

CONTRACT AGREEMENT

FOR CIP PROJECT:

This Agreement made on this _____ day of _____, 20____, between the **University of Guam**, whose address is UOG Station, Mangilao, Guam 96923, herein referred to as "**OWNER**" and _____ (a Guam Corporation duly licensed Contractor), whose physical address is _____ herein referred to as the "**CONTRACTOR**".

The Contractor will be responsible for satisfying the scope of work identified in *Section One*; terms and conditions of this Agreement (including, but not limited to, the bonding requirements of the construction performance) in accordance with the bid request and bid proposal submitted the Contractor.

SECTION ONE DESCRIPTION OF WORK

The Contractor shall perform the following described work, in accordance with the plans and specifications attached and the bid proposal submitted by the Contractor dated _____. The plans, specifications, and communication as referred to herein are attached hereto and incorporated by reference.

The plans and specifications referred to are as follows:

1. University of Guam Bid Package, **UOG BID** _____.
2. Sealed Bid Price Proposal submitted by **2:00 p.m.**, dated _____.
3. Other Reference Documents and Scope of Work provided in Bid package including Attachment K and Exhibits A, B, C, & D.

SECTION TWO STARTING AND COMPLETION DATES

The Contractor agrees to commence the work within **ten (10) calendar days** after receipt of this Agreement signed by the University President and issuance of written "Notice to Proceed" (NTP), by Owner, with official date to commence the work affixed to the NTP. The Contractor shall commence said work thereafter diligently and continuously to completion, and in any and all events to complete the same within _____ calendar days after receipt of signed Agreement and written NTP as referred to herein. In no event shall the Contractor commence said work or place any materials on the site thereof prior to receipt of signed Agreement and issuance of written NTP from Owner.

The University shall not be liable to the Contractor for any work performed prior to the approval of this Agreement by the President of the University of Guam and issuance of written NTP by Owner. The Contractor hereby waives any and all claims for services performed in expectation of this Agreement prior to its approval by the President and issuance of written NTP.

SECTION THREE PRICE

Owner agrees to pay Contractor, for the work described, the total price of _____ dollars and _____ cents (_____). Payment of this amount is subject to additions or deductions in accordance with the provisions of this Agreement and of the other documents to which the Agreement is subject.

SECTION FOUR PROGRESSIVE PAYMENTS

Owner shall make progress payments to the Contractor, on the basis of applications for payment submitted to the University's Project Manager by the Contractor as the work progresses, and on the Project Manager's certificate therefore as follows:

Progress payments will be based upon work completed and materials in place as submitted by the Contractor on Standard AIA Document G702. Payments will be made upon invoices submitted by the Contractor and approved by the University's Project Manager. A ten percent (10%) retention fee will be withheld from each payment until **sixty (60) calendar days** after final completion and is payable in accordance with Section Five herein. Any work deleted will be credited as per submittal schedule.

Progress payments may be withheld if;

- a) Work is found defective and not remedied,
- b) The Contractor does not make prompt and proper payments to subcontractors;
- c) The Contractor does not make prompt and proper payments for labors, materials, or equipment furnished to him;
- d) Claims or liens are filed on the job; or
- e) In the opinion of Project Manager, the Contractor's work is not progressing satisfactorily.

SECTION FIVE
FINAL PAYMENT

Owner shall make final payment to the Contractor within **sixty (60) calendar days** after the work is finally completed and the Contractor has delivered to Owner a complete release of all liens arising out of the Agreement herein, or satisfactory documenting evidence of full payment covering all labor, materials, and equipment for which a lien could be filed, or in the alternative a bond satisfactory to Owner indemnifying it against such liens.

SECTION SIX
DESIGNATION OF PROJECT MANAGER

The Project Manager for this project is **Sonny P. Perez, PE, Chief Plant and Facilities Officer** of the University of Guam. The duties and authority of the Project Manager are as follows:

- a) **General Administration of Agreement:** The primary function of the Project Manager is to provide the general administration of the Agreement. In performing these duties, he is the Owner's representative during the entire period of the Agreement.
- b) **Inspections, Opinions, and Progress Reports:** The Project Manager shall keep familiar with the progress and quality of work by making periodic visits to the work site. He will make general determinations as to whether the work is proceeding in accordance with the Agreement. He will keep the Owner informed of such progress, and will use his best efforts to protect the Owner from defects and deficiencies in the work. He will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the Contractor's failure to perform the work in accordance with the Agreement.
- c) **Access to Work Site for Inspections:** The Project Manager shall be given free access to the work at all times during its preparation and progress. However, he is not required to make exhaustive or continuous on-site inspections to perform his duties of checking and reporting on work progress.
- d) **Interpretation of Agreement:** The Project Manager will be the initial interpreter of the Agreement requirements, and make primary decisions on claims and disputes between the Contractor and Owner. The Project Manager's decisions are subject to mediation and arbitration as provided in Section Thirteen herein.
- e) **Rejection of Certificates:** The Project Manager will determine the amounts owing to the Contractor as the work progresses, based on the Contractor's applications and his inspections and observations, and will issue certificates for progress payments and final payment in accordance with the terms herein.

SECTION SEVEN
EQUAL EMPLOYMENT OPPORTUNITY

The Contractor has received a copy of the University of Guam's EEO Policy. The Contractor warrants that in neither the delivery of its services nor in its employment practices will it discriminate against any individual(s) on the basis of race, color, creed, national origin, sex, age, (except as permitted by law), disability, status as a special disabled Vietnam Veteran, status as a Veteran of the Vietnam Era or citizenship status (except as permitted by law) or any other status protected under the University's EEO policy or by law and that it will comply in every respect with all provisions of federal and Guam law regarding this obligation. The Contractor agrees to indemnify and hold harmless the University of Guam, its agents, servants and employees from any and all claims arising out of any alleged failure on the part of the Contractor to honor this obligation.

SECTION EIGHT
EMPLOYMENT RESTRICTIONS

The Contractor warrants that no person in its employment who has been convicted of a sex offense under the provisions of 9 GCA Chapter 25 or of an offense defined in 9 GCA Chapter 28, Article 2, or who has been convicted of an offense with the same elements as heretofore define in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the Contractor while on University of Guam property. If any employee of the Contractor is providing services on University property and is convicted subsequent to an award of a contract, then the Contractor warrants that it will notify the University of the conviction within twenty-four (24) 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 University will give notice to the Contractor to take corrective action. The Contractor shall take corrective action within twenty-four (24) hours of notice from the University, and the Contractor shall notify the University when action has been taken. If the Contractor fails to take corrective steps within twenty-four (24) hours of notice from the University, then the University in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

SECTION NINE
DAVIS-BACON ACT

All persons employed on this project shall be paid not less than minimum wage applicable to the corresponding skill or craft as determined by the Department of Labor, Government of Guam or as determined by the Secretary of Labor, the higher rate to govern. Prevailing wage rates and regulation of the Department of Labor, Government of Guam is attached herewith and shall be deemed a part of the Agreement. In the event it is found by the Owner that any laborer or mechanic employed by the Contractor or any subcontractor directly on the site of the work covered by the Agreement has been or is being paid a rate of wages less than the rate of wages required by the Agreement to be paid as aforesaid, the Owner may, by written notice to the Contractor, terminate its right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and its sureties shall be liable to the Owner for any excess cost occasioned by the Owner thereby.

SECTION TEN
RESPONSIBILITIES OF THE CONTRACTOR

The Contractor's duties and rights in connection with the Agreement are as follows:

- a) **Responsibility for the Supervision of Construction:** The Contractor shall be solely responsible for all construction under this Agreement, including the techniques, sequences, procedures, and means, and for coordination of all work. He shall supervise and direct the work to the best of this ability, and give it all the attention necessary for such proper supervision and direction.
- b) **Discipline and Employment:** The Contractor shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any persons unfit or without skill to perform the job for which he was employed.
- c) **Furnishing of Labor, Materials, etc.:** The Contractor shall provide and pay for all labor, materials, and equipment, including tools, machinery, and services necessary for the proper completion of work on the project in accordance with the Agreement.
- d) **Payment of Taxes, Procurement of Licenses and Permits:** The Contractor shall pay all taxes required by law in connection with work on the project in accordance with this Agreement and shall secure all licenses and permits necessary for completion of the work, paying the fees therefore.
- e) **Compliance with Construction Laws and Regulations:** The Contractor shall comply with all laws and ordinances, and the rules, regulations, or order of all public authorities relating to the performance of the work herein. If any of the Agreement documents are at variance therewith, it shall notify the University of Guam's Project Manager promptly on discovery of such variance.
- f) **Responsibility for Acts of Employees and Subcontractors:** The Contractor assumes full responsibility for the acts, or omissions of all its employees, and for those of all other persons doing work under any sub-Agreement.
- g) **Warranty of Fitness of Equipment and Materials:** The Contractor represents and warrants to Owner that all equipment and materials used in the work, and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Agreement documents, of good quality, free of defects, and in conformity with the Agreement documents. It is agreed that all equipment and materials not so in conformity are deemed defective.
- h) **Furnishing of Samples:** The Contractor agrees to furnish, at the Project Manager's direction, all samples for his or her consideration and approval as to conformance with the specifications of the Agreement documents and the concepts of design called for therein.
- i) **Clean up:** The Contractor agrees to keep the work premises and adjoining ways free of waste materials and rubbish caused by its work or that of its subcontractors. It further agrees to remove all such waste materials and rubbish on termination of the project, together with all its tools, equipment, machinery, and surplus materials. It agrees, on terminating its work at the site, to conduct general clean-up operations, including the cleaning of all glass surfaces, walks, steps, interior and exterior floors, walls, fixtures, furniture and equipment.
- j) **Indemnity and Hold Harmless Agreement:** The Contractor shall protect, defend and hold Owner, its Directors, Officers, agents, employees, Project Manager, and consultants, harmless from any and all liabilities, losses, claims, judgments, fines or demands, including reasonable attorney's fees, arising out of any act or omission of the Contractor, its Directors, Officers, agents, employees, subcontractors, licensees, or invitees arising out of the performance of the Agreement, except for liabilities, losses, claims, judgments, fines or demands resulting solely from the sole negligence of the Owner. The obligation of the Contractor under this Section shall not extend to the liability of the Architect, Construction Manager, Engineer, their agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving or failure to give directions or instructions by the Architect, Construction Manager, their agents or employees, provided such giving or failure to give is the primary cause of the liabilities, losses, claims, judgments, or demands.
- k) **Safety Precautions and Programs:** The Contractor shall provide for and oversee all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, it shall take reasonable precautions for the safety of all work employees and other persons whom the work might affect, all work and materials incorporated in the project, and all property and improvements on the construction site and adjacent thereto, complying with all applicable laws, ordinance, rules, regulations and others. The Contractor shall cooperate with the University of Guam's Safety Officer in all matters related to safety and report all work related injuries and safety related matters to him or her.

SECTION ELEVEN
TIME OF THE ESSENCE; EXTENSION OF TIME

All times stated herein or in the Agreement documents are of the essence. The Agreement may be extended by a Change Order from the Project Manager for such reasonable time as he or she may determine, when in his or her opinion the Contractor is delayed in work progress by "change orders", labor disputes, fire, prolonged transportation delays, injuries, bad weather, or other causes beyond the Contractor's control which justify the delay. See Section Twenty-Two for extension of time performance.

The Contractor shall complete the work hereunder within _____ calendar days of the date herein or within such terms as may be extended by the University of Guam and should the Contractor fail to complete the work hereunder as specified. Then the **Contractor agrees to pay to the University of Guam, for each and every day of such delay beyond the time of completion of work, as specified below in Section 22 Pg- 8 Liquidated Damages for Construction and section 22 Pg-14 for Non Construction.**

SECTION TWELVE
SUBCONTRACTORS

The Contractor agrees to furnish the Project Manager, prior to the execution of this Agreement, a list of names of subcontractors in addition to the list provided in the Contractor's proposal, if any, to whom it proposes to, award the principal portions of the work to be subcontracted by it. A Subcontractor, for the purposes of this Agreement, shall be a person with whom the Contractor has a direct Agreement for work at the project site. The Contractor agrees not to employ a Subcontractor to which the Owner reasonably objects. All contracts between the Contractor and subcontractors shall conform to the provisions of the Agreement documents, and shall incorporate in them relevant provisions of this Agreement.

SECTION THIRTEEN
DISPUTES

In accordance with UOG Procurement Regulations 9.4 et seq., all controversies between the University and the Contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within sixty (60) working days after written request by the Contractor for a final decision concerning the controversy; provided however, that if the Procurement Officer does not issue a written decision within sixty (60) working days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

SECTION FOURTEEN
CONTRACTOR PROVIDED INSURANCE

The Contractor and subcontractors of all tiers shall procure and maintain the following types and amounts of insurance during the entire term of this Agreement.

- Liability Insurance:** Commercial General Liability insurance including coverage for bodily injury and property damage, contractual liability, products and completed operations. Coverage shall be extended for one year following issuance of Notice of Completion. The limits of liability shall be not less than \$1,000,000 combined single limit of liability per accident and \$2,000,000 annual aggregate. Deductibles, if any, shall be approved by the Owner. The University of Guam, its Directors, Officers, agents, and employees shall be named as additional insured with respect to any claims arising out of the Project.
- Automobile Liability:** Commercial Auto Liability insurance for all owned and non-owned vehicles used in connection with the Project in an amount not less than \$1,000,000 combined single limit of liability. Deductibles, if any, shall be approved by the Owner. The University of Guam, its Directors, Officers, agents, and employees shall be named as additional insured with respect to any claims arising out of the Project.
- Workers Compensation:** Statutory Workers' Compensation and Employers Liability insurance.
- Cancellation:** All policies shall contain an endorsement requiring insurers to provide the Owner with sixty (60) days prior written notice of cancellation, non-renewal, or reduction of coverage or limits.
- Certificates:** The Contractor shall provide evidence of the required insurance on standard Accord forms or equivalent.

SECTION FIFTEEN
CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by Project Manager prior to approval of final payment, the Contractor will promptly, without cost to Owner and as specified by Project Manager either corrects any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by Project Manager, remove it from the site and replace it with non-defective work. If the Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from Owner, Owner may have the deficiency corrected or the rejected work removed and replaced. The Contractor shall pay all direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, and an appropriate deductive change order shall be issued. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

SECTION SIXTEEN
PERFORMANCE BOND

A performance bond shall be furnished as security for the faithful performance of all obligations under the Agreement documents. This bond shall be in amounts at minimum equal to the Agreement price and in such form and with such sureties as are acceptable to Owner as per University Procurement Regulations. Prior to execution of the Agreement, the Contractor shall furnish to Owner evidence that the performance bond has been secured as required herein.

SECTION SEVENTEEN
NON-ASSIGNABILITY

The Contractor shall not assign or transfer this Agreement without first obtaining Owner's consent in writing.

SECTION EIGHTEEN
SEVERABILITY

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

SECTION NINETEEN
WAIVER

No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants or conditions of this Agreement.

SECTION TWENTY
NOTICES

All notices, requests, demands and other communication shall be in writing and shall be deemed to have been duly given if delivered personally or mailed, by certified mail, return receipt as follows:

OWNER

UNIVERSITY OF GUAM
Office of the President
ATTN: VPAF & Legal Office
JELG-SBPA Building, 2nd Floor
UOG Station, Mangilao, GU 96923
Tel. No. (671) 735-2990/2900

OWNER'S PROJECT MANAGER

Name: Sonny P. Perez, PE
Title: Chief Plant and Facilities Officer
Office: Plant Management
Location: Plant Maintenance Bldg.
E-Mail: sonnyppz@uquam.uog.edu
Tel. No. 735-2372 & Fax No. 734-6476

CONTRACTOR

Tel. No. _____ & Fax No. _____

SECTION TWENTY-ONE
ENTIRE AGREEMENT; MODIFICATION

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing, signed by the parties.

SECTION TWENTY - TWO
A. CONTRACT CLAUSES FOR CONSTRUCTION CONTRACTS ONLY

NOTE: The President of University of Guam is the University's Chief Procurement Officer and replaces any reference below to the Director of Public Works or the head of the Purchasing Agency. References to the "territory" or "territorial" shall mean the University of Guam.

VARIATIONS IN ESTIMATED QUANTITIES

- (1) Variations Requiring Adjustments. Where the quantity of a pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than 15% above or below the estimated quantity stated in this contract, an adjustment in the contract price shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115% or below 85% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Public Works or the head of the Purchasing Agency shall, upon receipt of a timely written request for an extension of time, prior to the date of final settlement of the contract, ascertain the facts and make such adjustment for extending the completion date as in the judgment of the Director of Public Works or the head of the Purchasing Agency the findings justified.
- (2) Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract."

SUSPENSION OF WORK

- (1) **Suspension for Convenience.** The Director of Public Works or the head of the Purchasing Agency may order the contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Director of Public Works or the head of the Purchasing Agency may determine to be appropriate for the convenience of the territory.
- (2) **Adjustment of Cost.** If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Director of Public Works or the head of the Purchasing Agency in the administration of this contract, or by the failure of the Director of Public Works or the head of the Purchasing Agency to act within the time specified in this contract (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent:
 - (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor; or
 - (2) for which an adjustment is provided for or excluded under any other provision of this contract.
- (3) **Time Restriction on Claim.** No claim under this clause shall be allowed:
 - (a) for any costs incurred more than twenty (20) days before the contractor shall have notified the Director of Public Works or the head of the Purchasing Agency in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
 - (b) unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.
- (4) **Adjustments of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract"

DIFFERING SITE CONDITIONS

- (1) **Notice.** The contractor shall promptly, and before such conditions are disturbed, notify the Director of Public Works or the head of a Purchasing Agency of:
 - (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract; or
 - (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- (2) **Adjustments of Price or Time for Performance.** After receipt of such notice, the Director of Public Works or the head of a Purchasing Agency shall promptly investigate the site, and if it is found that such conditions do materially so differ and cause an increase in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.
- (3) **Timeliness of Claim.** No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in this clause; provided, however, that the time prescribed therefore may be extended by the Director of Public Works or the head of a Purchasing Agency in writing.
- (4) **No Claim After Final Payment.** No claim by the contractor for an adjustment there under shall be allowed if asserted after final payment under this contract.
- (5) **Knowledge.** Nothing contained in this clause shall be grounds for an adjustment in compensation if the contractor had actual knowledge of the existence of such conditions prior to the submission of bids.

PRICE ADJUSTMENT

- (1) **Price Adjustment Methods.** Any adjustment in contract price pursuant to clauses in this contract shall be made in one or more of the following ways:
- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (b) by unit prices specified in the contract or subsequently agreed upon;
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
 - (d) in such other manner as the parties may mutually agree; or
 - (e) in the absence of an agreement between the parties, by a unilateral determination by the Director of Public Works or the head of the Purchasing Agency of costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Director of Public Works or the head of the Purchasing Agency in accordance with generally accepted accounting principles and applicable sections under Chapter 7 (Cost Principles) of the Guam Procurement Regulations and subject to the provisions of Article 5, Chapter 5 of 5 GCA (Legal and Contractual Remedies) of the Guam Procurement Act.
- (2) **Submission of Cost or Pricing Data.** The contractor shall submit cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations."

CLAIMS BASED ON THE DIRECTOR OF PUBLIC WORK'S OR THE HEAD OF A PURCHASING AGENCY'S ACTIONS OR OMISSIONS

- (1) **Notice of Claim.** If any action or omission on the part of the Director of Public Works or the head of the Purchasing Agency, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (a) the contractor shall have given written notice to the Director of Public Works, the head of the Purchasing Agency, or designee of such officer:
 - (1) prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;
 - (2) within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or
 - (3) within such further time as may be allowed by the Procurement Officer in writing.This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.
 - (b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and
 - (c) the contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- (2) **Limitations of Clause.** Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
- 3) **Adjustments of Price.** Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract."

TERMINATION FOR DEFAULT FOR NONPERFORMANCE OR DELAY - DAMAGES FOR DELAY -TIME EXTENSIONS

- (1) **Default.** If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will assure its completion within the time specified in this contract, or any extension thereof fails to complete said work within such time, or commits any other substantial breach of this contract, and further fails within fourteen (14) days after receipt of written notice from the Procurement Officer to commence and continue correction of such refusal or failure with diligence and promptness, the Procurement Officer may, by written notice to the contractor, declare the contractor in breach and terminate the contractor's right to proceed with the work or such part of the work as to which there has been delay. In such event the territory may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary there for. Whether or not the contractor's right to proceed with the work is terminated, the contractor and the contractor's sureties shall be liable for any damage to the territory resulting from the contractor's refusal or failure to complete the work within the specified time.
- (2) **Liquidated Damages upon Termination.** If fixed and agreed liquidated damages are provided in the contract, and if the territory so terminates the contractor's right to proceed, the resulting damage will consist of such liquidated damages for such reasonable time as may be required for final completion of the work.

(3) **Liquidated Damages in Absence of Termination.** If fixed and agreed liquidated damages are provided in the contract, and if the territory does not terminate the contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

(4) **Time Extension.** The contractor's right to proceed shall not be so terminated nor the contractor charged with resulting damage if:
(a) the delay in the completion of the work arises from causes such as: acts of God; acts of the public enemy; acts of the territory, and any other territorial entity in either a sovereign or contractual capacity; acts of another contractor in the performance of a contract with the territory; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; delays of subcontractors due to causes similar to those set forth above; or shortage of materials; provided, however, that no extension of time will be granted for a delay caused by a shortage of materials, unless the contractor furnished to the Procurement Officer proof that the contractor has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work, and further proof that the inability to obtain such materials when originally planned did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the contractor's operations; and
(b) the contractor, within ten days from the beginning of any such delay (unless the Procurement Officer grants a further period of time before the date of final payment under the contract), notifies the Procurement Office in writing of the causes of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the judgment of the Procurement Officer, the findings of fact justify such an extension.

(5) **Erroneous Termination for Default.** If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstance, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly.

(6) **Additional Rights and Remedies.** The rights and remedies of the territory provided in this clause are in addition to any other rights and remedies provided by law or under this contract."

LIQUIDATED DAMAGES

When the contractor fails to complete the work or any portion of the work within the time or times fixed in the contract or any extension thereof, the contractor shall pay to the territory \$50 for contracts less than \$100,000 and \$100 for contracts \$100,000 and over per calendar day of delay pursuant to the clause of this contract entitled, "Termination for Default for Nonperformance or Delay - Damages for Delay - Time Extension."

TERMINATION FOR CONVENIENCE

- (1) **Termination.** The Procurement Officer may, when the interests of this territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) **Contractor's Obligations.** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the territory. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as necessary to do so.
- (3) **Right to Construction and Supplies.** The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer:
(a) any completed construction; and
(b) such partially completed construction, supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawing, information, and contract rights (hereinafter called "construction material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall protect and preserve property in the possession of the contractor in which the territory has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such construction, supplies, and construction materials in accordance with the standards of 14 GCA §2706 (UCC). (See end of Subsection 6101(10)(d) for code quotation.) This in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.
- (4) **Compensation.**
(1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data, submitted to the extent required by Section 3118 (Cost or Pricing Data) of the Guam Procurement Regulations, bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

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

(3) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments under Subparagraph (b) shall not duplicate payments under this Paragraph: (i) with respect to all contract work performed prior to the effective date of the notice of termination, the total (without duplication of any items) of:

- (A) the cost of such work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for completed portions of such work; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- (B) cost of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(i)(A) of this Paragraph.
- (C) the reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this Paragraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of any sales of construction, supplies, and construction materials under Paragraph (3) of this clause, and the contract price of work not terminated.
- (D) Cost claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations."

REMEDIES

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

B. CONTRACT CLAUSES FOR NON-CONSTRUCTION CONTRACTS, IF APPLICABLE

NOTE: The President of University of Guam is the University's Chief Procurement Officer and replaces any reference below to the Director of Public Works or the head of the Purchasing Agency. References to "territory" or "territorial" shall mean the University of Guam.

CHANGES

(1) Change Order:

By a written order, at any time, and without notice to surety, the Chief Procurement Officer or the head of a Purchasing Agency may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith;
- (b) Method of Shipment or packaging; or
- (c) Place of Delivery

(2) Adjustments of Price or Time Performance:

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

(3) Time Period for Claim:

Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the territory is prejudiced by the delay in notification.

(4) Claims Barred After Final Payment:

No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(5) Other Claims Not Barred:

In the absence of such a change order, nothing in this clause shall be deemed to restrict Contractor's right to pursue A claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause." or breach of contract.

STOP WORK ORDER

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

- (A) Cancel the stop work order; or
- (B) Terminate the work covered by such order as provided in the "Termination for Convenience Clause" of this Contract.

VARIATION IN QUANTITY

Upon the agreement of the parties, the quantity of supplies or services or both specified in this contract may be increased by a maximum of ten percent (10%) provided:

- (A) The unit prices will remain the same (except for any price adjustments otherwise applicable); and
- (B) The Procurement Officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

PRICE ADJUSTMENT

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

- (1) **Price Adjustment Methods.** Any adjustment in contract price pursuant to clause in this contract shall be made in one or more of the following ways:
 - (a) By agreement on a fixed price adjustment before commencement of all the pertinent performance or as soon thereafter as practicable;
 - (b) By unit prices specified in the contract or subsequently agreed upon;
 - (c) By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract - or subsequently agreed upon;
 - (d) In such manner as the parties may mutually agree; or
 - (e) In the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated Under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.
- (2) **Submission of Cost or Pricing Data.** The contractor shall submit cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations."

CLAIMS BASED ON A PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS CLAUSE

(1) Notice of Claim. If any action or omission on the part of the Director of Public Works or the head of the Purchasing Agency, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with

the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (a) The contractor shall have given written notice to the Director of Public Works, the head of the Purchasing Agency, or designee of such officer:
- (1) prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;
 - (2) Within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or
 - (3) Within such further time as may be allowed by the Procurement Officer in writing.
- (a) This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.
- (b) The notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and
- (c) The contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- (2) **Limitations of Clause.** Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
- (3) **Adjustments of Price.** Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract."

TERMINATION FOR DEFAULT

- (A) **Default.** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (B) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the territory has an interest.
- (C) **Compensation.** Payment for completed supplies delivered and accepted by the territory shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the Procurement Officer; if the parties fail to agree, the Procurement Officer shall set an amount subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The territory may withhold from amounts due the contractor such sums as the Procurement Officer deems to be necessary to protect the territory against loss because of outstanding liens or claims of former lien holders and to reimburse the Territory for the excess costs incurred in procuring similar goods and services.
- (D) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work here under which endangers such performance) if the contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the territory and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Procurement Officer shall ascertain the facts and extent such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the territory under the clause entitled (in fixed-price contracts, "Termination". (As used in this Paragraph of this clause the term "Subcontractor" means subcontractor at any tier)
- (E) **Erroneous Termination for Default.** If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination

for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

- (F) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

LIQUIDATED DAMAGES

When the contractor is given notice of delay or nonperformance as specified in the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under the paragraph Excuse for Nonperformance or Delayed Performance of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay.

TERMINATION FOR CONVENIENCE

(1) **Termination:** The Procurement Officer may, when the interests of this territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

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

(3) **Right to Supplies:** The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer:

(a) any completed supplies; and

(b) such partially completed supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawing, information, and contract rights (hereinafter called "construction material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall protect and preserve property in the possession of the contractor in which the territory has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of 14 GCA §2706 (UCC). (See end of Subsection 6101(10)(d) for code quotation.) This in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

(4) **Compensation:**

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

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

(3) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments under Subparagraph (b) shall not duplicate payments under this Paragraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies and services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this Paragraph.

(iv) the reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this Paragraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of work not terminated.

(4) Cost claimed, agreed to, or established under Paragraphs (2) and (3) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations."

REMEDIES

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

SECTION TWENTY-THREE CONTRACT PROHIBITION

AFFIDAVIT re NO GRATUITIES, KICKBACKS, AND /OR FAVORS

The Contractor acknowledges that it has not and will not violate the prohibition against gratuities, kickbacks and / or favors set forth (Gratuities and Kickbacks) in 5 GCA, Chapter 5, Article 11, Ethics in Public Contracting and Section 11.7 (Gratuities and Kickbacks and Favors) of the UOG Procurement Manual. (Revised AG Form 004)

AFFIDAVIT re CONTINGENT FEES

The Contractor affirms that it has not retained any person or agency on a percentage, commission, or other contingent arrangement, except for retention of bona fide established commercial selling agencies for the purpose of securing business. (Revised AG Form 007)

AFFIDAVIT re ETHICAL STANDARDS

The Contractor affirms that it has not knowingly influenced and / or promised or influenced any government employee to breach any of the ethical standards set forth in 5 GCA, Chapter 5, Article 11, and in Chapter 11 (Ethics in Public Contracting) of the UOG Procurement Manual. (Revised AG Form 005)

**SECTION TWENTY-FOUR
GOVERNING LAW**

This Agreement shall be interpreted and construed under the laws of Guam as to interpretation and performance.

IN WITNESS WHEREOF, the parties have executed this Agreement at Mangilao, Guam, this _____ day and year and is to be first written above.

OWNER:

UNIVERSITY OF GUAM
UOG Station
Mangilao, Guam 96923

CONTRACTOR:

X _____ Date _____

APPROVAL BY:

X _____
Dr. Robert A. Underwood, UOG President
Date: _____

Contact Numbers: (671)
Facsimile No. (671)
E-Mail Address:
Business License No.:
Contractor's License No.

X N/A _____, Chairman, UOG Board of Regents
Date: _____

X N/A _____, Chairman, BFIA, UOG Board of Regents
Date: _____

X _____
David M. O'Brien, UOG Vice President of
Administration & Finance
Date: _____

X _____
Victorina Renacia, Legal Counsel, UOG
Date: _____

X _____
Sonny P. Perez, Chief Plant Facilities Officer
Date: _____

CERTIFICATION OF FUNDS AVAILABLE:

X _____
Zeny A. Nace, UOG Comptroller
Date: _____
UOG Contract No.: _____
UOG Account No.: _____
