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COLLEGE OF MICRONESIA -FSM

P. O. Box 159
Pohnpei, FM 96941



**Contract
For Repairs and Painting
Of Buildings D,E & G at National Campus**

Contract No: C/12-0322/0181 Account No. 101-10-495-8553-4379

Contract made on the November 24, 2011, by and between College of Micronesia - FSM, herein referred to as Owner and Gonzales General Construction herein referred to as "Contractor"

Whereas COM-FSM contracted Gonzales General Construction to provide material, equipment and skilled labor in repairing minor damages and painting of buildings D,E & G as stated in the scope of work.

TERM

Duration of services to be performed under this contract shall commence on November 28, 2011 and shall be completed by February 22, 2012 or total number of 60 working days from the commencement date.

COMPENSATION

Subject to deductions as required by or as provided in this contract, Owner will pay contractor up to a total amount of sixteen thousand forty four dollars and no cent (\$16,044.00) during the term of the contract.

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

PAYMENT NO:	DATE:	AMOUNT:
1	25% upon signing of contract	\$ 4,011.00
2	Up to 50% shall be released based on work accomplishment	\$ 8,022.00
3	Remaining 25% shall be released upon full completion and acceptance of the work	\$ 4,011.00

Warranty

The Contractor warrants that it will provide the equipment, manpower, technical expertise to properly execute the required services and ensures that all work is in compliance with the uniform building code. Works performed not conforming to these requirements shall be immediately redone by contractor upon request by COM-FSM. **Warranty period of 180 days or six (6) months** will be assessed on the project and contractor is hereby liable to repair any defective work at no cost to the owner.

Liquidated Damages for Untimely Completion.

The parties agree that completion of the Project by the completion date is an essential part of this Contract and that failure to do so will damage the Owner. Such damages are liquidated and will be incurred for each day that the Project is not completed and accepted within the stated time. The amount of said liquidated damage shall be assessed at **\$50.00 each day.**

Indemnification

Contractor shall indemnify and hold the Owner harmless from any and all causes of action, claims, losses, damages, bodily injuries or deaths (including courts cost and attorney fees) resulting from the acts or omission of the Contractor and of the Contractor's agents, employees and subcontractors.

INSURANCE

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain a Comprehensive General Liability Insurance that will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be performed by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
2. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees

TERMINATION OF THE CONTRACT

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

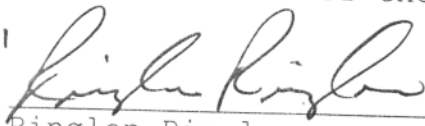
- A. There is substantial evidence indicating that the contractor has neglected or discontinued to perform any part of the scope of services approved in this contract;
- B. The Owner feels and determines that the contractor's performance is unsatisfactory and may compromise the integrity or quality of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

12/14/11
12/7/11

Ringlen Ringlen
Interim President, COM-FSM

12/13/11
Date

FOR THE CONTRACTOR:

12/14/11

Danilo Dumantay - Comptroller

12/14/11
Date

Certification of funds: 101.10.495-8J3-4379


Danilo Dumantay - Comptroller

Date: 12/12/2011



COLLEGE OF MICRONESIA - FSM
Palikir, Pohnpei, FSM

Price Comparison and Analysis (PCA)

Campus/Office/Program: National/Maintenance/Administrations

Item No.	Items Requested To Be Purchased		Vendors		
	Description	QTY	Gonzales Gen. Const.	See Attached bid result	
1	Paint Building D	1	\$5,407.00		
2	Paint Building E	1	\$5,408.00		
3	Building G	1	\$4,755.00		
4					
5					
6					
7					
8					

Basis for Selecting the Vendor/Justifications:

Gonzales is the lowest bidder for these projects. See attached. 1.

Remarks:

Prepared By: Francisco W. Mendiola

Date: 10/24/11

National Campus Renovation Projects Bid Results

BID OPENING DATE: 11 / 16 / 11		Building E/Female Dorm		Building D/ Male Dorm		Building G/Administration		Building C/Cafeteria		Building F2/New faculty	
Contractor		Amount	Duration	Amount	Duration	Amount	Duration	Amount	Duration	Amount	Duration
Gonzales General Construction		\$5,407.90	20 Cal. Days	\$5,407.90	20 cal.days	\$4,755.10	20 cal. Days	\$3,420.50	17 cal. Days		
Pacific Landscaping Eng'g Const.		\$7,000.00	30 W.Days	\$7,000.00	30 W.Days	\$7,350.00	30 W.Days	\$5,530.00	30 W.Days	\$5,790.00	30 W.Days
Micro Home Improvement		\$13,200.00	50 Days	\$11,223.10	45 Days	\$15,536.01	60 Days	\$7,206.89		\$6,554.00	30 Days
H & S Construction		\$12,225.25	45 Days	\$12,750.00	45 Days	\$16,750.65	50 Days	\$7,206.89		\$8,747.55	30 Days
A&P Construction						\$11,005.68	45 Days			\$5,031.78	19 Days