

Form of Contract Agreement

THIS AGREEMENT, made this 4th day of July, 2017 between **Cebu Normal University, Osmeña Boulevard, Cebu City, Philippines**, (hereinafter called the "Entity") and **SNG Design Enterprise, Unit 618, Pacific Century Tower, Quezon Avenue, Quezon City, Philippines** (hereinafter called the "Consultant").

WHEREAS, the Entity is desirous that the Consultant execute the **Proposed Modern Library Learning Environment**] (hereinafter called "the Works") and the Entity has accepted the bid for **Two Million Five Hundred Ninety One Thousand Three Hundred Sixty Five and Sixty Six cents** 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 Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Terms of Reference
 - (c) Request for Expression of Interest;
 - (d) Instructions to Bidders;
 - (e) Bid Data Sheet;
 - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (g) 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;
 - (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Notice of Award of Contract and the Bidder's conforme thereto;
 - (k) Other contract documents that may be required by existing laws and/or the Entity.
3. 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.

4. 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.

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

Binding Signature of Procuring Entity



Dr. Filomena T. Dayagbil

SUC President III

Cebu Normal University

Binding Signature of Consultant



Archt. Stephanie N. Gilles

Consultant/Principal Architect/Proprietor

SNG Design Enterprise

[Addendum showing the corrections, if any, made during the bid evaluation should be attached with this agreement]





DESIGN ENTERPRISE

Architecture + Engineering + Interiors
Planning + Project Development

UNIT 618 PACIFIC CENTURY TOWER, QUEZON AVENUE, QUEZON CITY

Contact No.: +63 294 1671

**CONTRACT FOR THE ARCHITECTURAL and ENGINEERING DESIGN AND CONSTRUCTION
SUPERVISION OF THE PROPOSED MODERN LIBRARY LEARNING ENVIRONMENT
OF CEBU NORMAL UNIVERSITY**

This contract, including appendices attached hereto, made and entered into and this 4th day of July at Cebu Normal University, Cebu City, Philippines by and between:

The **Cebu Normal University**, with office address at Osmena Boulevard, Cebu City, Philippines, represented by **Dr. Filomena T. Dayagbil**, hereinafter referred to as the **Owner**.

-and-

SNG Design Enterprise, with principal office and place of business at Unit 618, Pacific Century Tower, Quezon Avenue, Quezon City, Philippines, represented by **Stephanie N. Gilles**, Principal Architect, hereinafter referred to as the **Consultant**.

WITNESSETH THAT:

WHEREAS, the National Government allotted in the National Budget an amount for the Procurement of One Lot Consulting Services for the Architectural, Engineering Design & Construction Supervision of the CNU Library Modernization Project, located at Osmena Blvd., Cebu City.

WHEREAS, the Owner desire to engage the services of a qualified consultant to undertake the Architectural & Engineering Design and Construction Supervision Service, herein referred to as SERVICES.

WHEREAS, the design and supervision services of the **PROPOSED MODERN LIBRARY LEARNING ENVIRONMENT OF CEBU NORMAL UNIVERSITY** was awarded to **SNG DESIGN ENTERPRISE**.

WHEREAS, the contract price of **Two Million Five Hundred Ninety One Thousand Three Hundred Sixty Five and Sixty Six cents**, includes supervision during the implementation of the civil works for the PROJECT.

WHEREAS, as Cebu Normal University is amenable to this contract price of Two Million Five Hundred Ninety One Thousand Three Hundred Sixty Five and Sixty Six cents include supervision during the construction plan;

WHEREAS, the final report of the design shall be submitted in 75 calendar days after approval of the conceptual plan;

NOW THEREFORE, for and in consideration of the foregoing premises and stipulation hereunder contained, the parties hereby agree as follows:



DESIGN ENTERPRISE

Architecture + Engineering + Interiors
Planning + Project Development

UNIT 618 PACIFIC CENTURY TOWER, QUEZON AVENUE, QUEZON CITY

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OF CEBU NORMAL UNIVERSITY**

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-and-

SNG Design Enterprise, with principal office and place of business at Unit 618, Pacific Century Tower, Quezon Avenue, Quezon City, Philippines, represented by **Stephanie N. Gilles**, Principal Architect, hereinafter referred to as the **Consultant**.

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NOW THEREFORE, for and in consideration of the foregoing premises and stipulation hereunder contained, the parties hereby agree as follows:

PART I: ARCHITECTURAL and ENGINEERING DESIGN CONSULTANCY

ARTICLE 1 – SCOPE

The scope of the consulting Services shall be as follows:

1. Preparation of the detailed architectural & engineering designs;
2. Preparation of detailed estimates and bill of quantities
3. Design support services and supervision during project implementation;
4. Assistance in the tendering process for selection of contractors;
5. Excluding processing for building permits, occupancy permits and any other government legal requirements

The consultant will undertake the work following the phased sets of key activities:

1.0 Phase I: Pre-Design Phase (75 days)

In the pre-design phase, the consultant will work in establishing the project site, the general size and scope of the construction works. In coordination with CNU, it will conduct reconnaissance or visual inspection of the site, conduct field investigation to come up with the conceptualization design, preparation of preliminary architectural and engineering designs, general layout, preparation of outline specifications, preliminary cost estimates and preparation of specific recommendation to the client which the consultant think could benefit the project. This will be presented to the client for approval and finalization.

General activities to be undertaken under this phase are the following:

- a. Site inspection and survey
- b. Data gathering and review
- c. Field Reconnaissance, studies and investigations
- d. Establish Design Criteria/Standards
- e. Preliminary Design and Study Reports
- f. Preliminary Architectural and Engineering design, layout, outline specifications

There will be two (2) presentation of drawings on this Phase:

- 1) Schematic drawings – design scheme conceived from initial design discussion with the Owner/s.
- 2) Preliminary drawings – development drawings reflecting comments from the first presentation. Comments will be reflected on the next Phase.

2.0 Phase II: Basic Design Phase (45 days)

The Basic design phase will follow immediately after the approval of the pre-design phase report of preliminary design. These activities will include preparation and draft of detailed plans, engineering designs, engineering calculation, working drawings, detailed specifications, detailed cost estimates required for the invitation to bid for construction works.

The consultant needs to complete the basic design phase within the time allotted from the approval of the results of the Pre-Design reports. After the final pre-design document is submitted, the Owner will have five (5) calendar days to review and submit a written comment to the Consultant. The Consultant shall then proceed to prepare the final report, which will

include final detailed plans, designs, complete set of drawings and specifications and cost estimates. The Period in which the Client is in position of the documents (example: layout plan and preliminary architectural/engineering plan) for the Client's review are not included in the Consultant's working days.

The activities to be undertaken under this phase are the following:

- a. Detailed Architectural and Engineering Designs
- b. Specification and detailed cost estimates
- c. Tender Documents
- d. Prepare Final Design and Construction Schedule

3.0 Phase III: Pre-Construction Phase

On the Pre-construction phase, the consultant will prepare specification as to the type and quality of materials and finishes, proper construction methodology and the general conditions, a project is to be implemented. Also includes the preparation of Bill of Materials (BOM) that would serve as a guide for monitoring the estimates the Project.

The support service to be undertaken before/during construction are the following:

- a. Assistance and advice in securing bids, tabulation and analysis of bids results, and making recommendation on the award of construction contracts, and in preparing formal contract documents.

4.0 Phase IV: Construction Phase

- a. Full time supervision of the construction of the contracted works.
- b. Preparation of supplementary drawings required to suit actual field conditions
- c. Checking detailed construction and as-built drawing, shop and erection drawings submitted by Contractor/s.
- d. Observing performance test and start-up and making report thereon
- e. Making final inspection and reporting of completed projects.
- f. The Consultant will assist the owner in making decisions on claims of the Contractors and all other matters relating to the execution of the works.

ARTICLE II – OTHER RESPONSIBILITIES OF THE CONSULTANT

1. The Consultant binds himself to make the necessary changes and modification of his instruments of professional services when so requested by the Owner.
2. The Consultant shall not initiate nor proceed with any phase or stage of his duties or services without the written authorization and approval from the Owner.
3. The Consultant agrees that the Owner may issue a written request at any time to him requesting changes on the general scope of the Contract or directing the omission or variation in work covered by this Contract. If any such changes can increase or decrease in the actual cost of or the time required for the performance of the Contract, the Consultant shall so advise the Owner and shall not proceed with such work until both parties agree and a written agreement is issued.

4. The Consultant agree that the owner may terminate at any time the performance of rendering professional services under this Contract due to non-compliance of terms and conditions stipulated. 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 III – RESPONSIBILITIES OF THE OWNER

1. The Owner shall provide the Consultant with data like maps, surveys, preliminary designs, feasibility study, soil data and other relevant data and information that may be required for the implementation of the Project.
2. The Owner shall designate a representative authorized to act on its behalf and shall ensure Consultants access to all information that may be required for the projects as may be allowed by law. 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.
3. The Owner is responsible for the availability of funds for payment of professional services and for the Projects.
4. The Owner shall ensure that the consultant be allowed physical access to the existing facilities, conduct interviews (if necessary) and meetings with officials and the community.
5. Excluding preparation and submittal for building permits, occupancy permits and any other government legal requirements.

ARTICLE IV – SUBMITTALS

The consultant shall produce and submit to the Owner the following:

1. Eight (8) sets of Architectural and Engineering Plans and Specifications – Basic Design Phase
2. Cost Estimates and Constructions Schedules – three (3) sets, Basic Design Phase
3. Bid Evaluation report – one (1), copy after Contractor's bidding
4. Monthly Progress Reports – three (3) copies during Construction stage.
5. Final Post Construction Report – three (3) copies, at the end of the Project.

ARTICLE V – CONSULTANT'S FEES AND MANNER OF PAYMENT

The Contract amount is **Two Million Five Hundred Ninety One Three Hundred Sixty Five and Sixty Six cents (PhP 2,591,365.66).**

Whereas: the amount **exclusive** of local taxes is **Two Million Three Hundred Thirteen Thousand Seven Hundred Nineteen and Thirty Four centavos (PhP 2,313,719.34)**

The estimated local taxes amounts to **Two Hundred Seventy Seven Thousand Six Hundred Forty Six and Thirty Two centavos (PhP 277,646.32).**

Schedule of Payment (in Philippine Peso)

Phase	Duration	Amount
Upon completion of Pre-Design Phase	75 cal days	<div>PhP 647,841.42</div> <div>Local tax (12% VAT): <u>PhP 77,740.97</u></div> <div>Total PhP 725,582.39</div>
Upon completion of Basic Design Phase	45 cal days	<div>PhP 388,704.85</div> <div>Local tax (12% VAT): <u>PhP 46,644.58</u></div> <div>Total PhP 435,349.43</div>
Construction Supervision Phase	300 cal days (10 months) Divided equally into 10 Months Monthly Billing (Net/Exclusive of VAT)= PhP 103,654.62	<div>PhP 1,036,546.26</div> <div>Local tax (12% VAT): <u>PhP 124,385.55</u></div> <div>Total PhP 1,160,931.81</div>
Upon turnover		<div>PhP 240,626.81</div> <div>Local tax (12% VAT): <u>PhP 28,875.22</u></div> <div>Total PhP 269,502.03</div>
Grand Total Inclusive of VAT = PhP 2,591,365.66		

ARTICLE VI – MISCELLANEOUS SERVICES

1. The consultant, on his account obligates himself to provide the necessary adequate, and qualified professional staff to perform the required services, such as project manager, project engineer, electrical engineer, mechanical engineer, sanitary engineer, structural engineer and electronics & communication engineer;
2. The consultant agreed that the owner is responsible for getting the approval of the authorities for all the activities of this project
3. The consultant agrees to assist the owner in making decision on claims of the contractors and all other matters relating to the execution of the works.

ARTICLE VII – PROTECTION OF INTELLECTUAL PROPERTY

The original sets of tracing paper and other contract documents prepared by the consultants shall be submitted to the owner and shall be the property of the CNU.

ARTICLE VIII – SUCCESSORS AND ASSIGNS

The owner and the consultant, each of the other, bind themselves, their partners, successor-in-interest, their legal representative 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 IX – 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 X – PROHIBITED INTEREST

During the effectivity 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 project such as the sale or intention to sell any article, product, materials or equipment with any contractor, sub-contractor for use or installation in the construction of the building

ARTICLE XI – SETTLEMENT OF DISPUTES

For any reason whatsoever, all questions in dispute under this contract shall be submitted to a board of arbitrators composed of three (3) members, one to be designated by the owner the other designated by the consultant and the third to be designated and agreed by both the owner and the consultant. The decision of the Board of Arbitrators shall be final, binding and enforceable.

ARTICLE XII – EFFECTIVITY

This Contract shall become effective and binding on the date of receipt by the Consultant of the notice to proceed to be issued by the Owner within seven (7) calendar days from the date of approval of the Contract.

Stephane M. Bille

[Handwritten signatures]

PART II: CONSTRUCTION SUPERVISION

ARTICLE I - GENERAL STATEMENT

The OWNER finds it practical and expedient to engage the ARCHITECT in **Construction Supervision** of his project.

ARTICLE II - GENERAL SCOPE OF SERVICES

The general scope of services to be done by the CONSTRUCTION SUPERVISOR, as herein authorized by the OWNER shall refer to CONSTRUCTION SUPERVISION SERVICES, guided by the following:

The Construction Supervisor's fundamental functions and primary responsibilities are quality control of work, evaluation and construction work and keeping of records.

ARTICLE III - DETAILED SCOPE OF SERVICES

1. FUNCTIONS

a. Quality Control of Work

The SUPERVISOR and the Owner/Owner's Representative makes certain that the Contractor complies with the plans, specifications and other contract documents and assures that workmanship is in accordance with sound and accepted construction practices.

b. Evaluation and Construction Work

The SUPERVISOR shall assist the Principal and the Design Engineer in the evaluation of the work of the Contractor.

c. The SUPERVISOR shall keep the records and reports and submit a copy to the Owner.

d. Conduct pre-construction and construction conference, coordination meetings with the implementation team.

e. Systematize and monitor actual construction operations to ensure that the project is completed within the established time frames.

f. Tender actual monthly progress and similar reports pertaining to Physical Progress of Work, Statement of Cost and Commitments compared to the budget and current forecast to complete the proposed project.

g. Coordinate with the owner regarding the arrangements for inspection, testing and acceptance of materials and equipment received and for services, such as hauling, warehousing, building protection and other related services.

h. Prepare statement of work accomplishment.

2. ITEMS EXCLUDED


Excluded in this scope of services are the following: processing building permits and licenses, liaison with government agencies and public utility agencies, securing certificate of occupancy, cost of site security, warehousing and maintenance, cost of

advertisements, printing, and copying, cost of testing materials or completed works, and all other permits and licenses and government requirements and documents.


THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO THE FULL PERFORMANCE OF THE COVENANTS CONTAINED HEREIN AND PRAY FOR THE GUIDANCE OF THE LORD FOR A SUCCESSFUL COMPLETION OF THE PROJECT

IN WITNESS WHEREOF, the Parties to this Agreement have on the day and year first above given, hereunto set their hands at the bottom of this page and on the right-hand margin of all the other pages of this Agreement.

By :

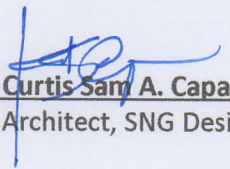

Dr. Filomena T. Dayagbil
Owner

By :


Archt. Stephanie N. Gilles
Consultant/Principal Architect/Proprietor

Signed in the presence of :


ROCHEO O. TORREJOS, CPA
Lic. No. 100301


Archt. Curtis Sam A. Capaque
Senior Architect, SNG Design Enterprise

Republic of the Philippines
City of Cebu

Before me, a Notary Public in and for the City of Cebu personally appeared Dr. Filomena T. Dayagbil with Residence Certificate no. 26543991 on January 24, 2017 at Cebu City, Phils. and Architect Stephanie N. Gilles with Residence Certificate no. 001 882 68 issued at San Juan City on June 8, 2017, both known to me and to me known to be the same person who executed the foregoing instrument and 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 30 day of JUN 2017 in the City of QUEZON CITY, Philippines.

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BOOK No. 77
SERIES OF 2017

Notary Public
ATTY. JASON G. DE BELEN
Roll No. 36259
Adm. No. NP-040 Notary Public (2016-2017)
Unit 7-M Pansy Ave. cor. Sgt. Borromeo St. Q.C.
IBP 1034820; Q.C.1-3-17
PTR No. 3802482; 1-3-17 Q.C.
MCLE V 0017261; 3-30-16