

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



**CONTRACT**  
FOR  
**Install a 4 zone Fire Alarm System @  
male and female dorms**

Contract No: CF13-0267 Account No. 201.10.105.8553.4101 <sup>92</sup>  
enc13-0172

Contract made on the November 15, 2012, by and between College of Micronesia - FSM, herein referred to as Owner and A & P Enterprises, Inc. herein referred to as "Contractor"

Whereas Contractor agrees to provide material, equipment and labor necessary to install a 4 zone fire alarm system at the male and female dorms @ national campus per attached Scope of work and detailed sketches.

TERM

Duration of services to be performed under this contract shall commence upon complete signing of this agreement and shall be completed within 90 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 fourteen thousand, fifteen dollars and eighty eight (\$14,015.88) 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	50% shall be issued as initial payment upon complete signing of the contract agreement	\$ 7,007.94
	50% shall be released up	

2	full completion and acceptance of entire scope of work	\$ 7,007.94

**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 building code adopted and used by the FSM. 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 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 **\$25.00** 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;

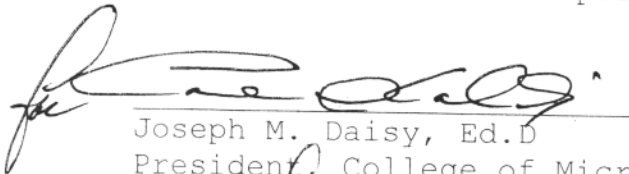
B. The Owner feels and determines that the contractor's performance is unsatisfactory and may compromise the integrity or quality of the project.

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

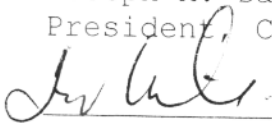
No term or condition of the contract shall be amended without written consent of the parties of this contract.



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

11/22/12

Date



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

12/20/12

Date

FOR THE CONTRACTOR:



12/7/12

Date

Certification of funds: 201.10.105-8553-4101



Danilo Dumantay - Comptroller

Date: 11/30/12

  
11/20/12

