

# CONTRACT OF AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this \_\_\_ day of 06 JAN 2025 in Bayombong, Nueva Vizcaya by and between:

The **NUEVA VIZCAYA STATE UNIVERSITY**, a government instrumentality, created by virtue of RA No. 9272, with principal office in Bayombong, Nueva Vizcaya, represented herein by the University President, **DR. WILFREDO A. DUMALE, JR.**, hereinafter referred to as the **Procuring Entity**;

and

The **HJM Construction Services**, with principal office in Purok 6, Busilac, Bayombong, Nueva Vizcaya represented herein by its General Manager, **Mr. Homer E. Laudencia**, hereinafter referred to as the **Contractor**;

## WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain civil work for the project **2024-12i: Repair and Maintenance of the University Clinic for Bayombong Campus**;

WHEREAS, the **Procuring Entity** has accepted the Bid of the **Contractor** to the aforesaid civil work;

WHEREAS, the **Procuring Entity** has issued the Notice of Award to the **Contractor** on December 23, 2024;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

### I. Contract Price

The total contract price is **Two Million Three Hundred Seventy-One Thousand Three Hundred Seventy-Four pesos and 14/100 (Php2,371,374.14).**

### II. Expected date of Completion of Works: One Hundred Twenty (120) Calendar days upon receipt of Notice to Proceed.


It is therefore, mandatory on the part of the **Contractor** that the Works shall be made in accordance with the time schedule prescribed by the **Procuring Entity** under the Schedule of Requirements.

The image shows three handwritten signatures in blue ink. The first signature on the left is a cursive signature, likely of the University President. The second signature in the middle is also cursive and appears to be a signature. The third signature on the right is a more stylized, cursive signature, likely of the Contractor's General Manager.

### III. Program of Work

The **Contractor** accepted the aforesaid amount as payment for the completion of works at the unit Bid stated below:

ITEM	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT COST	AMOUNT
Part I	OTHER GENERAL REQUIREMENTS				
B.3 (1)	Permits and Clearances	LS	1.00	65,625.00	65,625.00
B.5 (1)	Project Billboard / Signboard	each	1.00	4,761.68	4,761.68
B.7 (1)	Occupational Safety and Health Program	LS	1.00	22,503.28	22,503.28
B.16 (1)	Recognition Plate/Project Marker	LS	1.00	25,641.00	25,641.00
Part II	CIVIL, MECHANICAL, ELECTRICAL AND SANITARY/PLUMBING WORKS				
Part A	EARTHWORKS				
801(1)	Removal of Structures and Obstruction	LS	1.00	7,586.25	7,586.25
800(3)a1	Individual Removal of Trees	each	4.00	7,245.00	28,980.00
803(1)a	Structure Excavation, Common Soil (Manual)	cu.m	5.38	7,196.32	38,716.20
Part B	PLAIN AND REINFORCED CONCRETE WORKS				
900(1)	Structural Concrete, Suspended Slab (Class A, 28 days)	cu.m	11.69	15,180.05	177,454.78
902(1)a1	Reinforcing Steel (Deformed), Grade 40	kg	1,174.85	101.20	118,894.82
903 (2)	Formworks and Falseworks	LS	1.00	56,278.03	56,278.03
Part C	FINISHINGS AND OTHER CIVIL WORKS				
1003(1)e	Ceiling, Metal Frame, Prepainted Metal Spandrel Panel	sq.m	102.55	1,022.65	104,872.75
1003(1)h	Ceiling Metal Frame, PVC	sq.m	260.00	670.99	174,457.40
1003(2)a1	Wall, Metal Frame, Fiber Cement Board, 9mm (Single)	sq.m	70.26	3,262.93	229,253.46
1003(2)e	Wall, Metal Cladding	LS	1.00	35,701.67	35,701.67
1007(1)b	Aluminum Framed Glass Door (Swing Type)	sq.m	4.41	20,355.88	89,769.43
1008(1)a	Aluminum Framed Glass Windows (Sliding Type)	sq.m	13.95	3,849.91	53,706.24
1008(1)b	Aluminum Framed Glass Windows (Awning Type)	sq.m	1.44	3,888.18	5,598.97
1013(2)b1	Fabricated Metal Roofing Accessory (Flashing)	ln.m	93.60	1,325.76	124,091.13
1014(1)b2	Prepainted Metal Sheets, Rib Type, Long Span	sq.m	341.62	442.77	151,259.08
1018(1)	Glazed Tiles and Trims	sq.m	66.74	904.78	60,385.01
1027(1)	Cement Plaster Finish	sq.m	25.20	1,285.30	32,389.56
1032(1)a	Painting Works (Masonry Painting)	Sq.m.	100.02	117.77	11,779.35
1032(1)b	Painting Works (Wood Painting)	Sq.m.	28.02	188.63	5,285.41
1032(1)c	Painting Works (Metal Painting)	Sq.m.	613.32	78.63	48,225.35
1038(1)	Reflective Insulation	sq.m	273.30	264.32	72,238.65
1047(2)	Metal Structure	LS	1.00	281,245.78	281,245.78
1047(8)a	Structural Steel, Trusses	kg	2,488.53	77.66	193,259.23
1047(8)b	Structural Steel, Purlins	kg	2,004.60	130.52	261,640.39
Part D	ELECTRICAL WORKS				
1100(10)	Conduits, Boxes & Fittings (Conduit Works/Conduit Rough-in)	LS	1.00	57,697.50	57,697.50
1101(33)	Wires and Wiring Devices	LS	1.00	56,601.56	56,601.56
1103(1)	Lighting Fixtures	LS	1.00	66,701.25	66,701.25
Part E	MECHANICAL WORKS				
1208(1)	Fire Alarm System	LS	1.00	32,143.13	32,143.13
				<b>PROJECT COST</b>	<b>2,694,743.36</b>
				<b>12% DISCOUNT</b>	<b>323,369.22</b>
				<b>TOTAL PROJECT COST</b>	<b>2,371,374.14</b>

#### IV. Scope of Contract

The following documents shall be deemed to form, be read and construed as part of this Contract:

- a. General and Special Conditions of Contract;
- b. Drawings/Plans;
- c. Specifications;
- d. Invitation to Bid;
- e. Instructions to Bidders;
- f. Bid Data Sheet;
- g. Addenda and/or Supplemental/Bid Bulletins, if any;
- h. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- i. Eligibility requirements, documents and/or statements;
- j. Performance Security;
- k. Notice of Award of Contract and the Bidder's conforme thereto;
- l. Other contract documents that may be required by existing laws and/or the Entity.

#### V. Contractor's Risk

The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.

The **Contractor** hereby covenants with the **Procuring Entity** to remedy structural defects therein in conformity with the provisions of this Contract.

The **Contractor** shall implement the RA 11058 (Occupational Safety & Health Program) throughout the duration of the project.

#### VI. Payment

The **Procuring Entity** covenants to pay the **Contractor** in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sums as may become payable under the provisions of this Contract and its ancillary documents, at the time and in the manner prescribed herein.

#### VII. Liquidated Damages

If the **Contractor** fails to satisfactorily deliver any or all of the works within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the **Procuring Entity** shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance.



**VIII. Settlement of Disputes**


If any dispute or difference of any kind whatsoever shall arise between the **Procuring Entity** and the **Contractor** in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Dispute shall be resolved in accordance with RA No. 9285 or the Alternative Dispute Resolution Act of 2004.


Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under this Contract unless they otherwise agree; and the **Procuring Entity** shall pay the **Contractor** any monies due to it.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed in accordance with the laws of the Philippines on the day and year above written.

For the Procuring Entity:


  
**WILFREDO A. DUMALE, JR.**  
University President  
ID No. WAD-0218  
Issued on: December 21, 2022  
Issued at: NVSU

For the Contractor:

  
**HOMER E. LAUDENCIA**  
General Manager  
ID No. 0152610  
Issued on: 05/25/2017  
Issued at: BAGUIO CITY

  
**ARLYNE A. GONZALES, CPA**  
NVSU Representative  
CHIEF ADMINISTRATIVE OFFICER - FINANCE

Signed in the presence of:

  
VIRGILIO GAON JR  
Contractor Representative

**Funds Available:**

  
**LIZA B. PARAGUAS-GONZAGA**  
NVSU Accountant IV

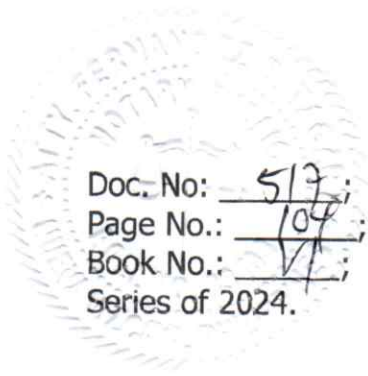
**ACKNOWLEDGMENT**

Republic of the Philippines )  
Province of Nueva Vizcaya )  
Municipality of Bayombong ) s.s.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared **WILFREDO A. DUMALE, JR.** of the Nueva Vizcaya State University, who presented to me his valid ID WAD-0218 issued by KNSU as competent proof of identity, and **HOMER E. LAUDENCIA** of **HJM Construction Services** who presented to me his valid ID 01524610 issued by PRC as competent proof of identity, known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and deed and that they have authority to sign the same for and in behalf of their respective agencies.

The foregoing instrument, consisting of Five (5) pages, including this page on which this acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof, and pertains to the Contract of Agreement for goods/supplies/services.

WITNESS MY HAND AND SEAL on this 06 day of JAN 2025 in Bayombong, Nueva Vizcaya, Philippines.



Doc. No: 517;  
Page No.: 104;  
Book No.: VI;  
Series of 2024.

Notary Public

**ATTY. FERNANDEZ B. TAGART**  
NOTARY PUBLIC  
COMMISSION NO. 30-23, UNTIL DEC. 31, 2025  
ROLL NO. 83403-06/07/2022  
IBP NO. 480659-12/03/2024  
PTR NO. NV 296105-12/18/2024  
BAYOMBONG, NUEVA VIZCAYA