



Republic of the Philippines
KALINGA STATE UNIVERSITY
 National Road, Purok 6, Bulanao, City of Tabuk, Kalinga

OWNER – CONTRACTOR AGREEMENT

CONTRACT FOR THE CONSTRUCTION OF KALINGA LIVELIHOOD MUSEUM AND KSU ALUMNI CENTER PHASE II

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 20th day of March, 2016 by and between:

The **KALINGA STATE UNIVERSITY**, represented herein by its University President, **DR. JOVITA E. SAGUIBO**, with principal office address at National Road, Purok 6, Bulanao, City of Tabuk, Kalinga herein after referred to as the **OWNER**;

-and-

EQUIP CONSTRUCTION with office address at Provincial Road, Appas, City of Tabuk, Kalinga represented by its Proprietor/Manager, **SHIRLEY O. GAMON**, herein referred to as the **CONTRACTOR**;

WITNESSETH:

Whereas, the Owner intends to construct the **KALINGA LIVELIHOOD MUSEUM AND KALINGA STATE UNIVERSITY ALUMNI CENTER PHASE II** hereinafter referred to as the **PROJECT**;

WHEREAS, the Owner, through its Special Project Fund FY 2016, has available fund in the amount of **One Million, One Hundred Sixty-four Thousand, Seven Hundred Seventy-one Philippine Pesos and Ninety-one Centavos (PhP 1,164,771.91)** hereinafter referred to as the **ABC**;

Whereas, the Owner needs the services of a competent and responsible construction firm to undertake the completion of the Project with the frame of **Sixty-one (61) calendar days**;

Whereas, in compliance with the provisions of RA 9184, the Owner through its Bids and Awards Committee (BAC) has conducted the public bidding held on March 15, 2016, and the Contactor's bid in the amount of **Nine Hundred Seventy-one, Two Hundred Ninety-one Philippine Pesos and Four Centavos (Php971,291.04)** was declared as the **Lowest Calculated Responsive Bid**, logically accepted and advantageous to the Owner;

Whereas, the Contractor has agreed and accepted the award to undertake the construction works for the Project under the terms and conditions herein set forth;

Now, therefore, for and in consideration of the above premises and the covenants hereinafter stipulated, the parties hereto hereby agree as follows:

ARTICLE I
SCOPE OF WORK

The Contractor shall undertake the construction of the Project for the Owner in accordance with the Contract Documents as listed in Article II.

The Contractor shall faithfully and completely furnish to the satisfaction of the Owner all necessary labor, supervision management, tools, supplies, equipment and plant; perform all the work necessary to complete the Project ready for service and occupancy and to the terms and conditions of the Agreement in accordance with the items of Work:

Jovita E. Saguibon
 JOVITA E. SAGUIBO, Ph.D.
 University President

Shirley O. Gamon
 MRS. SHIRLEY O. GAMON
 Contractor

Ramond E. Balbin
 RAMOND E. BALBIN, Ph.D.
 VP for Admin, Finance, Planning & Dev't.

Arnold A. Tanding
 ARNOLD A. TANDING, CPA
 Accountant

Engr. Rhonhon R. Garming
 ENGR. RHONHON R. GARMING
 Chairman, Infrastructure Dept.

May Josefa S. Susung
 MAY JOSEFA S. SUSUNG
 End-User/Project Leader

ARTICLE II
THE CONTRACT DOCUMENTS

The following which are marked as Annexes hereto attached and made integral part hereof shall except as modified by mutual agreement of the parties shall form part of this Agreement:

- Annex A:** BAC Resolution declaring LCRB and recommending for award approved by the Owner, including the following sub-annexes:
 - A-1: Invitation to Bid,
 - A-2: Abstract of Bids,
 - A-3: Approved Agency Estimates (AAE),
 - A-4: Bid Proposals,
 - A-5: Evaluation Forms,
 - A-6: Supplemental Bids;
- Annex B:** Project Plans (Drawing/Plans);
- Annex C:** Specifications (Technical);
- Annex D:** General and Special Conditions of Contract;
- Annex E:** Instructions to Bidders;
- Annex F:** Bid Data Sheet;
- Annex G:** Notice of Award to the Contractor and Conformance of the Contractor;
- Annex H:** Approved Program of Works;
- Annex I:** Performance Security and Contractor's All-Risk Insurance (CARI);
- Annex J:** Notice to Proceed with the Construction;
- Annex K:** Cash Flow;
- Annex L:** Manpower Schedule;
- Annex M:** Equipment Utilization; and
- Annex N:** Eligibility Requirements.

Other documents, which are hereinafter mutually agreed upon and signed by the parties hereto, whether said documents were prepared before or after the date hereof shall form part of this Contract.

ARTICLE III
AUTHORITY OF THE OWNER

Among other things, the Owner, through their Infrastructure Services Office and Project Engineers will have the absolute and final authority in accordance with the provisions of the Agreement and other Contract Documents to evaluate and make recommendations to the Owner regarding the following:

1. Execution and quality of work,
2. Quality of Materials and equipment supplied,
3. Quality of work completed for purpose of determining value of accomplishment,
4. Interpretation of the Contract Documents, and
5. Stoppage of work if the Contractor does not comply with the Contract Documents.

For the purposes, the Owner shall designate in writing the duly authorized representative(s) in each project. Any instructions, directions or approval received from employees or representatives of the Owner other than the designated representative(s) shall be of no force or effect unless duly authorized in by writing by the Owner.

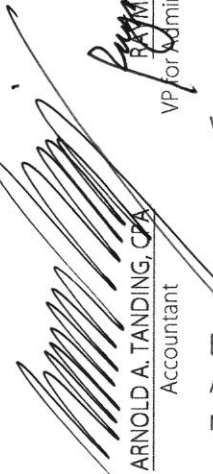
ARTICLE IV
CONTRACT PRICE

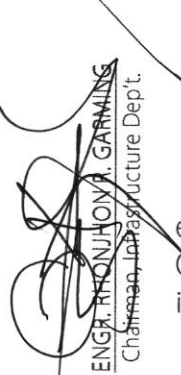
The Owner shall pay the Contractor in consideration of the full and faithful performance and accomplishment of all obligations specified in Articles I and II above, which the Contractor agreed to undertake, perform and accomplish under this Contract Price: **Nine Hundred Seventy-one, Two Hundred Ninety-one Philippine Pesos and Four Centavos (Php971,291.04)** or determined by pertinent provisions of RA 9184 and subject to work finally performed and accomplished under the usual accounting and auditing requirements of the Owner and the general conditions of the Agreement.

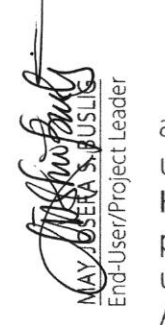

JOY A. SAGUJBO, Ph.D.
University President


MRS. SHIRLEY O. GAMON
Contractor


RAYMOND E. BALBIN, Ph.D.
VP for Admin, Finance, Planning & Dev't.


ARNOLD A. TANDING, CPA
Accountant


ENGR. RHONJHOVA A. GARMINGS
Chairman, Infrastructure Dep't.


MAY JOSEFA S. PUSLIG
End-User/Project Leader