



**CONTRACT**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made this 28<sup>th</sup> day of November 2018 between:

**CAMARINES SUR POLYTECHNIC COLLEGES** (hereinafter called the "COLLEGE"), with postal address at Nabua, Camarines Sur;

and

**RFC GENERAL CONSTRUCTION** (hereinafter called the "CONTRACTOR"), with business address at 48 Peñaranda St., Brgy., 39 Legazpi City, Albay.

NOW this CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

WHEREAS, the COLLEGE is desirous that the CONTRACTOR executes the Project: Improvement of Various Civil Works (Lot – 1 Provision of Mini Materials Recovery Facility) hereinafter called the "Works" to be completed within **SIXTY (60) calendar days upon receipt of the Notice to Proceed** and the COLLEGE has accepted the bid offer of the CONTRACTOR being determined as the lowest calculated and responsive bid for the execution and completion of the Works prescribed and specified below, in the amount of **SIX HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-SEVEN PESOS & 99/100 (P 677,377.99)**.

Item No.	Description	Qty	Unit	Unit Price	Amount
1.	<b>GENERAL REQUIREMENTS</b>				
a.	<b>Mobilization/Demobilization</b>				
	Pre-construction works and post-construction works, closing out and disposing offsite of debris and excess materials. Including use of equipment, tools and supplies and other work formalities.	1.00	lot	18,000.00	18,000.00
b.	<b>Construction Safety and Health</b>				
	Construction Safety and Health program including all manpower, facilities and equipment such as PPE, accessories, safety signs and others.	1.00	lot	5,000.00	5,000.00
c.	<b>PROJECT PHOTOGRAPHS</b>				
	Provision of progress photographs for billing, monitoring and documentation purposes.	1.00	lot	3,000.00	3,000.00
d.	<b>Hauling of Waste Materials</b>				
	This item includes all post construction works and clean up	1.00	lot	10,000.00	10,000.00
2	<b>REINFORCED CONCRETE WORKS</b>				



	Provide and cast insitu cement concrete as specified in the drawings complete with necessary reinforcement, ties, splice, anchorage , shuttering, and accessories, including curing and other works according to specifications.				
a.	<b>Footing</b>	1.00	lot	50,000.00	50,000.00
b.	<b>Column</b>	1.00	lot	40,000.00	40,000.00
c.	<b>Slab on Fill</b>	1.00	lot	65,000.00	65,000.00
3.	<b>STEEL WORKS</b>				
a.	<b>Storage Box</b>	2.00	sets	29,160.78	58,321.56
	Provide and install storage box and other accessories as shown in drawing and specification and including at least of the following:				
	<b>Steel Matting</b>				
	G.I Pipe 1 ¼" s40				
	Flat G.I Sheet #20				
b.	<b>Steel Grills</b>	1.00	lot	85,138.72	85,138.72
	This includes provision and installation of steel grills and all ancillary works necessary for its completion which includes at least the following:				
	12mm Square Bar				
	2" diameter G.I Pipe				
	1 1/4 " diameter G.I Pipe				
	Welding Rod				
	Other Accessories				
c.	<b>Railings</b>	1.00	lot	56,515.82	56,515.82
	Supply and install railings including al ancillaries to the work according to approved plans and specification and including at least of the following:				
	2" diameter G.I Pipe				
	1 1/4 " diameter G.I Pipe				



	Welding Rod				
	Other Accessories				
<b>4.</b>	<b>METAL ROOFING WORKS</b>				
<b>a.</b>	<b>Metal Truss and Accessories</b>				
	Provide and install roof framing complete with members, gussets, fasteners, connections, welding and other accessories as shown in the drawing and specifications.	1.00	lot	91,958.27	91,958.27
<b>b.</b>	<b>G.I Roofing</b>				
	Provide and install Pre-painted Metal roofing Sheet, Long Span Corrugated G.I roofing Sheet Gauge 24 and all accessories according to drawings and specifications.	1.00	lot	107,576.00	107,576.00
<b>5.</b>	<b>ELECTRICAL WORKS</b>				
	Provide and install complete electrical system lines and all ancillaries according to approved plans, specifications and engineer's instruction, including the following:	1.00	lot	56,131.62	56,131.62
	20 AMPs, 2P 240V CB with enclosure				
	3.5mm <sup>2</sup> THHN Wire				
	20mm dia. PVC Pipe				
	1 Gang Switch (Wide Series Panasonic)				
	3 Gang Switch (Wide Series Panasonic)				
	Utility Box				
	Junction Box				
	T8, LED Tube and Box Type Set				
	Service Entrance Cap, 20mm dia.				
	Secondary Rack, 1 spool				
	Adapter with Lock, 20 mm dia.				
<b>6.</b>	<b>RESTORATION OF AFFECTED PORTION AND ANCILLARY WORKS</b>				
	This item includes all restoration works of all portion damaged during the installation of the roll up and grills also includes performance of all	1.00	lot	30,736.00	30,736.00



	works that is not specified but are ancillary to the completion of the project and shall include at least the following:				
	Restoration Works				
	Painting Works				
	Ancillary Works				
		<b>TOTAL</b>			<b>P 677,377.99</b>

1. In this CONTRACT AGREEMENT, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Contract Agreement:
  - a. Bidding Documents, containing among others; Invitation to Apply for Eligibility and to Bid; Instructions to Bidders; Bid Data Sheet; General and Special Conditions of Contracts; and Drawings/Plans marked as "Annex A";
  - b. Addendum and/or Supplemental Bid Bulletin, if any,
  - c. Eligibility and Technical Documents, marked as "Annex B";
  - d. Financial Bid Offer, marked as "Annex C";
  - e. Duly Approved BAC Resolution Recommending Award to the Contractor as the Lowest Calculated and Responsive Bidder, marked as "Annex D";
  - f. Notice of Award of Contract and Contractor's Conforme thereto, marked as "Annex E";
  - g. Performance Security, marked as "Annex F";
  - h. Credit line of the Contractor, if any,
  - i. Other contract documents that maybe required by existing laws and/or the College.
3. In consideration of the payments to be made by the COLLEGE to the contractor as hereinafter mentioned, the CONTRACTOR hereby covenants with the COLLEGE to execute and complete the works in conformity with the provisions and conditions of this CONTRACT and warrant that it is free from any defects.
4. The CONTRACTOR agrees to complete the works as shown in the design and build plans according to the parameters previously stated in the Bid Documents and consequently offered by the Contractor, include securing of the permit, license and others as necessary for the completion of the project, (e.g. net metering).
5. It shall be the obligation of the Contractor to secure the areas affected by the completion of the works which includes but not limited to the installation of appropriate warning and road signs, proper maintenance of the walk ways and roads affected by the works, and ensuring the safety of the students, personnel and the public. In the event of Contractor's failure to provide the above mentioned, the College will perform said work for the Contractor's cost and shall be deducted from the Contractor's collection payment vouchers.



6. It shall be the Contractor's obligation to secure all the necessary building permits, licenses and all other pertinent documents required for the completion of the works and provide the College As-Built plan duly signed by the Project Engineer;
7. The CONTRACTOR warrants that he shall not employ, directly or indirectly any employee of the College in the course of the implementation of the project and further warrants that he has not given nor promised to give any money or gift to any employee of the COLLEGE to secure this contract.
8. The Contract price shall be as agreed upon and hereinafter mentioned in this Contract and no further cost may be collected from the College to cover the following but not limited to increase of prices of construction supplies, materials, equipment and labor.
9. The CONTRACTOR hereby agrees to pay for the electricity and water expenses to be consumed during the construction period.
10. The CONTRACTOR agrees to allow students on their field work/on-the-job training free access to the project site in close coordination with their respective instructors and supervising engineers.
11. The Contractor shall finish and complete the works called for under this Contract within the time stipulated upon and the Contractor hereby covenants and agrees to pay the College liquidated damages equivalent to the One-Tenth of One Percent (1/10 of 1%) of the cost of the unperformed portion of the works for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the College shall rescind the contract, without prejudice to other courses of action and remedies open to it.
12. Any sum which may be payable to the College for such liquidated damages may be deducted from the Contractor's collection vouchers or retained by the College from any balance of whatever nature which may be due the Contractor when any particular works called for under this Contract shall have been finished or completed;
13. The lawful occupation by the College of any completed portion of the Works subject of this Contract shall not be deemed as a waiver of whatsoever rights and/or remedies the College may have or is entitled to under the law and/or under the terms and conditions of this Contract, nor shall it diminish whatever liability the Contractor may incur for the liquidated damages provided herein with respect to the delays in the completion of the works;
14. The obligation of the Contractor to pay damages due to unexcused delays shall not relieve it from the obligation to complete and finish the performance of the Works, and to secure the final certificate of inspection from the proper government authorities;
15. If the works are suspended for an unreasonable length of time, without any justifiable cause by the Contractor, such suspension shall be taken as abandonment of the Works, and the College shall have the right to declare



the Contractor in default; and the former shall be entitled to charge against the Contractor's Performance Bond all forms of damages it may suffer and to hire another Contractor to finish the Works. Suspension of the Works for at least fifteen days shall be deemed unreasonable;

16. Both parties mutually agree to observe strictly and comply all provisions stated in the General and Special Conditions of Contract (Annex A) such as, but not limited to: possession of site; contractor's obligations; performance security; sub-contracting; liquidated damages; contractor's risk and warranty security; required insurances; contract termination, its causes and procedures; resolutions of disputes; variation orders; program of work; defect

Liabilities advance payment; progress payment; retention and, Provisions of R.A 9184.

17. The contractor and his workforce are required to abide by the "no smoking policy" of the College as per Administrative Order No. 02, s. 2014; and the policy on littering and maintenance of the cleanliness of the surroundings as per Administrative Memorandum No. 039, s. 2014. It is understood that the contractor shall be responsible in putting signages within the construction premises.

IN WITNESS whereof, the parties hereto have caused this CONTRACT AGREEMENT to be executed the day and year first above written.


Signed, sealed, and delivered by DR. DULCE F. ATIAN, President (for the COLLEGE).

Signed, sealed, and delivered by MR. MARTIN REY B. CARILLO, Proprietor/Owner/Manager (for the CONTRACTOR).

Binding Signature of the COLLEGE

  
**DR. DULCE F. ATIAN**  
SUC President III

Binding Signature of the CONTRACTOR

  
**MARTIN REY B. CARILLO**  
Proprietor/Owner/Manager

SIGNED IN THE PRESENCE OF:

  
**MS. MARIA FRANCISCA S. ABACA**  
Accountant I

  
**MR. FERDINAND B. VALENCIA**  
VP for Administration

  
**ARCH. MARY ANN A. MARTINEZ**  
Physical Planning Officer



**ACKNOWLEDGEMENT**


REPUBLIC OF THE PHILIPPINES)  
LEGAZPI CITY) S. S.  
)

BEFORE ME, the undersigned notary public, for and in the Province of \_\_\_\_\_, this JAN 11 2019 day of \_\_\_\_\_ at LEGAZPI CITY appeared.

DR. DULCE F. ATIAN, with Community Tax Certificate No. 16606097 issued at Nabua, Camarines Sur on January 8, 2018 and MARTIN REY B. CARILLO, with Community Tax Certificate No. 05357462 issued at DARAGA, ALBAY on JANUARY 11, 2019 known to me to be the same persons who executed and signed the foregoing instrument consisting of seven (7) pages, including this page, signed by the parties and acknowledged to me that the same is their free and voluntary act and deed of the principal they represent.

WITNESS MY HAND AND SEAL at the place and date above mentioned.

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Book No. 13  
Series of 2019

  
ATTY. DANILAO A. LAFUENTE  
NOTARY PUBLIC  
Until DECEMBER 31, 2020  
PTR No. 4619150 01/04/19  
IBP No. 055648 11/28/18  
Roll of ATTY No. 32829  
2<sup>nd</sup> Floor Pecson Bldg.  
Cabangan, Legazpi City