

## CONTRACT OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this JUL 22 2019 day of July 2019 at Tabaco City, Philippines by and between

The **City Government of Tabaco** represented herein by the Local Chief Executive, **CIELO KRISEL LAGMAN-LUISTRO** with office address at Second Floor, Tabaco City Hall, Tabaco City and hereinafter referred to as the **OWNER**

-and-

**QDC CONSTRUCTION & SUPPLY**, a company duly organized and existing by virtue of the Laws of the Republic of the Philippines with office address at 43 Orendain St., Tagas, Daraga, Albay, represented herein by its proprietor **JANET R. JACOB**, hereinafter referred to as the **CONTRACTOR**.

### WITNESSETH:

**WHEREAS**, the **OWNER** is desirous that certain works, **Supply of Labor, Materials and Equipment for the Repair / Rehabilitation of Bongon Hall & Lagman Gymnasium, TNHS Compound, Bangkilingan, Tabaco City under Contract ID No. 009-05-2019-INFRA**, should be executed by the **CONTRACTOR**, and has accepted the Bid of the **CONTRACTOR** for the execution and completion of such works and remedying of any defects therein;

**WHEREAS**, the above-mentioned project has been undertaken through Public Bidding last March 11, 2019;

**WHEREAS**, the total amount of award for the completion of the works is **Four Million Nine Hundred Thirty-Seven Thousand One Hundred Sixty Pesos and Eighty-Nine Centavos (Php 4,937,160.89)**.

**WHEREAS**, the whole **WORKS** in this **PROJECT** as covered by this **CONTRACT** shall be completed within **120 calendar days** in accordance with the provisions of the Bid Documents.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents are attached and made integral parts of this Contract.
  - a. Approved Program of Work
  - b. Contract Agreement
  - c. Bidding Documents
  - d. Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted
  - e. Performance Security
  - f. Notice of Award
  - g. Other Contract Documents required by existing laws, including but not limited to the Construction Safety Health Program Approved by the DOLE.
3. That in consideration of the Payments to be made by the **OWNER** to the **CONTRACTOR** as hereinafter mentioned the **CONTRACTOR** hereby covenants with the **OWNER** to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of this **CONTRACT**.
4. That the **OWNER** hereby covenants to pay the **CONTRACTOR** in consideration of the execution and completion of the **WORKS** at the unit prices agreed in the **TENDER**, at the time in the

manner prescribed by the CONTRACT and specified in the BID. It is understood that the quantities listed in the proposal do not govern final payment; hence payment to the CONTRACTOR will be made only for actual quantities performed in accordance with the plans and specifications and accepted by the OWNER.

The following items and quantities are included in the scope of work:

| Item No.   | Description of Work to be Done                  | Quantity | Unit         | Unit Price (Php) | Amount (Php)        |
|------------|-------------------------------------------------|----------|--------------|------------------|---------------------|
| <b>I</b>   | <b>Repair / Rehabilitation of Bongon Hall</b>   |          |              |                  |                     |
|            | A Carpentry Works                               | 720.98   | sq.m.        | 1,834.00         | 1,322,277.32        |
|            | B Roofing Works                                 | 104.76   | sq.m.        | 1,441.00         | 150,959.16          |
|            | C Painting Works                                | 3,500.12 | sq.m.        | 391.00           | 1,368,546.92        |
|            | D Surface Preparation                           | 371.68   | sq.m.        | 189.00           | 70,247.52           |
|            | E Doors and Windows                             | 36.96    | sq.m.        | 5,333.00         | 197,107.68          |
|            | F Tile Works                                    | 620.28   | sq.m.        | 1,430.00         | 887,000.40          |
|            | G Plastering Works                              | 33.19    | sq.m.        | 215.00           | 7,135.85            |
|            | H Plumbing Works                                | 1.00     | lot          | 39,244.00        | 39,244.00           |
|            | I Electrical Works                              | 1.00     | lot          | 174,967.00       | 174,967.00          |
| <b>II</b>  | <b>Repair / Rehabilitation of Lagman Gym</b>    |          |              |                  |                     |
|            | A Windows                                       | 96.00    | sq.m.        | 3,356.00         | 322,176.00          |
|            | B Plastering Works                              | 63.36    | sq.m.        | 239.00           | 15,143.04           |
|            | C Electrical Works                              | 1.00     | lot          | 138,742.00       | 138,742.00          |
| <b>III</b> | <b>Bunkhouse and other Facilities</b>           | 4.00     | month        | 9,057.00         | 36,228.00           |
| <b>IV</b>  | <b>Occupational Safety &amp; Health Program</b> | 4.00     | month        | 49,568.00        | 198,272.00          |
| <b>V</b>   | <b>Fab/Inst. Of Billboards</b>                  | 1.00     | unit         | 9,114.00         | 9,114.00            |
|            |                                                 |          | <b>Total</b> |                  | <b>4,937,160.89</b> |

5. The 2016 Revised Implementing Rules and Regulations (IRR) of R.A. 9184 and other existing laws, decrees, executive and administrative orders, circulars issued by the proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contract adopted and approved by the Government, shall be made and formed as Integral part of the CONTRACT.
6. That the CONTRACT shall not effect until the CONTRACTOR has furnished and delivered to the OWNER a Performance Bond that is fully acceptable to the OWNER in the form and amount as required in the Instruction to Bidders.
7. In case the CONTRACTOR refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the CONTRACT, the CONTRACTOR shall pay the GOVERNMENT for liquidated damages, and not by way of the penalty, an amount equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay until the work is completed and accepted or taken over by the Government.
8. In case the CONTRACTOR lags behind schedule in his work and incurs 15% or more negative slippage, based on his approved PERT/CPM, the OWNER may, at his discretion, terminate the contract pursuant to existing laws, rules and regulations.
9. The contractor shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare as per Memorandum of Regional Director dated April 03, 2001 Governing Occupational Safety and Health in the Construction Industry as per D.O. #13s-1998 of DOLE.
10. That the CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employee of the OWNER (or any Philippine Government instrumentality) to secure this CONTRACT.
11. The Joint Guidelines on Change Order, Extra Work, etc. as provided under pertinent provisions of the Implementing Rules and Regulations (IRR) of RA 9184 are hereby incorporated as part of this CONTRACT.

12. It is the responsibility of the CONTRACTOR to be held liable for the structural defects and damages within the warranty period prescribed under Section 62 of IRR of RA 9184.

13. If any dispute or difference of any kind whatsoever arises between the OWNER, or the ENGINEER and the CONTRACTOR in connection with or arising out of the CONTRACT, or carrying out of the WORKS, it shall first be referred to and settled by the ENGINEER. However, if the decision of the ENGINEER is not satisfactorily either to the OWNER or the CONTRACTOR, such dispute may be submitted to and settled by the Construction Industry Arbitration Commission (CIAC) created by Executive Order No. 1088.

14. This agreement becomes binding and valid upon approval by the proper authorities.

IN WITNESS THEREOF, the PARTIES aforesaid have hereunto affixed their signing on the date first above written.

For and In-behalf of:

**THE CONTRACTOR**

Signed, Sealed and Delivered  
by:

  
**JANET R. JACOB**  
Contractor

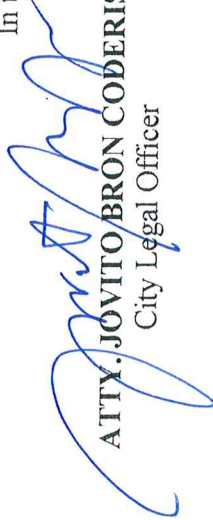
QDC Construction & Supply

**THE OWNER**

Signed, Sealed and Delivered

  
**CIELO KRISEL LAGMAN-LUISTRO**  
City Mayor

In the Presence of:

  
**ATTY. JOVITO BRON CODARIS, JR.**  
City Legal Officer

  
**LUIS B. MELGAR**  
City Accountant

Republic of the Philippines  
Province of Albay) S.S.  
Mun/City LEGAPI CITY

**ACKNOWLEDGEMENT**

Before me, Notary Public for and in the Province of Albay including the City of LEGAPI CITY, personally appeared **CIELO KRISEL LAGMAN-LUISTRO** with **DRIVER'S LICENSE NO. X01-03-054919; issued on APRIL 03, 2017** in her capacity as City Mayor, City of Tabaco and **JANET R. JACOB** with Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ representing **QDC Const. & Supply** to me and known to be the same persons who executed the foregoing Contract and Agreement and they acknowledge to me that the same is their true act and deed for in behalf of the PARTIES they represent

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this \_\_\_\_\_ day of JUL 22 2019 Philippines.

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**RITCHIE R. REGALA**  
Notary Public Within the Province of Albay  
And the City of Legazpi Until December 31, 2020  
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Lifetime IBP No. 02929, 5/2/02  
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