



OFFICE OF THE EXECUTIVE DIRECTOR

NOTICE TO PROCEED

19 November 2018

ARCH. JOSE R. PEÑAFLO
Architect
Marymount Village
Brgy. Anos, Los Baños
Laguna

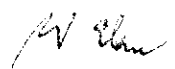
Dear Arch. Peñaflor:

The attached Contract Agreement (CA), having been signed, notice is hereby given to you that work may proceed effective **three (3) days** upon receipt of this notice for the project, **"Architectural & Engineering (A&E) Design Preparation for the Proposed Improvement of Storm Drainage and Sanitary Drainage at PCAARRD Staff Housing"** in PCAARRD, Los Baños, Laguna.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the bid documents, and the CA.

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 Institution Development Division (IDD), PCAARRD.

Very truly yours,


REYNALDO V. EBORA
Acting Executive Director

I acknowledge receipt of this Notice on: DEC. 10, 2018
(Date of Receipt)

Name of the Representative of the Bidder: JOSE R. PEÑAFLO

Authorized Signature: 



CONTRACT AGREEMENT

This **AGREEMENT**, made and entered into on this ____ day of _____, 2018 by and between:

The **PHILIPPINE COUNCIL FOR AGRICULTURE, AQUATIC AND NATURAL RESOURCES RESEARCH AND DEVELOPMENT (PCAARRD)**, a government agency with principal office at Los Baños, Laguna, herein referred to as the "**OWNER**" and represented herein by its Acting Executive Director, **DR. REYNALDO V. EBORA**;

and

ARCH. JOSE R. PEÑAFLOR a registered Architect with office address at Marymount Village, Brgy. Anos, Los Baños, Laguna, herein referred to as the "**CONSULTANT**".

WITNESSETH THAT

WHEREAS, the Philippine Council for Agriculture, Aquatic and Natural Resources Research and Development (PCAARRD) posted an invitation to submit proposals for the procurement of **CONSULTING SERVICES** for Architectural and Engineering (A&E) design preparation for the project, "**PROPOSED IMPROVEMENT OF STORM DRAINAGE AND SANITARY DRAINAGE SYSTEM AT PCAARRD STAFF HOUSING**" at PCAARRD, Los Baños, Laguna;

WHEREAS, the technical proposals were evaluated by the Technical Working Group using Quality Based Evaluation (QBE) on October 25, 2018;

WHEREAS, the ARCHITECT based on the evaluation, obtained the passing rate of 82%, hence, the BAC – Technical Working Group (TWG) recommended the opening of it's financial proposal;

WHEREAS, PCAARRD based on the approved **Resolution No. CONS 18-02** (BAC Resolution Declaring SCRB and Recommending Approval of Award of Contract) decided to award the contract to **ARCH. JOSE R. PEÑAFLOR** as per Implementing Rules and Regulations of Republic Act 9184 (effectivity date October 28, 2016);

WHEREAS, time is of the essence of this contract;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the terms and covenants hereinafter specified, the parties hereto have signed and hereby agree as follows:

ARTICLE I - CONSULTANT'S SCOPE OF WORK

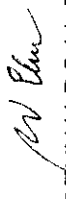
The **CONSULTANT** shall, in accordance with the provisions of, and subject to the conditions in the contract documents, and in consideration for the sum of money hereinafter stated shall fully and faithfully perform the abovementioned works and render professional services consisting of the following:


CAROLINA T. BOSQUE
Chief Accountant, FAD
PCAARRD


(Contractor's Witness)



RUEL CARLO L. TANQUECO
Officer-in-Charge, IDD
PCAARRD


JOSE R. PEÑAFLOR
Architect


REYNALDO V. EBORA
Acting Executive Director
PCAARRD

I. Pre-Design Phase:

1. Performs initial site survey and investigation to check the extent of the improvement works;
2. Prepares documented recommendations based on the data gathered from the preliminary investigation conducted;
3. Prepares preliminary design plans and material specifications based on the recommendations prepared for the improvement works; and
4. Prepares preliminary cost estimates for the proposed project based on current cost parameters.


 CAROLINA T. BOSQUE
 Chief Accountant, FAD
 PCAARRD

II. Basic Design Phase:

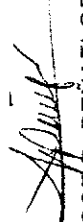
1. Prepares the Design Development Documents consisting of all necessary detailed plans, and other detailed drawings, including outline specifications from the approved Preliminary Schematic Design Studies, to best illustrate the extent of the building improvement project;
2. Prepares the Working Drawings and Specifications setting forth in detail the work required for the architectural, structural, electrical and drainage works from the approved Design Development Documents;
3. Prepares technical specifications describing the type and quality of materials to be used, the finishes, the manner of construction, and the general conditions under which the proposed improvement project is to be implemented;
4. Prepares ten (10) complete sets of working drawings, technical specifications and other standard forms (Bill of Materials, Approved Budget for Contract, Detailed Cost Estimate Worksheet, and Proposed Work Schedule with Bar Chart and S-Curve).


 (Contractor's Witness)


 RUEL/CARLO L. TANQUECO
 Officer-in-Charge, IDD
 PCAARRD

III. Support Services/Reports during Project Implementation Phase:


1. Prepares supplementary drawings, if required, to suit actual field conditions;
2. Checks detailed construction and detailed as-built plans/drawings submitted by the contractor;
3. Inspects and examines the actual progress/status of the project on a biweekly (every other week) basis to ensure that the work strictly complies with the plan and specifications. A record of these visits shall be kept by PCAARRD, together with the documented observations of the consultant against defects, deficiencies, and/or deviations in the work of the contractor against the plans and specifications; and
4. Assists in the preparation of progress billings with corresponding certificates that the work of the contractor has progressed by a certain amount for a period of time within the contract time.


 JOSE R. PENAFLO
 Architect


 REYNALDO V. EBORA
 Acting Executive Director
 PCAARRD

ARTICLE II - TIME COMPLETION

The work to be performed by the **CONSULTANT** under this contract shall commence on the third (3rd) day upon receipt and acceptance of the *Notice to Proceed (NTP)* from the Owner. The project shall be completed within **FIFTY (50) CALENDAR DAYS**.


CAROLINA T. BOSQUE
Chief Accountant, FAD
PCAARRD

ARTICLE III - THE CONTRACT SUM

Upon inspection and acceptance by the OWNER, the CONSULTANT shall be paid the amount of **PESOS ONE HUNDRED THOUSAND (P 100,000.00)** only, subject, however, to the usual government accounting and auditing rules and regulations.

ARTICLE IV - MANNER OF PAYMENT OF CONTRACTOR'S FEE

Payments to the CONSULTANT on account of their fee, shall be made by the OWNER as follows:


1. Upon completion of Schematic Design Services and after submission of the Schematic Designs to the OWNER, a fee which is equal to TWENTY FIVE PERCENT (25%) of the Total Contractor's fee per Project.
2. Upon completion and submission of the Final Design/drawings and Bid Documents to the OWNER, a sum equivalent to SIXTY PERCENT (60%) of the Contractor's Fee per project.
3. Upon completion of the construction work and the OWNER's approval of Certificate of Completion and Turn-Over, the balance of FIFTEEN PERCENT (15%) of the final CONSULTANT's Fee per project as computed shall be paid.


(Contractor's Witness)


RUEL CARLO L. TANQUECO
Officer-in-Charge, IDD
PCAARRD

ARTICLE V - LIQUIDATED DAMAGES

Where the Contractor refuses or fails to satisfactorily complete the work within the specified contract time plus any time extension duly granted and has defaulted under the contract, the CONSULTANT shall pay the OWNER for liquidated damages, and not by way of penalty, an amount equal to ONE-TENTH OF ONE PERCENT (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the OWNER shall rescind the contract, without prejudice to other courses of action and remedies open to it.


JOSE R. PENAFLO
Architect

ARTICLE VI - OTHER CONDITIONS OF SERVICES

1. **Extra Sets of Tender Bid Documents.** The CONSULTANT shall furnish the OWNER TEN (10) SETS of Drawings, Specifications, and other contract documents. Cost of printing or reproduction of extra sets of Tender Bid Documents when required by the OWNER or his representatives is to be charged and paid for by the OWNER.
2. **Estimates.** Any Statements of Probable Construction Cost to any Semi-Detailed or Detailed Cost Estimates submitted by the CONSULTANT is accurate only up to a certain degree. This is so because the CONSULTANT has no control over the cost factors of labor and materials or the many factors that go into competitive bidding. The estimates prepared by the CONSULTANT shall be


REYNALDO V. EBORA
Acting Executive Director
PCAARRD

1. held confidential and shall not be divulged to anybody except the OWNER or his duly authorized representative.
2. **Ownership of Documents.** Ownership of documents as well as the rights pertaining thereto shall be governed by the provisions of Republic Act No. 8293 otherwise known as the Intellectual Property Code of the Philippines.

ARTICLE VII - VENUE OF COURT ACTION

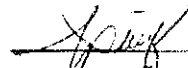
Should any court action be instituted by the OWNER or by the CONSULTANT arising from this Contract, the parties hereby agree that the venue thereof shall be the proper court in the Province of Laguna.

In WITNESS WHEREOF, the parties to the Contract have to this date set their hands and seal at the bottom of this page and on the entire left margin of all pages of this AGREEMENT.


**PHILIPPINE COUNCIL FOR
AGRICULTURE, AQUATIC AND
NATURAL RESOURCES RESEARCH
AND DEVELOPMENT (PCAARRD)**
(Owner)

By:

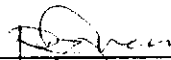

REYNALDO V. EBORA
Acting Executive Director



JOSE R. PEÑAFLOR
(Architect)

By:

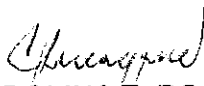

JOSE R. PEÑAFLOR
Architect

SIGNED IN THE PRESENCE OF:


RUEL CARLO L. TANQUECO
Officer-in-Charge, IDD


(Consultant's Witness)

CERTIFIED FUNDS AVAILABLE:


CAROLINA T. BOSQUE
Chief Accountant
FAD-Accounting Section, PCAARRD

Republic of the Philippines)
Province of) S. S.
Municipality of)

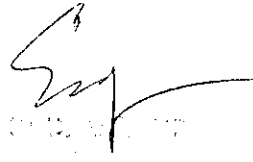
ACKNOWLEDGEMENT

BEFORE ME, this _____ day of _____, 2017 appeared:

DR. REYNALDO V. EBORA with Philippine Passport No. **S0005685A** issued at DFA Manila on August 17, 2017 and **ARCH. JOSE R. PEÑAFLO** with Community Tax Certificate No. 05341377 issued at LOS BANOS, LAG. on JAN. 12, 2018, known to me to be the same persons who executed the foregoing instrument and who acknowledged the same to be their free and voluntary act and deed of the entities which they represent.

I further certify that the foregoing Contract Agreement consists of five (5) 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 for on this page and on the margin of each and every page.

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



(Notary Public)
Until : _____
PTR No.: _____
Issued on: _____
Issued at : _____

Doc. No. 209
Page No. 13
Book No. 339
Series of 2018