



BUREAU OF BUDGET & MANAGEMENT RESEARCH

OFFICE OF THE GOVERNOR
Post Office Box 2950, Hagåtña Guam 96932



LOURDES A. LEON GUERRERO
GOVERNOR

LESTER L. CARLSON, JR.
DIRECTOR

JOSHUA F. TENORIO
LIEUTENANT GOVERNOR

FEB 01 2023
MEMORANDUM

To: Attorney General

From: Director, Bureau of Budget and Management Research

Subject: Contract Change Order – Department of Public Works (DPW) and JF Construction Corp.

In light with your Procurement Circular 03-001, the Bureau is submitting the subject Contract Change Order between the DPW and JF Construction Corp., LTD. The original contract was for renovations and repairs at the R.J. Bordallo Governor's Complex in Anigua, Guam. The subject Change Order is to provide additional funding in the amount of \$316,784 for the replacement of additional doors and windows that cannot be repaired due to deteriorating conditions. The Change Order also provides an additional ninety (90) calendar days for the completion of all projects at the site.


Funding for these projects is via Guam's FY2017 DOI CIP grant and supplemented by its FY2020 Impact Assistance grant.

Please notify our office should there be legal improprieties with the subject Change Order so that the Bureau may rescind its clearance.

Senseramente,


LESTER L. CARLSON, JR.

Attachment


JOHN F. CALABAZAS
RECEIVED
2/3/23

23.6.10.0003

RECEIVED



The Honorable
LOURDES A. LEON GUERRERO
Maga' Håga •
Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Låhi •
Lieutenant Governor

PROJECT NAME & PROJECT NO.	Misc. Infrastructure Repair & Maintenance at the Governor's Complex 500-5-1061-F-AGN C230600390
CONTRACT NO.	
CONTRACTOR:	JF Construction Corporation, LTD
DATE:	January 17, 2023
SHEET:	1 OF 2

public works
DEPARTMENT OF PUBLIC WORKS
VINCENT P. ARRIOLA
Director
LINDA J. IBANEZ
Deputy Director

CHANGE ORDER NO. 1

<p>J.F. Construction Corporation, LTD. P.O. Box 5352 Hagatna, Guam 96932</p> <p>Gentlemen:</p> <p>In accordance with the provisions of the contract and the change order documents attached, you are hereby directed to perform the work as described in Sheet 2 of 2.</p> <p>PREPARED BY: 1/25/23 Date ROGER J. CAPATI JR. Engineer II DPW / CIP Section.</p> <p>RECOMMENDED APPROVED BY: 1/25/23 Date JOHN F. CALANAYAN Engineer Supervisor DPW / CIP Section</p> <p>RECEIVED JAN 27 2023 Bureau of Budget and Management Research</p>	<p>APPROVED BY: 1/27/23 Date LINDA J. IBANEZ Acting Director/Department of Public Works</p> <p>CERTIFIED FUNDS AVAILABLE: Allotment No. 510112010001B101 Amount: \$316,784.00 Date JOHN F. CALANAYAN Certifying Officer Department of Public Works</p> <p>CLEARED AS PER BBMR REVIEW: CLEARED PER BBMR'S REVIEW FEB 01 2023 Date LESTER L. CARLSON Director Bureau of Budget and Management Research</p> <p>APPROVED AS TO LEGALITY & FORM: Date DOUGLAS B. MOYLAN Attorney General</p> <p>APPROVED: Date LOURDES A. LEON GUERRERO Governor of Guam</p>
<p>This contract modification constitutes full and complete adjustment and compensation for all changes, differing site conditions, suspensions, delays, and other causes arising on or before new contract Dates as stated in Change Order No. 1.</p> <p>The work shall be performed in accordance with the appropriate sections of the standard specifications and the special provisions of the contract.</p> <p>// Without modification /x/ As modified by the attached special provisions</p> <p>We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree if this proposal is approved that we will provide all equipment, furnish all materials except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.</p>	<p>CONTRACTOR'S REPRESENTATIVE: GUO JUN JIANG President JF Construction Corp. Ltd. 1.26.23 Date:</p>

PROJECT NAME & PROJECT NO.:	<u>Misc. Infrastructure Repair & Maintenance at the Governor's Complex</u> <u>500-S-1061-F-AGN</u>
CONTRACT NO.	<u>C230600390</u>
CONTRACTOR:	<u>JF Construction Corporation, LTD</u>
DATE:	<u>January 17, 2023</u>
SHEET:	<u>1 OF 2</u>

CHANGE ORDER NO. 1

DESCRIPTION:

1. This change order no. 1 is for the additional work and time extension of the project.

REASON FOR CHANGE ORDER:

1. Upon further inspection of the project site, additional doors and windows were discovered to have major leaks, rusted framesets with accumulated build-up from salt spray, worn sealant and hardware, and faulty installation as a result of a co-jointed window and door frameset.
2. These issues were discovered by the site representatives and discussed with me, and it was recommended to replace the remaining window and door framesets. It was evident that responding with preventative or routine maintenance at this time would not address or remedy the deteriorating conditions.
3. See the attachment
4. Additional time extension of Ninety (90) calendar days from the original (180) One hundred eighty.

Contract Amount:	\$628,000.00	Contract Completion Date:	Two hundred forty (180) Calendar days original contract
Change Order No.1:	\$316,784.00	Time Extension:	Ninety (90) Calendar days
Adjusted Contract Amount:	\$944,784.00	New Completion Date:	Total of three hundred seventy (270) Calendar Days
ADDITIONAL REMARKS: SEE ATTACHMENT JUSTIFICATION			


 Roger J. Capati
 Reviewed By, DPW / CIP Section



John F. Calanayan <john.calanayan@dpw.guam.gov>

Re: CIP23-0111

4 messages

Arthur Mariano <art.mariano@bbmr.guam.gov>

Wed, Jan 25, 2023 at 11:55 AM

To: Linda Ibanez <linda.ibanez@dpw.guam.gov>

Cc: Vince Arriola <vince.arriola@dpw.guam.gov>, Jon Junior Calvo <jon.calvo@guam.gov>, Lester Carlson <lester.carlson@bbmr.guam.gov>, John Calanayan <john.calanayan@dpw.guam.gov>

Hi Linda,

Additional funds have been identified for the Change Order for additional work here at Adelup. Please proceed with submitting it to BBMR (to me vs. Bill T.). Account info. follows below.

Thanks,
Art

Opt Account No	Account name	Object Description
Total Approp	YTD Allot - (Expend + Encumb) =	Fund Avail
5101H201000IB101	230 FY20 IA OPS OFFSET #1 (DPW)	CONTRACT
413,044.00	413,044.00	90,624.91 322,419.09

On Mon, Jan 23, 2023 at 2:10 PM Linda Ibanez <linda.ibanez@dpw.guam.gov> wrote:

Hello Art,

As per our discussion, for your review and approval of additional funds.

Thank you!

----- Forwarded message -----

From: Linda Ibanez <linda.ibanez@dpw.guam.gov>

Date: Mon, Jan 23, 2023 at 10:09 AM

Subject: Fwd: CIP23-0111

To: Jon Junior Calvo <jon.calvo@guam.gov>

Cc: Kathleen C. Cepeda <kathleen.cepeda@guam.gov>

Hafa Adail

Please see attached. Additional funds of \$316,784.00 are needed for the Governor's Office. Please advise. Thank you!

----- Forwarded message -----

From: Donna Herrero <donna.herrero@dpw.guam.gov>

Date: Mon, Jan 23, 2023 at 10:03 AM

Subject: CIP23-0111

To: Linda Ibanez <linda.ibanez@dpw.guam.gov>

Mam,

Per your request.

Donna Herrero,
Private Secretary
Department of Public Works



The Honorable
LOURDES A. LEON GUERRERO
Maga' Håga - Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Låhi - Lieutenant Governor



Director
LINDA J. IBANEZ
Deputy Director

January 25, 2023

MEMORANDUM

TO: The Governor

FROM: Director of the Department of Public Works

SUBJECT: Change Order No.1 Miscellaneous Infrastructure at the Governor's Complex
Project No.: 500-5-1061-F-AGN

Submittal herewith for your review and approval is Change Order No. 1 between the Department of Public Works and the Contractor (J.F. Construction Corporation Ltd.). This change order is for additional work and time extension.

Your expeditious response and approval will be highly appreciated. Should you have any questions, please contact John F. Calanayan, Engineer Supervisor of Division Capital Improvement Projects Division at 671-6463189.


LINDA J. IBANEZ
Acting Director

J.F. CONSTRUCTION CORPORATION, LTD.

P.O. Box 5352
Hagatna, Guam 96932

Phone: (671)482-2089
License No. CLE 13-0949

December 28, 2022

Mr. Vincent Arriola
Director
Department of Public Works
542 N. Marine Corps Drive
Tamuning, Guam 96913

RE: CHANGE ORDER NO. 1 – Project No. 500-5-1061-F-AGN

Dear Mr. Arriola:

Upon further inspection of the project site, additional doors and windows were discovered to have major leaks, rusted framesets with accumulated build-up from salt spray, worn sealant and hardware, and faulty installation as a result of a co-jointed window and door frameset.

These issues were discovered by the site representatives and discussed with me, and it was recommended to replace the remaining window and door framesets. It was evident that responding with preventative or routine maintenance as this time would not address or remedy the deteriorating conditions.

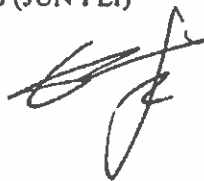
Please find attached the cost breakdown for the requested changes according to the general specifications of black anodized aluminum window and door framesets with a minimum glass thickness of 6mm x 1.14 mm x 1.14mm x 6mm.

This Change Order is submitted at the owner's request in accordance with the General Conditions of the Contract for the above project.

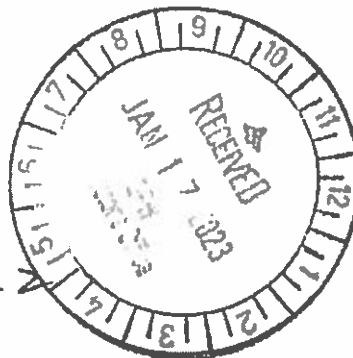
Thank you for the opportunity.

Sincerely,

GUO JUN JIANG (JUN FEI)
President



12.8.22



J.F. CONSTRUCTION CORPORATION, LTD.

BY: GUO JUN JIANG, PRESIDENT

RE: CHANGE ORDER REQUEST NO.1

Project No. 500-5-1061-F-AGN

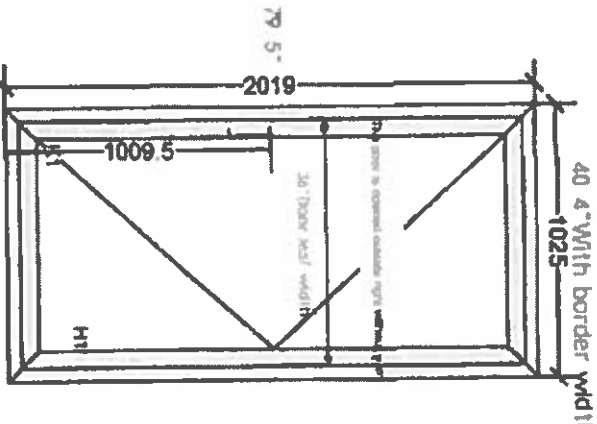
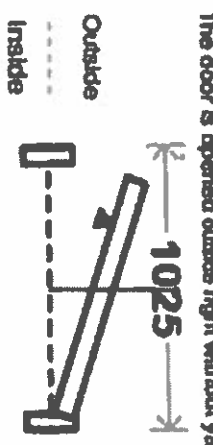
ITEM NO.	DESCRIPTION	UNITS	COST	TOTAL
1	40.4" X 79.5" ANODIZED ALUMINUM BLACK DOOR FRAMESET AND GLASS WITH OUTSWING / PUSH-PULL HANDLES / KEYLOCK	21	\$ 3,800.00	\$ 79,800.00
2	118" X 54" ANODIZED ALUMINUM BLACK WINDOW FRAMESET AND GLASS	20	\$ 4,300.00	\$ 86,000.00
3	164.5" X 41" ANODIZED ALUMINUM BLACK WINDOW FRAMESET AND GLASS	1	\$ 4,400.00	\$ 4,400.00
4	80.3" X 48" ANODIZED ALUMINUM BLACK WINDOW FRAMESET AND GLASS	22	\$ 3,800.00	\$ 83,600.00
5	54" X 54" ANODIZED ALUMINUM BLACK WINDOW FRAMESET AND GLASS	1	\$ 3,000.00	\$ 3,000.00
6	155.5" X 26.5" ANODIZED ALUMINUM BLACK WINDOW FRAMESET AND GLASS	1	\$ 5,200.00	\$ 5,200.00
7	177" X 26.5" ANODIZED ALUMINUM BLACK WINDOW FRAMESET AND GLASS	1	\$ 5,200.00	\$ 5,200.00
8	85.8" X 67.7" ANODIZED ALUMINUM BLACK WINDOW FRAMESET AND GLASS	2	\$ 4,000.00	\$ 8,000.00
9	AMENDMENT TO ORIGINAL SCOPE A.1 TO INCLUDE SEVEN (7) ADDITIONAL BLACK ANODIZED ALUMINUM DOOR AND FRAME SET TO INCLUDE RIGHT-HANDED OUTSWING WITH SECURITY VIEWER, COMMERCIAL GRADE LEVER, AND DEADBOLT SET. REPLACEMENT DOOR MUST BE ADA-COMPLIANT AND ACCESSIBLE	7	\$ 4,200.00	\$ 29,400.00

NOTES: FOLLOW ORIGINAL GENERAL SPECIFICATION TO SAW CUT EXISTING CONCRETE WALL TO REMOVE EMBEDDED DEFECTIVE METAL DOOR OR WINDOW FRAMESET. REMOVE AND DISPOSE OF ALL DEBRIS AND WASTE IN ACCORDANCE WITH ALL APPLICABLE RECYCLING AND WASTE REMOVAL RULES AND LAWS.

SUBTOTAL \$ 304,600.00
GRT (4%) \$ 12,184.00

TOTAL \$ 316,784.00

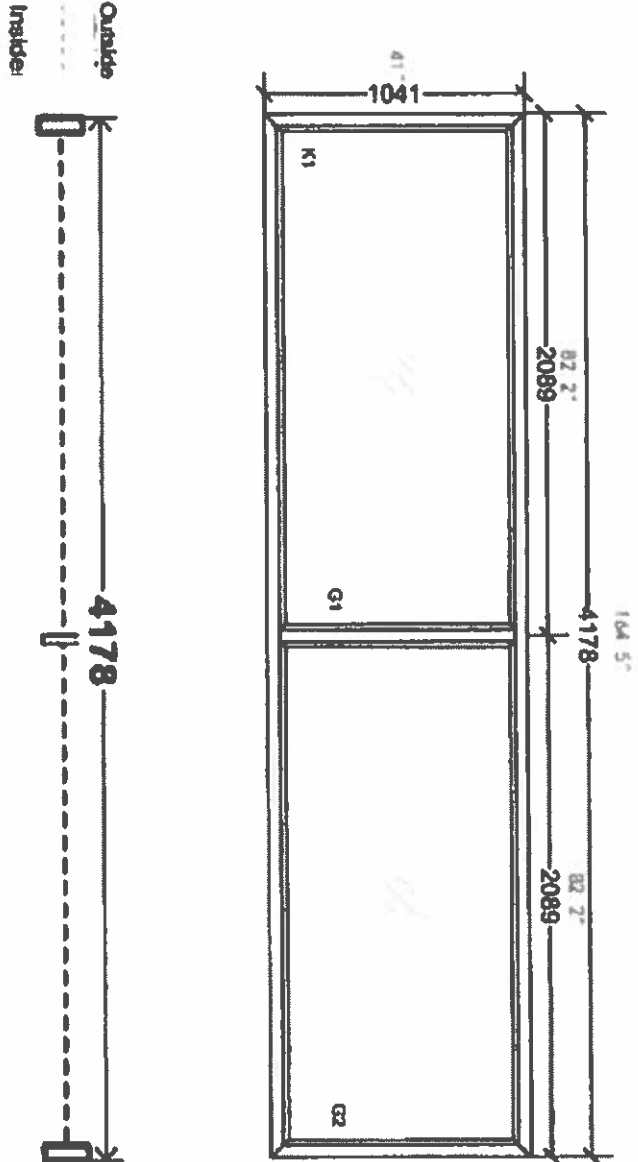
ITEM NO. 1

<p>Governor Complex, Project No.500-S-1061-F-AGN</p> <p>JF Construction Corp.,Ltd PO Box 5332 Hagatna, Guam 96932 Phone 671-482-2089</p> <p>Note: 1. The above dimensions are all the manufacturing dimensions of doors and windows. 2. Take notice of the type of glass and the opening direction of doors and windows. 3. Take notice of profile color and window type. 4. The position/color/glass type and bottom frame form of window type are shown in the figure below.</p>		 <p>The door is opened outside right without yarn</p> 	
Window No.: 1	Type: 125-Broken bridge casement series (2.0) arc pressure line	Customer confirmation:	
Glass: 10G+2.28+10G grey coating	Accessories: Swing door handle(silver)	Drawn By:	
Color: Black	Qty: 21	Drawing Date :	
Remark: A7 B6 D8		Page:	

ITEM NO. 2

<p>Governor Complex, Project No. 500-S-1061-F-AGN</p>		<p>JF Construction Corp., Ltd PO Box 5332 Hagatna, Guam 96932 Phone 671-482-2089</p>	
<p>Note: 1. The above dimensions are all the manufacturing dimensions of doors and windows. 2. Take notice of the type of glass and the opening direction of doors and windows. 3. Take notice of profile color and window type. 4. The position/color/glass type and bottom frame form of window type are shown in the figure below.</p>			
Window No.: 2	Type: 125-Broken bridge casement series (2.0) arc pressure line	Customer confirmation:	
Glass: 10G+2.28+10G grey coating	Accessories: Swing door handle (silver)	Drawn By:	
Color: Black	Qty: 20	Drawing Date:	
Remark: AB B5 D7		Page:	

ITEM NO. 3

		Governor Complex, Project No. 500-5-1061-F-AGN
JF Construction Corp., Ltd PO Box 5332 Hagatna, Guam 96932 Phone 671-482-2089		
Note: 1. The above dimensions are all the manufacturing dimensions of doors and windows. 2. Take notice of the type of glass and the opening direction of doors and windows. 3. Take notice of profile color and window type. 4. The position/color/glass type and bottom frame form of window type are shown in the figure below.		
Window No.: 5	Type: 125-Broken bridge casement series (2.0) arc pressure line	Customer confirmation:
Glass: 10G+2.28+10G grey coating	Accessories: Swing door handle (silver)	Drawn By:
Color: Black	Qty: 1	Drawing Date :
Remark: Building A		Page:

ITEM NO. 4

		Governor Complex, Project No. 500-5-1061-F-AGN
		JF Construction Corp., Ltd PO Box 5332 Hagatna, Guam 96932 Phone 671-482-2089
Note: 1. The above dimensions are all the manufacturing dimensions of doors and windows. 2. Take notice of the type of glass and the opening direction of doors and windows. 3. Take notice of profile color and window type. 4. The position/color/glass type and bottom frame form of window type are shown in the figure below.		
Window No.: 9	Type: 125-Broken bridge casement series (2.0) arc pressure line	Customer confirmation:
Glass: 10G+2.28+10G grey coating	Accessories: Swing door handle(silver)	Drawn By:
Color: Black	Qty: 37	Drawing Date :
Remark: A14 B8 D15		Page:

ITEM NO. 5

		Governor Complex, Project No. 500-5-1061-F-AGN	
		JF Construction Corp., Ltd PO Box 5332 Hagatna, Guam 96932 Phone 671-482-2089	
		Note: 1. The above dimensions are all the manufacturing dimensions of doors and windows. 2. Take notice of the type of glass and the opening direction of doors and windows. 3. Take notice of profile color and window type. 4. The position/color/glass type and bottom frame form of window type are shown in the figure below.	
		Customer confirmation: Drawn By: Drawing Date : Page:	
Window No.: 11	Type: 125-Broken bridge casement series (2.0) arc pressure line	Remark: Building B	
Glass: 10G+2.28+10G grey coating	Accessories: Swing door handle (silver)	Qty: 1	
Color: Black	Remark: Building B		

ITEM NO. 6

		Governor Complex, Project No.500-5-1061-F-AGN	
		JF Construction Corp.,Ltd PO Box 5332 Hagatna,Guam 96932 Phone 671-482-2089	
		Note: 1.The above dimensions are all the manufacturing dimensions of doors and windows. 2.Take notice of the type of glass and the opening direction of doors and windows. 3.Take notice of profile color and window type. 4.The position/color/glass type and bottom frame form of window type are shown in the figure below.	
		Customer confirmation:	
Window No.: 13-1	Type:125-Broken bridge casement series (20) arc pressure line	Drawn By:	
Glass:10G+2.28+10G grey coating	Accessories:Swing door handle(silver)	Drawing Date :	
Color:Black	Qty:1	Page:	
Remark: Corridor			

ITEM NO. 7

		Governor Complex, Project No.500-5-1061-F-AGN	
		JF Construction Corp.,Ltd PO Box 5332 Hagatna,Guam 96932 Phone 671-482-2089	
		Note: 1.The above dimensions are all the manufacturing dimensions of doors and windows. 2.Take notice of the type of glass and the opening direction of doors and windows. 3.Take notice of profile color and window type. 4.The position/color/glass type and bottom frame form of window type are shown in the figure below.	
		Customer confirmation:	
Window No.: 14	Type:125-Broken bridge casement series (2.0) arc pressure line	Drawn By:	
Glass:10G+2.28+10G grey coating	Accessories:Swing door handle(silver)	Drawing Date :	
Color:Black	Qty:1	Page:	
Remark: Corridor			

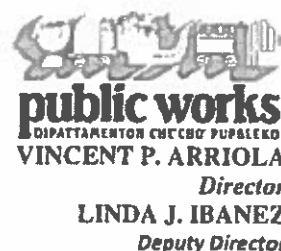
ITEM NO. 8

		Governor Complex, Project No. 500-5-1061-F-AGN
		JF Construction Corp., Ltd PO Box 5332 Hagatna, Guam 96932 Phone 671-482-2089
Note: 1. The above dimensions are all the manufacturing dimensions of doors and windows. 2. Take notice of the type of glass and the opening direction of doors and windows. 3. Take notice of profile color and window type. 4. The position/color/glass type and bottom frame form of window type are shown in the figure below.		
Window No.: 15	Type: 125-Broken bridge casement series (2.0) arc pressure line	Customer confirmation:
Glass: 10G+2.28+10G grey coating	Accessories: Swing door handle(silver)	Drawn By:
Color: Black	Qty: 2	Drawing Date :
Remark: East wall to the building A		Page:



The Honorable
LOURDES A. LEON GUERRERO
Maga' Håga • Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Låhi • Lieutenant Governor



August 31, 2022

NOTICE TO PROCEED

To: JF CONSTRUCTION CORP. LTD.

Project Name: Miscellaneous Infrastructure Repair and Maintenance
at the Governor's Complex

Project Number: 500-5-1061-F-AGN

Contract Amount: \$628,000.00

Type of Contract: Construction

Gentlemen:


You are hereby notified to commence construction work on the above contract on September 6, 2022. As agreed, and you are to fully complete the specific scope of work requirements (as per General Statement of Work) within One Hundred Eighty (180) calendar days. Your completion date is March 6, 2023.

Should you fail to complete the project on said completion date, you will be assessed liquidated Damages in the amount of one *fourth of one percent of the contract value per calendar day*.

In case of unforeseeable delay, you are required to notify the Department of Public Works in writing immediately.

Sincerely,


VINCENT P. ARRIOLA

 Fe'õm
9.2.22

CONTRACT NO.:

CONTRACT

JF CONSTRUCTION CORP., LTD
Contractor

Department of Public Works

2022

Contract for: **Miscellaneous Infrastructure Repair and Maintenance at the Governor's Complex**

Project No.: **500-5-1061-F-AGN**

Amount: **\$ 628,000.00**

Place: **Hagatna, Guam**

Formal Contract
MISCELLANEOUS INFRASTRUCTURE REPAIR AND
MAINTENANCE AT GOVERNOR'S COMPLEX
Project No. 500-5-1061-F-AGN

CONTRACT

THIS CONTRACT, made and entered by and between the Department of Public Works, Government of Guam, hereinafter called the "Government", and JF Construction Corp., Ltd, a sole proprietor / partnership / corporation of Guam, hereinafter called the "Contractor".

WITNESSETH, that whereas the Government intends to perform the "Miscellaneous Infrastructure Repair and Maintenance at the Governor's Complex, Project No. 500-5-1061-F-AGN", hereinafter called the "Project", in accordance with the drawings, specifications and other contract documents prepared by the Department of Public Works.

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

I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all the work required for the construction of the Project, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract, including the following addenda:

Addendum No.

Dated

(a) Contract Time: The Contractor agrees to commence work under this contract upon written notice to proceed, and to complete the project ready for use and operation within One hundred eighty (180) calendar days of the commencement of the contract time as stated in the Instructions to Bidders of the contract. Contractor hereby acknowledges that time is of the essence with respect to this contract.

Formal Contract
MISCELLANEOUS INFRASTRUCTURE REPAIR AND
MAINTENANCE AT GOVERNOR'S COMPLEX
Project No. 500-5-1061-F-AGN

(b) Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the contract documents. The contract documents shall not be construed as creating any contractual relation between any subcontractor and the Government.

II. SUBJECT TO AVAILABILITY OF FUNDS, THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, *the contract amount of Six Hundred Twenty Eight Thousand Dollars and 00/100, (\$628,000.00) plus* any and all sums to be added and/or deducted resulting from all extra and/or omitted work in connection therewith, as authorized under the terms as stated in the General Conditions of the contract, all in accordance with the terms as stated in the contract documents.

(a) Progress payments will be made as specified in the General Conditions.

III. CONTRACT DOCUMENTS: It is hereby mutually agreed that the following list of instruments, plans, specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the contract documents, all of which are made a part hereof, and collectively evidence and constitute the contract between the parties hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein, and are designated as follows:

- a) Invitation to Bid
- b) Instructions to Bidders
- c) Bid Form
- d) Formal Contract
- e) Special Provisions
- f) General Conditions
- g) Prevailing Wage Rates
- h) Plans (reference only)
- i) Addendum(s)

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

amount of one fourth of one percent of the contract value per calendar day, not as a penalty, but as a reasonable liquidated damages for breach of this contract by the Contractor by his failing, neglecting or refusing to complete the work within the time herein specified and said sums shall be paid for each consecutive calendar day thereafter that the Contractor shall be in default after the time stipulated in the contract for completing the work ready for use and/or operation.

V. WARRANTY: The Contractor warrants that the design and construction services shall be performed in accordance with contract requirements for a period of one year. Design and Construction works related not conforming to the Contract requirements shall be corrected at no additional cost to the Government.

VI. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. The warranty shall not apply to commission's payable by contractors upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

VII. OTHER CONTRACTS. The Government may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

VIII. DISPUTES.

1. The Government and the Contractor agree to attempt resolution of all controversies which

Formal Contract
MISCELLANEOUS INFRASTRUCTURE REPAIR AND
MAINTENANCE AT GOVERNOR'S COMPLEX
Project No. 500-5-1061-F-AGN

arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the Contractor shall request the Government in writing to issue a final decision within sixty days after receipt of the written request. If the Government does not issue a written decision within sixty 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 though the government had issued a decision adverse to the Contractor.

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

3. The Government's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision.

4. This subsection applies to appeals of the government's decision on a dispute. For money owed by or to the Government under this contract, the Contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the Government or from the date when a decision should have been rendered. For all other claims by or against the government arising under this contract, the Office of the Public auditor has jurisdiction over the appeal from the decision of the Government. Appeals to the Office of the Public Auditor must be made within sixty days of the Government's decision or from the date the decision should have been made.

5. The Contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

6. The Contractor shall comply with the Government's decision and proceed diligently with performance of the contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, the contract, except where the Contractor claims a material breach of the contract by the Government. However, if the Government determines in writing that continuation of services under the contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the Government

IX. CONTRACT BINDING. It is agreed that this contract and all of the Covenants hereof shall inure to the benefit of and be binding upon the Government and the Contractor respectively and his partners, successors, assignees and legal representatives. Neither the Government nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the building or works covered by this contract, or the land upon which the same is situated.

X. RESTRICTION. The Contractor warrants that no person in its employment who has been convicted of 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 of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the Contractor while on government of Guam property, with exception of public highways. If any employee of the Contractor is providing services on government property and is convicted subsequent to an award of a contract, then the Contractor warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will remove immediately such

convicted person from providing services on government property. If the Contractor is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the Contractor to take corrective action. The Contractor shall take corrective action within twenty-four hours of notice from the Government, and the Contractor provider shall notify the Government when action has been taken. If the Contractor fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

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

XII. CLAIMS AGAINST GOVERNMENT. The Contractor expressly recognizes that the Government Claims Act (Title 5 of the Guam Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Contractor against the Government if the claim arises out of or in connection with this agreement. The Contractor also expressly recognizes that all other claims by the Contractor against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Annotated, Chapter 5).

XIII. CONSENT TO JURISDICTION. The Contractor hereby expressly consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by the Guam Procurement Law. The Contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

XIV. MANDATORY REPRESENTATION BY CONTRACTOR REGARDING GENERAL ETHICAL STANDARDS (2 GAR Div. 4 11103 (b)). With respect to this Agreement and any other contract that the Contractor may have, or wish to enter into, with any Government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

XV. MANDATORY REPRESENTATION BY THE CONTRACTOR REGARDING PROHIBITION AGAINST GRATUITIES AND KICKBACKS (2 GAR Div. 4 11107(e)) With respect to this Agreement and any other contract that the Contractor may have or wish to enter into with any Government of Guam agency, the Contractor represents that he has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

XVI. (Please Maintain) COMPLIANCE TO PUBLIC LAW 24-100, PRODUCTS MANUFACTURED FROM RECYCLED GLASS. Pursuant to 5 G.C.A. Section 5218, any individual or company submitting a response to this solicitation shall include the purchase of available recycled glass pulverized on Guam or appropriate products manufactured therefrom. The contract awarded under this solicitation shall determine the suitable percentage of recycled glass to be used in the project and, as a condition of the award of the contract, shall require the Contractor to identify and certify in writing the percentage of recycled glass contained in the material offered. The acceptable percentage of recycled glass has been determined to be 0% for this project.

IN WITNESS WHEREOF the parties have entered into this Contract on the dates indicated by their respective names, Which shall only become effective on the date it is signed by the Governor of Guam.

CONTRACTOR

GUO JUN JIANG

President

JF Construction Corp., Ltd.

Date: 4.18.2022

GOVERNMENT

VINCENT P. ARRIOLA

Director

Department of Public Works

Date: 8-12-22

CERTIFIED FUNDS AVAILABLE:

1 AUG 2022
DPW Certifying Officer

Allotment No.: 5101H1710001B110-230 - \$537,375.04

5101H2010001B101-230 - \$90,624.91
Amount: Y \$5628,000.00

APPROVED AS TO LEGALITY AND
FORMS

LEE VIN T. CAMACHO
Attorney General

Date:

BBMR's APPROVED:

LESTER L. CARLSON, JR.

Director

Bureau of Budget and Management Research

Date: AUG 16 2022

**CLEARED PER
BBMR'S REVIEW**

APPROVED:

LOURDES A. LEON GUERRERO

Governor of Guam

Date:

RECEIVED

AUG 15 2022

Bureau of Budget and
Management Research

IN WITNESS WHEREOF the parties have entered into this Contract on the dates indicated by their respective names, Which shall only become effective on the date it is signed by the Governor of Guam.

CONTRACTOR


GUO JUN JIANG

President

JF Construction Corp., Ltd.

Date: 4.18.2022

GOVERNMENT


VINCENT P. ARRIOLA

Director

Department of Public Works

Date: 8-12-22

CERTIFIED FUNDS AVAILABLE:


1 AUG 2022
DPW Certifying Officer

Allotment No.: 5101H171000IB110-230

5101H201000IB101-230
Amount: Y \$628,000.00

APPROVED AS TO LEGALITY AND
FORMS


LEEVIN T. CAMACHO
Attorney General

BBMR's APPROVED:

LESTER L. CARLSON, JR.


Director

Bureau of Budget and Management Research

Date: 6/23/22

Date: _____

APPROVED:


LOURDES A. LEON GUERRERO
Governor of Guam

Date: 8/26/2022

Formal Contract
MISCELLANEOUS INFRASTRUCTURE REPAIR AND
MAINTENANCE AT GOVERNOR'S COMPLEX
Project No 500-5-1061-F-AGN

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS

Registration Date: 09/06/2022

Registration No: C230600390

Vendor No: J0013214

Registered By:  01/13/23

IN WITNESS WHEREOF the parties have entered into this Contract on the dates indicated by their respective names, Which shall only become effective on the date it is signed by the Governor of Guam.

CONTRACTOR


GUO JUN JIANG
President
JF Construction Corp., Ltd.

Date: 4.18.2022

GOVERNMENT


VINCENT P. ARRIOLA
Director
Department of Public Works

Date: 8-17-22

CERTIFIED FUNDS AVAILABLE:



1 AUG 2022
DPW Certifying Officer

Allotment No.: 5101H171000IB110-230

5101H201000IB101-230

Amount: ☒ \$5628,000.00

BBMR's APPROVED:


LESTER L. CARLSON, JR.
Director
Bureau of Budget and Management Research


APPROVED AS TO LEGALITY AND
FORMS


LEEVIN T. CAMACHO
Attorney General

Date: 8/23/22

Date: _____

APPROVED:


LOURDES A. LEON GUERRERO
Governor of Guam

Date: 8/26/2022



**DEPARTMENT OF
ADMINISTRATION**
DIPATTAMENTON ATMENESTRASION



RESET

PRINT

CONTRACT ABSTRACTS

☒ Original Contract

☐ Amendment No. _____

Contract No. (Registration No.) : _____

Agency: DEPT. of PUBLIC WORKS

Vendor No. : J0013214

Start Date: SEPT. 6, 2022

End Date: MARCH 4, 2023

Appropriation Account No. : 5101H171000IB110 - 230
5101H201000IB101 - 230

Contract Amount: \$ 628,000.00

Monthly Payment: YES

Retention (?) : 10% RETENTION

Insurance (?) : DB INSURANCE CO. LTD.

Scope of Work (Brief Description) : MISC. REPAIRS @ GOV. COMPLEX

Contract with JF Construction Corp.

2 messages

Giana Sanchez <giana.sanchez@bbmr.guam.gov>

Wed, Feb 1, 2023 at 3:27 PM

To: "John Calanayan" <john.calanayan@dpw.guam.gov>

Cc: Lester Carlson <lester.carlson@bbmr.guam.gov>, Arthur Mariano <art.mariano@bbmr.guam.gov>, Analyn Eustaquio <analyn.eustaquio@bbmr.guam.gov>, Frances Cruz <frances.cruz@bbmr.guam.gov>

Hafa Adai,

Please find attached Contract approved by the Bureau and accompanied with a memo to the AG for your disposition.

Kindly acknowledge receipt of this email.

Sincerely,

Giana Lyn Sanchez

Customer Service Representative

Bureau of Budget and Management Research

671-475-9107 (Ph)

**CONTRACT WITH JF CONSTRUCTION GROUP (DPW).pdf**

777K

John F. Calanayan <john.calanayan@dpw.guam.gov>

Wed, Feb 1, 2023 at 4:52 PM

To: Giana Sanchez <giana.sanchez@bbmr.guam.gov>

Cc: Lester Carlson <lester.carlson@bbmr.guam.gov>, Arthur Mariano <art.mariano@bbmr.guam.gov>, Analyn Eustaquio <analyn.eustaquio@bbmr.guam.gov>, Frances Cruz <frances.cruz@bbmr.guam.gov>

Received, thank you.

[Quoted text hidden]

User ID. : BMRMARIA
 To date. : 2/2023
 Account. : 5101H201000IB101
 Dept/Division :

Exclude Object Codes:

<u>Account Number</u>	<u>Account Name</u>	<u>YTD Allotment</u>	<u>YTD Expenditures</u>	<u>O/S Encumbrance</u>	<u>Available Funds</u>	<u>Unallotted Balance</u>
5101H201000IB101111	FY20 IA OPS OFFSET #1 (DPW)					
161,250.00						161,250.00
5101H201000IB101113	FY20 IA OPS OFFSET #1 (DPW)					
53,750.00						53,750.00
5101H201000IB101230	FY20 IA OPS OFFSET #1 (DPW)					
663,044.00				90,624.91	572,419.09	

IB101	PROGRAM TOTALS	Count: 3				
878,044.00		663,044.00		90,624.91	572,419.09	215,000.00

00	DIVISION TOTALS	Count: 3				
878,044.00		663,044.00		90,624.91	572,419.09	215,000.00

10	DEPARTMENT TOTALS:	Count: 3				
878,044.00		663,044.00		90,624.91	572,419.09	215,000.00

H20	APTYE+FY TOTALS:	Count: 3				
878,044.00		663,044.00		90,624.91	572,419.09	215,000.00

101	FUND TOTALS:	Count: 3				
878,044.00		663,044.00		90,624.91	572,419.09	215,000.00

FINAL	TOTALS	Count: 3				
878,044.00		663,044.00		90,624.91	572,419.09	215,000.00

Change Order #1

2 messages

John F. Calanayan <john.calanayan@dpw.guam.gov>

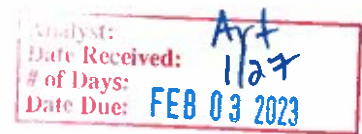
Fri, Jan 27, 2023 at 3:51 PM

To: Art Mariano <art.mariano@bbmr.guam.gov>, BBMR Administrative Staff <admin@bbmr.guam.gov>, William Taitingfong <bill.taitingfong@bbmr.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>

All,

Forwarded herewith is the Change Order #1 for review and approval of Misc. Infrastructure Repair & Maintenance at Governor's Complex.

John

 **Governors Complex Change Order 1.pdf**
1059K

Frances Cruz <frances.cruz@bbmr.guam.gov>

Fri, Jan 27, 2023 at 4:05 PM

To: "John F. Calanayan" <john.calanayan@dpw.guam.gov>

Cc: Art Mariano <art.mariano@bbmr.guam.gov>, BBMR Administrative Staff <admin@bbmr.guam.gov>, William Taitingfong <bill.taitingfong@bbmr.guam.gov>, Linda Ibanez <linda.ibanez@dpw.guam.gov>

Hafa Adai,

This is to advise that effective immediately, the Bureau will be working exclusively on the FY2024 Executive Budget Request (EBR). Once the EBR is completed, your submissions will be reviewed and processed accordingly.

Thank you for your support and understanding.

Regards,

Frances F. Cruz

Administrative Services Officer
Bureau of Budget and Management Research
671-475-9106 (Ph)
671-472-2825 (Fax)

[Quoted text hidden]

DEPARTMENT: DPR/DPW (FY2017 CIP & FY2020 IA Grant Project) – RJ Bordallo Phase II Renov.

DIVISION: _____

ACCOUNT NO: 5101H201000IB101

- ☐ MODIFICATION
- ☐ REQUEST FOR PERSONNEL ACTION
- ☐ CLEARINGHOUSE APPLICATION
- ☐ REQUEST FOR ESTABLISH ACCOUNT
- ☐ BUDGET ALLOTMENT SCHEDULE

- ☒ CONTRACT (Change Order No. 1)
- ☐ TRAVEL AUTHORIZATION
- ☐ OVERTIME PLAN
- ☐ OTHER:

COMMENTS:

Attached is a Contract Change Order between the DPW and JF Construction Corp., LTD. The original contract was for renovations and repairs at the R.J. Bordallo Governor's Complex in Anigua, Guam. The subject Change Order is to provide additional funding in the amount of \$316,784 for the replacement of additional doors and windows that cannot be repaired due to deteriorating conditions. The Change Order also provides an additional ninety (90) calendar days for the completion of all projects at the site.

Funding for these projects is via Guam's FY2017 DOI CIP grant and supplemented by its FY2020 Impact Assistance grant.

Doc. is TIO. Funds available w/ recently-cleared Mod.

FUNDING SOURCE:

GENERAL

SPECIAL

FEDERAL

MATCHING FUNDS

X

RECOMMENDATION:

☒ APPROVED

☐ DISAPPROVED

SUPERVISOR: _____



DATE: _____

2/1/23

Date logged in: 1/27/23

Date Supervisor received: 1/27/23

Analyst Review completed:

Overdue:

Reason(s):

Date Supervisor received: 1/27/23

Supervisor's review date: 2/1/23

Date Mgmt received: 2/1/23



