

CONTRACT AGREEMENT

MAY 31 2018

THIS AGREEMENT, made this ____ day of **March 2018** between **BULACAN STATE UNIVERSITY**, Guinhawa, City of Malolos, Bulacan 3000 of the Philippines represented by **Dr. CECILIA N. GASCON**, University President (hereinafter called "the Entity") and **ENRIQUE O. OLONAN & ASSOCIATES**, 38 Xavierville Ave., Loyola Heights, Quezon City represented by **Arch. ENRIQUE O. OLONAN**, Authorized Representative/Principal Architect (hereinafter called "the Consultant").

WHEREAS, the Entity is desirous that the Consultant execute the **(RE-BIDDING) PROCUREMENT OF TECHNICAL AND PROFESSIONAL SERVICES FOR THE PROPOSED 4-STOREY BUILDING TO HOUSE TLE AND INTERNATIONAL SERVICES** (hereinafter called "the Works") and the Entity has accepted the bid for **ONE MILLION THREE HUNDRED THOUSAND TWO HUNDRED PESOS (Php 1,300,200.00)**, by the Consultant for the execution and completion of such Consulting Services 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 the Contract referred to.

2. **DURATION OF THE CONTRACT**

This work shall be for **Sixty (60) Calendar Days** and shall commence within Ten (10) days from the date the Bulacan State University issues the Notice to Proceed to the Highest Rated Responsive Bid (HRRB).

- 2.1 Stage I – Design Phase with soft and printed copy of Structural, Electrical, Mechanical, Electronics and Communications, and Sanitary Engineering Design: Computations on A4 & CAD files on 30" x 40" paper format.
- 2.2 Stage II – Bill of Quantities for all Structural, Electrical, Mechanical, Electronics and Communications, and Sanitary Engineering Works.
- 2.3 Stage III – Technical Specifications for all Structural, Electrical, Mechanical, Electronics and Communications, and Sanitary Engineering Works.

3. **SCOPE OF SERVICES**

- 3.1 The CONSULTANT shall submit to the **PMO**, within seven (7) days from receipt of the Notice to Proceed (NTP), the detailed approach, work plan and schedule under Sections 2.1 to 2.3.

- 3.2 The CONSULTANT shall undertake the Structural, Electrical, Mechanical, Electronics and Communications, and Sanitary Engineering Design of the project:

- 3.2.1 Design Phases

- 3.2.1.1 Phase I – Design Phase with hard and soft copy of Mechanical and Sanitary Engineering Design and Computations & CAD files on 30" x 40"

- 3.2.1.2 Phase II – Quantity survey for mechanical and sanitary engineering works.

- 3.2.1.3 Phase III – Technical Specifications for mechanical and sanitary engineering works.

- 3.2.2 Conduct studies required for the project in compliance with government laws, ordinances, codes, rules and regulations, functional relationships, cost effectiveness and others;

- 3.2.3 Consult and coordinate with the Project Management Office particularly on the plans;

- 3.2.4 Consult and verify with the **PMO** to ascertain the requirements of the project;

- 3.3 **Basic Design Phase**

DR. CECILIA N. GASCON

ARCH. ENRIQUE O. OLONAN

(BulSU Witness)

(Consultant Witness)

FELICITAS G. MIRABUENOS

The CONSULTANT shall: Prepare and submit the detailed Structural, Electrical, Mechanical, Electronics and Communications, and Sanitary Engineering Design and Computations with the corresponding cost to the PMO within sixty (60) calendar days from receipt of the Approved Architectural Plans from the Project Management Office;

3.4 Contract Document Requirements

The CONSULTANT shall submit to the BAC and PMO, within sixty (60) calendar days from receipt of the approved Basic Design, the required documents but shall not be limited to the following:

- (a) Final detailed Structural, Electrical, Mechanical, Electronics and Communications, and Sanitary Engineering Design prepared using AutoCAD showing the mechanical and sanitary plans, details and schedules in appropriate scales as required in the Clearance/Building permit applications for the Proposed 4-Storey Building to House TLE and International Services;
- (b) Final detailed cost estimates for Structural, Electrical, Mechanical, Electronics and Communications, and Sanitary Engineering works;
- (c) Final Technical Specifications for Structural, Electrical, Mechanical, Electronics and Communications, and Sanitary Engineering Design;
- (d) Scope of work, technical documents and technical specifications describing the type and quality of materials, finish and manner of construction and the general conditions under which the project is to be constructed;
- (e) Nine (9) complete sets of the approved plans/drawings, specifications and other tender documents normally required for purposes of bidding and permit application plus three (3) sets of construction plan of the construction work, signed and sealed by the Structural Engineer, PEE, PME, ECE, and Sanitary Engineer. However, when extra sets of contract documents are required by the BuISU, the cost of production shall be at the expense of the CONSULTANT.

3.5 The CONSULTANT shall be available for inquiries during the construction of the said project either by SMS and e-mail correspondences and attend, if requested, coordination meeting with the BuISU PMO and Project Contractor during the time of construction.

4. PROJECT DOCUMENTATION

The CONSULTANT shall submit, among others that may be required, the following documents at each Phase of the project:

4.1 Phase I – Design Phase

- (a) Soft and printed copy of the Structural, Electrical, Mechanical, Electronics and Communications, and Sanitary Engineering Design and Computations
- (b) CADD of all Structural, Electrical, Mechanical, Electronics and Communications, and Sanitary Engineering plans, spot details, sections, and schedules of mechanical and sanitary engineering systems plotted on 30"x 40" size paper

4.2 Phase II – Soft and printed copy of Bill of Quantities survey for Structural, Electrical, Mechanical, Electronics and Communications, and Sanitary Engineering works.

4.3 Phase III – Soft and printed copy Technical Specifications for Structural, Electrical, Mechanical, Electronics and Communications, and Sanitary Engineering works.

All documents for submission will be signed and sealed by the Structural Engineer, PEE, PME, ECE, and Sanitary Engineer and will assist in the processing of building permits.

5. RESPONSIBILITIES OF THE PARTIES

5.1 The PMO shall:

- 5.1.1 Receive the detailed approach/work plan and schedule as mentioned in Section 3.1;

DR. CECILIA N. GASCON

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(BuISU Witness)

(Consultant Witness)

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5.1.2 Receive/review/evaluate/recommend approval of the documents as mentioned in Section 3.2 within five (5) calendar days from receipt thereof;

5.1.3 Give prompt notice to the CONSULTANT, within five (5) calendar days from receipt thereof if there is any defect in the project for immediate rectification;

5.1.4 Provide the CONSULTANT access to BulSU PMO designers for continuous coordination in the duration of the project.

5.2 The Head of the Bulacan State University shall:

5.2.1 Notify the CONSULTANT of its designated contracts;

5.2.2 Approve the Detailed Approach; and Work Plan and Schedule upon recommendation of the PMO;

5.2.3 Approve the detailed Structural, Electrical, Mechanical, Electronics and Communications, and Sanitary Engineering Design with the corresponding cost and other documents as mentioned in Section 3.2;

5.2.4 Approve the final Structural, Electrical, Mechanical, Electronics and Communications, and Sanitary Engineering Design with the corresponding cost and other documents as mentioned in Section 3.4.

5.3 The Consultant shall:

5.3.1 warrants that it shall conform strictly to the terms and conditions of these Terms of Reference.

5.3.2 warrants, represents and undertakes reliability of the service and that their manpower complements are hardworking, qualified/reliable and dedicated to do the service required to the satisfaction of the BulSU. It shall employ highly skilled, well-behaved and honest employees with ID displayed conspicuously while working within the compound.

5.3.3 comply with the laws governing employee's compensation, PhilHealth, Social Security and/or labor standards and other laws, rules and regulations applicable to its personnel employed on account of contracted services. The CONSULTANT shall pay its personnel not less than the minimum wage and other benefits mandated by law.

5.3.4 in the performance of its services, secure and maintain at its own expense all registration, licenses or permits required by National or Local Laws and shall comply with the rules, regulations and directives of the Regulatory Authorities and Commissions.

5.3.5 take all necessary precautions for the safety of all persons and properties at or near their area of work and comply with all the standard and established safety regulations, rules and practices.

5.3.6 coordinate with any authorized and/or designated BulSU personnel in the performance of their jobs.

5.3.7 be liable for loss or injury to any third person or its assigned personnel, and damage to property as may be due directly through the fault or negligence of its personnel. It shall assume responsibility thereof and the BulSU shall be specifically released from any responsibility arising therefrom.

5.3.8 comply with all the documents to be required by the Commission on Audit even after completion of the Project at no additional cost to the BulSU.

5.3.9 neither assign, transfer, pledge, nor subcontract any part or interest therein.

5.3.10 render service at no cost to the BulSU in case of any extension of the contract duration, provided that no fault or negligence is attributable to the Consultant..

6. **CONFIDENTIALITY OF DATA**

The ownership of all designs, drawings, specifications and copies thereof including electronic files, prepared and furnished by the CONSULTANT in the performance of the services subject of the Agreement shall be vested with the BulSU.

DR. CECILIA N. GASCON

ARCH. ENRIQUE O. OLANAN

(BulSU Witness)

(Consultant Witness)

FELICITAS G. MIRABUENOS

7. **SERVICE LEVEL AGREEMENT**

BulSU shall maintain a Service Level Agreement (SLA) with the CONSULTANT, with provisions for liquidated damages in case of their non-compliance. The Liquidated Damages is equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for everyday of delay. Once the cumulative amount of Liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, with prejudice to other courses of action of remedies open to it.

8. **TERMS OF PAYMENT**

8.1 The CONSULTANT shall be paid based upon submission of all the required documents of the three (3) phases of work as listed below, subject to required government taxes within a reasonable time.

Approval of Schematic designs - 30%
Approval of Design Development drawings - 30%
Approval of Contract Documents - 40%

8.2 Payments shall be made within a reasonable time from submission of the required documents based on existing BulSU issuances.

9. **PRE-TERMINATION OF CONTRACT**

9.1 The contract for the Consultancy Services for the Structural, Electrical, Mechanical, Electronics and Communications, and Sanitary Engineering Design for the PROPOSED FOUR (4) STOREY BUILDING TO HOUSE TLE AND INTERNATIONAL CENTER may be pre-terminated by the BulSU for any violation of the terms of the contract and without rectification on the part of the consultant.

9.2 In case of pre-termination, the CONSULTANT shall be liable to an additional liquidated damages equivalent to one percent (1%) of the contract price as provided by the Government Accounting and Auditing Manual (GAAM).

9.3 The BulSU shall have the right to blacklist the CONSULTANT in case of pre-termination.

10. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit;

- (a) Terms of Reference;
- (b) Addenda and/or Supplemental/Bid Bulletins;
- (c) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/statements 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;
- (d) Eligibility requirements, documents and/or statements;
- (e) Performance Security;
- (f) Notice of Award of Contract and the Bidder's conforme thereto;
- (g) Other contract documents that may be required by existing laws and/or the Entity.

11. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.

12. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the 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.

13. **RESOLUTION OF CONFLICTS:** In the event of any conflict arising from this Contract between the UNIVERSITY and the CONSULTANT, the parties shall endeavor to settle their conflicts amicably, failing which, the same shall be submitted to

DR. CECILIA N. GASCON

ARCH. ENRIQUE O. OLONAN

(BulSU Witness)

(Consultant Witness)

FELICITAS G. MIRABUENOS

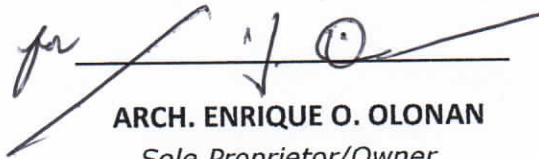
WITNESS whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

BULACAN STATE UNIVERSITY

CONSULTANT

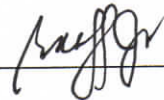


CECILIA N. GASCON, Ph.D.
President

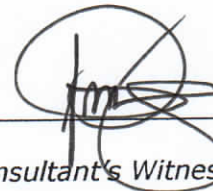


ARCH. ENRIQUE O. OLONAN
Sole Proprietor/Owner

SIGNED IN THE PRESENCE OF:



BulSU's Witness



Consultant's Witness

Funds Available:


FELICITAS G. MIRABUENOS
Accountant IV, BulSU Accounting Office

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

QUEZON CITY) S.S.

QUEZON CITY, Philippines, this **MAY 31 2018**, 2018, personally came and appeared:

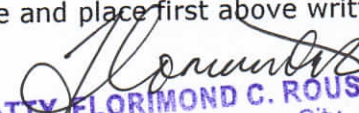
Name	Gov't issued identification	Issued At/Date
Dr. CECILIA N. GASCON	B.S.U. I.D.# 2015-0286	City of Malolos, Bulacan / August 30, 2015
ARCH. ENRIQUE O. OLONAN		

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged and sworn to before me that same is their free and voluntary deed as well as the entities which they respectively represent.

The foregoing instrument is an AGREEMENT consisting of five (5) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left-hand margin of each and every page hereof.

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

Doc. No. 258
Page No. 57
Book No. II
Series of 2018


ATTY. FLORIMOND C. ROUS
Notary Public for Quezon City
Until December 31, 2018
PTR No. 5521227/1-3-18 / Q.C.
IBP LIFETIME NO. 00315