

REQUEST FOR PROPOSAL



REQUEST FOR PROPOSAL

Issuance Date: March 12, 2026

RFP Number: 2026-01

Project Title: Headquarter Repainting and Surface Rehabilitation

Principal: FSM Petroleum Corporation

Project Location: FSM Petroleum Corporation (FSMPC)

P.O. BOX 1762, KOLONIA, POHNPEI, FSM 96941

Tel: (691) 320-6364/6419 | Email: rfp@fsmc.com

PART 1: INTRODUCTION AND BACKGROUND

1.1 Purpose

The Federated States of Micronesia Petroleum Corporation (FSMPC) invites qualified contractors to submit proposals for the complete repainting and surface rehabilitation of its three-story Headquarters building in Kolonia, Pohnpei. This RFP follows the Condition Assessment conducted by Ammo Engineering (dated February 13, 2026) .

1.2 Project Context

The FSMPC Headquarters, located opposite A1 Supermarket near the Spanish Wall, is approximately 12,000 square feet. The building consists of concrete and glass exterior walls, a concrete roof slab, and interior drywall/plaster finishes. The last repainting occurred in 2015. Due to Pohnpei's tropical climate (frequent rain and high heat), the Condition Assessment Report identifies widespread paint failure including chalking, fading, moss/mold growth, peeling, and rust on metal components. See (Annex 1)

1.3 Objective

FSMPC seeks to award a contract to a competent contractor to execute the full scope of work defined in the Ammo Engineering report. The objective is to protect the building asset, restore its aesthetic appearance, and ensure the new paint system provides a durable, long-lasting finish resistant to mildew, moisture, and UV radiation.

PART 2: SCOPE OF WORK (DETAILED TECHNICAL SPECIFICATIONS)

The Contractor shall provide all labor, materials, equipment, supervision, and safety measures to execute the following scope, derived directly from the Ammo Engineering Condition Assessment (Page 4-7, 13).

2.1 General Requirements for All Surfaces

- **Compliance:** All work shall comply with the 2018 International Building Code, UFC 4-141-04, and applicable OSHA/EPA standards.
- **Material Approval:** All materials must be of professional-grade quality. Where specific brands are noted (e.g., Davies, Zinsser, Sika), "approved equal" substitutions must be submitted for FSMPC written approval at least 10 days prior to commencement.
- **Color Scheme:** The final color scheme (white, blue, green, beige) must be approved by the FSMPC Executive Officer prior to the start of work. The contractor shall provide color samples on-site.

2.2 Exterior Scope of Work

Location	Surface	Specified Work	Recommended Material
Exterior Walls (All Sides)	Cement Plaster	Power wash to remove dirt, mold, and chalk; apply alkali-resistant primer; apply two (2) finish coats.	Davies Brand Acrylic Latex or Waterproof Elastomeric Paint (or approved equal).
Generator Cyclone Fence & Access Cover	Steel	Remove rust and dirt; apply self-etching primer; apply two (2) coats acrylic paint.	Self-etching primer; Acrylic enamel.
Window Grilles (2F & 3F)	Steel	Power wash, scrub with metal brush, apply self-etching primer, apply two (2) coats acrylic paint.	Self-etching primer; Acrylic paint.

Location	Surface	Specified Work	Recommended Material
Roof Deck Slab	Concrete Finish	Power wash, remove mold, apply self-leveling sealant to entire slab.	Sika Brand Self-Leveling Sealant (or approved equal).
Roof Deck Zocalo (Parapet)	Cement Plaster	Power wash, remove mold, apply two (2) coats acrylic latex or elastomeric paint (white).	Davies Brand (or approved equal).
2F Eaves	Cement Plaster	Power wash, remove mold, apply alkali-resistant primer, apply two (2) coats elastomeric paint.	Davies Brand Elastomeric.
2F Balcony Floor	Concrete Finish	Power wash, remove mold.	N/A (Sealant not specified here).
2F Balcony Railing	Steel	Power wash, scrub, apply self-etching primer, apply acrylic paint.	Self-etching primer; Acrylic paint.
Parking Signage/Floor	Cement	Power wash, apply two (2) coats acrylic latex (yellow/white/blue).	Acrylic Latex.

2.3 Interior Scope of Work

Location	Surface	Specified Work	Recommended Material
Walls (All Floors/Offices)	Cement Plaster / Drywall	Patch minor cracks/holes (Gorilla Epoxy Putty or Joint Compound); touch up stains; apply topcoat.	Zinsser Perma Paint (White/Beige/Blue), Semi-Gloss finish.

Location	Surface	Specified Work	Recommended Material
Doors (Wood/Steel)	Wood / Steel	Minor stain touch-up; apply two (2) coats.	Zinsser Perma (wood); Enamel (steel).
Stair Railings	Steel	Clean minor scars; apply topcoat.	Enamel Paint (Green/Blue).

2.4 Method of Application (Per Assessment Report)

- **Preparation:** Pressure washing, scraping, sanding, rust removal.
- **Priming:** High-bond primer for bare surfaces; rust-resistant for metal; alkali-resistant for new cement plaster.
- **Application:** Two coats via spray, roller, or brush as appropriate for the surface.

PART 3: PROPOSAL FOR FORMAT AND CONTENT REQUIREMENTS

Proposals must be submitted as outlined below. Failure to comply with this format may result in disqualification.

A: Contractor Qualifications & Technical Approach (Evaluation Weight: 30%)

1. **Company Information:** Business license, proof of insurance (General Liability and Worker's Compensation), and bonding capacity letter.
2. **Relevant Experience:** Details of at least three (3) similar commercial painting projects completed in the last five (5) years, preferably in the Pacific region. Include client references and photos.
3. **Project Team:** Resumes of the proposed Project Manager and Site Supervisor.
4. **Technical Narrative (Max 5 pages):**
 - Detailed methodology for surface preparation, specifically addressing mold remediation and rust treatment.
 - Proposed schedule (Gantt chart) showing the project timeline, factoring in weather dependencies.
 - Quality Control Plan.
 - Site-Specific Safety Plan.

B: Proposed Schedule & Management Plan (Evaluation Weight: 20%)

1. **Detailed Work Schedule:** A week-by-week breakdown of activities.
2. **Logistics Plan:** How the contractor will manage access, protect building occupants (FSMPC staff), store materials, and manage waste disposal.
3. **Communication Plan:** Proposed protocol for daily updates and issue resolution with the FSMPC Project Manager.

C: Price Proposal (Evaluation Weight: 50%)

1. **Pricing Format:** Provide a firm, fixed-price proposal using the Schedule of Values provided in **Attachment A**. Prices must be in USD.
2. **Alternates (If desired by Contractor):** Contractors may propose cost-saving alternates or material substitutions, but these must be listed separately from the base bid. The base bid must strictly follow the specified materials (Davies, Zinsser, Sika) unless an approved equal substitution was requested and approved prior to bid submission.
3. **Payment Terms:** Proposal should acknowledge the payment schedule (e.g., 30% mobilization, 40% progress, 30% upon final inspection and acceptance).

PART 4: EVALUATION AND AWARD CRITERIA

FSMPC will award the contract to the proposer responsible whose proposal represents the **Best Value** to the Corporation, considering technical approach, qualifications, and price.

4.1 Pass/Fail Criteria (Mandatory)

- Submission of all required document content (A, B, C).
- Valid FSM Business License (or proof of application).
- Proof of Insurance meeting minimum requirements (CAR -Insurance)
- Acknowledgment of all RFP Addenda.

4.2 Total Scoring Matrix (100 Points Total)

Technical Evaluation Scoring Matrix

Criteria	Weight	Description (Sub-Criteria)
1. Technical Approach & Qualifications (30 Points)	30 Points	Relevant Experience (10) : Quality of past projects, especially in tropical climates. Methodology (15) : Depth of understanding of surface prep, mold treatment, and paint systems. Project Team (5) : Experience of key personnel.
2. Schedule & Management Plan	20 points	Feasibility (10) : Realistic schedule that accounts for weather. Logistics (5) : Protection of site and occupants. Safety Plan (5) : Comprehensive safety measures.
3. Price	50 Points	Competitiveness (40) : Total lump sum price compared to the independent government estimate and other bidders. Completeness (10) : Accurate and complete Schedule of Values.

4.3 Evaluation Methodology

1. Submission Of All required Documents A,B,C will be opened and evaluated, These will be scored by the review committee.
2. Only proposals that score **higher** on the combined Technical, Qualifications, Schedule Plan and Price Will be considered the most responsive.
3. The contract will be awarded to the responsible bidder with the highest total combined score. Refer to 4.2

PART 5: INSTRUCTIONS TO BIDDERS

5.1 Submission Deadline and Location

Sealed proposals must be physically delivered to the FSMPC Headquarters indicating the RFP number and address below or electronically send this to rfp@fsmc.com no later than **March 27, 2026 @5:00pm**.

FSM Petroleum Corporation

Attention: Executive Officer / Procurement Committee

P.O. BOX 1762, KOLONIA

POHNPEI, FSM 96941

5.2 Pre-Proposal Conference and Site Visit

A mandatory pre-proposal conference and site visit will be held at the FSMPC Headquarters lobby on **March 14, 2026 @9:00am**. Bidders are required to attend to inspect the site, understand the scope fully, and ask questions.

5.3 Questions and Inquiries

All questions regarding this RFP must be submitted in writing via email to rfp@fsmc.com indicate the RFP Number no later than **March 17, 2026**. Responses will be issued to all known bidders .

5.4 Bid Validity

Proposals must remain valid for a period of sixty (60) days from the submission deadline.

5.5 Reservation of Rights

FSMPC reserves the right to reject any or all proposals, to waive any informalities or irregularities in the proposals received, and to negotiate with the selected bidder for the best terms.

PART 6: Schedule of Values

Schedule of Values			Annex 3		
Line Item	Location /Description	Est Quantity	Unit	Unit Price	Total Price
1.0	Site Establishment, Protection & Safety	1	LS		
2.0	Exterior Scope				
2.1	Power wash all exterior surfaces	12,000	SF		
2.2	Mold/Moss Treatment (chemical wash)	1	LS		
2.3	Exterior Walls (Cement Plaster) - Prep & 2 coats paint		SF		
2.4	Window Grilles (Steel) - Prep, prime, paint		EA		
2.5	Roof Deck Zocalo - Prep & 2 coats paint		LF		
2.6	Roof Deck Slab - Self-leveling sealant		SF		
2.7	Eaves - Prep & 2 coats paint		SF		
2.8	Balcony Railings - Prep, prime, paint		LF		
2.9	Cyclone Fence - Prep, prime, paint		LF		
2.10	Parking Signage/Floor Markings	1	LS		
3	Interior Scope				
3.1	Patching/Repair of cracks/holes (All interior)		1 LS		
3.2	Interior Walls (All Floors) - Prep & topcoat		SF		
3.3	Interior Doors & Trim - Prep & paint		EA		
3.4	Interior Stair Railings - Prep & paint		LF		
4	Final Cleanup & Disposal	1	LS		
	Total Base Bid				

Note

LS=Lump Sum
SF= Square Foot
LF=Linear Foot

CONDITION ASSESSMENT AND MONITORING

of Wall Paintings Interior
Exterior

FEBRUARY 13

The FSM Petroleum Corporation Headquarters

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1 INTRODUCTION

1.1 BACKGROUND

The Federated States of Micronesia Petroleum Corporation (FSMPC) was established under Public Law 15-08. FSMPC operates six petroleum storage and handling terminals and depots throughout the Federated States of Micronesia (Yap, Kosrae, Pohnpei, and Chuuk.) The Corporation serves all sectors including international aviation and marine, commercial and retail service station markets. The FSMPC Headquarter is located in Amcres, building opposite a1 supermarket and near the Spanish wall. The property consists of 3-storey building with open parking lot. The total area of the HQ building is approximately 12,000 square feet. The exterior walls are a combination of concrete and glass. The windows are sliding in aluminum frames, and the roof is made of concrete. The assessment shall cover architectural works. This includes the evaluation of the interior and exterior of the paint of the building. evaluation of walls, concrete ceilings, railing, window grille and parking floor marking sign to see if they are in good condition, if the paint is still good and hasn't faded. It shall evaluate the current condition, and the proposed specific and detailed recommendation of what works to be repaired and painted with new paint.

The main building components are predominantly original and no repair since 2015. Based on service life, inherent construction detailing and/or general upkeep, all major components are presently in a state-of-good repair. However, due to the changing weather in the Pohnpei and frequent rain and heat causes damage, when exterior paints fade. So, it needs to be repaired. The main roof of the building is made of concrete and in good condition.

1.2 BUILDING DESCRIPTION

The HQ building office shall be approximately 12,000 square feet. The exterior walls are a combination of concrete and glass. The windows are sliding in aluminum frames, and the roof is made of concrete with 4 inches zocalo around the building. The building has three floors, and the roof is made of concrete slab, and the passage is in the conference room. And the office of the CEO, CRCO, Senior Management office is located on the ground floor. The senior management office has its own toilet and there is a toilet next to the stairs. The second floor consists of procurement office accounting, CFO office and pantry area. There are also doors to access the balcony. There is a small hallway under the stairs. The third floor consists of Open office area, Hr. office manager, conference room, pantry, toilet. The only access to the roof deck is through the ceiling of the conference room.

2 METHODOLOGY

2.1 GENERAL

Ammo Engineering team conducted visual inspection of the building on February 9, 2026, and spoke with Joseph Saimon, the Executive Officer. The team took visual images on electronic devices or other media. They conducted physical measurements of the building, building elements, site elements, and room to room assessment. They also collected and gathered information about when was the last time the building was painted, who painted it and what paints were used.

It was also observed that access within roof deck is small. Random measurements were made with tape or metric scale. All major building components were assessed to determine general condition and the estimated time frame for minor repair or replacement over the next five years. Costs exceeding \$----- are included in the assessment; costs less than \$----- are assumed to be covered under operational and maintenance budgets.

2.2 CODE COMPLIANCE

The assessment will be in accordance with the latest edition of the International Building Code (2018) and UFC Guidelines (UFC 4 – 141 – 04) especially American Codes and Standards related to the design, repair and reformation buildings for emergency purposes shall be used for the design of these buildings. In general, to take advantage of industry familiarity in FSM, the use of the latest US standards and codes are required.

3 OPINIONS, FINDINGS & DETAILED ASSESSMENT

The following Table is Ammo Engineering team opinion and Findings

Location	Surface Type	Condition Observation	Recommendation Action
Exterior Ground Floor to Roof deck			
Exterior Front, left, right and backside Wall	Cement Plaster with White Paint Finish	High chalking, color fading, moss growth	Power wash exterior surface, remove mold, apply alkali-resistant primer, apply 2 coats acrylic latex paint or waterproof elastomeric paint (Davies brand)

Exterior Ground Front Wall	Cement Plaster with Green & Blue Paint Finish	Color fading, High chalking, moss growth, minor stain, slight scuff marks, Peeling paint	Power wash exterior surface, apply alkali-resistant primer, apply 2 coats acrylic latex paint or waterproof elastomeric paint (Davies brand) color white, green and blue
Ground Floor Exterior Door/Fire Exit	Wood / Steel	Minor stain, uneven sheen, Color fading	Touch up, apply 2 coats of Zinsser Perma paint
Exterior Generator Cyclone Fence	Steel	Color fading, rust spots	Remove dirt self-etching primer apply acrylic paint
Exterior parking floor & wall signage	Cement floor finish	Color fading, Moss growth	Power wash exterior floor surface Touch up, apply 2 coats of acrylic latex paint yellow color, white, blue for disabled ramp
Exterior 2F & 3F Window steel grille	Steel	High chalking, Color fading,	Power wash, scrub with a metal brush, apply self-etching primer, apply, acrylic paint
Exterior Roof deck	Cement Finish	Moss growth	Power wash, remove mold, seal the whole with self-leveling sealant, (Sika Brand)
Exterior Roof deck, Zocalo	Cement Plaster with white paint finish	Moss growth, High chalking, Flaking paint,	Power wash, remove mold, apply 2 coats acrylic latex paint or waterproof elastomeric paint (Davies brand) color white
Exterior access cover	Steel/ Cement Plaster	Rusty, color faded	Remove dirt self-etching primer apply acrylic paint
Interior Ground Floor			
Interior Waiting Area/ Guard area	Cement Plaster with Paint Finish	Color fading, minor stain, slight scuff marks, minor plaster damage	Apply epoxy putty sticks (Gorilla brand) for small cracks, apply topcoat Zinsser Perma white/Blue paint Semi-Gloss door Touch-up matching existing paint
Interior Pantry Area/Hall, Info area/ lobby	Cement Plaster and Drywall / Timber	Minor stain, slight scuff marks, uneven sheen paint	Patch, apply epoxy putty sticks (Gorilla brand) Apply topcoat Zinsser Perma white/beige paint Semi-Gloss door Touch-up
Interior Hallway Going to SMO	Drywall/Gypsum board	Good, slight scuff marks	Apply topcoat beige/white color Semi-Gloss

CRCO Office	Drywall/Plaster	Minor stain,	Apply topcoat Zinsser Perma white/Beige paint Semi-Gloss door Touch-up
CEO Office	Cement Plaster and Drywall / Timber	Minor stain, slight scuff marks,	Apply topcoat Zinsser Perma white/Beige paint Semi-Gloss door Touch-up
Senior Management Office	Cement Plaster and Drywall / Timber door	Minor stain, slight scuff marks, little hole	Apply putty (Joint compound) apply topcoat Zinsser Perma white paint Semi-Gloss door Touch-up
Interior stair Railing	Steel	Minor stain, Minor scar,	Apply topcoat enamel paint color green and blue
Interior stair Wall	Cement Plaster	Minor stain, slight scuff marks	Apply topcoat Zinsser Perma white/Beige paint Semi-Gloss, door Touch-up
Interior Second Floor			
2 nd Floor stair	Cement Plaster with paint finish	Minor stain	Touch-up apply Zinsser Perma matching existing paint beige color
2 nd Accounting office	Plaster/Finish	Minor stain, slight scuff marks	Retouch, apply paint Zinsser Perma paint white/beige color
2 nd Procurement office	Cement Plaster with paint finish	Minor stain, slight scuff marks	Retouch, apply paint Zinsser Perma paint white/beige color
2 nd Procurement /open area dry wall partition	Dry wall	uneven sheen paint	Retouch, apply paint Zinsser Perma paint white/beige color matching existing paint
2 nd CRCO office	Cement Plaster with Paint Finish/ Drywall Wood Finish	Minor stain, color faded, uneven sheen paint	Retouch, apply paint Zinsser Perma paint white/beige color matching existing paint
Exterior 2F floor Balcony	Concrete finish	moss growth	Power wash exterior surface, remove mold
Exterior 2F Eaves	Cement Plaster	moss growth, dust and wall dirt	Power wash exterior surface, remove mold, apply alkali-resistant primer, apply 2 coats acrylic latex paint or waterproof elastomeric paint (Davies brand)
Exterior 2F Railing balcony	Steel	High chalking, Color fading, moss growth, rust spots	Power wash, scrub with a metal brush, apply self-etching primer, apply, acrylic paint
Interior 2F Toilet	Cement Plaster with Paint Finish	√	√

Interior 2F I.T Room	Cement Plaster with drywall partition	Minor stain, uneven sheen paint	Retouch, apply paint Zinsser Perma paint white/beige color matching existing paint
Interior Third Floor			
Interior 3F Conference Room	Cement Plaster / Drywall partition	Minor stain, wall dirt	Retouch, apply paint Zinsser Perma paint white/beige color matching existing paint
Interior 3F HR area	Cement Plaster / Drywall partition	Wall Dirt, door stain, uneven sheen paint	Retouch, apply paint Zinsser Perma paint white/beige color matching existing paint
Interior 3F ceiling slab	Cement Plaster with paint finish	Peeling and flaking paint,	Scratch, apply epoxy putty sticks (Gorilla brand) Retouch, apply paint Zinsser Perma paint white/beige color matching existing paint
Interior Pantry Area	Cement Plaster	Minor stain, wall dirt	Retouch, apply paint Zinsser Perma paint white/beige color matching existing paint
Interior 3F Toilet F&M	Cement Plaster with white finish	√	√
Interior 3F some faces of the wall	Cement Plaster with paint finish	Minor stain, wall dirt	Retouch, apply paint Zinsser Perma paint white/beige color matching existing paint
Total		Exterior	Repaint
		Interior	Minor Repaint / Cracks & patch Repairs

4 EXECUTIVE SUMMARY

4.1 BUILDING ENVELOPE AND ROOFING

The existing concrete walls are in good condition. But the exterior wall paint need painting due to moss, peeling and fading paint. The roof slab of the existing building has a leak, causing the paint to peel off in some parts of the concrete ceiling. The zocalo on the roof deck is faded and has moss. It needs to be cleaned and painted. The eaves, window grilles and balcony floor are moldy and discolored due to frequent exposure to rain and heat. The paint on the signage in the parking area is faded and needs to be painted. The fence at the parking lot and generator have traces and stains of rust. The passageway going to the fire exit is also dirt and peeling. The steel railings have moss and need to be retouched. Some parts of the office interior need retouching because of the stains and dirt.

Figure 1: Façade of FSMPC Headquarters



Front Side Figure-1



Left Side



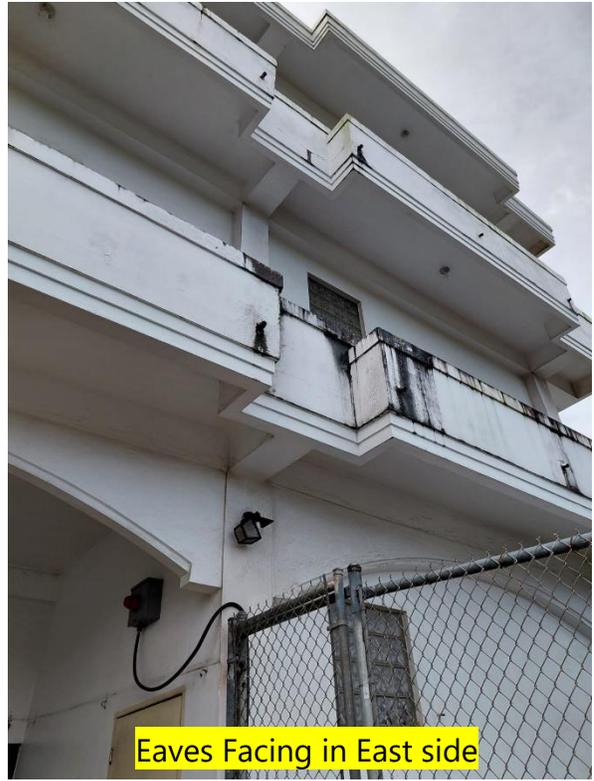
Front Side Figure-2



Left Side



Entrance Parking



Eaves Facing in East side



Generator Fence



Security Area Faded Paint



Security Area Minor Damage wall



Figure-1 Balcony

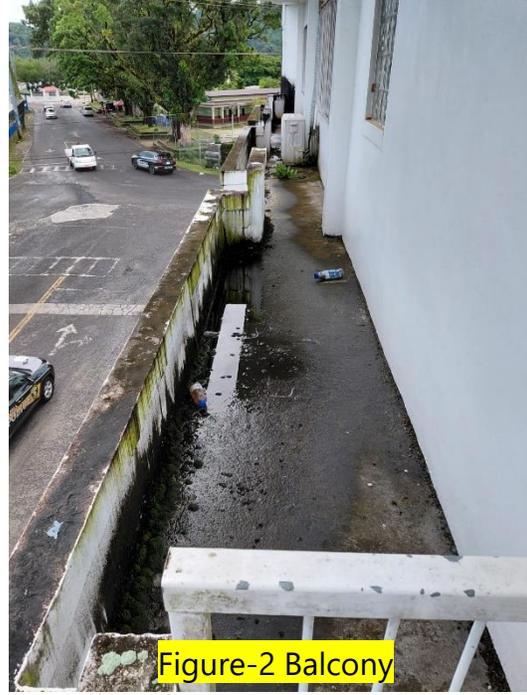


Figure-2 Balcony



Lobby Waiting Area



Lobby near Information Area



Ground Floor Pantry



Ground Floor Pantry west side



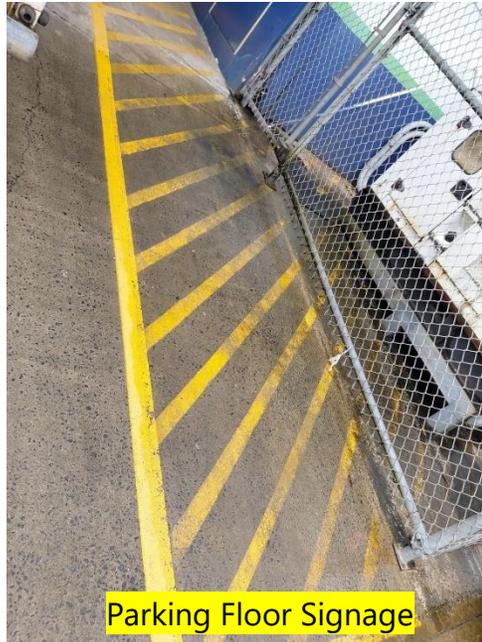
Ground Floor Senior Management Office



Second Floor Eaves east side



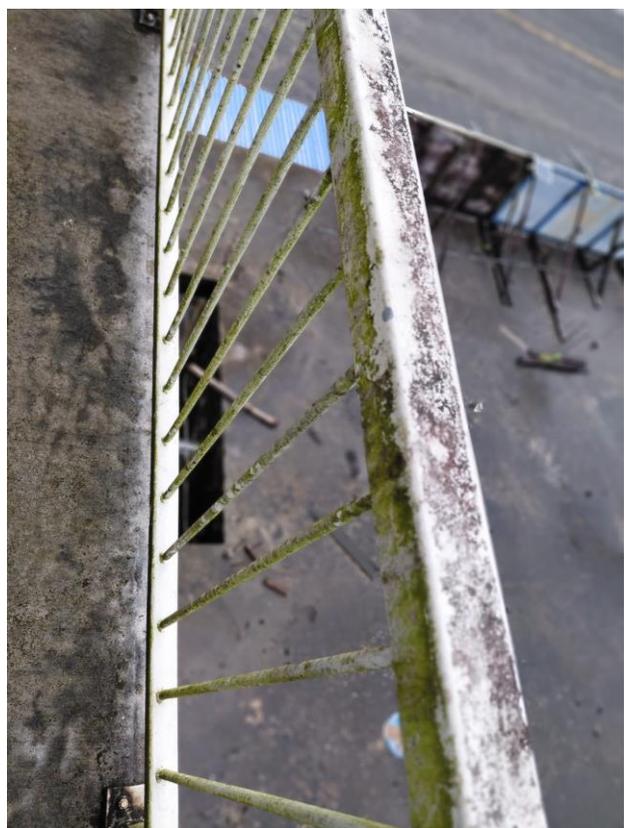
Ground Floor Stair



Parking Floor Signage



Second Floor Procurement access to balcony



Second Floor balcony railing



Third Floor open working
Area ceiling slab



Third Floor conference room



Roof access

5 DESCRIPTION OF SERVICES

5.1 SCOPE OF WORK

Surface Preparation

- A. Cleaning: Pressure wash all exterior surfaces to remove dirt, mildew, grease, and loose/flaking paint.
- B. Repairs: Fill cracks, holes, and gaps with exterior-grade caulk/filler.
- C. Sand uneven areas and scrape loose paint.
- D. Address corrosion on metal surfaces (e.g., gutters, downspouts) with rust-inhibitive treatments.
- E. Environmental Safety: Test for lead paint if building pre-1978; contains and disposes of debris per EPA/OSHA regulations.

Priming

- A. Apply high-bond primer to bare surfaces, repairs, and areas with stains/bleeding.
- B. Use rust-resistant primer on metal components.

Painting

- A. Materials: High-quality exterior acrylic latex paint (specify finish: gloss/semi-gloss for trim, flat/matte for walls). All Weather paint, Scratch and Mildew Resistant.

Application:

- A. Two coats applied via spray, roller, or brush (method tailored to surface type).
- B. Trim, doors, and accents painted with designated colors (client-approved).

C. Color Approval: Client to provide color codes/samples before commencement.

Protection & Safety

- A. Site Protection: Cover windows, doors, landscaping, and adjacent properties with drop cloths/masking.
- B. Safety Compliance: Use OSHA-approved scaffolding/ladders; workers equipped with harnesses/PPE.

Cleanup & Inspection

- A. Debris Removal: Dispose of waste materials properly; leave site clean.
- B. Final Inspection:
- C. Client walkthrough to ensure quality and completeness.
- D. Touch-ups performed as needed.

Project Management

- A. Schedule: Agreed timeline (e.g., 5–10 days, weather-dependent).
- B. Communication: Daily updates; client approval for changes.
- C. Permits: Secure Non-Routine Work Permits as required by the Client

Materials & Equipment

- A. Provided by contractor: Paint, primer, caulk, sprayers, brushes, ladders, safety gear.
- 8. Cost Estimate & Payment
 - A. Breakdown of labor, materials, equipment.
 - B. Payment schedule: 30% deposit, 40% post-prep, 30% upon completion.

Warranty

- A. 1-year warranty on workmanship; 2 year manufacturer warranty on paint .

Exclusions

- A. Structural repairs beyond surface cracks.
- B. Areas not explicitly listed (e.g., interior surfaces).

Environmental & Logistical Notes

- A. Weather: Work paused during rain/extreme temperatures.
- B. Access: Clear pathways for equipment; notify occupants of disruptions.
- C. Client Sign-Off: Required post-inspection to confirm acceptance.

6 RECOMMENDATION

The statements made in this report are based solely on the information obtained to date as part of the above referenced assessment. Ammo Engineering team. has used its professional judgement in assessing this information and formulating its opinions and recommendations. Our mandate is to perform tasks assigned by the management based on our professional skills. No other warranty or representation is expressed or implied as to the accuracy of the information or recommendations included or intended in this report. Ammo engineer disclaims any liability or responsibility to any person or party for any loss, damage, expense, fine or penalty which may arise or result from the use of any information or recommendation contained in this report.

Opinions, findings and detailed assessment where provided, are for information and discussion purposes only and do not represent actual quotes for work. They are based on industry standard costing manuals and/or our experience with similar types of repairs. Subsurface conditions are to be verified, and specifications/drawings are required to properly define the Scope of Work and to obtain formal quotations. Inspection and reporting methods are based on the ASTM E 2018-08, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process. The report is not considered a code compliance audit; code issues, where raised, are considered health and safety issues that require immediate address.

AGREEMENT

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Agreement

The Employer is:

the **FSM PETROLEUM CORPORATION of PALIKIR, POHNPEI, Federated States of Micronesia.**

The Contractor is:

XX

The Employer desires the execution of certain Works known as the:

REPAINTING OF FSMPC HQ EXTERIOR & INTERIOR

Offer

The Contractor has examined the documents listed in the Appendix which forms part of this Agreement and offers to execute the Works in conformity with the Contract for the sum of

XX or such other sum as may be ascertained under the Contract.

This offer, of which the Contractor has submitted two signed originals, may be accepted by the Employer by signing and returning one original of this document to the Contractor before

XXXXXXXXXXXXXXXXXXXX.

The Contractor understands that the Employer is not bound to accept the lowest or any offer received for the Works.

Signature: _____

Date:

Name: **XXXXXXX**

Authorized to sign on behalf of
(organization name):

Capacity: **XXXXXX**

XXXXXXX

Acceptance

The Employer has by signing below, accepted the Contractor's offer and agrees that in consideration for the execution of the Works by the Contractor, the Employer shall pay the Contractor in accordance with the Contract. This Agreement comes into effect on the date when the Contractor receives one original of this document signed by the Employer.

Signature: _____

Date:

Name: **XXXXXXX**

Authorized to sign on behalf of
(organization name):

Capacity: **XXXXXXX**

FSM Petroleum Corporation

Appendix

This Appendix forms part of the Agreement.

Item	Sub- Clause	Data
Documents forming the Contract listed in the order of priority . . .	1.1.1	
Document (delete if not applicable)		Document Identification
(a) The Agreement		Contract # XXXX-XX
(b) Particular Conditions . . .		Attachment B
(c) General Conditions		Attachment C
(d) The Specification		N/A
(e) The Drawings		N/A
(f) The Contractor's tendered design		N/A
(g) Quotation		Attachment A
Time for Completion	1.1.9	Maximum Twenty one Days (21) from Notice to Proceed .
Law of the Contract	1.4	Federated States of Micronesia
Language	1.5	English
Provision of Site	2.1	N/A
Authorized person	3.1	Project Manager – Laura Tiegmai

Name and address of Employer's representative (if known)	3.2	<hr/> Mrs. Laura Tiegmai Amcres Building .Kolonia ,Pohnpei FM 96941 Tel no. +691-320-6364 <hr/>
Performance security (if any):		
Amount	4.4	Not Applicable.
Requirements for Contractor's design (if any)	5.1	Specification Clause No's Not Applicable.
Program:		
Time for submission	7.2	Not Applicable.
Form of Program	7.2	a) AS per quotation
Amount payable due to failure to complete	7.4	<u>\$100-00 per day</u> up to a maximum of 10%* of sum stated in the Agreement for Contractor delays. Note: This penalty specifically excludes Sub-Contractors for additional work approved by the Employers Representative.
Period for notifying defects	9.1 & 11.5	<u>60 days</u> calculated from the date stated in the notice under Sub-Clause 8.2
Variation procedure:	10.2	The Employer shall invite the Contractor to submit an itemized make-up (Sub-Clause 10.5) before instructing the Variation so that an agreed lump sum can form part of the Instruction.
 Valuation of the Works*		
Lump sum Price	11.1	<ul style="list-style-type: none"> • XX Mobilization on procurement materials • XX 2nd Milestone Payment • XX Retainage
Lump sum price with schedules of rates.....	11.1	Not Applicable.
Lump sum price with bill of quantities.....	11.1	Not Applicable.
Re-measurement with tender bill of quantities	11.1	Not Applicable.
Cost reimbursable	11.1	Not Applicable.

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Percentage of value of Materials and Plant	11.2	Not Applicable.
Percentage of retention	11.3	10%
Currency of payment	11.7	U.S Dollars
Rate of interest	11.8	<u>0</u> % per annum
Insurances	14.1	Each Party shall procure appropriate insurances for their property and those of their workers.

Type of cover*	Amount of cover*	Exclusions*
The Works, Materials, Plant and fees	The sum stated in the Agreement plus 15%	
Contractor's Equipment	Full replacement cost at Contractors choice.	
Third Party injury to persons and damage to property	As per Statutory Requirements	
Workers	As per Statutory Requirements	
Other cover*	As per Statutory Requirements	

Arbitration

Rules	15.3	UNCITRAL Arbitration Rules
Appointing authority.....	15.3	President of FIDIC or his nominee*
Place of Arbitration	15.3 .	Federated States of Micronesia.

Attachment A

(See attached Quotation)

Attachment B

(Particular Conditons)

Attachment C

(General Conditons)

Particular Conditions

Definitions

1.1

De

In the Contract as defined below the words and expressions defined shall have the following meanings assigned to them except where the context requires otherwise:

The Contract

- 1.1.1 **Hot Work** shall mean the performance of work where heat is used or generated and is of such intensity as to possibly ignite flammable liquids, gases or other flammable materials. Hot work is permitted only when and where specifically authorized in writing on the Work Permit.
- 1.1.2 **“Hazardous Areas”** are those areas where an accumulation of petroleum vapours might occur in sufficient concentration to form a flammable mixture. A hazardous area can be one that is normally safe, but has become hazardous due to some performance or operation. Hazardous Areas are classified in accordance with AS2430, Part 1, as Zone 0, Zone 1 or Zone 2.
- 1.1.3 **“Hazardous Work”** shall mean:
- a) Any work that may require or generate a form of heat or ignition source carried out in an atmosphere that may contain flammable liquid vapours or gases or other flammable materials.
 - b) Any work carried out on materials contaminated by toxic products, or any work carried out in a Confined Space;
 - c) Work that will entail use of equipment and materials that may produce static electricity discharge.
- 1.1.4 **“Gas Free”** means non-explosive atmosphere, but not necessarily a lead-free atmosphere.
- 1.1.5 **“Restricted Area”** which the **Employer** exercises control over all movements and operations, e.g. the area within the boundary fence of sites owned or leased by the **Employer**.
- 1.1.6 **“Confined Space”** is the interior of any tank, or compartment of a tank, vessel, manhole, sewer pump, pit of any excavation all as defined in Australian Standard AS 2 □□ “ Safe working in a confined space “
- 1.1.7 **“Entry”** shall refer to the entering of any Confined Space or working with any part of the body projecting into a manhole or opening of a tank or compartment of a tank or pit.
- 1.1.8 **“Authorized Equipment”** shall mean equipment which has had any ignition sources modified so that they will not ignite flammable vapors and which has been approved of in writing by the Issuing Authority It shall also mean equipment covered by a work permit or checklist which is considered in writing by the Issuing Authority not to constitute a hazard in the particular area which the work permit or checklist covers.

- 1.1.9 "Checklist" shall mean a w the conditions which must be observed by the Contractor when carrying out routine works for which he has been trained and approved by the Issuing Authority. When a checklist is issued it shall take the place of a work permit for that part of the work.
 - 1.1.10 "Work Permit" shall mean the w given by the Issuing Authority to the Contractor telling of the conditions under which each phase of all work described in the Contract or Purchase Order shall be done
 - 1.1.11 "Issuing Authority" is the person with the authority ~~delegated~~ by **Employer** to issue a Work Permit and/or Gas Free Certificate.
 - 1.1.12 "Endorsing Authority" is the person with the ated by the by the Issuing Authority to re-endorse Work Permits and Checklists.
 - 1.1.13 "Gas Free Certificate" shall mean the written certification given by the Issuing Authority that the equipment described on the form is free of flammable vapor and suitable for the work described on the form.
 - 1.1.14 "Site" means the ~~land and~~ other places to be made available to the Contractor for the purpose of doing the work described in the Contract or It may be fenced or un-fenced and may or may not be owned by **Employer**.
-

General Safety Policy

2.1 Provision of Site

It is a primary and continuing policy of the Employer that in the conduct of its activities it will endeavour to protect the health and safety of its employees, customers and others who may be affected by these activities and endeavour to limit adverse effects on the physical environment in which its activities are carried out.

These Conditions form part of the contract for work between the Employer and an approved contractor for work to be performed at any Employer property, or works under the control of the Employer. This includes works arranged by Purchase Order or Agreement.

2.2 Statutory Requirements

The Contractor shall comply with all Statutory Regulations governing the work area and work to be done. Where Codes of Practice apply to work, the Contractor shall be guided by these Codes of Practice.

2.3 Areas of Application

These Conditions shall apply at all times during which the Contractor is in connection with the works on the Site or within any of Employer premises or working on Employer facilities plant or fixtures whether or not within the boundaries of Employer premises.

The whole of the Employer premises within the boundary fence or wall shall constitute a Restricted Area (as herein defined) except where specifically exempted in work permit or checklist.

**2.4
Clothing and Personal
Protective Equipment
(PPE)**

All Contractors personnel shall be clearly identifiable in a distinct Uniform.
The minimum level of personal protection that Contractors and their employees shall wear:

- a) Standards approved Head Protection, for all construction work. Approved bump caps may be worn as an alternative for maintenance work if there is no overhead work.
- b) Appropriate eye protection.
- c) Neck to Toe clothing (long trousers, and long sleeved shirt).
- d) Standards Australia approved steel capped safety footwear.
- e) Visibility safety vests must be worn for all work in all areas that may be trafficked or where mobile equipment is operating.

Protective clothing and equipment required to carry out the work and to meet the safety requirements of Employer (and may be specified in the permit(s)) shall be provided and maintained by the Contractor who shall be responsible for ensuring that his employees and sub-contractors wear or use the clothing and equipment.

The Contractor shall ensure that all persons using protective equipment are trained in their use.

To manage the safety of Site visitors to construction works the Contractor will be required to have on Site spare sets of protective clothing and safety equipment to an agreed level to allow visitor access to the works.

**2.5
Incident/Accident
Reporting**

The Contractor will report to Employer any accident, injury, loss or damage to any person or any property of a third party and to the property of Employer, this is to be in a form compatible with Employer incident reporting requirements as defined in Attachment 1.

**2.6
Entry into
Corporation Premises**

Persons shall not enter or attempt to enter the Site or other facilities otherwise than by recognized gates or other entrances as directed by the Employer's Representative. The Contractor must report to an authorized person before entering the premises.

At Sites such as service stations where there may not be defined entrances to work area, the Contractor must report to the Employer's Representative before commencing work or placing equipment on Site.

**2.7
Alcohol and Drugs**

No intoxicating liquor or drugs shall be brought onto the Site or other facilities. Any persons reporting for duty in an intoxicated condition and / or with intoxicating liquor or drugs will be refused admission or not permitted on the Site.

Likewise Contractor employees found under the influence of drugs, either for medical or other purposes and constituting a health/safety issue, will be refused admission and/or sent from the Site.

**2.8
Access to Work Areas**

Neither the Contractor nor any of his employees or sub-contractors shall enter nor be upon any part of the Site other than the permitted location of their work except with the prior permission of the Employer's Representative.

Access to Site shall be permitted Daily.

2.9 Ignition Sour

Equipment capable of generating any ignition sources are not permitted into work areas, except where approved by work permit.

Failure to comply with these requirements will result in removal from the Site.

Some examples of ignition sources that are capable of igniting flammable substances are as follows:

- a) All naked flames, matches or lighters of any description, explosive powered tools or firearms.
- b) Electric and gas welding torches and gas welding igniters.
- c) Grit and sand blasting machines or spray painting equipment.
- d) Power-operated grinders and cutting machines and portable electric tools.
- e) Electrical equipment if industrial type, i.e. neither flameproof, intrinsically safe nor approved.
- f) Portable radios, mobile telephones, cameras with batteries, photographic flash units, pocket paging units (not intrinsically safe), pocket calculators, hearing aids - unless certified by a qualified Electrical Engineer as inherently safe - evidence of this will be required in advance of the work commencing.
- g) Hand-operated ferrous tools in contact with dry concrete, stone or masonry, aluminium in contact with corroded steel.
- h) Internal combustion engines and diesel engines that are not provided with approved exhaust and inlet systems and ancillary electrical equipment;
- i) Any other machine or equipment capable of producing a local source of ignition either by flame, static electricity, friction, heat, spark, exhaust temperature, etc.

2.10 Smoking

Smoking within the Site is prohibited except in declared areas which shall be nominated.

2.11 Motor Vehicles, Plant and Equipment including Motorcycles and Bicycles

Vehicles, plant and equipment other than required for the execution of the works are not permitted on the Site or work areas.

Vehicles, plant and equipment may be required to undergo a safety check by the Employer's Representative, who will reject any equipment found to be unsafe.

Operators of vehicles or equipment entering Site or works areas must ensure that their entry or exit is noted by the Employer's Representative, isor or other authorized persons.

- a) C ent within Employer's premises or on work sites must not:
- b) Block any entry, gateway or access so as to prevent the free access of other vehicles.
- c) Obstruct foam pump houses, fire hydrants, hose boxes or other safety equipment.
- d) C ehicles must be parked facing the exit of the premises or Site engines switchèd off and doors unlocked, but ignition / starter key left in the ignition / starter lock. This does not apply to vehicles on Retail Service Stations as vehicle should be secure.

2.12 Entry into Confined Spaces

Entry into a Confined Space is prohibited except as authorized by a current Work Permit.

**2.13
Hazardous Work
(Hot Work)**

Hazardous, or Hot Work shall not be performed except as authorized by a current Work Permit or approved Checklist.

**2.14
Authorized
Equipment**

Only authorized equipment is to be used by the Contractor, his employees and sub-contractor.

**2.15
Gas Free**

Before working on or in tanks or vessels or in excavations/open drains, sumps, etc., which have or may have contained hydrocarbon liquids or vapours, a Gas Free Certificate and work permit must be obtained by the Contractor from the Issuing Authority. The conditions shown on this Certificate or permit must be strictly adhered to.

**2.16
Minimum
requirements for
Working at Heights**

The following minimum requirements shall be applied when working at heights on Employer installations.

Employer defines "working at heights" as work performed above 2.0 meters (m) or approximately 6 feet (ft). This is further defined as the lowest part of the body is above 2m, or within 2.0m of an edge where a 2.0m or greater fall may occur.

In all cases where legislation or local requirements are more rigorous, the more rigorous rules shall be applied.

Before work is to occur at height a specific hazard identification and risk assessment of the work and specific task(s) must be conducted for each individual case. This is to address all safety aspects of the task and ensure that the correct procedures are applied and appropriate equipment is available. Any rescue methods must also be specified.

Note, where the term "fall arrest system" is used, it can be of several different types, a body harness and anchor points or static line, scaffolding (with hand rails) to within 600mm below the exposed edge or temporary handrails etc.

Any fall arrest system shall comply with OSHA, NSI and CSA Requirements "fall-arrest system"

A parapet or hand rail along an exposed edge must be at least 900mm high and in the case of a hand rail have fender boards and intermediate rails to stop a person from sliding underneath the top rail.

**Access
above 2.0m**

Access can be gained via ladders or scaffolding. The following rules must be followed for accessing areas above 2.0m:

Ladders

- a) may only be used for access to areas that are protected by a fall arrest system.
- b) are required to be secured before using i.e. a ladder fixing point must be used.
- c) the ladder must be tied off to the fixing point by the first user.
- d) no work shall be performed from a ladder (over 2.0m) they are for access only.

Scaffolding

- a) must be erected by competent persons in accordance with local OSHA requirements.
- b) may be used for access to areas that are protected by a fall arrest system.
- c) Note the scaffold may be part of the fall arrest system.

Cherry pickers may be used for access to roofs and canopies (excluding new Harmony solar canopies) where the basket is lowered onto the roof more than 2.0m from an edge. While in the basket of a cherry picker a body harness must be worn at all times.

Egress from a scissor lift at height is prohibited. OSHA, if specifically requested for a particular task, can waive this rule.

**Working within
2 m of an
exposed edge**

A fall arrest system must be installed whenever work is to occur within 2m of an exposed edge i.e. working within 2m of the roof edge. An exposed edge is any edge that a fall of over 2m can occur.

**2.17
Fall Arrest Systems**

Fall arrest systems shall not be used as the main protection system unless there are no alternatives.

If fall arrest system is to be used, rescue must be assured within 10 to 15 minutes, In most of our applications that will mean that we have to have a full time safety watch

If we can't be assured that a rescue can be carried out within 10 to 15 minutes the fall arrest system must have a device that automatically lowers the person to ground safely

If we can't comply with the above an alternative safe working procedures must be used refer to local legislative requirements.

**Scheduled
Maintenance**

Where a procedure is considered scheduled maintenance (e.g. a task that is repeated at regular intervals up to 12 months apart) a permanent fall arrest system must be installed if work is to occur within 2m of an exposed edge. Unscheduled tasks can be done from a temporary fall arrest system.

Site Security

**3.1
Site Security**

The Contractor shall provide security fencing to ensure the Site perimeter is cordoned off to prevent unauthorised public entry. The security fence shall be 1830mm high Cyclone wire mesh with steel posts to achieve a safe secure Site.

The work areas shall be cordoned off at all times to prevent accidental or unauthorized entry and shall carry signage identifying the area as a construction site with warning signs as appropriate. Arrangements for public/operator access across and around work area, trenches, construction materials and equipment storage areas shall be carefully considered to ensure safety to public is maintained at all times.

Additional warnings and / or barricades shall be used where vehicle movements present a risk to the work area.

All demolition areas shall be barricaded off to prevent accidental entry to the works area.

**3.2
Site Safety
Requirements**

Electrical Leads

Only electrical leads equipped with earth leakage devices and inspection tags shall be used on Site. Electrical leads shall be kept clear of the ground at all times.

In the event a suspended lead obstructs access to a work area it shall be placed through a steel conduit on the ground.

Under no circumstances shall vehicles be driven over unprotected electrical leads.

Rubbish The Contractor is responsible for maintaining the Site in a clean and safe condition.

During demolition or excavation activities a maximum of 1 (one) truck load of debris will be permitted to be held on Site. Prompt removal of all debris is required.

In the event it is necessary to hold more than one truck load of debris on Site, the debris will be mounded into a tidy heap and barricaded off, to prevent accidental access.

Signs The Contractor shall install and maintain, as applicable to work scope, the following safety / warning signs on the Site – as approved by the Corporations Authorized Representative.

- a) Safety Helmet Area - On barricades around tank excavation or overhead work.
- b) Danger - Construction Site, Unauthorized Persons Keep Out - At entry to work area.
- c) Danger - Flammable Liquids - on free standing frames or on barricades at hazardous work areas exposed to the public.
- d) Danger - Keep Out No Access - free standing frames or on barricades on all visible public approaches to work areas.
- e) Danger - Do Not Operate - tags with securing cord for all isolations of valving and electrics.

Angle Grinders The maximum size angle grinder allowed on Site is 7 inch and must be fitted with a double acting switch. They shall only be used for grinding. Cutting with grinders is not allowed. Angle grinders must have all guards in place and current inspection and test tag attached.

During grinding all of the following Safety equipment is used at all times;

- Eye protection (full-face shield and glasses or goggles).
- Hearing protection (ear plugs or muffs).
- No loose fitting or flammable clothing is to be worn.

The use of welding shields alone is not permitted

3.3 Works Control

The construction will take place within the Restricted Area where the existing Office Building is situated.

Works shall be suspended within the area whenever a Tanker is in port for discharge.

At all other times works will be controlled under the Employer’s Work Control Procedures.

Fire Watch If the scope of work involves "naked flame" work in a hazardous area a Fire Watch will be required.

Provision of a fire watch for hot works will rest with contractor.

The Fire Watch will have to be trained in accordance with Employer’s Fire Watch Procedures which involves reading and understanding the duties of a Fire Watch.

Control of the Site and Works will rest with the Contractor, and sub-contractors shall be required to work under their control whilst on Site.

Critical Path Within 7 days of award of Contract, the Contractor shall submit to the Employer’s Representative a "Critical Path" network expanded from the Tendered time-chart.

Such expansion of the Tender time-chart shall not change the Starting or Completion Dates of the works, or separate sections of the works listed therein, but shall add greater detail and information such that a detailed "Critical Path" network is obtained.

Should the Contractor wish to vary any dates shown in his Tender time-chart, he shall obtain the Superintendent's approval in writing prior to including such a variation in the "Critical Path" network.

The Contractor shall allow in his scheduling anticipated delays due to days when no works may be permitted on W due to tankers or other operational activities within the terminal. The number of days allowed for such delays shall be clearly stated in the Contractors scheduling.

Project Management

4.1 Contractors Project Management

The Contractor shall appoint for this Contract a Project Manager who shall be responsible for the efficient management and control of the works, for the quality of the work and its performance in the manner specified. The Project Manager shall be suitably experienced in Contracts of this size or larger, and works of this nature and class.

4.2 Responsible Foreman

The Contractor shall have at the Works, from start to finish, a responsible Foreman with appropriate professional qualifications, experienced in all aspects of works in the Contract and who must be on duty or suitably and responsibly represented during all working hours.

A suitably qualified and experienced foreman shall be present at all times at each location of works, work front or item of works as appropriate.

The foreman shall be able to receive and carry out instructions from the Superintendent.

The foreman shall not be replaced by the Contractor without the approval of the Superintendent.

4.3 Appointment

The (PS13 FUIM15 FSUFMFKMF reserves the right to approve the appointment of the Contractor's Project Manager and Foremen and to withdraw such approval at any time during the Contract for any cause whatsoever.

Should at any time the Contractor's representatives or project organization be adversely affecting the progress or standard of works, the (PS13 FUIM15 FSUFMFKMF may direct the Contractor to take whatever measures are necessary to rectify the situation. Any measures shall be at no cost to the Contract.

Permits and Approvals

5.1 Safe Work Permit / Checklist

Unless otherwise agreed in writing between the Employer and the Contractor, each section of all work shall be covered by the issue of a safe work permit or checklist. All Contractors and persons under their control shall understand and comply with all instructions on the work permit and checklist.

5.2 Daily Endorsement

Work permits and checklists **must be re-endorsed at the beginning of each shift** or daily working period by the Endorsing Authority.

- 5.3
Safety Induction** All Contractors employees shall undergo a Safety Induction by the Employer's Representative. No employee is allowed onto the Site without the Safety Induction. Safety Induction shall be carried out every four (4) weeks.
- 5.4
Gas Free Certificate
Revalidation** If a gas free certificate has been issued in conjunction with the work permit or checklist it must be re-endorsed at the beginning of each shift or daily working period.
- 5.5
Site Safety
Management Plan** Prior to any works beginning on Site, the contractor m to Employer's Representative a Site Safety Management Plan (SSMP) specific to the project. The SSMP shall include a detailed Inspection and Test Plan, and a Method Statement detailing the proposed risk control methods for stages of the Works.
- 5.6
Method Statement** The Method Statement must be accepted by the Employer's Representative before any works can commence, and will be referenced in Work Permits issued by the Site to carry out works. All work will be carried out according to the contractors Safety Health and Environmental Management plan and Quality Manual, copies are to be kept on Site at all times.
- 5.7
O** The contractor will be responsible for providing any other permits associated with the construction of the facilities, e.g. permits for tie in for wastewater and electrical inspection.
- The Contractor assumes full and complete responsibility for any and all Subcontractors working under their direction in performing the scope of work as outlined herein. A list of all Subcontractors proposed by the Contractor shall be submitted to the Owner including a breakdown of the percentage of work to be performed by the subcontractor. Subcontractor(s) shall be subjected to the same safety requirements, verifications, and certifications as the Contractor.
-

General Conditions

General Provisions

1.1 Definitions	In the Contract as defined below the words and expressions defined shall have the following meanings assigned to them except where the context requires otherwise:
The Contract	<p>1.1.1 'Contract' means the Agreement and the other documents listed in the Appendix.</p> <p>1.1.2 'Specification' means the document as listed in the Appendix, including Employer's requirements in respect of design to be carried out by the Contractor, if any, and any Variation to such document.</p> <p>1.1.3 'Drawings' means the Employer's drawings of the Works as listed in the Appendix, and any Variation to such drawings.</p>
Persons	<p>1.1.4 'Employer' means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.</p> <p>1.1.5 'Contractor' means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.</p> <p>1.1.6 'Party' means either the Employer or the Contractor.</p>
Dates, Times and Periods	<p>1.1.7 'Commencement Date' means the date 14 days after the date the Agreement comes into effect or any other date agreed between the Parties.</p> <p>1.1.8 'day' means a calendar day.</p> <p>1.1.9 'Time for Completion' means the time for completing the Works as stated in the Appendix (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.</p>
Money and Payments	<p>1.1.10 'Cost' means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.</p>
Other Definitions	<p>1.1.11 'Contractor's Equipment' means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.</p> <p>1.1.12 'Country' means the country in which the Site is located.</p> <p>1.1.13 'Employer's Liabilities' means those matters listed in Sub-Clause 6.1.</p>

- 1.1.14 "**Force Majeure**" means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- 1.1.15 "**Materials**" means things of all kinds (other than Plant) intended to form or forming part of the permanent work.
- 1.1.16 "**Plant**" means the machinery and apparatus intended to form or forming part of the permanent work.
- 1.1.17 "**Site**" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "**Variation**" means a change to the Specification and /or Drawings (if any) which is instructed by the Employer under Sub-Clause 10.1.
- 1.1.19 "**Works**" means all the work and design (if any) to be performed by the Contractor including temporary work and any Variation

1.2

Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3

Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the Contractor, and the priority of the documents shall be in accordance with the order as listed in the Appendix.

1.4

Law

The law of the Contract is stated in the Appendix.

1.5

Communications

Wherever provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the Appendix and shall not be unreasonably withheld or delayed.

1.6

Statutory Obligations

The Contractor shall comply with the laws of the countries where activities are performed. The Contractor shall give all notices and pay all fees and other charges in respect of the Works.

The Employer

2.1

Provision of Site

The Employer shall provide the Site and right of access thereto at times stated in the Appendix.

2.2

Permits and Licences

The Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

2.3

Employer's Instructions

The Contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.

Approvals

No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the Contractor's obligations.

Employer's Representatives

3.1

Authorized Person

One of the Employer's personnel shall have authority to act for him. This authorized person shall be as stated in the Appendix, or as otherwise notified by the Employer to the Contractor.

3.2

Employer's Representative

The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the Appendix, or notified by the Employer to the Contractor from time to time. The Employer shall notify the Contractor of the delegated duties and authority of this Employer's representative.

The Contractor

4.1

General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer.

4.2

Contractor's Representative

The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

4.3

Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4

Performance Security

If stated in the Appendix, the Contractor shall deliver to the Employer within 14 days of the Commencement Date a performance security in a form and from a third party approved by the Employer.

Design by Contractor

5.1

Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Appendix. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt the Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2

Responsibility for Design

The Contractor shall remain responsible for his tendered design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Employer shall be responsible for the Specification and Drawings.

Employer's Liabilities

6.1

Employer's Liabilities

In this Contract, Employer's Liabilities mean:

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees, affecting the Site and/or the Works,
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,
- e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,
- g) design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible, and
- h) any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions.
- i) Force Majeure,
- j) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure,
- k) any failure of the Employer,
- l) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the Contractor immediately notified to the Employer,
- m) any delay or disruption caused by any Variation,
- n) any change to the law of the Contract after the date of the Contractor's offer as stated in the Agreement,
- o) losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and
- p) damage which is an unavoidable result of the Contractor's obligations to execute the Works and to remedy any defects.

Time for Completion

7.1

Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.

Programme Within the time stated in the Appendix, the Contractor shall submit to the Employer a programme for the Works in the form stated in the Appendix.

**7.3
Extension of Time**

Subject to Sub-Clause 10.3, the Contractor shall be entitled to an extension to the Time for Completion if he is or will be delayed by any of the Employer's Liabilities.
On receipt of an application from the Contractor, the Employer shall consider all supporting details provided by the Contractor and shall extend the Time for Completion as appropriate.

**7.4
Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Appendix for each day for which he fails to complete the Works.

Taking-Over

**8.1
Completion**

The Contractor may notify the Employer when he considers that the Works are complete.

**8.2
Taking-Over Notice**

The Employer shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.

The Employer shall take over the Works upon the issue of this notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 9, clear the Site.

Remedying Defects

**9.1
Remedying Defects**

The Employer may at any time prior to the expiry of the period stated in the Appendix, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, Materials, Plant or workmanship not being in accordance with the Contract.

The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.

**9.2
Uncovering and Testing**

The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

Variations and Claims

**10.1
Right to Vary**

The Employer may instruct Variations.

**10.2
Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Employer considers appropriate, or
- e) if the Employer so instructs, at daywork rates set out in the Appendix for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials used.

10.3 Early Warning

A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimize these effects.

The Contractor's entitlement to extension to the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

10.4 Right to Claim

If the Contractor incurs Cost as a result of any of the Employer's Liabilities, the Contractor shall be entitled to the amount of such Cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.

10.5 Variation and Claim Procedure

The Contractor shall submit to the Employer an itemized make-up of the value of Variations and claims within 28 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

Contract Price and Payment

11.1
Valuation of the Works The Works shall be valued as provided for in the Appendix, subject to Clause 10

11.2
Monthly Statements The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed,
- b) the percentage stated in the Appendix of the value of Materials and Plant delivered to the Site at a reasonable time, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Employer a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within 28 days of delivery of each statement, the Employer shall pay to the Contractor the amount shown in the Contractor's statement less retention at the rate stated in the Appendix, and less any amount for which the Employer has specified his reasons for disagreement. The Employer shall not be bound by any sum previously considered by him to be due to the Contractor.

General Conditions of Contract

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The Employer may withhold interim payments until he receives the performance security under Sub-Clause 4.4 (if any).

**11.4
Payment of First Half
of Retention**

One half of the retention shall be paid by the Employer to the Contractor within 14 days after issuing the notice under Sub-Clause 8.2.

**11.5
Payment of Second
Half of Retention**

The remainder of the retention shall be paid by the Employer to the Contractor within 14 days after either the expiry of the period stated in the Appendix, or the remedying of notified defects or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

**11.6
Final Payment**

Within 42 days of the latest of the events listed in Sub-Clause 11.5 above, the Contractor shall submit a final account to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within 28 days after the submission of this final account, the Employer shall pay to the Contractor any amount due. If the Employer disagrees with any part of the Contractor's final account, he shall specify his reasons for disagreement when making payment.

**11.7
Currency**

Payment shall be in the currency stated in the Appendix.

**11.8
Delayed Payment**

The Contractor shall be entitled to interest at the rate stated in the Appendix for each day the Employer fails to pay beyond the prescribed payment period.

Default

**12.1
Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within 14 days after the Contractor's receipt of the Employer's notice, the Employer may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind Materials and Plant and any Contractor's Equipment which the Employer instructs in the second notice is to be used until the completion of the Works.

**12.3
Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 7 days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within 28 days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.4**Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used until the completion of the

Works.

12.5**Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination,
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the Cost of his suspension and demobilization together with a sum equivalent to 10% of the value of those parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

Risk and Responsibility**13.1****Contractor's Care of the Works**

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of an Employer's Liability, the Contractor shall indemnify the Employer, the Employer's contractors, agents and employees against all loss or damage happening to the Works and against all claims or expense arising out of the Works caused by a breach of the Contract, by negligence or by other default of the Contractor, his agents or employees.

13.2**Force Majeure**

If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the Contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilize the Contractor's Equipment.

If the event continues for a period of 84 days, either Party may then give notice of termination which shall take effect 28 days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the Cost of his suspension and demobilization,
- c) any sums to which the Employer is entitled. The net balance due

shall be paid or repaid within 28 days of the notice of termination.

Insurance

14.1

Extent of Cover

The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:

- a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,
- b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and
- c) for liability of both Parties and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees.

14.2

Arrangements

All insurances shall conform with any requirements detailed in the Appendix. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Employer with evidence that any required policy is in force and that the premiums have been paid.

All payments received from insurers relating to loss or damage to the Works shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

Failure to Insure

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clauses, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor.

Resolution of Disputes

15.1

Adjudication

Unless settled amicably, any dispute or difference which arises between the Contractor and the Employer out of or in connection with the Contract, including any valuation or other decision of the Employer, shall be referred by either Party to adjudication in accordance with the attached Rules for Adjudication ("the Rules"). The adjudicator shall be any person agreed by the Parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Rules.

15.2

Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the adjudicator or if no decision is given within the time set out in the Rules, the Party may give notice of dissatisfaction referring to this Sub-Clause within 28 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the adjudicator is revised by an arbitrator.

15.3

Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled

by a single arbitrator under the rules specified in the Appendix. In the absence of agreement, the arbitrator shall be designated by the appointing authority specified in the Appendix. Any hearing shall be held at the place specified in the Appendix and in the language referred to in Sub-Clause 1.5.

Schedule of Values				Annex 3	
Line Item	Location /Description	Est Quantity	Unit	Unit Price	Total Price
1.0	Site Establishment, Protection & Safety	1	LS		
2.0	Exterior Scope				
2.1	Power wash all exterior surfaces	12,000	SF		
2.2	Mold/Moss Treatment (chemical wash)	1	LS		
2.3	Exterior Walls (Cement Plaster) - Prep & 2 coats paint		SF		
2.4	Window Grilles (Steel) - Prep, prime, paint		EA		
2.5	Roof Deck Zocalo - Prep & 2 coats paint		LF		
2.6	Roof Deck Slab - Self-leveling sealant		SF		
2.7	Eaves - Prep & 2 coats paint		SF		
2.8	Balcony Railings - Prep, prime, paint		LF		
2.9	Cyclone Fence - Prep, prime, paint		LF		
2.10	Parking Signage/Floor Markings	1	LS		
3	Interior Scope				
3.1	Patching/Repair of cracks/holes (All interior)	1	LS		
3.2	Interior Walls (All Floors) - Prep & topcoat		SF		

3.3	Interior Doors & Trim - Prep & paint		EA		
3.4	Interior Stair Railings - Prep & paint		LF		
4	Final Cleanup & Disposal	1	LS		
	Total Base Bid				