## CONTRACT OF AGREEMENT FOR

CONTRACT NO. : <u>2024-221</u>

TITLE : NABANNAGAN WATER SYSTEM PHASE III

LOCATION : Nabannagan West, Lasam, Cagayan

## KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT made and entered into this 3<sup>rd</sup> day of October, 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 YVONNE KATHRINA S. FLORIDA as PARTY OF THE SECOND PART.

WHEREAS, the owner is desirous that certain works should be supplied and delivered, namely: <u>NABANNAGAN WATER SYSTEM PHASE III @ NABANNAGAN WEST, LASAM, CAGAYAN</u> has accepted the bid by the Contractor for the supply and completion of such works, for the amount of <u>Nine Hundred Ninety-Seven Thousand Four Hundred Thirty Pesos and Sixteen Centavos (PHP 997,430.16).</u>

The whole works comprised in the contract shall be completed within 45 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:

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT BID PRICE	TOTAL
	B.9	Mobilization/Demobilization	1.00	L.S.	9,817.50	9,817.50
	100(2)	Clearing and Grubbing	1,005.00	sq.m.	22.16	22,270.80
	1600(2)	Pipeline Trench Excavation	78.00	cu.m.	160.98	12,556.44
)	1601(1)	Fill and Backfill	77.41	cu.m.	334.03	25,857.26
	1001(10)	Pipes with Fittings and Connection	1.00	L.S.	173,853.63	173,853.63
	1201(1)	Water Pumping System	1.00	L.S.	544,625.77	544,625.77
	SPL 1	Electrical Works	1.00	L.S.	63,659.38	63,659.38
	SPL 2	Maintenance of Concrete Water Tank (Clearing and Waterproofing)	1.00	L.S.	72,798.75	72,798.75
	SPL 3	Provision of Equipment	1.00	L.S.	71,990.63	71,990.63
					TOTAL	997,430.16

## 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
  - I. 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
- 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.

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

YVONNE KATARINA **6**. FLORIDA

Contractor

DANTE DEXTER A. AGATEP Municipal Mayor