



*Republic of the Philippines
Department of Science and Technology*

PHILIPPINE SCIENCE HIGH SCHOOL –CENTRAL MINDANAO CAMPUS

BIDS AND AWARDS COMMITTEE (BAC)

Nangka, Balo-i, Lanao del Norte
Telephone No. (063) 863-0098/836-0097
Telefax No. (063) 223-6192

NOTICE TO PROCEED

June 8, 2016

DR. REY D. GALUA
Principal Architect
RDGALUA ASSOCIATES
168 Mandumol St.
Upper Macasandig
9000, Cagayan de Oro City
(088) 857-8586
Email: reygalua@yahoo.com

Dear Sir:

The attached Contract Agreement having been approved, notice is hereby given to **RDGALUA ASSOCIATES** that work may proceed on the **ARCHITECTURAL & ENGINEERING DESIGN AND CONSULTING SERVICES FOR THE CONSTRUCTION OF NEW ACADEMIC BUILDING III**, effective upon signing of contract .

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Philippine Science High School – Central Mindanao Campus.

Very truly yours,

LORVI B. PAGOROGON, RPAE, MHWQ
Campus Director

I acknowledge receipt of this Notice on:

JUNE 8, 2016

Name of the Representative of the Bidder:

REY D. GALUA

Authorized Signature:



Republic of the Philippines
Department of Science and Technology
PHILIPPINE SCIENCE HIGH SCHOOL - CENTRAL MINDANAO CAMPUS
Nangka, Balo-i, Lanao del Norte
Telephone No. (063) 836-0098
www.cmc.pshs.edu.ph

KNOW ALL MEN BY THESE PRESENTS:

The **PHILIPPINE SCIENCE HIGH SCHOOL-CENTRAL MINDANAO CAMPUS (PSHS-CMC)** under Department of Science and Technology (DOST), with office address at Nangka, Balo-I, Lanao del Norte represented by its Campus Director, **ENGR. LORVI B. PAGOROGON** referred to as the **OWNER**.

- and -

RD GALUA ASSOCIATES, a sole proprietorship duly organized and existing under the laws of the Philippines with business address located at No. 168 Mandumol Street, Upper Macasandig, Cagayan de Oro City represented by **Rey D. Galua**, Principal Architect of RD Galua Associates, hereinafter referred to as the **CONSULTANT**.

WITNESSETH:

WHEREAS, the OWNER desire to engage the services of a qualifies CONSULTANT to undertake the **ARCHITECTURAL & ENGINEERING DESIGN AND CONSULTING SERVICES FOR THE CONSTRUCTION OF NEW ACADEMIC BUILDING III**, herein referred to as **SERVICES** for the Philippine Science High School- Central Mindanao Campus (PSHS-CMC), herein referred to as **PROJECT**;

WHEREAS, the CONSULTANT was selected by the OWNER after a public bidding was conducted to provide the **SERVICES** for the effective implementation of the **PROJECT**;

WHEREAS, the CONSULTANT has signified his acceptance to provide the necessary professional services for the **PROJECT** in accordance with the terms and conditions herein provided;

WHEREAS, for in consideration of the foregoing premises and of mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE I - DOCUMENTS COMPRISING THE CONTRACT

The following documents shall be deemed as integral part of the **CONTRACT**:

1. Terms of Reference for the detailed design herein referred as Appendix "A";
2. PROJECT ANALYSES, plan and all final drawings herein marked as Appendix "B";
3. PROJECT Technical Proposal of the CONSULTANT herein marked as Appendix "C";
4. PROJECT Summary Cost Estimate to include Unit Costing herein marked as Appendix "D";
5. CONSULTANT's Personnel and Manning Schedule herein marked as Appendix "E";
6. Schedule of Bidding for Project herein marked as Appendix "F";
7. Computation of CONSULTANT's fees herein marked as Appendix "G"

ARTICLE II - SCOPE

The CONSULTANT shall render professional services consisting generally of the following phases:

- A) Schematic Design Phase
- B) Design Development Phase
- C) Contract Document Phase
- D) Construction Phase
- E) Post-Construction/Project Completion Phase

A. SCHEMATIC DESIGN PHASE

The Schematic Design shall include the following detailed scope of work;

- a) Consultation with OWNER to ascertain project objectives and requirements, site location and vicinity areas, design lines and space accommodations, construction materials and installed equipment, time schedules and appropriation costs of the project, all embodies generally in an Architect's Brief provided by the OWNER;
- b) Knowledge of and compliance with pertinent laws, ordinances, codes, rules and regulations of local government;
- c) Investigation of the site and the immediate vicinity for proper disposition of structure and utilities;
- d) Preparation of schematic design studies leading to a recommended design solution, together with a general narrative of the design concepts; and
- e) Submission to the OWNER, for comment, approval and authority to proceed further, of the schematic design studies as well as a statement of the probable construction cost of the project.

B. DESIGN DEVELOPMENT PHASE

The Design Development Phase shall include the following detailed scope of works.

- a) Based on the approved schematics instruments, preparation of preliminary design studies consisting of the site development plan, the building plans in convenient scales, outline or abridged specifications, engineering schemes and of such other instruments as may be deemed necessary; and
- b) Submission to the OWNER, for comment, approval and authority to proceed further of the preliminary design studies as well as an updated statement of the construction cost of the project.
- c) Prepare and submit design analysis for the structure to be constructed.

C. CONTRACT DOCUMENT PHASE

The contract Document Phase shall include the following detailed scope of works:

- a) Finalize approved preliminary plans. The CONSULTANT may be required to redraw, redirect or shade the previous working drawings, if any to comply with the new requirements of the OWNER. Informing the OWNER of any changes or adjustments on previously preliminary design instruments, now embodies in the contract documents;
- b) Preparation and submission, for integration and approval by the OWNER, of forms, documents and other papers necessary for bidding and tendering;
- c) Preparation of comprehensive specifications, describing type and quality of materials and finishes, manner of assembly or construction and the general condition under which the project is to be constructed;
- d) Preparation of quantified bill of materials and a detailed cost estimates, primarily needed for monitoring the most probable cost against an appropriation ceiling and also for procurement, purchase and delivery of materials, if so decided by the OWNER;
- e) Assisting the OWNER in filling the required documents to secure approval and permits of government authorities having jurisdiction over the design of the project. The plans, specifications, general conditions, Bill of Quantities, Unit Cost Analysis, bill of materials and cost estimates prepared by the CONSULTANT, shall be subjected to the approval of the OWNER in all phases of the professional services to be rendered.

D. CONSTRUCTION PHASE

The Construction Phase shall include the following:

- a) Preparation and submission, for integration and approval by the OWNER of forms, documents and other papers necessary for the bidding or tendering, evaluation or analysis of bids and construction contract awarding or letting;
- b) Advising the OWNER in the process of pre-qualifying general contractors;
- c) Assisting the OWNER in making decisions on claims of the contractors and jobbers and all other matters relating to the execution of the works;
- d) Coordinate closely with the OWNER and other disciplines involved in the construction to ensure strict compliance of the construction with the design plans and specifications;
- e) Inspection of the actual construction of the project of such frequency and duration as may be necessary, informing the OWNER of any defects and/or deficiencies of the contractors and jobbers and recommending proper lines of action of all concerned;
- f) Attending job-site and other meetings that may be required by the OWNER for a maximum of



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- g) Recommending to the OWNER the proper action to take on the Contractor's application for payment;
- h) Preparation of more detailed drawings as well as more amplified specifications as may be necessary for the proper execution of works;
- i) Interpretation for the OWNER, the contractors and jobbers of the contents and intents of the contract documents;
- j) Review all shop drawings, catalogs and samples that the contractor is obliged to submit and;
- k) Submit reports and deliberation results on matter that require clarifications from the designers.

E. POST-CONSTRUCTION/PROJECT COMPLETION PHASE

The Post- Construction/Project Completion Phase shall include the following:

- a) Concurring the three (3) SETS OF "as-Built-Plans" Submitted by the Contractor in all aspects of the project construction, all necessary for record purposes, building maintenance and operation repairs;
- b) Advising to the OWNER on the finishing touches of construction or installation of equipment necessary to render the building operational and ready for occupancy; and
- c) Assisting the OWNER in the selection of appurtenances in the building, imperative in attaining the CONSULTANT'S design concepts.

III. OTHER RESPONSIBILITIES OF THE CONSULTANT

- a) The CONSULTANT binds himself to make the necessary changes and modifications of this instruments of professional service when so requested by the OWNER;
- b) The CONSULTANT shall not initiate nor proceed with any phase or stage of his duties or services without the written authorization from the OWNER;
- c) The CONSULTANT agrees to commence work immediately after the signing of this Contract, and issuance of a written Notice to Proceed by the OWNER and deliver services described in Section 1.0 and 2.0 of Article II within *forty five (45) calendar days* thereafter to conform to the schedule of Bidding for the Completion of Multi-Purpose Gymnasium-Phase 2, hereto attached as Appendix "F". The CONSULTANT will continue to render periodic inspection until the completion and final acceptance of the construction project by the OWNER.
- d) The CONSULTANT agrees that the OWNER may issue written orders at anytime to him, requesting changes within the general scope of the contract or directing the omission or variation in work covered by this contract. If any such change causes an increase or decrease in the actual cost of our the time required for the performance of the Contract, the CONSULTANT shall so advise the OWNER and shall not proceed with such work until written approval is given by the OWNER.
- e) The CONSULTANT may be given further instructions as may be deemed necessary concerning the means of rendering professional services and the administration of the construction phase, provided they are within the scope of the CONSULTANT'S services.
- f) The OWNER, at any time before approval of any instruments of service shall have the right to review or to cause others to review such instruments prepared by the CONSULTANT.
- g) The CONSULTANT agrees that the OWNER may terminate at anytime the performance of rendering professional services under this Contract due to non-compliance of terms and conditions stipulated, through a written notice to the CONSULTANT stating the grounds for termination. Nothing contained in this Contract shall be construed to limit or affect remedies which the OWNER may pursue as a result of a default by the CONSULTANT and vice-versa.

ARTICLE IV – RESPONSIBILITIES OF THE OWNER

- a) The OWNER shall provide the CONSULTANT full information as to her intentions, objectives, and requirements submitted to the CONSULTANT and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S work.
- b) The OWNER shall designate a representative authorized to act in her behalf. He shall examine documents submitted to the CONSULTANT and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT'S work.
- c) The OWNER shall issue written notice to CONSULTANT, calling the latter's attention of action on any defect or deficiency in the implementation of the PROJECT.
- d) The OWNER is responsible for the availability of funds and payment of professional service for the PROJECT.

ARTICLE V – SUBMITTALS

The CONSULTANT shall produce and submit to the OWNER the following:

- a) Three (3) sets of the Inception Report
- b) Three (3) sets of the Preliminary Planning and Design Report

- c) Six (6) sets of the Final Report including all supporting analysis, complete construction or working drawings, general condition and comprehensive specifications as required. Additional Copies requested by the OWNER shall be charged separately.

ARTICLE VI – CONSULTANT'S FEES AND MANNER OF PAYMENT

- a) The OWNER agrees to pay the CONSULTANT for his professional services a lump-sum fee in the amount of **SIX HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED PESOS** (1,061,500.00). The computation of the CONSULTANT'S fee is hereto attached as Appendix "I"
- b) The payment of the CONSULTANT'S fee shall be made as follows:

| | |
|--|----------------------|
| 1.) Upon submission of preliminary drawings a Sum of equal to FIFTEEN PERCENT (15%) OF THE LUMP-SUM FEE | 159,225.00 |
| 2.) Upon submission of the basic drawings and Tender documents a sum equal to THIRTY FIVE PERCENT (35%) of the lump-sum fee | 371,525.00 |
| 3.) Upon submission of the final drawings and Tender documents, a sum equal to THIRTY FIVE PERCENT (35%) of the lump-sum fee | 371,525.00 |
| 4.) Upon completion of the construction and submission of construction Report to the OWNER, a sum equal to FIFTEEN PERCENT (15%) | 159,225.00 |
| TOTAL | P1,061,500.00 |

- c) The schematic design and the design development services, otherwise called the preliminary design also, may be completed simultaneously and submitted together for approval.
- d) The CONSULTANT'S fee shall be paid progressively or partially, each payment shall be equivalent to the quantity of work satisfactorily accomplished and not yet paid as determined by the OWNER. In no case, however, will any partial payment be less than TEN PERCENT (10%) of the lump-sum fee.

No final payment shall be made until the CONSULTANT submits to the OWNER a certification, attested by the Project Manager of his representative to the effect that the undertaking provided herein has been satisfactorily completed. In case of default by the CONTRACTOR, at any stage of the construction, payment to the CONSULTANT shall be proportional to the construction work thus accomplished.

ARTICLE VII – MISCELLANEOUS SERVICES

- a) The CONSULTANT, on his account, obligates himself to employ competent, experienced and courteous personnel, architects, engineers, planners and consultants.
- b) The CONSULTANT agrees that the OWNER is responsible for getting the approval of the authorities for all the activities of this PROJECT.

ARTICLE VIII – SUB-CONTRACT

The CONSULTANT shall not sub-contract any of the services under this Contract without the prior approval of the OWNER. Provided however, that such approval shall not relieve the CONSULTANT of his obligation under the Contract. Provided finally that consultancy such as geologist, civil, electrical and mechanical engineers who form part of the engineering team of the CONSULTANT, shall not be considered as sub-contractors.

ARTICLE IX – PROTECTION OF INTELLECTUAL PROPERTY

The original sets of Drawing, electronic files and other Contract Documents prepared by the CONSULTANT shall be submitted to the OWNER and shall be the property of the PSHS System.

ARTICLE X – SUCCESSORS AND ASSIGNS

The OWNER and the CONSULTANT, each to the other, bind themselves, their partners, successors-in-interests their legal representatives and assigns, to respect the terms of this Contract and neither the OWNER nor the CONSULTANT shall assign, sub-let or transfer its interest under this Contract without prior written approval or consent of the other.

ARTICLE XI – WARRANTY

The CONSULTANT and her engineers and consultants involved in the PROJECT bind themselves under the provision of Article 1723 of the New Civil Code with respect to the liability for damages, if within fifteen (15) years from the completion of the project, the same should fail by reason of defects in the plans and specifications.

ARTICLE XII – TAXES

The CONSULTANT hereby assumes the payment of all taxes that may be due by reason of this contract. In accordance with the provisions of the National Internal Revenue Code, withholding taxes shall be deducted from all payments due the CONSULTANT under this contract.

ARTICLE XIII – PROHIBITED INTEREST

During the effectively of this AGREEMENT, the CONSULTANT shall not be interested or involved, directly or indirectly, in any contract or agreement on any phase of the construction such as sale or intension to sell any article, product, material or equipment with any contractor, sub-contractor or jobber for use or installation in the construction of the electro-mechanical and civil works.

ARTICLE XIV – SETTLEMENT OF DISPUTES

- a) All disputes arising from this Contract shall be submitted to a Board of Arbitrators composed of three (3) Members fail to agree on the third member, the board concern of this project shall be requested to nominate the third member of the Board of Arbitrators.
- b) For any reason whatsoever, all questions arising from this contract shall be submitted to the same Board of Arbitrators provided in section a).
- c) Decision of the Board of Arbitrators shall be become final, binding to the parties concerned and executor.

ARTICLE XV – EFFECTIVITY


This contract shall become effective and binding on the date of receipt by the CONSULTANT of the written NOTICE TO PROCEED to be issued by the OWNER within ten (10) days from the date of this contract.

IN WITNESS WHEREOF, the parties have hereunto signed this Contract and affixed their signatures this ____ day of _____.

**PHILIPPINE SCIENCE HIGH SCHOOL –
CENTRAL MINDANAO CAMPUS (PSHS-CMC)**

RDGALUA ASSOCIATES

OWNER



ENGR. LORVI B. PAGOROGON
Campus Director, PSHS-CMC


ARCH. CHERYL M. ESTRADA
Office Staff, RDGalua Associates

CONSULTANT


ARCH. REY D. GALUA
Principal Architect

WITNESSES


CARLITO C. LARIOSA
FAD Chief, PSHS-CMC

ACKNOWLEDGEMENT

Republic of the Philippines

{s.s

JUN 0,8 2016

BEFORE ME, This _____ day of _____, _____ appeared:

ENGR. LORVI B. PAGOROGON with company's ID No. D 98-07-001 and **ARCHT. REY D. GALUA** with PRC ID No. 14128, known to me to be the same person executed the foregoing instrument and who acknowledge to me that the same is their free and voluntary act and deed and of the offices that they represent.

I further certify that the foregoing **OWNER-CONTRACTOR AGREEMENT** consist of seven (&) pages including the page on which this acknowledgement is written, and the parties hereto and their witnesses have affixed their signature on the space provided and on the margin of each and every page hereof.

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

EMMANUELA A. ANON
PTR No. _____
Notary Public
Until December 31, 2016
IBP ORA 1011720-01-05-16
Issued On 0028554-01-04-16
Roll No. 29,030, CP 306-V-XII
Issued at Compliance No. V-000063
September 30, 2013

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BIDS AND AWARDS COMMITTEE (BAC)

Nangka, Balo-i, Lanao del Norte
Telephone No. (063) 836-0098
www.cmc.pshs.edu.ph

Notice of Award

May 28, 2016

DR. REY D. GALUA
Principal Architect
RDGALUA ASSOCIATES
168 Mandumol St.
Upper Macasandig
9000, Cagayan de Oro City
(088) 857-8586
Email: reygalua@yahoo.com

Dear Sir:

We are happy to inform you that your Bid dated March 21, 2016 for the execution of the **Architectural & Engineering Design and Consulting Services for the Construction of New Academic Building III**, for the Contract Price of equivalent to **One Million Sixty One Thousand Five Hundred Pesos & 00/100 (Php1,061,500.00)** as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

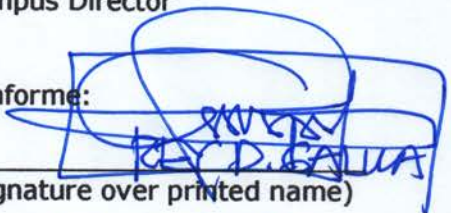
In this regard, we would like to invite you until June 7, 2016 to post the performance security and sign the contract.

As stipulated in the Revised Implementing Rules and Regulations of RA 9184 Rules XI Section 39, to guarantee the faithful performance by the winning bidder of its obligations under the contract in accordance with the Bidding Documents, it shall post a performance security prior to the signing of the contract in an acceptable forms of performance security taken from the categories stated in the schedule.

Very truly yours,


LORVI B. PAGOROGON, RPAE, MHWQ
Campus Director

Conforme:


(Signature over printed name)

Date: MAY 28, 2016