



NORTHERN MARIANAS HOUSING CORPORATION

P.O. BOX 500514, Saipan, MP 96950-0514

Email: nmhc@nmhc.gov.mp

Website: <http://www.nmhc.gov.net>

Tels: (670) 234-9447
234-6866
234-7670
Fax: (670) 234-9021

11/21/22

Mr. He Guo Qiang
General Manager
Yantze Corporation
P.O. Box 500783
Saipan, MP 96950
Tel: (670)235-6678
Email: saipanyantze@gmail.com

RE: Notice To Proceed
Contract No.: NMHC 2021-056 (NMHC IFB 2021-010)
Change Order No. 2
Apengagh St. and Ghilis St. Road and Drainage Improvement Project

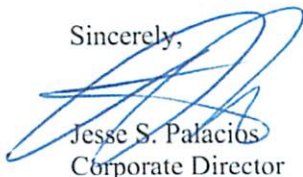
Dear Mr. Qiang:

This letter will serve as our notice to proceed ("NTP") to commence the additional work for the Apengagh St. and Ghilis St. Road and Drainage Improvement Project. The additional work consist of the following: Removal of Existing Structure/Obstruction; Existing Lateral Waterline Upgrade and Overruns Concrete Catch Basins with frames and gratings. A detailed description of the aforementioned additional work is stated in your contract. Your original contract price is \$368,992.00 plus the additional work in the amount of \$35,288.52 brings your total contract price to \$404,280.52. Therefore, your company shall not exceed your new contract price. All terms and conditions from the original contract and change order number one shall apply.

Please submit to our office an updated payment and performance bond to reflect the new contract price.

If you may have any questions or concerns, please do not hesitate to contact Mr. Jacob Muna, Office Manager/Procurement Officer at the numbers listed above or via email at officemanager@nmhc.gov.net.

Sincerely,



Jesse S. Palacios
Corporate Director



11/21/2022



Tinian Field Office
Tel: (670)433-9213
Fax: (670)433-3690

"NMHC is an equal employment and fair housing public agency"

CDBG-DR Office
Tel: (670)233-9447/9448/9449

Rota Field Office
Tel: (670)532-9410
Fax: (670)532-9441

CONTRACT NO.: NMHC 2021-056
NMHC IFB 2021-010: Apengahg St. and Ghilis St.
Road and Drainage Improvement Project
Contractor: Yantze Corporation
Change Order No. 2

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
CONTRACT FOR PURCHASE OF SERVICES

I. PARTIES

This contract is between the NORTHERN MARIANAS HOUSING CORPORATION (NMHC), an autonomous public agency of the Commonwealth of the Northern Mariana Islands and referred to herein as “NMHC”, and Yangtze Corporation is referred to in this contract as the “Contractor.”

Jesse S. Palacios, NMHC Corporate Director; is the Expenditure Authority for the NORTHERN MARIANAS HOUSING CORPORATION (NMHC). Any reference to the expenditure authority in this contract is a reference to Jesse S. Palacios, Corporate Director. The Expenditure Authority may take any action on behalf of the NMHC provided for by this contract or by law.

II. NOTICE

All notices and communications required by this contract shall be in written form and shall be delivered to the following addresses:

Mr. Jacob Muna, Procurement Officer
Northern Marianas Housing Corporation
P.O. Box 500514
Saipan, MP 96950
Tel: (670)234-6866

He Guo Qiang, General Manager
Yantze Corporation
P.O. Box 500783
Saipan, MP 96950
Tel: (670)235-6678
Email: saipanyantze@gmail.com

III. COMMUNICATION

The Contractor shall maintain communications with NMHC at all stages of the Contractor’s work. The Contractor will submit any questions it may have to the NMHC regarding its performance under this contract.

IV. GENERAL PURPOSE

The purpose of this contract is for the NMHC to procure from the Contractor the additional services described in this contract and in the attached exhibits and to enjoy any warranty or other services provided for by this contract. The additional services being procured are described as follows:

1. Removal of Existing Structure/Obstruction;
2. Existing Lateral Waterline Upgrade;
3. Concrete Catch Basin, with Frame and Gratings.

The services being purchased by this contract are further described in *Exhibit B*. If the description of the services in *Exhibit B* conflict with the description of the services in this contract, then the description in this contract will control.

The services will be provided on the island of Saipan.

The services will be performed and completed on or before March 30, 2023

V. CONTRACTOR TO PROVIDE EQUIPMENT

The Contractor will provide all materials, supplies, equipment and personnel necessary to complete this contract.

VI. WARRANTY

1 year workmanship warranty

VII. CONTRACT DOCUMENTS

The following instruments shown in the table below, constitute the contract documents (“Contract Documents”) and are incorporated as part of the Contract thereof. If any of the attached documents conflict with this contract, then the language of this contract will control.

EXHIBIT	NAME OF DOCUMENT
A	Additional Scope of Work and Costs
B	Original Contract & Change Order No. 1

VIII. CONSIDERATION AND SCOPE OF WORK

Contractor agrees to perform the services described in this contract and the documents attached and incorporated into this contract. The NMHC agrees to pay contractor in the amount not to exceed **Four Hundred Four Thousand Two Hundred Eighty Dollars and Fifty-Two Cents (\$404,280.52)** in exchange for the labor, materials and tools, and goods if any. In addition, the consideration for this agreement is in the mutual covenants and stipulations hereby agreed to by the parties and set out in the following paragraphs.

IX. DURATION OF CONTRACT

The Contractor will begin its performance upon receipt of a Notice to Proceed by NMHC.

This contract will remain in effect until March 23, 2023.

X. CONTRACT EXTENSION

N/A

XI. DELIVERY AND PAYMENT

1. The Contractor agrees to begin, and to continue for as long as this contract provides, to perform the services on the island of Saipan. The Contractor will invoice NMHC and will be paid according to the following schedule:

DATE THE NMHC RECEIVES INVOICE	INVOICE AMOUNT	PAYMENT DUE DATE
Progress Billing based on actual completed work		NMHC will issue payment to the contractor within 30 days after submitting an invoice.

2. If the notice to proceed is issued after a date identified in the above-schedule, then the Contractor will invoice the NMHC on the next date identified in the above-schedule. Thereafter, invoices will be issued in accordance with the above-schedule and will continue to be issued until the contract is completed.
3. Payment by NMHC shall be made only upon Contractor’s submission of evidence to the Expenditure Authority that the Contractor has delivered the services and has adhered to all contract terms and specifications.
4. If the Contractor fails to invoice NMHC according to the above schedule, then NMHC, at its sole discretion, may refuse to pay the untimely invoice. If NMHC exercises its right to refuse payment under this subsection, neither party will be relieved of its obligation to perform under this contract.

XII. SIGNATURE REQUIREMENTS

No Contract can be formed prior to the approval of all required signatories, as evidenced by the signature affixed below of each of them, made in the order listed. The Contract shall become effective upon certification of contract completion by the Procurement Officer.

XIII. ADJUSTMENTS OF TIME FOR PERFORMANCE

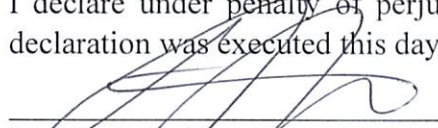
The Expenditure Authority may grant the Contractor up to thirty additional days to complete the delivery of the services required by this contract. A grant of additional time will only be effective if it is placed in writing and signed by the Expenditure Authority.

The Contractor may grant the NMHC additional time, as necessary, to complete the payment for the services. A grant of additional time will only be effective if it is placed in writing and signed by an agent of the Contractor.

XIV. SIGNATURES

1. Expenditure Authority

I declare that I have complied with the NMHC procurement regulations; that this contract is for a public purpose; and that the contract does not waste or abuse public funds. I declare that I, personally, have the authority to obligate the expenditure of funds for this contract. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this day in the Commonwealth of the Northern Mariana Islands.



Jesse S. Palacios
Corporate Director
Expenditure Authority

11/15/2022
Date:

2. Procurement and Supply

I hereby certify that to the best of my information and belief this contract is in compliance with the NMHC Procurement Regulations, is for a public purpose, the contractor is a responsible contractor, and the contract does not waste or abuse public funds.



Jacob Muna
Procurement Officer

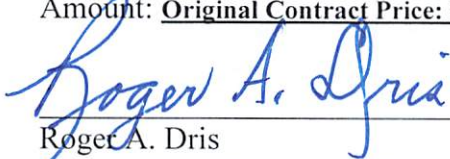
11/15/22
Date

3. NMHC Fiscal Division

I hereby certify that the funds identified below are available and have been committed for funding of this Contract:

Account: DR1.53702

Amount: Original Contract Price: \$368,992.00/Additional Cost: \$35,288.52: Total: \$404,280.52




Roger A. Dris
Acting-Chief Financial Officer

11/15/22

Date

4. Attorney General:

I hereby certify that this contract has been numbered, review and approved as to form and legal capacity.



Edward Manibusan
Attorney General

11/16/2022

Date

5. NMHC Board of Directors



Merced "Marcie" M. Tomokane
Chairwoman

11/17/2022

Date

Type of Procurement (Check one only)

- Initial procurement
- Subsequent procurement –
- Following Bid Protest
- Government's Option
- Replacement for Defaulted Contractor

Government contract numbers of all related contracts with the Vendor:
Insert Contract Numbers, or NONE
