

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT, made this ____ day of September 2018, by and between:

The **University of Southeastern Philippines**, with office address at Ifiigo St., Bo. Obrero, Davao City, represented by its President, **DR. LOURDES C. GENERALAO**, hereinafter called the “**ENTITY**,”

and

The **BRIMA Construction & Enterprises**, with office address located at 0054 Oxford Street, Celdran Village, Tubod, Iligan City, represented by its General Manager/Proprietor, **MR. SULTAN BAGUAN M. MAMISCAL**, hereinafter called the “**CONTRACTOR**.”

WITNESSETH

WHEREAS, the Entity invited bids for **Contract ID No. 2018-15/INFRA** for the **Construction of Administrative Building Phase I at USEP Obrero Campus, Davao City** and **BRIMA Construction & Enterprises** placed a bid. The **ENTITY** has accepted the calculated Bid of the **CONTRACTOR** for the execution and completion of the Works at the calculated unit bid price shown in the attached Bill of Quantities, or a total Contract price of **Eighty-Seven Million Thirty-Two Thousand Five Hundred Fifty & 68/100 Pesos (₱87,032,550.68)**, with the following items and quantities included in the scope of works:

ITEM NO.	DESCRIPTION	QTY.	UNIT	BRIMA CONSTRUCTION AND ENTERPRISES	
				Unit Cost	Amount
I.	GENERAL REQUIREMENTS	1.00	lot	1,031,464.00	1,031,464.00
II.	ENGINEERING AND ALLIED SERVICES	1.00	lot	581,511.30	581,511.30
III.	SITE WORKS & EARTHWORKS	1.00	lot	3,603,101.04	3,603,101.04
IV.	FORMWORKS	1.00	lot	4,151,333.79	4,151,333.79
V.	REINFORCED CONCRETE WORKS	1.00	lot	15,138,484.40	15,138,484.40
VI.	STRUCTURAL STEEL WORKS	1.00	lot	60,567,353.57	60,567,353.57
VII.	ELECTRICAL WORKS	1.00	lot	424,067.38	424,067.38
VIII.	PLUMBING WORKS	1.00	lot	1,535,235.20	1,535,235.20
	TOTAL	1	lot		87,032,550.68

WHEREAS, the whole **WORKS** in this **PROJECT** as covered by this **CONTRACT** shall be completed within **Five Hundred (500) calendar days** in accordance with the provisions of the Bid documents.

NOW THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

1. In this **CONTRACT AGREEMENT**, words and expressions shall have the same meanings herein assigned to them in the **Conditions of Contract**.

BRIMA Construction & Enterprises
 SULTAN BAGUAN M. MAMISCAL
 General Manager/Proprietor

 ROLANDE B. ENRIQUEZ
 Finance Director

 MA. JUISA B. FAUNILLAN
 Vice President for Administration

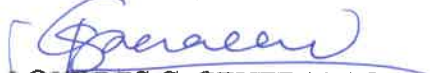
 UNIVERSITY OF SOUTHEASTERN PHILIPPINES
 LOURDES C. GENERALAO
 President

2. The following documents shall be attached, deemed to form, and be read and construed as part of this CONTRACT AGREEMENT:
- (a) Bidding Documents for the Contract
 - (1) General Conditions of Contract
 - (2) Special Conditions of Contract
 - Drawings
 - Specifications
 - Instruction to Bidders
 - (b) CONTRACTOR's Calculated Bid
 - (c) Notice of Award of Contract and the CONTRACTOR's "conforme" thereon
 - (d) Performance Security
 - (e) PERT/CPM diagram and bar chart with S-curve
 - (f) Approved BAC Resolution Recommending the Approval of the Awarding of the Project:
Construction of Administrative Building Phase I at USEP Obrero Campus, Davao City.
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 AGREEMENT in all respects.
4. In consideration of the execution and completion of the Works by the CONTRACTOR, the ENTITY hereby covenants to pay the CONTRACTOR the unit prices in the CONTRACTOR's Calculated Bid, as applied to the actual quantities accomplished as certified by the PROCURING ENTITY and within twenty (20) days after the signing of contract and submission by the CONTRACTOR of a Performance Security in an amount equal to the percentage of the total contract price in accordance with the schedule set forth in the 2016 Revised Implementing Rules and Regulations (IRR) of RA 9184, the ENTITY shall give an advance payment of ten (10) percent and the remaining amount shall be paid based on progress billing.
5. Upon final acceptance of the project by the ENTITY, the CONTRACTOR shall be held responsible for structural defects and/or failure of the completed project within the following warranty periods pursuant to section 62.2.3.2, The 2016 Revised IRR of RA 9184.

In case of breach of contract, an amount equivalent to at least one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay shall be paid by the contractor as liquidated damages.

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

UNIVERSITY OF SOUTHEASTERN PHILIPPINES (USEP):

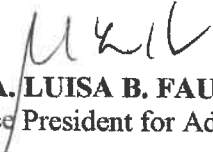

LOURDES C. GENERALAO
President

Approved per BOR Resolution No. _____

BRIMA Construction & Enterprises:


SULTAN BAGUAN M. MAMISCAL
General Manager/Proprietor

WITNESSED BY:


MA. LUISA B. FAUNILLAN
Vice President for Administration

Certified Funds Available:


ROLANDO B. ENRIQUEZ
Finance Director, USEP

REPUBLIC OF THE PHILIPPINES)
City of Davao)

ACKNOWLEDGMENT

BEFORE ME, as the Notary Public for and within the City of Davao, personally appeared

Name Valid I.D. Date/Place Issued

Dr. Lourdes C. Generalao GSIS ID # 006-0085-6444-5 Davao City
Mr. Sultan Baguan M. Mamiscal _____

Known to me to be the same persons who executed the foregoing CONTRACT and AGREEMENT and they acknowledged to me that the same is their true act and deed for and in behalf of the parties they represented.

This instrument consist of three (3) pages, including this page, on which this acknowledgement is written duly signed by the contracting parties and their witnesses on the margin of this page and on the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this 12 day of OCT 2018
September, 2018.

Doc. No. 146
Page No. 3
Book No. XIV
Series of 2018



ATTY. DARWIN A. TENAJA
Notary Public for Davao City
LGSY LAW FIRM
Blvd. Cor. Arifayo St., Davao City
Social No. 2018-076-2019
Until December 31, 2019
IEP No. 025665 / 01.03.18 / Davao City
PTR No. 9724915 / 12.20.17 / Davao City
TIN 413-718-823-880
Roll No. 57550

HAKIMA Construction & Enterprises
SULTAN BAGUAN M. MAMISCAL
General Manager/Proprietor

ROLANDO ENRIQUETA
Finance Director

UNIVERSITY OF SOUTHEASTERN PHILIPPINES
MA. LUISA B. FAUNILLAN
Vice President for Administration

LOURDES C. GENERALAO
President