

Instructions to all Offerors

If you are obtaining an electronic copy of this RFP 16-07 through this website and is interested in submitting a proposal, it is highly suggested that you also register with the Procurement Office to make sure that you're informed of any amendments to this RFP. You may register by e-mailing:

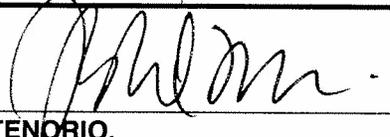
Marissa Antonio at mantonio@guamcourts.org

and provide the following information in your e-mail:

- 1. Company Name**
- 2. Company Mailing Address**
- 3. Company Phone and Fax Numbers**
- 4. Point of Contact**
- 5. E-mail address for point of contact**

If you have any questions feel free to contact the Procurement Office at 475-3175/3393.

Prescribed By: Judiciary of Guam	REQUEST FOR PROPOSAL (SERVICE CONTRACT)	Page No. 1	Number of Pages
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Issued By:  JOSHUA F. TENORIO, Administrator of the Courts	Address:	JUDICIARY OF GUAM GUAM JUDICIAL CENTER PROCUREMENT SECTION 120 WEST OBRIEN DRIVE HAGÁTÑA GUAM 96910 Tel: (671)475-3175/3393 Fax: (671)477-8009
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Date Issued: June 1, 2016	Request For Proposal No.: 16 - 07
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Sealed Proposals (1) original and (4) copies, SUBJECT TO THE TERMS AND CONDITIONS OF THIS PROPOSAL, ITS SCHEDULE AND THE ATTACHED GENERAL PROVISIONS, will be received at the above office until: **2:00 o'clock p.m., June 15, 2016 (Chamorro Standard Time).**

General information and instructions to offerors are contained in the terms and conditions attached.

SCHEDULE

Item No.	Supplies or Services	Quantity (No. of Units)	Unit	Unit Price	Amount
1.	Design-Build Services – Alteration of Judicial Education Center (See attachments for Scope of Services)	Please leave this space blank when submitting proposals. ***** See General Terms for instructions.			

Proposal	Date
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Offers providing less than sixty (60) calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

Indicate Whether: () Individual () Partnership	() Corporation Incorporated in the state of:
--	---

NAME AND ADDRESS OF OFFEROR: (Type or Print) _____ _____ _____	SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS PROPOSAL: _____
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AWARD:	CONTRACT NO.:	DATE:
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Accepted as to items numbered _____ Amount \$ _____ <hr/> Invoice for payment should be mailed to: _____ <hr/> Payment will be made by: _____	By: _____ Contracting Officer <hr/> Accounting and Appropriation Date
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REQUEST FOR PROPOSALS FOR DESIGN-BUILD SERVICES

Project Name: Alteration of Office Space for Judicial Education Center

REQUEST FOR PROPOSAL NO. : 16-07

Item no.	Description of Services	Completion Time
1.	Design-Build Services – Judicial Education Center	<u>45 Calendar Days</u> Notice to Proceed (NTP).

I. GENERAL INFORMATION

Purpose: The Judiciary of Guam invites experienced Design-Build teams to submit Statements of Qualifications (SOQs) for the above referenced project.

Authority: This RFP is governed by the Judicial Council of Guam Procurement Regulations adopted on March 19, 2004 as amended, and the applicable laws of Guam.

Issued By: Joshua F. Tenorio, Administrator of the Courts (Purchasing Officer)
Judiciary of Guam
Guam Judicial Center
120 West O'Brien Drive
Hagatna, Guam 96910

Date Issued: This RFP is issued June 1, 2016.

Date Due: All original copies of proposals must be submitted by 2:00 p.m. on June 15, 2016. Late proposals will not be considered.

Questions/Inquiries

Deadline: The last day that the Judiciary will receive questions or inquiries regarding this RFP is June 10, 2016 by 5:00 p.m.

Proposals: One (1) original and four (4) copies of the proposals must be submitted in a sealed envelope addressed to the Judiciary of Guam and clearly marked RFP NO. 16-07. The offerors name, address and phone numbers must also be identified on the envelope.

Place: Proposals must be submitted to the Office of the Procurement & Facilities Management Division located at the Guam Judicial Center, 1st floor, 120 West O'Brien Drive in Hagatna, Guam.

Questions: Questions concerning this RFP may be directed to:

Gloria Long
Procurement & Facilities Management Division
Guam Judicial Center
120 West O-Brien Drive
Hagatna, Guam 96910
Tel: (671)475-3433/3393
Fax: 671)477-8009
Email: glong@guamcourts.org and/or mantonio@guamcourts.org

Conference: A pre-proposal conference is not scheduled for this solicitation however the Purchasing Office may conduct one at his discretion to explain procurement requirements. Notice of a pre-proposal conference will be sent to all prospective offerors known to have obtained this RFP if one is to be conducted. Attendance at this meeting is not mandatory but it is highly recommended since vital information necessary to the understanding of the Project and the selection process will be discussed. It is not necessary for all members of a Design-Builder's team to be represented, however, the Design-Builder will be held accountable for receiving and applying all information provided as a result of this conference.

Remarks and explanations provided at the pre-submittal conference shall not qualify or amend the terms of the Request for Statements of Qualifications unless provided in writing by addenda.

II. CONTENTS OF PROPOSALS

The SOQ shall include a one-page cover letter plus a maximum of Twenty (20) pages to address the SOQ criteria specified in **Section VI. (H)** (including organization chart and schedule). Exhibit A shall not be counted toward the fifty (50) page limit.

Please be advised that failure to comply with the following criteria will be grounds for disqualification:

- Receipt of submittal by the cut-off date and time specified.
- Receipt of submittal at the proper location.
- Receipt of a sealed submittal package.
- The number of originals and/or copies of the submittal specified.
- Adherence to maximum page requirements.
- Acknowledgement of all addenda in the cover letter.

Adherence to the maximum page criteria is critical; each page side (maximum 8-1/2" x 11") with criteria information will be counted. Pages and tabs that have photos, charts, graphs or criteria information will be counted towards the maximum number of pages. The minimum allowable font size shall be 11.

III. HANDLING AND OPENING OF PROPOSALS

Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A register of proposals shall be established which shall include, for all proposals, the name of offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The register of proposal shall be opened to public only after award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.

IV. AMENDMENTS/ADDENDUMS TO THE RFP AND MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

A. Amendments/addendums to this RFP shall be identified as such and shall require that the offerors acknowledge receipt of all amendments issued in their proposals. Failure to acknowledge any amendments/addendums issued shall result in disqualification from this RFP. Amendments/addendums shall be sent to all prospective offerors known to have received an RFP. Amendments/Addendums shall be distributed within a reasonable time to allow prospective offerors to consider them in preparing their proposals.

Amendment/Addendum No.	Date
_____	_____
_____	_____

B. Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

V. NEGOTIATION AND AWARD OF CONTRACT

A. Following the evaluation and ranking of the proposals, the best qualified offeror will be promptly notified. The Purchasing Officer conducting the procurement or a designee of such officer shall negotiate a contract with the best qualified offeror at the compensation determined in writing to be fair and reasonable. Contract negotiations shall be directed toward: (1) making certain requirements involved in providing the required services; (2) determining that the offeror will make available the necessary personnel and facilities to perform the services within the required time; (3) agreeing upon compensation which is fair and reasonable, and doing so while taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

- B. If compensation, contract requirements, and contract documents can be agreed upon with the best qualified offeror, the contract will be awarded to that offeror, although no award will be made until the offeror provides proof that a Guam business license has been obtained.
- C. Written notice of award shall be public information and made a part of the contract file. If compensation, contract requirements, and contract documents cannot be agreed upon with the best qualified offeror, a written record stating the reasons thereof shall be placed in the file and the Purchasing Officer shall advise such offeror of the termination of negotiations which shall be confirmed by written notice within three (3) business days. Upon failure to negotiate a contract with the best qualified offeror, the Purchasing Officer may cancel the procurement or may enter into negotiations with the next most qualified offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that offeror.

If no contract can be negotiated with the offerors initially selected as the best qualified offerors, the Purchasing Officer may cancel the RFP or proposals may be re-solicited or additional offerors may be selected based on their original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with these rules until an agreement is reached and the contract is awarded.

VI. SCOPE OF SERVICES

A. GENERAL DESCRIPTION OF PROJECT

Judiciary of Guam is seeking to renovate a portion of the Guam Law Library building to create the Judicial Education Center (JEC) with two classrooms including an operable partition, a computer training center, 2 unisex bathrooms, a food preparation area for coffee and snacks, and an electrical room. Existing conference room and offices are to remain but are to be refinished consistent with the space. The JUDICIARY’s program budget for the project is approximately **\$100,000.00**.

B. SCOPE OF WORK

The JUDICIARY intends to procure through the Request for Proposals selection process. Based on the Statement of Qualification (SOQ) responses the Judiciary will select a Design-Builder to design and construct the improvements described in Section A above.

C. SOQ FORMAT AND SCORING

The SOQ shall be formatted and scored as follows:

<u>SECTION</u>	<u>MAXIMUM SCORE</u>
Project Understanding	15
Project Management Approach	10
Procurement	5

Proposed Project Manager	20
Proposed Project Staff	20
Business History	10
REFERENCES References (Past performance verification)	15
OVERALL QUALITY OF SOQ	5
Total Maximum Points	100

D. DESIGN-BUILD SELECTION PROCESS

1. **Initial Ranking:** This procurement will use the Request for Proposals selection process. JUDICIARY requests Statements of Qualifications (SOQ) and appoints a selection committee which will evaluate each SOQ based strictly on qualifications and using the criteria and weighting shown in Sections 5 and 7. The selection committee will rank a minimum of the three (3) best-qualified Design-Builders based on ordinal scores. Total points will be utilized as a tie-breaker. No interviews will be conducted during this phase of the selection process. If there are less than three firms that submit SOQs the number of firms ranked will be adjusted accordingly.
2. **Interviews and Selection:** After the initial ranking, the selection committee will provide interview criteria and conduct interviews with all ranked firms. Interviews shall be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements and for each firm to convince the selection panel that it is the best qualified. A final list of three firms will be ranked from one to three after the interviews based on ordinal scores from the interview only. If there are less than three firms that submit SOQs and participate in interviews the number of firms included in the final ranking will be adjusted accordingly.
3. **Contract Negotiation:** Upon completion of the final rankings, JUDICIARY will enter into negotiations with the highest ranked firm for a pre-construction phase services contract for the Project. If a contract cannot be successfully negotiated with the highest ranked firm, then negotiations will be terminated with that firm and JUDICIARY will enter into negotiations with the next highest ranked firm until an agreement is reached or an impasse is declared. During the pre-construction phase JUDICIARY intends to negotiate a Design-Build contract.

E. STATEMENT OF QUALIFICATION REQUIREMENTS

Firms interested in providing Design-Build services must submit a Statement of Qualifications (SOQ) that addresses the following issues:

1. Project Understanding

Response must demonstrate your comprehension of the objectives and services for the proposed Design-Build contract. Do not merely duplicate the Anticipated Scope of Work described in this Request for Proposals (RFP).

- Describe and demonstrate your firm's/team's comprehension of the goals and objectives of this project.
- Define any assumptions made in formulating criteria for your response.
- Discuss the major issues your team has identified on this project and how you intend to address those issues.
- Provide a proposed project schedule identifying all the key milestones through design and construction.

2. Project Management Approach

Response must describe the administrative and operational structures that will be used for performing the proposed Design-Build contract.

- Provide an organization chart showing key personnel identified in Paragraphs 4 and 5 below. The chart shall indicate lines of authority, points of contact, and percentage of weekly times that each individual will be committed to this project.
- Identify where various contract services will be performed and how communications will be maintained between your Project Staff, the Judiciary of Guam and key stakeholders.
- Describe your firm's project management approach and team organization during design and construction phase services of the Design-Build process.
- Describe your firm's process for managing subcontractor's work.

3. Procurement

Explain your process to purchase materials and long lead equipment in a timely manner. Describe the processes and procedures for vendor inspection, expediting, witness testing, inspection, storage and maintenance. Further explain when each of the above is applicable and the reporting mechanism to assure each has been accomplished. As a minimum, provide references for two recent projects on which this procedure has been implemented.

Subcontractor Selection Plan – Explain your process for selecting subcontractors based on qualifications alone or a combination of qualification and price. Subcontractors may NOT be selected based on price alone. Implementation and approach must be specific to this project.

4. Proposed Project Manager

Response must name the Project Manager (PM) directly responsible and engaged in the work. Describe the work to be performed and detail the PM's specific qualifications and substantive experience directly related to the proposed Design-Build contract. A response prepared specifically for this proposal is required. Focus on the proposed PM's specific duties and responsibilities and how project experience is relevant to the proposed Design-Build contract.

- Identify the employer.
- Include Professional Registrations.
- Indicate length of time with firm.
- Describe the individual's qualifications in terms of education and experience, including project managerial experience and any particular style and skills that will benefit this project.
- List similar projects and/or Design-Build projects for which the individual has had managerial responsibility. Please state whether or not the proposed project manager has experience with the Design-Build project delivery method.
- Discuss both current and potential time commitments of the proposed Project Manager to all clients.
- List professional references (contact persons and telephone numbers) for the projects listed in Item f.

5. Proposed Project Staff

Response shall name the key staff from the firm and its subcontractors/sub-consultants, who will perform the functions deemed necessary to accomplish the Design-Build services for the proposed project. Describe the work to be performed by each key staff member and detail their specific qualifications and substantive experience directly related to the proposed Design-Build contract. A response prepared specifically for this proposal is required. Focus on the individuals' specific duties and responsibilities and how project experience is relevant to the proposed Design-Build contract. For each key staff member of the firm and its subcontractors who will be involved in the project:

- Identify the employer.
- Include Professional Registrations.
- Indicate length of time with firm.
- Describe the individuals' qualifications in terms of education and experience, including project managerial experience and any particular style and skills that will benefit this project
- Identify the staff members' responsibility on the proposed project.
- List projects for which the individual has had similar responsibility.
- Discuss both current and potential time commitments of the key staff members to all clients.
- List professional references (contact persons and telephone numbers) for the projects identified in Item g.

6. Business History

Response shall provide a general description of the firm and its subcontractors/subconsultants proposing to provide the pre-construction services and general construction services described herein. Explain the legal organization of the proposed firm or team. Provide the following information:

- List the Guam professional licenses held by the firm/team.
- Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract which resulted in a formal claim being filed with a public entity pursuant to Guam Law or has resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcomes.
- Identify at least three projects in Guam where the proposed team was the Design-Builder of record and/or three comparable projects in which the firm/team served as the Design-Builder, designer or contractor. For each comparable project identified, provide:
 - (a) Description of project.
 - (b) Role of the firm.
 - (c) Project's original contracted construction cost and final construction cost.
 - (d) Construction original start and completion dates and actual construction start and completion dates.
 - (e) Project Owner.
 - (f) Reference information (Owner/Owner's Representative directly responsible for managing the project).
- Identify the location of the firm's principal office, and percent of the work expected to be done locally.
- Discuss support personnel and their experience.
- Discuss facilities, equipment, and tools at your disposal.
- List of all the Guam projects where the firm/team provided Design- Build, design or construction services in the last five years either completed or ongoing.

F. Overall Quality of SOQ

The overall evaluation of the Design-Build team and its perceived ability to provide the required services will be considered along with the evaluator's perception of the clarity, completeness and presentation of the Statement of Qualifications.

This is to be determined by the selection panel members. No submittal response is required. INFORMATION OBTAINED FROM THE STATEMENT OF QUALIFICATIONS AND FROM ANY OTHER RELEVANT SOURCE, MAY BE USED IN THE EVALUATION AND SELECTION PROCESS.

G. Additional Information (Pass/Fail): The Design-Build SOQ shall include the information requested below. Failure to provide the information requested may result in the SOQ being considered non-responsive.

- **EXCEPTIONS – THE DESIGN-BUILDER SHALL CERTIFY THAT IT TAKES NO EXCEPTIONS TO THE RFP OR STANDARD CONTRACT THAT WOULD PRECLUDE THEM FROM EXECUTING THE CONTRACT WITH THE JUDICIARY.**
- Addenda – The Design-Builder shall confirm, in their cover letter, receipt of all addenda issued under this RFP. It is the Design-Builder’s sole responsibility to confirm all addenda issued to the RFP.
- JUDICIARY understands the existence of a number of possibilities for legally qualified Design-Build entities. The entity signing the Design-Build contract must be a licensed contractor in the Territory of Guam. The Design-Builder shall identify which entity they are submitting as. JUDICIARY will accept proposals from the following:
 1. **Constructor-Architect/Engineer:** Under this Design-Build organizational format, the Design-Builder is a licensed contractor who holds the appropriate license for the scope of work of this project and retains an architectural/engineering sub-consultant to perform necessary design services and retains subcontractors to complete the project.
 2. **Engineer/Architect-Constructor:** Under this Design-Build format, the Design-Builder is an architect/engineer and subcontracts with a constructor and subcontractors to complete the project.
 3. **Limited Partnership-Joint Venture:** Under this format, separate entities form a limited partnership or a joint venture (a general partnership) and the combined entity is the Design-Builder. The Design-Builder retains subcontractors to complete the project.
 4. **Existing Design-Build Corporations:** Under this format, existing Design-Build Corporation is structured such that the corporation is licensed to perform Design-Build services and the engineering and construction expertise is already contained within the team’s operating organization format. The Design-Build Corporation retains subcontractors for completion of the project.
 - Include financial arrangements under any Joint Venture agreement.
 - **Bonding Requirements:** Submit evidence establishing that the respondent has the capacity to obtain all required payment and performance bonding, liability insurance, and errors and omissions insurance, as well as a financial statement assuring JUDICIARY that the Design-Builder has the capacity to complete the project.

- Declaration: Provide a declaration that the Design-Builder has not had a surety company finish work on any project within the past five (5) years.
- Declaration: Provide a declaration providing detail for the past five (5) years concerning the following:
 - (A) Civil or criminal violations of the Occupational Safety and Health Act against any member of the Design-Build entity.
 - (B) Civil or criminal violations of the Contractor's State License Law against any member of the Design-Build entity.
 - (C) Any conviction of any member of the Design-Build entity of submitting a false or fraudulent claim to a public agency.
- Civil or criminal violations of federal or state law governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions ACT (FICA) withholding requirements, state disability insurance withholding, or unemployment insurance payment requirements against any member of the Design-Build entity.
- Civil or criminal violations of federal or state law against any member of the Design-Build entity governing equal opportunity employment, contracting or subcontracting.
- Declaration: Provide a declaration that the Design-Builder will comply with all other provisions of the law applicable to the project. The declaration shall state that reasonable diligence has been used in its preparation and that it is true and complete to the best of the signer's knowledge.

H. Past Performance Verification Form (PPVF)

JUDICIARY desires to receive feedback on past performance of your projects. Mail or fax a copy of the attached Past Performance Verification form to Public/Private Agencies, for which you have substantially completed similar work, to fill out a copy of the PPVF for three (3) similar projects. Provide this form to the Owner, or Owner's representative, directly responsible for oversight of the project to complete and submit via mail or fax prior to the date and time listed on the form. If your firm has completed previous similar work for the Judiciary of Guam it is recommended that you utilize this experience. If your firm has not completed prior projects with JUDICIARY you will not be penalized.

Please list the agency or firm name, address, phone number and contact information for the Agency that will be providing the Past Performance Verification Form on attached **Exhibit A** and include as an appendix to the SOQ. Past Performance Verification Forms will only be accepted from the Agencies listed on **Exhibit A**.

Zero points will be awarded for projects:

- If Exhibit A is not included in the SOQ.
- If a PPVF is received after the date and time specified on the form.
- If a project is not listed on **Exhibit A**.
- If a project submitted is not substantially complete.
- If the firm submitting was not the prime Architect/Engineer, Contractor, or Design-Builder.
- If the person responding was not directly responsible for project oversight.

It is the responsibility of the firm submitting the SOQ to ensure that the JUDICIARY receives all of the Past Performance Verification Forms prior to the deadline.

I. JUDICIARY OF GUAM CONTACT

Questions may be directed to Gloria Long, Procurement & Facilities Management Administrator, Guam Judiciary Center, 120 W O'Brien Drive, Hagatna, Guam 96910.

- Email: Glong@guamcourts.org

All questions must be received in writing by JUDICIARY no less than five (5) working days prior to the SOQ submittal due date.

J. TERMS AND CONDITIONS

This RFQ does not commit JUDICIARY to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services.

K. JUDICIARY reserves the right to extend the date by which the submittals are due.

L. JUDICIARY reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If JUDICIARY cancels or revises the RFP all potential Respondents of record will be notified in writing by JUDICIARY.

- M. All submittals become the property of JUDICIARY. Pursuant to Guam Procurement Law, except for the name of firms on the final list, no information contained in a Statement of Qualifications shall be made public until after award and execution of a contract with a Design-Builder.
- N. JUDICIARY reserves the right to request additional information and/or clarifications from any or all Respondents to this RFP.

Firms shall confirm receipt of all addenda issued to this RFP in its cover letter submitted with its Statement of Qualifications. It is the Firm's sole responsibility to confirm receipt of all addenda issued to the RFP. Failure to do so will result in the proposal being declared non-responsive. Firms will be notified of addenda by fax and/or email. If addenda are issued they will be published on the JUDICIARY Website at:

<http://www.guamcourts.org>

Attachments:

Exhibit A: Past Performance Verification Evaluation Submittals

Performance Verification Form

Preliminary Project Description

Exhibit B: Project Space Program

Selection Criteria – SOQ scoring for D-B Project

Design-Build Contract

General Terms and Conditions

Performance Bond Form

Major Shareholders Affidavit Form

Affidavit of Non-Collusion Form



JOSHUA F. TENORIO,
Administrator of the Courts

5/31/16
DATE

EXHIBIT A

Past Performance Verification Evaluation Submittals

EXHIBIT A
PAST PERFORMANCE VERIFICATION FORM (PPVF)

Directions: Request Public/Private Agencies, for which you have substantially completed (design for A/E, construction for PM/CM, CM@R or Design-Builder) similar work, to fill out a copy of the PPVF for three (3) similar projects. Provide this form to the Owner or Owner's representative directly responsible for oversight of the project to complete and submit via mail or fax prior to the date and time listed below. If the form is received after the date and time specified it will not be accepted. If your firm has completed previous similar work for the Judiciary of Guam (JUDICIARY) it is recommended that you utilize this experience. If your firm has not completed prior projects with JUDICIARY you will not be penalized.

SOQ Due Date and Time:

PROJECT NAME:

PROJECT ROLE SUBMITTING FOR: (circle one) A/E PM/CM CM@R Design-Builder

NAME OF COMPANY TO BE EVALUATED: _____

NAME OF AGENCY OR FIRM SUBMITTING EVALUATION: _____

NAME/PHONE NUMBER OF PERSON SUBMITTING EVALUATION: _____

NAME OF PROJECT AND DATE SUBSTANTIALLY COMPLETED:

QUESTIONS:

1. Has the above referenced project reached substantial completion? (circle one) Yes No
2. What project delivery method was utilized? (circle one) Design-Bid-Build Design-Build CM@R

What type of services did this firm provide on the project referenced?

3. On a scale of 1 to 10 (1 being lowest, 10 highest), rate this company's performance on the following:

- a. How would you rate work performed by this firm on your project? _____
- b. Was the project completed on time? _____
- c. Was the project completed within budget? _____
- d. What was the quality of the work performed? _____
- e. Was staff proactive in solving problems that may have occurred on your project? _____
- f. What was the extent of staff turnover? (10 = low staff turnover, 1 = high staff turnover) _____
- g. Would you be willing to contract with this firm again? (10 = Yes, 1 = No) _____

TOTAL POINTS _____

4. Any additional comments. _____

Please email to mantonio@guamcourts.org or fax to (671) 477-8009 by the date and time shown above.

EXHIBIT A

PAST PERFORMANCE VERIFICATION EVALUATION SUBMITTALS

LIST OF THOSE AGENCIES OR FIRMS WHO WILL BE SUBMITTING EVALUATIONS TO TOWN

Please list the agency or firm name, address, phone number and contact information for the firms that will be providing the Past Performance Verification Form. It is the **responsibility of the firm** to ensure that JUDICIARY receives all of the Past Performance Verification Forms prior to the SOQ submittal deadline. Failure to provide evaluations by date and time specified will result in no score for that specific evaluation.

1. _____

2. _____

3. _____

**Selection Criteria
SOQ Scoring for D-B
Project**

Project Name: Judicial Education Center
RFP No.: 16-07
Evaluation Scores for Design-Build Team Submittals
Date: June 1, 2016

	Possible Points	Firm 1	Firm 2	Firm 3	Firm 4	Firm 5
Project Understanding	20					
Project Management Approach	20					
Procurement	15					
Proposed Project Manager	10					
Proposed Project Staff	5					
Business History	10					
Quality of Statement of Qualifications	5					
Past Performance Verification Form (PPVF) #1	5					
Past Performance Verification Form (PPVF) #2	5					
Past Performance Verification Form (PPVF) #3	5					
Exceptions	Pass /Fail					
Addenda (Receipt of any or all Addendums)	Pass/ Fail					
Design-Build Entity Listed	Pass/ Fail					
Bonding Requirements (Evidence submitted)	Pass/ Fail					
Declarations	Pass/ Fail					
Total Score	100	0	0	0	0	0
Rank						

Preliminary Project Description

PRELIMINARY PROJECT DESCRIPTION

Project Name: Judiciary Education Center

RFP Number: 16-07

Contact Person: Gloria J .Long, Procurement & Facilities Mgmt. Administrator

Address: Guam Judicial Center, 120 W O'Brien

Dr. Hagatna, Guam 96910

Email: glong@guamcourts.org

Project description: Please See the Attached JEC Space Program Exhibit B

Total project budget: \$100,000

Source of funding: Judicial Building Fund

Project schedule:

Planned date of design start: 7/1/2016 or sooner

Planned date of design completion: 8/1/2016 or sooner

Planned date of construction start: 8/15/2016 or sooner

Planned date of construction completion: 11/30/2016 or sooner

EXHIBIT B

Project Space Program

Exhibit B (RFP 16-07)

Alteration of Office Space

Guam Judicial Education Center

I. THE PROJECT SPACE PROGRAM

- A. Alteration of the existing book display and reading room of the Guam Law Library into classrooms for use by court employees.
1. Layout shall be centered on the design of classroom space, with built-in flexibility for the large classroom to be subdivided into three smaller classrooms:
 - a. One computer lab, with a capacity of between 10 to 20 people;
 - b. Two larger classrooms, with a capacity of between 25-30 people each with operable partition door so room can be expanded to one large room. Partition door and track must be durable enough to allow for regular space reconfiguration and provide a sound barrier when employed.
 1. Wall finishes should be able to accommodate the use of post-it easel paper or may incorporate rails for the use of easels in training.
 - c. Provisions (power, data, etc.) for smartboards, Clock, laptop and projector.
 - d. Acoustical treatment, including the use of window treatment or curtains against the wall of the main classroom.
 - e. Each classroom shall have provisions for power, data, communications, to include internet and video telecom.
 - f. Split a/c units for each classroom. Maximize existing units.
 2. Existing conference room and offices (2) are to remain. Finishes to be upgraded to match and be consistent with newly created space. One room requires an air conditioner.
 3. Provide 2 unisex toilets, ADA compliant. and drinking fountain as required.

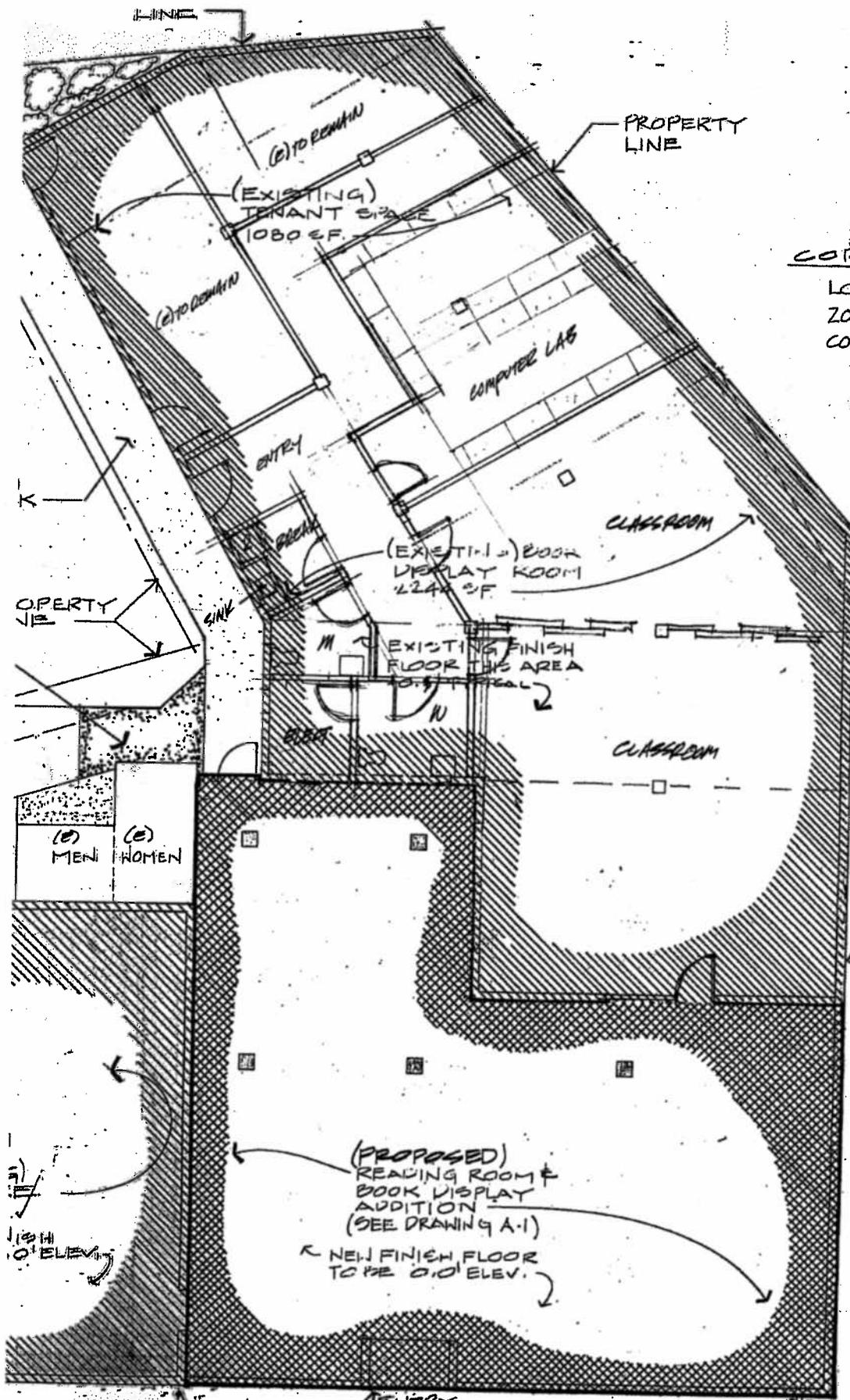
4. Provide kitchenette with sink and laminate counters, outlets for coffee appliance, refrigerator, microwave, and storage cabinets above and below counters.
5. To the extent feasible, retain:
 - a. Existing lights reuse if possible in drop ceilings
 - b. Flooring retain where possible, add commercial grade carpet at classrooms and Office floors.
6. Provide exterior wall mounted building signage to Read Guam Judicial Education Center with Guam Judiciary Logo,
7. Demolition and removal:
 - a. Revise transition between classroom and Library. Demolition of the the existing ramp structure is desired but a transition is needed to allow for this is to serve as the second exit. A door is needed to formalize separation of the Classroom from the law library space.
 - b. Library shelves, study carrels, and other fixtures, furnishings, and equipment (FF&E) are to be removed by Owner.
8. Contractor to install owner purchased FF&E items as requested.
9. Provide suspended acoustical ceiling and add repurposed light fixtures.
10. Electricity and water will be provided by the existing facility, temporary meters are not required to be provided.
11. Paint all walls. Repair and paint all interior walls affected construction requiring patch and repair due to construction work.
12. Movable acoustical partitions shall be shown in the drawings as an additive bid item, but structural support for them shall be included in the base scope.
13. Provide Electrical Room to house existing panels and equipment on wall, and provide for data stub outs for future hardwired connection to the courthouse. (WiFi is intended to serve as an interim solution).
 - a. Relocate equipment on wall as necessary.
 - b. Provide data and voice conduits run to the Computer training center.

- c. Provide data and voice conduits to each class room for smartboard, and laptop/video conferencing/telephone use.
 - d. Allocate space for future fiber optic connection installation, and telephone service.
 - e. Provide electrical outlets sufficient for Computer training center (10-20 users), and Class rooms for smart board, wall mounted clock at rear of class room, instructor laptop and projector, and student laptop, device usage.
14. Carpeting is to employ the use of carpet tiles which allow for the replacement of soiled or worn areas on a tile by tile basis.
15. Civil design is not anticipated to be needed and is not included in the scope of work being requested.

Work is to be performed with Minimal disruption to the existing law library operation.

Work to be performed is restricted to the renovated space. No changes to the electrical, emergency generator, or other existing systems in use by the law library are anticipated.

Judicial Education
Center
Concept Sketch



CODE INFORM

LOT NO. _____

ZONING _____

CONSTRUCTION T

00/26/16
NO SCALE

PROPERTY
LINE

PROPERTY
LINE

PROPERTY
LINE

(e) MEN (e) WOMEN

(PROPOSED)
READING ROOM &
BOOK DISPLAY
ADDITION
(SEE DRAWING A-1)
NEW FINISH FLOOR
TO BE 0.01 ELEV.

1.5H
0.1 ELEV.

ENTRY

MATCH
EXISTING

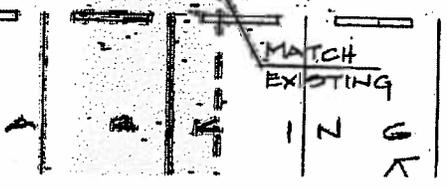
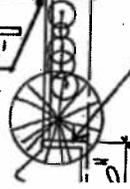
VARY ASPHALT
PAVING TO MATCH
CONC. ENTRY STAIRS

-0.93'

6" THK CMU
TRASH
ENCLOSURE
4'-0" HIGH



STALLS



GENERAL TERMS AND CONDITIONS

JUDICIARY OF GUAM
GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS

RFP Solicitation and Award

ONLY THOSE BOXES CHECKED BELOW ARE APPLICABLE TO THIS RFP.

- (x) 1. **AUTHORITY:** This solicitation is issued subject to all the provisions of the Judicial Council of Guam Procurement Regulations. The RFP requires all parties involved in the preparation, negotiation, performance, or administration of contract 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 offeror to provide the Judiciary of Guam with specified services or with materials, supplies, or equipment completely assembled and ready for use.
- (x) 3. **TAXES:** Offerors 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:** Offerors are cautioned that the Judiciary of Guam will not consider for award any offer submitted by an offeror/ who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the other Director of Revenue and Taxation. A copy of the business license and/or certificate should be submitted with the proposal and must be received prior to award of contract.
- (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.
- (x) 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Offerors shall comply with all specifications and other requirements of the Solicitation.
- (x) 7. **INDEPENDENT PRICE DETERMINATION:** The offeror, upon signing the RFP, certifies that the prices in his proposal were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law.
- (x) 8. **RFP ENVELOPE:** Envelope shall be sealed and marked with the offeror's name, RFP Number, time, date and place of submission.

- (x) 9. **MAJOR SHAREHOLDER DISCLOSURE AFFIDAVIT:** Each person submitting a proposal for any portion of the work covered by the RFP documents shall execute an affidavit on the form provided when the person(s) who have held more than ten percent (10%) of the company's shares during the past twelve (12) months. Such affidavit shall be attached to the proposal. **Failure to submit with the proposal shall be disqualified from the RFP.**

- (x) 10. **NON-COLLUSION AFFIDAVIT:** Each person submitting a proposal for any portion of the work covered by the RFP documents shall execute an affidavit on the form provided, certifying to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal. **Failure to submit with the proposal shall be disqualified from the RFP.**

- (x) 11. **COMPETENCY OF OFFERORS:** Proposals will be considered only from such offerors who, in the opinion of the Judiciary of Guam, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.

- (x) 12. **DETERMINATION OF RESPONSIBILITY OF OFFERORS:** The Administrator of the Courts reserves the right for securing from offerors 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 13 of these General Terms and Conditions.

- (x) 13. **AWARD, CANCELLATION & REJECTION:** Award shall be made to the best qualified offeror, whose proposal is determined to be the most advantageous to the Judiciary of Guam, taking into consideration the evaluation factors set forth in the Solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Judiciary of Guam may require to waive any minor irregularity in the proposal received. The Administrator of the Courts shall have the authority to award, cancel or reject proposals, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the most best qualified offeror within the specified time for acceptance as indicated in the Solicitation, results in a binding contract without further action by either party. It is the policy of the Judiciary of Guam to award the contracts to best qualified offerors. No award shall be made under this Solicitation which shall require advance payment or irrevocable letter of credit from the Government.

- (x) 14. **INSPECTION:** All supplies, materials, equipment or services delivered under this contract shall be subject to the inspection and/or test conducted by the Judiciary of Guam 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 Judiciary of Guam shall have the right to reject items or require that they be corrected. The number of days required for corrections will be determined by the Judiciary of Guam.

- (x) 15. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The offeror or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Judiciary of Guam 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.
- (x) 16. **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.
- (x) 17. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national of 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 of origin.
- (x) 18. **COMPLIANCE WITH LAWS:** Offeror awarded a contract under this Solicitation shall comply with the applicable standards, 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) 19. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Judiciary of Guam 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.
- (x) 20. **JUSTIFICATION OF DELAY:** Offerors 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 offeror is not able to meet the specified delivery date, he is required to notify the Administrator of the Courts of such delay. Notification shall be in writing and shall be received by the Administrator of the Courts 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 Judiciary of Guam reserves the right to reject delay justification if, in the opinion of the Administrator of the Courts, such justification is not adequate.

(x) 21. **PROTEST:** (a) Any aggrieved party who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, and who wishes to pursue a protest shall file a written protest with the Purchasing Officer. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knew or should have known of the facts giving rise to the protest. (b)The Purchasing Officer shall have the authority to settle and resolve a protest. (c) If the protest is not resolved by mutual agreement, the Purchasing Officer shall issue a decision in writing within thirty (30) days of receipt of the protest. If no written decision has been issued by the Purchasing Officer at the expiration of the thirty (30) day period, such shall be considered an adverse decision. (d) Upon the issuance of an adverse decision by the Purchasing Officer, or upon the expiration of the thirty (30) day period after filing of the complaint, the aggrieved party may file an action in the Superior Court of Guam for appropriate relief within fourteen (14) days of such adverse decision or expiration of time.

(x) 22. **RESTRICTIONS AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS:** The Contractor must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry; and 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.

(x) 23. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm received a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____

Title: _____

Address _____

Telephone: _____

PERFORMANCE BOND FORM

JUDICIARY OF GUAM
GOVERNMENT OF GUAM
JUDICIAL BUILDING
120 WEST O'BRIEN DRIVE
HAGATNA, GUAM 96910

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that (here insert full name and address or legal title of Contractor)

_____ as
Principal, hereinafter called, Contractor, and (Bonding Company), _____, a
duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called Surety, are held and firmly
bound unto the Judiciary of Guam as Obligee, in the amount of _____
Dollars (\$ _____) for the payment whereof the Contractor and the Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20_____,
entered into a contract with the Territory of Guam for (describe project and insert project
number) _____ which contract is by reference made a part hereof, and is
hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly
and faithfully perform said Contract then this obligation shall be null and void, otherwise it shall remain in full force
and effect. The Surety hereby waives notice of any alteration or extension provided the same is within the scope of the
contract. Whenever Contractor shall be and is declared by the Territory of Guam to be in default under the Contract,
the Territory of Guam having performed territorial obligations thereunder, the Surety may promptly remedy the
default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon
determination by the Territory of Guam and the Surety jointly of the lowest responsive, responsible bidder,
arrange for a contract between such bidder and the Territory of Guam, and make available as work progress
(even though there should be a default or a succession of defaults under the contract or contracts of
completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of
the contract price; but not exceeding, including other costs and damages for which the Surety may be liable
hereunder, the amount set forth in the first paragraph hereof. The term Abalance of the contract price, @ as use
in this paragraph shall mean the total amount payable by the Territory of Guam to Contractor under the
Contract and any amendments thereto, less the amount properly paid by the Territory of Guam to Contractor.
No right of action shall accrue on this bond to or for the use of any person or corporation other than the
Territory of Guam.

Signed and sealed this _____ day of _____, 20_____

(SEAL) (PRINCIPAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(MAJOR OFFICER OF SURETY)

(TITLE)

(TITLE)

AGENT)

(RESIDENT GENERAL

INSTRUCTIONS TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two(2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to the Judiciary of Guam Procurement Section, it should be accompanied with copies of the following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
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 whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and bids will be rejected.

**NON-COLLUSION AFFIDAVIT
FORM**

FORM OF NON-COLLUSION AFFIDAVIT

AFFIDAVIT

(Prime Bidder)

STATE OF _____)
) ss.
CITY OF _____)

_____, being first duly sworn, deposes and says:

That he is _____
(a partner or officer of firm of, etc.)

that the party making foregoing proposal or bid for _____, that such proposal or bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix profit, overhead or cost element of said bid price of affiant or of that of any other bidder, or to secure any advantage against the Judiciary of Guam or any person interested in proposed contract, and that all statements in said proposal or bid are true.

Signature of _____

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary Public

My commission expires _____, 20__.

**MAJOR SHAREHOLDER DISCLOSURE
AFFIDAVIT FORM**

SPECIAL PROVISIONS

All bidders are required to submit a current affidavit as required below, failure to do so will mean disqualification and rejection of the bid.

Excerpt from PL 1844

Section 44. A new Section 6961.3 is added to the Government Code to read:

ASection 6961.3. Disclosure of major shareholders. As a condition of bidding, 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. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship or corporation which have been held by each such person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying.@

NOTE: Each affidavit is only good for the month within which it was prepared and notarized.

EXAMPLE:

1. A bidder intends to participate in bids schedule for October 05, 15, and 25, 2003. He has to prepare and submit a **NEW AFFIDAVIT ON OCTOBER 05** and may submit **COPIES** of affidavit on the bids for October 15 and 25.
2. A bidder intends to participate in bid scheduled for October 20 and November 05, 2003. He has to submit a **NEW NOTARIZED AFFIDAVIT** for **EACH BID**.

MAJOR SHAREHOLDERS DISCLOSURE AFFIDAVIT

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

I, the undersigned, _____, being first duly sworn, deposes and says:

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

Table with columns: Name, Address, Shares Held, Percentage of. Includes a row for Total Number of Shares.

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

Table with columns: Name, Address, Compensation, Amount of Gratuity or Other.

Further, affiant sayeth naught.

Date: _____

Signature of individual if bidder is a sole proprietorship; Partner, if the bidder is a partnership; Officer, if the bidder is a corporation.

Subscribed and sworn to before me this _____ day of _____, 20_____.

By: _____

Notary Public _____
In and for the Territory of _____
My commission expires: _____

Design-Build Contract

JUDICIARY OF GUAM

DESIGN-BUILD SERVICES CONTRACT

For

Project Name: JUDICIAL EDUCATION CENTER

RFP No.: 16-07

Date: June 1, 2016

LIST OF EXHIBITS

Exhibit A	Scope of Work
Exhibit B	Pre-Construction Phase Services
Exhibit C	Schedule
Exhibit D	Guaranteed Maximum Price (GMP) Proposal
Exhibit E	List of Construction Allowance Items
Exhibit F	List of Contract Documents
Exhibit G	Site Description
Exhibit H	Design-Builder Team and Key Personnel
Exhibit I	Billing Rates
Exhibit J	Designation of JUDICIARY's Authorized Representative
Exhibit K	Insurance Requirements
Exhibit L	Performance Bond
Exhibit M	Affidavit Regarding Settlement of Claims
Exhibit N	Total Project Cost

AGREEMENT FOR DESIGN-BUILD SERVICES

This Design-Build Contract (the "Contract") is entered into this ___ day of , 2016, by and between the Judiciary of Guam ("Judiciary") and _____(the "Design-Builder").

RECITALS

JUDICIARY issued a Request for Proposals dated pursuant to which JUDICIARY solicited statements of qualifications from Design-Build firms to design and construct the Judicial Learning Center Project to be located in Hagatna, Guam (the "Project").

JUDICIARY has selected the Design-Builder to provide the programming, design; engineering and construction services set forth in this Contract and the Contract Documents.

The Design-Builder is ready, willing and able to provide the services required in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1.0 GENERAL PROVISIONS

1.1 EXECUTION, CORRELATION AND INTENT

Execution of Contract. Execution of this Contract by the Design-Builder is a representation that the Design-Builder has visited the site and become familiar with the local conditions under which the Work is to be performed.

1.2 PHASED CONTRACT

This Contract consists of two discreet phases: (i) the pre-construction phase and (ii) the construction phase. The Design-Builder shall be compensated on a lump sum basis for the pre- construction phase of this Contract. At or before the conclusion of the pre-construction phase JUDICIARY shall negotiate a Guaranteed Maximum Price ("GMP") for the construction phase.

IF JUDICIARY and the Design-Builder cannot, after good faith efforts, agree on a GMP for the construction phase, JUDICIARY shall be free to publicly bid the construction phase utilizing the Construction Documents as defined below.

1.3 DEFINITIONS

- 1.3.1 "Addenda" means written or graphic instruments issued prior to the opening of statements of Qualifications, Proposals or Bids which make additions, deletions or revisions to those or Contract Documents.
- 1.3.2 "Allowance Items" means those items included in the GMP as allowances, as more fully described on Exhibit E attached hereto and incorporated herein by reference.
- 1.3.3 "Change Directive" means a written order signed by JUDICIARY directing a change in the Work. A Change Directive shall state a proposed basis for adjustment, if any, in the GMP and/or Schedule. JUDICIARY may order changes in the Work within the general scope of the Contract, and a Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- 1.3.4 "Change Order" means a written order signed by the Design-Builder and JUDICIARY authorizing a change in the Work, which also may adjust the GMP and/or the Schedule, and which shall constitute a Modification. The GMP and/or Time Schedule may be changed only by Change Order.
- 1.3.5 "Change Proposal" means a proposal for a Change Order submitted by the Design-Builder to JUDICIARY, either at the request of JUDICIARY, or at the Design-Builder's own initiative.
- 1.3.6 "Construction Documents" means the plans and specifications prepared by the Design-Builder for construction of the Project. The Construction Documents shall set forth in detail all items necessary to complete the construction of the Project in accordance with the Contract Documents (subject to their completion following commencement of the Construction Phase). All amendments and modifications to the Plans and Specifications must be approved by JUDICIARY prior to incorporation into this Contract.
- 1.3.7 "Construction Notice to Proceed" means the notice given by JUDICIARY to the Design-Builder stating that the Site is available to the Design-Builder and directing the Design-Builder to commence construction of the Project.
- 1.3.8 "Construction Phase" means the period set forth in the Time Schedule beginning with the issuance of the Construction Notice to Proceed and ending on the date of Final Completion of the Project.

- 1.3.9 "Construction Work" means that portion of the Work consisting of the provision of labor, materials, equipment and services provided in connection with the construction of the Project as set forth in the Contract Documents.
- 1.3.10 "Contract" means this Design-Build Contract and all Change Orders and/or modifications hereto executed by the Parties.
- 1.3.11 "Contract Documents" means those documents set forth on Exhibit F, all of which, together with this Contract, form the entire integrated agreement between JUDICIARY and the Design- Builder. Exhibit F shall be updated by the Parties as additional Project-related documents are prepared.
- 1.3.12 "Contract Time" means the period of time, including authorized adjustments, allotted in the Schedule for the Substantial Completion of the Work.
- 1.3.13 "Cost of the Work" consists of those items of Work, which are paid for by JUDICIARY to the Design-Builder, and consist of those categories of costs set forth as allowable on Exhibit L.
- 1.3.14 "CPI" means the United States Consumer Price Index for All Urban Consumers (CPI-U) U.S. City Average published by the U.S. Department of Labor, Bureau of Labor Statistics.
- 1.3.15 "CPM" means a critical path method schedule in the form of precedents, networks and time sequences.
- 1.3.16 "Day" or "Days" means calendar days.
- 1.3.17 "Delay Costs" means those items of Cost of the Work attributable to an Excusable Delay for which JUDICIARY is responsible and which are payable by JUDICIARY to the Design-Builder pursuant to a Change Order as provided in Article 6.
- 1.3.18 "Design Materials" means any and all documents, shop drawings, electronic information, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by the Design-Builder (a) to JUDICIARY under the Contract Documents or (b) developed or prepared by the Design-Builder specifically to discharge its duties under the Contract Documents.
- 1.3.19 "Design Phase" means the period set forth in the Time Schedule commencing with the Design- Builder's receipt of a Notice to Begin Design and ending upon the date JUDICIARY approves the Construction Documents.

- 1.3.20 "Design Work" means that portion of the Work consisting of the programming and design services required to be provided in connection with the design of the Project as set forth in the Contract Documents, and subcontracted by the Design-Builder to the Architect or Engineer, which shall be performed consistent with the standards of professional care exercised by national design firms.
- 1.3.21 "Fee" means the profit payable to the Design-Builder, which is a part of the GMP, as more fully described on Exhibit D attached hereto.
- 1.3.22 "Final Completion" means the point at which the Work has been completed in accordance with the terms and conditions of the Contract Documents, including Punch list items and delivery of all "Close-Out documents" required by the Contract Documents and this Contract.
- 1.3.23 "Force Majeure" means labor dispute, fire, unusual delay in transportation or delivery, unavoidable casualty, flood, typhoon (assuming Design-Builder has taken reasonable precautions), earthquake, epidemic, civil disturbance, war, freight embargo, riot, sabotage (by persons other than the Design-Builder and Subcontractors), or any other similar act or condition, in each case only to the extent the event in question is beyond the control of and without the fault or negligence of the Design-Builder. A labor shortage or material shortage is not force majeure.
- 1.3.24 "Indemnified Parties" means JUDICIARY, its agents, officers, and employees.
- 1.3.25 "Indirect Costs" means that portion of the GMP contract amount identified for General Conditions, Bonds, GRT Taxes, Insurance, and the Fee.
- 1.3.26 "General Conditions" are those costs generated away from the site that are not directly related to accomplishing the work on site associated with Specification Divisions 1-16.
- 1.3.27 "Guaranteed Maximum Price" (GMP) means the contract amount that the Design-Builder shall not exceed, as adjusted by approved change order in accordance with Article 6. The Design-Builder does not guarantee that any Allowance Item will not change, but agrees that it alone will be responsible for paying all costs of completing the Work that exceed the GMP, as adjusted in accordance with the Contract Documents. Documents used as the basis for the GMP are identified in Exhibit F.
- 1.3.28 "Modification" means a Change Order to this Contract executed by the parties after the date hereof.
- 1.3.29 "Notice to Begin Design" means the notice given by JUDICIARY to the Design-Builder stating that the Design-Builder is authorized to begin the design of the Project.

- 1.3.30 "Party" or "Parties" means JUDICIARY and/or the Design-Builder, their respective permitted successors and/or assigns, and any other future signatories to this Contract.
- 1.3.31 "Preconstruction Services" means those services performed by the Design-Builder prior to work beginning on the Site. These services are negotiated separately and are not a part of the GMP.
- 1.3.32 "Project" means the facilities to be known as the Judicial Learning Center, together with all on- site and off-site infrastructure, site improvements and appurtenances to be designed, constructed and installed in connection therewith, as more fully set forth and described in the Contract Documents and as are required thereby or reasonably inferred there from.
- 1.3.33 "Project Manager" (PM" means a person or persons, employee, or firm retained by JUDICIARY as outlined in Exhibit J to provide project management/construction management services during design and construction of the Project.
- 1.3.34 "Punch List" means those minor items of Work to be completed after Substantial Completion and prior to Final Completion, which do not prevent the Project from being used for the purpose for which it is intended and which will not prevent the issuance of a Certificate of Substantial Completion/Certificate of Occupancy.
- 1.3.35 "Schedule" means the schedule attached hereto as Exhibit C which is a timeline for performance targeting rough dates for completion, pursuant to which the Design-Builder has agreed to complete the Work. If schedule modifications are required, the Schedule shall be adjusted pursuant to the provisions of the Contract Documents.
- 1.3.36 "Scope Change Costs" means those items of Cost of the Work attributable to changes in scope of the Work and payable by JUDICIARY to the Design-Builder pursuant to a Change Order, as provided in Article 6.
- 1.3.37 "Site" is the real property on which the Projects will be located, which is more fully described on Exhibit G hereto.
- 1.3.38 "Subcontract" means an agreement between the Contractor, the Architect, Engineer or the Design-Builder and another person or entity engaged to perform a portion of the Work.
- 1.3.39 "Subcontractor" means an individual or entity who has entered into an arrangement with either the Architect or Engineer, the Contractor or the Design-Builder for the provision of labor, materials or other services required to be performed by the Design-Builder under the Contract Documents.

- 1.3.40 "Substantial Completion" means the stage in progress of the Work when construction is sufficiently complete, in accordance with the Contract Documents as they may have been modified by any Change Orders agreed to by the parties, so that JUDICIARY may use or occupy the Project, or a designated portion thereof, for the purpose for which it was intended and a Certificate of Substantial Completion/Certificate of Occupancy has been issued.
- 1.3.41 "Total Project Cost" is the sum of the GMP Proposal and the Preconstruction Services.
- 1.3.42 "Work" means all labor materials and services required to be performed or provided by the Design-Builder, including Construction Work and Design Work, to complete the entire Project or the various separately identifiable parts thereof pursuant to the provisions of the Contract Documents, as fully outlined in Exhibit A.
- 1.3.43 "Working Days" means Days exclusive of Saturday, Sunday and JUDICIARY recognized legal holidays. Working Days shall be recognized in the Schedule.

2.0 SCOPE OF WORK

2.1 PERFORMANCE OF WORK

- 2.1.1 The Design-Builder accepts the relationship of trust and confidence established between it and JUDICIARY by this Contract. The Design-Builder agrees to furnish the design, architectural and/or engineering services and construction services set forth herein and agrees to furnish efficient business administration and superintendence, and to complete the Project in the best and soundest way and in the most expeditious and economical manner consistent with the interest of JUDICIARY.

The Design-Builder covenants and agrees that it shall be responsible for performing and completing the Work in accordance with this Contract, including all Exhibits, the Contract Documents and Applicable Laws. The Design-Builder covenants that the Design Work and the Design Materials provided thereunder shall be appropriate for the purposes of the Project. Although it is the responsibility of the Design-Builder to conform the Work to Applicable Laws at all times, to the extent there is a change in one or more Applicable Law after the date of establishment of the GMP or the Schedule, and such change has the effect of increasing the cost or time of performance of the Work, such change may be the subject of a Change Order under the provisions of Article 6 hereof. Additionally, the Design-Builder shall be responsible for achieving Substantial Completion of the Project by the date of Substantial Completion and Final Completion set forth in the Schedule, as the same may be extended from time to time pursuant to the provisions of this Contract.

2.1.2 The Design-Builder shall comply with Applicable Laws, and shall give applicable notices pertaining thereto. The Design-Builder shall prepare and file all documents required to obtain the necessary approvals of governmental authorities having jurisdiction over the Work and/or the Project and shall secure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution of the Work and completion of the Project. If and to the extent such entities impose charges after establishment of the GMP, such charges shall be paid by JUDICIARY, or shall be the subject of a Change Order to this Contract in accordance with the Change Order provisions of this Contract.

2.1.3 The Design-Builder shall secure and pay (as Cost of the Work) for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. To the extent there is a change in the type or cost of any of such permits, fees, licenses or inspection occurring after establishment of the GMP, there shall be an equitable adjustment in the GMP and Schedule on account of such change in accordance with the Change Order provisions of this Contract. The Design-Builder shall comply with and give notices required by Applicable Laws.

2.2 PROFESSIONAL STANDARD; OWNERSHIP OF DOCUMENTS

2.2.1 Standards of Performance. Design-Builder's Team and Key Personnel required by the Judiciary the purposes of this Project. Nothing in this Contract shall be construed to create any contractual liability between JUDICIARY and any Subcontractor, provided however it is understood and agreed that JUDICIARY is an intended third-party beneficiary of all contracts for design or engineering services, all Subcontracts, purchase orders and other Contracts between the Design-Builder and third parties. The Design-Builder shall incorporate the obligations of this Contract into its respective Subcontracts, supply agreements and purchase orders.

2.2.2 Use of Design Materials and Construction Documents.

2.2.2.1 JUDICIARY shall have unlimited rights to copy and use in connection with the Project all Design Materials and Construction Documents, including the right to use same on the Project at no additional cost to JUDICIARY, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Contract exclusive of amounts disputed by JUDICIARY in good faith. This right includes the right to use the Design Materials and Construction Documents to publicly bid the Project if JUDICIARY and the Design-Builder fail to agree on a GMP for the Project. The Design-Builder agrees to and does hereby grant to JUDICIARY and any assignee or successor of JUDICIARY as owner of the Project a royalty-free license to any Design

Materials or Construction Documents as to which the Design-Builder may assert any rights under the patent or copyright laws. The Design-Builder hereby assigns outright and exclusively to JUDICIARY all copyrights in the design appearance of the Project. The Design-Builder, as part of its agreements with any Subcontractor or consultant, will secure such license and use rights from each such entity, and shall defend, indemnify and hold JUDICIARY and any successors or assigns harmless from any claims from such for claims by such entities for copyright or patent infringement.

2.2.2.2 JUDICIARY shall indemnify and hold harmless the Design-Builder, its Subcontractors, consultants, and their respective agents and employees from and against all claims, liabilities, demands, actions, costs and expenses (including attorneys' and experts' fees and costs) (collectively, "Claims") arising from any use by JUDICIARY, its successors or assigns of such Design Materials or Construction Documents if reuse, modifications or amendments of any such Design Materials or Construction Documents are made without the prior consent and involvement of the Design Builder.

2.3 Patents, Trademarks, Copyrights

The Design-Builder shall pay, as a Cost of the Work, all applicable royalties and license fees on any and all matters arising in connection with the Work. The Design-Builder shall defend all suits or claims for infringement of patent, trademark, and copyrights against the Judiciary and other indemnified parties, and shall save the JUDICIARY harmless from loss on account thereof for any and all matters arising in connection with the Work or the Project (such costs to be paid as Cost of the Work), except with respect to any particular design process or the product of a particular manufacturer or manufacturers specified and required by JUDICIARY, other than pursuant to the recommendation or suggestion of the Design-Builder; provided however, if the Design-Builder has reason to believe that the design, process or product so specified is an infringement of a patent, the Design-Builder shall be responsible for any loss resulting unless the Design-Builder has provided JUDICIARY with prompt written notice of the Design-Builder's belief, and JUDICIARY has nevertheless elected to go forward with such design, process or product so specified.

2.4 LOCAL CONDITIONS; ENVIRONMENTAL SITE CONDITIONS

2.4.1 Local Conditions. The Design-Builder represents that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which are applicable to the Work such as (a) conditions bearing on transportation, disposal, handling and storage of materials; (b) the availability of labor, water, power and roads; (c) normal weather

conditions; (d) observable physical conditions at the Site; (e) the surface conditions of the ground; and (f) the character of equipment and facilities needed prior to and during the performance of the Work. To the extent the Design-Builder encounters subsurface or concealed conditions which differ materially from that which could reasonably have been determined from a site investigation by the Design-Builder on the date of this Contract or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Contract Documents, then notice by the Design-Builder shall be given to JUDICIARY promptly before conditions are disturbed and in no event later than four (4) Days after the first observance of the conditions if a Change Order is contemplated by the Design-Builder due to such condition. Such materially different conditions may entitle the Design-Builder to an equitable adjustment in the GMP and/or Schedule pursuant to the Change Order provisions of this Contract.

2.4.2 Hazardous Materials. The Parties' agreement as to the handling of Hazardous Materials discovered at the Site (and not brought there by the Design-Builder or Subcontractors) is set forth in Exhibit M hereto, and the only duties and responsibilities of the Design-Builder in connection therewith are as therein specified, notwithstanding any other provision of this Contract.

2.5 DESIGN SERVICES

The Design Services are set forth in detail in Exhibit A.

2.5.1 Schematic Design Documents. The Design-Builder shall provide schematic design documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work prepared by the Design-Builder. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The schematic design documents shall include a conceptual site plan and preliminary building plans, sections and elevations. At the Design-Builder's option, the schematic design documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. These documents shall be presented to JUDICIARY for review and approval.

2.5.2 Design Development Documents. The Design-Builder shall provide design development documents based on the approved schematic design documents and updated budget for the Cost of the Work. The design development documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and

elevations, typical construction details, and equipment layouts. The design development documents shall include specifications that identify major material and systems and establish in general their quality levels. These documents shall be presented to JUDICIARY for review and approval.

- 2.5.3 Construction Documents. The Design-Builder shall provide Construction Documents based on the approved design development documents and updated budget for the Cost of the Work.

The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include drawings and specifications that establish in detail the quality levels of materials and systems required for the Project. These documents shall be presented to JUDICIARY for review and approval.

- 2.5.4 Review of Construction Documents and Field Conditions. Notwithstanding review and approval by JUDICIARY, the Design-Builder shall be responsible for all errors, inconsistencies or omissions in the Construction Documents. The Design-Builder shall take field measurements and verify field conditions and shall carefully compare such field conditions and conditions and other information known to the Design-Builder with the Construction Documents before commencing activities. In order to meet the schedule for this project, the Design-Builder may issue multiple Construction Document packages to permit phased construction of the Project. JUDICIARY will facilitate this process by reviewing such packages on a timely basis. Such review and approval by JUDICIARY shall not relieve the Design-Builder of its obligation to coordinate all aspects of the work.

2.6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL

JUDICIARY's design-build budget for this Project is approximately ONE HUNDRED THOUSAND DOLLARS (\$100,000). During the formulation of the project and execution of the design the Design-Builder shall maintain cost controls to deliver the Project GMP within the design-build budget. Design-Builder shall complete the design such that the design-build GMP for the Project designed by the Design-Builder will not exceed the design-build budget. The Design-Builder shall not proceed from one phase to another unless the construction cost estimate for such phase is in compliance with the design-build budget or any approved revised design-build budget. If at any time during the design of the Project it appears that the cost of design and/or construction may exceed the design-build budget the Design-Builder shall immediately notify the PM in writing. If the GMP provided by the Design-Builder at any phase exceeds the design-build budget,

the Design- Builder shall value engineer the Project at no additional cost to JUDICIARY and to such extent that the GMP meets the design-build budget.

- 2.6.1 The Indirect Cost percentages associated with Items B - General Conditions, C - Fee, D I - Bonds Allowance, D2 - Insurance Allowance, and E – Gross Receipts Tax of the Guaranteed Maximum Price (GMP) Cost Model given in Exhibit D shall be negotiated prior to the execution of the construction phase of the Contract and shall be used in subsequent GMP Proposal development.
- 2.6.2 At the stage of design as approved by JUDICIARY and PM, the Design-Builder shall, if requested by JUDICIARY and PM, propose a GMP, which shall be the sum of the estimated Cost of the Work (Items AI -AS) and the Indirect Costs (Items B - E) as defined in the "Guaranteed Maximum Price (GMP) Cost Model" given in Exhibit D.
- 2.6.3 The preconstruction services shall be negotiated separately and shall include all costs, including indirect costs and fees associated with that phase of the work.
- 2.6.4 The Total Project Cost is the sum of the GMP Proposal and Preconstruction Services as defined in the Guaranteed Maximum Price (GMP) Cost Model given in Exhibit D.
- 2.6.5 The Design-Builder shall include with the GMP Proposal a written statement of its basis, which shall include:
 - 2.6.5.1 A list of the Design Materials and Construction Documents, including all addenda, which were used in preparation of the GMP Proposal;
 - 2.6.5.2 A list of allowances and a statement of their basis;
 - 2.6.5.3 A list of the assumptions and clarifications made by the Design-Builder in the preparation of the GMP Proposal to supplement the information contained in the Design Materials and Construction Documents;
 - 2.6.5.4 The date of Substantial Completion upon which the GMP Proposal is based and the Schedule of Work upon which the date of Substantial Completion is based;
 - 2.6.5.5 A schedule of applicable alternate prices;
 - 2.6.5.6 A schedule of applicable unit prices;
 - 2.6.5.7 A statement of Additional Services included, if any; and
 - 2.5.6.8 The time limit for acceptance of the GMP Proposal.

- 2.6.5.9 A list of the proposed personnel or positions that the Design-builder intends to station on the jobsite to manage the work.
- 2.6.6 The Design-Builder shall meet with JUDICIARY and the PM to review the GMP Proposal. In the event that JUDICIARY and PM discover any inconsistencies or inaccuracies in the information presented, JUDICIARY and PM shall promptly give written notice to the Design- Builder, who shall make appropriate adjustments to the GMP Proposal, its basis or both.
- 2.6.7 The GMP Proposal shall not become a part of this Contract until JUDICIARY accepts the GMP Proposal in writing by executing Change Order No. 1 on or before the date specified in the GMP Proposal for such acceptance.
- 2.6.8 Prior to JUDICIARY's acceptance of the Contractor's GMP Proposal, the Design-Builder shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Contract or as JUDICIARY and PM/CM may specifically authorize in writing.

Upon acceptance by JUDICIARY of the GMP Proposal, the GMP Proposal and its basis shall be set forth as Change Order No. 1. The GMP Proposal and the date of Substantial Completion shall be subject to modification in the Time Schedule by changes in the Work.

2.7 CONSTRUCTION SERVICES - COMMENCEMENT

If JUDICIARY and the Design-Builder agree upon a GMP, the Design-Builder shall furnish construction and construction administration for the Work for the Project in accordance with the terms and conditions of this Contract. The Construction Phase will commence upon the issuance by JUDICIARY of a written notice to proceed with construction. Construction shall not commence prior to execution of Change Order No. 1.

- 2.7.1 General. The Design-Builder shall provide everything required for the orderly progress and proper execution and completion of the Work and the Project in accordance with the requirements of the Contract Documents, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work, including, but not limited to, design services, labor, materials, equipment, furnishings, tools, construction equipment and machinery, utilities, transportation and other facilities and services.
- 2.7.2 Supervision. The Design-Builder shall supervise and direct the Work in accordance with its best skill and attention. The Design-Builder shall be solely responsible for and have

control over design and construction means, methods, techniques, sequences and procedures. The Design-Builder shall be responsible to JUDICIARY for the acts and omissions, negligence, fault or omission of the Design-Builder, the Design-Builder's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Design-Builder. The Design-Builder shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by tests, inspections or approvals required or performed by persons other than the Design-Builder.

- 2.7.3 Coordination. The Design-Builder shall coordinate design and construction requirements with governmental agencies, utilities, and all other parties either involved in infrastructure improvements or otherwise affected by the design and construction requirements.
- 2.7.4 Cooperation. The Design-Builder shall assist JUDICIARY's staff and PM, and reasonably cooperate with JUDICIARY's legal and financial Consultants and all other designated representatives during the design and construction of the Project.
- 2.7.5 Management. The Design-Builder shall implement suitable management systems and work plans for the Project relative to Project safety, quality assurance and managing and controlling the Work.
- 2.7.6 Reports. The Design-Builder shall prepare and submit to JUDICIARY, during both the Design Phase and the Construction Phase, monthly progress reports on the Work accomplished during the prior monthly period, which reports shall be prepared in a manner and in a format reasonably acceptable to JUDICIARY. Such reports shall be furnished at the time of submission of each monthly Application for Payment. As part of such report, the Design-Builder shall provide an updated CPM Schedule illustrating the progress which has been made, and specifically whether the Work is on schedule or behind schedule and actions being taken to correct Schedule slippage. The monthly report shall also set forth the Design-Builder's projected progress for the forthcoming month.
- 2.7.7 Subcontractor Selection Plan:

The Design Builder's Selection Plan for the use of Subcontractors shall be identified in Exhibit H.

2.8 CONSTRUCTION SERVICES - USE OF SITE

The Design-Builder shall, prior to on-site testing and inspection activities and prior to on-site mobilization for demolition and construction, prepare a mobilization plan for JUDICIARY's review and approval based upon information provided to the Design-Builder by JUDICIARY from time to time concerning the anticipated availability of the Site or portions thereof for tests and inspections to be performed in connection with the Project. The foregoing mobilization plan shall be revised from time to time as necessary to incorporate additional information on site availability provided by JUDICIARY. The Design-Builder shall confine operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Site with materials or equipment. The Design-Builder shall at all times confine its access and use of the Site to the areas designated by JUDICIARY from time to time as being delivered and available to the Design-Builder. Notwithstanding any other provision of this subsection, JUDICIARY acknowledges that the Schedule was developed based on certain representations of JUDICIARY regarding availability of the Site, or relevant portions thereof, at certain times, and to the extent that any or all of the Site is not available for the Design-Builder's activities on a timely basis, the Design-Builder may be entitled to an equitable adjustment in the GMP and/or Schedule in accordance with the Change Order provisions of this Contract.

2.9 CONSTRUCTION SERVICES - RUBBISH; DEBRIS; CLEANUP

During the performance of all on-site Work, the Design-Builder shall at all times, as a Cost of the Work, keep the Site and adjacent streets, properties and sidewalks reasonably free from waste materials, debris and/or rubbish, and shall employ adequate dust control measures. If accumulation of such materials, debris, rubbish or dust constitutes a nuisance or safety hazard or is otherwise objectionable in the reasonable opinion of JUDICIARY, the Design-Builder shall promptly remove them. Upon Substantial Completion of the Work, or any portion or component thereof, the Design-Builder shall remove from the Site, or applicable portion thereof, all tools, construction equipment, machinery, surplus materials, waste materials and rubbish and shall leave the Site ready for occupancy. If the Design-Builder fails to clean up as provided in the Contract Documents, JUDICIARY may do so and the cost thereof shall be charged to the Design-Builder as a Cost of the Work.

2.10 CONSTRUCTION SERVICES - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Documents and Samples at the Site. From and after commencement of the Construction Work, the Design-Builder shall maintain at the site one record copy of the Construction

Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Design Phase and Construction Phase. In addition, the Design-Builder shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to JUDICIARY upon completion of the Work.

2.10.1 Shop Drawings, Product Data and Samples.

2.10.1.1 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Design-Builder proposes to conform the construction to the Construction Documents.

2.10.1.2 The Design-Builder shall submit Shop Drawings, Product Data, Samples and similar submittals to PM for review. PM shall conduct such review so as to not delay the work. If Design-Builder believes PM's review of Shop Drawings, Product Data, Samples and similar submittals is causing a delay in the Work, Design-Builder shall notify PM in writing within 48 hours of the event causing the delay.

2.10.1.3 Responsibility. The Design-Builder shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by the PM's review and comment on Shop Drawings, Product Data, Samples or similar submittals unless the Design-Builder has specifically informed the PM of such deviation at the time of the submittal and the PM has given written approval to the specific deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the PM's review and comment thereof.

2.11 CONSTRUCTION SERVICES - TESTS AND INSPECTIONS

2.11.1 Initial Tests and Inspections. Tests, inspections and approvals of portions of the Construction Work required by the Contract Documents, Applicable Laws or normal construction practices shall be made at an appropriate time. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to JUDICIARY, or with the appropriate public authority, and the costs of such tests, inspections and approvals shall

be a Cost of the Work. The Design-Builder shall give the PM timely notice of when and where tests and inspections are to be made so that the PM may observe such procedures. All costs of tests, inspections or approvals imposed upon the Design-Builder by Applicable Laws which do not become requirements until after establishment of the GMP shall be an increase to the GMP in accordance with the Change Order provisions of this Contract.

2.11.2 Additional Tests and Inspections. If JUDICIARY or public authorities having jurisdiction determine that portions of the Construction Work require additional testing, inspection or approval beyond that required by subsection 2.10.1, the PM will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to JUDICIARY, and the Design-Builder shall give timely notice to the PM of when and where tests and inspections are to be made so the PM may observe such procedures. If such additional tests and/or inspections reveal failure of the portions of the Work to comply with the requirements of the Contract Documents, the costs of such tests and required correction shall be paid as a Cost of the Work, subject to the limitations set forth in Section 2.12 hereof. If the additional tests and/or inspections show that the portions of the Work comply with the requirements of the Contract Documents, the costs thereof shall be an increase to the GMP in accordance with the Change Order provisions of this Contract.

2.11.3 Required Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Design-Builder and promptly delivered to the PM.

2.11.4 Timing of Testing. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

2.12 CONSTRUCTION SERVICES - UNCOVERING OF CONSTRUCTION WORK

2.12.1 Uncovering. If a portion of the Construction Work is covered contrary to the PM's written request (such notice to be given in sufficient time in advance so as not to delay the Construction Work) or to requirements of the Contract Documents, it must, if required in writing by the PM, be uncovered for the PM's observation and be replaced without change in the Schedule or GMP; the costs of such uncovering and replacement shall be Cost of the Work.

2.12.2 Covering of Work Requested to be Observed. If a portion of the Construction Work has been covered which the PM has not specifically requested to observe prior to its being covered, the PM may request to see such Construction Work and it shall be uncovered by the Design-Builder. If such Construction Work is in accordance with the Contract

Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to JUDICIARY and shall increase the GMP. An appropriate time extension shall also be given. If such Construction Work is not in accordance with the Contract Documents, the Design-Builder shall pay such costs as Cost of the Work, unless such condition was caused by JUDICIARY or a separate Contractor in which event JUDICIARY shall be responsible for payment of such costs by appropriate Change Order, and an appropriate time extension shall also be given.

2.13 CONSTRUCTION SERVICES - CORRECTION OF WORK

2.13.1 Work Rejected by JUDICIARY. The Design-Builder shall promptly correct Construction Work rejected by the PM or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Design-Builder shall bear the costs of correcting such rejected Construction Work, as a Cost of the Work, including additional testing and inspection and compensation for services and expenses of JUDICIARY made necessary thereby.

2.13.2 Warranty. If within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties under the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Design-Builder shall correct it promptly after receipt of written notice from JUDICIARY to do so unless JUDICIARY has previously given the Design-Builder a specific written acceptance of such condition after JUDICIARY has been specifically informed in writing by the Design-Builder that the condition is not in accordance with the Contract Documents. This period of one year shall be extended with respect to portions of the Work first performed after Substantial Completion to one year after Substantial Completion of such Extended Work. This obligation shall survive acceptance of the Work under the Contract Documents and termination of this Contract. JUDICIARY shall give such notice promptly after discovery of the condition. Such costs shall be payable as provided in Section 5.1. During the one-year period for the correction of the Work, JUDICIARY shall give written notice promptly after the discovery of the condition. If JUDICIARY fails to notify the Design Builder of a condition JUDICIARY has discovered and give the Design Builder an opportunity to make the correction, JUDICIARY waives the rights to require correction by the Design Builder and to make a claim for breach of warranty.

2.13.3 Removal of Work. The Design-Builder shall remove from the Site portions of the Construction Work, which are not in accordance with the requirements of the Contract

Documents and are neither corrected by the Design-Builder nor accepted by the PM. The costs incurred in removing such Work shall be a Cost of the Work.

- 2.13.4 Failure to Correct Nonconforming Work. If the Design-Builder fails to correct nonconforming Construction Work within five (5) Days, or other time as may be mutually agreed by the parties, JUDICIARY may correct it in accordance with the terms of this Contract. JUDICIARY may remove and store the salvable materials or equipment at the Design-Builder's expense. If the Design-Builder does not pay costs of such removal and storage within five (5) Days after written notice, JUDICIARY may sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Design-Builder, including compensation for services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Design-Builder should have borne, the Design-Builder shall pay such excess to JUDICIARY; if such proceeds are in excess of the costs, which the Design-Builder should have borne, such excess shall be paid by JUDICIARY to the Design-Builder. If such costs arise during the performance of the Work, such costs shall be charged against the Cost of the Work. If such costs arise after Substantial Completion, such costs shall be payable as provided in Section 2.15 .2.
- 2.13.5 Damaged or Destroyed Work. The Design-Builder shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of JUDICIARY or Separate Contractors caused by the Design-Builder's correction or removal of Construction Work which is not in accordance with the requirements of the Contract Documents. If such costs arise during the performance of the Work, such costs shall be charged against the Cost of the Work. If such costs arise after Substantial Completion, such costs shall be payable as provided in Section 5.1.
- 2.13.6 No Limitation. Nothing contained in this Section 2.12 shall be construed to establish a period of limitation with respect to other obligations, which the Design-Builder might have under the Contract Documents. Establishment of the time period of one year as described in Section 2.12.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.
- 2.13.7 Acceptance of Nonconforming Work. If JUDICIARY prefers to accept Work which is not in accordance with the requirements of the Contract Documents, JUDICIARY may do so instead of requiring its removal and correction.

2.14 CONSTRUCTION SERVICES - SAFETY PRECAUTIONS AND PROGRAMS; PROTECTION OF PROPERTY

2.14.1 Site Safety. The Design-Builder shall prepare and submit a site specific safety plan and shall be responsible for complying with all OSHA regulations and for providing supervision of safety precautions and programs in connection with the Work, and shall also comply with any and all insurance carrier-mandated safety requirements and programs. Design-Builder shall prepare and submit to PM/ a copy of its written safety program prior to commencement of Construction Work. The safety program shall include requirements and procedures to assure the site and adjacent areas affected by the Work are safe in all material respects and decrease the likelihood of accidents. The Design-Builder shall take all steps necessary to implement and enforce the safety program. PM shall have the right, but not the obligation, to stop the Work if PM has actual knowledge of a safety hazard on the Site.

2.14.2 Traffic Control. Design-Builder's operations shall not create an unnecessary inconvenience to the public and public access rights shall be considered at all times. Unless otherwise authorized in the Specifications or on a temporary basis by PM, traffic shall be permitted to pass through the Work area. Design-Builder shall coordinate with the various agencies to include governmental, commercial and public, so that adequate services are maintained.

2.14.3 Notices. In connection with the performance of the Work, the Design-Builder shall give notices and comply with Applicable Laws bearing on the safety of persons and property and their protection from damage, injury or loss.

2.14.4 Remedy of Damage. The Design-Builder shall promptly remedy damage and loss to property caused in whole or in part by the Design-Builder or anyone directly employed by or in control of Design-Builder and for whose acts Design-Builder may be liable and for which the Design- Builder is responsible, except damage or loss attributable to acts or omissions of JUDICIARY or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Article 7 (Insurance, Bonds and Indemnification); provided, however, that the Design- Builder's obligations hereunder shall include only those costs necessary to repair property damaged or lost (except to the extent professional liability insurance proceeds are available therefore pursuant to the provisions of Article 7 "Insurance, Bonds and Indemnification"). All costs incurred by the Design-Builder in connection with its obligations under this Section shall be Cost of the Work, but shall not increase the GMP.

- 2.14.5 Security. The Design-Builder shall take any and all precautions that may be reasonably necessary to render all portions of the Work, the Site and any adjacent areas affected by the Work secure in all material respects, to decrease the likelihood of accidents, and to avoid vandalism and other contingencies which are liable to delay the Work or give rise to claims or liabilities. The Design-Builder shall furnish and install all necessary facilities to provide safe means of access to all points where Work is being performed. The Design-Builder shall take all precautions and measures as may be reasonably necessary to secure the Project at all hours, including evenings, holidays and non-work hours. Such precautions may include provision of security guards.
- 2.14.6 Damage to Property at the Site. The Design-Builder shall be responsible for any and all damage or loss to property at the Site, except to the extent caused by the acts or omissions of JUDICIARY or its representatives, employees or agents and not covered by required insurance. The costs and expenses incurred by the Design-Builder under this Article shall be paid as a Cost of the Work to the extent that such costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles.
- 2.14.7 Damage to Property of Others. The Design-Builder shall avoid damage, as a result of the Design-Builder's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of JUDICIARY. The Design- Builder shall repair any such damage caused by the operations of the Design-Builder, which costs shall be paid as a Cost of the Work to the extent that such costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible.
- 2.14.8 Failure of Design-Builder to Repair Damage. If the Design-Builder fails to commence the repair of damage to property as set forth in this Article, and diligently pursue such repair, then JUDICIARY, after ten (10) Days prior written notice to the Design-Builder and acknowledgement of receipt (provided the Design-Builder has not commenced such repair during such ten (10) Day period, may elect to repair such damages with its own forces and to deduct from payments due or to become due to the Design-Builder amounts paid or incurred by JUDICIARY in correcting such damage.
- 2.14.9 Emergencies. If an emergency affecting the safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss. Additional costs or extensions of time claimed by the Design-Builder on account of an emergency not caused by the fault or neglect of the Design-Builder shall be determined as provided in Article 6 (Changes in the Work; Claims) hereof.

2.15 CONSTRUCTION SERVICES - LABOR AND MATERIALS; LIENS.

2.15.1 Unless otherwise provided in the Contract Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design- Builder shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

2.15.2 The Design-Builder shall not place and shall not permit any Subcontractors or laborers to place liens on the Project covering any portion of the Work for which JUDICIARY has made payment to the Design-Builder. If such liens are imposed, the Design-Builder will satisfy, discharge or bond such liens within ten (10) Days after written notice from JUDICIARY of the existence of such liens. If the Design-Builder fails to satisfy, discharge or bond such liens within such ten (10) Day period, JUDICIARY may bond such liens and charge the cost of the bond and any other reasonable costs in connection therewith to the Design-Builder as well as withhold from the Design-Builder the amount of such lien under the provisions of Section 5.5.

2.16 CONSTRUCTION SERVICES - WARRANTY

2.16.1 The Design-Builder warrants to JUDICIARY that any and all materials, equipment and furnishings incorporated in the Work will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Such warranty shall extend for a period of one (1) year from the date of final completion. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranty excludes damage or defect caused by abuse, modifications not executed by the Design-Builder or its subcontractors, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

2.16.2 All warranties and guarantees of Subcontractors and Suppliers with respect to any portion of the Work shall be obtained by the Design-Builder so as to extend for the benefit of and be available to be asserted in the name of JUDICIARY. The Design-Builder shall use its best efforts to obtain from all Subcontractors and Suppliers guarantees and warranties with terms and periods customarily available in the industry. During the

Design-Builder's warranty period, the Design- Builder shall enforce such warranties and guarantees on behalf of JUDICIARY. The Contractor shall cause its Subcontractors and Suppliers to include in their subcontracts and purchase orders the requirement that all guarantees and warranties be obtained so as to extend for the benefit of, and be available to be asserted in the name of, JUDICIARY, which obligation shall be specifically incorporated by reference into any subcontracts, or any lower tier subcontracts or purchase orders. To the extent that any such warranty or guarantee would be voided by reason of the Design-Builder's negligence or other fault in incorporating material or equipment into the Work, the Design-Builder shall be responsible for correcting such defect and shall nevertheless be responsible pursuant to warranty obligations set forth in this Section 2.16.

2.17 TAXES

The Design-Builder shall pay, as Cost of the Work, all existing and future applicable Federal and local gross receipts, or other taxes, whether direct or indirect, relating to, or incurred in connection with, the performance of the Work (excluding taxes based on the Design-Builder's income).

3.0 JUDICIARY'S DUTIES AND RESPONSIBILITIES

3.1 INFORMATION AND SERVICES REQUIRED OF JUDICIARY

3.1.1 JUDICIARY Designation of Authorized Representative: JUDICIARY shall designate, from time to time, one or more representatives authorized to act on JUDICIARY's behalf with respect to the Project, together with the scope of his/her respective authority. Such designations as of the date hereof are set forth on Exhibit J hereto. Functions that this Contract provides will be performed by JUDICIARY can be delegated by JUDICIARY only by written notice to the Design-Builder from JUDICIARY. Exhibit J may be amended from time to time by JUDICIARY pursuant to written notice of such amendment to the Design-Builder. The Design-Builder shall not be entitled to rely on directions (nor shall it be required to follow directions) from anyone outside the scope of that person's authority as set forth in written delegations pursuant to this Contract. Directions and decisions made by Authorized Representatives of JUDICIARY shall be binding on JUDICIARY.

3.1.2 Communication: During the term of this Contract, JUDICIARY shall communicate with Subcontractors, suppliers and others performing any part of the Work only through the Design-Builder's Authorized Representative designated on Exhibit H hereto, as may be amended only by written approval from JUDICIARY.

3.1.3 Consent and Approval: Whenever JUDICIARY's consent, approval, satisfaction or determination shall be required or permitted under the Contract Documents with respect to the Design- Builder's performance of the Work, and this Contract does not expressly state that JUDICIARY may act in its sole discretion, such comment, consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever JUDICIARY's cooperation is required by the Design-Builder in order to carry out the Design-Builder's obligations hereunder, JUDICIARY agrees that it shall act in good faith in so cooperating with the Design-Builder. JUDICIARY shall cooperate fully with the Design-Builder and shall furnish comments, decisions, information, and approvals required by this Contract in a timely manner. The Schedule shall include time periods within which JUDICIARY is required to give its comment, consent, approval, satisfaction or determination. If a time period is not set forth, a reasonable time period shall be permitted.

3.2 JUDICIARY'S RIGHT TO STOP THE WORK OR CARRY OUT WORK

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Contract Documents and this Contract or fails to carry out the Work in accordance with the Contract Documents, JUDICIARY, by written order signed by JUDICIARY, may deliver a notice to the Design-Builder setting forth that such failure is occurring and has occurred, and demanding that the Design-Builder commence a cure of such failure within seven (7) Days and diligently pursue such cure thereafter. In the event that the cure is not commenced and pursued diligently, JUDICIARY may, by written notice to the Design-Builder, order the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; provided, however, that the right of JUDICIARY to stop the Work shall not give rise to a duty on the part of JUDICIARY to exercise this right for the benefit of the Design-Builder or any other person or entity and shall not give rise to any liability of JUDICIARY to the Design-Builder resulting from any delay (except to the extent that such order is found to be improper). At JUDICIARY's option, at the expiration of such seven (7) day period, JUDICIARY may without prejudice to other remedies, correct such deficiencies and carry out the work. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Design-Builder the cost of correcting such deficiencies, including compensation for additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due to the Design-Builder are insufficient to cover such amounts, the Design-Builder shall pay the difference to JUDICIARY.

4.0 TIME

4.1 PROGRESS AND COMPLETION

The parties agree the time limits stated in the Contract Documents, as the same may be amended and updated by the Parties, are of the essence of this Contract.

4.2 SCHEDULE OBLIGATIONS

4.2.1 Contract Schedule: The planning, design, construction and completion of the Project shall be undertaken and completed in accordance with the Schedule, which shall define major design and construction milestones, their sequences and elapsed completion time from the date of the Notice to Begin Design. The Schedule shall not be modified except by an approved Contract Change Order.

4.2.2 Prosecution of the Work: The Design-Builder shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. If the delay is an Unexcused Delay, the Design-Builder shall prepare a recovery schedule for the PM's review and approval, showing how the Design-Builder will compensate for the delays and achieve Substantial Completion by the date shown on the Schedule. If the Design-Builder is unable to demonstrate how it will overcome Unexcused Delays, the PM may order the Design-Builder to employ such extraordinary measures as are necessary to bring the Work into conformity with the Substantial Completion Date set forth therein, the costs of which shall be paid as Cost of the Work. If the delay is an Excusable Delay, JUDICIARY shall either (a) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the GMP on account of such delay, to the extent permitted by Article 6; or (b) request that the Design-Builder prepare a recovery schedule showing how (if possible) the Design-Builder can achieve Substantial Completion by the date shown on the Schedule, and equitably adjust the GMP in accordance with the Change Order provisions of this Contract on account of any extraordinary activities required of the Design-Builder on account of such recovery schedule.

4.3 PRECONSTRUCTION ACTIVITIES

Within five (5) Days after execution of this Contract, the Design-Builder shall submit to the PM for review a detailed, resource loaded, critical path method schedule of preconstruction activities, by expanding the preconstruction activities set forth on the Schedule. This preconstruction schedule shall be prepared using Primavera compatible

software, and shall show in sufficient detail the starting and completion time sequences of design and Subcontract award activities of the Design-Builder, and identify all interface activities of JUDICIARY.

4.4 CRITICAL PATH ACTIVITIES

To the extent the Design-Builder completes activities on the critical path earlier than scheduled, the savings in time on account thereof shall belong solely to the Design-Builder.

4.5 CONSTRUCTION ACTIVITIES

At such time as the Construction Documents, or any package thereof, are complete, the Design- Builder shall submit to JUDICIARY for incorporation into the Contract Documents, a revised Schedule, which will expand the Schedule approved to date, but which will not, in and of itself, change the date of Substantial Completion of the Project. This revised Schedule shall show in complete detail starting and completion time of detail activities of each of the various trades, the sequence of the Work and all significant activities.

4.6 EXTENSIONS OF TIME

- 4.6.1 General: An extension in the scheduled date of Substantial Completion will only be granted in the event of Excusable Delays affecting Work activities on the critical path. The Design Builder shall be entitled to general condition costs related to the excusable delay. The Design Builder must submit evidence reasonably satisfactory to JUDICIARY substantiating such costs.

Such adjustment to the contract sum and substantial completion date shall be issued in a change order.

- 4.6.2 Excusable Delays: To the extent any of the following events results in an actual delay in the Work affecting Work activities on the critical path, such shall constitute an "Excusable Delay" to the extent not set forth below, a delay will be considered an "Inexcusable Delay") :

4.6.2.1 Delays resulting from Force Majeure.

4.6.2.2 Differing, unusual or concealed site conditions that could not reasonably have been anticipated by the Design-Builder in preparing the Schedule,

including, without limitation, archaeological finds, underground foundations, abandoned utility lines and water conditions.

- 4.6.2.3 Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the site by the Design-Builder.
 - 4.6.2.4 Delays resulting from changes in Applicable Laws which are applied such to prejudicially affect the Design-Builder occurring after the date of execution of this Contract;
 - 4.6.2.5 Delays occurring due to the acts or omissions of JUDICIARY and those within the control of JUDICIARY.
 - 4.6.2.6 Delays occurring due to the acts or omissions of a utility, so long as Design Builder has coordinated with the utility causing the delay pursuant to Paragraph 2.6.3 and the delay occur despite reasonable steps taken by Design Builder to avoid the delay.
 - 4.6.2.7 Delays resulting from non-typical weather conditions which make it unreasonable to perform the Work in accordance with the schedule. The contractor's construction progress schedule shall be formulated with a written allowance for adverse weather conditions normally anticipated for the location of the project site. The Contract time has been predicated assuming a normal amount of adverse weather. The weather days will be calculated utilizing National Oceanic and Atmospheric Administration (NOAA) data for the local area and will be based on tropical storm warnings issued. The contractor will provide copies of the NOAA data and the summation to the PM with the CPM schedule. The weather days shall be shown on the schedule, and if not used will become float at the end of the schedule. No more than ten (10) Working Days lost to weather shall be included in the Design-Builder's construction schedule. In the event that bad weather conditions are forecasted the Design-Builder shall take necessary precautions to protect the Work.
- 4.7 Requirements for Schedule Adjustment due to Excusable Delays: In order to obtain an extension of time due to an Excusable Delay, the Design-Builder shall comply with the following requirements:
- 4.7.1 The Design-Builder shall notify the PM of the Excusable Delay in writing as soon as practicable, but in no event more than four (4) Days after the Design-Builder becomes

aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Design-Builder expects to be delayed. After the cessation of the Excusable Delay, the Design-Builder shall notify the PM in writing of the number of Days the Design-Builder believes that its critical path activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by JUDICIARY, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this subsection.

- 4.7.2 Decision by JUDICIARY: Within ten (10) Days after cessation of an event-giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then current status of Excusable Delays and Unexcused Delays, the PM will provide the Design-Builder with written notice of PM's determination of the respective number of Days of Excusable Delay and/or Inexcusable Delay within ten (10) Days after receipt by the PM of the Design-Builder's written request for such determination. The issuance by the PM of such a determination shall not, however, be deemed a concurrence by the Design-Builder of the matters set forth therein, and the Design-Builder may invoke the dispute resolution procedures with respect to such determination. Pending completion of dispute resolution procedures, the Design-Builder may take such acceleration or other measures on account of the PM's determination of Inexcusable Delay, and if completion of the dispute resolution procedures results in the PM's determination being changed to Excusable Delay, the costs associated with such measures shall be paid by JUDICIARY as an increase to the GMP in accordance with the Change Order provisions of this Contract.

4.8 ADJUSTMENT IN GMP ON ACCOUNT OF EXTENSIONS OF TIME

Concurrent Delays: To the extent the Design-Builder is entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of the Design-Builder or by an Inexcusable Delay, the Design-Builder shall not be entitled to any additional costs for the period of such concurrency.

5.0 PAYMENT AND COMPLETION

5.1 GUARANTEED MAXIMUM PRICE

JUDICIARY shall pay the Design-Builder for the Design-Builder's performance of this Contract the Cost of the Work (as defined in Exhibit L hereto) and the Fee; provided, however, that the sum of the Cost of the Work and the Fee shall not exceed the GMP, as adjusted.

5.2 SCHEDULE OF VALUES

As part of the GMP development, the Design-Builder shall submit to the PM, and the parties shall agree upon, a schedule of values, setting forth the various portions of the Work, and the portions of the GMP allocated to each portion. This schedule of values shall be used as a basis for payment.

5.3 APPLICATIONS FOR PAYMENT

The Design-Builder shall deliver to the PM on a monthly basis an Application for Payment covering the Cost of Work and Fee applicable to the Work performed during such month. With each Application for Payment the Design-Builder shall make available for audit by the PM at Design-Builder's office such evidence as may be necessary to demonstrate costs incurred or estimated to be incurred on account of Cost of the Work during such month and the percentage of completion of each category of Work. Payments due and unpaid after Forty-five (45) days from the date of submittal of the Application for Payment shall bear interest.

5.4 AMOUNT OF PROGRESS PAYMENTS

JUDICIARY shall pay the Design-Builder the actual Cost of the Work (including payment for off- site stored materials) through the period covered by the Application for Payment, less retainages set forth in Section 5.5 below, provided that the payment amount before retainage will not exceed the percentage of completion of the Work multiplied by the GMP (excluding items of the GMP not subject to retainage), all as set forth in the schedule of values. The Fee shall be paid in accordance with the Fee Payment Schedule set forth on Exhibit B.

5.5 RETAINAGE

With respect to Design-Builder's design fee, permit or utility fees and premiums for bonds and insurance, no retainage shall be withheld.

- 5.5.1 With respect to Construction Work, JUDICIARY shall retain ten per cent (10%) of the amount of each estimate until Final Completion and acceptance of all material, equipment and work covered by the Contract Documents. An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time JUDICIARY or JUDICIARY's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under the Contract Documents. JUDICIARY may withhold an amount from the progress payment sufficient to pay the expenses JUDICIARY reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before Twenty-one days (21) after the estimate of the Work shall be deemed received by JUDICIARY for the submission, review or approval of the estimate of the work.
- 5.5.2 When the construction is fifty per cent completed, the Design-Builder may make a written request that one-half of the amount retained including any securities substituted pursuant to Subsection 5.5.2.3 shall be paid to the Design-Builder provided the Design-Builder is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After the construction Work is fifty percent (50%) completed, no more than five per cent (5%) of the amount of any subsequent progress payments made under the Contract Documents may be retained providing the Design-Builder is making satisfactory progress on the Project. Except that if at any time JUDICIARY determines satisfactory progress is not being made, ten per cent (10%) retention shall be reinstated for all progress payments made under the Contract Documents after the determination.
- 5.5.2.1 On completion and acceptance of the Work, except as qualified in Subsection 5.5.2.3, payment may be made in full, including retained percentages, less authorized deductions. In preparing estimates, the material and equipment delivered on the Site to be incorporated in the Work shall be taken into consideration in determining the estimated value by JUDICIARY.
- 5.5.2.2 The retainage required by Paragraph 5.5.2.1 shall be retained by JUDICIARY as a guarantee for complete performance of the contract, to be paid to the Design-Builder within sixty (60) days after completion or filing notice of completion of the Work.
- 5.5.2.3 Retention of payments by an agent longer than sixty days after Final Completion and acceptance requires a specific written finding by JUDICIARY of the reasons justifying the delay in payment. JUDICIARY

may not retain any monies after sixty days that are in excess of the amount necessary to pay the expenses JUDICIARY reasonably expects to incur in order to pay or discharge the expenses determined by JUDICIARY in the finding justifying the retention of monies.

5.6 PAYMENT FOR ON-SITE AND OFF-SITE STORED MATERIALS

Design-Builder shall provide proper storage facilities and exercise such measures as will insure the preservation of the specified quality and fitness of all Materials and equipment to be used in the Work. Stored Materials shall be located so as to provide reasonable access for inspection. Any additional space required shall be provided by Design-Builder at no cost to JUDICIARY. Protection of Materials and equipment stored on the site shall be the responsibility of Design-Builder. JUDICIARY reserves the right to direct Design-Builder to provide proper means of protection for Materials if such is deemed advisable by JUDICIARY PM; however, the exercise of or failure to exercise this right shall not be deemed to relieve Design-Builder of his primary responsibility for protecting the material and equipment. Design-Builder shall provide suitable warehouses or other adequate means of protection for such of the Materials and equipment as require storage or protection. Design-Builder shall store and care for the material and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. Design-Builder shall maintain all material and equipment in accordance with the manufacturer's instructions. The cost of replacing any material or equipment damaged in storage shall be borne by Design-Builder, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve Design-Builder of his primary responsibility. No motor shall be left uncovered or unprotected. Payments for Materials or equipment stored off the site shall be conditioned upon submission by Design-Builder of bills of sale to establish JUDICIARY's title to such Materials or equipment and certificate of insurance for storage in a bonded warehouse or facility agreeable to JUDICIARY.

5.7 SUBSTANTIAL COMPLETION

When the Design-Builder considers that the Work is Substantially Complete, the Design-Builder shall make a written request to the PM to perform a Substantial Completion Inspection. Within five (5) days of the receipt of such request, PM shall conduct the inspection or inform Design-Builder that the Work is not ready for the inspection. A Substantial Completion Inspection will be conducted when the Design-Builder states in writing that the construction phase Work is sufficiently complete in accordance with the Contract Documents that the Work can be utilized for the purposes it was intended without any outstanding concurrent ongoing Work at the site. A punch list will be

developed during this inspection documenting incomplete or deficient work items. If work is deemed to be substantially complete, the PM will issue a Certificate of Substantial Completion and attach the punch list. Design-Builder shall be present at the Substantial Completion Inspection.

After the Substantial Completion Inspection the PM shall notify Design-Builder in writing of any deficiencies to be remedied prior to final acceptance by preparing a punch list. The Design-Builder shall proceed promptly to complete and correct Punch list items. Design-Builder shall remedy all items shown on the punch list prior to final acceptance. Failure to include an item on the Punch list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Contract Documents. If JUDICIARY and the Design-Builder cannot agree as to the appropriate date of Substantial Completion, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in this Contract. Notwithstanding such disagreement, the Design-Builder shall diligently proceed with completion of the Punch list items.

When Design-Builder believes that the punch list items have been addressed, he shall request in writing a Final Inspection. Within five (5) days of the receipt of such request, PM shall make a Final Inspection or inform Design-Builder that the Work is not ready for Final Inspection. Design-Builder shall be present at the Final Inspection. The purpose of the Final Inspection is to determine whether the Work has been completed in accordance with the Contract Documents, including all Change Orders and all interpretations and instructions previously issued. If during the Final Inspection it is determined that the Design-Builder has not completed the punch list items, and a second final inspection is required, Design-Builder shall be charged for the cost of PM for the second final inspection and any subsequent final inspections until such time as all punch list items are corrected.

5.8 PARTIAL OCCUPANCY OR USE

JUDICIARY may occupy or use any completed or partially completed portion of the Construction Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to by the insurer of the Project and authorized by public authorities having jurisdiction over the Construction Work. Such partial occupancy or use may commence whether or not the portion is Substantially Complete, provided JUDICIARY and the Design-Builder have accepted in writing the responsibilities assigned to each of them for payment, security, maintenance, utilities, damage to the Construction Work and insurance, and have agreed in writing concerning the period for correction of the Construction Work and commencement of warranties required by the Contract Documents. Immediately prior

to such prior occupancy, JUDICIARY, PM and the Design- Builder shall jointly inspect the area to be occupied in order to determine and record the condition of the Construction Work. Unless otherwise agreed, certification of a designated portion of the Work by PM as being Substantially Complete and occupancy of that portion thereafter by JUDICIARY shall neither release, nor otherwise operate to excuse, Design-Builder from his duty to complete the remainder of the Work within the Contract Time including liability for liquidated damages.

5.9 FINAL COMPLETION AND FINAL PAYMENT

5.9.1 Final Completion: When the Design-Builder considers that the Work is Finally Complete, the Design-Builder shall so notify the PM in writing. If the PM determines Final Completion has occurred, PM will issue the Certificate of Final Completion and forward to JUDICIARY's Representative. JUDICIARY will make final acceptance promptly after receiving PM's recommendation by signing the Certificate of Final Completion unless JUDICIARY has reason to believe the Work is not ready for final acceptance. Prior to JUDICIARY executing a Certificate of Final Completion/Certificate of Occupancy, complete startup and commissioning of all equipment and systems including required operational training shall have been accomplished and the Design-Builder shall deliver to JUDICIARY all Operational and Maintenance Manuals necessary for JUDICIARY to assume responsibility for the operation and maintenance of that portion of the Work. If JUDICIARY and the Design-Builder cannot agree as to the appropriate date of Final Completion, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in this Contract. Warranties required by the Contract Documents shall commence on the date of Final Completion or designated portion thereof unless otherwise provided in the Contract Documents.

5.9.2 Conditions Precedent to Final Payment: Neither final payment nor any final release of retainage shall become due until the Design-Builder submits to JUDICIARY:

5.9.2.1 Design-Builder's affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which JUDICIARY or JUDICIARY's property might be responsible or encumbered (less amounts withheld by JUDICIARY) have been paid or otherwise satisfied;

5.9.2.2 A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) Days' prior written notice has been given to JUDICIARY;

5.9.2.3 Consent of Surety to final payment;

5.9.2.4 If required by JUDICIARY, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by JUDICIARY, the Design-Builder may furnish a bond satisfactory to JUDICIARY to indemnify JUDICIARY against such lien; and,

5.9.2.5 Delivery to JUDICIARY of all warranties, operation and maintenance manuals, record drawings and other documents as required by Section 2.7 and the Contract Documents.

5.9.3 Delay in Final Completion: If after Substantial Completion of the Work, Final Completion is materially delayed through no fault of the Design-Builder or by the issuance of additional Change Orders or Change Directives by JUDICIARY, JUDICIARY shall, upon request of the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed. If the remaining balance for Work not fully completed is less than the retainage, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed shall be submitted by the Design-Builder to JUDICIARY, and such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims by either the Design-Builder or JUDICIARY.

5.9.4 Waiver of Claims at Final Payment: Acceptance of final payment by the Design-Builder, a Subcontractor or material supplier shall constitute a waiver of affirmative claims by that payee, except those previously made in writing and identified as unsettled at the time of final application for payment.

6.0 CHANGES IN THE WORK; CLAIMS

6.1 CHANGES

Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to JUDICIARY or the Design-Builder, the applicable unit prices shall be equitably adjusted. No GMP adjustment on account of a Change Order shall include the Design-Builder's home office

overhead or a formula allocation of indirect costs unless otherwise specifically allowed hereunder.

6.1.2 If changes in the Work result in an extension of the Contract Time, the cost of the changeorder must recognize additional general conditions due to the time extension.

6.2 CHANGE DIRECTIVES

The following procedures shall apply with respect to Change Directives:

- 6.2.1 Upon receipt of a Change Directive signed by the PM, the Design-Builder shall promptly proceed with the change in the Work involved and advise the PM of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the GMP or the Schedule. If the Design-Builder receives a written communication signed by the PM which the Design-Builder believes is a Change Directive but is not so identified, it shall not proceed with the change in the Work until it receives from the PM a written confirmation that such communication is in fact a Change Directive.
- 6.2.2 A Change Directive signed by the Design-Builder indicates the agreement of the Design-Builder with the contents thereof, and shall convert the Change Directive to a Change Order.
- 6.2.3 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the GMP or Schedule, the method and adjustment shall be determined as provided in Sections or 6.7 below, as applicable. In such case, the Design-Builder shall keep and present, in such form as the PM may request, an itemized accounting, together with appropriate supporting data.
- 6.2.4 Pending final determination of cost to JUDICIARY, amounts not in dispute shall be included in Applications for Payment. The amount of credit to be allowed by the Design-Builder to JUDICIARY for a deletion or change, which results in a net decrease in the GMP, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Fee shall be figured on the basis of net increase, if any, with respect to that change.
- 6.2.5 If the PM and the Design-Builder do not agree with the adjustment in the Schedule or the GMP, such disagreement shall be submitted for dispute resolution in accordance with the provisions of this Contract.

6.3 CHANGE PROPOSALS

If the PM requests the Design-Builder to submit a Change Proposal which would entitle the Design-Builder to an increase in the GMP for costs of preparation of such Change Proposal pursuant to the provisions of this Section 6.3, the Design-Builder shall first estimate the costs of preparing such Change Proposal and inform the PM in writing of such costs. The PM shall then direct the Design-Builder either to proceed with the Change Proposal or cancel the Change Proposal. If the PM directs the Design-Builder to proceed with the Change Proposal and then elects not to proceed with the Change Order contemplated therein, a Change Order shall be issued to reimburse the Design-Builder for any costs incurred by the Design-Builder on account of such Change Proposal. To the extent the preparation of such Change Proposal impacts the Schedule (e.g., the PM directs that other Work be suspended pending a decision on such Change Proposal or the Design Work is delayed due to the preparation of the Change Proposal), an equitable adjustment in the Schedule and the GMP (including General Conditions) shall be made.

6.4 CLAIMS

In addition to submitting Change Proposals in response to the request of JUDICIARY, the Design Builder may submit one or more claims in the form of Change Proposals for any requested adjustment in the GMP and/or Schedule permitted pursuant to the provisions of this Contract. In such cases, the Design-Builder shall give JUDICIARY written notice within ten (10) Days after it becomes aware of the event-giving rise to the Change Proposal. JUDICIARY shall have ten (10) Days after receipt of the Design-Builder's notice to either confirm or refute the basis for the Change Proposal. If either the Design-Builder or JUDICIARY becomes aware of an act or omission of the other which would give rise to a breach of contract action, such party shall notify the other within a reasonable time after becoming aware of such act or omission. Failure to give any notice required by this Article 6 shall be deemed a waiver of the right of the claiming party to recover, but only to the extent the delay in giving notice prejudices the rights of the non-claiming party.

6.5 CHANGE ORDERS

6.5.1 JUDICIARY, without invalidating the Contract and without notification to sureties, may order extra Work, make changes by altering the Work, or delete any portion of the Work as specified herein, or as deemed necessary or desirable by JUDICIARY. All such Work shall be executed under the conditions of the original Contract except that any

claim for extension of time and additional cost caused thereby shall be adjusted at the time of ordering such change or extra Work.

- 6.6.2 In giving instructions, PM shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the Work. No extra Work or change shall be made unless in pursuance of a written order by PM. Any claim for an addition to the Contract Price shall not be valid unless the change was so ordered, except in an emergency endangering life or property. If Design-Builder claims that any instructions involve extra cost under the Contract, he shall within forty-eight (48) hours after the receipt of such instructions, provide written notice to PM of such claim, and before proceeding to execute the Work, except in an emergency endangering life or property, and the procedure shall then be as provided to approve Change Orders.
- 6.6.3 It is mutually understood that it is inherent in the nature of construction that some changes in the Plans and Specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the Contract to recognize a normal and expected margin of change. PM shall have the right to make such changes in the Plans and the character of the Work as may be necessary or desirable to insure the completion of the Work in the most satisfactory manner without invalidating the Contract.
- 6.6.4 Changes shall be incorporated in the written Change Order issued by JUDICIARY, which shall be written so as to indicate acceptance on the part of Design-Builder as evidenced by his signature.
- 6.6.5 If a Change Order provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods:
 - 6.6.5.1 Where the Work involved is covered by unit prices contained in the Schedule of Values, by application of the unit prices to the quantities of the items involved, as mutually agreed to by the Design-Builder and the PM.
 - 6.6.5.2 By mutual acceptance of a unit price not contained in the Schedule of Values, or mutual acceptance of a lump sum price. The Design-Builder shall furnish PM with an itemized cost breakdown together with supporting data including the quantities used in computing the unity price and/or lump sum price of the Work.

- 6.6.5.3 Only when methods A and B above are exhausted, then on the basis of the Cost of Work plus a Design-Builder's Fee for overhead and profit, as described below. (Cost Plus Basis).
- 6.6.5.4 Whenever the cost of any work is to be determined on a Cost Plus Basis, Design-Builder will submit on forms acceptable to the PM, daily work sheets showing an itemized breakdown together with supporting data used to arrive at a final cost for the Work. No payment will be made for work not verified by the PM. Final cost for the Change in the Work shall be reflected and formalized in a Change Order.
- 6.6.6 Allowable direct and indirect percentages for any Change Order are given in the Cost Model.
- 6.6.7 Upon receipt of a proposed Change Order, Design-Builder shall promptly proceed with the change in the Work and advise PM in writing within seven (7) days of Design-Builder's agreement or disagreement with the method, if any, provided in the proposed Change Order for determining the proposed adjustment in the Contract Price or Contract Time. Failure to return the Change Order to PM within seven (7) days indicates Design-Builder's agreement therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 6.6.8 If Design-Builder disagrees with the method for adjustment in the Contract Price, the adjustment shall be determined by PM on the basis of any of the methods described in Section 6.5.5, paragraphs 1-4.
- 6.6.9 Overhead and Profit for actual cost of work performed by the Design-Builder and/or his Subcontractor is given in the Cost Model in Exhibit D.
- 6.6.10 If the net value of a change results in a credit from Design-Builder or Subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit as indicated in the Final GMP. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.
- 6.6.11 Record Keeping: In the event that the pricing method selected is the "cost plus" method described in Section 6.5.5, Paragraphs C and D, Design-Builder shall keep and present daily, in such form as PM may prescribe, an itemized accounting together with appropriate supporting data of the labor, materials, and equipment used during that

Day. All labor shall be recorded on separate time sheets clearly identified with the Change Order number and scope of extra work involved. These time sheets shall be signed daily by PM. No costs will be allowed for time not recorded and signed the same day the work takes place. Design-Builder and PM/shall discuss and attempt to resolve any disputed concerning Design-Builder's daily records at the time the report is submitted.

6.6.12 Reconciliation: Design-Builder shall on a monthly basis accompanying the progress payment request submit a reconciliation for all Work performed under a cost plus Change Order during the period of the progress payment. A final reconciliation shall be submitted within 30 days after the Work of the Change Order is completed. The reconciliation shall recap all costs and appropriate markups for the period. No costs will be allowed for work not included in a reconciliation within the time periods specified.

6.6.13 All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the Contract bonds, and shall not reduce the sureties' liability on the bonds. JUDICIARY reserves the right to require additional payment or performance bonds to secure a **Change Order**.

7.0 INSURANCE AND BONDS; INDEMNIFICATION

7.1 INSURANCE TO BE PROVIDED BY THE DESIGN-BUILDER

The Design-Builder shall provide the insurance required of it by the provisions of Exhibit K hereto, the cost of which shall be included in the GMP and not paid separately by the JUDICIARY.

7.2 PAYMENT AND PERFORMANCE BONDS

7.2.1 The Contractor shall furnish and deliver to JUDICIARY the Payment and Performance Bonds (**Exhibits L and M**) prior to, and as a condition precedent to, commencement of the Construction Work on the Site.

7.2.2 A Performance Bond in an amount equal to the full Construction cost conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and Conditions thereof is required. Such bond shall be solely for the protection of JUDICIARY. The Performance Bond shall remain in force the greater of (a) two years after Final Completion of the Work, or (b) until the expiration of all warranties and guarantees as required by the Contract.

7.2.3 A Payment BOND in an amount equal to the full Construction cost solely for the protection of the claimants supplying labor or Materials to Design-Builder or his

Subcontractors in the prosecution of the Work provided for in such Contract is required. The Payment Bond shall remain in effect for at least one year after Final Completion of the Work.

7.2.4 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court.

7.2.5 Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the Territory of Guam issued by the Director of the Department of Revenue and Taxation pursuant to Guam Statutes and any amendments thereto. The bonds shall be made payable and acceptable to the Judiciary of Guam. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the Territory of Guam or whose principal office is maintained in Guam, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

7.3 INDEMNIFICATION

To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the JUDICIARY from and against claims, damages, losses and expenses arising out of or resulting from performance of the Work by Design-Builder, its agents, officers, employees or subcontractors. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subparagraph. Such indemnification shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design-Builder or a Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

8.0 (RESERVED)

9.0 DISPUTES

9.1 Disputes between JUDICIARY and Design-Builder: In the event of any dispute arising between JUDICIARY and the Design-Builder regarding any part of the Contract or the Contract Documents, or the Parties' obligations or performance thereunder, either Party may institute the dispute resolution procedures set forth herein. The Parties shall continue performance of their respective obligations hereunder notwithstanding the existence of a dispute.

9.2 Dispute Resolution Procedures: Initial Meeting to Resolve Disputes. Any Party may from time to time call a special meeting for the resolution of disputes that would have a material impact on the cost or progress of the Project. Such meeting shall be held at JUDICIARY's offices within three (3) Working Days of written request therefore, which request shall specify in reasonable detail the nature of the dispute. The meeting shall be attended by JUDICIARY's Authorized Representative, the Design-Builder's Authorized Representative and any other person who may be affected in any material respect by the resolution of such dispute. Such Authorized Representatives shall have authority to settle the dispute and shall attempt in good faith to resolve the dispute.

9.3 Mediation:

9.3.1 If the dispute has not been resolved within five (5) Working Days after the special meeting has been held, a mediator, mutually acceptable to the Parties and experienced in design and construction matters shall be appointed. The cost of the mediator shall be shared by the Parties. The mediator shall be given any written statements of the Parties and may review the Site and any relevant documents. The mediator shall call a meeting of the Parties within ten (10) Working Days after his/her appointment, which meeting shall be attended by JUDICIARY's Authorized Representative, the Design-Builder's Authorized Representative, and any other person who may be affected in any material respect by the resolution of such dispute. Such Authorized Representatives shall have authority to settle the dispute and shall attempt in good faith to resolve the dispute. During such ten (10) day period, the mediator may meet with the Parties separately.

9.3.2 No minutes shall be kept with respect to any mediation proceedings, and the comments and/or findings of the mediator, together with any written statements prepared, shall be non-binding, confidential and without prejudice to the rights and remedies of any Party. The entire mediation process shall be completed within twenty (20) Working Days of the date upon which the initial special meeting is held, unless the Parties agree otherwise in writing. If the dispute is settled through the mediation process, the decision will be implemented by written agreement signed by the Parties.

10.0 EVENTS OF DEFAULT AND REMEDIES; TERMINATION

10.1 DESIGN-BUILDER EVENTS OF DEFAULT

The following shall be considered "Design-Builder Events of Default":

10.1.1 If the Design-Builder fails or neglects to carry out the Work in accordance with the provisions of the Contract Documents, and fails, after seven (7) Days written notice

from the PM, to commence a cure to correct such failure or neglect and thereafter diligently pursue such cure to completion;

10.1.2 If the Design-Builder materially breaches this Contract and fails, after seven (7) Days written notice from the PM, to commence a cure to correct such breach and thereafter diligently pursue such cure to completion (such breach to include, but not be limited to, failure to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Design-Builder and the Subcontractors or disregard of Applicable Laws)

10.1.3 If a custodian, trustee or receiver is appointed for the Design-Builder, or if the Design-Builder becomes insolvent or bankrupt, is generally not paying its debts as they become due or makes an assignment for the benefit of creditors, or the Design-Builder causes or suffers an order for relief to be entered with respect to it under applicable Federal bankruptcy law or applies for or consents to the appointment of a custodian, trustee or receiver for the Design-Builder, or bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Design-Builder, and in any of the foregoing cases such action is not discharged or terminated within sixty (60) Days of its institution.

10.2 REMEDIES OF JUDICIARY UPON A DESIGN-BUILDER EVENT OF DEFAULT

10.2.1 Termination of Contract: Upon the occurrence of a Design-Builder Event of Default, JUDICIARY shall have the right to terminate this Contract upon an additional seven (7) Days written notice to the Design-Builder, provided that the Design-Builder has not commenced a cure within such seven (7) Day period. Without prejudice to any other rights or remedies of JUDICIARY, JUDICIARY, subject to any prior rights of the Surety, may:

10.2.1.1 take possession of the Site and of all materials, equipment, tools and construction equipment thereon owned by the Design-Builder;

10.2.1.2 accept assignment of the Subcontracts; and

10.2.1.3 finish the Work by whatever reasonable method JUDICIARY may deem expedient. When JUDICIARY terminates the Contract as aforesaid, the Design-Builder shall not be entitled to receive further payment. If the unpaid balance of the GMP exceeds costs incurred in finishing the Work, such excess shall be paid to the Design-Builder, up to the amount due the

Design-Builder to date. If such costs exceed the unpaid balance of the GMP, the Design-Builder shall pay the difference to JUDICIARY.

10.3 Recourse to Payment and Performance Bonds: Upon the occurrence of a Design-Builder Event of Default and termination of this Contract by JUDICIARY, JUDICIARY may call upon the Surety to perform its/their obligations under the Payment and Performance Bonds, if applicable. JUDICIARY agrees that, so long as the Surety shall not be in default under the Payment and Performance Bonds, JUDICIARY shall not exercise its rights to correct deficiencies, take over the Work or complete the Work and deduct an amount equal to expenditures incurred by JUDICIARY in so doing.

10.4 JUDICIARY EVENTS OF DEFAULT

10.4.1 It shall be considered a "JUDICIARY Event of Default" if the Work is stopped for a period of forty-five (45) Days through no act or fault of the Design-Builder for any of the following reasons:

10.4.1.1 issuance of an order of a court or other public authority having jurisdiction;

10.4.1.2 an act of government, such as a declaration of national emergency, making material unavailable;

10.4.1.3 JUDICIARY has not made payment on the certificate for payment within the time stated in the Contract Documents and/or has not notified the Design Builder in writing of the reason for withholding payment. JUDICIARY may withhold payment in part to the extent reasonably necessary to protect JUDICIARY.

If a JUDICIARY Event of Default exists and is continuing, the Design-Builder may, upon seven (7) Days additional written notice to JUDICIARY, terminate the Contract and recover from JUDICIARY payment for Work performed and for proven loss with respect to materials, equipment tools, construction equipment and services rendered, including reasonable overhead and profit; provided, however, if JUDICIARY Event of Default is the condition described in Section 10.3.1, no overhead and profit shall be paid to the Design-Builder on account of uncompleted Work.

10.5 REMEDIES NOT EXCLUSIVE

Except as otherwise provided in this Contract, no remedy under the terms of this Contract is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now

or hereafter, at law, in equity or by statute found at 5 GCA § 6101 et seq.. No delay or omission to exercise any right or power accruing shall impair any such right or power nor shall it be construed to be a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient.

10.6 TERMINATION OR SUSPENSION FOR CONVENIENCE

10.6.1 Termination for Convenience: JUDICIARY may terminate this Contract, or any portion of Work to be performed hereunder at any time by a notice in writing from JUDICIARY to the Design- Builder for JUDICIARY's convenience. In such case, JUDICIARY shall pay to the Design-Builder all funds due the Design-Builder for work performed up to the date of termination, plus all demobilization and close-out costs, including, but not limited to, any amounts payable to Subcontractors for early termination, plus reasonable overhead and profit on Work performed. All funds due hereunder, including unpaid retainage, shall be released within thirty (30) Days of termination of the Contract for convenience.

10.6.2 Suspension for Convenience: JUDICIARY may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as JUDICIARY may determine. An adjustment shall be made for increases in the cost of performance of the Work, including the Fee on the increased cost of performance, caused by the suspension, delay or interruption, in accordance with the Change Order provisions of this Contract. No adjustment shall be made to the extent (1) the performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible or (2) that an equitable adjustment to the GMP and/or Schedule is made or denied under another provision of this Contract. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage Fee. Any claim for constructive suspension shall be made in accordance with the procedures set forth in Article 6.

11.0 MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

This Contract shall be governed by the laws of Guam.

11.2 EQUAL TREATMENT OF WORKERS

CONTRACTOR shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Design-

Builder shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). CONTRACTOR shall protect and indemnify JUDICIARY and its representatives against any claim or liability arising from or based on the violation of such laws, whether by CONTRACTOR or its employees.

11.3 SUCCESSORS AND ASSIGNS

JUDICIARY and the Design-Builder respectively bind themselves, their partners, shareholders, successors, assigns and legal representatives to the other Party hereto and to shareholders, successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither Party shall assign the Contract as a whole without the written consent of the other Party. If either Party attempts to make such an assignment without such consent, that Party shall nevertheless remain legally responsible for all of its obligations under the Contract and the Contract Documents.

11.4 WRITTEN NOTICE

Written notice shall be deemed to have been duly served on the date of delivery if delivered in person, on the day after deposit if delivery by overnight courier, or two (2) Days after deposit if delivery by placing in the United States mail, first class and certified, return receipt requested with postage prepaid. All notices shall be addressed to the appropriate Authorized Representative as follows:

to JUDICIARY:

Administrator of the Courts
Guam Judicial Center
120 W O' Brien Drive
Hagatna, Guam 96910

to the Design-Builder:

Company name
Company Address
Company Address

11.5 COMMENCEMENT OF STATUTORY LIMITATION PERIOD AND STATUTE OF REPOSE PERIOD

11.5.1 Before Substantial Completion: As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

11.5.2 Between Substantial Completion and Final Completion: As to acts or failures to act occurring between the relevant date of Substantial Completion and prior to Final Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of Final Completion.

11.5.3 After Final Completion: As to acts or failures to act occurring after the date of Final Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Design Builder pursuant to any applicable warranty, the date of any correction of Work or failure to correct Work by the Contractor, or the date of actual commission of any other act or failure to perform any duty or obligation by the Design-Builder or JUDICIARY, whichever occurs last.

11.6 INTERPRETATION

Any and all headings of this Contract are for convenience of reference only and do not modify, define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Contract. Where reference is made in this Contract to another Contract Document, the reference refers to that provision as amended or supplemented by the other provisions of the Contract Documents.

11.7 SEVERABILITY

If any provision of this Contract is held to be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such holding shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case, or of rendering any other provision herein contained inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Contract shall not affect the remaining portions of this Contract or any part hereof, and they shall otherwise remain in full force and effect.

11.8 WHOLE CONTRACT

This Contract, the Exhibits hereto and the Contract Documents shall constitute the entire Contract between the Parties, and no inducements, considerations, promises or other references shall be implied in this Contract that are not expressly addressed herein.

11.9 ACCOUNTING RECORDS

The Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be reasonably satisfactory to JUDICIARY. JUDICIARY and JUDICIARY's accountants shall be afforded access to the Design-Builder's records, books, correspondence, instructions, drawings, receipts, Subcontracts, vouchers, memoranda and other data relating to this Contract, and the Design-Builder shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

11.10 RESTRICTIONS AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS

The Contractor must warrant that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry; and 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.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first above written.

JUDICIARY OF GUAM

By: _____

JOSHUA F. TENORIO
Administrator of the Courts

Date: _____

DESIGN-BUILDER

By: _____

Print Name/Signature

Title

Date: _____

APPROVED AS TO FORM

By: _____

B. ANN KEITH, Staff Attorney

Date: _____

CERFIED FUNDS AVAILABLE

By: _____

CHRISTOPHER BUDASI, Controller

Date: _____

EXHIBIT A

Scope of Work

EXHIBIT A SCOPE OF WORK

DESIGN BUILDER'S ARCHITECTURAL RESPONSIBILITIES

A. GENERAL

1. PROJECT DESCRIPTION: JUDICIAL LEARNING CENTER

- 1.1 Design-Builder shall be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications, special provisions and other Services furnished by Design-Builder under this Contract. Design-Builder shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
- 1.2 The Contract sets forth the construction budget for the Project. Design-Builder shall complete the Schematic, Design Development, and Construction Documents, such that construction cost of the Project designed by Design-Builder will not exceed the construction budget and shall not proceed from one phase to another unless the budget for the phase in is compliance with the construction budget or any approved revised construction budget. If at any time during the design of the Project it appears the cost of construction may exceed the construction budget, Design-Builder shall immediately notify JUDICIARY. If the construction budget is exceeded, Design-Builder shall value engineer the Project at no additional cost to JUDICIARY.
- 1.3 Design-Builder shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to JUDICIARY for inclusion in the overall Project documentation.
- 1.4 All Services performed under this Contract shall be performed by or under the direct supervision of persons then licensed in the Territory of Guam to perform these Services. The name of each such licensed individual shall be listed on the title sheet of the Plans and Specifications.
- 1.5 All designs and specifications prepared by Design-Builder shall comply with the Americans with Disabilities Act, as determined by permitting agencies.
- 1.6 If Design-Builder provides defective, incomplete, unclear, or uncoordinated documents in preparing the specifications and Contract Documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by Design-Builder.
- 1.7 Design-Builder shall be required to comply with all requirements for the use of Federal Funds during design and construction of the Project if applicable.
- 1.8 The Design-Builder shall prepare a preliminary schedule of the Work for JUDICIARY and PM's written approval. The schedule shall show the activities of JUDICIARY and Design-Builder necessary to meet JUDICIARY's completion requirements. The schedule

shall be updated periodically with the level of detail for each schedule update reflecting the information then available. If an update indicates that a previously approved schedule will not be met, the Design-Builder shall recommend corrective action to JUDICIARY and PM in writing. The work will be scheduled, planned and reported using the Critical Path Method.

1.9 Time is of the essence in this contract.

B. PRE-DESIGN PHASE

1. PROJECT INITIATION

1.1 Upon final execution of the Contract with JUDICIARY, the Design-Builder shall:

Meet with JUDICIARY and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. JUDICIARY or, the PM of the Design-Builder will produce the final scheduling format based on data furnished by Design-Builder.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required JUDICIARY filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be Design Phase Milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- 1.1.1 Review the developed work plan with JUDICIARY and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- 1.1.2 Participate in a general Project kick-off meeting to include the Design-Builder's appropriate subconsultants, and JUDICIARY staff and PM, if applicable.
 - 1.1.2.1 The project kick-off meeting will introduce key team members from JUDICIARY, the PM and the Design-Builder to each other defining roles and responsibilities relative to the Project.
 - 1.1.2.2 Identify and review pertinent information and/or documentation necessary from JUDICIARY for the completion of the Project.
 - 1.1.2.3 Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - 1.1.2.4 Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - 1.1.2.5 Review documentation of the project kick-off meeting prepared by JUDICIARY's representative and comment prior to distribution.

Design-Builder shall record and distribute Project Kick-off meeting minutes to all parties in attendance.

2. DEVELOPMENT OF ARCHITECTURAL PROGRAM

2.1 Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional need, directives and constraints imposed by regulatory codes. The design of the Project shall take into consideration impacts of the Project on neighboring residential uses.

2.1.1 Design-Builder shall identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; and domestic, reclaimed and fire water service requirements.

2.1.2 Develop and manage the design schedule.

2.1.3 Conduct Architectural program meeting with JUDICIARY's selected project stakeholders.

2.1.4 Develop an estimate of probable construction cost for the Project; estimates are to be based on the developed functional Architectural programs as approved by JUDICIARY.

2.1.4.6 Estimates prepared by the Design-Builder:

2.1.4.6.1 All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by JUDICIARY and their representatives.

2.1.4.6.2 Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.

2.1.4.6.3 All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g. foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

2.1.4.6.4 The Design-Builder's proposed cost format must be submitted to JUDICIARY for review and approval.

2.1.4.6.5 Mechanical, electrical, structural, civil, landscaping and estimating subconsultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate, when required.

3. SITE MASTER PLANNING

- 3.1 Prepare a Site Plan configuration for the proposed facility. The development of this Site Plan should incorporate or be based upon completion of the following tasks:
 - 3.1.1 Analyze the proposed site existing conditions relative to potential effect on master planning circulation, access, parking, constructability, facility expansion and future development potential, as applicable.
 - 3.1.2 Develop a Site Plan showing in detail the elements of the proposed facility and its supporting elements of site development, including the appropriate accommodations of projected parking, resolution of access and on-site circulation, and existing or proposed commitments of land to other uses.

4. MEETINGS

- 4.1 During Architectural Programming Design it is anticipated that one (1) meeting per week will be convened between JUDICIARY, PM, Design-Builder and all stakeholders. Such meetings shall be held at JUDICIARY's Procurement Conference Room. Decisions made at such meetings and subsequently approved by JUDICIARY shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the scope of services of the Design-Builder. Design-Builder shall record and distribute meeting minutes to all parties in attendance. (Responsibility of PM if applicable)

5. DELIVERABLES

- 5.1 Design-Builder shall provide to JUDICIARY the following materials resulting from the work of the Project in quantities as determined prior to reproduction for submittal:
 - 5.1.1 Functional and Architectural Program Report
 - 5.1.2 Master Site Plan, as applicable
 - 5.1.3 Project Cost Estimate
 - 5.1.4 Collected meeting notes, notes, visit or telephone reports, interview minutes or notes, and summary correspondence

6. PROJECT CESSATION PROVISIONS

- 6.1 Upon completion and review of the functional and Architectural program and site planning, no further work shall be done unless and until JUDICIARY has given a written Notice to

Proceed to Design-Builder to the Design Phase.

C. DESIGN PHASE

1. SCHEMATIC DESIGN (SD) 30%

1.1 Schematic Design: Upon written authorization from JUDICIARY, to proceed with the Schematic Design, Design-Builder shall, utilizing the results of the Functional and Architectural Program Report, prepare for JUDICIARY's review Schematic Design documents as follows:

1.1.1 Architectural

1.1.1.1 Scaled floor plans showing overall dimensions, identifying the various major areas and their relationships.

Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

1.1.1.2 Preliminary building exterior elevations and sections in detail to demonstrate design concept indicating location and size of fenestration, as applicable.

1.1.1.3 Identify proposed roof system, insulation system and drainage technique, as applicable.

1.1.1.4 Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line, as applicable.

1.1.1.5 Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.

1.1.1.6 Identify code requirements, include occupancy classification(s) and type of construction.

1.1.2 Structural

1.1.2.1 Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified.

1.1.2.2 Identify foundation systems (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, as applicable.

1.1.3 Mechanical

1.1.3.1 Calculate block heating, ventilation and cooling loads

1.1.3.2 Select HVAC systems that appear compatible with loading conditions for subsequent life cycle costing or determine if existing are sufficient.

1.1.3.3 Select plumbing systems and equipment that are appropriate for use in the intended facility.

1.1.3.4 Show selected system on drawings as follows:

1.1.3.4.1 Single line drawings(s) of all mechanical equipment spaces, ductwork and pipe chases.

1.1.3.4.2 Location and preliminary sizing of all major equipment and duct work in allocated spaces.

1.1.3.4.3 Schematic piping.

1.1.3.4.4 Temperature control zoning.

1.1.4 Electrical

1.1.4.1 Calculate overall approximate electrical loads.

1.1.4.2 Identify proposed electrical system for service, power, lighting, low voltage and communication loads.

1.1.4.3 Provide site lighting layout.

1.1.4.4 Show system(s) selected on drawings as follows:

1.1.4.4.1 Single line drawing(s) showing major distribution system.

1.1.4.4.2 Location and preliminary sizing of all major electrical systems and components including:

- Load centers
- Main panels
- Switch gear

1.1.4.5 Identify special systems required. (audio, video, security, phone, data, fire alarm, etc.)

1.1.5 Civil

1.1.5.1 Development of on and off site utility systems, as applicable, such as sewer, water, storm drain, firewater lines and fire hydrants, as applicable.

1.1.5.2 Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage, as applicable.

1.1.5.3 Coordinate finish floor elevations with architectural site plan.

1.1.5.4 Coordinate topographical and boundary survey of the project site and surrounding area as required by the Project, as applicable.

1.1.6 Landscaping

1.1.6.1 Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers. (No landscaping is intended for this project.)

1.1.7 Specifications

1.1.7.1 Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Design-Builder is to use Industry standardized equipment/material list (if applicable) for new construction and modernization in development of the project design and specifications. Judiciary specified items shall be incorporated.

1.1.8 Permits

1.1.8.1 Identify, coordinate and begin preparation of all regulatory agency reports, permits and inspections that will be required.

1.1.9 Estimates

1.1.9.1 Schematic Estimates: This estimate consists of unit cost applied to the major

items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, GRT tax and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- 1.1.9.2 The estimate shall separate the project's building cost from site and utilities cost. Design-Builder to submit to JUDICIARY and PM/CM, if applicable, the cost-estimating format for prior review and approval.
- 1.1.9.3 Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction contingency, and cost index.

1.1.10 Meetings

- 1.1.10.1 During the Schematic Design development it is anticipated that one (1) meeting per week will convene between JUDICIARY and the Design-Builder to address specific design issues and to facilitate the decision making process. Such meetings shall be held at JUDICIARY's Procurement Conference Room. Decisions made at such meetings and subsequently approved by JUDICIARY shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Design-Builder. Design-Builder shall record and distribute meeting minutes to all parties in attendance. (Responsibility of PM/CM if applicable)

Design-Builder shall attend Pre-Application meeting with JUDICIARY Staff and prepare all required documents and exhibits.

Design-Builder shall attend a minimum of two (2) Design Review Meetings and prepare all required documents and exhibits if applicable.

Design-Builder shall make corrections as required, to reflect Design Review Board and/or Redevelopment Commission comments into the drawings, specifications and estimate. All such corrections will be made at no cost to JUDICIARY.

1.1.11 Deliverables

- 1.1.11.1 Design-Builder shall provide to JUDICIARY the following materials resulting from the work of the Project in quantities as determined prior to reproduction for submittal:

- Schematic Design Packages (full size plans) with alternatives and Cost Estimate.
- Schematic Design Packages (half size plans) with alternatives and Cost Estimate.
- Outline Specifications.
- A statement indicating changes made to the program/master plan.

1.1.12 Presentation

- 1.1.12.1 Design-Builder along with subconsultants shall present and review with JUDICIARY the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by JUDICIARY at no additional cost to JUDICIARY.

1.1.13 Project Cessation Provisions

- 1.1.13.1 Upon completion of the schematic design study, JUDICIARY shall have the right to terminate this Contract upon written notice of such termination to Design-Builder.

JUDICIARY shall pay the Design-Builder only the fee associated with the services provided for Schematic Design. All projects documents and plans shall become the property of JUDICIARY.

2. DESIGN DEVELOPMENT (DD) 60%

- 2.1 Upon written authorization by JUDICIARY to proceed with Design Development, Design-Builder shall prepare from the Schematic Design documents approved by JUDICIARY. Design Development documents shall incorporate accepted Schematic Design review comments and consist of the following:

2.1.1 Architectural

- 2.1.1.1 Scaled, dimensioned floor plans with final room locations including all openings.
- 2.1.1.2 A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
- 2.1.1.3 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- 2.1.1.4 Identification of all fixed equipment to be installed in construction contract.

- 2.1.1.5 Site plan completely drawn with beginning notes and dimensions including grading and paving.
- 2.1.1.6 Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- 2.1.1.7 Site utility plans started.
- 2.1.1.8 Preliminary development of details and large-scale blow-ups.
- 2.1.1.9 Legend showing all symbols used on drawings.
- 2.1.1.10 Floor plans identifying all fixed and major movable equipment and furniture.
- 2.1.1.11 Further refinement of Schematic Design outline specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems, and equipment.
- 2.1.1.12 Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - Light fixtures
 - Ceiling registers or diffusers
 - Access Panels
- 2.1.1.13 Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- 2.1.1.14 Architectural details and large blow-ups started.
- 2.1.1.15 Well-developed finish, door, and hardware schedules.
- 2.1.1.16 Fixed equipment and furniture details and identification started.
- 2.1.2 Structural
 - 2.1.2.1 Structural drawing with all major members located and sized.
 - 2.1.2.2 Establish final building and floor elevations.
 - 2.1.2.3 Preliminary specifications.
 - 2.1.2.4 Identify foundation requirement (fill requirement, piles, etc.) with associated soil pressure, water table and seismic center, if applicable.
 - 2.1.2.5 Structural floor plans and sections with detailing well advanced.

- 2.1.2.6 Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- 2.1.2.7 Completed coversheet with general notes, symbols and legends.
- 2.1.3 Mechanical:
 - 2.1.3.1 Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
 - 2.1.3.2 Major mechanical equipment should be scheduled indicating size and capacity.
 - 2.1.3.3 Ductwork and piping should be substantially located and sized.
 - 2.1.3.4 Devices in ceiling should be located.
 - 2.1.3.5 Legend showing all symbols used on drawings.
 - 2.1.3.6 More developed outline specifications indicating quality level and manufacturer.
 - 2.1.3.7 Mechanical calculations virtually completed with all piping and ductwork sized.
 - 2.1.3.8 Large scale mechanical details should be started.
 - 2.1.3.9 Mechanical schedule for equipment substantially developed.
- 2.1.4 Electrical
 - 2.1.4.1 All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
 - 2.1.4.2 All major electrical equipment should be scheduled indicating size and capacity.
 - 2.1.4.3 Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels transformers and emergency generators, if required.
 - 2.1.4.4 Legend showing all symbols used on drawings.
 - 2.1.4.5 Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.

- 2.1.4.6 Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
- 2.1.4.7 All electrical equipment schedules should be started.
- 2.1.4.8 Special system components should be approximately located on plans (audio, video, security, phone, data, fire alarm, etc.)
- 2.1.4.9 Provide site lighting layout and photometric calculations.
- 2.1.5 Civil
 - 2.1.5.1 Further refinement of Schematic Design development of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
 - 2.1.5.2 Further refinement of Schematic Design roadways, parking, site utilities and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections, as applicable.
 - 2.1.5.3 Identify, coordinate and prepare all regulatory agency reports, permits and inspections that will be required.
- 2.1.6 Landscape
 - 2.1.6.1 Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines and controllers, as applicable.
- 2.1.7 JUDICIARY shall provide JUDICIARY's standard general conditions.
- 2.1.8 Specifications
 - 2.1.8.1 Further refinement of the outline specifications developed during schematic design consistent with the design development phase of the project.
- 2.1.9 Permits
 - 2.1.9.1 Provide an update as to the status of all required permit application submittals and approvals.
- 2.1.10 Estimate
 - 2.1.10.1 Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. Also provide an estimate sorted by bid packages. The estimate shall include individual

item unit costs of materials, labor and equipment. GRT tax, contractor's mark-ups and general conditions shall be listed separately.

2.1.11 Meetings

2.1.11.1 During Design Development it is anticipated that two (2) meetings per month will convene to address specific design issues and to facilitate the decision making process. Such meetings shall be held at JUDICIARY's Procurement Conference Room. Documented decisions made at such meetings and subsequently approved by JUDICIARY shall be binding. Any revisions or reconsiderations of such decisions affecting program master plan and schematic design shall change the scope of services of the Design-Builder. JUDICIARY and Design-Builder shall schedule progress meetings to coincide with the Design-Builder's coordination meeting. Design-Builder shall record and distribute meeting minutes to all parties in attendance.

2.1.12 Review by JUDICIARY or PM

2.1.12.1 Design drawings shall be reviewed by JUDICIARY, or the PM if a PM has been retained, and review comments shall be incorporated into the design drawings at no additional cost to JUDICIARY.

2.1.13 Deliverables

2.1.13.1 Design-Builder shall provide to JUDICIARY the following materials resulting from the work of the Project in quantities as determined prior to reproduction for submittal:

2.1.13.1.1 Full size sets of plans from all professional disciplines necessary to deliver the project

2.1.13.1.2 Half size sets of plans from all professional disciplines necessary to deliver the project

2.1.13.1.3 Design Development Specifications

2.1.13.1.4 Cost Estimate

3. CONSTRUCTION DOCUMENT (CD) 100%

3.1 Upon written authorization from JUDICIARY to proceed with the Construction Documents, Design-Builder shall prepare from Design Development Documents approved by JUDICIARY, Construction Documents incorporating accepted Design Development review comments and consisting of the following:

3.1.1 Construction Documents – 100% Stage

- 3.1.1.2 Architectural
 - 3.1.1.2.1 Completed site plan, as applicable.
 - 3.1.1.2.2 Completed floor plans, elevations and sections.
 - 3.1.1.2.3 Architectural details and large blow-ups completed.
 - 3.1.1.2.4 Finish, door and hardware schedules completed, including all details.
 - 3.1.1.2.5 Site utility plans completed.
 - 3.1.1.2.6 Fixed equipment and furniture details and identification completed.
 - 3.1.1.2.7 Reflected ceiling plans completed.
- 3.1.1.3 Structural
 - 3.1.1.2.8 Structural floor plans and sections with detailing completed.
 - 3.1.1.2.9 Structural calculations completed.
- 3.1.1.4 Mechanical
 - 3.1.1.4.1 Large scale mechanical details complete.
 - 3.1.1.4.2 Mechanical schedules for equipment completed.
 - 3.1.1.4.3 Completed electrical schematic for environmental cooling and exhaust equipment.
 - 3.1.1.4.4 Complete energy conservation calculations and report.
- 3.1.1.5 Electrical
 - 3.1.1.5.1 Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - 3.1.1.5.2 Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
 - 3.1.1.5.3 All electrical equipment schedules completed.
 - 3.1.1.5.4 Special system components plans completed.
Electrical load calculations completed (audio, video, security,

phone, data, fire alarm, etc.)

3.1.1.5.5 Site lighting layout and photometric calculations completed.

3.1.1.6 Civil

3.1.1.6.1 All site plans, site utilities, parking and roadway systems completed, as applicable.

3.1.1.7 Specifications

3.1.1.7.1 Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal".

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for JUDICIARY maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by JUDICIARY and corrections made as directed at no cost to JUDICIARY.

3.1.1.7.2 Coordination of the development of specifications by other disciplines.

3.1.1.7.3 Specifications shall be in CSI format.

3.1.1.8 Estimate

3.1.1.8.1 Update and refine the 60% Design Development phase estimate to a 100% estimate.

3.1.1.9 Permits

3.1.1.9.1 Report on the status of all required permit approvals.

3.1.1.10 Deliverables

3.1.1.10.1 Design-Builder shall provide to JUDICIARY the following materials resulting from the work of the Project in quantities as determined prior to reproduction for submittal:

One hundred percent (100%) submittal - Full size sets of the one

hundred percent (100%) working drawings, specifications, engineering calculations and cost estimate.

Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes.

A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget.

Files including all correspondence, meeting, back check comments, checklists, etc. to date.

3.1.2 Construction Documents Final Stage

3.1.2.1 The construction document final stage shall be for the purpose of the Design-Builder incorporating all JUDICIARY-accepted Construction Documents review comments and Regulatory Agencies' comments into the drawings, specifications, and estimate. All corrections made by the Design-Builder during this stage should be at no additional cost to JUDICIARY.

3.1.2.2 The Design-Builder shall make corrections as required, to reflect regulatory agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made in a timely manner and at no cost to JUDICIARY.

3.1.2.3 The Design-Builder shall update and refine the subcontractor's completed Construction Documents.

3.1.2.4 Upon written approval by JUDICIARY that the documents are complete, Design-Builder shall provide to JUDICIARY completed original mylars and a complete set of specifications on reproducible masters.

3.1.2.5 Deliverables

3.4.2.5.1 The final contract documents delivered to JUDICIARY upon completion of the Design-Builder's work shall consist of the following:

3.4.2.5.2 Drawings: Original mylars of all drawings on Design-Builder's with each subconsultant's Guam license stamp.

3.4.2.5.3 Specifications: Original technical specifications on reproducible masters in CSI format.

3.1.3 During the Construction Document development it is anticipated that two (2) meetings per month will convene to address specific design issues and to facilitate the decision

making process. Such meetings shall be held at the Guam Judicial Center Procurement Conference room. Documented decisions made at such meetings and subsequently approved by JUDICIARY shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Design-Builder. Design-Builder shall record and distribute meeting minutes to all parties in attendance.

D. CONSTRUCTION PHASE SERVICES

1. Architect shall participate in the Pre-Construction Conference. Meeting coordination and minutes shall be provided by Design-Builder.
2. Architect shall participate in weekly meetings with the construction contractor. Meeting coordination and minutes shall be provided by Design-Builder.
3. Architect shall review submittals submitted to Design-Builder and forwarded to Architect for shop drawings, Project information, manufacturers' O&M manuals, shop and mill test results and alternate products for compliance with the Contract Documents.
4. Architect shall respond to Requests for Information forwarded to Architect by Design-Builder. Architect shall issue, as necessary, written and verbal interpretations and clarifications of the Contract Documents. Architect shall prepare sketches to clarify Contract Documents where necessary.
5. Architect shall respond to requests for change orders forwarded by Design-Builder and provide recommendations to Design-Builder for change orders. This work will involve Architect's comments on change order memos and preparation of necessary sketches, if required. Design- Builder shall prepare the change order documents.
6. Architect shall respond to requests from Design-Builder for recommendations regarding Work Change Directives. All design and engineering questions and revisions will be forwarded to Architect by Design-Builder for Architect's recommendation.
7. Architect shall visit the site weekly. Architect's visits shall be conducted by Architects familiar with the design of the Project, including Architect's mechanical, structural, electrical and instrumentation Architects, when appropriate.
8. Architect will provide opinions and observations in writing to Design-Builder regarding compliance with plans and specifications for improvements that are observed by the Architect at the time of the Architect's visits.
9. Architect will review record drawings throughout the construction phase to insure that they are updated monthly and current. A final review of the completed record documents will be provided. As-builts shall be submitted to PM on 4 mil mylars for their review and certification. [coordinate with paragraphs 6.1.8 and 7.1.1 of the PM contract]

EXHIBIT B

PRE-CONSTRUCTION PHASE SERVICES

(Scope of Services Fee Breakdown)

EXHIBIT C

SCHEDULE

EXHIBIT D

GUARANTEED MAXIMUM PRICE (GMP) Proposal

The enclosed Guaranteed Maximum Price (GMP) Proposal shall be completed at the time of submittal of the GMP for the Project and include associated backup information. The GMP, if approved, will be separately approved with the approval of the Construction Phase. Indirect Cost percentages shall be established prior to executing the Contract.

EXHIBIT E

LIST OF CONSTRUCTION ALLOWANCE ITEMS

(To be incorporated as a future Change Order)

EXHIBIT F

LIST OF CONTRACT DOCUMENTS

(To be incorporated as a future Change Order)

EXHIBIT G

SITE DESCRIPTION

See existing Guam Law Library Drawings provided as a part of this RFP package

EXHIBIT H

DESIGN-BUILDER TEAM AND KEY PERSONNEL

EXHIBIT I
BILLING RATES

EXHIBIT I

EXHIBIT J

DESIGNATION OF JUDICIARY'S AUTHORIZED REPRESENTATIVES

JUDICIARY's Authorized Representative is:

Gloria J. Long, Procurement and Facilities Management Administrator

EXHIBIT K

INSURANCE REQUIREMENTS ****

1. DESIGN WORK

- 1.1 Without limiting any obligations or liabilities of Design-Builder, Design-Builder shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the Territory of Guam (admitted insurer) with an AM Best, Inc. rating of A or above or an equivalent qualified unlicensed insurer by the Territory of Guam (non-admitted insurer) with policies and forms satisfactory to JUDICIARY. Failure to maintain insurance as specified may result in termination of this Contract at JUDICIARY's option. If the Design-Builder is not the architect or engineer on the Project, the architect or engineer contracting with the Design-Builder shall comply with the requirements for Professional Liability insurance set forth in this Section 1.9.2.
- 1.2 No Representation of Coverage Adequacy. By requiring insurance herein, JUDICIARY does not represent that coverage and limits will be adequate to protect Design-Builder. JUDICIARY reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Design-Builder from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.
- 1.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, JUDICIARY, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.
- 1.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by JUDICIARY, unless specified otherwise in this Contract.
- 1.5 Primary Insurance. Design-Builder's insurance shall be primary insurance as respects performance of subject contract and in the protection of JUDICIARY as an Additional Insured.
- 1.6 Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
- 1.7 Waiver. All policies, except Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against JUDICIARY, its agents, representative,

officials, directors, officers, and employees for any claims arising out of the work or services of Design-Builder. Design-Builder shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

1.8 Evidence of Insurance. Prior to commencing any work or services under this Contract, Design-Builder shall furnish JUDICIARY with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Design-Builder's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. If a Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. Such Certificate(s) shall identify the Contract and be sent to JUDICIARY's Procurement Office. If any of the above-cited policies expire during the life of this Contract, it shall be Design-Builder's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1.8.1 JUDICIARY, its agents, representatives, officers, directors, officials, employees is an Additional Insured as follows:

- a) Commercial General Liability or equivalent.
- b) Auto Liability or equivalent.
- c) Excess Liability-Follow Form to underlying insurance.

1.8.2 Design-Builder's insurance shall be primary insurance as respects performance of this Contract.

1.8.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against JUDICIARY, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Design-Builder under this Contract.

1.8.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

1.8.5 Certificate shall include project descriptive information including:

- a) Project Name.
- b) Project Number.
- c) Contract Number.

1.9 Required Coverage:

- 1.9.1 Commercial General Liability: Design-Builder shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, JUDICIARY, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of 'your work' for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 1.9.2 Professional Liability: Design-Builder shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Design-Builder, or anyone employed by Design-Builder, or anyone for whose acts, mistakes, errors and omissions Design-Builder is legally liable, with a liability insurance limit of \$2,000,000 each claim and \$4,000,000 unimpaired liability limit for all claims. Professional Liability coverage specifically for Architects, Engineers and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Contract. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Design-Builder shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above. Design-Builder shall require all subconsultants or subcontractors to maintain the same Professional Liability insurance, except that the liability insurance limit may be \$1,000,000 each claim and \$2,000,000 unimpaired liability limit for all claims. All Certificates of Insurance shall state that JUDICIARY is the certificate holder for purposes of the Certificate.
- 1.9.3 Vehicle Liability: Design-Builder shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Design-Builder's owned, hired, and non-owned vehicles assigned to or used in the performance of the Design-Builder's work or services under this Contract. To the fullest extent allowed by law, for claims arising out of performance of this Contract, JUDICIARY, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 1.9.4 Workers' Compensation Insurance: Design-Builder shall maintain Workers'

Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Design-Builder's employees engaged in the performance work or services under this Contract and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

1.9.5 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

2. CONSTRUCTION WORK

- 2.1 General: Design-Builder agrees to comply with all JUDICIARY ordinance and state and federal laws and regulations.
- 2.2 Without limiting any obligations or liabilities of Design-Builder, Design-Builder shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the Territory of Guam with an AM Best, Inc. rating of A or above with policies and forms satisfactory to JUDICIARY. Failure to maintain insurance as specified may result in termination of this Contract at JUDICIARY's option.
- 2.3 No Representation of Coverage Adequacy: By requiring insurance herein, JUDICIARY does not represent that coverage and limits will be adequate to protect Design-Builder. JUDICIARY reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in the Contract Documents or failure to identify any insurance deficiency shall not relieve Design-Builder from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of the Contract.
- 2.4 Additional Insured: All insurance coverage and self insured retention or deductible portions, except Workers Compensation Insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the Contract, JUDICIARY, its agents, representatives, officers, directors, officials, and employees as Additional Insured as specified under the respective coverage sections of this Contract Documents.
- 2.5 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work or services required to be performed under the terms of subject Contract is satisfactorily performed, completed and formally accepted by JUDICIARY, unless specified otherwise in this Contract Documents.
- 2.6 Primary Insurance: Design-Builder's insurance shall be primary insurance as respects performance of subject Contract and in the protection of JUDICIARY as an Additional Insured.
- 2.7 Occurrence Basis: All insurance coverage shall be on an occurrence basis and not a claims made basis.

- 2.8 Waiver: All policies, except Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against JUDICIARY, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Work. Design-Builder shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 2.9 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to JUDICIARY. Design-Builder shall be solely responsible for any such deductible or self-insured retention amount. JUDICIARY, at its option, may require Design-Builder to secure payment or such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 2.10 Use of Subcontractors: If any Work under the Contract Documents is subcontracted in anyway, Design-Builder shall execute a written Contract with Subcontractor containing at a minimum the same Indemnification Clause and Insurance Requirements set forth herein (except that the policy amounts may be reduced commensurate with the subcontract duties of each subcontractor) protecting JUDICIARY and Design-Builder. Design-Builder shall be responsible for executing the Contract with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 2.11 Evidence of Insurance: Prior to commencing any Work under the Contract Documents, Design-Builder shall furnish JUDICIARY with Certificate(s) of Insurance, or formal endorsements as required by the Contract Documents, issued by Design-Builder's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage specified in the Contract Documents and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as evidence of coverage, JUDICIARY shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. Such certificates shall identify the Project. If any of the above-cited policies expire during the life of the Contract, it shall be Design-Builder's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:
- 2.12 JUDICIARY, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:
- a) Commercial General Liability.
 - b) Auto Liability.
 - c) Excess Liability.
- 2.13 Design-Builder's insurance shall be primary insurance as respects performance of Contract.
- 2.14 All policies, including Workers Compensation, waive rights of recovery (subrogation) against JUDICIARY, its agents, representatives, officers, directors, officials and employees for any

claim arising out of Work performed by Design-Builder under the Contract Documents.

2.15 Certificate shall cite 30-day advance notice cancellation provision. If an ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

2.16 Certificate shall include project descriptive information including:

- a) Project Name.
- b) Project Number.
- c) Contract Number.

2.17 REQUIRED COVERAGE :

2.17.1 Commercial General Liability: Design-Builder shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Offices, Inc. policy form or equivalent thereof, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, JUDICIARY, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement which shall read "Who is an Insured (Section 11) is amended to include as an insured the person or organization shown in JUDICIARY, but only with respect to liability arising out of 'your work' for that insured by or for you." Design-Builder, its successors and or assigns, is required to maintain Commercial General Liability insurance as specified hereunder for a minimum period of three (3) years following completion and acceptance of subject Work. Design-Builder shall submit Certificate of Insurance evidencing such Commercial General Liability insurance during said three year period containing all of the insurance requirements set forth herein including naming JUDICIARY, its agents, representatives, officers, directors, officials and employees as Additional Insured as required. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2.17.2 Vehicle Liability. Design-Builder shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Design-Builder's owned, hired, and non-owned vehicles assigned to or used in the performance of the Work. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of the Work, an endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property

damage. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, JUDICIARY, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- 2.17.3 Worker's Compensation Insurance: Design-Builder shall maintain Worker Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of Design-Builder's employees engaged in the performance of the Work and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.
- 2.17.4 Builder's "All Risk": Design-Builder shall maintain Builder's "All Risk" Insurance in an amount not less than one hundred percent (100%) of the Contract price. Such policy shall include coverage for fire, lightning, vandalism, malicious mischief, riot, civil commotion, smoke, sprinkler leakage, water damage, windstorm, earthquake, landslide, flood and collapse or loss due to the results of faulty workmanship during the Contract Time and until Final Acceptance of the Work by JUDICIARY.

EXHIBIT L
PERFORMANCE BOND

EXHIBIT M
AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

Project _____

To Judiciary of Guam:

The undersigned hereby certifies that (1) all lawful claims for Materials, rental of equipment and labor used in connection with the construction of the above Project, whether by Subcontractor or claimant in person, have been duly discharged; and (2) to the best of undersigned's knowledge, there are not any disputed or unresolved claims of any type for Materials, equipment or labor in connection with this Project.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described Project. The undersigned further agrees to indemnify and save harmless Judiciary of Guam against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said Judiciary of Guam may suffer arising out of the failure of the undersigned to pay for all labor performance and Materials furnished for the performance of said installation.

Signed and dated at _____, this ____ day of _____, 20__.

Design-Builder
By _____
Territory of Guam)
) SS.
Hagatna, Guam)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20__

Notary Public

My Commission Expires:

EXHIBIT N

TOTAL PROJECT COST

1. "Cost of the Work". The term "Cost of the Work" shall mean Construction Costs associated with project Specification Divisions 1-16 incurred by the Design-Builder in the performance of the Work. The following are categories of cost and expense to be paid by JUDICIARY to the Design-Builder as Cost of the Work and are identified in the Guaranteed Maximum Price (GMP) Form given in Exhibit D:
 - 1.1 A 1 Labor and Burden
 - A2 Equipment (Owned and Rented)
 - A3 Materials, Supplies, and Fees
 - A4 Subcontracts
 - A5 Allowances & Contingencies
2. Construction Costs
 - 2.1 Labor and Burden Costs
 - 2.1.1 Wages of construction workers directly employed by the Design-Builder or the Contractor to perform the construction of the Work at the Site or, with JUDICIARY's agreement, at off-site workshops.
 - 2.1.2 Wages or salaries of the Design-Builder's or Contractor's supervisory and administrative personnel when stationed at the Site and wages, salaries and other costs of project management, preconstruction services, form design, foundation engineering, manpower planning, purchasing, estimating and data processing, whether performed at the Site or in the Design-Builder's or Contractor's offices, including, but not limited to services rendered during the Design Phase of the Project.
 - 2.1.3 Wages and salaries of the Design-Builder's or Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
 - 2.1.4 Burden: Costs paid or incurred by the Design-Builder or the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in subsections 2.1.1 through 2.1.3 above.
 - 2.2 Equipment (Owned and Rented)
 - 2.2.1 Costs, including transportation equipment incorporated or to be incorporated in the completed construction.
 - 2.3 Materials, Supplies, and Fees Costs

- 2.3.1 Costs of materials described in subsection 2.3.1 in excess of those actually installed which are required to provide reasonable allowance for waste and spoilage. Unused excess materials, if any, shall be handed over to JUDICIARY at the completion of the Work, or at JUDICIARY's option, shall be sold by the Contractor, amount realized, if any, from such sales shall be credited to JUDICIARY as a deduction from the Cost of the Work.
- 2.3.2 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the Site and fully consumed in the performance of the Work; and cost, less salvage value, on such items if not fully consumed, whether sold to others or retained by the Contractor. Costs for items previously used by the Contractor shall mean fair market value.
- 2.3.3 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the Site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rental charges for equipment owned by the Contractor shall be at then prevailing rates.
- 2.3.4 Costs of removal of debris from the Site.
- 2.3.5 Costs of facsimiles, telegrams and long distance telephone calls, postage and delivery charges (whether originating at the Site or at the offices of the Design-Builder or the Contractor), telephone service at the Site and reasonable petty cash expenses of the Site office.
- 2.3.6 That portion of the reasonable travel and subsistence expenses of the Design-Builder's and Contractor's personnel incurred while traveling in discharge of duties connected with the Work.
- 2.3.7 Fees and assessments for any permits, licenses and inspections required by the Contract Documents.
- 2.3.8 Fees of testing laboratories for tests required by the Contract Documents or governmental authorities.
- 2.3.9 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents. The costs of defending suits or claims for infringement of patent rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Design-Builder or the Contractor resulting from such suits or claims and payments of settlements in connection therewith.
- 2.3.10 Deposits lost for cause other than the Design-Builder's or Contractor's negligence.
- 2.4 Subcontractor Costs
 - 2.4.1 Amounts due Subcontractors in accordance with the requirements of the Subcontracts.
- 2.5 Allowances & Contingencies Costs

- 2.5.1 Those Owner controlled costs identified in Exhibit E associated with work items that have been specifically defined through negotiations with JUDICIARY and are identified in the Guaranteed Maximum Price (GMP) Form given in Exhibit D with associated pricing.
- 2.5.2 The contractor contingency belongs to the Design-Builder if it is needed but is returned to JUDICIARY if it goes unused. It reflects the incomplete nature of the drawings and specifications at the time the GMP is established and may be used to cover unanticipated costs that arise during construction. Written approval from JUDICIARY is required for Design-Builder use of this contingency.

3. "Indirect Costs". The term "Cost of the Work" shall mean costs not associated with project Specification Divisions 1-16 incurred off the project site by the Design-Builder in the performance of the Work. The following are categories of cost and expense to be paid by JUDICIARY to the Design- Builder as Indirect Costs and are identified in the Guaranteed Maximum Price (GMP) Form given in Exhibit D:

3.1 General Conditions

3.1.1 Salaries and other compensation of the Design-Builder's or Contractor's personnel stationed at the Contractor's principal office or offices other than the Site, except as specifically provided in subsections 2.1.2 and 2.1.3 above.

3.1.2 Expenses of the Design-Builder's or Contractor's principal office and offices, other than the Site office.

3.1.3 Overhead and general expenses, except as may be included in Sections 1 and 2 above.

3.1.4 The capital expenses of the Design-Builder and the Contractor, including interest on capital employed for the Work.

3.1.5 Home office profit and overhead expenses.

3.1.6 Any bonuses awarded by to the Design-Builder to its employees or subcontractors.

3.2 Fee

3.2.1 "Fee" means the profit payable to the Design-Builder, which is a part of the GMP, as more fully described on Exhibit D attached hereto

3.3 Bonds

3.3.1 "Bonds" refers to the Payment and Performance Bonds identified in Contract Article 7 that shall be furnished to JUDICIARY prior to the commencement of Construction Work on the Site.

3.4 Insurance

3.4.1 "Insurance" to be provided is described in Exhibit K.

3.5 Gross Receipts Taxes (GRT)

3.5.1 "GRT Taxes" refers to those sums to be paid as a percentage of the GMP.

3.6 Preconstruction Services

3.6.1 Those services identified in this Contract that are to be performed during the design phases of the Project by the Design-Builder.

3.7 Total Project Cost

3.7.1 Total Project Cost is the sum total of the GMP, Preconstruction Services, and any prior phase GMP's.

BUILDING CODES

(21 GCA Real Property Chapter 67)

**21 GCA REAL PROPERTY
CH. 67 THE BUILDING CODE**

**CHAPTER 67
THE BUILDING CODE**

2009 NOTE: Pursuant to P.L. 30-025:5 (June 16, 2009), as amended by :

Section 5. Fees. All fees in effect upon the enactment of this Act *shall* continue to be in effect.

2010 NOTE: Pursuant to P.L. 30-084:3 (Feb. 9, 2010), adds Section 11 to P.L. 30-025, as amended by P.L. 30-159:3 (July 14, 2010).

P.L. 30-025, P.L. 30-084 and P.L. 30-159, repealed by P.L. 30-199:2 (Sept. 21, 2010):

“Section 11. Adoption of Referenced Codes. Pursuant to the adoption of the IBC 2009, associated codes referenced in the IBC 2009, and subsequent updates to the IBC 2009, are hereby adopted in whole, or in part, as deemed appropriate for Guam, subject to review and determination by the Director of the Department of Public Works (DPW) specifically, but *not* limited to, the codes listed in Sections 101.4.1 through 101.4.4 and Section 101.4.6 [International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Property Maintenance Code, International Energy Conservation Code] and subject to the review and determination by the Chief of the Guam Fire Department (GFD), of Section 101.4.5 [the International Fire Code (IFC)]. This determination *shall* be made *no later than* sixty (60) days after enactment of this Act, and transmitted to *I Liheslatura* for ratification. Additionally, the DPW Director and GFD Chief *shall* publish in a newspaper of general circulation their determination to adopt, in whole or in part, the IBC 2009 and the respective Sections 101.4 through 101.4.6”.

Article 1. General Standards.

Article 2. Elevator Installations.

Article 3. Boiler Installation.

Article 4. Housing Code.

**ARTICLE 1
GENERAL STANDARDS**

- § 67101. International Building Code Adopted.
- § 67101.1. International Fuel Gas Code Adopted.
- § 67101.2. International Mechanical Code Adopted.
- § 67101.3. International Plumbing Code Adopted.
- § 67101.4. International Private Sewage Disposal Code Adopted. The
- § 67101.5. International Residential Code Adopted.
- § 67101.6. International Existing Building Code Adopted.
- § 67101.7. Availability of Amended Codes.
- § 67101.8. Guam Building Code Council.
- § 67102. Mechanical Standard. [Repealed].

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- § 67103. Electrical Installations
- § 67104. Plumbing Installations. [Repealed].
- § 67105. Concrete/Masonry Standards. [Repealed].

§ 67101. International Building Code Adopted.

The *International Building Code* (IBC), 2009 edition, including Appendices C, E, F, G, H, I, J, and K, as published by the International Code Council, is hereby adopted and enacted as the building code for Guam. The IBC *shall* be recognized as the standard for the furtherance of the intent of Chapter 66, The Building Law, of this Title, which is to secure and promote the safety, health, and general welfare of the people of Guam by providing standards for the location, design, material, construction, alteration, repair, building service equipment, maintenance, use, occupancy, moving, removal, and demolition of buildings, structures and appurtenances thereto in Guam.

SOURCE: P.L. 23-88 renumbered § 67101 as subsection (a) and added a new subsection (b). Repealed and reenacted by P.L. 30-025:2 (June 16, 2009), effective, one hundred eighty-one (181) calendar days from date of enactment. This effective date was extended to June 30, 2010, pursuant to P.L. 30-084:2 (Feb. 8, 2010) and further extended to October 1, 2010, pursuant to P.L. 30-159:2 (July 14, 2010). Amended by P.L. 30-199:3 (Sept. 21, 2010).

2010 NOTE: P.L. 30-199:2 (Sept. 21, 2010) repealed P.L. 30-025, P.L. 30-084 and P.L. 30-159, thereby, restoring this section to its original version prior to the enactment of P.L. 30-025.

NOTE: Enacted as uncodified Section 1 of P.L. 14-112. Amended by uncodified § 4 of P.L. 17-76 to refer, wherever found, to "the latest edition" of the UBC, rather than to any specific edition. Because of the size and scope of the UBC, it is impractical for the Compiler to incorporate the UBC into this Code. Therefore, only Guam sections will be found here, and the UBC may be had from any appropriate commercial source.

NOTE: As part of the adoption of the UBC by P.L. 14-112, § 8 of that law repealed "Sections 31011(a), 31058, 31100 through 35802, 36405 and 36408 of the Government Code".

NOTE: Because of the size and scope of the IBC it is impractical to incorporate the IBC into the GCA. Only Guam sections will be found here, and the IBC may be had from any appropriate commercial source.

§ 67101.1. International Fuel Gas Code Adopted.

The *International Fuel Gas Code*, 2009 edition, including all Appendices, as published by the International Code Council, is hereby adopted as amended.

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SOURCE: Added by P.L. 30-199:4 (Sept. 21, 2010).

§ 67101.2. International Mechanical Code Adopted.

The *International Mechanical Code*, 2009 edition, including Appendix A, as published by the International Code Council, is hereby adopted as amended.

SOURCE: Added by P.L. 30-199:4 (Sept. 21, 2010).

§ 67101.3. International Plumbing Code Adopted.

The *International Plumbing Code*, 2009 edition, including Appendices C, E, and F, as published by the International Code Council, is hereby adopted as amended.

SOURCE: Added by P.L. 30-199:4 (Sept. 21, 2010).

§ 67101.4. International Private Sewage Disposal Code Adopted. The *International Private Sewage Disposal Code*, 2009 edition, including Appendices A and B, as published by the International Code Council, is hereby adopted as amended.

SOURCE: Added by P.L. 30-199:4 (Sept. 21, 2010).

§67101.5. International Residential Code Adopted.

The *International Residential Code*, 2009 edition, including Appendices A, B, C, D, G, I, J, K, M, O, P, and Q, as published by the International Code Council, is hereby adopted as amended.

SOURCE: Added by P.L. 30-199:4 (Sept. 21, 2010).

§ 67101.6. International Existing Building Code Adopted.

The *International Existing Building Code*, 2009 edition, including all Appendices, as published by the International Code Council, is hereby adopted as amended.

SOURCE: Added by P.L. 30-199:4 (Sept. 21, 2010).

§ 67101.7. Availability of Amended Codes.

Amendments and exemptions made to the *International Fire Code*, as well as amendments and exemptions made to any codes adopted by this Chapter, *shall* be made available to the public, at *no* cost, through the appropriate divisions within the Department of Public Works and the Guam Fire Department. This subsection *does not* obligate these agencies to provide the entire code to the public for free.