

CONTRACT AGREEMENT

Proposed Construction of Research and Development Office Building for USTP-Alubijid

THIS AGREEMENT, made this 21st day of December, 2020 between the University of Science and Technology of Southern Philippines (USTP), with office address at C.M. Recto Ave., Lapasan, Cagayan de Oro City (hereinafter called the "Entity"), represented by the University President, Dr. Ambrosio B. Cultura II, and GEG Builders and Construction Supplies, with office address at Macapagal Drive, Zone 2 Canitoan, Cagayan de Oro City (hereinafter called the "Contractor"), represented by its Proprietor, Mr. Eleazar G. Gargar.

WHEREAS, the Entity is desirous that the Contractor execute the Construction of Research and Development Office Building for USTP-Alubijid (hereinafter called "the Works") and the Entity has accepted the Bid for FIVE MILLION SEVEN HUNDRED EIGHTY NINE THOUSAND FIVE HUNDRED EIGHTEEN PESOS AND 19/100 ONLY (P5,789,518.19) 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 |
|---|--|-----------|-------|------------|--------------|
| A. OTHER GENERAL REQUIREMENTS | | | | | |
| A.1.1 | Facilities for Engineers | 1.00 | l.s. | 125,000.00 | 125,000.00 |
| B.7 | Occupational Safety and Health | 1.00 | l.s. | 138,587.50 | 138,587.50 |
| B.5 | Project Billboard | 2.00 | each | 6,232.50 | 12,465.00 |
| B.9 | Mobilization and Demobilization | 1.00 | l.s. | 149,572.50 | 149,572.50 |
| B.3 | Permits and Clearance | 1.00 | l.s. | 109,625.00 | 109,625.00 |
| B. EARTHWORKS | | | | | |
| 803(1)b | Structure Excavation (soft rock) | 91.20 | cu.m. | 660.22 | 60,212.06 |
| 804(1)a | Embankment from Structure Excavation | 45.60 | cu.m. | 495.94 | 22,614.86 |
| 804(4) | Gravel Bedding | 4.40 | cu.m. | 1,814.20 | 7,982.48 |
| C. PLAIN AND REINFORCED CONCRETE | | | | | |
| 900(1)a1 | Structural Concrete, Class A | 69.16 | cu.m. | 6,205.54 | 429,175.15 |
| 901(1) | Lean Concrete | 0.41 | cu.m. | 58,280.49 | 23,895.00 |
| 902(1)a1 | Reinforcing Steel (Deformed, Grade 40) | 17,652.51 | kgs. | 59.90 | 1,057,438.00 |
| 1047(1) | Structural Steel Roof Framing (Rafter) | 1.00 | l.s. | 192,287.50 | 192,287.50 |

| | | | | | |
|---|--|----------|-------|------------|------------|
| 1047(2)a | Structural Steel | 1.00 | l.s. | 337,150.00 | 337,150.00 |
| 1047(2)c | Structural Steel Roof Framing (Purlins) | 1.00 | l.s. | 105,665.00 | 105,665.00 |
| 1047(5) | Metal Structure Accessories (Steel Plates) | 31.40 | kgs. | 2,290.29 | 71,915.00 |
| 1047(3)b | Metal Structure Accessories/ Sagrods | 1.00 | l.s. | 80,880.00 | 80,880.00 |
| 1047(3)a | Metal Structure (Anchor Bolts) | 326.00 | pc | 113.34 | 36,950.00 |
| 903(2) | Formworks and Falseworks | 438.20 | sq.m. | 469.89 | 205,905.00 |
| 1046 | 100mm CHB Non Load Bearing/ Load Bearing (including Reinforcing Steel) | 248.20 | sq.m. | 1,120.77 | 278,175.00 |
| D. FINISHING AND OTHER CIVIL WORKS | | | | | |
| 1003(1)a1 | Ceiling (FICEM Board on Metal Frames) | 1.00 | l.s. | 135,550.00 | 135,550.00 |
| 1003(17) | Carpentry and Joinery Works | 1.00 | l.s. | 48,412.50 | 48,412.50 |
| 1006(5) | Wooden Louver | 1.00 | l.s. | 53,680.00 | 53,680.00 |
| 1008 | Aluminum Glass Window (Fixed Glass Window) | 12.37 | sq.m. | 5,779.81 | 71,496.25 |
| 1009(1)a | Jalousie Window | 1.00 | l.s. | 62,412.50 | 62,412.50 |
| 1016(1)b | Liquid Water Proofing | 9.93 | sq.m. | 1,375.88 | 13,662.50 |
| 1018 | Unglazed Tiles | 170.75 | sq.m. | 565.00 | 96,474.38 |
| 1018(5)a | Counter Top Finish Granite | 1.00 | l.s. | 62,877.50 | 62,877.50 |
| 1021(1)a | Plain Cement Floor Finish | 56.40 | sq.m. | 1,127.66 | 63,600.00 |
| 1027 | Cement Plaster Finish | 285.28 | sq.m. | 589.63 | 168,210.00 |
| 1032(1)a | Painting Works (Masonry/Concrete) | 334.00 | sq.m. | 776.38 | 259,312.50 |
| 1032(1)b | Painting Works (Wood Painting) | 18.00 | sq.m. | 1,405.56 | 25,300.00 |
| 1032(1)c | Painting Works (Metal Painting) | 31.00 | sq.m. | 1,320.00 | 40,920.00 |
| 1051(3) | Wooden Railings | 1.00 | l.s. | 37,412.50 | 37,412.50 |
| 1010(2)b | Wooden Panel Door | 20.00 | sq.m. | 3,745.63 | 74,912.50 |
| 1043(1) | PVC Doors and Frames | 1.00 | l.s. | 24,912.50 | 24,912.50 |
| 1053(1) | Steel Tubular (2.6mx4m Sunbuffer) | 1.00 | l.s. | 43,662.50 | 43,662.50 |
| 1014 | Prepainted Metal Sheet (Long Span with Insulation above 0.427 thick, S-Ream Profile) | 1.00 | l.s. | 66,700.00 | 66,700.00 |
| 1038(1) | Reflective Insulation | 1.00 | l.s. | 15,537.50 | 15,537.50 |
| 1018(1) | Glazed Tiles and Trims | 8.00 | sq.m. | 2,364.06 | 18,912.50 |
| 1004(2) | Finishing Hardware | 1.00 | l.s. | 31,162.50 | 31,162.50 |
| 1002(20) | Facial Mirror | 0.90 | sq.m. | 19,416.67 | 17,475.00 |
| E. ELECTRICAL | | | | | |
| 1100(10) | Conduit Works, Boxes and Fittings | 1.00 | l.s. | 37,412.50 | 37,412.50 |
| 1101(1)a | 1.6mm ² - 5.5mm ² Electric Wire (TW/THHN/TWHN2) | 2,116.00 | m | 68.38 | 144,682.50 |
| 1101(1)b | 8.0mm ² - 22mm ² Electric Wire (TW/THHN/TWHN2) | 258.00 | m | 298.11 | 76,912.50 |
| 1101(1)c | 30.0mm ² - 38mm ² Electric Wire (TW/THHN/TWHN2) | 36.00 | m | 907.29 | 32,662.50 |
| 1101(1)d | 80.0mm ² - 125mm ² Electric Wire (TW/THHN/TWHN2) | 87.00 | m | 955.17 | 83,100.00 |

| | | | | | |
|---------------------------------------|---|-------|------|-----------|----------------------|
| 1101(33) | Switches | 16.00 | pcs | 963.28 | 15,412.50 |
| 1101(21) | Single/ Duplex Convenience Outlet/ Receptacle, Grounding Type (GT)/ Heavy Duty Convenience Outlet/ Receptacles, Grounding Type (GT)/ Weather Proof Single/ Duplex Convenience Outlet/receptacles, Grounding Type (GT)/ Pop-up Type/ Floor Single/ Duplex Convenience Outlet/receptacle, Grounding Type (GT) | 51.00 | pcs | 430.88 | 21,975.00 |
| 1102(1) | Panel Boards with Main Breaker/ Branches, ATS, Main Circuit Breaker, Enclosed Circuit Breakers | 7.00 | pcs | 11,773.21 | 82,412.50 |
| 1103(1) | Lighting Fixtures | 77.00 | pcs | 906.20 | 69,777.50 |
| F. FIRE PROTECTION | | | | | |
| 1202(a1) | Fire Extinguisher | 11.00 | pcs | 3,427.05 | 37,697.50 |
| 1208(2) | Battery Operated Smoke Detector | 1.00 | l.s. | 44,947.50 | 44,947.50 |
| 1208(3) | Battery Operated Heat Detector | 1.00 | l.s. | 44,947.50 | 44,947.50 |
| G. PLUMBING AND SANITARY WORKS | | | | | |
| 1002 (4) | Plumbing Fixtures | 19.00 | pcs | 4,403.29 | 83,662.50 |
| 1001 (9) | Storm Drainage and Downspout | 1.00 | l.s. | 77,150.00 | 77,150.00 |
| 1002 (2) | Polypropylene Random Copolymer (PPR-C) Pipe and Fittings PN16/PN20 | 23.00 | pcs | 1,164.67 | 26,787.50 |
| 1001 (1)a | 50mmØ - 100mmØ PVC Pipe and Fittings, Series 1000 | 27.00 | pcs | 1,181.02 | 31,887.50 |
| OVER-ALL TOTAL | | | | | P5,789,518.19 |

WHEREAS, the Works comprised in this Contract shall be completed within ONE HUNDRED EIGHTY (180) 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.

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.

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

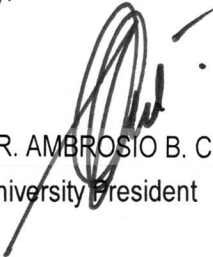
GEG BUILDERS AND
CONSTRUCTION SUPPLIES

ENTITY

CONTRACTOR


By:

By:



DR. AMBROSIO B. CULTURA II
University President


MR. ELEAZAR G. GARGAR
Proprietor

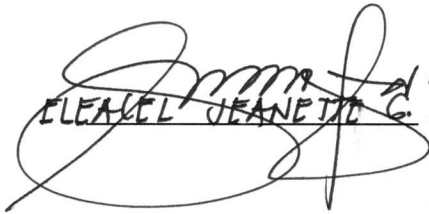
Certified as to Availability of Funds:


MS. JANICE C. VECINA
Accountant, STF

- WITNESSES -


KENNETH M. KEMPIS

and


ELEZEL JEANETTE G. BUSTALINO

REPUBLIC OF THE PHILIPPINES)
CITY OF CAGAYAN DE ORO) S.S.

ACKNOWLEDGMENT

DEC 21 2020

BEFORE ME this _____ day of December, 2020, in the City of Cagayan de Oro, personally appeared DR. AMBROSIO B. CULTURA, II and MR. ELEAZAR G. GARGAR, with the following proofs of identity:

DR. AMBROSIO B. CULTURA, II : PRC Registration No. 0003037
MR. ELEAZAR G. GARGAR : Passport No. P0444467B

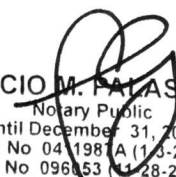
issued by official agency to establish their respective identities as very same persons who executed the above Contract Agreement, known to me and known to be the same persons who executed the foregoing agreement and acknowledged to me that the same is their free and voluntary act and deed as well as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

This instrument consisting of six (6) 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

Doc. No. 415
Page No. 83
Book No. 141
Series of 2020.


TIBURCIO M. PALASAN JR.
Notary Public
Until December 31, 2021
PTR No. 041987A (13-2020)
IBP No. 096853 (28-2019)
Roll No. 37410
TIN No. 130-295-972
MCLE Comp Cert No. VI-003957 11 3 2017



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for USTP-Alubijid*

