

# AIA® Document A101™ – 2007

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the     day of     in the year  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Guam Community College  
P.O. Box 23069  
Barrigada, Guam 96921

and the Contractor:  
(Name, legal status, address and other information)

Orion Construction Corporation  
526 Bello Road  
Barrigada, Guam 96921

for the following Project:  
(Name, location and detailed description)

GCC Foundation Building Renovation  
Two-story concrete and steel building consisting of 21,000 SF of classrooms, offices, conference rooms, bookstore, café lounge, storage, utility rooms, and test rooms with landscaping and exterior improvements.

The Architect:  
(Name, legal status, address and other information)

Taniguchi Ruth Makio Architects  
P.O. Box EA  
Hagatna, Guam 96932

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(726225237)

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### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

| Date of commencement shall be the date of the Owner's Notice to Proceed to the Contractor.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

| § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than three hundred ( 300 ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

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Portion of Work  
N/A

Substantial Completion Date  
N/A

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See specification section 00026-5, Item 41 for Liquidated Damages

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Million Three Hundred Thirty Three Thousand Forty Six Dollars and 38/100 (\$ 4,333,046.38 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate Bid Item #2 (Northeast Parking) \$335,046.38

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A	N/A	N/A

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	N/A

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.  
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

Init.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

None

#### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☒ [ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other *(Specify)*

#### ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

1. The Contractor has provided the following alternate bid prices in their bid for the Project:

a. Alternate Bid Item #1 Photovoltaic System	\$247,757.84
b. Alternate Bid Item #3 Generator Building	\$404,408.19
c. Alternate Bid Item #4 Typhoon Shutters	\$ 54,849.48
d. Alternate Bid Item #5 Linoleum Flooring	\$ 12,694.80
e. Alternate Bid Item #6 Measurement & Verification Plan	\$ 17,572.00
f. Alternate Bid Item #7 3" Courtyard Gravel	\$ 1,173.92
g. Alternate Bid Item #8 Aluminum Sliding Windows	\$ 40,425.74

Init.

Although the listed alternate bid items have not been included in the Project, the Owner may secure funding for these items at a later date during the life of this Contract. If the Owner authorizes the Contractor to execute any of the listed alternate bid items during the life of this Contract, the Contractor shall provide these items as described in the Contract Documents through a Construction Change Directive(s) issued by the Architect, and the Contract sum and completion time shall be adjusted accordingly through Change Order(s) for the amounts identified above.

2. The Project intends to achieve certification under LEED 2009 For New Construction/Version 3. The Contractor shall be responsible for executing the construction requirements set forth in the LEED 2009 For New Construction criteria applicable to the Project.
3. The Contractor shall ensure that the building shell is properly constructed to prevent water infiltration into the Project's Interior spaces.
4. The Contractor shall execute all required pre-installation meetings with the Architect and provide shop drawings and mock-ups as needed to demonstrate proper installation of building components.
5. The Contractor shall maintain updated Record Documents on site throughout the construction process.
6. The Contractor shall prepare the Project closeout submittals as required in the Contract Documents in a timely manner to allow for proper Architecture & Engineering review.
7. The Contractor shall obey the Guam Community College Campus policies, including the policies regarding smoking, betel nut chewing, and sex offenders.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:  
(Name, address and other information)

Mary A.Y. Okada, Ed. D.  
President  
Guam Community College  
P.O. Box 23069  
Barrigada, Guam 96921  
Tel.: (671) 735-5538  
Fax: (671) 734-1003

§ 8.4 The Contractor's representative:  
(Name, address and other information)

Prudencio Miguel, Jr., President  
Orion Construction Corporation  
526 Bello Road  
Barrigada, Guam 96921  
Tel.: (671) 633-2203  
Fax: (671) 633-2208

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§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

See attached Exhibit 1 Gcc Foundation Building Renovation Specifications

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

See attached Exhibit 2 GCC Foundation Building Renovation Drawings

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 1	November 30, 2010	5
Addendum 1 Exhibit A	November 30, 2010	61
Addendum 1 Exhibit B (Alt. Bid Item #2)	November 30, 2010	49
Addendum 1 Exhibit C (Alt. Bid Item #3)	November 30, 2010	74
Addendum 2	December 15, 2010	7
Addendum 2 Exhibit A	December 15, 2010	8
Addendum 2 Exhibit B	December 15, 2010	8
Addendum 2 Exhibit C	December 15, 2010	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

init.

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- 2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

#### ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Bond No. 09027441 Fidelity and Deposit Company of Maryland	\$4,333,046.38
Labor and Material Payment Bond No. 09027441	\$4,333,046.38
Commercial General Liability Insurance (Contractor and Owner coverage)	\$1,000,000.00
Automobile Liability (Contractor coverage)	\$500,000.00

This Agreement entered into as of the day and year first written above.

  
 OWNER (Signature)

(Printed name and title)

  
 CONTRACTOR (Signature)

(Printed name and title)

Contract No: P1101078  
 Base Bid Amount: \$3,998,000.00  
 FOAP: 13-1051A-7230-66

Contract No: P1101079  
 Alternate #2: \$335,046.38  
 (NE Parking)  
 FOAP: 34-2054K-7230-66

Total Contract: \$4,333,046.38

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AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM \_\_\_\_\_ )

I, the undersigned, Armando T. Acosta  
first duly sworn, deposes and says that:

[state name of affiant signing below], being

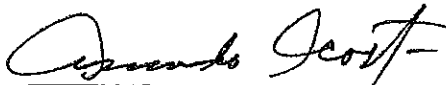
1. The name of the offering firm or individual is [state name of offeror company]

Orion Construction Corp.(Guam) Affiant is an Officer of the Offeror [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

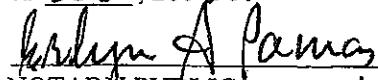


Signature of one of the following:

Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this day 20<sup>th</sup>

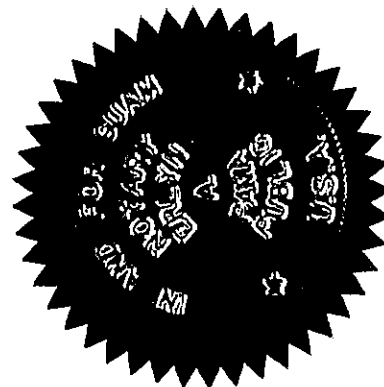
of DEC., 200 2010.



NOTARY PUBLIC

My commission expires 6/13/2011

**ERLYN A. PAMA**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: June 13, 2011  
P.O. Box 2371 Hagatna, Guam 96932



AFFIDAVIT re CONTINGENT FEES

CITY OF \_\_\_\_\_ )

ISLAND OF GUAM ) ss.  
)

I, the undersigned, Armando T. Acosta  
sworn, deposes and says that:

[state name of elan' signing below], being first duly

1. The name of the offering company or individual is [state name of company]  
Orion Construction Corporation (Guam)

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 1 1 108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 1 1 108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.



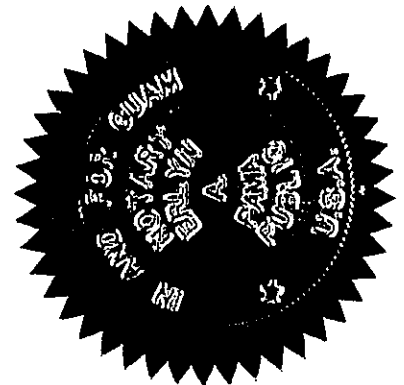
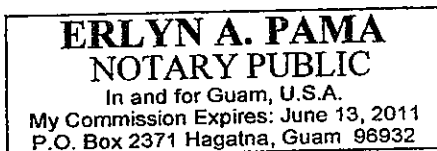
Signature of one of the following:

Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this

20<sup>th</sup> day of DEC., 2010

Erlyn A. Pama  
NOTARY PUBLIC  
My commission expires 6/13/2011



DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: Guam Community College Bid Invitation No. GCC-FB-11-003

Name of Offeror Company: Orion Construction Corporation (Guam)

I, the undersigned, Armando T. Acosta, hereby certify under penalty of perjury:

- (1) That I am *[please select one: the offeror, a partner of the offeror-, an officer of the offeror]* making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read: §

**5801. Wage Determination Established.**

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

**§ 5802. Benefits.**

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. *[INSTRUCTIONS- Please attach!]*



Signature

**AFFIDAVIT RE ETHICAL STANDARDS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

I, the undersigned, Armando T. Acosta [state name of affiant signing below], being first duly sworn, deposes and says that:

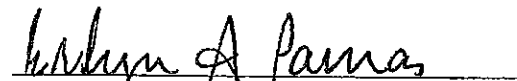
The affiant is an Officer of Orion Construction Corporation (Guam) [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).



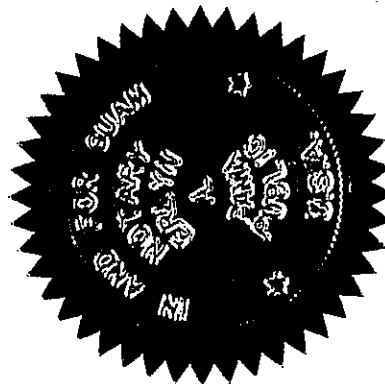
Signature of one of the following:

Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me this  
20<sup>th</sup> day of DECEMBER 2010.

  
NOTARY PUBLIC  
My commission expires 6/13/2011

**ERLYN A. PAMA**  
NOTARY PUBLIC  
In and for Guam, U.S.A.  
My Commission Expires: June 13, 2011  
P.O. Box 2371 Hagatna, Guam 96932



NON-COLLUSION AFFIDAVIT

RFP/BID NO: GCC-FB-11-003

Type of Service Being Offered: Construction

Name of Offeror Firm or Individual: Orion Construction Corporation (Guam)

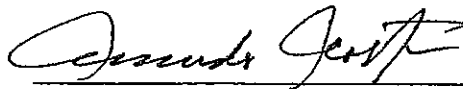
GUAM )

)ss.

HAGATNA, GUAM )

I, the undersigned, Armando T. Acosta, being first  
duly sworn, deposes and says:

That he is an Officer (the respondent, a partner of the respondent, an officer of the respondent) making the foregoing identified bid or proposal; that such bid or proposal is genuine and not collusive or a sham; that said respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any other respondent or person, to put in a sham proposal or to refrain from making an offer, and has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of respondent or of any other respondent, or to fix any overhead, profit or cost element of said proposal price of respondent or of that of any other respondent, or to secure any advantage against the government of Guam or any other respondent, or to secure any advantage against the government of Guam or any person interested in the proposed contract; and that all statements in this affidavit and proposal are true.



Signature of:

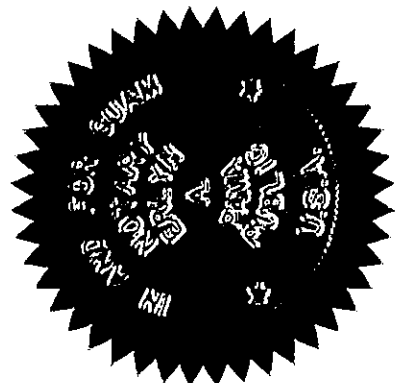
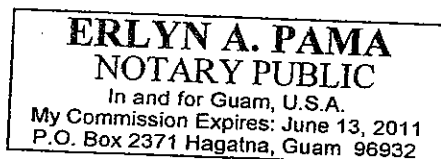
Offeror, if the offeror is an individual;

Partner, if the offeror is a partnership;

Officer, if the offeror is a corporation.

Subscribed and sworn to before me

This Day of 20<sup>th</sup> 2010 DEC.  
Erlyn A. Pama  
NOTARY PUBLIC  
My commission expires 6/13/2011



00024-5

GCC Foundation Building Renovation

Upon Notice of Intent to Award, the selected Bidder will be required to submit a listing of workers assigned to this project. This is to insure that the works assigned to this project are not on the Sex Offender Registry as required by P.L. 28-98.

### **RESTRICTIONS OF SEX OFFENDERS**

The Contractor warrants that no person shall provide services on his behalf in relation to this contract who has been convicted of 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 in the Sex Offender Registry. Any such person who is discovered to have been so convicted shall be immediately removed from working at Guam Community College and the President shall be informed within twenty-four (24) hours. Failure to take corrective action after notice may result in the temporary suspension of the Agreement at the discretion of the Government.

The Contractor must provide update listing of workers assigned to Guam Community College as personnel changes.