

**CONTRACT AGREEMENT**

12 DEC 2022

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, between the **ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY (ISAT U)**, La Paz, Iloilo City Campus, a public institution of higher learning, organized and existing under Republic Act No. 10595, with office address at Burgos Street, La Paz, Iloilo City, Philippines, represented herein by **DR. RAUL F. MUYONG**, in his capacity as **SUC PRESIDENT III** (hereinafter called the "ISAT U") and **FIRST MAKEEN CONSTRUCTION** with office address at Lot 2 Capricorn Cor. Libra Sts., Carmel V Tandang Sora, Quezon City Philippines, hereinafter referred to as the "**CONTRACTOR**", represented by **ANICETO D. FERNANDEZ III**, in his capacity as Proprietor. (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **LABOR AND MATERIALS FOR THE CONSTRUCTION OF THE PROPOSED PENTHOUSE (STUDENT SERVICES BUILDING)** (hereinafter called "the Works") and the Entity has accepted the Bid of **FIVE MILLION FOUR HUNDRED THOUSAND PESOS ONLY (PHP 5,400,000.00)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

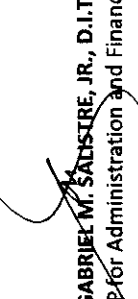
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Philippine Bidding Documents (PBDs);
    1. Drawings/Plans;
    2. Specifications;
    3. Bill of Quantities;
    4. General and Special Conditions of Contract;
    5. Supplemental or Bid Bulletins, if any;
  - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 

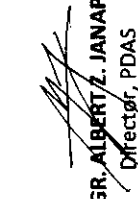
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - c. Performance Security;
  - d. Notice of Award of Contract and the Bidder's conforme thereto;
  - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

  
**ENGR. DANILE ROSEGEROY**  
 Authorized Representative

  
**ENGR. ANICETO D. FERNANDEZ, III**  
 Proprietor

  
**RAUL F. MUYONG, Ed. D.**  
 SUC President III

  
**GABRIEL M. SALUSTRE, JR., D.I.T.**  
 VP for Administration and Finance

  
**ENGR. ALBERT Z. JANAPON**  
 Director, PDAS

**ARTICLE I  
(Scope of Work)**

The **CONTRACTOR**, in consideration of the payment to be made by the **ISAT U** as specified herein, hereby covenants and agrees to execute and complete the works at cost and conformity in all respect with provisions of this contract and shall provide all the materials, equipment and labor needed and necessary in the completion of the project as a **lump sum contract** for the following but not limited to the herein items of works:

**PROGRAM OF WORKS**

<b>Project Description:</b> Labor and Materials for the Construction of the Proposed Penthouse (Student Services Building) , Structural for Roof Framing, Architectural Works, Electrical Plumbing, Electronics and Mechanical in accordance to the working drawings from Col. Grid 1-7, Col. Grid A-C) as per plan and specifications as described in the scope works.					
<b>Item No.</b>	<b>Scope of Work</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Amount</b>
I.	<b>GENERAL REQUIREMENTS</b> Temporary Facilities; Testing of Materials; Professional Fees and permits as per approved POW, Plans and Specifications.	1	lot	639,744	639,744
II.	<b>WALLS, CONCRETE AND PLASTERING (Grid 1-6, A-E)</b> Perimeter Walls at Propose Penthouse Floor, Stairs to Upper Deck, Additional Slab at Upper Deck, Retrification of 3F Plantbox and Plantbox Concrete Curb at Research Hub as per approved POW, Plans and Specifications.	1	lot	468,643.84	468,643.84
III.	<b>FORMWORKS , STAGING &amp; SCAFFOLDING</b> Concreting of Concrete Perimeter Wall and Concreting of Additional Slab at Upper Deck as per approved POW, Plans and Specifications.	1	lot	388,487.68	388,487.68
IV.	<b>STEEL WORKS.</b> Steel Works of Wide Flange Post, Beams and Roof Beams, Stairs to Upper Deck and Additional Slab at Upper Deck , Metal Frames for Aluminum Composite Panels, Metal Frames for Walling at GL 1-2 AND GL A-B, and Roof Framings of Penthouse Floor and Stairs to Upper Deck as per approved POW, Plans and Specifications.	1	lot	827,427.33	827,427.33
V.	<b>CARPENTRY WORKS</b> Walling Works at Partition Walls and Ceiling works at Toilets and Offices at GL 4-7, A-D as per approved POW, Plans and Specifications.	1	lot	319,545.86	319,545.86
VI.	<b>DOORS AND WINDOWS</b> Doors and Windows at Propose Penthouse Floor as per approved POW, Plans and Specification	1	lot	79,152.64	79,152.64
VII.	<b>FLOOR FINISHES</b> 60 X 60 Floor Tiles, 60 X 60 nonskid Floor Tiles, Granite Slab 0.60 x 2.40m, Tile Adhesive, Water proofing, Grout, Nosing	1	lot	438,086.66	438,086.66
VIII.	<b>WALL FINISHES</b> 600mm x 600mm Glazed Tiles, Tile Adhesive, Gout	1	lot	67,662.34	67,662.34
IX.	<b>ROOFING</b> 0.4m x 1.133m G.I. corr type Long Span roofing, flashing 8ft, End Fascia 8ft, Gutter 8ft, 10mm dia.	1	lot	244,758.53	244,758.53

*[Signature]*  
ENGR. DANIE ROSE GEROY  
Authorized Representative

*[Signature]*  
ENGR. ANICETO D. FERNANDEZ, III  
Proprietor

*[Signature]*  
RAUL MUYONG, Ed. D.  
SUC President III

*[Signature]*  
GABRIEL M. SALISTRE, JR., D.I.T.  
VP for Administration and Finance

*[Signature]*  
ENGR. ALBERT Z. JANAPON  
Director, PDAS

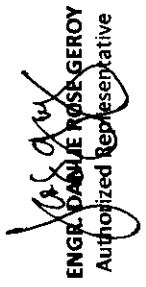
	Sagrod with tensioner 6.00 meter, Texscrew, Touch Paint, Blind Rivet, Elasto Seal, Drill Bit					
X	<b>PAINTING WORKS</b> Finishing Paint, Davies 500, Sandpaper, Mesh Tape 2", Hardie Putty, 2" Paint Brush, 4" Paint Brush, 3/4 " masking Tape, Restoration of Painting works and items not in BOQ to complete scope of works.	1	lot	149,637.38	149,637.38	
XI	<b>SPECIALTY WORKS</b> 5' X 6' Phenolic partitions, Adjustable Legs, Rising Hinges, U-Channel, Everglades robe hook, Indicator Angle Bracket, Handle, Top rail, Corner Profile, 4' x 8' ACP	1	lot	147,103.49	147,103.49	
XII	<b>PLUMBING</b> Provisions for 2 common toilets and PWD toilet Proposed Penthouse Floor	1	lot	559,888.90	559,888.90	
XIII	<b>ELECTRICAL</b> Lighting Fixtures, Wiring Devices, Wires and Cables, Conduit, Boxes, Elbows, Others, Panel Boards and Conduit Breakers	1	lot	294,702.46	294,702.46	
XIV	<b>ELECTRONICS</b> ( CCTV and Fire Alarm System)	1	lot	160,312.32	160,312.32	
XV	<b>MECHANICAL</b> Air conditioning and Ventilation, Fire protection System	1	lot	614,846.59	614,846.59	
<b>TOTAL COST OF PROJECT</b>					5,400,000.00	
<b>BREAKDOWN OF BUILDING CONSTRUCTION COST</b>						
<b>GENERAL REQUIREMENTS</b>				510,000.00		
<b>DIRECT COST</b>				<b>Total Material Cost</b>		2,829,465.00
				<b>Total Labor Cost</b>		965,600
				<b>Total Direct Cost</b>		<b>4,305,065.00</b>
<b>INDIRECT COST</b>				<b>O.C.M. and Profit</b>		516,607.80
				<b>Tax</b>		578,327.20
<b>TOTAL COST OF PROJECT</b>					<b>5,400,000.00</b>	

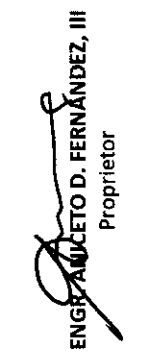
**ARTICLE II**  
(Mobilization Cost and Recoupment)

The **CONTRACTOR** may request for an advance payment of fifteen percent (15%) of the total contract price as mobilization fund within 15 days upon commencement of work. The advance payment made for mobilization shall be fully recouped during payment of progress billing within fifty percent (50%) of the work accomplished.

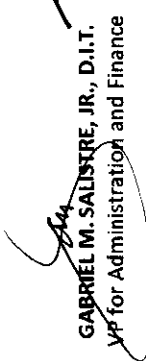
**ARTICLE III**  
(Completion Time)

The **CONTRACTOR** shall perform and complete all the works specified in the contract within **ONE HUNDRED FIFTY (150)** Calendar Days, which will commence **ten (10)** days upon receipt of the Notice to Proceed.

  
ENGR. DANJIE ROSE-GEROY  
Authorized Representative

  
ENGR. RUBEN D. FERNANDEZ, III  
Proprietor

  
RAUL F. MUYONG, Ed. D.  
SUC President III

  
GABRIEL M. SALUSTRE, JR., D.I.T.  
VP for Administration and Finance

  
ENGR. ALBERT Z. JANAPON  
Director, PDAS

ARTICLE IV  
(Contractor's Warranty of Works)

The **CONTRACTOR** guarantees that all materials it will supply under this agreement are brand new, free from defects and strictly in accordance with the Technical Specifications on the quality of the materials and workmanship.

The **CONTRACTOR** shall assume full responsibility for the contract of work from the time the project construction commenced up to its final acceptance by the **ISAT U** and shall be responsible for any damage or destruction of works except those occasioned by force majeure as provided in Section 62.2.3.2 of the Revised IRR of R.A. No.9184. Likewise, Section 62.2 of the Revised IRR of R.A. No. 9184 shall be observed.

The **CONTRACTOR** undertakes at its own expense to undertake all repairs and/or replacement of materials, facilities and equipment or parts thereof which are found by the **ISAT U** to be defective and which are brought to the attention of the **CONTRACTOR** within thirty (30) days from the discovery thereof.

Within a period of twelve (12) months after the completion and final acceptance of the Project, the **CONTRACTOR** shall remain liable for any damage/s discovered on the works due to faulty construction methods or the use of materials of inferior quality or violation of the terms and conditions of this contract. Any defect in the Project brought to the attention of the **CONTRACTOR** shall be corrected or replaced without any additional cost on the part of the **ISAT U**.

ARTICLE V  
(Liquidated Damages)

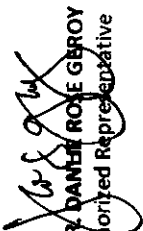
Where the **CONTRACTOR** refuses or fails to satisfactorily complete the work within specified contract time ,plus any time extension duly granted and is in default under the Contract, the **CONTRACTOR** agrees to pay the **ISAT U** for liquidated damages equal to one tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, the **ISAT U** may rescind the contract without prejudice to other courses of action and remedies to open to it.

ARTICLE VI  
(Settlement of Disputes)


The settlement of disputes or differences of any kind whatsoever that arises between the parties in the connection with the implementation of the Contract shall be settled in accordance to Rule XVII (Settlement of Disputes) of the Revised IRR of R.A. No. 9184.

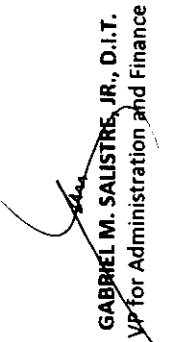
3. In consideration for the sum of **FIVE MILLION FOUR HUNDRED THOUSAND PESOS ONLY (PHP 5,400,000.00)** or such other sums as may be ascertained, **CONTRACTOR** agrees to a **LABOR AND MATERIALS FOR THE CONSTRUCTION OF THE PROPOSED PENTHOUSE (STUDENT SERVICES BUILDING)** in accordance with its Bid.

4. The **ISAT U** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

  
ENGR. DANIEL ROSE GROY  
Authorized Representative

  
ENGR. RENATO D. FERNANDEZ, III  
Proprietor

  
RAUL F. MUYONG, Ed. D.  
SUC President III

  
GABRIEL M. SALUSTRE, JR., D.I.T.  
VP for Administration and Finance

  
ENGR. ALBERT T. JANAPON  
Director, PDAS

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

**ILOILO SCIENCE AND TECHNOLOGY  
UNIVERSITY (ISAT U)**

**FIRST MAKEEN CONSTRUCTION**

By

By:

  
**RAUL F. MUYONG, Ed. D.**  
SUC President III

  
**ENGR. ANCETO D. FERNANDEZ III**  
Proprietor

WITNESSETH:

  
**ALBERT Z. JANAPON**  
Director, PDAS

  
**ENGR. DANLIE ROSE GEROY**  
Authorized Representative

  
**GABRIEL M. SALISTRE, JR., D.I.T.**  
Vice President for Administration and Finance

REPUBLIC OF THE PHILIPPINES:  
CITY OF ILOILO, **AKLAN** : S.S  
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**ACKNOWLEDGMENT**

Before me, a Notary Public, in the City **AKLAN** this \_\_\_\_\_ day of \_\_\_\_\_, 2022 personally appeared the following persons who exhibited their identification cards to establish their identities, to wit:

	Name	Government ID	Place Issued	Date Issued
1	<b><u>RAUL F. MUYONG, Ed. D.</u></b>	Passport No. <u>0686746B</u>	<u>DFA Iloilo</u>	<u>15 Feb 2019</u>
2	<b><u>ENGR. ANICETO D. FERNANDEZ III</u></b>	PRC No. <u>67321</u>		

They are known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free, voluntary act and deed as well as the voluntary act of the institution / agencies they represent.

The instrument consists of Five (6) pages including this page wherein this acknowledgement is written and duly signed by the parties and their witnesses on each and every page hereof.

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

*[Handwritten Signature]*  
**ATTY. MAREATHON M. PERALTA**  
 Notary Public  
 Commission No. 33, 12513, 2015  
 Commission Expires on December 31, 2019  
 Roll of Attorneys No. 51144/March 17, 2012  
 Lifetime Membership No. 010714, Aven Center  
 PRC No. 7742715/January 23, 2012/Ranoc, Aklan  
 MLE Compliance No. 75-00005-37 dated 04-14-2025  
 The Law Offices of Peralta and Bucayan  
 Unit 202, 215 The Wharf, Cebu Building,  
 General Aven, Kalibo, Aklan

Doc No. 413 ;  
 Page No. 9/2 ;  
 Book No. Ux 2011 ;  
 Series of 2022 .