

CONTRACT AGREEMENT

Proposed Student Study Shed at USTP-CDO Campus

THIS AGREEMENT, made this _____ day of December, 2020 between the University of Science and Technology of Southern Philippines (USTP) – Cagayan de Oro Campus, with office address at C.M. Recto Ave., Lapasan, Cagayan de Oro City (hereinafter called the "Entity"), represented by its Chancellor, Atty. Dionel O. Albina and LAJ Trucking and Builders Incorporated, with office address at Zone 3 Igpit, Opol, Misamis Oriental (hereinafter called the "Contractor"), represented by its Authorized Managing Officer, Engr. Jaime L. Cuñado.

WHEREAS, the Entity is desirous that the Contractor execute the Proposed Student Study Shed at USTP-CDO Campus (hereinafter called "the Works") and the Entity has accepted the Bid for ONE MILLION EIGHT HUNDRED NINETY FOUR THOUSAND NINE HUNDRED SIXTEEN PESOS AND 36/100 ONLY (P1,894,916.36) by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

WHEREAS, the Works are further described as follows:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1.0	Mobilization/Demobilization	1.00	lot	8,284.50	8,284.50
2.0	Temporary Facilities	1.00	lot	25,453.47	25,453.47
3.0	Excavation Works	3.428	lot	2,420.08	8,300.88
4.0	Reinforcement Works	587.66	kgs	69.47	40,825.76
5.0	Concrete Works	23.01	cu.m.	7,000.41	161,079.35
6.0	Masonry Works	67.78	sq.m	1,570.00	106,414.59
7.0	Steel Works				
7.1	Steel Column	488.95	kgs	123.57	60,418.37
7.2	Steel Roofing Framing	1,153.45	kgs	141.55	163,276.26
7.3	Steel Bench 1	599.81	kgs	140.48	84,264.18
7.4	Steel Bench 2	622.09	kgs	146.27	90,995.84

7.5	Steel Bench 3	1,901.16	kgs	130.90	248,859.87
7.6	Steel Bench 4	996.25	kgs	169.73	169,098.41
8.0	Roofing Works	289.22	sq.m	1,035.27	299,419.40
9.0	Painting Works	712.96	sq.m	229.37	163,532.46
10.0	Carpentry Works	86.28	sq.m	2,177.46	187,871.46
11.0	Electrical Works	1.00	lot	71,287.65	71,287.65
12.0	Site Clearing	1.00	lot	5,533.92	5,533.92
TOTAL PROJECT COST					1,894,916.36

WHEREAS, the Works comprised in this Contract shall be completed within ONE HUNDRED TWENTY (120) calendar days, in accordance with the provisions of the bid documents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

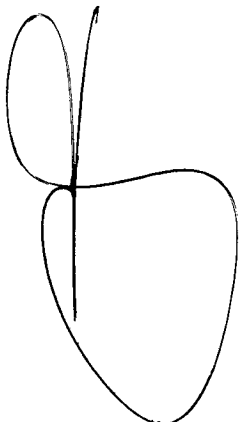
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents are hereto attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plan;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders (ITB);
 - (f) Bid Data Sheet (BDS);
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid Forms, including all the documents/statements contained in the Bidder's bidding envelope as annexes, and all other documents submitted, 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 (NOA) of Contract and the Bidder's *conforme* thereto; and
 - (l) Other contract documents attached hereto or required by the Entity or existing laws.

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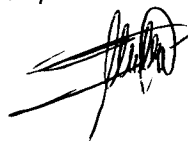
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Total Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
5. Other Special Conditions of Contract
 - i. Retention Money - Together with each progress billing, the contractor may request the substitution of the corresponding retention money with a notarized "on demand" bank guarantee only, issued by a Universal/Commercial bank, of amount equivalent to the retention money substituted for and acceptable to the University, provided that the project is on schedule and is satisfactorily undertaken, as may be determined by the University.

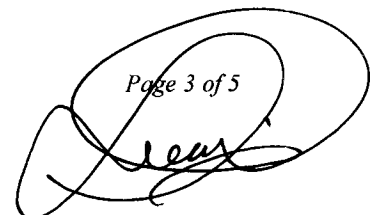
On completion of the whole works, the contractor may substitute the total retention money with a notarized "on demand" bank guarantee only, issued by a Universal/Commercial bank, of amount equivalent to the retention money substituted for and acceptable to the University. For this purpose, the contractor shall submit a written request with the attached guarantee" Provided, That no such request shall be made within the first six (6) months from the date of completion, and that approval thereof shall be based, among others, on the favorable recommendation of the University's Project Engineer considering the performance of the contractor from contract implementation up to the defects liability period.

- ii. Liquidated Damages- The liquidated damages shall be equivalent to one-tenth of one percent (0.001%) of the cost of the unperformed portion of the works for every day of delay.
- iii. Final Acceptance- Final Acceptance of the project may only be made after, among others, the contractor shall have already submitted the Warranty Security in the required amount and form.



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IN WITNESS WHEREOF the parties thereto have caused this Agreement to be executed the day and year first before written.

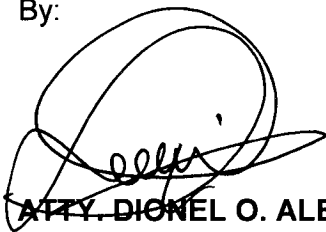
**UNIVERSITY OF SCIENCE AND
TECHNOLOGY OF SOUTHERN
PHILIPPINES – CAGAYAN DE
ORO CAMPUS (USTP-CDO)**

**LAJ TRUCKING AND
BUILDERS INCORPORATED**

ENTITY

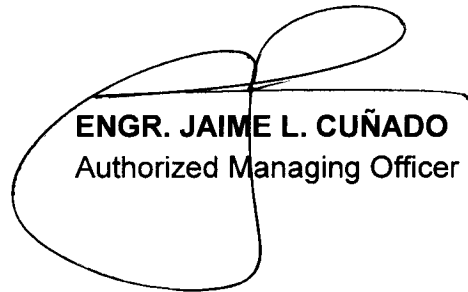
CONTRACTOR

By:



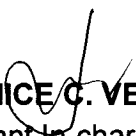
ATTY. DIONEL O. ALBINA
Chancellor

By:




ENGR. JAIME L. CUÑADO
Authorized Managing Officer

Certified as to Availability of Funds:



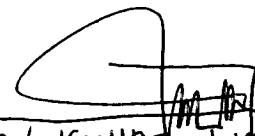
MS. JANICE C. VECINA
Accountant In-charge - STF

- WITNESSES -



RAYMOND M. MORALES

and



ERAN ISMAEL LIM

ACKNOWLEDGMENT

BEFORE ME this _____ day of December, 2020, in the City of Cagayan de Oro, personally appeared DIONEL O. ALBINA and ENGR. JAIME L. CUÑADO, with the following proofs of identity:

DIONEL O. ALBINA : _____
ENGR. JAIME L. CUÑADO : _____

issued by official agency to establish their respective identities as very same persons who executed the above Contract Agreement, known to me and known to be the same persons who executed the foregoing agreement and acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities they respectively represent.

This instrument consisting of five (5) pages including the page wherein this acknowledgment is written has been signed by the parties and their instrumental witnesses at the left hand margin of each and every page and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

NOTARY PUBLIC
RAMIL G. GARRON
Notary Public NO-2023-14
Until December 31, 2024
PTR No. 4550217, 1-3-2020 ODOO
IBP No. 18953 1-18-2020
TIN: 022 710-179
Rd: ...
Cagayan de Oro City
MORL Comm. No. 93-0000761, 8-2017

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