



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

320-6338

**CONTRACT**

FOR

**The interior renovation & repainting of the  
male and female dormitories**

Contract No: Cf/12-0558/0399 Account No. 101.10.495.8553.4317

Contract made on the February 29, 2012, by and between College of Micronesia - FSM, herein referred to as Owner and A & P Enterprises, Inc. herein referred to as "Contractor"

Whereas COM-FSM contracted A&P Enterprises, Inc. to Provide material, labor and skilled labor necessary for the interior renovation and repainting of the male and female dormitories per attached scope of work and sketches.

**TERM**

Duration of services to be performed under this contract shall commence upon issuance of written NTP and shall be completed within 30 calendar days.

**COMPENSATION**

Subject to deductions as required by or as provided in this contract, Owner will pay contractor up to a total amount of nine thousand dollars and no cent (\$9,000.00) 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% of contract amount shall be released upon complete signing of the contract agreement	\$ 2,250.00

2	25% of contract amount shall be released when project is certified at 50% completion.	\$ 2,250.00
3	25% of project funds shall be released when project is certified at 75% completion	\$ 2,250.00
4	Remaining 25% of contract amount shall be released when project is certified at 100% completion	\$ 2,250.00

### **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 national uniform plumbing code. Works performed not conforming to these requirements shall be immediately redone by contractor upon request by COM-FSM. **Warranty period of 90 days or three (3) months** will be assessed on 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 set completion date is an essential part of the 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 the 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 and death (including court's cost and attorney fees) resulting from the acts or omission of the Contractor and of the Contractor's agents, employees and subcontractors.

### TERMINATION OF THE CONTRACT

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

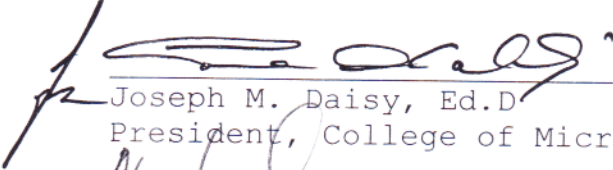
- A. There is substantial evidence indicating that the contractor has neglected or discontinued to perform any part of the scope of services approved in this contract;
- B. The Owner feels and determines that the contractor's performance is unsatisfactory and may compromise the integrity or quality of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

### Dispute

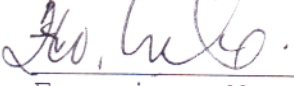
Both parties agreed that the Jurisdiction for any legal action brought pursuant to the terms and conditions of this contract shall only be in the FSM Supreme Court in which the project is held.

### Amendment

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

  
Joseph M. Daisy, Ed.D.  
President, College of Micronesia - FSM

3/5/12  
Date

  
Francisco Mendiola  
Director of Facilities & Security  
College of Micronesia - FSM

2/29/12  
Date

  
FOR THE CONTRACTOR:

  
A & P Enterprises, Inc.

3/5/12  
Date

Certification of funds: 101.10.495-8553-4377

  
Danilo Dumantay - Comptroller

120305  
Date