

May 17, 2013

INVITATION FOR BID NO. 13-004

**FOR PHASE II OF THE CONSTRUCTION OF THE GUAM AND CHAMORRO EDUCATIONAL FACILITY: BUILDING
CONSTRUCTION**

ADDENDUM NO. 9

Please acknowledge receipt of this Addendum No. 9 (four (4) pages), including cover page and one (1) MS Word file) and return to the Guam Economic Development Authority via email to Mr. George Bamba at gbamba@guameda.net or via facsimile at (671) 649-4146.

Name of Bidder:

Authorized Signature:

Print Name:

Date:

ADDENDUM NO. 9: TRANSMITTAL OF QUESTIONS AND ANSWERS

This Addendum transmits information related to IFB 13-004 – For Phase II of the Construction of the Guam and Chamorro Educational Facility: Building Construction.

Addendum No. 9 Contents: Questions and Answers and a native MS Word file for inscription text.

I. QUESTIONS AND ANSWERS:

Question No. 83.

Please confirm the following branch circuits: 2S-22 (exterior receptacle outlet); 4S-5 & 4S-7 (exterior east, exterior west) shown in panel board schedule but not shown in layout.

GEDA's Response:

Information requested was reflected in drawings entitled "Bid Set - Addendum No. 8" (sheet E-903).

Question No. 84.

Please specify what room's we need to install Telecom Master Ground Bar.

GEDA's Response:

Telecom Master Ground Bar (TMGB) shall be installed only in main communication room.

Question No. 85.

Please confirm the following voltage ratings: (Shown in one line diagram 280/120V)

- a) ATS-N (480/277V)
- b) ATS-EM (480V/277V)
- c) 4EM2 (480/277V)

GEDA's Response:

Information requested was reflected in drawings entitled "Bid Set - Addendum No. 8" (sheet E-201).

Question No. 86.

Drawing Sheet A1102: High Sound Proof Interior Door Assembly at Orientation Theater, Level 2-

- Please provide specifications, STC requirement if there is any, etc.
- Provide hardware schedule for these Doors.

GEDA's Response:

These doors are a complete assembly to include door, frame and all required hardware. Refer to manufacturer Acoustical Surfaces, Inc: Studio 3D Noise S.T.O.P. Soundproof Doors. STC rating: 56

Question No. 87.

Refer to Drawing sheet A301 North and South Elevations: For accurate pricing and understanding on the recessed inscription on concrete walls, may we request for a native file (in MS word or Autocad), that showed spacing and accents of words/phrases.

GEDA's Response:

A native MS Word file containing the information requested is released as part of this Addendum No. 9. See the file attached "IFB_13-004_GCEF_Addendum No 9_Question No 87.doc"

Question No. 88.

17 - Reference Drawing A213 , Provide complete description of Barry Howard Limited requirement for floor and wall finish.

GEDA's Response:

Finishes for these rooms will be as follows:

1. Floors: Stained concrete, color TBD and coordinated with Owner at no additional cost
2. Walls: Paint-eggshell, color to be determined and coordinated with Owner at no additional cost
3. Ceilings: Flat black to include ductwork, piping, and conduits (except 209-P1 ductwork, piping, and conduits)

Question No. 89.

Please clarify if "Buy American" product/s is required for this bid.

GEDA Response:

"Buy American" is not required for this IFB.

Question No. 90.

Section 3.17 of Contract: Please provide liquidated damages or the contract form stating liquidated damages. Or provide specifications with liquidated damages as stated in Article 14.

GEDA's Response:

Article 14 of the Form Contract, attached as Attachment G to IFB No. 13-004, is hereby replaced in its entirety with the following:

ARTICLE 14. LIQUIDATED DAMAGES

The standard clause in the Guam Procurement Regulations regarding liquidated damages has been replaced with the following:

*If CONTRACTOR shall neglect, fail or refuse to obtain a certificate of occupancy for the Project by December 12, 2014, CONTRACTOR does hereby agree, as part of the consideration for the awarding of this contract, to pay to GEDA the **amount of One Thousand Five Hundred Dollars \$1,500.00 per calendar day thereafter, not as a penalty but as liquidated damages.*** The said amount is fixed and agreed upon by and between Contractor and GEDA because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages GEDA and the Government of Guam would in such event sustain.

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 CONTRACTOR shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

- a. to any preference, priority or allocation order duly issued by GEDA.
- b. to Excusable Events; 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 CONTRACTOR shall, within seven (7) calendar days from the beginning of delay give written notice as to the causes of the delay to the Contracting Officer, who will ascertain the facts and extent of the delay and notify CONTRACTOR within reasonable time of his decision in the matter.

CONTRACTOR must note that Guam by nature has frequent rainfall causing suspension of work. Said suspensions shall not qualify for time extensions unless the weather is unusually severe.

End of Addendum No. 9