

BILL NO.	SPONSOR	TITLE	DATE INTRODUCED	DATE REFERRED	CATE. REFERRED	PUBLIC HEARING DATE	DATE COMMITTEE REPORT FILED	FISCAL NOTES	NOTES
145-35 (CON)	Tatiana Cruz Nelson Jose S. San Agustin	AN ACT TO APPROPRIATE FUNDS TO THE DEPARTMENT OF EDUCATION (DOE) FOR THE PURPOSE OF CONVERTING CHIEF BRIGDE MEMORIAL ELEMENTARY SCHOOL INTO A CENTRAL MIDDLE SCHOOL	3/24/19 12:19 p.m.						

I MINA'TRENTAI SINGKO NA LIHESLATURAN GUÅHAN
2019 (FIRST) Regular Session

Bill No. 145 -35 (COR)

Introduced by:

Telena Cruz Nelson
Joe S. San Agustin

**AN ACT TO APPROPRIATE FUNDS TO THE
DEPARTMENT OF EDUCATION (GDOE) FOR THE
PURPOSE OF CONVERTING CHIEF BRODIE
MEMORIAL ELEMENTARY SCHOOL INTO A
CENTRAL MIDDLE SCHOOL.**

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds that on April 24, 2018, the Guam Education Board (“GEB”) received a resolution passed by the Tamuning-Tumon-Harmon Municipal Planning Council requesting the Guam Department of Education to implement a new central middle school at Chief Brodie Memorial Elementary Schools (“CBMES”) and commence a feasibility study for the new central middle school, explore reprogramming of Jose Rios Middle School (“JRMS”), and recommend attendance area changes required to facilitate both changes.

I Liheslaturan Guåhan finds that on that same day, the GEB directed the Superintendent to immediately commence a feasibility study for a new central

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1 middle school in the Tamuning-Tumon-Harmon area, including an assessment of
2 elementary school enrollment capacity, and the make recommendations to the GEB
3 no later than September 30, 2018 for consideration and
4 approval. *I Liheslaturan Guåhan* finds that a feasibility study was completed and
5 presented to Safe and Healthy Schools Committee Chairman James Lujan, Dededo
6 Mayor Melissa Savares, and Tamuning-Tumon-Harmon Vice-Mayor Kenneth
7 Santos on October 5, 2018.

8 *I Liheslaturan Guåhan* finds that the feasibility study demonstrates that a
9 conversion of CBMES into a middle school is possible with the replacement of
10 school canopies, electrical upgrades, new parking lot lighting, air conditioning
11 upgrades, restroom renovations, demolition of the old pool building, renovation of
12 the cafeteria and administrative offices, construction of a new cafeteria, new
13 parking and site development, painting, and a new
14 gym. *I Liheslaturan Guåhan* further finds that GDOE has had its budget reduced
15 by over \$19 million over the past year and does not have the resources to be able to
16 fund this important project without the assistance from the Governor and the
17 Legislature.

18 It is therefore the intent of *I Liheslaturan Guåhan* to appropriate Four
19 Million Seven Hundred Thousand Dollars (\$4,700,000) to the Department of

1 Education for the purpose of converting Chief Brodie Memorial Elementary
2 School into a central middle school.

3 **Section 2. Appropriation.** The sum of Four Million Seven Hundred
4 Thousand Dollars (\$4,700,000) from the General Fund to the Guam Department of
5 Education for the conversion of Chief Brodie Memorial Elementary School to a
6 new Central Middle School.

7 **Section 3. Procurement.** Subject to the approval of *I Liheslaturan Guåhan*,
8 the government of Guam or an education agency *shall* solicit Requests for
9 Proposals (RFP) through the Department of Public Works, in compliance with the
10 Guam procurement law, for the development of the comprehensive capital
11 improvement plan, design, renovation or construction of the education facility,
12 according to the needs of the education agency and consistent with this Act.

13 The selection of a contractor *shall* be based upon:

- 14 a. The proposal that delivers the best value for Guam in meeting the
15 objectives of the education agency; and
16 b. The prior performance of the contractor on similar projects and may
17 disqualify any contractor that does not have a successful record of project
18 completion on Guam.

1 The RFP *shall* be issued within thirty (30) days of enactment of this Act for
2 the renovation of a new Central Middle School on the existing site, which may
3 include demolition of such portions of the existing facility as necessary.

4 **Section 4. Responsibility of the Contractor.** The contract *shall* require that
5 the contractor will work with GDOE to develop the comprehensive capital
6 improvement plan in connection with the design of a renovated or construction of a
7 new Central Middle School. Further, the contractor *shall* be responsible for all
8 costs, expenses and fees of any kind or nature, associated with the replacement of
9 school canopies, electrical upgrades, new parking lot lighting, air conditioning
10 upgrades, restroom renovations, demolition of the old pool building, renovation of
11 the cafeteria and administrative offices, construction of a new cafeteria, new
12 parking and site development, painting, and a new gym. The contract will also
13 require that all major subcontracts be covered by a performance bond; and further,
14 that there be a specific delivery date with liquidated damages for failure to deliver
15 the school by the specified date.

16 **Section 5. Utilities and Routine Maintenance and Repair.** The education
17 agency *shall* be responsible for the connection and payment of all utilities,
18 including without limitation, power, water, sewer, telephone and cable, and all
19 routine interior maintenance and repair and exterior groundskeeping and
20 landscaping, and upkeep of the education facility.

1 **Section 6. Maintenance Fund.** The contract or a separate maintenance
2 agreement with the contractor *shall* provide that all capital maintenance of
3 education facility be performed by the contractor as a separate cost, the terms of
4 which, and the manner for establishing the amount of payment, *shall* be
5 determined as a part of the contract; provided, however, that said documents may,
6 at the discretion of the education agency, provide that all capital maintenance with
7 respect to equipment (including collateral equipment), onsite utilities, offside
8 utilities, access roads and other similar improvements need not be performed by
9 the contractor.

10 **Section 7. Contractual Safeguards.** Prior to undertaking the work of
11 renovating or constructing a new Central Middle School, the Guam Economic
12 Development Authority, the Department of Public Works, the Guam Department
13 of Education, and the developer or contractor *shall* negotiate and enter into a
14 binding construction contract to renovate or construct a new Central Middle School
15 in accordance with the Guam Building Code (21 G.C.A. Ch. 67), and any other
16 applicable requirements. The construction contract *shall* contain contractual
17 obligations typically found in government of Guam construction contracts,
18 including, but *not* limited to:

- 19 a. warranties;
- 20 b. liquidated damages;

- 1 c. indemnity;
- 2 d. insurance;
- 3 e. standard specifications;
- 4 f. technical specification;
- 5 g. progress schedule;
- 6 h. maintenance;
- 7 i. compliance with Guam labor regulations;
- 8 j. compliance with Guam prevailing wage rates for employment of
- 9 temporary alien workers (H2) on Guam;
- 10 k. compliance with Public Law 29-98: restriction against contractors
- 11 employing convicted sex offenders to work at government of Guam
- 12 venues.

13 The contract *shall* be submitted for review and approval to all entities
14 charged by law with the duty to review and approve government contracts,
15 including the Officer of the Attorney General.

16 **Section 8. Effective Date.** This Act *shall* become effective upon enactment.

17 **Section 9. Severability.** If any provision of this Act or its application to any
18 person or circumstance is found to be invalid or contrary to law, such
19 invalidity *shall not* affect other provisions or applications of this Act that can be

- 1 given effect without the invalid provision or application, and to this end the
- 2 provisions of this Act are severable.