

AMENDMENT 4

**REQUEST FOR PROPOSALS
UOG RFP No. P22-02**

Date Issued: April 12, 2022

“DESIGN BUILD CONSTRUCTION SERVICES FOR A NEW SCHOOL OF ENGINEERING”

This is to notify all prospective offerors of the following amendment set forth below:

1.1 Question & Answer Sheet 2 set forth in the attached.

All other terms and conditions remain the same.



Emily G. Gumataotao
Supply Management Administrator

Please acknowledge receipt and return by email to uog.bids@triton.uog.edu:

Name of company: _____

Print Name/Signature/date

QUESTION & ANSWER SHEET 2

April 12, 2022

FROM: Emily G. Gumataotao, Supply Management Administrator

RE: UOG-RFP-P22-02 - New School of Engineering Building

VENDOR: Orion Construction Corporation, dated, 03/28/2022

Q 1.) Generator Size

1. Generator Size

RFP References
Page 16 of RFP

Outdoor spaces				
Generator building	Back-up generator	250KW genset and ATS	1	208V-240V

Page 19 of RFP

2) Price Proposal

- All Technical Proposal services
- All laboratory benches and wall-mounted cabinets
- One (1) generator with ATS; sized to energize the entire building for 72 hours
- Building, all utilities, HVAC, security, parking, other items required for the building and program to operate successfully and to obtain a Building Occupancy Permit
- Items listed in Part C. *University of Guam Design Standards*

Page 8 of RFP

	Centrifugal pump	Flanged Pumps, Premium Efficiency, 4x5-8 Pump Size, 60 Hz, 2 Pole, 3500 RPM, 75 hp, 3 Phase, Bronze Fittings, 7-3/4" Diameter	3	208V-240V
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Request for Information / Question
Please verify that the generator is required to be sized for 100% load capacity for the entire building load.

We understand that the list of equipment provided are just examples of possible equipment to be installed. However, please note that the 250kw genset indicated in the RFP is too small for this size of a building (minimum 16,000 sq. ft.) that includes laboratory equipment such as three 75HP, 3-phase centrifugal pumps (these three pumps alone have a total load of approx. 228kVA load).

A 1.) Confirmed, the generator should be designed for 100% load capacity.

Re: UOG-RFP-P22-02 - New School of Engineering Building
Orion Construction Corporation, dated, 03/28/2022

Q 2.) UOG-Supplied Equipment to be Installed

2. UOG-Supplied Equipment to be Installed

RFP Reference

Page 7 of RFP

UOG-Supplied Equipment to be Installed

The SENG building will be equipment and energy-intense with high-powered computer systems for design rendering, but also lab, teaching, and shop equipment that will go into the seven (7) labs and three (3) classrooms. Typical office equipment will go in offices. Different equipment will have different physical footprints (length x width, fixed or mobile, benchtop or floor) as well as electrical needs: 120 vs 240 volts. The electrical system must be sufficiently robust, including the ability to accept a photovoltaic system at another time, and it will be connected to a back-up generator. *NOTE: these are just examples of possible equipment to be installed.* Final specifications will be available after equipment has gone through the procurement process.

Request for Information / Question

Please provide catalog cuts of the UOG-Supplied Equipment to be Installed.

A 2.) All these (projected) UOG-supplied units will have to go through a bid process when the funds become available, so no catalog shots are available at this time.

Re: UOG-RFP-P22-02 - New School of Engineering Building
Orion Construction Corporation, dated, 03/28/2022

Q 3.) 240V Equipment for UOG-Supplied Equipment List

3. 240V Equipment for UOG-Supplied Equipment List

RFP Reference

UOG-Supplied Equipment to be installed, Pages 7-13 of RFP

Request for Information / Question

RFP indicates 110-240V and 208-240V electrical requirement on the equipment list. Please confirm the requirement to provide 240V source in the building. Standard commercial voltage is 480/277V and 208/120V.

A 3.) The electrical requirement for the building should be sized according to the equipment needs and the service elevator. Preference for power coming to the building is 480/277V, with step-downs as needed.

Q 4.) LED lighting

4. LED Lighting

RFP Reference

Page 46 of RFP

9. LED lighting where possible and appropriate.

Request for Information / Question

Please confirm that LED lighting is only an option and is not a requirement of the project.

A 4.) Yes, LED lighting IS a requirement.

Q 5.) Lightning Protection

5. Lightning Protection: RFP does not indicate a requirement for a lightning protection system for the facility. *Please confirm that a lightning protection system is not a requirement of the project.*

A 5.) Lightning projection IS a requirement for the SENG building.

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Re: UOG-RFP-P22-02 - New School of Engineering Building
Orion Construction Corporation, dated, 03/28/2022

Q 6.) Data and Phone Lines Infrastructure

6. Data and Phone lines Infrastructure

RFP Reference
Page 46 of RFP
13. Data & Phone lines with required infrastructure.

Request for Information / Question
*RFP indicates "Data and Phone lines with required infrastructure."
Please define the term "infrastructure." Does this refer to an empty conduit system? Or does this refer to complete system that includes cabling, racks, patch panels, termination, and testing. Typically, the term infrastructure only includes conduits, junction/pull boxes, pull wires etc. but not cabling.*

A 6.) UOG defines network infrastructure as a complete conduit and cable system, fully terminated for the respective purpose (Data/phone) with keystone jacks at the wall ports and rack-mounted patch panels at the main distribution frame (MDF) and intermediate distribution frame IDF.

All cables are to be certified end-to-end. Cables must be cat6 copper ethernet or single-mode fiber.

All conduits to be made large enough for future expansions of up 50% of current capacity with extra pull strings provided.

With new buildings, backhaul network connectivity via single-mode fiber needs to connect to the UOG Office of IT Datacenter demarc.

A dedicated network communications room should not be shared as storage or mechanical rooms, these rooms should also be properly air-conditioned.

Q 7.) Qualifications of a Telecommunications Designer of Record.

7. Qualifications of Telecommunications Designer of Record: *RFP does not indicate a requirement for the telecom design to be prepared by a Registered Communications Distribution Designer (RCDD). Please if the design of the telecommunications system is required to be prepared by an RCDD.*

A 7.) RCDD is not required but vendor is to adhere to UOG Office of IT network infrastructure standards, which are defined in the previous response to question 6.

Re: UOG-RFP-P22-02 - New School of Engineering Building
Orion Construction Corporation, dated, 03/28/2022

8.) Point of Connection for the Security Cameras

8. Point of Connection for Security Cameras

A 8.) Each building will host the main security camera system of its respective area. The cameras will home run to the MDFs and IDF's nearest to them.

Q 9.) RFP Reference for "Point of Connection for Security Cameras

9. RFP Reference

Page 46 of RFP

17. Security cameras installed and connected to UOG's security camera hub. Must meet federal security standards.

Request for Information / Question

RFP indicates "Security cameras installed and connected to UOG's security camera hub. Must meet federal security standards." To properly estimate the work involved on this scope, please advise of the following:

- Please identify location for connection to UOG's security camera hub. Is the connection to another building or a nearest existing telecom manhole?
- Is the awarded Contractor required to provide the following?
 - Fiber cabling from SENG building to point of connection
 - If point of connection is at another building, please provide description of scope at the other building. For example, is there an existing pathway to the point of connection in the building that can be reused? Is the connection to an existing patch panel or is the Contractor required to provide a new patch panel?

A 9.) See answer to Question #8.

Re: UOG-RFP-P22-02 - New School of Engineering Building
Orion Construction Corporation, dated, 03/28/2022

Q 10.) Scope of Work for Camera System and Keycard Systems

10. Scope of Work for Camera System and Keycard Systems

RFP Reference

Page 46 of RFP

17. Security cameras installed and connected to UOG's security camera hub. Must meet federal security standards.
18. Keycard systems on all doors.

Request for Information / Question

Please advise the scope of work for the security cameras and keycard systems.

- *Is the Contactor required to provide a complete and useable security camera system?*
- *Is the Contactor required to provide a complete and useable security keycard access control system?*
- *If the response to either of the two questions above is yes, please provide detailed RFP requirements for the two systems.*

A 10.) All networked systems including security camera systems and phones must be NDAA compliant.

Installed camera systems must be complete and usable and compatible and can be integrated with UOG's collective CCTV system.

Keycard systems must be complete and usable and compatible and can be integrated with UOG's collective Keycard system.

Q 11.) Doors required to be provided with Keycard Systems

11. Doors required to be provided with Keycard System RFP Reference

Page 46 of RFP

18. Keycard systems on all doors.

Request for Information / Question

RFP indicates "Keycard systems on all doors." Please verify that all doors are required to have key card system. If not, please advise which door requires keycard system. Does this apply to all exterior doors only? Please confirm that utility rooms, restrooms, lecture rooms, break rooms, and offices do not require keycard system.

A 11.) Keycard access doors on all external doors. The doors should be marked on the floor layout for clarity.

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PROCUREMENT RESPONSE

April 12, 2022

FROM: Emily G. Gumataotao, Supply Management Administrator

RE: UOG-RFP-P22-02 - New School of Engineering Building

VENDOR: Orion Construction Corporation, dated, 03/29/2022

Q 1.) Building Code References

Requesting clarification regarding which building code references and design parameters are required for the design of the new UOG School of Engineering Building as explained below:

- A. Currently the Guam Building Code requires:
1. Conformance with the 2009 edition of the International Building Code (IBC 2009).
 2. IBC2009 references the 2005 edition of ASCE 7 Minimum Design Loads for Buildings and Other Structures (ASCE 7-05)
 3. ASCE 7-05 requires the use of the following design parameters:
 - a. A **service level** design wind speed of 170mph (load factor of 1.0), which is equivalent to a **factored level** design wind speed of 220mph (embedded load factor of 1.67).
 - b. Exposure D is not applicable for locations where the design wind speeds are controlled by hurricanes (typhoons for Guam)
 - c. $S_s = 1.5g$ and $S_1 = .6g$ for seismic design
- B. The Design Standards and Construction Requirements for New UOG Buildings on page 46 of the RFP requires that the "...latest version" of the International Building Code (IBC) be used, which is IBC 2018, not IBC 2009 as is currently required by the Guam Building Code.
1. IBC 2018 references the updated ASCE 7-16
 2. ASCE 7-16 requires the use of the following design parameters:
 - a. A **factored level** design wind speed of 195mph for Risk Category II buildings, which is equivalent to a **service level** design wind speed of 155mph
 - b. Exposure D is applicable for typhoon regions such as Guam
 3. $S_s = 2.86g$ and $S_1 = .72g$ for seismic design as recommended on page 8 of the OYO Pacific final report on the Geotechnical Engineering Assessment of the Proposed Engineering Building at UOG, OYO Job No. 210040, dated March 9, 2022. The report also recommends that a 20% reduction in the seismic parameters can be used based on the site-specific ground motion study conducted by AECOM dated April 1, 2016 as is permitted by ASCE 7-10 Chapter 21.
- C. The above referenced geotechnical report by OYO Pacific also assumes Risk Category III on page 8.

Re: UOG-RFP-P22-02 - New School of Engineering Building
Orion Construction Corporation, dated, 03/29/2022

In light of the above the following clarification is requested:

1. Conforming to IBC 2018 and ASCE 7-16 will result in the use of a **factored** level design wind speed of only 195mph, which will be below the current Guam Building Code (referencing IBC 2009 and ASCE 7-05) requirement of a **factored** design wind speed of 220mph, rendering the design non-compliant with current Guam law.
Please confirm that the RFP is to be interpreted to require compliance with Guam's current building code at a minimum.
2. On page 46 of the RFP item 4 requires that a design wind speed of 170mph is to be used for the design of windows and doors.
Please confirm that this requirement assumes a service level design wind speed of 170mph per ASCE 7-05, instead of 155mph as is required by IBC 2018 and ASCE 7-16.

3. **Please confirm that Exposure D is applicable for the design of this building.**
4. **Please confirm that the S_s and S₁ parameter values from the OYO Pacific report are to be used for the seismic design of this building.**
5. The total occupancy of the building will be less than 170 persons. Risk Category III is applicable for Occupancy B buildings for college/university facilities only if the total occupancy exceeds 500 persons, see Table 1604.5 of IBC 2018/IBC 2015/IBC 2009 as well as Table 1-1 of ASCE 7-05.
Please confirm that Risk Category II (not III) is to be used since this satisfies the requirements of IBC 2018/2015/2009 as well as ASCE 7-05.

Q 1.) Conforming to IBC 2018 and ASCE 7-16 will result in the use of a factored level design wind speed of only 195mph, which will be below the current Guam Building Code (referencing IBC 2009 and ASCE 7-05) requirement of a factored design wind speed of 220mph, rendering the design non-compliant with current Guam law. Please confirm that the RFP is to be interpreted to require compliance with Guam's current building code at a minimum.

A 1.) In this case, use the higher standard of 220 mph of wind loads (IBC 2009 and ASCE 7-05) in order to meet the requirements of DPW.

Re: UOG-RFP-P22-02 - New School of Engineering Building
Orion Construction Corporation, dated, 03/29/2022

Q 2.) On page 46 of the RFP item 4 requires that a design wind speed of 170mph is to be used for the design of windows and doors. Please confirm that this requirement assumes a service level design wind speed of 170mph per ASCE 7-05, instead of 155mph as is required by IBC 2018 and ASCE 7-16.

A 2.) In this case, use the higher standard of 220 mph of wind loads (IBC 2009 and ASCE 7-05) in order to meet the requirements of DPW.

Q 3.) Please confirm that Exposure D is applicable for the design of this building.

A 3.) In this case, use the higher standard of 220 mph of wind loads (IBC 2009 and ASCE 7-05) in order to meet the requirements of DPW.

Q 4.) Please confirm that the Ss and S1 parameter values from the OYO Pacific report are to be used for the seismic design of this building.

A 4.) Confirmed.

Q 5.) The total occupancy of the building will be less than 170 persons. Risk Category III is applicable for Occupancy B buildings for college/university facilities only if the total occupancy exceeds 500 persons, see Table 1604.5 of IBC 2018/IBC 2015/IBC 2009 as well as Table 1-1 of ASCE 7-05. Please confirm that Risk Category II (not III) is to be used since this satisfies the requirements of IBC 2018/2015/2009 as well as ASCE 7-05.

A 5.) Occupancy will not exceed 500 people.

PROCUREMENT RESPONSE

April 12, 2022

FROM: Emily G. Gumataotao, Supply Management Administrator

RE: UOG-RFP-P22-02 - New School of Engineering Building

VENDOR: Sumitomo Mitsui Const. Co. Ltd., dated, 03/30/2022

Q 1.) On the Main RFP Document, (Page 7) mentions of UOG-Supplied Equipment to be installed and a list is provided for Equipment/Furniture/ Fixture Description. We would like to confirm if these are Owner Furnished, Contractor Installed items. Please confirm so as to make sure items materials are to be considered or not in the pricing.

A 1.) Confirmed. The equipment to be installed is Owner-Furnished.

Q 2.) In addition to the UOG-Supplied Equipment to be installed, we understand that there is a note, "These are just examples of possible equipment to be installed. Final Specification will be available after equipment has gone through the procurement process." For the purpose of this bid, please confirm these are the quantities to be used in the proposal and changes on the quantity will be considered once successful to the bid.

A 2.) Confirmed. These are the quantities. See April 12, 2022 response to Orion / Guam of March 28, 2022 query on the same topic.

Q 3.) On the RFP-T-01 Technical proposal submission requirements, Par. 7.e) mentions "offeror's time frame will establish the contract completion and assessment of liquidated damages will be based on that date. UOG liquidated rate for this project is one-half of one percent (0.0005) of the entire value of the contract per Calendar Day of Delay". We would like to confirm which is correct, 1/2 of One percent is equal to 0.005 and not 0.0005 as what was stated in the parenthesis. Please confirm which is correct factor for Liquidated Damages.

A 3.) The amount is 0.0005 of the total value of the contract. We will remove the, "1/2 of one percent."

Q 4.) On the General Proposal/ Process guideline, Par. 34. states "THE BUY AMERICAN ACT AND BUY AMERICA REQUIREMENTS. Neither federal act applies to this RFP." However during the pre-proposal conference held, it was mentioned that Buy American Act Applies. Please confirm if this project requires both requirement as these will involve cost consideration and timing of materials.

A 4.) Confirming that Buy America/Buy American does NOT apply to this RFP. Buying American is encouraged.

Re: UOG-RFP-P22-02 - New School of Engineering Building
Sumitomo Mitsui Const. Co. Ltd., dated, 03/30/2022

Q 5.) In addition to the inquiry for the Buy American Act and Buy America Requirements, if required for this project, we would like to inquire if a waiver or exception maybe allowed. There is a provision under Trade Agreements Act that construction materials can be from WTO listed countries such as Japan, Korea, Taiwan, Etc. Please confirm if this is required to this project and waiver or exception through trades agreement can be applied.

A 5.) Confirming that Buy America/Buy American does NOT apply to this RFP.

Q 6.) We would like to inquire that the Building permit processing and approval is outside of the Contract Duration of 24 months (meaning Building Permit Approval will be prior to Notice to Proceed, NTP). Please confirm as this process takes long duration to get approval from required agencies.

A 6.) Permitting is inclusive of the 24 months. The owner will assist in obtaining necessary permits. This is a design-build RFP, therefore, there is some flexibility in actual site preparation prior to 100% design.

Q 7.) On Part D. USDA Rural Development requirements, it is mention AIA Form 141-2014 (See External File, for Information Only), USDA Terms and Conditions for AIA Form A141-2021, Guide 27, Attachment 6 (See external File, for information only), AIA Form 141-2014 Exhibit A & B (See External File, for Information Only) However there was no separate external file included in the Main RFP. We would like to request these to better understand the contract conditions upfront as mentioned in the RFP.

A 7.) Attached to this response is the USDA file. It was included with the original RFP.

8.) Given the current volatility of construction material prices & fuel rates and to be able to receive & negotiate with vendors, subcontractors and suppliers on the required materials and work for this project, we would like to request for a 30 day bid extension from the bid submission from April 20, 2022 to May 20, 2022 to come up with a competitive proposal.

A 8.) The revised RFP due date is May 20, 2022 - see Amendment #3.

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ATTACHMENT TO AIA DOCUMENT A141-2014, *Standard Form of Agreement Between Owner and Design/Builder*

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Standard Form of Agreement between Owner and Design/Builder*", AIA Document A141 - 2014 Edition. The provisions contained in this Attachment will supercede any conflicting provisions of the AIA Document. The term "Agency", as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 1: General Provisions

Modify paragraph 1.1 by inserting the words "and is concurred with by the Agency" after "Owner's Criteria" in the first sentence.

Modify paragraph 1.1.7 by inserting the following sentences in subparagraph 1.1.7.4:

If the Work is not substantially complete on or before this date, or within this period of time, or extension thereof granted by the Owner, the Design/Builder shall pay to the Owner liquidated damages in the sum of \$_____ for each calendar day of delay. Any sums that may be due the Owner as liquidated damages may be deducted from any monies due or to become due the Design/Builder under the Contract or may be collected from the Design/Builder's surety.

Modify paragraph 1.1.11 by inserting the words ", the Agency," after "Owner" in the second sentence.

Add the following subparagraphs and clauses to paragraph 1.4:

1.4.16 Agency

The term "Agency", as used in this Attachment, shall mean the United States of America, acting through United States Department of Agriculture.

1.4.17 Independent Inspector

The term "Independent Inspector," as used in this Attachment, shall mean the Inspector independent from the Design/Builder hired by the Owner to represent the Owner's interests. The Agency requires a construction inspector independent of the Design/Builder.

1.4.17.1 The Independent Inspector shall be a representative of and shall advise and consult with the Owner during construction until final payment is due to the Design/Builder, and at the Owner's direction during the period of correction of

the Work described in the design/build documents. The Independent Inspector shall furnish consultations necessary to identify construction defects and correct unforeseen conditions encountered during this period. The Independent Inspector shall assist the Owner in performing a review of the Project during the 11th month after the date of Substantial Completion.

1.4.17.2 The Independent Inspector shall conduct an inspection prior to the issuance of the Acknowledgement of Substantial Completion and shall submit a written report to the Owner, Agency and the Design/Builder about Work to be completed prior to final acceptance. Such services shall be coordinated with the Agency. Prior to submitting the final Application for Payment, the Independent Inspector shall conduct an inspection, submit a Statement of Completion, and receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Design/Builder.

1.4.17.3 Visits to the site shall be documented in writing on standard inspection report forms with copies furnished to the Owner, Design/Builder and Agency. Visits to the site shall be in accordance with Agency requirements and procedures.

ARTICLE 2: Compensation and Progress Payments

Modify subparagraph 2.1.4.1 by inserting the following in the appropriate space:

Interest at 1% per month or 12% per year for pay estimates outstanding for 60 days will be paid to the Design/Builder.

ARTICLE 3: DESIGN/BUILDER

Add the following subparagraph to subparagraph 3.1.3:

3.1.3.3 The Design/Builder shall advise the Owner of required tests, inspections and reports, shall furnish coordination of such tests and inspections, and shall advise the Owner and Agency of the results of same. Copies of test results shall be furnished to the Owner, Owner's Independent Inspector and Agency, as appropriate.

Add the following sentence to subparagraph 3.1.4: "Any extra cost that may result from any such acts and omissions will be the responsibility of the Design/Builder."

Add the following sentence to paragraph 3.1.5: The Design/Builder shall conduct a Preconstruction Conference prior to the beginning of construction to familiarize all parties involved with the necessary work. This meeting shall be held with the Design/Build representative, Owner, Owner's Independent Inspector, Agency representative(s) and other interested parties as appropriate.

The Agency 'Record of Preconstruction Conference' may be used to document the meeting.

Add the following subparagraph to subparagraph 3.1.7:

3.1.7.1 The Design/Builder shall consult with the Agency Architect or Engineer about the Agency's requirements and procedures.

Add the following clauses to subparagraph 3.1.8.1:

3.1.8.1.13 The Design/Builder shall conduct on-site pay/progress meetings no less than once a month during the periods of active construction. These meetings shall be held with the Design/Build representative, Owner, Owner's Independent Inspector, Agency representative(s) and other interested parties as appropriate, to review and discuss the application for payment, work progress schedule, construction problems or disputes and other appropriate matters.

In subparagraph 3.1.11.3, add the words "and written concurrence by the Agency has been issued" after "Owner has approved the respective Submittal" and add the following sentence after the first sentence: Two (2) sets of submittals for the Agency are required.

ARTICLE 4: Work Prior to Execution of the Design-Build Amendment

Modify paragraph 4.4.1.2 by deleting "and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;". Insert a period after method.

ARTICLE 5: Work Following Execution of the Design-Build Amendment

In subparagraph 5.3, add the following subparagraph:

5.3.4 The Design/Builder shall not contract with any person or entity declared ineligible under Federal laws or regulations from participating in federally assisted construction projects for to whom the Owner has made reasonable objection. The Design/Builder shall not be required to contract with anyone to whom the Design/Builder has reasonable objection.

ARTICLE 6: CHANGES IN THE WORK

Insert the word ", Agency" after the word "Owner" in its first occurrence in subparagraph 6.1.2.

Delete subparagraph 6.2 and substitute the following:

6.2 A change order is a written order to the Design/Builder utilizing Form RD 1924-7, "Contract Change Order," signed by the Owner, Independent Inspector, Design/Builder, and the Agency representative. It is issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. The Design/Builder's signing of the change order indicates complete agreement therein.

Add the following sentence to the end of subparagraph 6.3.1: "A Construction Change Directive may be used only for a change in response to an emergency, as described in Paragraph 10.4."

Delete subparagraph 6.3.3.

Delete subparagraph 6.3.5.

Delete subparagraph 6.3.7.

ARTICLE 7: OWNER

Add the following sentence to the end Paragraph 7.1.1:

The Owner shall provide the Design/Builder with Agency standard Contract Document Guides.

ARTICLE 9: PAYMENT APPLICATIONS AND PROJECT COMPLETION

Add the words, "using AIA Document G-702, 'Application and Certificate for Payment' or Form RD 1924-18, 'Partial Payment Estimate'," after "Application for Payment" in the first sentence of subparagraph 9.3.1.

Under subparagraph 9.3.1, add the following subparagraph:

9.3.1.3 The Design/Builder shall obtain Agency concurrence on all Applications of Payment before payment is made.

Add the following sentence to the end of paragraph 9.4: "Agency concurrence is required on all Certificates of Payment before payment is made."

Add the following subparagraph to paragraph 9.6:

9.6.8 No progress payments will be made that deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Design/Builder.

Replace the word "seven" with the word "ten (10)" in the first sentence of subparagraph 9.7.

Add the words ", in collaboration with the Agency Architect or Engineer," after "prepare" in the first sentence of subparagraph 9.8.5.

Delete subparagraph 9.8.6 and substitute the following:

9.8.6 The certificate of substantial completion shall be submitted by the Design-Builder to the Owner and the Agency for written acceptance of responsibilities assigned to it in the certificate. When the Work has been substantially completed, except for the work which cannot be completed because of weather conditions, lack of materials or other reasons, which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

Delete subparagraph 9.9.1 and substitute the following subparagraphs:

9.9.1 The Design/Builder agrees to the use and occupancy of a portion or unit of the Project before formal acceptance by the Owner under the following conditions:

9.9.1.1 A Certificate of Substantial Completion shall be prepared and executed as provided in subparagraph 9.8.4, except that when, in the opinion of the Inspecting Architect, the Design/Builder is chargeable with unwarranted delay in completing the Work or the Contract requirements, the signature of the Design/Builder will not be required. The Certificate of Substantial Completion shall be accompanied by copies of Design/Builder's insurance policies, written endorsements of the Design/Builder's insurance carrier, and the surety permitting occupancy by the Owner during the remaining period of the Project Work. Occupancy and use by the Owner shall not commence until authorized by public authorities having jurisdiction over the Work.

9.9.1.2 Occupancy by the Owner shall not be construed by the Design/Builder as being an acceptance of that part of the Project to be occupied.

9.9.1.3 The Design/Builder shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.

9.9.1.4 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Design/Builder against each other.

9.9.1.5 If the Project consists of more than one building, and one of the buildings is to be occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.

Add the following subparagraph to the beginning of subparagraph 9.9.2:

With the exception of clause 9.9.1.5, use and occupancy by the Owner prior to Project acceptance does not relieve the Design/Builder of the responsibility to maintain all insurance and bonds required of the Design/Builder under the Contract Documents until the Project is completed and accepted by the Owner.

Delete subparagraph 9.10.1 and substitute the following:

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner, Owner's Independent Inspector and Agency representative shall promptly make such inspection and, and when the Owner finds the Work acceptable under the Design/Build documents and fully performed, the Owner with Agency concurrence shall, subject to Section A.9.10.2, promptly make final payment to the Design/Builder.

Delete the second and third sentences of subparagraph 9.10.2.

ARTICLE 14: CLAIMS AND DISPUTE RESOLUTION

In subparagraph 14.4.1, delete "shall" and replace with "may" in the first sentence.

Delete subparagraph 14.4.1.1 and substitute the following subparagraphs:

14.4.1.1 The arbitration provisions in this subsection may be initiated by either party to this Contract by filing with the other party a written request for arbitration. The other party may accept or reject the request by filing a written answering statement with the requesting party within fourteen (14) calendar days of the receipt of such request. If the request is accepted the provisions of this section shall apply. If the request is rejected or an answering statement is not filed within the fourteen (14) day period, the provisions in this subsection will not apply.

14.4.1.2 Within fourteen (14) calendar days or any mutually agreeable time period thereafter, each party to this Contract will appoint one arbitrator. Within fourteen (14) calendar days or any mutually agreeable time period thereafter, the two arbitrators will select a third arbitrator. Failure to appoint an arbitrator within the mutually agreeable time periods will terminate further actions under this subsection.

14.4.1.3 The arbitrators will select a hearing location as close to the Owner's locale as possible.

ARTICLE 15: MISCELLANEOUS PROVISIONS

Modify paragraph 15.2.1 by inserting the following at the end:

This Agreement will not become effective until concurred with in writing by the Agency. Such concurrence shall be evidenced by the signature of a duly authorized representative of the Agency in the space provided at the end of this attachment to the Agreement. The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for payment hereunder.

But in the event such financial assistance is provided, the Agency concurrence shall signify the provisions of this Agreement are consistent with the requirements of the Agency.

Add the following paragraphs 15.9 through 15.13.1 to Article 15.

15.9 EQUAL OPPORTUNITY REQUIREMENTS - Non-discrimination in Employment by Federally Assisted Construction Contractors, by Executive Order 11246.

15.9.1 This section summarized Executive Order 11246, as amended, which prohibits employment discrimination and requires employers holding non-exempt Federal contracts and subcontracts and federally-assisted construction contracts and subcontracts in excess of \$10,000 to take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, or national origin. The Executive Order requires, as a condition for the approval of any federally assisted construction contract, that the applicant incorporate nondiscrimination and affirmative action clauses into its non-exempt federally assisted construction contracts.

15.9.2 Executive Order 11246, as amended, is administered and enforced by the Office of Federal Contract Compliance Programs (OFCCP), an agency in the U.S. Department of Labor's Employment Standards Administration. OFCCP has issued regulations at 41 CFR chapter 60 implementing the Executive Order. The regulations at 41 CFR part 60-4 establish the procedures which the Agency, as an administering agency, must follow when making grants, contracts, loans, insurance or guarantees involving federally assisted construction which is not exempt from the requirements of Executive Order 11246. The regulations which apply to Federal or federally assisted construction contractors also are published at 41 CFR part 60-4.

15.9.3 OFCCP has established numerical goals for minority and female utilization in construction work. The goals are expressed in percentage terms for the contractor's aggregate workforce in each trade. OFCCP has set goals for minority utilization based on the percentage of minorities in the civilian labor force in the relevant area. There is a single nationwide goal of 6.9 percent for utilization for women. The goals to all construction work in

the covered geographic area, whether or not it is federal, federally assisted or non-federal. A notice advises bidders of the applicable goals for the area where the project is to be located.

15.9.4 Application. This section applies to all of a construction contractor's or subcontractor's employees who are engaged in on-site construction including those construction employees who work on a non-Federal or non-Federally assisted construction site.

15.9.4.1 Agency officials will notify the appropriate Regional Director of OFCCP that an Agency financed construction contract has been awarded, and that the equal opportunity clauses are included in the contract documents.

15.7.4.2 The Regional Director, OFCCP-DOL, will enforce the non-discrimination requirements of Executive Order 11246.

15.9.4.3 The prospective contractor or subcontractor must comply with the Immigration Reform and Control Act of 1986 by completing and retaining Form I-9, "Employment Eligibility Verification," for employees hired. This form is available from the Immigration and Naturalization Service, and Department of Justice.

15.9.4.4 The prospective contractor or subcontractor must submit Form RD 400-6, "Compliance Statement," to the applicant and an Agency official as part of the bid package, prior to any contract bid negotiations and comply with the Executive Order 11246 as stated in the contract documents.

15.10 STATUTES

15.10.1 The Design/Builder and each subcontractor shall comply with the following statutes (and the regulations issued pursuant thereto, which are incorporated herein by reference):

15.10.2 The Design/Builder agrees to abide by the requirements of 2 CFR part 417 and under Executive Order 12549, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. If the total compensation exceeds \$25,000, the Design/Builder shall complete the relevant certification form provided by the Owner.

15.10.3 If applicable, the Design/Builder shall comply with Section 319 of Public Law 101-121, as supplemented by the Department of Agriculture regulations (2 CFR part 418 and DR 2400-5). This Law pertains to restrictions on lobbying and applies to the recipients of Contracts and Subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Design/Builder must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding for this Contract. The certification and disclosure forms shall be provided by the Owner.

15.10.4 Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person in connection with the construction to give up any part of the compensation to which the person is otherwise entitled.

15.10.5 Clean Air Act (42 U.S.C. 7414), section 114, and the Water Pollution Control Act (33 U.S.C. 1813), section 308. Under Executive Order 11738 and Environmental Protection Agency (EPA) regulations 40 CFR part 15, all Contracts in excess of \$100,000 are required to comply with these Acts. The Acts require the Contractor to:

15.10.5.1 Notify the Owner of the receipt of any communication from EPA indicating that a facility to be utilized in the performance of the Contract is under consideration to be listed on the EPA list of Violating Facilities,

15.10.5.2 Certify that any facility to be utilized in the work by any nonexempt contractor or subcontractor is not listed on the EPA list of Violating Facilities as of the date of the Contract Award.

15.10.5.3 Include or cause to be included the above criteria and requirements of clauses A.13.3.5.1 and A.13.3.5.2 in every nonexempt Subcontract, and that the Contractor will take such actions as the Agency may direct as a means of enforcing such provisions.

15.10.6 The Contractor shall be required to comply with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333) entitle "Safety and Health Regulations for Construction" (29 CFR Part 1926) to the extent that any resulting Contract involves construction.

15.11 ENVIRONMENTAL REQUIREMENTS

15.11.1 Mitigation Measures - The Design/Builder shall comply with applicable mitigation measures established in the environmental assessment for the project. These may be obtained from the Agency representative.

15.11.2 The Design/Builder, when constructing a Project involving trenching, excavating, or other earth moving activity, shall comply with the following environmental constraints:

15.11.2.1 Endangered Species, Historic Preservation, Human Remains and Cultural Items, Hazardous Materials, and Paleontology - Any excavation or other earth moving activity by the Design/Builder that provides evidence of the presence of endangered or threatened species or their critical habitat, uncovers a historical or archaeological artifact, human remains or cultural items, hazardous materials, a fossil or other paleontological materials will require the Design/Builder to:

- .1 Temporarily stop work;
- .2 Provide immediate notice to the Architect and the Agency, and in the case of potentially hazardous materials, provide immediate notice to local first responders and take such measures as necessary to protect the public and workers;
- .3 Take reasonable measures as necessary to protect the discovered materials or protected resource;
- .4 Abide by such direction as provided by the Agency, or Agencies responsible for resource protection or hazardous materials management; and
- .5 Resume work only upon notice from the Architect and the Agency.

15.12 Compliance with all Federal, State, and local requirements effective on the contract execution date will be the responsibility of the Design/Builder.

15.13 RECORDS

15.13.1 If the Contract is based on a negotiated Bid, the Owner, the United States Department of Agriculture, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Design/Builder which are directly pertinent to a specific Federal loan program for the purpose of making audit, examination, excerpts, and transcriptions. The Design/Builder shall maintain records for at least three years after the Owner makes final payment and all other pending matters are closed.

ARTICLE 16: Scope of the Agreement

Modify subparagraph 16.1.6 by inserting the following in the appropriate space:

Payment Bond
Performance Bond
Compliance Statement (Form RD 400-6)
Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions (Form AD
1048)
Disclosure of Lobbying Activities (SF-LLL)
Certification for Contracts, Grants and Loans (RD Instruction
1940-Q, Exhibit A-1)

Exhibit B: INSURANCE AND BONDS

B.2.1 Add subparagraph B.2.1.1.6:

B.2.1.1.6 The Owner shall be named as co-insured on the liability insurance.

Add the following clauses to B.2.1.

B.2.1.11 The insurance required in subparagraph B.2.1 shall be written for not less than the following limits, or greater if required by law:

.1 Workers' Compensation:

- (a) State: Statutory
- (b) Applicable Federal Statutory
(E.g. Longshoremen's)
- (c) Employer's Liability: \$ _____ per Accident
\$ _____ Disease, Policy Limit
\$ _____ Disease, Each Employee

.2 Comprehensive or Commercial General Liability (Including Premises-Operations; Independent Design/Builders' Protective; Products and Completed Operations; Broad Form Property Damage):

- (a) Bodily Injury: \$ _____ Each Occurrence
\$ _____ Aggregate
- (b) Property Damage \$ _____ Each Occurrence
\$ _____ Aggregate
- (c) Products and Completed Operations to be maintained for years after final payment:
\$ _____ Aggregate
- (d) Property Damaged Liability Insurance shall provide X, C and U coverage.
- (e) Broad Form Property Damage Coverage shall include Completed Operations.

.3 Contractual Liability:

- (a) Bodily Injury \$ _____ Each Occurrence
\$ _____ Aggregate
- (b) Property Damage \$ _____ Each Occurrence
\$ _____ Aggregate

.4 Personal Injury, with Employment Exclusion deleted:
\$ _____ Aggregate

.5 Business Auto Liability (including owned, non-owned and hired vehicles):

- (a) Bodily Injury \$ _____ Each Person

- (b) Property Damage \$ _____ Each Occurrence
\$ _____ Each Occurrence

.6 If the General Liability Coverages are provided by a Commercial Liability policy, the:

- (a) General Aggregate shall be not less than \$ _____ and it shall apply, in total, to this Project only.
(b) Fire Damage Limit shall be not less than \$ _____ on any one fire.
(c) Medical Expense Limit shall be not less than \$ _____ on any one person

.7 Umbrella Excess Liability:

- \$ _____ over primary insurance
\$ _____ retention for self-insured hazards each occurrence.

.8 If an exposure exists, Aircraft Liability (owned and non-owned) and Watercraft Liability (owned and non-owned) with limits approved by the Owner shall be provided.

Add the following subparagraphs to subparagraph B.2.2:

B.2.2.2 The Design/Builder shall furnish the Owner Bonds covering faithful performance of the Contract and payment of obligations arising thereunder with such bonds dated on or before the date of this agreement. The surety company executing the Bonds must hold a certificate of authority as an acceptable surety on Federal Bonds as listed in Treasury Circular 570, as amended, and be authorized to transact business in the State where the Project is located. The Bonds (using the latest AIA forms) shall each be equal to the amount of the Contract Sum. The cost of these Bonds shall be included in the Contract Sum.

B.2.2.3 The Design/Builder shall require the attorney-in-fact who executes the required Bonds on behalf of the surety to affix thereto a certified and current power of attorney.

B.2.2.4 If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State in which the Work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, the Design/Builder shall within ten (10) calendar days after notice from the Owner to do so, substitute an acceptable Bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the

Owner. The premiums of such Bond shall be paid by the Design/Builder. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

Delete the last sentence in subparagraph B.3.2.4.

Delete subparagraph B.3.2.5.

SIGNATURE BLOCK:

Delete the signature block on page 34 of this Agreement and substitute the following signature block:

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Design/Builder, one to the Owner and one to the Agency. Concurrence in the Contract by the Agency is required before the contract is effective.

OWNER:

ATTEST: _____
Print Name: _____
Title: _____
Date: _____

BY: _____
Print Name: _____
Title: _____
Date: _____

DESIGN/BUILDER:

ATTEST: _____
Print Name: _____
Title: _____
Date: _____

BY: _____
Print Name: _____
Title: _____
Date: _____

OWNER'S ATTORNEY REVIEW:

I have examined this design/build contract and have received verification that the proper performance and payment bond(s) will be issued and executed thereof, and I am of the opinion that each of the aforesaid agreements are adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

By: _____

Print Name: _____

Date: _____

AGENCY CONCURRENCE:

Approved as lender or insurer of fund to defray the costs of this contract and without liability for any payments thereunder, the USDA Rural Development hereby concurs in the award of this contract.

By: _____

Title: _____

Print Name: _____

Date: _____

PROCUREMENT RESPONSE

April 12, 2022

FROM: Emily G. Gumataotao, Supply Management Administrator

RE: UOG-RFP-P22-02 - New School of Engineering Building

VENDOR: Ian Corp, dated, 04/07/2022

Q 1.) Sound Transmission

RFI #1

Question or Clarification:

Sound Transmission: Are there any project requirements and/or performance criteria for limiting
sound transmission between spaces (i.e., STC/NIC rating design goals for walls, doors, windows, etc.)?

A 1.) Labs need to have noise control. Classrooms will follow international code for sound control.

Q 2.) Mechanical System Noise and Vibration

RFI #2

Question or Clarification:

Mechanical System Noise and Vibration: Are there any project requirements and/or performance criteria for
limiting background noise and vibration due to the building's mechanical system (i.e., ASHRAE guidelines for
NC Rating design goals)

A 2.) Mechanical System Noise and Vibration needs to be controlled within the laboratory. Elevator and any mechanical system in the building should not impact the learning quality of the classrooms.

Re: UOG-RFP-P22-02 - New School of Engineering Building
lan Corp dated, 04/07/2022

Q 3.) Room Acoustics

<p>RFI #3 Question or Clarification:</p> <p><u>Room Acoustics: Are there any project requirements and/or performance criteria for reducing the build-up of reverberant sound energy within any spaces (i.e., Reverberation Time < 0.7 seconds)</u></p> <p>_____</p>

A 3.) Keep the reverberation time to <=0.5 seconds for the entire building.

Q 4.) Restrictions or noise limit requirements

<p>RFI #4 Question or Clarification:</p> <p><u>Are there any noise restrictions or noise limit requirements for emergency generator, to limit the noise impact in the outdoor areas surrounding the generator room?</u></p> <p>_____</p>

A 4.) Current generators meet noise requirements, but air quality must meet Guam EPA standards. Generator should be detached from the main building and the vibration from the generator should not impact the main building.

Q 5.) For the Audio-Visual (AV) systems

<p>RFI #5 <u>For the Audio-Visual (AV) systems, does UOG want the DB team to provide any of the AV equipment and cabling? If so, please provide clarification on:</u></p> <p>a) Which rooms require turn-key procurement & installation of AV systems;</p> <p>_____</p> <p>b) What functions/activities will be happening in those rooms;</p> <p>_____</p> <p>c) What major AV components & end points are required to accomplish those functions. (For example: how many plug-in points in floors/walls; what kind of equipment is needed in lecterns/podiums/instructor desks; whether any distance learning or video conf is required in the room; how many video displays are required in the room; whether any displays need to feature touch-interaction/annotation; etc.)</p> <p>_____</p>
--

A 5.) All labs, conference rooms, and classrooms will have AV systems so conduits should be available to run cabling.

Re: UOG-RFP-P22-02 - New School of Engineering Building
lan Corp dated, 04/07/2022

Q 6.) In the "Main RFP Document"

RFI #6 In the "Main RFP Document" attachment, pages 7-16 (PDF pages 10-19) have some tables of "UOG-Supplied Equipment" which identify a few AV equipment items (eg, TV monitors, projectors, screens). Please confirm what AV equipment will be UOG-furnished (vs. Contractor-furnished), and also whether any UOG-furnished AV equipment needs to be Contractor-installed. This will help our team understand the overall scope for infrastructure design, as well as for any necessary procurement and installation of those AV systems.

A 6.) See response to March 28 Orion / Guam query on the same topic - Q2.

Q 7.) In the "Main RFP Document".

RFI #7 In the "Main RFP Document" attachment, page 47 (PDF page 50) identifies the requirement for "Video conferencing technology in conference rooms" in the list of Design Standards and Construction Requirements for New UOG Buildings. The Program Requirements and Conceptual Floor Plans identify Qty(2) conference rooms -- a Dean's Conf Room, and a 15-person Conf Room that accommodates student meetings. Does UOG have any specific standards for their video conferencing requirements, related to both the software platforms (eg, Teams, Zoom, Meet) and hardware requirements (eg, brand/model of VTC codec appliances, cameras and microphones). Similar to the last question, this will help our team understand the overall scope for infrastructure design, as well as for any necessary procurement and installation of those AV systems.

A 7.) Offeror not required to provide AV equipment. Only conduits.

8.) Specifics of the capacity and speed for the elevator.

RFI #8 What is the specifics of the capacity and speed for the elevator?
Recommended capacity 3.5k capacity, 125 FPM with stretcher compliance

A 8.) 2.5K and 125 FPM is UOG's standard.

Re: UOG-RFP-P22-02 - New School of Engineering Building
lan Corp dated, 04/07/2022

Q 9.) Does the elevator need to be non-proprietary?

RFI #9	Question or Clarification:
	<u>Does the elevator need to be non-proprietary?</u>
	<u>If not, the PM services would be easier and faster.</u>

A 9.) The elevator recommended by the Offeror should be serviceable and accessible through a local certified vendor.

Q 10.) Can hydraulic design

RFI #10	Question or Clarification:
	<u>Can hydraulic design be comparable to the newer elevators on campus?</u>
	<u>Is there any specific building elevator to be used as reference or guide?</u>

A 10.) UOG uses hydraulic elevators as the standard.