

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and entered into this ___ day of _____, 2005 in
Burlington, Iowa between:

The IOWA STATE UNIVERSITY, a government instrumentality,
located at 1400 W. 19th St., with principal office in Ames, Iowa,
represented by its Vice President for Administration, DR. WILFRIDO A. DOMINGUEZ, JR.,
hereinafter referred to as the Procuring Entity;

and

The B & B Engineering Services, Co., with principal office in Lehigh, IL,
Attn: Anthony, Inc. Park, located upon the premises of its President & General
Manager, Mr. Daniel R. Gibson, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the Procuring Entity has set aside for ceremonial work for the
period 2005-2008, the building of the Food Processing Facility for Burlington
Campus;

WHEREAS, the Procuring Entity has accepted the bid of the Contractor for
the above-mentioned work;

WHEREAS, the Procuring Entity has issued the terms of bid to the
Contractor on 10/27/05;

NOW THEREFORE, the said Contractor, in consideration of the foregoing premises, the
parties hereto do hereby agree to the terms and conditions set forth in the following
terms and conditions to wit:

I. Contract Price

The total contract price is Four Million Seven Hundred Fifty-Six
Thousand Seven Hundred Twenty-Four Dollars and 00/100
(\$4,756,724.00).

II. Expected Start/Completion of Work (See Exhibit Two) (100) Calendar days upon receipt of Notice to Proceed.

It is further understood by the said Contractor that the Procuring
Entity will be in accordance with the time schedule provided by the
Procuring Entity with the Invitation to Bid documents.



1.1.1.1	General Contract	3	1.00	180,000.00	1.1.1.1.1
1.1.1.2	Provision for Risk & Reward Payment	3	1.00	1,000,000.00	1.1.1.1.2
1.1.1.3	Contract Value	3	1.00	1,180,000.00	1.1.1.1.3
1.1.1.4	Contract Value	3	1.00	1,180,000.00	1.1.1.1.4
1.1.1.5	Fixed Budget for each bid	3	1.00	1,180,000.00	1.1.1.1.5
Item 1.1.1.1.1.1					
1.1.1.1.1.1.1	Contract Value	3	1.00	1,180,000.00	1.1.1.1.1.1.1
1.1.1.1.1.1.2	Item 1.1.1.1.1.1.1	3	1.00	1,180,000.00	1.1.1.1.1.1.2
1.1.1.1.1.1.3	Item 1.1.1.1.1.1.1	3	1.00	1,180,000.00	1.1.1.1.1.1.3
1.1.1.1.1.1.4	Item 1.1.1.1.1.1.1	3	1.00	1,180,000.00	1.1.1.1.1.1.4
1.1.1.1.1.1.5	Item 1.1.1.1.1.1.1	3	1.00	1,180,000.00	1.1.1.1.1.1.5
Total Contract Value: 1,180,000.00					

B. Scope of Contract

The following documents shall be deemed to form, in whole and in part, an integral part of the Contract:

- General and Special Conditions of Contract.
- Drawings/RFIs.
- Specifications.
- Instructions to Bid.
- Instructions to Bidders.
- Bill of Materials.
- Agenda on the Appointments, Attachments, if any.
- Bill of Materials, including all the pre-qualification and credit of the Bidder's policy envelope, as annex, and all other documents submitted (e.g., Bidder's request for proposal or clarification on the bid, including questions/answers, if any, relating to the preceding Bidder's Information).
- Eligible requirements, documents and attachments.
- Form of Bid.
- Form of Award of Contract and the Bidder's cashew receipt.
- Other contract documents for any of the above in existing law under the E.O.

C. Contractor's Risk

The Contractor shall bear all responsibility for the risks from the time period after award of contract up to the completion of the Project. The Contractor shall be held responsible for any damage or destruction of the items about from occurrence by any causes. The Contractor shall be fully responsible for the safety, protection, security, and convenience of the structure, site works, and the public at large, as well as the Public Engineer's activities, and those not affected by the construction work.

The Contractor hereby consents with the Procuring Entity in a duly executed Affidavit to be a contractor under the provisions of the Contract.

The Contractor shall maintain the A/E/L/E's (Architect, Engineer & Multi-Professional) throughout the duration of the project.

D. Payment

The Procuring Entity consents to pay the Contractor in consideration of the provision and completion of the terms and the completion of all the items, the Contract Price or such other terms as may be agreed upon.




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subject to the provisions of this Contract and its ancillary documents, if any, and in the manner provided herein.

VII. Liquidated Damages

If the Contractor fails to substantially deliver any part of the work under the contract specified in the Contract, including all delay penalties then extending to 15% the **Penalizing Entity** shall, without limitation, but after providing notice to the Contract Administrator, deduct from the Contract Price, as liquidated damages, the aggregate cost of the work (LAW) of any 20 percent of the cost of the separate contract for any 10% of cost and when delivery is past due.

VIII. Submittal of Disputes

Disputes or differences of any kind arising out of this contract between the **Penalizing Entity** and the Contractor is governed, with respect to the Contract, by the parties shall make every effort to resolve any such disputes or differences by mutual agreement.

Dispute that is related to or caused by the fact, 100% of the disputed (Dispute Resolution act) of 2010.

Schedule that is referred to or incorporated herein, the parties shall attempt to resolve their respective claims under this Contract within the time specified in the **Penalizing Entity** and the Contractor by 100% of LAW.

IN WITNESS WHEREOF, the parties hereto have signed this Contract to be executed in accordance with the terms of the foregoing on the day and year above written.

For the **Penalizing Entity**:


ALFREDO A. RAMIREZ

General Manager
Title: ALFREDO
Signed on: December 2, 2010
Signed at: MSJ

For the Contractor:


DANIEL R. GOMEZ

General Manager
Title: DANIEL
Signed on: December 2, 2010
Signed at: MSJ


J. V. J. J. J.
Witness

Signed in the presence of 
J. V. J. J. J.
Contract Administrator

Witness Available


LISA B. HERNANDEZ-SCHWARZ

Witness Available

ACKNOWLEDGMENT

State of the Province of
Palawan
City of San Jose

BEFORE ME, a duly sworn and in the lawful jurisdiction, personal knowledge of **WILFREDO A. BARRAL JR.**, of the above named State, Province and City, and the said **WILFREDO A. BARRAL JR.** is a resident of the City of San Jose, Palawan, and **DANIEL R. EDIÑO JR. & O ENCHONG INCORPORATED, CO.**, are parties to the Contract of Sale of the land described by the **Contract of Sale** of the land described by the **Contract of Sale** and acknowledged to me, the undersigned, before me and in my presence, and I have advised the parties of their legal duties and obligations under the said Contract of Sale.

The foregoing instrument, consisting of the (3) pages, including the copy of the said Contract of Sale, is a true and correct copy of the original instrument, as the same appears from the records of the Office of the Register of Deeds of the City of San Jose, Palawan, and the undersigned has advised the parties of their legal duties and obligations under the said Contract of Sale.

WITNESSED MY HAND AND SEAL OF OFFICE, on this _____ day of _____, 2024.

Doc. No. 111
Page No. 3
Date 2024
Book of PDS

Notary Public

WILFREDO A. BARRAL JR.
Notary Public
The undersigned is the
Notary Public for the
City of San Jose, Palawan,
and the undersigned has
advised the parties of their
legal duties and obligations.

 2024