

CONTRACT OF AGREEMENT FOR


ROBERT T. URIAN
BAC Secretary

CONTRACT NO : 2023-293
TITLE : CONSTRUCTION OF SLAUGHTERHOUSE
LOCATION : Minanga Sur , Lasam, Cagayan

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT made and entered into this 8th day of January , 2024 by and between the Local Government Unit of Lasam, Cagayan, represented herein by the Municipal Mayor DANTE DEXTER A. AGATEP as LGU Lasam.
(Hereinafter called the owner)

PARTY OF THE FIRST PART and HHK CONSTRUCTION
(Hereinafter called contractor)
represented by MS. YVONNE KATRINA S. FLORIDA as PARTY OF THE SECOND PART.


JOSE A. REBULTAN, JR.
BAC Chairman

WHEREAS, the owner is desirous that certain works should be supplied and delivered , namely: CONSTRUCTION OF SLAUGHTERHOUSE @ MINANGA SUR, LASAM, CAGAYAN has accepted the bid by the Contractor for the supply and completion of such works, for the amount of Fourteen Million Nine Hundred Ninety Thousand Eight Hundred Forty Five Pesos and Five Centavos (14,990,845.05).

The whole works comprised in the contract shall be completed within 230 calendar days, in accordance with the provisions of the Bid Documents.

The contractor, at his own proper cost expenses shall fully and faithfully perform all work, furnish all the materials, equipment and labor necessary for the supply and delivery consisting of the following items of work involved:


YVONNE KATRINA S. FLORIDA
Contractor


DANTE DEXTER A. AGATEP
Municipal Mayor

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	AMOUNT
A.1.4(1)	Provision of Progress Photographs	months	7.67	431.70	2,620.80
A.1.5	Provision of Communication Facility for the Engineer(1-unit Printer,1-unit Cellphone	each	1.00	113,085.00	113,085.00
B.5	Project Billboard/Sign Board	each	1.00	5,455.80	5,455.80
B.7	Occupational Safety & Health Program	L.S.	1.00	354,816.00	3,54,816.00
B.9	Mobilization/Demobilization	L.S.	1.00	71,347.50	71,347.50
B.15	Detour/Access Road	L.S.	1.00	209,047.23	209,047.23
803(1)a	Structure Excavation(Common Soil)	cu.m.	281.11	370.08	104,033.19
804(1)a	Embankment from Structure Excavation	cu.m.	45.12	55.35	2,497.39
804(4)	Gravel Fill(Pig Pen Building)	cu.m.	19.64	1,556.17	30,563.18
900(1)c2	Structural Concrete for Footing and Slab on Fill(Class A, 28 days	cu.m.	32.74	7,312.40	239,407.98
900(1)c3	Structural Concrete for Footing Tie Beams, (Class A, 28 days)	cu.m.	6.45	8,026.98	51,774.02
900(1)c4	Structural Concrete for Columns, (Class A, 28 days)	cu.m.	7.01	7,992.75	56,029.18
900(1)c6	Structural Concrete for Beams/Girders, (Class A, 28 days)	cu.m.	6.00	8,017.28	48,103.68


RODEL TURIAN
BAC Secretary


JOSE A. REPUTAN, JR.
BAC Chairman


YVONNE KATRINA S. FLORIDA
Contractor


DANTE DEXTER A. AGATEP
Municipal Mayor

920(1)	Reinforcing Steel of Reinforced Concrete Structure, G40	kg.s.m.	2,788.84	95.57	266,529.44
903(1)	Form Works and Falseworks	L.S.	1.00	157,308.46	157,308.46
1046(2)a1	100mm CHB Non-Load Bearing (including Reinforcing Steel)	sq.m.	231.94	950.32	220,417.22
1046(2)a2	150mm CHB Non-Load Bearing (including Reinforcing Steel)	sq.m.	205.15	1,417.15	290,728.32
1027(1)	Cement Plaster Finish	sq.m.	237.84	251.65	59,852.44
1047(1)	Structural Steel	L.S.	1.00	895,022.10	895,022.10
800(1)	Clearing and Grubbing	L.S.	1.00	302,743.25	302,743.25
802(2)	Surplus Common Excavation	cu.m.	8,424.00	322.70	2,718,424.80
803(1)a	Structure Excavation (Common Soil)	cu.m.	169.72	322.15	54,675.30
804(1)a	Embankment from Structure Excavation	cu.m.	60.75	55.04	3,343.68
804(1)b	Embankment from Borrow	cu.m.	194.25	639.14	124,152.95
804(4)	Gravel Fill(Office Building)	cu.m.	34.05	1,557.56	53,034.92
900(1)c2	Structural Concrete for Footing and Slab on Fill(Class A, 28 days)	cu.m.	45.92	7,314.40	335,877.25
900(1)c3	Structural Concrete for Tie Beams(Class A, 28 days)	cu.m.	10.68	8,043.73	85,907.04
900(1)c4	Structural Concrete for Columns(Class A, 28 days)	cu.m.	11.77	8,025.68	94,462.25
900(1)c6	Structural Concrete for Beams/Girders(Class A, 28 days)	cu.m.	14.62	8,033.55	117,450.50
902(1)	Reinforcing Steel of Reinforced Concrete Structure, G40	Kgs.	5,731.25	95.60	547,907.50
903(1)	Formworks and Falseworks	L.S.	1.00	469,510.45	469,510.45
1001(1)	Soil Poisoning	L.	75.00	1,023.68	76,776.00
1001(9)	Storm Drainage and Downspout	L.S.	1.00	380,181.35	380,181.35
1002(27)	Septic Vault(Concrete/CHB)	L.S.	1.00	252,815.93	252,815.93
1003(1)	Plumbing Works	L.S.	1.00	124,463.43	124,463.43
1005	Ceiling	L.S.	1.00	54,860.40	54,860.40
1010(4)	Steel Windows	L.S.	1.00	71,230.92	71,230.92
1013(2)a1	Wooden Doors and Windows	L.S.	1.00	97,695.50	97,695.50
1013(2)a2	Fabricated Metal Roofing Accessory(Ridge Rolls)	l.m.	17.30	410.98	7,109.95
1013(2)b1	Fabricated Metal Roofing Accessory(Finishing)	l.m.	62.10	384.82	23,897.32
1014(1)b2	Fabricated Metal Roofing Accessory(Gutter)	m.	69.20	566.00	39,167.20
1018(1)	Prepainted Metal Sheets(Rib Type, Long Span, above0.427mm thk)	sq.m.	280.26	752.66	210,940.49
1018(2)	Glazed Tiles and Trims	sq.m.	82.69	2,292.44	189,557.28
1027(1)	Unglazed Tiles	sq.m.	53.20	1,948.58	103,664.46
1032	Cement Plaster Finish	sq.m.	1,190.47	251.05	298,867.49
1038(1)	Painting Works(Masonry Works)	sq.m.	1,190.47	388.90	462,973.78
1043(2)	Reflective Insulation	sq.m.	280.26	486.32	136,296.04


DANTE DEXTER A. AGATEP
 Municipal Mayor


YVONNE KATHRINA S. FLORIDA
 Contractor


JOSE A. REBUTAN, JR.
 BAC Chairman


RODOLFO URIAN
 BAC Secretary

1046(2)a1	PVC Doors and Frames	L.S.	1.00	17,871.60	17,871.60
1046(2)a1	100mm CHB Non-Load Bearing(including reinforcing steel)	sq.m.	204.60	950.32	194,558.23
1046(2)a2	150mm CHB Non-Load Bearing(including reinforcing steel)	sq.m.	259.64	1,417.43	368,021.53
1047 (1)	Structural Steel	sq.m.	1.00	957,376.92	957,376.92
SPL-1	Aluminum Doors	sq.m.	1.00	13,195.31	13,195.31
1100(10)	Conduits, Boxes and Fittings	sq.m.	1.00	59,383.80	59,383.80
1101(42)	Wires and Wiring Devices	sq.m.	1.00	186,569.46	186,569.46
1102(1)	Panelboard with Main & Branch Breakers	sq.m.	1.00	39,888.65	39,888.65
1103(1)	Lighting Fixtures and Lamps	sq.m.	1.00	76,314.91	76,314.91
1109	Grounding System	L.S.	1.00	20,339.70	20,339.70
1200(5)	Exhaust Fan	L.S.	1.00	38,348.73	38,348.73
1200(13)	Airconditioning	L.S.	1.00	35,743.20	35,743.20
1201	Water Pumping System	L.S.	1.00	455,514.26	455,514.26
SPL 2	Hog-Line (Equipment)	L.S.	1.00	1,911,092.40	1,911,092.40
					P 14,990,845.05

THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall deemed to form and be interpreted and construed as part of this agreement, viz:
 - a. Plans
 - b. Specifications and/or Proposal Booklets
 - c. General Conditions and Special Conditions
 - d. Advertisement or Evidence of Publication of Bids Projects
 - e. Contractor's License and Certificate of Renewal
 - f. Certificate of Availability of Funds
 - g. Performance Bond
 - h. Bids and Abstract of Bids
 - i. Approval of the Award by the BAC Chairman
 - j. Official Government Estimate by Work Items and Cost Components
 - k. Duly Approved Program of Work and Cost Estimates
 - l. Authority to the Contractor's Representative/Signatory to the Contract
 - m. PERT/CPM or Equivalent Schedule of Work
 - n. Cash Flow Projection and Quarterly Basis
 - o. Other Pertinent Documents as may be Reasonably Required by Owner


RODOL F. DURIAN
BAC Secretary

2. In consideration of the payment to be made by the Owner to the contractor are hereinafter mentioned, the contractors hereby covenants with the Owner to Supply, deliver and complete the work in conformity in all respects with the provisions of the contract.
3. The Owner hereby covenants to pay the contractor in consideration of the Supply, deliver and completion of the works, the contract price at the times and in all manner prescribed by the contract and specified in the Bid.
4. The implementing Rules and Guidelines regarding adjustment of Contract Price adopted and approved by the government will be applied in this contract.
5. The contractor warrants that he has not given nor promised to give money or gift to any employee of the Owner to secure this contract.
6. That the contractor shall comply with, and strictly observed, all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws.
7. This agreement becomes valid and binding upon approval in accordance with the provisions of PD No. 1594.


JOSE A. REBULTAN JR.
BAC Chairman

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands the day, month and year first above written.


YVONNE B. FLORINA
Contractor


DANTE DEXTER A. AGATER
Municipal Mayor

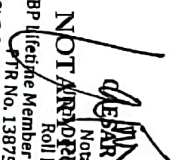
ACKNOWLEDGEMENT


RODOLFO M. URIAN
BAC Secretary

BEFORE ME, Notary Public for in the Province of Cagayan personally appeared HON. DANTE DEXTER A. AGATEP with Community Tax Certificate No. 16912151 issued on January 03, 2024 at Lasam, Cagayan, Local Government Unit, Lasam, Cagayan and MS. YVONNIE KATHRINA S. FLORIDA with Community Tax Certificate No. _____ at _____, Cagayan issued on _____ at _____ known to me and to me known to be the same person who executed the foregoing **CONTRACT OF AGREEMENT** and they acknowledged to me that the same is their true act and deed for in behalf of the **PARTIES** they represent.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this _____ day of JAN 08 2024 at APARRI, CAGAYAN.


JOSE A. REBULTAN, JR.
BAC Chairman


APARRI R. CATRAL
Notary Public
NOTARY PUBLIC
Roll No. 43285
IBP Lifetime Member No. 013051-09/05/2014
TR No. 13875906-01/02/2024
MCLE Compliance No. VI-0000179-02/20/2019
Aparri, Cagayan

Doc. No. : 133
Page No. : 28
Book No. : 1
Series of: 2024

NOTE:

That the provision of Republic Act No. 6685 and DPWH Ministry Order No. 17-A are incorporated in this Agreement.

Failure without good cause by the Contractor or Sub-Contractor to comply with the requirements of Section 1, 4 and 5 of RA No. 6685 shall be penalized by a fine of **TWENTY THOUSAND PESOS (P 20,000.00)** for the first offense; suspension of **ONE YEAR** from participating in the public bidding for the second offense; and perpetual disqualification from participating in the public works bidding for the third offense.


YVONNIE KATHRINA S. FLORIDA
Contractor


DANTE DEXTER A. AGATEP
Municipal Mayor