



Office of the
Director of Maintenance

College of Micronesia-FSM

P. O. Box 159, Kolonia, Pohnpei

Federated States of Micronesia 96941

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May 17, 2010

Eddie Demalata – Owner/Manager
Pacific Landscaping, Engineering & Construction, Inc.
P.O. Box 666
Kolonia, Pohnpei
FM 96941

Subject: Notice To Proceed (CT10-0670)

Dear Mr. Demalata:

By this letter, Pacific Landscaping, Engineering & Construction, Inc. is hereby notified to proceed with contract CT10-0670 on Wednesday May 19, 2010. This date shall be established as the official date of project commencement and scheduled to be completed within 45 calendar days or by July 3, 2010. Do provide an updated construction schedule per project scope.

Again, the College congratulates Pacific Landscaping, Engineering & Construction, Inc. and look forward to a smooth and successful project.

Please let me know if you have any question pertaining to this letter.

Thank you,

Alfred Olter - Project Manager

Cc; Spensin James – President
Joe Habuchmai – VPA
Francisco Mendiola – Dir. of Facilities & Campus Security



COLLEGE OF MICRONESIA -FSM
P. O. Box 159
Pohnpei, FM 96941

IMF Contract
FOR
Renovation and Improvement of dorm showers and toilets (male and female dorms)

Contract No: C/10-0670/0661 Account No. 201.10.105.8533.4101 #2

Contract made on the 5th day of May 2010, by and between College of Micronesia - FSM, herein referred to as Owner and "Pacific Landscaping, Engineering & Construction, Inc.", herein referred to as "Contractor".

Whereas COM-FSM contracted Gonzales General Construction Co. provide material, equipment and skilled labor for the renovation and improvement of dorm showers and toilets (male and female dorms) per attached "SCOPE OF Work".

TERM

Duration of services to be performed under this contract shall commence upon issuance of written NTP and shall be completed within 45 calendar days. Liquidated damage in the amount of \$25.00 will be assessed for each day the project is delayed.

COMPENSATION

Subject to deductions as required by or as provided in this contract, Owner will pay contractor a total of Eighteen thousand, six hundred dollars and no cent (\$18,600.00) during the term of the contract.

Payment to the Contractor will be made when CONTRACT is certified or approved and apportioned as follows:

PAY#:	DATE:	AMOUNT:
1	15% Upon complete signing of the contract	\$ 2,790.00
2	Partial payment up to 65%	\$12,090.00
3	Remaining 20% upon completion and acceptance	\$ 3,720.00

Warranty

The contractor warrants that all work done under the contract will be of good quality and in compliance to construction standard. Work performed not conforming to these requirements shall be redone by contractor as requested by the COM-FSM. A Warranty period of 180 days or six (6) months shall be assessed for this project.

TERMINATION OF THE CONTRACT

The Contract may be terminated by the Owner for any of the following reasons:

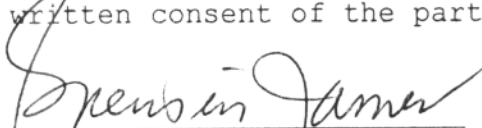
- A. There is substantial evidence indicating that the Contractor has neglected or discontinued to perform any part of the scope of services approved in this contract;
- B. The Owner feels and determines that the Contractor's performance is unsatisfactory and may compromise the integrity or quality of the project.

Dispute

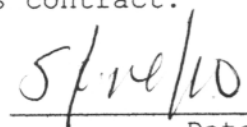
Both parties agreed that the Jurisdiction for any legal action brought pursuant to the terms and conditions of this contract shall only be in the FSM Supreme Court in the State in which the project is held.

Amendment

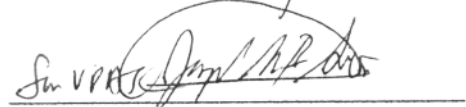
No term or condition of the contract shall be amended without the written consent of the parties of this contract.



Spensin James
President - COM-FSM



Date



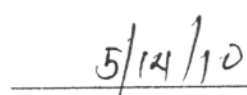
Joe Habuchmai
VPA - COM-FSM



Date



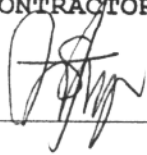
Project Administrator



Date

FOR THE CONTRACTOR:

PLEC



5/14/10
Date

Certification of funds:

Acct.#:

201.10.105.8553.4101 *fe* *0A24*

Dy *05/14/10*

Danilo Dumantay - Comptroller

JMO
5/12/10

Date: _____