength, and slump.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Request inspection of spaces to be grouted.

### 3.2 PREPARATION

- A. Plug clean-out holes. Brace masonry for wet grout pressure.

### 3.3 INSTALLATION

- A. Install mortar in accordance with ASTM C270.
- B. Work grout into masonry cores and cavities to eliminate voids.
- C. Do not install grout in lifts greater than 16 inches without consolidating grout by rodding.
- D. Do not displace reinforcement while placing grout.
- E. Remove excess mortar from grout spaces.

### 3.4 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01400.
- B. Test and evaluate mortar in accordance with ASTM C780.

- C. Test and evaluate grout in accordance with ASTM C1019.

**--END OF SECTION--**

SECTION 05120  
STRUCTURAL STEEL

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Structural steel framing support members.

**1.2 REFERENCES**

- A. ASTM A36 Structural Steel.
- B. ASTM A108 Steel Bars, Carbon, Cold-Finished, Standard Quality.
- C. ASTM A123 Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel Products.
- D. ASTM A153 Zinc Coating (Hot Dip) on Iron and Steel Hardware.
- E. ASTM A307 Carbon Steel Externally Threaded Standard Fasteners.
- F. ASTM A 325 High Strength Carbon Steel Bolts for Structural Steel Joints.
- G. AWS A2.0 Standard Welding Symbols.
- H. AWS D1.1 Structural Welding Code.
- I. AISC Specification for the Design, Fabrication and Erection of Structural Steel for Buildings.
- J. SSPC Steel Structures Painting Council.

**1.3 SUBMITTALS**

- A. Submit under provisions of Scope of Work
- B. Shop Drawings:

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1. Indicate profiles, sizes, spacing, and locations of structural members openings attachments fasteners.
2. Connections.
3. Cambers.
4. Indicate welded connections with AWS A2.0 welding symbols. Indicate net weld lengths.
5. Temporary Bracing, location and connection.

#### **1.4 QUALITY ASSURANCE**

- A. Fabricate structural steel members in accordance with AISC - Structural Steel for Buildings.
- B. Perform Work in accordance with AISC - Specification for Architectural Exposed Structural Steel.

#### **1.5 QUALIFICATIONS**

- A. Fabricator: Company specializing in performing the work of this Section with minimum 3 years documented experience.
- B. Erector: Company specializing in performing the work of this Section with minimum 3 years documented experience.

#### **1.6 FIELD MEASUREMENTS**

- A. Verify that field measurements are as shown on shop drawings.

### **PART 2 PRODUCTS**

#### **1.2 MATERIALS**

- A. Structural Steel Members: ASTM A36 galvanized to ASTM A153 for galvanized members.
- B. Bolts, Nuts, and Washers: ASTM A325 galvanized to ASTM A153 for galvanized members.
- C. Anchor Bolts: ASTM A307.

#### **Section 05120 Structural Steel**

#### **Air Antake filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**



D. Welding Materials: AWS D1.1; type required for materials being welded.

E. Touch-up Primer for Galvanized Surfaces: Zinc rich type.

## **2 2.2 FINISH**

A. Prepare structural component surfaces in accordance with SSPC SP-6.

B. Shop prime structural steel members. Field welded in contact with concrete. High strength bolted.

## **3 PART 3 EXECUTION**

### **3.1 3.1 EXAMINATION**

A. Verify that field conditions are acceptable and are ready to receive work.

B. Beginning of installation means erector accepts existing conditions.

### **3.2 ERECTION**

A. Allow for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in true alignment until completion of erection and installation of permanent bracing.

B. Field weld components indicated on shop drawings.

C. Do not field cut or alter structural members without approval of the Engineer.

D. After erection, prime welds, abrasions, and surfaces not shop primed or galvanized, except surfaces to be in contact with concrete.

END OF SECTION

**Section 05120 Structural Steel**  
**Air Antake filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

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## SECTION 05500

## METAL FABRICATIONS

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

## AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A10.3 (1995) Power-Actuated Fastening Systems

## AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

AISC S303 (1992) Steel Buildings and Bridges

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 653/A 653M (1997) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process

ASTM D 1187 (1997) Asphalt-Base Emulsions for Use as Protective Coatings for Metal

## AMERICAN WELDING SOCIETY, INC. (AWS)

AWS D1.1 (1998) Structural Welding Code - Steel

## FEDERAL SPECIFICATIONS (FS)

FS TT-P-664 (Rev. D) Primer Coating, Alkyd, Corrosion-Inhibiting, Lead and Chromate Free, VOC-Compliant

FS RR-G-1602 (Rev. D) Grating, Metal, Other Than Bar Type (Floor, Except for Naval Vessels)

## NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM)

NAAMM BG (1993) Metal Bar Grating Manual

**Section 05500 Metal Fabrications****Air Intake filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

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## 1.2 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures."

### 1.2.1 SD-02 Manufacturer's Catalog Data

- a. Exhaust Ventilating Fans

### 1.2.2 SD-04 Approved Fabrication Drawings

- a. Exhaust Ventilating Fans

Submit fabrication drawings showing layout(s), connections to electrical system, and anchoring details as specified in AISC S303.

Submit templates, erection and installation drawings indicating thickness, type, grade, class of metal, and dimensions. Show construction details, reinforcement, anchorage, and installation with relation to the building construction.

## 1.3 QUALIFICATION OF WELDERS

Qualify welders in accordance with AWS D1.1. Use procedures, materials, and equipment of the type required for the work.

## 1.4 DELIVERY, STORAGE, AND PROTECTION

Protect from corrosion, deformation, and other types of damage. Store items in an enclosed area free from contact with soil and weather. Remove and replace damaged items with new items.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- 2.1.1 Exhaust Ventilating Fans

## PART 3 EXECUTION

### 3.1 INSTALLATION

Install items at locations indicated, according to manufacturer's instructions. Items listed below require additional procedures.

#### **Section 05500 Metal Fabrications**

#### **Air Intake filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

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### 3.2 ANCHORAGE, FASTENINGS, AND CONNECTIONS

Provide anchorage where necessary for fastening miscellaneous metal items securely in place. Include for anchorage not otherwise specified or indicated slotted inserts, expansion shields, and powder-driven fasteners, when approved for concrete; toggle bolts and through bolts for masonry; machine and carriage bolts for steel; through bolts, lag bolts, and screws for wood. Do not use wood plugs in any material. Provide non-ferrous attachments for non-ferrous metal. Make exposed fastenings of compatible materials, generally matching in color and finish, to which fastenings are applied. Conceal fastenings where practicable.

\*\*\*END OF SECTION 05500\*\*\*

SECTION 09220  
CEMENT PLASTER

PART 1 GENERAL

1.1 DESCRIPTION

- A. Furnish and install cement plaster (stucco) complete with related accessories as shown on drawings and specified herein.
- B. Related work:
  - 1. Metal furring and lath:
  - 2. Veneer plaster:

1.2 QUALITY ASSURANCE

- A. Plaster work shall comply with ANSI A42.2. "Specifications for Portland Cement Plaster and Stucco."

1.3 SUBMITTALS

- A. Submit product literature samples for all materials.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver all manufactured products in original unopened containers, bundles or packages bearing manufacturer's name and brand.
- B. Keep all materials dry until ready for use. Store off ground and under cover.

1.5 JOB CONDITIONS

- A. Maintain building temperature in uniform range above 55°F for an adequate period prior to lathing, during application and after plastering.
- B. Provide ventilation for drying plaster during and after application.
- C. Exercise care in application, protect exposed finished floor and wall surfaces. Maintain protective covering until completion of plastering work.

**Section 09220 Cement Plaster**  
**Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

## 1.6 GUARANTEE

- A. Contractor shall guarantee adhesion of plaster on all surfaces and plaster to be free from popping, peeling of other defects for a period of one year from date of completion and acceptance of building.

## PART 2 PRODUCTS

### 2.1 PLASTER MATERIALS

- A. Water: Potable and free from impurities that affect plaster.
- B. Sand: Clean, sharp ASTM C144. Provide white graded silica sand for finish coat.
- C. Portland cement: ASTM C150, Type 1; gray for base coat mortar and white water-proof for finish coat.
- D. Anti-cracking agent: Master Builders "Omicron Mortarproofing."
- E. Interior plaster: U.S. Gypsum "Structolite", natural color.
- F. Bonding agent: Aqueous resinous emulsion providing adequate bonding between 2-coat plaster and concrete or masonry substrate.

### 2.2 MIXES (EXTERIOR PLASTER)

- A. Base coats: Scratch coat and brown coat shall be not leaner than one part portland cement to three parts sand with anti-cracking agent added.
- B. Finish coat: 1 part white portland cement to 1 part sand with anti-cracking agent added. Factory-prepared finish coat with anti-cracking agent added may be used in lieu of job-mixed finish coat materials. No tint required on exterior finish coat.

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Machine mix all plaster. Measure materials accurately and mix thoroughly to a uniform consistency.
- B. Do not use lumpy, caked or frozen materials.

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**Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

- C. Obtain Contracting Officer's approval of finish surface treatment prior to application.
- D. Add coloring and anti-cracking agents in accordance with manufacturer's requirements.

### 3.2 PLASTER INSTALLATION (EXTERIOR)

- A. Apply 3 coat works over metal lath, total thickness 1-inch apply 2 coat works over bonding agent on concrete and masonry, total thickness 3/4".
- B. Install stucco finish coat 1/8" thick over Portland cement base coat. Moist cure all coats after setting for minimum 48 hours.
- C. Protect each coat from rapid drying. Apply brown coat no sooner than one day after applying scratch coat. Season brown coat at least seven days prior to applying finish coat.
- D. Finish: Sand float.

### 3.3 PLASTER INSTALLATION (INTERIOR)

- A. Apply bonding agent over entire surface to receive plaster.
- B. Apply 2-coat work over masonry, total thickness 3/4". in accordance with manufacturer's recommendations.
- C. Finish: Sand float.

### 3.4 CLEANING AND PROTECTION

- A. Remove excess plaster and rubbish, leaving entire work in first-class condition.
- B. Protect exposed finish surfaces from stains due to dropping and dirt normal to this operation.

\*\*\* END OF SECTION \*\*\*

SECTION 09900  
PAINTING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Condition and Divisions I Specifications section, apply to work of this section.

1.2 SUMMARY

- A. Extent of painting work is indicated on drawings, or as herein specified.
- B. Provide painting work as specified. The work includes the preparation of all interior and exterior surfaces to be painted unless hereinafter excluded.

1.3 GENERAL

- A. Paint exposed exterior unfinished concrete surfaces surrounding exhaust ventilating fans and its appurtenances to match existing color.
- B. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as primer, intermediate or finish coats.
- C. Surfaces To Be Painted: Except where natural finish of material is specifically noted as a surface not to be painted, paint exposed surfaces whether or not colors are designated. Where items or surfaces are not specifically mentioned, paint the same as similar adjacent materials or areas. If color or finish is not designated, Project Engineer or Asst. Plant Superintendent will select these from standard colors or finishes available.
- D. Do not paint over any code labels, or any other equipment identification, performance rating name.
- E. Following categories of work are not included as part of field- applied finish work.
- F. Finished Metal Surfaces: Unless otherwise indicated, metal surfaces of pre-finished aluminum, anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting.
- G. Operating parts: Unless otherwise indicated, moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkage, sinkage, sensing devices, motors and fan shafts will not require finish painting.



- J. Following categories of work are included under other sections of these specifications.
- K. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, metal fabrications, hollow metal work and similar items.
- L. Unless otherwise specified, shop priming of fabricated components such as shop- fabricated or factory-built mechanical and electrical equipment or accessories is included under other sections of these specifications.

#### 1.4 QUALITY ASSURANCE

- A. Codes and Standards: Work and materials shall conform to regulations of Fire Department, safety color coding in conformance with OSHA and all other regulatory ordinances having jurisdiction. Conform to the most stringent requirements and authorities having jurisdiction.
- B. Single Source Responsibility: Provide primers and other undercoat paint produces by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- C. Coordination: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substances. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.

#### 1.5 PRE-INSTALLATION MEETING

- A. Prior to commencing work, meet with Project Engineer and Asst. Plant Superintendent on site to review work under this Section.

#### 1.6 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.
- B. Samples: Prior to beginning work, Contractor shall furnish color chips for surfaces to be painted. Use representative colors when preparing samples for review. Submit samples for Project Engineer review of color and texture only. Provide a listing of material and application for each coat of each finish sample.
- C. Mock-Up: On actual metal surfaces and other exterior components, duplicate painted finishes of prepared samples. Provide full-coat finish samples on at least 16 square feet of surface, as directed, until required sheen, color and texture is obtained; simulate finished

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#### **Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

lighting conditions for review of in-place work.

## 1.7 DELIVERY AND STORAGE

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, Manufacturer's stock number and date of manufacturer. Color name and number.
- B. Store materials not in actual use in tightly covered containers.

## 1.8 JOB CONDITIONS

- A. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and within humidity limits specified and allowed by paint manufacturer during application and drying periods.

## 1.9 REPLACEMENT STOCK

- A. Replacement Materials: After completion of work, deliver 2% of each type and color to project site

## PART 2 PRODUCTS

### 2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide products of one of the following:

Ameron Industrial Coatings  
 Ameritone Paint Corporation  
 Benjamin Moore  
 Devoe  
 Hi-Temp Coatings Technology  
 Sherwin Williams Paint Co.  
 PPG Protective & Marine Coatings  
 Watco Co.  
 L.M. Schofield Co.

### 2.2 MATERIALS

- A. Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.

Proprietary names used to designate colors or materials are not intended to imply that

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#### **Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

products of named manufacturers are required to exclusion of equivalent products of other manufacturers.

- B. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.
  - 1. All exterior colors and interior deep tone colors shall be ground in at the factory. Shop mixing is not permitted. Colors as selected by the Project Engineer and subject to modification on the job at the Project Engineer's discretion.

## 2.3 MATERIAL LIST

- A. Submit complete and detailed list with Painting Contractor's signature of the materials proposed for use on the work before ordering materials. Obtain Project Engineer acceptance before proceeding. Materials shall be the best quality of their respective kinds and suitable for the intended purpose, equal to or exceeding the following products, which are hereby set as standards.

## PART 3 EXECUTION

### 3.1 PAINTING OF EXHAUST VENTILATING FANS

Equipment painting, factory applied or shop applied, shall be as specified herein, and provided under each individual section.

- A. **Factory Painting Systems:** Manufacturer's standard factory painting systems shall be provided subject to certification that the factory painting system applied will withstand 125 hours in a salt-spray fog test, except that equipment located outdoors shall withstand 500 hours in a salt-spray fog test. Salt spray fog test shall be in accordance with ASTM B 117, and for that test the acceptance criteria shall be as follows: immediately after completion of the test, the paint shall show no signs of blistering, wrinkling, or cracking, and no loss of adhesion; and the specimen shall show no signs of rust creepage beyond 0.125 inch on either side of the scratch mark. The film thickness of the factory painting system applied on the equipment shall not be less than the film thickness used on the test specimen. If manufacturer's standard factory painting system is being proposed for use on surfaces subject to temperatures above 1000°F, submit certifications that the manufacturer's standard factory painting system conforms to the heat resistance in addition to other certifications.
- B. **Shop Painting Systems for Metal Surfaces:** Clean, pre-treat, prime and paint metal surfaces; except aluminum surfaces need not be painted. Apply coatings to clean dry surfaces. Clean the surfaces to remove dust, dirt, rust, oil and grease by wire brushing and solvent degreasing prior to application of paint, except metal surfaces subject to temperatures in excess of 120°F shall be cleaned to bare metal. Where more than one coat of paint is specified, apply the second coat after the preceding coat is thoroughly dry. Lightly sand damaged painting and retouch before applying the succeeding coat. Color of finish coat shall be aluminum or light gray.

#### Section 09900 Painting

#### Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants

1. Temperatures less than 120 degrees Fahrenheit. Immediately after cleaning, the metal surfaces subject to temperatures less than 120°F shall receive one coat of pretreatment high-temp zinc-silicone primer applied to a minimum dry film thickness of 0.3 mil, one coat of primer applied to a minimum dry film thickness of one mil; and two coats of 100% silicon resin topcoat applied to a minimum dry film thickness of one mil per coat.
2. Temperatures between 120 and 1000 degrees Fahrenheit: Metal surfaces subject to temperatures between 120 and 1000 degree Fahrenheit shall receive two coats of 1000 degree F high-temp zinc-silicone primer applied to a total minimum thickness of 2 mils. Do not exceed 2.0 mils dry film thickness. If maximum thickness is exceeded, remove excess coating thickness by abrading, otherwise cracking may occur.

### 3.2 INSPECTION

- A. Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to applicator.
- B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.

### 3.3 SURFACE PREPARATION

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
  1. Remove and reinstall hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection
  2. Clean surfaces to be painted before applying paint or surface treatment. Remove oil and grease prior to mechanical cleaning.
- B. Ferrous Metals: Coating performance, in general, is proportional to the degree of surface preparation. Abrasive blasting is usually the most effective and economical method. Prior to coating, clean all ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

#### 1. New Steel Surfaces

Coated surfaces must be dry and free of weld splatter, oil dirt, grease, and all other contaminants. Round off all rough welds and sharp edges. Abrasive blast to a SSPC-10 "Near White" blast. Blast profile should be 1.0 -1.5 mils., (25 – 38 microns), in depth as indicated by a Keane-Tator Surface Profile Comparator, Testex tape or similar device.

#### 2. Previously Painted Surfaces: Poor Condition

#### **Section 09900 Painting**

#### **Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

Old coating shows evidence of cracking, fracturing, delamination, and/or corrosion. Surface preparation guidelines for new steel should be followed.

### 3. Rusty Surfaces

Surfaces with much corrosion present. Guideline for new steel should try to be followed. If abrasive blast is not possible, prepare the surface by an SSPC-SP11 "Power Tool". If this is unattainable, prepare the surface by an SSPC-SP-2 "Hand Tool Cleaning". Any existing coating must be removed. Apply one coat of primer. Application over tightly adhering rust is acceptable. Apply with one coat of topcoat after the primer.

### 4. Previously Painted Surfaces: Good Condition

Old coating is intact and there is no evidence of cracking, fracturing, and/or delamination. Pressure wash surface to remove all oil, grease, and contaminants and apply one coat of primer at 2.0 – 2.5 mil, dry film thickness. Prior to a full topcoat application, apply finish paint topcoat to a small area and test for adhesion.

### 5. Previously Painted Surfaces" Good Condition, some spotted corrosion

Old coating is intact, there is no evidence of cracking, fracturing, and/or delamination. However, there are small areas of corrosion which amount to less than 10% of the area to be coated. Spot prepare the areas of corrosion by an SSPC-SP 6 "Commercial Blast". Blast profile should be 1.0 – 1.5 mils. in depth. If abrasive blasting is not permitted, prepare the area by a power tool cleaning in accordance to an SSPC-SP 11. Apply one coat of primer to these areas. Once these areas are primed and dry, power wash the entire structure, removing all oil, grease, and other contaminants. Apply one coat of finish topcoat paint at 2.0 – 2.5 mils dry film thickness over the entire unit. Prior to the full topcoat application, apply the finish coat to a small area and test for adhesion.

- C. Galvanized Surfaces: Clean free of oil and surface contaminants with non-petroleum based solvent.

## 3.4 APPLICATION

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Paint finishes are scheduled. Provide prime coats which are compatible with finish paints to be used.
- C. Apply additional coats when undercoats, stains or other conditions show through final coat of paint until paint film is of uniform finish, color and appearance. Give special attention to

### Section 09900 Painting

#### Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants

insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

- D. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently- fixed equipment with prime coat only before final installation of equipment. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non- specular black paint.
- E. Paint back sides of access panels, and removable or hinged covers to match exposed surfaces.
- F. Omit first coat (primer) on metal surfaces which have been shop - primed and touch-up painted, unless otherwise indicated.
- G. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.  
Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- H. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness or, if not indicated, as recommended by coating manufacturer.
- I. Mechanical and Electrical Work: Painting of mechanical and electrical work includes those items exposed in mechanical equipment rooms, in occupied spaces and equipment on roof.
- J. Mechanical items to be painted include, but are not limited to, the following:  
Smoke stack assembly  
Main structural supports, braces & hangers  
Air emission control monitoring port  
Expansion joints, fittings  
Accessory items.

### 3.5 CLEAN-UP AND PROTECTION

- A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day.
- B. Upon completion of painting work, clean window glass and other paint- spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

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**Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

- C. Protection: Protect existing areas, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Project Engineer..

Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

At completion of work, touch-up and restore all damaged or defaced painted surfaces.

\*\*\* END OF SECTION \*\*\*

## SECTION 15000

### MECHANICAL GENERAL REQUIREMENTS

#### PART 1 – GENERAL

##### 1.1 APPLICATION

- A. This section applies to all sections of Division 15.

##### 1.2 LAWS, REGULATIONS AND CODES

- A. All work shall be in accordance with government laws, ordinances, rules, regulations, and orders.
- B. The following shall govern where applicable: The Uniform Building Code, The International Plumbing Code, The Uniform Mechanical Code, Applicable National Fire Protection Association Standards, OSHA Rules and Regulations, and all other codes and standards referenced in these specifications. Where requirements differ in these codes and standards, the more stringent shall apply.

##### 1.3 TRADE NAMES

- A. Mentioning of a trade name indicates that the manufacturer is acceptable to the Engineer. However, certain specified construction and details may not be regularly included in the manufacturer's catalogued product. The Mechanical Contractor shall provide the material or equipment complete as specified.

##### 1.4 AVAILABILITY OF EQUIPMENT AND MATERIALS



- A. Specified equipment and materials may not be available locally and must be ordered off-island. This does not give Contractor the option to substitute non-complying materials or equipment that is locally available.

## 1.5 DEFINITIONS

- A. "As directed" shall mean that the Mechanical Contractor shall seek instructions of the Project Engineer.
- B. "As indicated" shall mean as shown on plans.
- C. "As necessary" shall mean that the item shall be provided if necessary to have all systems complete, tested, and ready for operation.
- D. "Furnish" shall mean that the Mechanical Contractor shall furnish item indicated, installation will be done under another work.
- E. "Mechanical Contractor" shall mean the Smoke Stack Assembly Contractor.
- F. "Provide" shall mean the Mechanical Contractor shall furnish and install item indicated.
- G. "Or approved equal" used after a trade name shall mean that the trade name mentioned will be used as a basis of comparison and that all makes of similar item will be considered, provided that, in the opinion of the Engineer, substituted item has equal or better quality than the trade name mentioned.
- H. "Or approved equivalent as manufactured by" shall mean that only products of manufacturers mentioned in the paragraph are acceptable to the Engineer.

## 1.6 SUBMITTALS

- A. Submit four (4) sets of shop drawings, manufacturer's data and certificates for equipment, materials and finish, and pertinent details for each system where specified in each individual section, and have them approved before procurement, fabrication, or delivery of the items to the job site. Partial submittals will not be acceptable and will be returned without review. Submittals shall include the manufacturer's name, trade name, catalog model or number, nameplate data, size, layout dimensions, capacity, project specification and paragraph reference, applicable industry, and technical society publication references, and other information necessary to establish contract compliance of each item the Contractor proposes to furnish.
1. Shop Drawings: Drawings shall be a minimum of 8.5 inches by 11 inches in size, except as specified otherwise. Drawings shall include floor plans, sectional views, wiring diagrams, and installation details of equipment; and equipment spaces identifying and indicating proposed location, layout and arrangement of items of smoke stack assembly, ductwork, concrete foundation, main structural steel support, air emission monitoring probe, accessories, and other items that must be shown to assure a coordinated installation. Wiring diagrams shall identify circuit terminals, and indicate the internal wiring for each item of equipment and the interconnection between each item of equipment. Drawings shall indicate adequate clearance for operation, maintenance, and replacement of operating equipment devices. If equipment is disapproved, drawings shall be revised to show acceptable equipment and be resubmitted.
  2. Manufacturer's Data: Submittals for each manufactured item shall be manufacturer's descriptive literature of cataloged products, equipment drawings, diagrams, performance and characteristic curves, and catalog cuts.
  3. Standards Compliance: When materials or equipment must conform to the standards of organizations such as the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), National Electrical Manufacturers Association (NEMA), and Underwriters Laboratories (UL), proof of such conformance shall be submitted to the Engineer for approval. If an organization uses a label or listing to indicate compliance with a particular standard, the label or listing will be acceptable evidence, unless otherwise specified in the

**Section 15000 Mechanical General Requirements**

**Air Intake Filter Assembly Repairs for Dededo CT 1 & 2 Power Plants**

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individual sections.

4. Certificates of Conformance or Compliance: Submit certification from the manufacturer attesting that materials and equipment to be furnished for this project comply with the requirements of this specification and of the reference publications. Pre-printed certification will not be acceptable; certifications shall be in the original. The certification shall not contain statements that could be interpreted to imply that the product does not meet all requirements specified, such as "as good as"; "achieve the same end use and results as materials formulated in accordance with the referenced publications"; "equal or exceed the service and performance of the specified material". The certification shall simply state that the product conforms to the requirements specified.
- B. Each submittal shall bear Contractor's Certification that the material, equipment, and other items in the submittal are in compliance with Contract Drawings and Specifications can be installed in allocated spaces.
  - C. Each submittal for equipment requiring electrical power supply shall also bear Contractor's Certification that the power requirements of the equipment in the submittal are consistent with the power supply shown on electrical drawings.
  - D. Any submittal without Contractor's Certification will be returned without review.

#### 1.7 OPERATION AND MAINTENANCE MANUAL

- A. For each equipment, furnish an operation and maintenance manual. Furnish three copies of the manual bound in hardback binders or an approved equivalent. Furnish one complete manual prior to the time that equipment tests are performed, and furnish the remaining manuals before the contract is completed. Inscribe the following identification on the cover: the words OPERATION AND MAINTENANCE MANUAL, the name and location of the equipment or the building and the name of the Contractor. The manual shall include the names, addresses, and telephone numbers of each subcontractor installing equipment, and of the local representatives for each item of equipment. The manual shall have a table of

contents and be assembled to conform to the table of contents with the tab sheets placed before instructions covering the subject. The instructions shall be legible and easily read, with large sheets of drawings folded in. The manual shall include: wiring and control diagrams with data to explain detailed operation and control of each item of equipment; a control sequence describing start-up, operation and shut-down; description of the function of each principal item of equipment; the procedure for starting; the procedure for operation; shut-down instructions; installation instructions; maintenance instructions; lubrication schedule including type, grade, temperature range, and frequency; safety precautions, diagrams, and illustrations; test procedures; performance data; and parts list. The parts lists for equipment shall indicate the sources of supply, recommended spare parts, and the service organization which is reasonably convenient to the project site. The manual shall be complete in all respects for equipment, controls, accessories, and associated appurtenances provided.

#### 1.8 DELIVERY AND STORAGE

- A. Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation. Damaged or defective items shall be replaced.

#### 1.9 CATALOGED PRODUCTS

- A. Materials and equipment shall be cataloged products of manufacturers regularly engaged in production of such materials or equipment and shall be manufacturer's latest design that complies with the specification requirements. Materials and equipment shall duplicate items that have been in satisfactory commercial or industrial use at least two years prior to bid opening. Where two or more items of the same class of equipment are required, these items shall be products of a single manufacturer; however, the component parts of the items need not be the products of the same manufacturer. Each item of equipment shall have the manufacturer's name, address, model number, and serial number on the nameplate securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.

#### 1.10 SAFETY REQUIREMENTS

- A. Belts, pulleys, chains, gears, couplings, projecting setscrews, keys and other rotating parts located so that any person can come in close proximity thereto shall be fully enclosed or properly guarded. High-temperature equipment and piping so located as to endanger personnel or create a fire hazard shall be properly guarded or covered with insulation of a type as specified herein.

#### 1.11 MANUFACTURER'S RECOMMENDATIONS

- A. Where installation procedures or any part thereof are required to be in accordance with the recommendations of the manufacturer of the material being installed, printed copies of these recommendations shall be furnished to the Architect prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

#### 1.12 WORK INCLUDED IN OTHER SECTIONS

- A. The following are included in the General Contract Work and all pertinent information required shall be provided by the Mechanical Contractor.
  - 1. Concrete Pads or Runners For Equipment: Pads and runners shall be at least 6" above the floor, roof, or grade level and pads shall clear equipment base by at least 4" all around unless indicated otherwise.
  - 2. Screened Louvers: Screened louvers on exterior walls shall be furnished by the Mechanical Contractor for installation by the General Contractor.
  - 3. The following are included under Electrical Work
    - a. Power Wiring: All power wiring, including final hook-up to all mechanical

equipment will be provided under the Electrical Work. Where control devices are required on power wiring such as a high temperature limit control for an exhaust fan, the control devices shall be installed by the Mechanical Contractor but shall be wired by the Electrical Contractor.

Division 16, ELECTRICAL WORK, is based on electrical ratings of equipment indicated on the mechanical drawings. Any deviation by the Mechanical Work which requires a change in the Electrical Work shall be paid for by the Mechanical Contractor.

- b. Starters: The Mechanical Contractor shall furnish all starters where specified, for installation by the Electrical Contractor. The Mechanical Contractor shall turn over these items to the Electrical Contractor at site after receipt of notice from the Electrical Contractor that he is ready to install starters and motor control centers.

#### 1.13 WORK TO BE DONE IN ACCORDANCE WITH OTHER SECTIONS

- A. All electrical work and control wiring, included under Mechanical Work, shall be in accordance with Division 16, ELECTRICAL WORK.
- B. Painting shall be done in accordance with the PAINTING Section of these specifications.
  1. All ductwork exposed in finished areas shall be painted to match adjacent surface color. All piping exposed in finished areas shall be color coded in accordance with ANSI Standards.
  2. All exposed threads at joints of screw-jointed piping shall be painted.
  3. All ferrous metals that have not been factory finish coated shall be painted, unless covered with insulation or embedded in concrete.

1.14 AS-BUILT DRAWINGS

- A. The Contractor shall maintain at the site one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order and marked to record all changes made during construction. These shall be made available to the Project Engineer.
  
- B. At the conclusion of the work, the Mechanical Contractor will furnish the Project Engineer, at the Mechanical Contractor's expense, a set of reproducible made from original contract plans. The Mechanical Contractor shall then incorporate all changes made, as recorded, the set of reproducible in a clear, legible and reproducible manner. All underground stub-outs shall be dimensionally located from the building structure. As a condition for acceptance of work, "as-built" reproducible shall be signed by Mechanical Contractor attesting that all changes have been incorporated, dated and delivered to the Project Engineer.
  
- C. As-built drawings required for  
  
AIR INTAKE HOOD & FILTER ASSEMBLY, SCAVENGE AIR MOTOR & LOUVRES.

END OF SECTION 15000

## DIVISION 16 - ELECTRICAL

## SECTION 16050

## BASIC ELECTRICAL MATERIALS AND METHODS

## 1 PART 1 GENERAL

## 1.1 REFERENCES

The publications listed form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

- A. American National Standards Institute (ANSI) Publication: ANSI C2, (1993) National Electrical Safety Code.
- B. American Society for Testing and Materials (ASTM) Publication: ASTM D 709, (1992) Laminated Thermosetting Material.
- C. Code of Federal Regulations (CFR) Publication: 29 CFR 1910.147, Control of Hazardous Energy (Lock Out/Tag Out)
- D. Institute of Electrical and Electronics Engineers. Inc. (IEEE) Publication: IEEE 100 (1992) Dictionary of Electrical and Electronics Terms.
- E. National Electrical Manufacturers Association (NEMA) Publication: NEMA ICS 6 (1993) Industrial Control and Systems Enclosures.
- F. National Fire Protection Association (NFPA) Publication: NFPA 70 (1996) National Electrical Code.

## 1.2 DEFINITIONS

- a. Unless otherwise specified or indicated, electrical and electronics terms used in these specifications, and on the drawings, shall be as defined in IEEE 100.
- b. The technical sections referred to herein are those specification sections that describe products, installation procedures, and equipment operations and that refer to this section for detailed description of submittal types.
- c. The technical paragraphs referred to herein are those paragraphs in PART 2 – PRODUCTS and PART 3 – EXECUTION of the technical
- d. sections that describe products, systems, installation procedures, equipment, and test methods.

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### 1.3 ELECTRICAL CHARACTERISTICS

Electrical characteristics for this project shall be 208/120 volts, AC, three phase, four wire.

### 1.4 SUBMITTALS

Submittals required in the sections which refer to this section shall conform to the following requirements. Submittals shall include the manufacturer's name, trade name, place of manufacture, catalog model or number, nameplate data, size, layout dimensions, capacity, project specification and technical paragraph reference. Submittals shall also include applicable federal, military, industry, and technical society publication references, and years of satisfactory service, and other information necessary to establish contract compliance of each item to be provided. Photographs of existing installations are unacceptable and will be returned without approval.

- A. Manufacturer's Catalog Data: Submittals for each manufactured item shall be current manufacturer's descriptive literature of cataloged products, equipment drawings, diagrams, performance characteristic curves, and catalog cuts. Handwritten and typed modifications and other notations not part of the manufacturer's preprinted data will result in the rejection of the submittal. Should manufacturer's data require supplemental information for clarification, the supplemental information shall be submitted as specified for certificates of compliance.
- B. Instructions: Where installation procedures or part of the installation procedures are required to be in accordance with manufacturer's instructions, submit printed copies of those instructions prior to installation. Installation of the item shall not proceed until manufacturer's instructions are received. Failure to submit manufacturer's instructions shall be cause for rejection of the equipment or material.
- C. Certificates: Submit manufacturer's certifications as required for products, materials, finishes, and equipment as specified in the technical sections. Certificates from material suppliers are not acceptable. Preprinted certifications and copies of previously submitted documents will not be acceptable. The manufacturer's certifications shall name the appropriate products, equipment, or materials and the publication specified as controlling the quality of that item. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "good as"; achieve the same end use and results as material formulated in accordance with the reference publication"; or equal or exceed the service and performance of the specified material." Certifications shall simply state that the item conforms to the requirements specified. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance.
  1. Reference Standard Compliance: Where equipment or materials are specified to conform to industry and technical society reference standards of the organizations such as American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), and National Electrical Manufacturers Association (NEMA), submit proof of such compliance. The

label or listing by the specified organization will be acceptable evidence of compliance.

2. **Independent Testing Organization Certificate:** In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Authority. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item complies with specified organization's reference standard.

- E. **Operation and Maintenance Manuals:** Submit text of posted operating and maintenance instructions for each system and principal item of equipment as specified in the technical sections.

## 1.5 SPECIAL CONDITIONS

- A. **Seismic Consideration:** Installation shall meet Seismic Zone 4 requirements.
- B. **Wind Load Consideration:** Installation exposed to outdoors shall be designed to withstand 155 MPH sustained wind load based on UBC Exposure "D" requirements.

## 1.6 QUALITY ASSURANCE

- A. **Material and Equipment Qualifications:** Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal material, design and workmanship. Products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2-year period shall include applications of equipment and materials under similar circumstances and similar size. The product shall have been on sale on the commercial market through advertisements, manufacturer's catalogs, or brochures during the 2-year period. When two or more items of the same class of equipment are required, these items shall be products of a single manufacturer; however, the component parts of the item need not be the products of the same manufacturer unless stated in the technical section.
- B. **Regulatory Requirements:** Equipment materials, installation, and workmanship shall be in accordance with the mandatory and advisory provisions of NFPA 70.
- C. **Alternative Qualifications:** Products having less than 2-years field service record will be acceptable if a certified record of satisfactory field operation for not less than 6000 hours, exclusive of the manufacturer's factory or laboratory tests, is furnished.
- D. **Service Support:** The equipment items shall be supported by service organizations which are reasonably convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.
- E. **Manufacturer's Nameplate:** Each item of equipment shall have a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will

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not be acceptable.

- F. Modification of References: In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted for "should" wherever it appears. Interpret references in these publications to the "authority having jurisdiction", or words of similar meaning, to mean the Authority.

## 1.7 POSTED OPERATING INSTRUCTIONS

Provide for each system and principal item of equipment as specified in the technical sections for use by operation and maintenance personnel. The operating instructions shall include the following:

- a. Wiring diagrams, control diagrams, and control sequence for each principal system and item of equipment.
- b. Start up, proper adjustment, operating, lubrication, and shutdown procedures.
- c. Safety precautions.
- d. The procedure in the event of equipment failure.
- e. Other items of instruction as recommended by the manufacturer of each system or item of equipment.

Print or engrave operating instructions and frame under glass or in approved laminated plastic. Post instructions where directed. For operating instructions exposed to the weather, provide weather-resistant materials or weatherproof enclosures. Operating instructions shall not fade when exposed to sunlight and shall be secured to prevent easy removal or peeling.

## 1.8 NAMEPLATES

ASTM D 709 - Provide laminated plastic nameplates for equipment enclosure, relay, switch, and device; as specified in the technical sections or as indicated on the drawings. Each nameplate inscription shall identify the function and, when applicable, the position. Nameplates shall be melamine plastic, 3mm (0.125 inch) thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the core. Minimum size of nameplates shall be 25 by 65 mm (one by 2.5 inches). Lettering shall be a minimum of 6.35 mm (0.25 inch) high normal block style.

## 1.9 WARNING SIGNS

Provide warning signs for the enclosures of electrical equipment including substations, transformers, generators, and switchgear having a nominal rating exceeding 600 volts. When such equipment is guarded by a fence, mount signs on the fence. Provide metal signs having nominal dimensions of 355 by 255 mm (14 inches by 10 inches) with the legend "DANGER HIGH VOLTAGE KEEP OUT" printed in three lines of nominal 75-mm (3-inches) high white letters on a red and black field.

## 1.10 ELECTRICAL REQUIREMENTS

Electrical installations shall conform to ANSI C2, NFPA 70.

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### 1.11 INSTRUCTION TO GOVERNMENT PERSONNEL

Where specified in the technical sections, furnish the services of competent instructors to give full instruction to designated Authority personnel in the adjustment, operation, and maintenance of the specified systems and equipment, including pertinent safety requirements as required. Instructors shall be thoroughly familiar with all parts of the installation and shall be trained in operating theory as well as practical operation and maintenance work. Instruction shall be given during the first regular work week after the equipment or system has been accepted and turned over to the Authority for regular operation. The number of man-days (8 hours per day) of instruction furnished shall be as specified in the individual section. When more than 4 man-days of instruction are specified, use approximately half of the time for classroom instruction. Use other time for instruction with equipment or system. When significant changes or modifications in the equipment or system are made under the terms of the contract, provide additional instructions to acquaint the operating personnel with the changes or modifications.

### 1.12 LOCKOUT REQUIREMENTS

Provide disconnecting means capable of being locked out for machines and other equipment to prevent unexpected startup or release of stored energy in accordance with 29 CFR 1910.147.

## PART 2 – PRODUCTS

Not used

## PART 3 – EXECUTION

### 3.1 PAINTING OF EQUIPMENT

- A. Factory Applied: Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test and the additional requirements specified in the technical sections.
- B. Field Applied: Paint electrical equipment as required to match finish of adjacent surfaces or to meet the indicated or specified safety criteria. Painting shall be as specified in the section specifying the associated electrical equipment.

### 3.2 NAMEPLATE MOUNTING

Provide number, location, and letter designation of nameplates as indicated. Fasten nameplates to the device with a minimum of two sheet-metal screws or two rivets.

### 3.3 WARNING SIGN MOUNTING

Provide the number of signs required to be readable from each accessible side, but space the signs a maximum of 9 meters (30 feet) apart.

\*\*\* END OF SECTION 16050 \*\*\*

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## SECTION 16111

## CONDUIT

## PART 1 - GENERAL

## 1.01 DESCRIPTION

- A. Metal conduit.
- B. Nonmetal conduit.
- C. Fittings and conduit bodies.

## 1.02 RELATED SECTIONS

- A. Section 16130 - Boxes.
- B. Section 16170 - Grounding and Bonding.
- C. Section 16195 - Electrical Identification.

## 1.03 REFERENCES

- A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
- B. ANSI C80.5 - Rigid Aluminum Conduit.
- C. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
- D. ANSI/NFPA 70 - National Electrical Code.
- D. NECA "Standard of Installation."
- E. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
- F. NEMA TC 2 - Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80).
- G. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.

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1.04 DESIGN REQUIREMENTS

- A. Conduit Size: ANSI/NFPA 70.

1.05 PROJECT RECORD DOCUMENTS

- A. Accurately record actual routing of conduits larger than 2 inches (51 mm).

1.06 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle Products to site under provisions of Section 01600.
- B. Accept conduit on site. Inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

1.08 PROJECT CONDITIONS

- A. Verify that field measurements are as shown on Drawings.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

PART 2 - PRODUCTS

2.01 CONDUIT REQUIREMENTS

- A. Minimum Size: 3/4 inch unless otherwise specified.

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- B. Underground Installations:
  - 1. More than Five Feet from Foundation Wall: Use thin-wall nonmetallic conduit.
  - 2. Within Five Feet from Foundation Wall: Use rigid steel conduit and thin-wall nonmetallic conduit.
  - 3. In or Under Slab on Grade: Use thin-wall nonmetallic conduit.
  - 4. Minimum Size: ~~3/4 inch~~.
- C. Outdoor Locations, Above Grade: Use rigid aluminum conduit.
- D. In Slab Above Grade:
  - 1. Use rigid steel conduit and thick-wall nonmetallic conduit.
- E. Wet and Damp Locations: Use rigid steel and aluminum conduit, intermediate metal conduit, electrical metallic tubing, thick-wall nonmetallic conduit and, nonmetallic tubing.
- F. Dry Locations:
  - 1. Concealed: Use rigid steel and aluminum conduit, intermediate metal conduit, electrical metallic tubing, thick-wall nonmetallic conduit and nonmetallic tubing.
  - 2. Exposed: Use rigid steel and aluminum conduit, intermediate metal conduit, electrical metallic tubing and thick-wall nonmetallic conduit.

## 2.02 METAL CONDUIT

- A. Rigid Steel Conduit: ANSI C80.1.
- B. Rigid Aluminum Conduit: ANSI C80.5.
- C. Fittings and Conduit Bodies: ANSI/NEMA FB 1. Material to match conduit.

## 2.03 PVC COATED METAL CONDUIT

- A. Description: NEMA RN 1; rigid steel conduit with external PVC coating, 20 mil (0.05 0.1 mm) thick.
- B. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel fittings with external PVC coating to match conduit.

## 2.04 NONMETALLIC CONDUIT

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- A. Description: NEMA TC 2; Schedule 40 PVC.
- B. Fittings and Conduit Bodies: NEMA TC 3.

## 2.05 NONMETALLIC TUBING

- A. Description: NEMA TC 2.
- B. Fittings and Conduit Bodies: NEMA TC 3.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Install conduit in accordance with NECA "Standard of Installation."
- B. Install nonmetallic conduit in accordance with manufacturer's instructions.
- C. Arrange conduit to maintain headroom and present neat appearance.
- D. Route exposed conduit parallel and perpendicular to walls.
- E. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
- F. Route conduit in and under slab from point-to-point.
- G. Do not cross conduits in slab.
- H. Maintain adequate clearance between conduit and piping.
- I. Maintain 12 inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104 degrees F (40 degrees C).
- J. Cut conduit square using saw or pipe-cutter; de-burr cut ends.
- K. Bring conduit to shoulder of fittings; fasten securely.
- L. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
- M. Use conduit hubs to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.

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- N. Install no more than equivalent of three 90 degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2 inch (50 mm) size.
- O. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- P. Provide suitable fittings to accommodate expansion and deflection where conduit crosses seismic, control and expansion joints.
- Q. Provide suitable pull string in each empty conduit except sleeves and nipples.
- R. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- S. Ground and bond conduit under provisions of Section 16170.
- T. Identify conduit under provisions of Section 16195.

### 3.02 INTERFACE WITH OTHER PRODUCTS

- A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods under the provisions of Section 07900.

\*\*\* END OF SECTION \*\*\*

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## SECTION 16120

## CONDUCTORS

## PART 1 - GENERAL

## 1.1 SECTION INCLUDES

- A. This section covers all conductors.
- B. Submit shop drawings for approval.

## PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. All conductors shall be 98% minimum conductivity soft, properly refined copper. #10 AWG and smaller shall be solid, #8 AWG and larger shall be stranded.
- B. Minimum size conductor for power and light circuiting shall be #12 AWG.
- C. Maximum size conductor for feeders and power circuiting shall be 500 kcmil copper.
- D. Minimum size conductor for control wiring shall be #14 AWG.
- E. Wires and cables shall be as manufactured by Advance Wire and Cable, Rome Cable Corp., Southwire Company or approved equal.
- F. Connectors shall be as manufactured by Burndy Corp., O-Z/Gedney Co., Panduit Corp., T & B Co. or approved equal.

## 2.2 INSULATION

- A. All conductor insulation shall be rated for 600 volt, unless otherwise noted.
- B. Utilization of insulation shall be as follows:
  - 1. Lighting and appliance branch circuit conductors shall be THHN (dry or damp locations), THWN (wet locations). THW may be substituted if conductor and conduit sizes are upgraded accordingly.

2. Mains, Feeder and Sub-feeder conductors shall be XHHW or THHN/THWN. THW may be substituted if conductor and conduit sizes are upgraded accordingly.
3. Fixture wires shall be TFN, TFFN, SF, RHH, or THHN.
4. Direct burial or underground shall be RHW-USE, UF or RR.

Wet locations are defined as in-conduit installations underground or in concrete slabs or masonry in direct contact with the earth, and locations subject to saturation with water or other liquids, and locations exposed to weather and unprotected.

- C. Exterior of wires shall be color coded. Color coding shall be as follows:

120/208 Volt Systems:

Phase A Black  
 Phase B Red  
 Phase C Blue  
 Neutral White or Grey

277/480 Volt Systems:

Phase A Brown  
 Phase B Orange  
 Phase C Yellow  
 Neutral White with stripe

All ground wires shall be green.

- D. In sizes and insulation types where factory applied colors are not available, colored plastic tape in overlapping turns shall be applied at all terminal points and in all points of splicing. Tape shall be applied at a minimum of 6" along the wires and cables.

## 2.3 SPLICING AND TERMINATING

- A. Maintain all splices and joints in accessible enclosures, where easy inspection is available.
- B. Join solid conductors with expandable type insulated coiled steel spring connections (wire nut).
- C. Terminate solid conductor by means of a neat and fast application directly to the binding screw or post of the equipment.

- D. Join, tap and terminate stranded conductors #6 AWG and larger by means of bolted saddle type or pressure indent type connectors, taps and lugs. Exclude connectors and lugs of the types which apply set screws directly to conductors. Apply pressure indent type connectors, taps and lugs utilizing tools manufactured specifically for the purpose and having features preventing their release until the full pressure has been exerted on the lug or connector. Connectors for conductors 250 kcmil and larger shall have two clamping elements or compression indents. Terminals for bus connections shall have minimum two bolt holes.
- E. Except where wire nuts are used, build up insulation over conductor joint to a value, equal both in thickness and dielectric strength, to that of the factory applied conductor insulation. Insulation of conductor taps and joints shall be by means of half-lapped layers of rubber tape, with an outer layer of friction tape; by means of half-lapped layers of approved plastic electric insulating tape; or (in the case of bolted type connector joints) by means of split insulating casings molded specifically to insulate the particular connector and conductor, and fastened with stainless steel or non-metallic snaps or clips.
- F. Exclude splicing procedures for neutral conductors in lighting and appliance branch circuitry which utilize device terminals as the splicing point.
- G. Exclude joints or terminations utilizing solder in any conductors used for grounding or bonding purposes.
- H. Exclude all but pressure indent type joints in conductors used for signaling or communication purposes.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. All conductors shall be continuous from outlet to outlet. Avoid unnecessary splicing except where lengths are greater than standard manufacture.
- B. Leave sufficient slack on all runs to permit secure connection of equipment.
- C. Provide recently manufactured wires and cables and submit evidence that they are new.
- D. All conductors shall be installed simultaneously in a single raceway. Delay pulling until the project progresses to a point where conductors shall not be exposed to injury and moisture. Wire shall not be installed prior to distribution equipment being in place.
- E. Use only specifically manufactured lubricant for wire pulling purposes.
- F. Dress and lace wires and cables in all cabinets and pull boxes and use necessary insulated support to prevent shifting.

- G. Identify feeders at each pull box and cabinets with permanent non-metallic band or tag.

### 3.2 VOLTAGE DROP

- A. Home run wiring (from panel to first active outlet) for home runs greater than 50 feet in lengths shall be a minimum of #10 AWG.

\*\*\* END OF SECTION \*\*\*

## SECTION 16130

### BOXES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Pull and junction boxes.

##### 1.02 RELATED SECTIONS

- A. Section 16160 - Cabinets and Enclosures.

##### 1.03 REFERENCES

- A. NECA - Standard of Installation.
- B. NEMA FB 1 - Fittings and Supports for Conduit and Cable Assemblies.
- C. NEMA OS 1 - Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- D. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports.
- E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- F. NFPA 70 - National Electrical Code.

##### 1.04 SUBMITTALS FOR CLOSEOUT

- A. Section 01700 - Contract Closeout
- B. Record actual locations of pull and junction boxes on project record documents.

##### 1.05 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Provide Products listed and classified by Underwriters Laboratories, Inc., as suitable for the purpose specified and indicated.

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## PART 2 - PRODUCTS

### 2.01 PULL AND JUNCTION BOXES

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Hinged Enclosures: As specified in Section 16160.
- C. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
  - 1. Material: Galvanized cast iron.
  - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
- D. In-Ground Cast Metal Box: NEMA 250, Type 6, outside flanged, recessed cover box for flush mounting:
  - 1. Material: Galvanized cast iron.
  - 2. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
  - 3. Cover Legend: "ELECTRIC".

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify locations of boxes in work areas prior to rough-in.

### 3.02 INSTALLATION

- A. Install boxes in accordance with NECA "Standard of Installation."
- B. Install in locations as shown on actual, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
- C. Electrical boxes are shown in the field in actual locations unless dimensioned. Adjust box location up to 10 feet if required to accommodate intended purpose.
- D. Orient boxes to accommodate wiring devices.
- E. Present neat mechanical appearance.

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- F. Use cast outlet box in exterior locations exposed to the weather and wet locations.
- G. Set boxes level.
- H. Large Pull Boxes: Use surface-mounted cast metal box.

### 3.03 ADJUSTING

- A. Section 01700 - Contract Closeout
- B. Install knockout closures in unused box openings.

### 3.04 CLEANING

- A. Section 01700 - Closeout: Cleaning installed work.
- B. Clean interior of boxes to remove dust, debris, and other material.
- C. Clean exposed surfaces and restore finish.

\*\*\* END OF SECTION \*\*\*

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## SECTION 16170

### GROUNDING AND BONDING

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Grounding electrodes and conductors.
- B. Equipment grounding conductors.
- C. Bonding.

##### 1.02 RELATED SECTIONS

- A. Section 03200 - Concrete Reinforcement.
- B. Section 03300 - Cast-In-Place Concrete.

##### 1.03 REFERENCES

- A. Section 01400 - Quality Control
- B. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (International Electrical Testing Association).
- C. NFPA 70 - National Electrical Code.

##### 1.04 GROUNDING SYSTEM DESCRIPTION

- A. Rod electrode.

##### 1.05 PERFORMANCE REQUIREMENTS

- A. Grounding System Resistance: 25 ohms maximum.

##### 1.06 SUBMITTALS FOR REVIEW

- A. Section 01300 - Submittals: Procedures for submittals.
- B. Product Data: Provide for grounding electrodes and connections.

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## 1.07 REGULATORY REQUIREMENTS

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories, Inc. as suitable for the purpose specified and indicated.

## PART 2 - PRODUCTS

### 2.01 ROD ELECTRODES

- A. Material: Copper-clad steel.
- B. Diameter: 1/2 inch (13 mm)
- C. Length: 10 feet (3000 mm)

### 2.02 MECHANICAL CONNECTORS

- A. Material: Bronze.

### 2.03 EXOTHERMIC CONNECTIONS

### 2.04 WIRE

- A. Material: Stranded copper.
- B. Grounding Electrode Conductor: Size to meet NFPA 70 requirements.

### 2.05 GROUNDING WELL COMPONENTS

- A. Well Pipe: 8 inch NPS (DN200) by 24 inch (600 mm) long concrete pipe with belled end.
- B. Well Cover: Cast iron with legend "GROUND" embossed on cover.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verify that final backfill and compaction has been completed before driving rod electrodes.

### 3.02 INSTALLATION

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- A. Section 01400 - Quality Control: Manufacturer's instructions.
- B. Install rod electrodes at locations indicated.
- C. Provide grounding well pipe with cover at each rod location. Install well pipe top flush with finished grade.
- D. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

### 3.03 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.13.

\*\*\* END OF SECTION \*\*\*

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# GUAM POWER AUTHORITY

ATURIDÁT ILEKTRESEDÁT GUAHAN  
P.O.BOX 2977 • AGANA, GUAM U.S.A. 96932-2977

Edward J.B. Calvo  
Governor

Telephone Nos. (671) 648-3054/55 Fax: 648-3165

Raymond S. Tenorio  
Lieutenant Governor

Accountability • Impartiality • Competence • Openness • Value

## LOCAL PROCUREMENT PREFERENCE APPLICATION

Based on the law stipulated below, please place a checkmark or an "X" on the block indicating the item that applies to your business:

5GCA, Chapter 5, Section 5008, "Policy in Favor of Local Procurement" of the Guam Procurement Law states:

All procurement of supplies and services shall be made from among businesses licensed to do business on Guam and that maintains 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 (25%) of the value of an item, not to include administrative overhead, suing 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 for 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 (\$150,000.0) whichever is less, of supplies and items of a similar nature to those being sought; or
- ( ) \*(d) A service actually in business, doing a substantial business on Guam, and hiring at least 95% U.S. Citizens, lawfully admitted permanent residents or national of the Unites States, or persons who 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.

- Bidders indicating qualification under (d) may be considered QUALIFIED for the Local Procurement Preference only if the Government's requirement is for service. Service is defined Pursuant to 5 GCA Government Operations Subparagraph 5030 entitled DEFINITIONS under Chapter 5 of the Guam Procurement Law.

1. I \_\_\_\_\_, representative for \_\_\_\_\_, have read the requirements of the law cited above and do hereby qualify and elect to be given the LOCAL PROCUREMENT PREFERENCE for Bid No.: GPA \_\_\_\_\_. By filling in this information and placing my signature below, I understand that the Guam Power Authority will review this application and provide me with a determination whether or not the 15% preference will be applied to this bid.
2. I \_\_\_\_\_, representative for \_\_\_\_\_, have read the requirements of the law cited above, and do not wish to apply for the Local Procurement Preference for Bid No.: GPA \_\_\_\_\_.

\_\_\_\_\_  
Bidder Representative Signature

\_\_\_\_\_  
Date

**GOVERNMENT OF GUAM**

**GENERAL TERMS AND CONDITIONS**

**SEALED BID SOLICITATION AND AWARD**

**Only those Boxes checked below are applicable to this bid.**

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) And the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at the Guam Power Authority). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
- [ ] 7. **“ALL OR NONE” BIDS:** Unless otherwise allowed under this Solicitation. “all or none” bids may be deemed to be non-responsive. If the bid is so limited, the Government may reject part of such proposal and award on the remainder.

**NOTE:** By checking this item, the Government is requesting all of the bid items to be bid or none at all. **The Government will not award on an itemized basis.** Reference: Section 3-101.06 of the Guam Procurement Regulations.

- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Guam Power Authority in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. (GPR Section 3-202.03.3) **Pursuant to Public Law 27-127, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package.**
- [X] 12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form BB-1 or standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Guam Power Authority issued by any of the local Banks or Bonding Institution in the amount equal to One Hundred Percent (100%) of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the event that any of the provisions of this contract are

violated by the contractor, the Chief Procurement Officer shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Chief Procurement Officer shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (GPR Section 3-202.03.4).

- [X] 13. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 23 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 15. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (GPR Section 3-401).
- [X] 17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:
- a) Price of items offered.
  - b) The ability, capacity, and skill of the Bidder to perform.
  - c) Whether the Bidder can perform promptly or within the specified time.
  - d) The quality of performance of the Bidder with regards to awards previously made to him.
  - e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
  - f) The sufficiency of the financial resources and ability of the Bidder to perform.
  - g) The ability of the bidder to provide future maintenance and services for the subject of the award.
  - h) The compliance with all of the conditions to the Solicitation.
- [X] 18. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on Section 3.202.15.2, or to reject all such bids (GPR Section 3-202.15.2).
- [ ] 19. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [ ] 20. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [ ] 21. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [ ] 22. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 23. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor

agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (GPR Section 3-202.14.1).

- [ ] 24. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [ ] 25. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the Guam Power Authority Dededo Warehouse at (671) 653-2073 and/or Guam Power Authority Cabras Warehouse at (671) 475-3319, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [ ] 26. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [ ] 27. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 28. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [ ] 29. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.
- [ ] 30. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [X] 31. **GARANTEE:**  
 a) **Guarantee of Vehicle Type of Equipment:**  
 The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.  
 b) **Guarantee of Other Type of Equipment:**  
 The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 31a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.  
 c) Compliance with this Section is a condition of this Bid.
- [X] 32. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder 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 and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 33. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 34. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 35. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [X] 36. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 37. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation

will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.

- [X] 38. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative towards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [X] 39. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6-101-08 of the Guam Procurement Regulations.
- [X] 40. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.
- [X] 41. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of \$500.00 per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay (GPR Section 6-101-09.1).
- [X] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**GOVERNMENT OF GUAM**

**SEALED BID SOLICITATION INSTRUCTIONS**

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with Section 6114 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the Guam Power Authority.
  
2. **PREPARATIONS OF BIDS:**
  - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
  - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
  - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
  - d) Bids for supplies or services other than those specified will not be considered.  
Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
  
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
  
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment.  
Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
  
5. **SUBMISSION OF BIDS:**
  - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
  - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
  - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
  - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
  
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
  
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
  - a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations Section 3-202)
  - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.
  
8. **DISCOUNTS:**
  - a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. **SELLERS' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12 below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations Section 3-202.12.2).
12. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the bidders in writing what portions of the bid will be disclosed and that, unless the bidders protest under Chapter 9 of the Guam Procurement Act (P.L. 16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (Guam Procurement Regulations Section 3-202.12.3).
13. **MULTI-STEP SEALED BIDDING:**
- a. It is defined as two-phase process consisting of a technical first-phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the territory, and a second-phase in which those bidders whose technical offers are determined to be acceptable during the first-step have their priced bids considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtained the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of technical offers.
  - b. In addition to the requirements set forth in the General Terms and Conditions and the Special provisions, the following applies:
    - 1). only unpriced technical offers are requested in the first phase;
    - 2). priced bids will be considered only in the second phase and only from bidders whose unpriced technical offers are found acceptable in the first phase;
    - 3). the criteria to be used in the evaluation at those specified in the Special Provisions and the General Terms and Conditions;
    - 4). the territory, to the extent the Procurement Officer finds necessary, may conduct oral or written discussion of the unpriced technical offers;
    - 5). the bidders, may designate those portions of the unpriced technical offers which contain trade secrets or other proprietary data which are to remain confidential; and,
    - 6). the service being procured shall be furnished generally in accordance with bidder's technical offer as found to be finally acceptable and shall meet the requirements of the Invitation for Bids.
  - c. **RECEIPT AND HANDLING OF UNPRICED TECHNICAL OFFERS.**  
Unpriced technical offers shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request nondisclosure of trade secrets and other proprietary data identified in writing.
  - d. **EVALUATION OF UNPRICED TECHNICAL OFFERS.**  
The unpriced technical offers submitted by bidders shall be evaluated solely in accordance with the criteria set forth in the Invitation for Bids. The unpriced technical offers shall be categorized as:
    - 1). acceptable;
    - 2). potentially acceptable, that is, reasonably susceptible of being made acceptable; or
    - 3). unacceptable. The Procurement Officer shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file.

The Procurement Officer may initiate Phase Two of the procedure if, in the Procurement Officer's opinion, there are sufficient acceptable unpriced technical offers to assure effective

price competition in the second phase without technical discussions. If the Procurement Officer finds such is not the case, the Procurement Officer shall issue an amendment to the Invitation for Bids or engage in technical discussions as set forth in Subsection 3-202.20.5 of this Section.

- e. Upon the completion of Phase One, the Procurement Officer shall invite each acceptable bidder to submit a price bid. Upon submission of prices, the Procurement Officer shall prepare the final evaluation and reconsideration for the Chief Procurement Officer's approval.