

CONTRACT NO. P1102300

CONTRACT
(Replace Non-Skid Coating on Hallways & Walkway Surfaces)

Asia Pacific International, Inc.
(Contractor)

Guam Community College
(Agency)

Contract: Replace Non-Skid Coating on hallways & walkway surfaces

Bid No: GCC-FB-11-017

Amount: \$56,132.00

Place: Guam Community College

FORMAL CONTRACT

THIS AGREEMENT AND FORMAL CONTRACT, made and entered into this **30th of September**, by and between **Guam Community College**, hereinafter called "**GCC**", represented by the Contracting officer executing this contract, party of the first part, and **Asia Pacific International, Inc.**, a corporation of the Territory of Guam, hereinafter called the "**Contractor**" party of the second part.

WITNESSETH, That whereas the Guam Community College intends to replace **Non-Skid Coating on hallway & walkway surfaces** thereafter called the "**Project**", in accordance with the scope of work and other contract documents.

NOW THEREFORE, Guam Community College 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 performance of the Project, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract.

(a) Contract Time: The contractor agrees to commence work under this contract written notice to proceed, and to complete the project ready for use and operation within 120 consecutive calendar days of the commencement of the contract time as stated in the bid invitation.

(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 Guam Community College.

II. Guam Community College agrees to pay, subject to availability of funds, and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of \$56,132.00.

III. CONTRACT DOCUMENTS: It is hereby mutually agreed that the following list of specifications and documents which are attached hereto, bound herewith or incorporated herein by reference shall constitute the contract documents, all of which are 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) Instructions to Bidders**
- (b) Bid Form**
- (c) Bid Schedule**
- (d) Bid Bond**
- (e) Subcontractor List**
- (f) Performance and Payment Bonds**
- (g) General Provisions**
- (h) General Conditions**

- (i) **Special Provisions**
- (j) **Technical Specifications**
- (k) **Plans**
- (l) **Amendments**

- IV. LIQUIDATED DAMAGES:** The Contractor further agrees to pay to GCC the sum of one-fourth of one percent (1%) of the contract amount per calendar day not as a penalty, but as reasonable liquidated damages for breach of this contract by the Contractor by his failing, neglecting or refusing to complete 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. Liquidated damages will start after contract completion deadline.
- V. SPECIAL PERMITS AND LICENSES:** The Contractor shall, at his own expense, procure all permits, certificates, and licenses and shall give notices and necessary reports required by law for the Scope of Work. Failure to maintain required permits and licenses shall be grounds for immediate termination of contract.
- VI. CONTROL:** The GCC President or her designee and the Director of Planning and Development/Facility Maintenance Coordinator will meet periodically with the Contractor for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems.
- VII. JUSTIFICATION OF DELAY:** The Contractor guarantees that the project will be completed within the agreed upon completion date. If however, the Contractor cannot comply with the completion requirement, it is the Contractor's responsibility to advise GCC in writing explaining the cause and reasons for delay.
- VIII. GENERAL COMPLIANCE WITH LAWS:** In the performance of work provided herein, Contractor agrees that it shall be conducted in full compliance with any and all applicable laws, rules and regulation adopted or promulgated by any governmental agency or regulatory body, both territorial and federal. Contractor assumes full responsibility for the payment of all contributions payroll taxes or assessments, territorial or federal, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any territorial or federal laws.
- IX. EQUAL EMPLOYMENT OPPORTUNITY:** Section 3.01 OF THE Executive Order 10935 dated march 7, 1965 requires the Contractor not to discriminate against any employee or applicant for employment because of

race, creed, color or national origin. The Contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, creed, color or national origin.

- X. CONVENANT AGAINST CONTINGENT FEES.** The Contractor warrants that he has not employed any person to solicit or secure the contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give GCC 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 commissions 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.
- XI. OTHER CONTRACTS.** GCC may award other contracts for additional work, and the other 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.
- XII. DISPUTES.** Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the President of Guam Community College whose decision shall be final and conclusive upon the parties thereto. In the meantime the Contractor shall diligently proceed with the work as directed.
- XIII. CONTRACT BINDING.** It is agreed that this contract and all the Covenants hereof shall inure to the benefit of and be binding upon GCC and the Contractor respectively and his partners, successors, assignees and legal representatives. Neither GCC nor the Contractor shall have the right to assign, transfer or sublet his interest 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.
- XIV. INDEMNITY.** Contractor agrees to save and hold harmless GCC, 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.

- XV. MODIFICATION OR AMENDMENTS:** No modification, amendment, alteration or change of the terms and conditions of this Agreement shall be valid or enforceable unless made in writing and executed by both parties hereto and approved by appropriate action by GCC.
- XVI. ATTORNEY FEES:** If either GCC or Contractor institute legal action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and cost of suit.
- XVII. INSURANCE:** During the term of this agreement, Contractor must maintain insurance as required on the Notice of Intent to Award. Contractor is responsible for obtaining all applicable insurance. GCC assumes no liability for any accident or injury that may occur to the Contractor, his agents, dependents, or personal property while on GCC premises performing said scope of service.
- XVIII. ASSIGNMENT OF AGREEMENT:** Assignment will not be accepted without approval from GCC. Request for approval of assignment must be made with submission of proposal. No assignment will be accepted if request is not made in writing with the proposal.
- XIX. RESTRICTIONS AGAINST CONTRACTORS EMPLOYING CONVICTED SEX OFFENDERS:** The contractor warrants that no person in its employments who has been convicted of a sex offense under the provisions of Chapter 25 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 property, with the exception of public highways. If any employee of 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 GCC 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 GCC will give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four hours of notice from GCC, and the contractor shall notify GCC when action has been taken. If the contractor fails to take corrective steps within twenty-four hours of notice from GCC, then GCC in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.
- XX. NOTICES:** All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be made in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally, or shall be deemed to

be received as of the date of mailing if sent by registered or certified mail,
return receipt requested, postage prepaid as follows:

GCC: Guam Community College
 P.O. Box 23069
 GMF, Guam 96921

The Contractor: Asia Pacific International, Inc.
 P.O. Box 23663
 Barrigada, Guam 96921

**IN THIS WHEREOF parties hereto have executed this contract as of the day and
year first written.**

Carmen K. Santos, CPA
VP, Finance & Administration
Guam Community College

Joleen M. Evangelista
Procurement & Inventory Admin.
Guam Community College

Hong Yun Sun
President
Asia Pacific International

Mary A.Y. Okada, Ed.D.
President
Guam Community College

CERTIFIED FUNDS AVAILABLE

Contract No.: P1102300
FOAP: 30-2051GB-7230-66
Amount: \$56,132.00