

## CONTRACT OF AGREEMENT

### BY AND BETWEEN THE PARTIES:

The Contract is made and executed this \_\_\_ day of \_\_\_\_\_, 2023 in  
Bismarck, North Dakota by and between:

The **NORTH DAKOTA STATE UNIVERSITY**, a government instrumentally  
created by statute of N.D.A.C. 11-11, with principal office at University, North Dakota,  
represented herein by the University President, **DR. WALTER A. STANGOR**, JR.,  
hereinafter referred to as the **Procuring Entity**.

and

The **DAVA CONSTRUCTION SERVICES** with principal office at Bismarck,  
North Dakota, represented herein by its Authorized Managing Officer, **MR.  
ANDREW S. COLMAN**, hereinafter referred to as the **Contractor**.

### WITNESSETH:

**WHEREAS**, the Procuring Entity intend to be contracted work for the  
2023-2024 Improvement of Post-Tracker and Comfort Rooms for  
Bismarck Campus (2<sup>nd</sup> structure);

**WHEREAS**, the Procuring Entity has selected the bid of the Contractor to  
be awarded the work;

**WHEREAS**, the Procuring Entity has issued the Notice of Award to the  
Contractor for **\$280,000.00**;

**WHEREAS**, the bid is considered as the binding process, the  
notice period is 14 days, contract is being signed and is bound to the following  
terms and conditions, to-wit:

#### I. Contract Price

The total contract price is Two Million Nine Hundred Fifty-Four  
Thousand Seven Hundred Fifty-Four and 00/100 only  
(\$2,954,754.00)

#### II. Expected date of Completion of Work: Ninety (90) days from date upon the receipt of Notice to Proceed.

If a condition arises in the job of the Contractor that the Notice  
to Proceed is considered null and void, it is specified in the  
Procuring Entity order to Schedule of Conditions.



### III. Proposed fees

The Director assessed the proposed amount to be paid for the execution of each of the 24 fee items below.

Fee	Description of Fee	BY	WH	2011 Est.	2012 Est.
<b>000</b>	<b>REGISTRATION AND LICENSES</b>				
010	Food Safety License	100	000	1,100.00	1,100.00
015	Food Safety License Application	100	000	1,200.00	1,200.00
020	Food Safety License	100	000	1,100.00	1,100.00
<b>001</b>	<b>REGISTRATION AND LICENSES - FISHING BOATS</b>				
<b>001</b>	<b>REGISTRATION</b>				
010	Food Safety License	100	000	1,100.00	1,100.00
<b>002</b>	<b>REGISTRATION AND LICENSES - OTHER</b>				
1010	Food Safety License	100	000	1,100.00	1,100.00
1020	Food Safety License Application	100	000	1,200.00	1,200.00
1030	Food Safety License	100	000	1,100.00	1,100.00
1040	Food Safety License Application	100	000	1,200.00	1,200.00
1050	Food Safety License	100	000	1,100.00	1,100.00
1060	Food Safety License Application	100	000	1,200.00	1,200.00
1070	Food Safety License	100	000	1,100.00	1,100.00
1080	Food Safety License Application	100	000	1,200.00	1,200.00
1090	Food Safety License	100	000	1,100.00	1,100.00
1100	Food Safety License Application	100	000	1,200.00	1,200.00
1110	Food Safety License	100	000	1,100.00	1,100.00
1120	Food Safety License Application	100	000	1,200.00	1,200.00
1130	Food Safety License	100	000	1,100.00	1,100.00
1140	Food Safety License Application	100	000	1,200.00	1,200.00
1150	Food Safety License	100	000	1,100.00	1,100.00
1160	Food Safety License Application	100	000	1,200.00	1,200.00
1170	Food Safety License	100	000	1,100.00	1,100.00
1180	Food Safety License Application	100	000	1,200.00	1,200.00
1190	Food Safety License	100	000	1,100.00	1,100.00
1200	Food Safety License Application	100	000	1,200.00	1,200.00
<b>003</b>	<b>REGISTRATION AND LICENSES - OTHER</b>				
1010	Food Safety License	100	000	1,100.00	1,100.00
1020	Food Safety License Application	100	000	1,200.00	1,200.00
1030	Food Safety License	100	000	1,100.00	1,100.00
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1190	Food Safety License	100	000	1,100.00	1,100.00
1200	Food Safety License Application	100	000	1,200.00	1,200.00
				<b>TOTAL FEE</b>	<b>1,102,714.87</b>
				<b>2011</b>	<b>1,102,714.87</b>
				<b>2012</b>	<b>1,102,714.87</b>
				<b>TOTAL FEE</b>	<b>1,102,714.87</b>

*[Handwritten signature]*

*[Handwritten signature]*

10/10 (10)

## IV. Scope of Contract

The following documents shall be deemed to form, or be made a part of, this Contract, in part of the Contract:

- a. Contract and Special Conditions of Contract
- b. Drawings
- c. Specifications
- d. Addendum to Bid
- e. Addendum to Contract
- f. Bid
- g. Bid Form, including all the conditions, instructions, and other documents submitted by the Bidder in response to request for qualifications or the bid, including provisions of the Bid Form, including but not limited to the following: Bidder's bid, and
- h. Rights requirements, documents and attachments
- i. Performance Security
- j. Letter of Award of Contract and the Bidder's contract transfer
- k. Other documents and forms that may be required by contract law and/or the code.

## V. Contractor's Risk

The Contractor shall remain fully responsible for the safety from the first ground construction commencement up to final acceptance by the Procuring Body and also to hold responsible for any damage or destruction of the works caused from activities by their equipment. The Contractor shall be fully responsible for the safety of workers, and the public at large, as well as the heavy equipment, materials, and the facilities allocated to the construction work.

The Contractor hereby agrees to take the **Procuring Body** completely protected against any and all liability with the execution of this Contract.

The Contractor shall be responsible for the **100% Contractor Safety & Health Program**, throughout the duration of the project.

## VI. Payment

The **Procuring Body** agrees to pay the Contractor in consideration of the materials and construction of the works and the necessary of details. Besides the Contract Price or such other sum as may become payable under the provisions of the Contract and its written amendments, all the monies of the contract shall be paid here.

## VII. Liquidated Damages

If the Contractor fails to complete the works within the period specified in the Contract, or in any other period determined by the **Procuring Body**, which is payable to the other member under the Contract and under the applicable law, starting from the Contract Price, as liquidated damages, the maximum cap of the total sum of 20% of the contract price shall be the maximum amount payable to the **Procuring Body** for all of delays or non-compliance.

 

## 121. Settlement of Dispute

If any dispute or difference of any kind whatsoever shall arise between the Purchasing 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 consent.

Dispute shall be resolved in accordance with RA No. 8987 or the Alternative Dispute Resolution Act of 2000.

Nevertheless, any reference to arbitration herein, the parties shall continue to perform and execute the contract under this Contract unless they otherwise agree, and the Purchasing Entity shall pay the Contractor the amount due to it.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract in the presence of witnesses with the laws of the Philippines as their law and with legal effect.

For the Purchasing Entity:

  
WILFREDO A. MANALAC

Technical Director

CP No. 543-028

Issued on: August 11, 2011

Place of: PSA

  
FOR THE SIGNATURE OF  
WILFREDO A. MANALAC

PSA Representative

For the Contractor:

  
MARIBEL O. DELOS ANGELES

Manager/CP

CP No. 543-028

Issued on: August 11, 2011

Place of: PSA

FOR THE SIGNATURE OF

  
MARIBEL O. DELOS ANGELES

Contractor Representative

Third Available:

  
LIZA S. PAREDES-SOMOCAN

PSA Accepted by

PSA Representative

ALBUQUERQUE

Republic of the Philippines  
Province of  
Municipality of

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BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared **WILFREDO A. DOMALAN, JR.** of the above-mentioned Province, who presented to me his valid ID (PHID-221) issued by (2002) as competent proof of identity, and **ANDRES IS. BALBUENA** of **GUACA CONSTRUCTION SERVICES** incorporated in the Philippines, issued by (2002) as competent proof of identity, who can be seen to be the same persons who executed the foregoing instrument and who acknowledged that the same to have been free and duly signed that they have submitted to sign the same for and in behalf of their respective entities.

The foregoing instrument, consisting of the (1) page, including the date on which the acknowledgment is made, signed by the parties and their authorized witnesses as such and every requirement and contents of the Contract of Agreement, to work, has been read.

WITNESS MY HAND AND SEAL here in the \_\_\_\_\_ day of \_\_\_\_\_, 2002, at ALBUQUERQUE, Province.

  
WILFREDO A. DOMALAN, JR.  
Notary Public for and in the Province of  
ALBUQUERQUE  
Municipality of  
154  
Notary Seal  
GUACA CONSTRUCTION SERVICES  
INCORPORATED IN THE PHILIPPINES  
154  
Notary Seal

Doc. No. \_\_\_\_\_  
Exh. No. \_\_\_\_\_  
Ref. No. \_\_\_\_\_  
Series of 2002