

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this 12 day of DEC 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 **MBW CONSTRUCTION** with principal office in Bunagnag, Virac, Itogon, Benguet represented herein by its Manager, **ENGR. MANUEL B. WALLIS**, hereinafter referred to as the **Contractor**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain civil work for the project **2025-08i: Repair of Various Buildings (2nd Advertisement)**;

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 12, 2025;

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 Seventy-Five Thousand Two Hundred Eleven Pesos and 4/100 only (Php2,075,211.4)**.

II. Expected date of Completion of Works: One Hundred Fifty (150) 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.

III. Program of Work

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



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Cluster 1: Repair of Citrus Training Center

| BILL OF QUANTITIES | | | | | |
|---|---|-------|----------|------------|---------------------|
| ITEM | DESCRIPTION OF WORK | UNIT | QUANTITY | UNIT COST | AMOUNT |
| Part I | OTHER GENERAL REQUIREMENTS | | | | |
| B.5 (1) | Project Billboard / Signboard | each | 1.00 | 1,273.13 | 1,273.13 |
| B.7 (1) | Occupational Safety and Health Program | LS | 1.00 | 6,562.50 | 6,562.50 |
| Part II | CIVIL, MECHANICAL, ELECTRICAL AND SANITARY/PLUMBING WORKS | | | | |
| Part A | EARTHWORKS | | | | |
| 801(1) | Removal of Structures and Obstruction | LS | 1.00 | 7,938.32 | 7,938.32 |
| 803(1)a | Structure Excavation, Common Soil (Manual) | cu.m | 0.87 | 435.44 | 378.83 |
| 804(2)a | Embankment from Borrow | cu.m. | 3.00 | 1,744.71 | 5,324.13 |
| Part B | PLAIN AND REINFORCED CONCRETE WORKS | | | | |
| 900(1)h | Structural Concrete, Class A, 14 days | cu.m | 0.50 | 4,801.97 | 2,400.99 |
| 902(1)a1 | Reinforcing Steel (Deformed), Grade 40 | kg | 22.18 | 85.42 | 1,894.62 |
| Part C | FINISHINGS AND OTHER CIVIL WORKS | | | | |
| 1003(17) | Carpentry and Joinery Works | LS | 1.00 | 184,714.57 | 184,714.57 |
| 1007(1)b | Aluminum Framed Glass Door, Swing Type | sq.m | 4.52 | 6,831.09 | 30,876.53 |
| 1012(8) | Glass and Glazing | LS | 1.00 | 9,971.04 | 9,971.04 |
| 1032(1)a | Painting Works, Masonry/Concrete | sq.m | 257.66 | 414.97 | 106,921.17 |
| 1027(1) | Cement Plaster Finish | sq.m | 8.40 | 224.12 | 1,882.61 |
| 1046(1)a1 | 100mm CHB Non-load bearing (including Reinforcing Steel) | sq.m | 4.30 | 909.42 | 3,910.51 |
| 1051(1)a | Railings | LS | 1.00 | 30,754.50 | 30,754.50 |
| Part D | ELECTRICAL WORKS | | | | |
| 1100(10) | Conduits, Boxes & Fittings (Conduit Works/Conduit Rough-in) | LS | 1.00 | 23,872.80 | 23,872.80 |
| 1101(33) | Wires and Wiring Devices | LS | 1.00 | 102,628.68 | 102,628.68 |
| 1102(10) | Pole Mounted Distribution Transformer (OISC) with Complete Accessories, Pole Type | LS | 1.00 | 452,974.20 | 452,974.20 |
| 1103(1) | Lighting Fixtures | LS | 1.00 | 68,999.70 | 68,999.70 |
| Part E | MECHANICAL WORKS | | | | |
| 1208(1) | Fire Alarm System | LS | 1.00 | 55,814.85 | 55,814.85 |
| SUB-TOTAL PROJECT COST (CLUSTER 1) | | | | | 1,099,093.68 |

Cluster 2: Repair of Various Buildings (CVM, Registrar, DFTC)

| BILL OF QUANTITIES | | | | | |
|--|---|-------|----------|-----------|-----------|
| ITEM | DESCRIPTION OF WORK | UNIT | QUANTITY | UNIT COST | AMOUNT |
| Part I OTHER GENERAL REQUIREMENTS | | | | | |
| B.5 (1) | Project Billboard / Signboard | each | 1.00 | 2,947.09 | 2,947.09 |
| B.7 (1) | Occupational Safety and Health Program | LS | 1.00 | 41,038.20 | 41,038.20 |
| Part II CIVIL, MECHANICAL, ELECTRICAL AND SANITARY/PLUMBING WORKS | | | | | |
| COLLEGE OF VETERINARY MEDICINE BUILDING | | | | | |
| Part A EARTHWORKS | | | | | |
| 800(2) | Clearing and Grubbing | LS | 1.00 | 15,884.40 | 15,884.40 |
| 800(3)a1 | Individual Removal of Trees (150mm Ø - 300mm Ø) | each | 6.00 | 2,668.75 | 16,012.50 |
| 800(3)a1 | Individual Removal of Trees (500mm Ø - 750mm Ø) | each | 3.00 | 5,337.50 | 16,012.50 |
| 801(1) | Removal of Structures and Obstruction | LS | 1.00 | 15,372.00 | 15,372.00 |
| 803 (1)a | Structure Excavation | cu.m. | 84.87 | 170.54 | 14,473.73 |
| 804(7) | Gravel Fill | cu.m. | 2.50 | 1,242.59 | 3,106.48 |
| Part B PLAIN AND REINFORCED CONCRETE WORKS | | | | | |
| 900(1)c | Structural Concrete (Class A, 28 days) | cu.m | 6.58 | 5,109.59 | 33,621.10 |
| 902(1)a1 | Reinforcing Steel (Deformed), Grade 40 | kg | 308.80 | 81.18 | 25,068.38 |
| Part C FINISHINGS AND OTHER CIVIL WORKS | | | | | |
| 1001(9) | Storm Drainage and Downspout | LS | 1.00 | 12,054.21 | 12,054.21 |
| 1001(9) | Fascia Board, Ficem Board, 19mm Thick | Ln.m. | 10.20 | 773.63 | 7,891.03 |
| 1013(2)c | Fabricated Metal Roofing Accessory (Gutter) | m | 10.20 | 867.08 | 8,844.22 |
| 1027(1) | Cement Plaster Finish | sq.m. | 122.00 | 277.67 | 33,875.74 |
| 1014(1)b2 | Pre-painted Metal Sheets, Rib Type, Long Span | sq.m. | 30.35 | 761.09 | 23,099.08 |
| 1038(1) | Reflective Insulation | sq.m | 30.35 | 205.42 | 6,234.50 |
| 1046(1)a1 | 100mm, CHB Load Bearing (including Reinforcing Steel) | sq.m | 30.35 | 925.15 | 28,078.30 |
| REGISTRAR BUILDING | | | | | |
| Part A EARTHWORKS | | | | | |
| 801(1) | Removal of Structures and Obstruction | LS | 1.00 | 24,146.85 | 24,146.85 |
| Part B PLAIN AND REINFORCED CONCRETE WORKS | | | | | |
| 1021(3) | Floor Topping | sq.m. | 41.84 | 458.84 | 18,500.39 |
| 902(1)a1 | Reinforcing Steel (Deformed), Grade 40 | sq.m | 5.89 | 3.58 | 478.15 |

| BILL OF QUANTITIES | | | | | |
|---|--|-------|----------|-----------|---------------------|
| ITEM | DESCRIPTION OF WORK | UNIT | QUANTITY | UNIT COST | AMOUNT |
| Part C | FINISHING AND OTHER CIVIL WORKS | | | | |
| 1001(9) | Storm Drainage and Downspout | LS | 1.00 | 3,160.87 | 3,160.87 |
| 1003(2)a4 | Wall, Metal Frame, Fiber Cement Board, 9mm | sq.m | 10.12 | 2,307.71 | 23,354.03 |
| 1003(2)a4 | Wall, Metal Frame, Fiber Cement Board, 10mm | sq.m | 7.20 | 1,937.39 | 13,949.21 |
| 1003(17) | Carpentry and Joinery Works | LS | 1.00 | 50,627.68 | 50,627.68 |
| 1006(6) | Steel Door and Frames | LS | 1.00 | 42,020.90 | 42,020.90 |
| 1007(1)b | Aluminum Glass Door (Swing Type) | Sq.m. | 5.40 | 6,546.76 | 35,352.50 |
| 1013(2)b | Fabricated Metal Roofing Accessory, End Flashing | ln.m | 58.56 | 521.82 | 30,557.78 |
| 1014(1)b2 | Pre-painted Metal Sheets, Rib Type, Long Span | sq.m | 72.00 | 761.09 | 54,798.48 |
| 1032(1)a | Painting Works, Masonry/Concrete Painting | sq.m | 144.20 | 445.40 | 64,226.68 |
| 1032(1)c | Painting Works, Metal Painting | sq.m | 134.88 | 285.43 | 38,498.80 |
| 1038(1) | Reflective Insulation | sq.m | 67.26 | 205.42 | 13,816.55 |
| 1047(2) | Metal Structure | LS | 1.00 | 78,967.89 | 78,967.89 |
| Part D | ELECTRICAL WORKS | | | | |
| 1103(1) | Lighting Fixtures | LS | 1.00 | 25,616.41 | 25,616.41 |
| Part E | MECHANICAL WORKS | | | | |
| 1200(2)c | Oscillating Fan, Ceiling Fan | set | 1.00 | 49,254.45 | 49,254.45 |
| DUMLAO FARMERS TRAINING CENTER | | | | | |
| Part A | EARTHWORKS | | | | |
| 801(1) | Removal of Structures and Obstruction | LS | 1.00 | 8,582.70 | 8,582.70 |
| Part C | FINISHING AND OTHER CIVIL WORKS | | | | |
| 1002(6) | Cold Water Line Pipes and Fittings | LS | 1.00 | 22,545.60 | 22,545.60 |
| 1004(2) | Finishing Hardware | LS | 1.00 | 345.87 | 345.87 |
| 1007(1)b | Aluminum Framed Glass Door, Swing Type | sq.m | 4.47 | 6,546.76 | 29,264.02 |
| 1012(8) | Glass and Glazing | LS | 1.00 | 7,532.28 | 7,532.28 |
| 1032(1)c | Painting Works, Metal Painting | sq.m | 77.58 | 399.76 | 31,013.38 |
| 1047(2) | Metal Structure | LS | 1.00 | 5,892.79 | 5,892.79 |
| SUB-TOTAL ESTIMATED PROJECT COST (CLUSTER 2) | | | | | 976,117.72 |
| TOTAL AS COMPUTED | | | | | 2,075,211.40 |
| TOTAL AS READ | | | | | 2,075,211.74 |
| AS COMPUTED PREVAILS | | | | | 2,075,211.40 |

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.



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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.

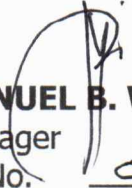
Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under this Contract unless they otherwise agree; and the **Procuring Entity** shall pay the **Contractor** any monies due to it.

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:

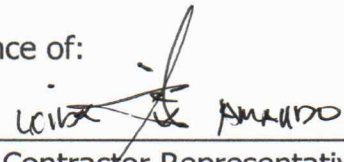
For the Contractor:


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


MANUEL B. WALLIS
Manager
ID No. 0112143
Issued on: 12/12/2008
Issued at: PRC

Signed in the presence of:


SARAH GRAEFITA M. SAGIN
NVSU Representative
Administrative Division


LIZA B. PARAGUAS-GONZAGA
Contractor Representative

Funds Available:

diff. yr 2021-21-P
LIZA B. PARAGUAS-GONZAGA
NVSU Accountant IV
ST-2025 12 16/21

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 NVSU as competent proof of identity, and **MANUEL B. WALLIS** of **MBW CONSTRUCTION** who presented to me his valid ID _____ issued by _____ 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 Seven (7) 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.

12 DEC 2025

WITNESS MY HAND AND SEAL on this _____ day of _____ 2025 in
Philippines.
BAYOMBONG, NUEVA VIZCAYA

Notary Public

Doc. No: 30 ;
Page No.: 8 ;
Book No.: 8 ;
Series of 2025.

ATTY. MAC JERWIN G. MARI
Notary Public

Valid until December 31, 2026
Notarial Commission No. 18-24
PTR No. 2962378; December 23, 2024
IBP No. 503392; January 09, 2025
Roll No. 80098; 05-18-22
MCLE COMPLIANCE NO. VIII-0041537; 10-20-25
Bayombong, Nueva Vizcaya