

## CONTRACT AGREEMENT

NO.: 2020-604

FOR

### **REHABILITATION AND IMPROVEMENT OF PROVINCIAL ENGINEER'S OFFICE BUILDING (ELECTRICAL CONNECTION REVAMP, REPLACEMENT OF DOORS AND WINDOWS)**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made by and between the Provincial Government of Bohol (Government, represented by the Governor, **ATTY. ARTHUR C. YAP** hereinafter called the "Owner"), as the PARTY OF THE FIRST PART and **CLAIRE CONSTRUCTION AND SUPPLY**, represented by **MR. PETER RICARDO R. MUAÑA** (hereinafter called the "Contractor") as the PARTY OF THE SECOND PART,

WITNESSETH

WHEREAS, the Owner is desirous that **REHABILITATION AND IMPROVEMENT OF PROVINCIAL ENGINEER'S OFFICE BUILDING (ELECTRICAL CONNECTION REVAMP, REPLACEMENT OF DOORS AND WINDOWS)** belonging to the Provincial Government of Bohol (hereinafter called the "Project")

WHEREAS, the Owner has accepted the bid of the Contractor for the execution of the above mentioned project in the amount of One Million Four Hundred Sixty-Seven Thousand Nine Hundred Seventy-Six Pesos and Five Cents Only, (**₱ 1,467,976.05**).

WHEREAS, Project shall be completed in **90 Calendar Days** in accordance with the provisions of the Bid Documents;

NOW, THEREFORE, the Parties hereto further agree on the following:

1. The following documents shall be deemed to form parts of this contract, viz:
  - a. Contract Agreement;
  - b. Bidding Documents;
  - c. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
  - d. Performance Security;
  - e. Credit line in accordance with the provisions of this IRR, if applicable;
  - f. Notice of Award of Contract;
  - g. Other contract documents that may be required by existing laws and/or the procuring entity concerned in the Bidding Documents, such as man power schedule, equipment utilization and health program;
  - h. Other pertinent documents as may be reasonably required by the Province.
2. Project Equipment specified/needed should be stationed at the project sites until completion of all work operations. The deliberate act of removing the equipment from designated project sites is not permissible.
3. The Provincial Engineer together with PEO Officials should convene with contractors or their authorize representatives for a regular Monthly Coordination Meeting scheduled every first (1<sup>st</sup>) Wednesday at 9:00 in the morning at the Provincial engineer's Office, New Capitol Site, Tagbilaran City and;



4. The pertinent provision of R.A. 9184 and its Implementing Rules and Regulations, Part A, particularly but not limited to the implementation of the project as well as all applicable laws and regulations are deemed incorporated to and forming integral parts of this Contract.
5. In consideration of the payments to be made by the Owner to the Contractor, as earlier mentioned, the Contractor hereby covenants with the Owner to implement and complete the Project in conformity with the provisions of the Contract, the documents incorporated herein and the laws and regulations made integral parts hereof.
6. The Owner hereby covenants to pay advance payment to the Contractor of 15% of the total contract price upon approval of the Contract, issuance of Notice to Commence Work and the posting of irrevocable standby letter of credit of equivalent value. The Contractor hereby covenants to repay advance payment to the Owner by deducting 15% from his progress payment.

<b>REHABILITATION AND IMPROVEMENT OF PROVINCIAL ENGINEER'S OFFICE BUILDING (ELECTRICAL CONNECTION REVAMP, REPLACEMENT OF DOORS AND WINDOWS)</b>					
<b>Item No.</b>	<b>QTY.</b>	<b>UNIT</b>	<b>Description of Supplies/Materials/Services</b>	<b>Unit Price (Pesos)</b>	<b>Amount (Pesos)</b>
			SUPPLY OF MATERIALS, LABOR & EQUIPMENT FOR THE REHABILITATION AND IMPROVEMENT OF PEO BUILDING(ELECTRICAL CONNECTION REVAMP, REPLACEMENT OF DOORS AND WINDOWS, CEILING AND PAINTING WORKS)		
A.	1.00	APPLI-CATION	SIGNING AND SEALING OF ELECTRICAL PLANS AND ELECTRICAL PERMIT APPLICATION; AND OTHER REQUIREMENTS.	16,000.00	16,000.00
801			REMOVAL OF STRUCTURE AND OBSTRUCTION		
	158.39	SQ.M.	EXISTING DOORS & WINDOWS	12.00	6,652.38
1003(1)			CEILING JOISTS & FIBER CEMENT CEILING BOARD		
	32.03	SQ.M.	REPLACEMENT OF DILAPIDATED JOISTS & TOTAL REPLACEMENT OF CEILING BOARD	5,546.31	177,648.31
1007	51.73	SQ.M.	ALUMINUM GLASS DOORS(1 UNIT)	759.13	39,269.79
			SUPPLY OF MATERIALS, LABOR & EQUIPMENT FOR ALUMINUM GLASS DOOR:		
			UNIT-D1,FF, OPEN BACK/ RECTANGULAR TUBE POWDER COATED(WHITE) ALUMINUM FRAME WITH TRANSOM, TWO PANES USING 1/4" THICK CLEAR GLASS, FIX WINDOW(1.60M X 2.65M) AND OPEN BACK/RECTANGULAR		



			TUBE POWDER COATED(WHITE) ALUMINUM FRAME WITH TRANSOM, SINGLE PANE USING 1/4" THICK CLEAR GLASS, SINGLE SWING, DOUBLE THROW DOOR WITH RYOBI DOOR CLOSER(1.08M X 2.65M), 8.347 SQ.M.		
1008	47.38	SQ.M.	ALUMINUM FRAME GLASS WINDOWS(37 UNITS)	9,300.78	440,670.96
			SUPPLY OF MATERIALS, LABOR & EQUIPMENT FOR ALUMINUM FRAMED GLASS WINDOWS:		
	21.00	UNIT	-W1/W4/W1A, SLIDING WINDOW 4 PANELS SSSS 3.25M X 1.63M ON WOODEN JAMB ANALOK/CLEAR 1/4		
	3.00	UNIT	W7/W8, SLIDING WINDOW 4 PANELS SSSS 2.85M X 1.63M ON WOODEN JAMB ANALOK/CLEAR 1/4		
	2.00	UNIT	W2/W9A, SLIDING WINDOW 2 PANELS SS 1.42M X 0.84M ON WOODEN JAMB ANALOK/CLEAR 1/4		
	1.00	UNIT	W6, SLIDING WINDOW 2 PANELS SS 1.30M X 1.63M ON WOODEN JAMB ANALOK/CLEAR 1/4		
	2.00	UNIT	W11, SLIDING WINDOW 3 PANELS SSS 2.13M X 1.63M ON WOODEN JAMB ANALOK/CLEAR 1/4		
	1.00	UNIT	-W9, SLIDING WINDOW 3 PANELS SSS 2.40M X 1.63M ON WOODEN JAMB ANALOK/CLEAR 1/4		
	1.00	UNIT	- W2, SLIDING WINDOW 3 PANELS SSS 2.40M X 0.84M ON WOODEN JAMB ANALOK/CLEAR 1/4		
	2.00	UNIT	-W12, SLIDE UP WINDOW FS 0.71M X 0.84M ON WOODEN JAMB ANALOK/CLEAR 1/4		
	2.00	UNIT	- W5, SLIDE UP WINDOW FS 0.71M X 1.63M ON WOODEN JAMB ANALOK/CLEAR 1/4		
	2.00	UNIT	-W3, SLIDE UP WINDOW FS 0.71M X 0.76M ON WOODEN JAMB ANALOK/CLEAR 1/4		
1010	51.73	SQ.M.	WOOD DOOR AND JAMB(1 SET)	174.15	9,008.78
1046	6.20	SQ.M.	CHB WALLING FOR STORAGE ROOM	883.01	5,474.66
1032	2,843.01	SQ.M.	EXTERIOR & INTERIOR PAINTING WORKS	118.03	335,560.47
1100	1.00	LOT	CONDUITS, BOXES AND FITTINGS	44,083.90	44,083.90
			SUPPLY OF MATERIALS, LABOR & EQUIPMENT FOR CONDUITS, BOXES & FITTINGS		
	263.00	PC.	PVC OCTAGONAL BOX WITH COVER, POLY, ORANGE		



	263.00	PC.	1/2"Ø X 3M PVC ELECTRICAL CONDUIT PIPE, ORANGE, POLY, HEAVY DUTY		
	263.00	PC.	1/2"Ø PVC ELECTRICAL ELBOW, ORANGE		
1101	1.00	LOT	WIRES & WIRING DEVICES(THHN ELECTRICAL WIRES)	37,899.13	37,899.13
			SUPPLY OF MATERIALS, LABOR & EQUIPMENT FOR WIRES AND WIRING DEVICES(THHN ELECTRICAL WIRES):		
	2.00	BOX	2.00 MM² STRANDED THHN COPPER WIRE # 14, 150M/BOX		
	4.00	BOX	3.5MM² STRANDED THHN COPPER WIRE #2, 150M/BOX		
	1.00	PC.	GROUND ROD, 8FT.		
	60.00	PC.	0.16MMX 19MM X 16M PVC ELECTRICAL INSULATING TAPE BIG, NITTO		
	6.00	PC.	BUTYL RUBBER TAPE NO. 10		
1102	1.00	LOT	PANEL BOARDS		
			SUPPLY OF MATERIALS, LABOR & EQUIPMENT FOR PANEL BOARDS:		
	1.00	LOT	PANEL BOARD HEAVY DUTY GAUGE WITH DOORLOCK WITH THE FOLLOWING BREAKERS: 24 BRANCHES	51,673.55	51,673.55
			2 PC.-150 AMP SUB BREAKER, THREE PHASE, BOLT-ON TYPE, 230V, 60HZ, BOLT-ON TYPE, UP		
			13 PC.-15 AMP CIRCUIT BREAKER, SINGLE PHASE, BOLT ON		
			18 PC.-20 AMP CIRCUIT BREAKER, SINGLE PHASE, BOLT-ON		
			17 PC.-30 AMP CIRCUIT BREAKER, SINGLE PHASE, BOLT-ON		
	4.00	PC.	300 X 300 X 100MM STEEL PULL BOX		
1103	1.00	LOT	LIGHTINGS, OUTLETS AND SWITCHES	196,619.12	196,619.12
			SUPPLY OF MATERIALS, LABOR & EQUIPMENT FOR LIGHTINGS, OUTLETS & SWITCHES:		
	83.00	PC.	20 WATTS LED DOWNLIGHT LIGHTING FIXTURE, RECESSED MTD.		
	5.00	PC.	21 WATTS LED DOWNLIGHT LIGHTING FIXTURE, OUTDOOR TYPE		
	115.00	PC.	T8 2 X 40 WATTS GRILLE FIXTURE SURFACE		

	1.00	PC.	24 WATTS DOME LIGHT CEILING SURFACE ROUND WHITE		
	25.00	PC.	4"Ø CEILING RECEPTACLE		
	9.00	SET	ONE GANG SWITCH, FLUSH TYPE, ANAM		
	5.00	SET	TWO GANG SWITCH, FLUSH TYPE, ANAM		
	15.00	SET	TRI-TOP ACU OUTLET, FLUSH TYPE, ANAM		
SPL-3	1.00	LOT	PANEL BOARD FOR THE COMPLETION OF POWER HOUSE	107,415.00	107,415.00
			SUPPLY OF MATERIALS, LABOR & EQUIPMENT FOR PANEL BOARDS:		
			PANEL BOARD HEAVY DUTY GAUGE WITH DOOR LOCK WITH THE FOLLOWING BREAKERS, 2 HOLES		
			1 PC.-400 AMP MAIN CIRCUIT BREAKER, 3 PHASE, BOLT-ON, 230V, 3P, G.E BRAND, UP MAIN		
			1 PC.-300 AMP CIRCUIT BREAKER, 3 PHASE, BOLT-ON		
			1 PC.-200 AMP CIRCUIT BREAKER, 3 PHASE, BOLT-ON		
			<b>TOTAL AS CALCULATED</b>	>>>>>	<b>₱ 1,467,976.05</b>
			<b>TOTAL BID PRICE AS READ</b>	>>>>>	<b>₱ 1,467,989.10</b>
<b>One Million Four Hundred Sixty-Seven Thousand Nine Hundred Seventy-Six Pesos and Five Cents Only</b>					
<b>Contract Amount as Calculated shall prevail as it is More Advantageous to the Government</b>					

7. Any controversy arising from this contract shall be resolved under the duly established alternative mode of settling disputes as provided by law. In case of resort to court action the parties agree that the venue thereof shall be in the proper court in the city of Tagbilaran to the exclusion of any other venues.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 14<sup>th</sup> day of SEPTEMBER, 2020 in Tagbilaran City, Bohol, Philippines.

**PROVINCIAL GOV'T OF BOHOL**  
BY:

**ATTY. ARTHUR C. YAP**  
Governor

**CLAIRE CONSTRUCTION & SUPPLY**  
BY:

  
**MR. PETER RICARDO R MUAÑA**  
Proprietor



BY THE AUTHORITY OF THE GOVERNOR

*Kathyrin*  
**ATTY. KATHYRIN FE D. PIOQUINTO**  
Provincial Administrator

WITNESSES:

*[Signature]*  
**ENGR. CAMILO L. GASATAN**  
End User

*[Signature]*  
**ENGR. EUSTAQUIO G. CALIAO**  
Engineer IV, PEO

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
PROVINCE OF BOHOL ) S.S.  
\_\_\_\_\_ )

Personally appeared before me, Atty. Arthur C. Yap representing the Provincial Government of Bohol with Employee ID No. 19141 and Mr. Peter Ricardo R. Muanã with Community Tax Certificate No. \_\_\_\_\_, issued at \_\_\_\_\_, on \_\_\_\_\_, known to me to be the same persons who executed the foregoing instrument consisting of six (6) pages including this page upon which this acknowledgement is written, duly signed by the parties and their witnesses on each and every page thereof, and they acknowledged to me that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 14 day of SEP 2020, 2020 in Tigbilaran City, Bohol, Philippines.

*[Signature]*  
Doc. No. 362  
Page No. 507  
Book No. 404  
Series of 2020

*[Signature]*  
**ATTY. ARTHUR C. YAP**  
NOTARY PUBLIC FOR THE PROVINCE OF BOHOL  
COMM. NO. 2001-23  
BRD FLR  
DAMPAS ST.  
ROLL 2001-23  
232-794-764  
NOT. NO. 538