



Republic of the Philippines
Department of Science and Technology
PHILIPPINE SCIENCE HIGH SCHOOL – CENTRAL VISAYAS CAMPUS
Talaytay, Argao, Cebu

CONTRACT OF SERVICES

Contract No. 2016-03-01

**ARCHITECTURAL, ENGINEERING DESIGN AND CONSULTING SERVICES FOR
THE CONSTRUCTION OF DORMITORY FOR BOYS – ANNEX BUILDING &
CONSTRUCTION OF DORMITORY FOR GIRLS – ANNEX BUILDING
(Project)**

THIS CONTRACT ("Contract") is entered into this 21st day of March 2016, by and between the **Philippine Science High School – Central Visayas Campus** ("the Client") represented herein by its Campus Director, **DR. WARREN D. CORDETA**, having its principal place of office in Guso, Talaytay, Argao, Cebu, and **rd Galua Associates** ("the Consultant") represented herein by its principal architect/ owner, **DR. REY D. GALUA** with office address at 168 Mandumol St., Upper Macasandig, Cagayan de Oro City.

WHEREAS, having been determined as the bidder with the **Highest Rated Responsive Bid (HRRB)** by the Bids and Awards Committee (BAC), the Client intend to have the Consultant perform the services hereinafter referred to; and

WHEREAS, the Consultant is willing to perform these services;

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in the Terms of Reference (TOR), attached hereto as **Annex "A"**, which is made an integral part of the Contract ("the Services").
 - (ii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in the term.
- 2. Term**

The Consultant shall intermittently perform the Services, subject to the approval of PSHS-CViSC, for **ninety (90) calendar days** reckoned from the effective date of the contract, or any other period as may be subsequently agreed upon by the parties in writing.
- 3. Payment**
 - A. Ceiling**

For services rendered pursuant to the TOR, the Client shall pay the Consultant an amount not to exceed the total sum of **one million six hundred eighty three thousand pesos**

Handwritten signature: *John Gurn*

Based on the TOR, a fee shall be paid upon the submission of the agreed outputs and deliverables within the time-periods allocated for submission for the specific outputs and deliverables. Any change in the delivery dates shall be mutually agreed upon between the Client and the Consultant. However, a mobilization fee equivalent to 15% of the Contract Price shall be released to the Consultant after issuance of the Notice to Proceed (NTP).

Payment shall be made in Philippine Pesos, not later than forty five (45) calendar days following the submission by the Consultant of the required deliverables, provided that these deliverables are duly approved by the Client.

The period of engagement for the Consultant is ninety (90) calendar days. The Consultant shall work intermittently for the project duration, subject to the approval of the Client.

The Consultant shall allocate specific number of working days to incorporate revisions and changes to the final architectural and engineering design and shall propose steps/ recommendations for the sustainability of the Project.

The Consultant shall ensure that the final architectural and engineering design of the building/structure under consideration shall be **“functional”** taking into account the budget allocated for the implementation of the civil works for the project.

The reckoning date for each deliverable shall be upon receipt of the Consultant of the Notice of Approval from the Client. The Consultant should ensure that the applicable timeline for each submission has been followed accordingly supported with proofs of compliance or receipt of notices.

The schedule of deliverables shall be as follows:

Activity	Level of Effort	Deliverables	Progress Report Schedule	Payment %
Soil analysis and topographic survey	30 man-days	Results of Soil Analysis and Topographic Survey	Within 30 cd from the effective date of the Contract	10%
Preliminary Design	15 man-days	Draft of the Preliminary Design (in A3)	Within 45 cd from the effective date of the contract	15%
First Draft Design	15 man-days	Draft Design with technical specification, detailed estimates, program of works and Pert/CPM)	Within 60 cd from the effective date of the contract	20%
Final Draft Design	15 man-days	Final Draft Design	Within 75 cd from the effective date of the contract	20%
Final Design	15 man-days	Final Design (1 original, 10 sets blueprint & a softcopy)	Within 90 cd from the effective date of the contract	25%
Supervision	as needed during works (civil works)	Supervision during construction (civil works) implementation	After the completion of civil works	10%

4. Project Administration

A. Coordinator

The Client designates **LEONILA N. OYANGOREN** as Client's Coordinator. The Coordinator will be responsible for the Coordination of activities under this Contract, payment of services rendered by the Consultant and for appropriate recommendations as to the review & acceptance of the detailed technical contents of the Consultant's reports. For the Consultant, **CHERYL S. MAGADAN** shall represent the Consultant's interests and shall manage this project in accordance with this Contract.

B. Project Staff

The personnel assigned to this project by the Consultant shall **CHERYL S. MAGADAN**. She may not delegate his/her

responsibilities under this Contract without prior written approval of the Client.

C. Approving Authorities

Final approval of all deliverables under this Contract shall only be between the Client and the Consultant.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

The Consultant shall promptly replace any employee assigned under this Contract that the Client considers unsatisfactory.

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in all dealings related to the Services.

The Consultant shall furnish to the Client such information related to the Services as the Client may from time to time reasonably request.

The Consultant shall at all times cooperate and coordinate with the Client with respect to the carrying out of its obligations under this Contract.

6. Confidentiality

During the term of the Contract, and **within two (2) years after its expiration**, the Consultant shall not: disclose any proprietary or confidential information relating to the Services, the Contract, or the Client's business or operations; communicate or disclose, at any time, to any person or entity any proprietary or confidential information acquired in the course of the Services; nor, make public the recommendations formulated in the course of, or as a result of, the Services, without prior written consent from the Client. For purposes of this clause, "confidential information" means any information or knowledge acquired by the Consultant and/or its Personnel arising out of,

or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

7. Ownership of Materials

Any designs, schematic diagrams, studies, reports, or other materials or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents, exclusively for records purposes.

8. Consultant Not To Be Engaged In Certain Activities

The Consultant agrees that, during the term of the Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant, shall be disqualified from providing goods, works, or consulting services for any project resulting from or closely related to this Contract other than the Services and any continuation thereof provided there is no current or future conflict.

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly in any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract, during the term, and after the termination of this Contract.

9. Insurance

The Consultant, at its own cost, shall be responsible for taking out or maintaining any appropriate insurance policy against any risk related to the project.

The Client undertakes no responsibility in respect of life, health, accident, travel, or any other insurance coverage for the Consultant, Sub-Consultant, and each of their Personnel or for the dependents of the Consultant, Sub-Consultant, or any such Personnel.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. Law Governing Contract

The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Philippine Laws (Applicable Laws).

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel of the Consultant and any Sub-Consultant, complies with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

[Handwritten signatures and initials in the left margin, including a large signature at the top and the word "Garay" at the bottom.]

If, after the date of the Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under the Contract shall be increased or decreased on a no-loss gain basis.

12. Dispute Resolution

If any dispute or differences of any kind whatsoever shall arise between the Parties in connection with the implementation of the Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all disputes arising out of the Contract that cannot be amicably settled between the parties shall be referred to adjudication/arbitration in accordance with the rules of procedure of Philippine Laws.

13. Liquidated Damages

If the Consultant fails to submit the required deliverables or output in the form and within the time-periods specified in the TOR, the Client shall, without prejudice to its other remedies under the Contract and under Philippine laws, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the Services for each day of delay based on the approved contract schedule.

In case the sum of liquidated damages reaches ten percent (10%) of the contract amount, the Client shall automatically rescind the contract, without prejudice to other courses of action and remedies open to it.

14. Termination

The Client may extrajudicially terminate the Contract subject to the conditions and procedures provided under the Guidelines on Termination of Contracts as provided by the Government Procurement Policy Board (GPPB).

FOR THE CLIENT

DR. WARREN D. CORDETA
Campus Director
Philippine Science High School
Central Visayas Campus
Talaytay, Argao, Cebu
Tel#: (032)513 6258
E-mail: cvisc1@yahoo.com

CONSULTANT

DR. REY D. GALUA
architect/owner
rd Galua Associates
168 Mandumol St., Upper
Macasandig, Cagayan de Oro City
Telefax#: (088)857-8586
Email: reygalua@yahoo.com

LEONILA N. OYANGOREN
PSHS/CVisC

WITNESSES

DR. PRINCES AM C. YARE
Consultant

FUNDS AVAILABLE:

LYNN L. DATANAGAN
Accountant II

Republic of the Philippines
PROVINCE OF CEBU
MUNICIPALITY OF ARGAO {s.s.

BEFORE ME, This 21st day of March, 2016 appeared:

DR. WARREN D. CORDETA with Community Tax Certificate No. 10101090 issued at Argao, Cebu on 01-04-2016 and **DR. REY D. GALUA** with Community Tax Certificate No. 3090430 issued at CABAYAN PEOR on JANUARY 6/2016 known to me to be the same persons who executed the foregoing instrument and who acknowledged 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** consists of seven (7) pages including the page on which this acknowledgement is written, and the parties hereto and their witnesses have affixed their signatures 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.

[Signature]
NOTARY PUBLIC

ATTY. JONATHAN SR. C. VILLEGAS
Notarial Commission No. 004-2013
Notary Public for the municipalities
within the jurisdiction of RTC-26
(Sibonga, Argao, Dalaguete, Alicay
& Boljoon) until December 31, 2016
2/F Four Aces Commercial Bldg.
Poblacion, 6021 Argao, Cebu
Tel. No. 318-6089
Roll of Attorney's No. 56306
PTR #. 10345572/1-4-16, Cebu
IBP #: 1002832/1-4-16, Cebu
MCLE No. IV-0001852 - 3/29/11

Doc : 900
Page : 80
Book No. : 1
Series of : 2016

