



# INDEPENDENT AND PROFESSIONAL SERVICES CONTRACT

## ISLAND ROAD MAINTENANCE

Guam Visitors Bureau  
and  
GET, LLC

## TABLE OF CONTENTS

ARTICLE 1: THE CONTRACT AND THE CONTRACT DOCUMENTS	3
ARTICLE 2: DURATION OF CONTRACT	4
ARTICLE 3: CONTRACTOR'S REPRESENTATIONS	4
ARTICLE 4: CONTRACTOR'S DUTIES AND RESPONSIBILITIES	5
ARTICLE 5: COMPENSATION	5
ARTICLE 6: CONTRACTOR'S TIME OF PERFORMANCE	5
ARTICLE 7: ASSIGNMENT AND SUBCONTRACTING	6
ARTICLE 8: INDEMNIFICATION	6
ARTICLE 9: GVB'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES	7
ARTICLE 10: CHANGES AND EXTENSIONS OF TIME	7
ARTICLE 11: MODIFICATION DUE TO PUBLIC WELFARE OR CHANGE IN LAW	8
ARTICLE 12: CLAIMS BASED ON GVB'S ACTS OR OMISSIONS	9
ARTICLE 13: TERMINATION	10
ARTICLE 14: PRICE ADJUSTMENT	13
ARTICLE 15: OWNERSHIP OF DOCUMENTS	14
ARTICLE 16: CONFIDENTIALITY	15
ARTICLE 17: NONDISCRIMINATION	16
ARTICLE 18: DISPUTES	16
ARTICLE 19: REMEDIES	17
ARTICLE 20: REQUIRED CLAUSES	17
ARTICLE 21: MISCELLANEOUS PROVISIONS	18
APPENDIX A: GENERAL PROVISIONS	20
APPENDIX B: TECHNICAL SPECIFICATIONS/GENERAL SCOPE OF WORK	26
APPENDIX C: GET, LLC NEGOTIATED SCHEDULE	33

## AGREEMENT

This Independent Professional Services Agreement for **ISLAND ROAD MAINTENANCE**, (the "Contract") is made and entered into by the **GUAM VISITORS BUREAU**, 401 Pale San Vitores Road, Tumon, Guam 96913, a public, non-stock corporation ("GVB") and **GET, LLC**, P.O. Box 2646, Hagatna, Guam 96932 ("Contractor").

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, GVB and Contractor agree as follows:

### ARTICLE 1 THE CONTRACT AND THE CONTRACT DOCUMENTS

Wherever used in this instrument or in the other contract documents, and whether singular or plural, the following terms shall have the meanings indicated:

Change Order - A written order to the Contractor signed by GVB, issued after execution of the agreement authorizing an addition, deletion, or revision in the work, or an adjustment in the contract price or the contract time.

Contract - This agreement and all contract documents

Contract Documents - GVB's Invitation for Bid No. 2016-006 ISLAND ROAD MAINTENANCE project and the Contractor's Proposal submitted to GVB on September 1, 2016 and any or all other Documents prepared by Contractor and approved by GVB in accordance with this Contract, along with any special provisions added thereto with the consent of GVB, the agreement, the proposal forms and bid bonds, the notice of award, specifications, bid schedule with service fees, list of subcontractors, equipment data sheet and modifications.

Contract Price - The total amount in U. S. dollar currency payable to Contractor as stated in the contract documents.

Contract Time - The number of calendar days stated in the agreement for the completion of the work associated with a specified event authorized by GVB under the contract documents.

Contractor - GET, LLC, ("GET")

Modification - A mutually agreed upon Change of the contract documents.

Project - The specified event or project to be performed as provided in the contract documents.

Subcontractor - An individual, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

## ARTICLE 2 DURATION OF CONTRACT

2.0. This contract shall continue in effect for Fiscal Year 2017 from November 1, 2016 through September 30, 2017; the initial contract term. Thereafter it may be renewed annually for up to two (2) one year periods upon mutual agreement of the parties and subject to availability of funds.

2.1. Each renewal option provided for in this contract shall be subject to and based on the Contractor's receipt of a satisfactory performance evaluation from GVB at the end of each fiscal year period. The contractual obligations of GVB and the Contractor for the initial contract term and for each renewal fiscal period succeeding the first shall be subject to the appropriation and availability of funds.

2.2. Contractor understands and agrees that if the Government of Guam fails to appropriate funds, or if funds are not otherwise made available for continued performance of this Agreement for any year succeeding the initial contract term, this Agreement shall be canceled automatically as of the end of the term preceding a year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either GVB's rights or the Contractor's rights under any termination clause in this Agreement. GVB shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal year beyond the first fiscal year.

## ARTICLE 3 CONTRACTOR'S REPRESENTATIONS

3.0. As represented in executed affidavits submitted with the Contractor's proposal in response to GVB IFB 2016-006 and the conclusion of best and final offer negotiations between the Contractor and GVB, the Contractor is professionally qualified and licensed to act as the contractor for the Scope of Work and Services as solicited in GVB IFB 2016-006 and is, and will remain, licensed to perform the project under Guam law.

3.1. Contractor has the expertise, experience, and knowledge as well as the necessary personnel and financial capability to perform the Scope of Work and Services in accordance with the terms of this Contract and GVB IFB 2016-006.

3.2. Contractor assumes full responsibility for the acts and omissions of its contractors, sub-contractors or others employed or retained by Contractor in connection with the offered Scope of Work and Services of GVB IFB 2016-006.

#### **ARTICLE 4 CONTRACTOR'S DUTIES AND RESPONSIBILITIES**

Duties of the contractor include but are not limited to the Technical Specifications/General Scope of Work as agreed by the parties and outlined in Appendix B.

#### **ARTICLE 5 COMPENSATION**

GVB shall pay the Contractor a sum not to exceed TWO HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FORTY DOLLARS (USD \$214,440) as negotiated for Island Road Maintenance and detailed in the General Scope of Work in Appendix B for the Northern & Southern Route, to be invoiced monthly upon receipt of proper invoice from the Contractor and subject to the terms of Article 9 Section 9.0 of this contract.

#### **ARTICLE 6 CONTRACTOR'S TIME OF PERFORMANCE**

6.0. Time is of the essence of this contract, but the time for any act required to be done may be extended by the GVB. Contractor's delivery of initiatives and measurable outcomes will be determined in accordance with an agreed upon fiscal year plan and budget for the initiatives and milestones to be achieved for the support and development of this project.

6.1. Order to Stop Work. The GVB may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during

the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the GVB shall either:

(a) cancel the stop work order; or

(b) terminate the work covered by such order as provided in the "Termination for Default Clause or the "Termination for Convenience Clause of this contract.

6.2. Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(b) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

6.3. Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

6.4. Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

## ARTICLE 7 ASSIGNMENT AND SUBCONTRACTING

Contractor will not assign this contract, or subcontract performance under this contract, in whole or in part without the prior written consent of GVB in each instance. The consent by GVB to any assignment or subcontracting shall not constitute a waiver of the necessity for consent to any subsequent assignment. This prohibition against any assignment shall be construed to include a prohibition against any assignment by operation of law. Notwithstanding any assignment, Contractor shall remain fully liable on this contract and shall not be released from performing any of the terms, covenants, and conditions of this contract.

## **ARTICLE 8 INDEMNIFICATION**

GVB shall not be responsible nor held liable for any injury, damage or loss to persons or property resulting from Contractor's performance or non-performance of its duties and service under this Agreement. Contractor shall indemnify, hold harmless and defend GVB against any and all losses, liabilities, claims, actions, suits or complaints resulting from Contractor's performance or non-performance under this Agreement. If GVB is forced to defend itself based upon the actions or inaction of Contractor, then Contractor must pay GVB's attorney's fees and costs arising out of the action.

## **ARTICLE 9 GVB'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES**

9.0. Payment terms: Payment for goods and/or services will be made in monthly installments and tied to satisfactory progress of assigned tasks. Payment is due 30 days from receipt of a GVB approved invoice. In addition to payment, GVB shall undertake to perform the following:

9.0.1. Provide Project Information: GVB shall provide Contractor with information regarding GVB's requirements for the project including any desired or required design schedule.

9.0.2. Review of Documents: GVB shall review any documents submitted by Contractor requiring GVB's decision, and shall render any required decisions pertaining thereto.

9.0.3. Provide Notice of Defects: In the event GVB knows of any material fault or defect in the work, nonconformance with the Contract, or of any errors, omissions or inconsistencies, then GVB shall give prompt notice thereof in writing to Contractor.

9.0.4. Cooperation to Secure Permits, Licenses, Approvals, and Authorizations: GVB shall cooperate with Contractor in securing any necessary licenses, permits, approvals or other necessary authorizations for the project.

9.0.5. Timely Performance: GVB shall perform the duties set forth in this Article in a reasonably expeditious fashion so as to permit the orderly and timely progress of Contractor's Services and of the work.

9.1. Delay or Forbearance Not Waiver: GVB's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

## ARTICLE 10 CHANGES AND EXTENSIONS OF TIME

10.0. Change Order. By a written order, at any time, and without notice to surety, the GVB may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith;
- (b) method of shipment or packing; or
- (c) place of delivery.

10.1. Adjustments of Price or Time for Performance. If any such change order increases or decreases the Contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

10.2. Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (10.0.) (Change Order) of this clause, unless such period is extended by the GVB in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the territory is prejudiced by the delay in notification.



10.3. Claims Barred After Final Payment. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

10.4. Other Claims not Barred. In the absence of such a change order, nothing in this clause shall be deemed to restrict the Contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, Claims Based on GVB's Actions or Omissions, Notice of Claim Clause, or for breach of contract.

## **ARTICLE 11 MODIFICATION DUE TO PUBLIC WELFARE OR CHANGE IN LAW**

11.0. GVB shall have the power to make changes in the Agreement as a result of changes in law and to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare.

11.1. GVB shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor.

11.2. In the event of any future change in federal or Guam laws or GVB materially alters the obligations of the Contractor, or the benefits to GVB are altered, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, the Contractor or GVB shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. GVB and the Contractor agree to enter into good faith negotiations regarding modifications to the contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law.

## **ARTICLE 12 CLAIMS BASED ON GVB'S ACTS OR OMISSIONS**

12.0. Notice of Claim. If any action or omission on the part of the GVB requiring performance changes within the scope of the contract constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the contract in compliance with the directions of GVB, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) the Contractor shall have given written notice to the GVB:

(i) prior to the commencement of the work involved, if at that time the Contractor knows of the occurrence of such action or omission;

(ii) within 30 days after the Contractor knows of the occurrence of such action or omission, if the Contractor did not have such knowledge prior to the commencement of the work; or

(iii) within such further time as may be allowed by the GVB in writing.

This notice shall state that the Contractor regards the act or omission as a reason, which may entitle the Contractor to additional compensation, damages, or an extension of time. The GVB, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the GVB.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and

(c) the contractor maintains and, upon request, makes available to the GVB within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

12.1. Limitations of Clause. Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders, which are clearly not within the scope of the contract.

12.2. Adjustments of Price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

### ARTICLE 13 TERMINATION

13.0. Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract

provisions, or commits any other substantial breach of this contract, the GVB may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the GVB, such officer may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the GVB may procure similar supplies or services in a manner and upon terms deemed appropriate by the GVB. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

13.O.1. Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the GVB, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the territory has an interest.

13.O.2. Compensation. Payment for completed supplies delivered and accepted by the GVB shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the GVB; if the parties fail to agree, the GVB shall set an amount subject to the Contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The GVB may withhold from amounts due the Contractor such sums as the GVB deems to be necessary to protect the GVB against loss because of outstanding liens or claims of former lien holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.

13.O.3. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of sub-contractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the GVB within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the territory and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a sub-contractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the sub-contractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the GVB shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the GVB under the clause entitled (in fixed-price contracts, "Termination" for

Convenience in cost-reimbursement contracts) "Termination". (As used in this Paragraph of this clause the term "sub-contractor" means sub-contractor at any tier.)

13.O.4. Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the GVB, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the Contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

13.O.5. Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

13.1. Termination for Convenience. The GVB may, when the interest of the GVB so require, terminate this contract in whole or in part, for the convenience of the GVB. The GVB shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

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

13.1.2. Right to Supplies. The GVB may require the Contractor to transfer title and deliver to the territory in the manner and to the extent directed by the GVB:

(1) any completed supplies; and

(2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights(hereinafter called "manufacturing material") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The Contractor shall, upon direction of the GVB, protect and preserve property in the possession of the Contractor in which the GVB has an interest.

If the GVB does not exercise this right, the Contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 (U.S.C.G. §2706 is quoted at the end of this§6101(10)(d) Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

#### 13.1.3. Compensation.

(1) The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, the GVB may pay the Contractor, if at all, an amount set in accordance with Subparagraph (3) of this Paragraph.

(2) The GVB and the Contractor may agree to a settlement provided the Contractor has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the GVB, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated.

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

- (i) contract prices for supplies or services accepted under the contract;
- (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- (iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause.

These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph;

- (iv) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

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

## ARTICLE 14 PRICE ADJUSTMENT

14.0. Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

14.0.0 by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

14.0.1 by unit prices specified in the contract or subsequently agreed upon;

14.0.2 by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

14.0.3 in such other manner as the parties may mutually agree; or

14.0.4 in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

14.1. Submission of Cost or Pricing Data. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

## **ARTICLE 15 OWNERSHIP OF DOCUMENTS**

Documents Considered GVB's Property: The Contract Documents, including but not limited to, the drawings, specifications and other documents or things prepared by Contractor for the project, shall immediately become and be the sole property of GVB. Any documents furnished by GVB shall remain the property of GVB. Contractor may be permitted to retain copies of the Contract Documents and any documents furnished by GVB for its records with approval in writing of GVB; provided, however, that in no event shall Contractor use, or permit to be used, any portion or all of such documents on other projects without GVB's prior written authorization.

## **ARTICLE 16 CONFIDENTIALITY**

16.0. Information. Unless otherwise prohibited by law, the parties shall not disclose any documents, materials or information, whether verbal, written, recorded magnetic media or otherwise (collectively, the "Information"), made available or acquired for the purpose of carrying out this contract. Only authorized persons shall use and have access to the Information, and then only for the period such access is required to perform services under this Agreement. All necessary steps shall be taken by the parties to safeguard the confidentiality of the Information in conformance with any applicable statute and regulation.

16.1. The parties shall keep copies of the Information for so long as requested and the provisions of this section shall remain in effect as long as the parties agree. All of the information shall be returned promptly after use and all copies or derivations of the Information shall be physically and all copies or derivations of the information shall be physically and/or electronically destroyed. The parties shall include a letter attesting to the complete return of information and documenting the destruction of copies and derivations with the returned Information.

16.2. The Contractor shall not enter into any agreements or discussions with a third party concerning such Information without the prior written consent of GVB, except if the Contractor requires the third party(ies) to agree to the terms of the confidentiality set forth herein and the Information is provided to such third party(ies) only for purposes of enabling the Contractor to discharge its responsibilities under this Agreement. GVB will not provide information concerning the Contractor without Contractor's prior written consent.

16.3. It is specifically provided that the limitations contained in this Paragraph "a" shall not apply (i) to the extent required by applicable law, (ii) to the extent that any information is now or hereafter becomes part of the public domain, but only to the limited extent that such Information, or any portion thereof, is in the public domain not as a result of any breach or violation of this Agreement, or (iii) to the extent that a party is directed otherwise under the terms of a valid and effective court order, issued by a court of competent jurisdiction.

## **ARTICLE 17 NONDISCRIMINATION**

As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any work under this Contract, Contractor, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended.

## **ARTICLE 18 DISPUTES**

18.0. All controversies between the GVB and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the GVB in writing, within 60 days after written request by the Contractor for a final decision concerning the controversy; provided, however, that if the GVB does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

18.1. The GVB shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

18.2. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking review of the decision in the Office of Public Accountability. It is understood that disputes concerning money owed to Contractor by the GVB are to be resolved pursuant to the Government Claims Act.

18.3. The Contractor shall comply with any decision of the GVB and proceed diligently with performance of this Agreement pending final resolution by the



Superior Court of Guam of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the contract by the GVB; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the GVB has made a written determination that continuation of work under the Agreement is essential to the public health and safety.

## **ARTICLE 19 REMEDIES**

Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

## **ARTICLE 20 REQUIRED CLAUSES**

20.0. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, GVB shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price of consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

20.1. Warranty against Employment of Sex Offenders (Public Law 28-98:2). Contractor warrants that no person providing services on behalf of Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry. If any person providing services on behalf of 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 immediately be removed from working at said agency and the Authority be informed of such within twenty-four (24) hours of such conviction.

20.2. Representation Regarding Gratuities and Kickbacks. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition

against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations.

20.3. Representation Regarding Ethical Standards for Government and former Government Employees. Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.

## ARTICLE 21 MISCELLANEOUS PROVISIONS

21.0. Governing Law; Venue: This Contract shall be governed by and construed in accordance with the laws of Guam.

21.1. Successors and Assigns: This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and, except as otherwise provided in this Contract, their assigns.

21.2. Notices: Any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing herein but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

21.3. Severability: In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

21.4. Counterparts: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

21.5. Captions: The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

21.6. Entire Agreement; No Oral Modifications: This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties. If the amendments or modifications materially alter the obligations of the parties under the Agreement, the parties shall be entitled to an adjustment in the rates and charges established under the Agreement.

21.7. Independent Agent. For purposes of the Government Claims act and otherwise, Contractor, its officers and employees, assigns, subcontractors and agents shall not be considered an agent of the GVB with respect to any act performed by it with respect to this contract. There shall be no employee benefits provided under this contract neither shall there be vacation or sick leave, participation in the Government of Guam retirement system, insurance coverage or bonding, use of government vehicles, or receipt of any other benefits accorded to Government of Guam employees as a result of this Agreement and there shall be no withholding of taxes by GVB.

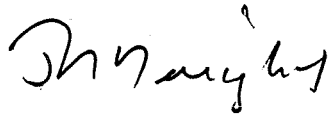
21.8. Force Majeure; Acts of God. Except as otherwise provided herein, the Parties agree that

neither shall be liable for damages for failure to furnish or a delay in furnishing any service under this agreement, when such failure or delay is caused in whole or in part, by war, insurrection, civil disturbance, riots, acts of God, governmental action, alterations, strikes, lockouts, or picketing (whether legal or illegal), inability to obtain electricity, fuel, or supplies, accidents, casualties, or any other act or cause beyond the reasonable control of a Party. In which case, any such failure or delay in furnishing any service shall be without any liability.

21.9. General Provisions. The General Provisions are referenced in this contract as Appendix A.

<<< continued on next page >>>

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year appearing by their respective signatures.




\_\_\_\_\_  
JON NATHAN DENIGHT      Date  
President and CEO  
Guam Visitors Bureau  
401 Pale San Vitores Road,  
Tumon, Guam 96913

 11/28/16

\_\_\_\_\_  
EULOGIO S. GUMATAOTAO      Date  
Managing Partner  
GET, LLC  
P.O. Box 2646  
Hagatna, Guam 96932

NOTE: Certification is subject to availability of funds for FY2017 pursuant to Public Law 33-185.

 11/28/16

\_\_\_\_\_  
ROSE Q. CUNLIFFE      Date  
Director of Finance & Administration

## APPENDIX A: GENERAL PROVISIONS

### 1. DEFINITIONS

- a) The term "GVB" as used herein shall mean the Guam Visitors Bureau.
- b) The term "Contracting Officer" as used herein shall mean the General Manager of GVB, the person executing this Contract on behalf of the GVB, and includes a duly appointed successor or authorized representative.
- c) The term "Contractor" shall mean the party (individual, corporation, joint venture, or partnership) who has entered into the Contract with the GVB.
- d) The term "Contract" shall mean the written agreement covering the performance of the project by the Contractor, including the furnishing of labor, materials and equipment in connection therewith. It shall include these general requirements, the notice to contractors, the bid, wage schedule, list of subcontractors, the award, the Plans, the Technical Specifications, the bond, any addendum and any written order. It shall also include all amendments to the Contract by supplemental agreement thereto in writing.
- e) "Project" shall mean the work to be performed as described in the bid schedule.
- f) The term "Work" shall mean all equipment, materials, operations and incidental activities necessary for the completion of any part or all of the project. The term "QA Engineer" shall mean the duly authorized representative of the Contracting Officer who is responsible for the administration of the Building Facility Enhancement Project Contract and for interpretations thereof on behalf of the Contracting Officer and for inspection of work in progress.

### 2. PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the GVB, be responsible for obtaining the Building Permit and any necessary licenses and permits and for complying with any applicable Federal and local codes and regulations, in connection with execution of the project. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire project.

### 3. CONDITIONS AFFECTING THE WORK

Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or cost thereof. Any failure by the Contractor to do so will

not relieve him from responsibility for successfully performing the work without additional expense to GVB.

GVB assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to execution of this Contract, unless such understanding or representations by GVB are expressly stated in the Contract.

#### **4. SITE CONDITIONS**

- a) Contracting Officer requires that bidders walk the project area to determine existing conditions, performance difficulties that will be encountered due to traffic, obstructions and other adverse site conditions and to determine the most cost-effective performance methodology.
- b) Contracting Officer reserves the right to accept all, part or none of the bidder's proposals for corrections. If Contracting Officer elects not to accept a portion of bidder's corrective proposal, the bidder will not be held liable to repair those deficiencies under this agreement.

By the act of submitting a bid on this work, bidder is certifying that he has thoroughly examined the site and has a complete understanding of deficiencies (if any) and complete landscape and hardscape construction requirements for the site and its improvements.

#### **5. ADDITIONAL BOND SECURITY**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the GVB, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the GVB, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the GVB and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

#### **6. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees' established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the GVB shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 7. OFFICIALS NOT TO BENEFIT

No member of the Government of Guam Legislature or the Governor of Guam shall be admitted to any share of this Contract, or to any benefit that may arise there from; but this provision shall be construed to extend to this Contract if made with a corporation for its general benefit.

## 8. CONVICT LABOR

In connection with the performance of work under this Contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

## 9. PAYMENTS TO THE CONTRACTOR

- a. Payment will be made based on project percentage completion as verified by the QA Engineer upon review of progress billing submitted by the Contractor. Monthly progress payments will be based on bid schedule pricing and work accomplished each month less any liquidated damages and less any contract amount adjustments.
- b. Extra Work. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work". Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that is necessary for completion of such extra work.
- c. Extra work that is necessary for acceptable completion of the project but is not within the general scope of the work covered by the original contract, shall be covered by a Change Order.
- d. Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by GVB.
- e. The GVB will not be responsible for:
  - (1) Premiums for public liability and workmen's compensation insurance on the labor employed by the Contractor
  - (2) Unemployment compensation, Social Security, or Medicare costs for the labor employed by the Contractor.
  - (3) Rental for machinery or equipment

## 10. DISPUTES

- a. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce

his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the General Manager. The decision of the General Manager or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence.

In connection with any fraud by such official or his representative or board is alleged; appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

- b. This disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (1) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## 11. AUTHORITIES AND LIMITATIONS

All work under this Contract shall be performed under the general direction of Contracting Officer, who alone shall have power to bind GVB and to exercise the rights, responsibilities, authorities, and functions vested in him by the Contract Documents, except that he shall have the right to designate authorized representatives to act for him. The authorized representative(s) shall be responsible for guiding the technical aspects of the project and for general surveillance of the work performed. The authorized representative(s) shall not make any commitments or authorize any changes which constitute work not within the general scope of this Contract, change the express terms and conditions hereof or Specifications incorporated or included herein, or by any act or omission authorize, expressly or otherwise, a basis for any increase in the Contract price or time for performance. Wherever any provision in this Contract specifies an individual (such as, but not limited to QA Engineer, Inspector or Custodian) or an organization (whether Government or private) to perform any act on behalf of, or in the interests of the GVB, that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this Contract but only to the extent so specified. Contracting Officer may, at any time during the performance of this Contract, vest



any such authorized representative(s) additional power and authority to act for him; a copy of each document vesting additional authority in an authorized representative or designating an additional authorized representative shall be furnished to Contractor.

Contractor shall perform the Contract in accordance with any order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with his authority to act for the Contracting Officer; but the Contractor assumes all the risks and consequences of performing the contract in accordance with any order (including but not limited to instruction, direction, interpretation or determination) of anyone not authorized to issue such order.

The work of the Contractor is subject to inspection to insure strict compliance with the terms of the Contract. No inspector is authorized to change any provisions of the Specifications without the written authority of the Contracting Officer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the work.

## **12. CONTRACT AND BONDS**

If the successful bidder fails to satisfactorily execute the required forms of contract within the time established in the bid, the GVB may proceed to have the required work performed by contract or otherwise, and the bidder to whom the award was originally made shall be liable for any excess cost to the GVB and the bid guaranty shall be available toward offsetting such excess cost.

## **13. WORKING HOURS**

Working hours shall be between 7:30 a.m. and 5:00 p.m. Monday through Friday, and weekends as stated in the Bid Schedule; unless otherwise agreed to by the Contracting Officer.

## **14. FEES AND CHARGES**

Contractor shall obtain and pay all fees and charges for connections to outside services and for the use of property outside of the work site.

## **15. FEDERAL AND TERRITORY OF GUAM TAXES**

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal and local taxes and duties.

## **16. ACCIDENT PREVENTION - PUBLIC SAFETY**

In performance of the Contract, Contractor shall comply with applicable provisions of the U.S Occupational Safety and Health Act (OSHA), and shall take all precautions necessary to protect persons and property, including, but not limited to, providing, erecting, and maintaining all necessary barricades, suitable and sufficient red lights, danger signals, and signs. Roads and driveways subject to interference by the work shall be kept open or suitable detours including temporary bridges over trenches shall be provided and maintained by Contractor. If directed, Contractor shall erect additional warning and directional signs in connection with the work as may be furnished by GVB.

Construction area closed to foot and vehicle traffic shall be protected by effective barricades on which shall be placed acceptable warning and detour signs. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The cost of compliance with this paragraph shall be borne by the Contractor.

## **17. PROTECTION OF EXISTING UTILITIES AND IMPROVEMENTS**

The Contractor shall protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the work. If Contractor fails or refuses to repair any such damage promptly, the Contracting Officer may have the necessary work performed and charge the cost thereof to the Contractor.

## **18. DISPUTES CONCERNING LABOR STANDARDS**

Dispute arising out of the Labor Standards provisions of this Contract shall be subject to the clause entitled "Disputes" of the General Provisions to this Contract except to the extent such disputes involve classifications or wage rates, which questions shall be referred to the Contracting Officer.

## **19. NONCOMPLIANCE WITH CONTRACT REQUIREMENTS**

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specific requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop all other work and correct the deficiency. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

## 20. INSURANCE - LIABILITY TO THIRD PERSONS

The Contractor and his subcontractors shall procure thereafter and maintain workmen's compensation, builders' risk, comprehensive general liability (bodily damage), and fire and extended coverage insurance, with respect to performance under this Contract; provided, that the Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form in such amounts, and for such periods of time as the Contracting Officer may, from time to time, require or approve, and with insurers approved by the Contracting Officer.

- a. Automobile liability insurance in an amount not less than \$500,000 Combined Single Limit (CSL) for bodily injury or death per person and for damages to property for each occurrence.
- b. Comprehensive general liability insurance with minimum limits of \$1,000,000 Combined Single Limit (CSL) for bodily injury or death and for property damage per occurrence.
- c. Workmen's Compensation. Contractor shall take out adequate workmen's compensation insurance for all of the employees who will be engaged in work at the site of the project and in case any part of such Contractor's contract is sublet, the Contractor will require his subcontractor's employees who will be so engaged, unless the latter's employees are protected by the principal contractor's insurance.

The comprehensive general and automobile liability policies shall contain a provision worded as follows: The insurance company waives any right of Subrogation against the GVB which may arise by reason of any payment under this policy.

When a subcontractor is utilized, Contractor shall procure and maintain during contract period, insurance coverage with same bodily injury and property damage liability limits specified above, covering accidents caused by actions of subcontractor or employees.

All of the insurance policy or policies herein prescribed shall be procured and maintained at no cost to the GVB and shall have the GVB named as additional insured; provided that, where the GVB may not be named as an insured under the rules applicable to any policy or policies, the Contractor shall procure and maintain at no expense to the GVB contractor's protective insurance providing the GVB with the same coverage's and limits of liability as are required herein for the Contractor.

A copy of such policy or policies shall be furnished to the GVB upon request. Such policy or policies shall contain an endorsement to the effect that the insuring company will notify GVB thirty (30) days prior to the effective date of any cancellation of such policy or policies or any change in their provisions.

## 21. ADDITIONAL REQUIREMENTS

- a. Bidders shall provide list of similar projects completed by Contractor within the last two (2) years, and client contact information for bid review by the Contracting Officer.
- b. Staging and stockpiling of materials on-site will not be allowed except for materials or equipment that will be used that same day on adjacent areas. Rubbish shall be removed from site at the end of each day.

**\*\*\* END OF GENERAL PROVISIONS \*\*\***

## APPENDIX B: TECHNICAL SPECIFICATIONS - GENERAL SCOPE OF WORK

### ISLAND ROAD MAINTENANCE

#### OVERVIEW

The mission of the Guam Visitors Bureau (GVB) is to grow and diversify visitor arrivals by creating a positive destination experience. While the GVB continually promotes Guam as a favorable visitor destination, maintenance of the basic tourism plant is important in order to achieve a desirable image. It is in the best interest of the Government of Guam to outsource delivery of these services so that residents and visitors can enjoy well-maintained landscape along our island's roads.

#### OPERATIONS AND ADMINISTRATIVE SCOPE OF SERVICE/WORK

The GVB intends to procure services from qualified and licensed contractors to maintain Guam's roadways and medians. Delivery of schedule for service and safety plan requirements will be reviewed for the purpose of determining the manner and degree to which those requirements are met. Contractors are required to perform in accordance with the following specifications:

1. DEVELOP A SCHEDULE FOR SERVICES AND SAFETY PLAN.
  - a. Provide "Signs" and cones to alert motorists and pedestrians of Grass Cutting/Maintenance Work.
  - b. Contractor shall ensure protective measures are used to prevent flying debris from damaging or injuring pedestrians, automobiles, structures, and other valuable items.
  - c. Contractor shall be responsible for the safety of their workers and the public.
2. GRASS CUTTING/MOWING:
  - a. Maintenance of Roadways with Paved and Unpaved Shoulders
    - i. Remove trash and debris before commencing to mow. Remove weeds/grass growing on pavement. Mowing shall mean that grass, weeds and other vegetation shall be cut evenly up to 10 feet from edge of pavement or edge of paved or unpaved shoulders. Grass, weeds and other vegetation along fences, guardrails, sign posts, utility poles and trees, shall be cut and trimmed to a height of 1" to 1-1/2" using portable hand mowers, powered mechanical vertical cutters, sickles, edger and other methods. All overhanging vegetation shall be trimmed in accordance with the American National Standard Institute (ANSI) A300 (Part 1) standards for proper tree care and pruning and as specified in the Bid Schedule.

b. Maintain raised Medians and Plant Strips.

- i. Mowing/Cutting shall be accomplished in all roadway-raised medians and sidewalk planting strips. Mowing or cutting shall mean that grass, weeds and other vegetation shall be cut evenly up to the vertical edge of all curbs, sidewalks, driveways, concrete slabs, poles, trees, cultivated areas and any permanently fixed objects within the designated mowing area.
  - ii. Grass, weeds and other vegetation along fences, guardrails, sign posts and trees including grass between hedges and plants which are not readily accessible to mowing shall be cut and trimmed to a height of 1 inch to 1-1/2 inches using portable hand mowers, powered mechanical vertical cutters; sickles, edger, and other acceptable methods.
  - iii. Fallen palm fronds, litter and debris/trash from areas to be mowed shall be removed and properly disposed of prior to mowing so that all areas shall be uniformly mowed.
  - iv. The cutting edge of all mowing equipment shall be kept sharp; bruising or rough cutting of grass is prohibited. All equipment shall be equipped with satisfactory safety devices. During wet periods, proper equipment to perform mowing shall be utilized in order to avoid ruts and damage to the grounds.
- c. Contractor is required to remove weed vines on fences situated along contracted routes.
- d. Grass clippings and debris as a result of mowing shall be raked/removed and disposed after each workday.
- e. Mowing is to be done two times per month. The Contractor shall have a minimum two week period between mowing's unless extenuating circumstances prevent this. In such case, Contractor shall notify GVB so the schedule can be adjusted.

3. TRASH COLLECTION

- a. Trash and debris collection shall be accomplished in all roadway-raised medians, sidewalk planting strips and 10 feet from the edge of paved or unpaved shoulders or up to private property boundary.
- b. Contractor is not responsible for removal of dead animals or appliances found within the roadway or the 10' boundary from the paved roadways, however, they are required to report these conditions to GVB who will then notify appropriate agency or village Mayor.

- c. Contractor shall be responsible for all Disposal Fees.
  - d. Trash collection on both roadway-raised medians and shoulders shall be done twice per month.
4. EDGING OF SHOULDERS, MEDIANS AND PLANTING STRIPS
- a. Involves cutting and removing a narrow strip of grass turf within 1" to 2" along the edges of curbs, sidewalks, driveways and similar paved area on roadway medians and planting strips. In no case shall the strip depth of removed sod exceed 1". Edging is to be accomplished in a manner that is free of scalping, rutting, bruising, and uneven and rough cutting. All debris resulting from the performance of edging shall be removed and disposed of at approved dump facilities away from the work site at the end of each workday.
  - b. Edging is to be done six times per year. The Contractor shall have an approximate one month period between edgings.
5. SCRAPING OF MEDIANS, CURBS AND SIDEWALKS, INCLUDING GUTTERS
- a. Medians, curbs and sidewalks must be free of growing weeds, soil, stones, litter and freshly cut grass. This includes scraping of weeds/grass that grows in concrete construction joints.
  - b. Contractor is responsible for removing debris/litter and any growth on or surrounding gutters (along curb side) to allow for proper drainage.
  - c. The contractor is allowed to use chemical seed killer provided said chemicals are in compliance with EPA standards. In addition, the contractor must obtain all necessary permits and clearances for use of such chemicals.
  - d. Scraping to be done six times per year. The Contractor shall have an approximate one month period between edgings.
6. POST-DISASTER CLEANUP - (Disasters are defined to include natural disasters such as storms, typhoons, tsunamis and earthquakes). As requested by the GVB, Contractor will provide a written estimate of costs for expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible disaster-generated debris. Contractor will provide post-disaster cleanup services upon prior written approval of its estimated costs by the GVB, must provide pre and post photo evidence of all cleanup activities and is subject to the availability of funds. Said funding is not

contingent upon a declaration of emergency or eligibility for relief efforts by the Federal Emergency Management Agency.

7. Refer to Insurance requirements in the General Provisions.
8. Bidders should conduct site inspections to see actual field conditions of work to be performed. See General Scope of Work, Bid Schedule and Exhibit A showing routes to be maintained.
9. Repairs to existing work. All portions of existing grounds, curbs, pavement, sidewalks and other government property damaged or destroyed in any way during performance of the work under this contract, shall be repaired in kind, or in a manner approved by GVB, to match existing or adjoining conditions at the contractor's expense. This includes repair of ruts or damage to grass areas caused by the contractor's equipment. Such areas shall be filled to the surrounding level with topsoil and seeded with grass.

Contractors will be required to submit quarterly scheduling so that timely adjustments can be made in case of special events and festivities.

**\*\*\* END OF TECHNICAL SPECIFICATIONS - GENERAL SCOPE OF WORK \*\*\***



**APPENDIX C: GET, LLC NEGOTIATED BID SCHEDULE**

Route	Description	Frequency	Total Cost
<b>Northern</b>			
<b>Rt. 1</b>	Trash Collection	24X/YR	\$16,560.00
13..10 miles	Grass Cutting	24X/YR	\$57,000.00
	Scraping	1X/YR	\$900.00
	Edging	2X/YR	\$2,200.00
	Trimming	1X/YR	\$700.00
	<b>SUB-TOTAL</b>		<b>\$77,360.00</b>
<b>Rt. 34</b>	Trash Collection	12X/YEAR	\$1,740.00
0.90 Miles	Grass Cutting	12X/YEAR	\$3,300.00
	<b>SUB-TOTAL</b>		<b>\$5,040.00</b>
<b>Southern</b>			
<b>Rt. 1</b>	Trash Collection	24X/YR	\$14,400.00
7.90 miles	Grass Cutting	24X/YR	\$57,000.00
	Scraping	2X/YR	\$1,000.00
	Edging	2X/YR	\$2,400.00
	Trimming	1X/YR	\$650.00
	<b>SUB-TOTAL</b>		<b>\$75,450.00</b>
<b>Rt. 2</b>	Trash Collection	12X/YEAR	\$2,280.00
6.30 Miles	Grass Cutting	12X/YEAR	\$15,000.00
	Edging	1X/YR	\$600.00
	Trimming	1X/YR	\$700.00
	<b>SUB-TOTAL</b>		<b>\$18,580.00</b>
<b>Rt. 4</b>	Trash Collection	12X/YEAR	\$6,600.00
14.10 Miles	Grass Cutting	12X/YEAR	\$30,600.00
	Scraping	1X/YR	\$280.00
	Edging	1X/YR	\$150.00
	Trimming	1X/YR	\$380.00
	<b>SUB-TOTAL</b>		<b>\$38,010.00</b>

<b>TOTAL</b>	<b>\$214,440.00</b>
--------------	---------------------

