

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is made and executed this ___ day of OCT 14 2024 2024 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 **A&J DESIGNS AND CONSTRUCTION**, with principal office in Purok 4, San Isidro, Diffun, Quirino represented herein by its Owner, **MR. JOVANI Q. FLORES**, hereinafter referred to as the **Contractor**;

WITNESSETH:

WHEREAS, the **Procuring Entity** invited Bids for certain civil work for the project **2024-08i: Completion of Business Stalls and Classrooms for Bambang 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 August 19, 2024;

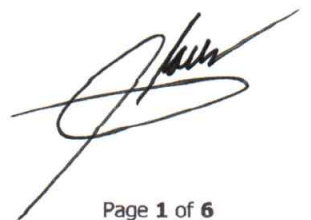
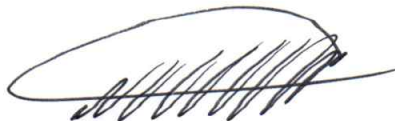
NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto as by these presents, do hereby agree and be bound by the following terms and conditions, to wit:

I. Contract Price

The total contract price is **Eleven Million Two Hundred Thousand Eight Hundred Forty-Nine and 36/100 only (Php11,200,849.36)**.

II. Expected date of Completion of Works: Three Hundred Forty (340) Calendar days upon the 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:

A. PHASE 2

ITEM	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	AMOUNT
B.5(1)	Project Billboard / Signboard	1.00	each	4,221.16	4,221.16
B.7(2)	Occupational Safety and Health Program	1.00	LS	88,879.74	88,879.74
801(1)	Removal of Structures and Obstructions	1.00	LS	73,076.85	73,076.85
803(1)a	Structure Excavation, Common Soil (Manual)	119.98	cu.m.	373.86	44,855.75
804(1)a	Embankment From Structure Excavation	94.54	cu.m.	125.58	11,872.35
804(2)a	Embankment From Borrow, Common Soil	63.71	cu.m.	414.55	26,410.86
804(7)	Gravel Fill	89.99	cu.m.	1,016.79	91,501.20
900(a)	Structural Concrete, Class A COLUMN FOOTING & SLAB ON GRADE 1	37.78	cu.m.	4,716.91	178,204.95
900(b)	Structural Concrete, Class A GROUND TIE BEAM	13.72	cu.m.	5,423.53	74,410.88
900(c)	Structural Concrete, Class A COLUMNS	20.69	cu.m.	5,297.45	109,604.25
900(d)	Structural Concrete, Class A Second Floor Beams	16.59	cu.m.	5,267.68	87,390.77
900(e)	Structural Concrete, Class A ROOF BEAMS	6.43	cu.m.	5,198.97	33,429.38
900(f)	Structural Concrete, Class A FLOOR SLAB	25.93	cu.m.	5,518.27	143,088.75
900(g)	Structural Concrete, Class A STAIRS	4.23	cu.m.	5,179.26	21,908.25
900(h)	Structural Concrete, Class A CONCRETE CANOPY	4.74	cu.m.	5,227.24	24,777.14
900(i)	Structural Concrete, Class A Counter Top Stall & CR	1.10	cu.m.	4,991.32	5,490.45
902(1)a1	Reinforced Steel(deformed), Grade 40 - COLUMN FOOTING & SLAB ON GRADE 1	2,157.49	kg	83.21	179,532.98
902(1)a2	Reinforced Steel(deformed), Grade 40 - GROUND TIE BEAM	1,892.90	kg	63.48	120,167.21
902(1)a3	Reinforced Steel(deformed), Grade 40 - COLUMN	4,081.94	kg	63.04	257,316.16
902(1)a4	Reinforced Steel(deformed), Grade 40 -SECOND FLOOR BEAMS	3,438.74	kg	97.75	336,153.64
902(1)a5	Reinforced Steel(deformed), Grade 40 -ROOF BEAMS	2,003.73	kg	64.76	129,762.52
902(1)a6	Reinforced Steel(deformed), Grade 40 -FLOOR SLAB	1,855.39	kg	63.42	117,660.64
902(1)a7	Reinforced Steel(deformed), Grade 40 -STAIRS	551.37	kg	67.31	37,111.08
902(1)a8	Reinforced Steel(deformed), Grade 40 -CONCRETE CANOPY	406.51	kg	69.38	28,204.37
902(1)a9	Reinforced Steel(deformed), Grade 40 -COUNTER TOP AT CR AND STALLS	59.14	kg	85.09	5,032.08
903(2)	Formworks and Falseworks	876.33	L	368.81	323,201.99
1000(1)	Soil Poisoning	26.00	L	147.57	3,836.70
1001(8)	Sewer Line Works	1.00	LS	116,233.11	116,233.11
1001(9)	Storm Drainage and Downspout	1.00	LS	36,799.88	36,799.88
1002(4)	Plumbing Fixtures	1.00	LS	280,694.30	280,694.30
1002(24)	Cold Water Lines	1.00	LS	54,699.06	54,699.06
1003(1)a1	Ceiling, Metal Frame, Fiber Cement Board	290.00	sq.m.	1,100.19	319,054.82
1013(2)b	Fabricated Metal Roofing Accessory, Flashing, 0.6mm thick	156.16	lm	215.65	33,676.37
1014(1)1b1	Prepainted Metal Sheets, above 0.427mm, Rib type, Long Span	299.07	sq.m.	835.87	249,982.88
1027(1)	Cement Plaster Finish	1,045.50	sq.m.	183.14	191,472.75
1032(1)c	Painting Works, Steel	494.88	sq.m.	268.79	133,018.20
1038(1)	Reflective Insulation	360.00	sq.m.	302.72	108,977.40
1046(2)a1	CHB Non Load Bearing (including RSB), 125mm	116.78	sq.m.	535.41	62,525.61
1046(2)a2	CHB Non Load Bearing (including RSB), 100mm	308.27	sq.m.	589.96	181,868.09
1047(2)a	Structural Steel (TRUSS)	3,875.47	kg	72.23	279,931.65
1047(2)b	Structural Steel (purlins)	2,008.78	kg	85.45	171,645.57
1047(6)	Metal Structure Accessories (steel Plates)	208.44	kg	90.66	18,897.94
1047(7)b	Metal Structure Accessories (sag rods, cross bracing, turnbuckles)	171.20	kg	223.15	38,202.44
1100(10)	Conduits/Pipes, Boxes, Fittings (Conduit Works/Rough-in)	1.00	LS	107,918.45	107,918.45
SUB-TOTAL A. PHASE 2					4,942,700.62

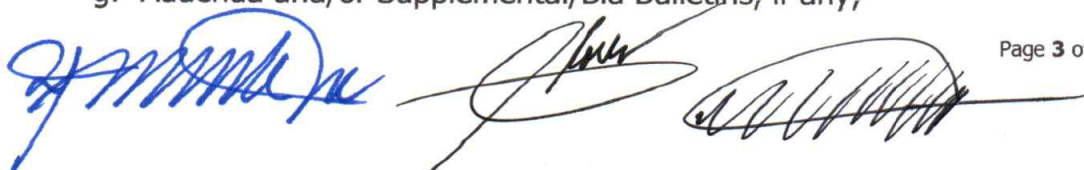
B. PHASE 3

ITEM	DESCRIPTION OF WORK	QTY	UNIT	UNIT COST	AMOUNT
A.1.1(11)	Provision of Furniture/Fixtures, Equipment &	1.00	LS	200,718.00	200,718.00
B.3(1)	Permits and Clearances	1.00	LS	139,650.00	139,650.00
B.7(1)	Field/Laboratory Office & Living Quarters (Rental)	1.00	LS	9,369.68	9,369.68
B.7(2)	Occupational Safety and Health Program	1.00	LS	114,405.97	114,405.97
B.16(1)	Recognition Plate/Marker	29.00	each	5,851.94	169,706.25
800(3)a4	Individual Removal of Trees (751 - 900 mm.dia)	1.00	each	8,418.38	8,418.38
803(1)a	Structure Excavation, Common Soil (Manual)	87.88	cu.m.	120.08	10,552.50
804(7)	Gravel Fill	19.46	cu.m.	1,065.51	20,734.88
900(a)	Structural Concrete, Class A	55.21	cu.m.	4,702.00	259,597.45
902(1)a1	Reinforced Steel(deformed), Grade 40	1,996.98	kg	62.88	125,566.88
1001(11)	Septic Vault/Tank - CHB (RSB Included)	16.59	LS	4,110.04	68,185.53
1003(2)a1	Wall Metal Frame with 4.5 Fiber cement board	6.43	sq.m	19,254.73	123,807.94
1003(23)	Modular Partition	25.93	LS	6,962.80	180,545.40
1006(2)	Doors -Flush	4.23	sq.m.	926.91	3,920.81
1007(1)a	Aluminum Framed Glass Door, Sliding Type	4.74	sq.m.	88,039.51	417,307.28
1008(1)a	Aluminum Framed Glass Windows, Sliding Type	2,157.49	sq.m.	158.37	341,690.83
1010(2)b	Doors, Wood Panel	1,892.90	sq.m.	65.54	124,053.30
1011(1)a	Roll-Up Door	4,081.94	sets	39.75	162,237.60
1018(1)	Glazed Tiles & Trims	3,438.74	sq.m.	114.83	394,884.50
1018(2)	Unglazed Tiles	2,003.73	sq.m.	137.20	274,908.81
1032(1)a	Painting Works, Masonry/Concrete	2,106.26	sq.m.	287.26	605,039.00
1032(1)b	Painting Works, Wood	182.15	sq.m.	326.12	59,402.70
1032(1)c	Painting Works, Steel	813.12	sq.m.	173.23	140,855.40
1043(1)	PVC Doors and Frames	13.44	sq.m.	3,138.75	42,184.80
1035(2)a	Non-Structural Metal Framing (Window Grills)	1.00	LS	82,831.64	82,831.64
1035(2)b	Non-Structural Metal Framing (Sunbreaker)	1.00	LS	118,977.79	118,977.79
1046(2)a1	CHB Non Load Bearing (including RSB), 125mm	84.00	sq.m.	865.54	72,705.47
1047(8)a	Structural Steel- Built up Truss (Beam)	960.64	kg	75.27	72,309.16
1047(8)c	Structural Steel- Cladding Frames and Panels	2,216.49	kg	349.03	773,631.32
1051(1)	Railing Stairs, Ground & 2nd Floor Corridor, Façade	97.96	m	1,125.90	110,292.83
1101(33)	Wires & Wiring	1.00	LS	293,990.07	293,990.07
1102(1)	Panelboard with Main & Branch Breakers	1.00	LS	76,592.25	76,592.25
1102(17)	Solar Panel with Inverter, Battery and other Device	1.00	LS	702,242.73	702,242.73
1103(1)	Lighting Fixtures and Lamps	1.00	LS	64,480.50	64,480.50
1200	Air Conditioning and Ventilating System	30.00	set	13,336.58	400,097.25
1202(6)a1	Fire Extinguisher	14.00	set	2,978.55	41,699.70
1208(2)	Smoke Detector with Base	10.00	set	2,468.97	24,689.70
1208(4)	Fire Alarm Bell	14.00	set	1,754.44	24,562.13
1208(6)	Manual Pull Station	14.00	set	1,655.55	23,177.70
SUB-TOTAL B. PHASE 3					6,880,024.13
PROJECT COST					11,822,724.68
5.26% DISCOUNT					621,875.32
TOTAL PROJECT COST					11,200,849.36

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:


JOYANI Q. FLORES
General Manager
ID No. 09905973
Issued on: 01-04-24
Issued at: DPFUM, QMRUM




NVSU Representative

Signed in the presence of:



Contractor Representative

Funds Available:


LIZA B. PARAGUAS-GONZAGA
NVSU Accountant IV
CJF 2024-10-183

ACKNOWLEDGMENT

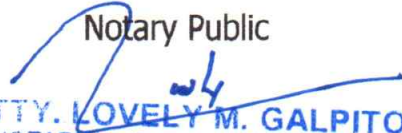
Republic of the Philippines)
Province of Nueva Vizcaya)
Municipality of Bayombong) s.s.

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 NSU as competent proof of identity, and **JOVANI Q. FLORES** of **A&J DESIGNS AND CONSTRUCTION** who presented to me his valid ID 09405995 issued by OC 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 six (6) 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 _____ day of OCT 14 2024 2024 in BAYOMBONG NUEVA VIZCAYA, Philippines.

Doc. No: 44 ;
Page No.: 10 ;
Book No.: 11 ;
Series of 2024.

Notary Public

ATTY. LOVELY M. GALPITO
NOTARY PUBLIC NUEVA VIZCAYA
COMM. NO. 19-23 UNTIL 12/31/25
ROLL NO. 77368
IBP O.R. NO. 328235 for 2024
PTR NO. NV 2824130 for 2024
MCLE Comp. No. VIII-0005027
BAYOMBONG, NUEVA VIZCAYA