

GENERAL CONSTRUCTION AGREEMENT FOR THE "ADDITIONAL GLAZING, PAINTINGS AND COATINGS, WATERPROOFING OF SOUTHSIDE RETAINING WALL, MECHANICAL INSTALLATION AND TAPPING OF MAIN BUILDING TEMPORARY POWER SUPPLY" AS ADJACENT OR CONTIGUOUS TO THE COMPLETION OF THE HUMAN KINETICS PROGRAM GYMNASIUM PHASE 3

30 MAY 2019

This Agreement made this 30th day of May at _____, by and between

The **UNIVERSITY OF THE PHILIPPINES**, the national university, created by virtue of Act. No. 1870, as amended and strengthened by Republic Act No. 10809 through its constituent university, **UNIVERSITY OF THE PHILIPPINES BANGALUA**, represented herein by its Chancellor, Dr. RAYMUNDO D. ROVILLOS, hereinafter referred to as the "**UNIVERSITY**";

AND

A.P.O. GENERAL CONSTRUCTION, a single proprietorship registered with the Department of Trade and Industry, operating under the laws of the Philippine Republic, address at 1-D Ambiong Road, Baguio City, duly represented herein by its Manager, ALFONSO OLOAN PEL-EY, granted full power and authority to do, and perform any and all acts necessary to comply with the provisions of this Construction Agreement, hereinafter referred to as the "**CONTRACTOR**";

WITNESSETH: That

First, the **UNIVERSITY AND APO GENERAL CONSTRUCTION** entered into an agreement dated August 1, 2017 for the Completion of Human Kinetics Program Gymnasium Phase 3

WHEREAS, since the Completion of Human Kinetics Program Gymnasium Phase 3 has not yet done so the **UNIVERSITY** will hire the services of **APO GENERAL CONSTRUCTION** for the "**ADDITIONAL GLAZING, PAINTINGS AND COATINGS, WATERPROOFING OF SOUTHSIDE RETAINING WALL, MECHANICAL INSTALLATION AND TAPPING OF MAIN BUILDING TEMPORARY POWER SUPPLY**" AS ADJACENT OR CONTIGUOUS TO THE COMPLETION OF THE HUMAN KINETICS PROGRAM GYMNASIUM PHASE 3;

WHEREAS, a notice of award dated 28 MAY 2019 was issued to the **CONTRACTOR** who has accepted the **PROJECT** under set terms and conditions, representing itself to be competent, skilled, and fully equipped with the necessary materials, manpower and equipment necessary for undertaking the **PROJECT**;

NOW THEREFORE, for and in consideration of the foregoing premises, the **UNIVERSITY** and **CONTRACTOR** hereto agree as follows:

**ARTICLE I
SCOPE OF WORK**

1.1 The **CONTRACTOR** shall:

- a. Supply and provide all labor, materials, tools, and equipment, in and water, transportation and other facilities, services and all related to the **PROJECT**, in accordance with the issued plans, drawings, schedules, specifications, and other related contract documents, necessary to complete the work to completion, as called for in the Plans and Scope of Works;
- b. At its own expense, be responsible for the unloading, unpacking, and storage of all contract-furnished materials, machinery, and equipment delivered to the construction site, and shall also be responsible for the storage, transportation, safekeeping, and any other necessary arrangements

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materials, machinery, and equipment within the site;

- c. Ensure adequate protection at all times of all materials, machinery, and equipment in the construction site against damage, robbery, and pilferage and shall be responsible for any damage or loss to the same. Render services on all work performed in accordance with the provisions of this Agreement and the Contract Documents incorporated hereto.

1.2 The detailed tasks involved for each individual item of work set forth in the immediately preceding paragraph are enumerated in the Scope of Work and Technical Specifications attached with related papers which form part of this Agreement.

ARTICLE II CONTRACT DOCUMENTS

2.1 The following Contract Documents are incorporated hereto and made a part of this Agreement:

- a. BAC Resolution (Annex "A")
- b. Bill of Quantities (Annex "B");
- c. Notice of Award with the Contractor's acceptance thereon (Annex "C");
- d. Performance Security (Annex "D");
- e. Notice to Proceed (Annex "E");
- f. Drawings (Annex "F");

2.2 The terms, conditions, stipulations, and warranties under the foregoing Contract Documents are deemed part of this Agreement. In case of doubt or conflict between any items or provisions of the Contract Documents, and/or between and among any of the Contract Documents and this Agreement, the CONTRACTOR shall refer the same in writing to the UNIVERSITY for clarification and guidance. The clarification or determination made by the UNIVERSITY shall be binding and conclusive upon the parties.

2.3 The CONTRACTOR shall under no circumstances make any change or alteration in the plans, conditions, and specifications of the PROJECT without prior written approval of the UNIVERSITY.

2.4 The parties may, in writing, agree to any revision, alteration or addition to the terms and conditions of this Agreement or the Contract Documents.

ARTICLE III CONTRACT PRICE

3.1 For and in consideration of the performance and accomplishment of the PROJECT, the UNIVERSITY shall pay the CONTRACTOR the total amount of **Three Hundred Thirty Thousand Ninety-Three Pesos and Forty-Five Centavos (P309,345.00)** only subject to Article VI (Payments) of the Agreement and pertinent laws and contracts and auditing procedures.

3.2 The Contract Price is inclusive of all duties, taxes, licenses, premiums, fees, and charges which may accrue by virtue of the PROJECT, such as but not limited to permit and regulatory fees, municipal and personal property taxes, fees for storage or consumption, employment taxes, social security payments and contributions imposed by law, and insurance. All such fees shall be for the benefit of the CONTRACTOR. Any exemption in the payment of the foregoing shall be for the benefit of the UNIVERSITY. The CONTRACTOR is obligated to inform the UNIVERSITY in writing of any exemptions obtained by or granted to it with respect to taxes, licenses, and other fees. The CONTRACTOR shall pay all costs incurred in the preparation of this Agreement, including notarial fees.

3.3 No changes shall be made on the Contract Price by reason of escalation of the price of materials, tools, equipment, or labor supervening during the course of the project, except in accordance with guidelines provided by law.

3.4 The payment of escalation costs shall be subject to the unilateral and written approval of the UNIVERSITY and to availability of funds.

3.5 Should the UNIVERSITY require the CONTRACTOR to perform additional work required under this Agreement, the additional cost of such work shall be added to the Contract Price.

3.6 Should the UNIVERSITY require the CONTRACTOR to omit any work or part of the PROJECT, the cost of work omitted shall be deducted from the Contract Price.

3.7 In case of the two immediately preceding sections, the cost of additions or omissions shall be subject to prior written agreement by both parties, upon recommendation of the Management Team composed of the Chancellor, Vice Chancellor for Administration, Business Administration, Design Consultant, General Engineering Consultant & Project Engineer before implementation of any such requirement.

3.8 Any amount payable to the CONTRACTOR may be compensated against damages payable to the UNIVERSITY under this Agreement.

ARTICLE IV TIME OF COMPLETION AND LIQUIDATED DAMAGES FOR DELAY

4.1 The CONTRACTOR shall perform and complete the PROJECT to the satisfaction of the UNIVERSITY within **ninety (90)** calendar days from date of effectivity as indicated in the Agreement. In relation thereto, the CONTRACTOR must submit a monthly progress report to the UNIVERSITY. Such report should also be posted at a conspicuous place at the construction site.

4.2 Time being of the essence of the PROJECT, delay in the completion of the PROJECT may be excusable only if the same is due to *force majeure*, additional work approved by the UNIVERSITY, or for any other special circumstance as may be determined by the UNIVERSITY.

4.3 *Force Majeure* is defined as any circumstance beyond the control of the parties which directly prevent the parties from performing their obligations such as, but not limited to, weather conditions, fires, earthquakes or other natural calamities, valid work stoppage orders of competent authority, civil disorder, war, and other hostilities.

4.4 Should there arise any circumstance provided in 4.2 above which prevents the performance of its obligations, the party concerned shall notify the other in writing setting forth the facts and circumstances within five (5) days of its occurrence. Should there be need for extension of period of compliance with its obligations, both parties shall agree on a reasonable period to comply with the undertaking. Any other request for extension by the CONTRACTOR shall be granted or denied by the UNIVERSITY at its sole discretion.

4.5 Upon the occurrence of any circumstance of *Force Majeure*, the CONTRACTOR shall endeavor to continue in the performance of its obligations so far as reasonably practicable. In all cases, the CONTRACTOR shall give the UNIVERSITY written notice of the steps it proposes to take, including any reasonable alternative means for the performance of its obligations. The CONTRACTOR shall not take any such steps unless authorized in writing by the UNIVERSITY.

4.6 In no case shall extension of time for completion be granted in any of the following circumstances:

- a. Ordinary unfavorable weather conditions;
- b. Labor problems or disputes involving the Contractors' employees, workers, or personnel, or those of its sub-contractors, agents, or
- c. When the reason given for the request for extension has

considered in the determination of the original completion time.

4.7 Should delay or default be due to any cause attributable to the CONTRACTOR shall be liable to pay liquidated damages in accordance with the provisions (liquidated damages), *Annex "E" of the Implementing Rules and Regulations, Part A Contract Implementation Guidelines for the procurement of Infrastructure Projects*. The CONTRACTOR shall have the option to demand the payment of, or deduct such damages from any amount due to the CONTRACTOR. The UNIVERSITY shall notify the CONTRACTOR in writing of its choice of this section.

4.8 The provisions on liquidated damages notwithstanding, the UNIVERSITY shall have the right to take all necessary and appropriate steps to effect an immediate takeover of the construction either by itself or by another contractor, and to forfeit the Performance Bond and charge the CONTRACTOR and its sureties any excess cost occasioned thereby in finishing the PROJECT. The UNIVERSITY shall have the right to deduct with any liquidated damages that may be due the UNIVERSITY under any of the following circumstances:

- a. If the progress of the work is delayed by at least twenty percent (20%) of the contract period plus any extension duly granted, or does not conform to the work schedule such that from all indications the CONTRACTOR may not be able to complete the PROJECT within the stipulated time; or
- b. If the construction is not in accordance with the approved specifications; or
- c. If at any time during the progress of the work the CONTRACTOR refuses, or neglect to supply and provide the required tools, materials, equipment, facilities, and labor-workmen in accordance with the specifications; or
- d. If the CONTRACTOR should abandon, fail to continue with the construction; or
- e. If this Agreement or any part hereof is being subcontracted or assigned to other parties without the previous written consent of the UNIVERSITY; or
- f. If the CONTRACTOR violates any of the conditions, warranties, or covenants under this Agreement.

4.9 In the event of takeover, whatever contracts entered into by the CONTRACTOR in the pursuit of its obligations under this Agreement which the UNIVERSITY may want to take over shall be hereby deemed assigned to the UNIVERSITY; Provided, that the UNIVERSITY shall not be liable for any unpaid obligations previously incurred by the CONTRACTOR prior to the takeover. The UNIVERSITY's right to take over the PROJECT shall be without prejudice to other rights and legal remedies which it may be entitled to.

4.10 The lawful occupation by the UNIVERSITY of any portion of the PROJECT shall not be deemed a waiver of any of its rights nor shall it diminish any liability of the CONTRACTOR for liquidated damages for delays in other portions of the PROJECT.

ARTICLE V PERFORMANCE BOND

5.1 The Performance Bond submitted by the CONTRACTOR shall be coterminous with the date of final acceptance of the PROJECT by the UNIVERSITY.

The Performance Bond may be in the form of Cash, certified check, cashier's check, Bank Draft/guarantee by a Universal or Commercial B Surety Bond callable issued by a surety or insurance company duly certified by the Insurance Commission or any issue such security bank or any combination of the foregoing.

The required amount of the above forms of security shall be in accordance with the following schedule:

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Form of Performance Security	Amount of Performance (Equal to Percentage of Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Ten percent (10%)
(b) Bank draft/guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorize to issue such security	Thirty (30%)

5.2 If the PROJECT cannot be completed for final acceptance within the period under Section 4.1 to the satisfaction of the UNIVERSITY, the CONTRACTOR shall post Performance Bond or effect an extension of the original Performance Bond to cover the extension until final acceptance of the PROJECT is made.

5.3 The CONTRACTOR shall post the substitute Performance Bond immediately upon determination of the UNIVERSITY of the inability of the CONTRACTOR to complete the final acceptance. This determination shall be made by the UNIVERSITY within ten (10) days immediately preceding the expiration date of the Performance Bond.

5.4 The CONTRACTOR shall post an additional performance security to cover a cumulative increase of more than ten percent (10%) over the original value of the contract of amendments to order or change orders, extra work orders and supplemental agreements.

5.5 Until and unless the CONTRACTOR shall have complied with Section 5.3 and 5.4, the UNIVERSITY shall withhold all payments due the CONTRACTOR.

ARTICLE VI PAYMENTS

6.1 The UNIVERSITY shall, upon a written request of the CONTRACTOR submitted as a contract document, make an advance payment to the CONTRACTOR equal to fifteen percent (15%) of the total contract price, to be made in lump sum or at installments according to a schedule specified in the Instructions to Bidders and other related Documents.

6.2 The advance payment shall be made only upon the submission to and approval by the UNIVERSITY of an irrevocable standby letter of credit of equivalent value from a commercial bank or a guarantee payment bond, callable on demand, issued by a surety or insurance company licensed by the Office of the Insurance Commissioner and confirmed by the implementing agency.

6.3 The advance payment shall be repaid by the contractor after deducting fifteen percent (15%) from his periodic progress payments until the amount of advance payment is fully repaid.

6.4 The UNIVERSITY shall pay the CONTRACTOR progress payments based on actual works accomplished as certified by the Construction Management Team of the UNIVERSITY. In no case shall progress billings be made more than once every thirty (30) calendar days for equipment delivered on the site but not completely put in place or used in the PROJECT included for payment.

6.5 All progress payments shall be subject to a retention fee of ten percent. The retention shall be based on the amount due the CONTRACTOR prior to deductions. The amount retained from every progress payment until fifty percent (50%) of the value of the contract is paid.

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determined by the UNIVERSITY, are completed. If, after 50% completion, the work is done and on schedule, no additional retention shall be made; otherwise, the 10% retention shall be imposed. The CONTRACTOR may, however, request for its release/substitution prior to Final Acceptance subject to the guidelines set forth in R.A. 9184 and its Implementing Regulations.

6.6 In addition to the 10% retention mentioned above, the UNIVERSITY reserves the right to deduct from the progress billing of the CONTRACTOR such amount as may be necessary to cover third party liabilities, as well as uncorrected discovered defects in the project. In the event of such costs of such liabilities as well as uncorrected discovered defects in the project exceeding the amount already retained by the University.

6.7 The UNIVERSITY shall issue a Certificate of Final Acceptance to the CONTRACTOR upon satisfactory completion of the PROJECT. Before such certificate is issued, the CONTRACTOR shall submit a sworn statement certifying that all taxes due from it, and all obligations for materials used and labor employed in connection with the project have been duly paid. Final payment shall be made within a reasonable period upon Final Acceptance by the UNIVERSITY.

6.8 No payments made by the UNIVERSITY shall be construed as a waiver of any claims for defects in the work, materials, or breach of obligations under this Agreement. Acceptance by the CONTRACTOR of final payment shall be deemed a waiver of all its claims except those made in writing, which remains unsettled at the time of Final Acceptance.

ARTICLE VII WARRANTIES AND RESPONSIBILITIES OF THE CONTRACTOR

7.1 The CONTRACTOR shall secure all pertinent permits required by any government agency in connection with the PROJECT. Such permit/s must be submitted to the UNIVERSITY within the first thirty (30) days of the construction period.

7.2 The CONTRACTOR shall comply with all laws, rules, and regulations promulgated by the government of the Republic of the Philippines, including those on labor, environmental protection, sanitation, those regulating the construction industry, and other pertinent laws. The CONTRACTOR shall be solely liable for any violation of the same.

7.3 Should the CONTRACTOR find that any portion of this Agreement or the Contract Documents are contrary to any law, rule, or regulation, the CONTRACTOR shall notify the UNIVERSITY in writing and comply with the instructions to be given by the UNIVERSITY.

7.4 The Engineers and personnel identified by the CONTRACTOR in their bid proposal staff pattern which was submitted during the bidding should be physically present at the project site at least once a week during the construction period to ensure that the specifications of the UNIVERSITY are strictly followed.

7.5 The CONTRACTOR shall take all precautionary measures to ensure the safety and convenience of the workers and the general public, and to take all appropriate steps to prevent damage or injury to persons or property in or about or adjacent to the premises when work is being performed. The provisions of item 7.12 shall apply in case of damage or injury to property.

7.6 The CONTRACTOR warrants and guarantees that all materials to be used in the PROJECT are new, free from hidden defects, and fully comply in every respect with the approved samples, and other requirements of the Contract Documents. The CONTRACTOR shall not substitute or allow substitution of materials required to be furnished by it unless prior written approval is obtained from the UNIVERSITY. The CONTRACTOR hereby holds the University free and harmless from any liability arising out of claims or liens on materials supplied. The CONTRACTOR warrants that its suppliers/workers shall not put a lien nor execute against the Building or any portion thereof for any substitution with inferior materials without the prior written consent of the UNIVERSITY. If the same cannot be removed and replaced, the CONTRACTOR shall credit the U



amount equivalent to the difference in cost plus one hundred percent (100%) of the credit liquidated damages.

7.7. All materials to be used in the construction shall be first inspected by a representative of the UNIVERSITY before installation. As such, the CONTRACTOR should inspect every delivery of every tranche of materials being brought to the construction site for inspection by the UNIVERSITY. As proof of the inspection as well as the acceptance of the UNIVERSITY materials, a certificate of inspection and acceptance of the materials shall be issued by the UNIVERSITY prior to the use of such materials.

7.8 The CONTRACTOR warrants that the works done under this Agreement and those performed by sub-contractors, if any, shall be free from any defect, shrinkage, or fault due to defective or improper materials, planning, or workmanship. If any such defect, shrinkage, or fault, whether pertaining to that portion of the work performed by the CONTRACTOR or performed by any sub-contractor arise, the CONTRACTOR shall, at its own expense, promptly correct, or make good such defect, shrinkage, or fault to the satisfaction of the UNIVERSITY. If such deviations, defects, shrinkage, faults, or deficiencies in the work are not remedied to the satisfaction of the UNIVERSITY within a reasonable time, the UNIVERSITY shall, without prejudice to its right or remedy, cause the repair or correction to be made for the account of the CONTRACTOR. The CONTRACTOR shall be responsible for any loss, injury, or damage arising or resulting from any deviation or defect, shrinkage or fault.

Violation of the warranties under items 7.1 to 7.6 shall entitle the UNIVERSITY to terminate this Agreement by mere written notice to the CONTRACTOR effective upon receipt.

7.9 In the event of pre-termination, the CONTRACTOR, its representatives, sub-contractors shall voluntarily turn over the PROJECT to the UNIVERSITY and in no event shall occupy the premises and its surroundings. The CONTRACTOR hereby constitutes the UNIVERSITY as Attorney-In-Fact to take possession of the PROJECT to protect the interest of the UNIVERSITY. The Expenses arising from the pre-termination shall be charged against the CONTRACTOR. The PROJECT is properly turned over to the UNIVERSITY.

7.10 The CONTRACTOR shall leave the work in good order upon completion.



7.11 The CONTRACTOR shall be responsible for the storage and safekeeping of UNIVERSITY supplied materials, if any, fully turned over to its custody by the UNIVERSITY.

7.12 The CONTRACTOR assumes full responsibility for the acts, omissions, or negligence of its employees, workers, agents and those of its sub-contractors and their employees, as well as other persons doing work under this Agreement.



7.13 The CONTRACTOR shall hold the UNIVERSITY free and harmless from and binds and obligates itself to indemnify the UNIVERSITY for liabilities, losses, damages, including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and expenses of whatever kind and nature arising from and by reason of this Agreement, whether by negligence, act, omission, delay, conduct, breach of trust, or non-observance or violation of this Agreement, or those of its employees, agents, representatives, or sub-contractors.

7.14 The warranties required under the Contract Documents are incorporated by reference into this Agreement. The CONTRACTOR agrees to comply with all such provisions.

ARTICLE VIII GUARANTEE BOND

8.1 The CONTRACTOR shall be required to put up a warranty security in the form of a cashier's/manager's check issued by a Universal or Commercial Bank, Bank draft/guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or attested by a Universal or Commercial Bank, if issued by a foreign bank, or Surety Bond callable at all times issued by a surety or insurance company duly certified by the Insurance Commission.

issue such security effective for a period of one (1) year reckoned from the date of Final Acceptance in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of Total Contract Price)
[a] Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Ten percent (10%)
[b] Bank draft/guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
[c] Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorize to issue such security	Thirty (30%)

The warranty security shall be stated in Philippine pesos, shall remain effective during the warranty period for one year, and shall be returned only after the lapse of the said warranty period.

ARTICLE IX INSURANCE

9.1 If the university so requires, the CONTRACTOR shall submit an insurance policy to protect the UNIVERSITY against all claims of damages for personal injury or death, or damages of the UNIVERSITY'S property and adjoining property, which may arise from or pursuant to this Agreement. The adequacy of protection and reliability of the insurance policy shall be subject to the approval of the UNIVERSITY. The cost of such insurance shall be borne by the CONTRACTOR and the policy therefore shall be delivered to the UNIVERSITY as beneficiary.

ARTICLE X ACCEPTANCE

10.1 The UNIVERSITY shall issue to the CONTRACTOR a Certificate of Final Acceptance upon satisfactory completion of the PROJECT. Acceptance shall not be implied from any action of the UNIVERSITY.

10.2 Minor defects discovered in the final inspection must be corrected by the CONTRACTOR within sixty (60) days from the date of Certificate of Final Acceptance. Otherwise, the Guarantee shall be forfeited.

10.3 Before issuance of the Certificate of Final Acceptance, the CONTRACTOR shall submit a sworn statement that all payrolls, materials, bills, and other indebtedness and obligations of the PROJECT have been fully and duly paid. Any claim submitted to the UNIVERSITY at any time after the PROJECT arising from this Agreement shall be sufficient reason for the UNIVERSITY to withhold payment due the CONTRACTOR.

10.4 The issuance of a Certificate of Final Acceptance by the UNIVERSITY shall not constitute the CONTRACTOR of any liability for any defect in the work or from Article 1723 of the Civil Code.

ARTICLE XI ASSIGNMENT AND SUB-CONTRACTING

11.1 The CONTRACTOR cannot assign, transfer, pledge, sub-contract, or otherwise dispose of this Agreement or any part or interest herein without the prior written approval of the UNIVERSITY.

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 [Initials]

UNIVERSITY. Any such approval shall not relieve the CONTRACTOR from any liability or under the law or this Agreement, nor shall it create any contractual relation between contractor, pledgee, transferee, or assignee, and the UNIVERSITY.

11.2 In case of sub-contracting, the CONTRACTOR shall submit, before Final Account sworn statement executed by the sub-contractor attesting to the fact that the latter has been paid by the CONTRACTOR for the materials furnished and the labor performed under the contract.

11.3 In case of sub-contracting, the CONTRACTOR shall incorporate or cause to be incorporated in any contract or agreement with the sub-contractor or third parties a provision of assignability to and assumption by the UNIVERSITY, at the option of the UNIVERSITY.

ARTICLE XII NO EMPLOYER-EMPLOYEE RELATIONSHIP

12.1 The relationship of the UNIVERSITY to the CONTRACTOR is that of an independent contractor. Nothing in this Agreement shall be construed as creating an employment relationship between the UNIVERSITY and the CONTRACTOR, its sub-contractors, employees or workers. The Contractor is responsible for informing all his sub-contractors, employees or workers of the University rules and regulation which they are expected to observe at all times. All rules and regulations are hereto attached as Annex "G".

ARTICLE XIII INDEMNIFICATION

13.1 The CONTRACTOR shall indemnify, hold free and harmless, and defend at the expense the UNIVERSITY and its officials, agents, employees, or workers, from and against all claims, demands and liabilities of any nature or kind, including costs and expense thereof, arising out of acts or omissions of the CONTRACTOR, its employees, workers or contractors in the performance of any activity in connection with the PROJECT, including but not limited to any claims, demands and liabilities which may be initiated by its employees, workers, agents, sub-contractors, or by any other entity against the UNIVERSITY by reason of or in connection with the PROJECT.

ARTICLE XIV TERMINATION

14.1 Except for the provisions on pre-termination found in items 7.1 to 7.7, any other provision of the Agreement shall give the UNIVERSITY the right to terminate, cancel or rescind this Agreement without need of judicial intervention by giving at least thirty (30) days notice to the CONTRACTOR. This Section shall not diminish or affect the immediate take effect of Section 4.8 above. Such notice shall be final and binding upon the parties.

14.2 Upon notice of termination the UNIVERSITY may take over and continue to perform any contract or agreement of the CONTRACTOR with sub-contractors or third parties. The UNIVERSITY, in its discretion, may want to assume. In such eventuality such sub-contract agreements are hereby assigned to the UNIVERSITY.

14.3 Within thirty (30) days after termination, cancellation, or rescission of this Agreement the parties shall settle their respective obligations as of the date of termination, cancellation or rescission, including the refund of any and all advances made plus legal interest from the date of receipt of the amount so advanced.

ARTICLE XV MISCELLANEOUS PROVISIONS

15.1 The Construction Management Team of the UNIVERSITY shall have the following functions and responsibilities:

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- a. Supervise all phases of the construction works covered under this / This provision shall not relieve the CONTRACTOR of its responsibilities under Article I hereof.
- b. Conduct regular inspection of the ongoing construction works, including the inspection of the materials and supplies being construction;
- c. Recommend to the UNIVERSITY or its proper authorities, any work suspension, or stoppage of the works; and
- d. Certify as to the percentage of completion of the construction works.

15.2 Failure of the UNIVERSITY to require performance by the CONTRACTOR provision hereof shall not affect the right of the UNIVERSITY to enforce the same.

15.3 All rights or remedies available to the UNIVERSITY under this Agreement are separate and cumulative. No right or remedy whether or not exercised, shall exclude any other right or remedy. No failure or delay by the UNIVERSITY in exercising any such right or remedy shall be construed as a waiver of any breach or default by the CONTRACTOR. Any waiver, permit, approval of any kind or character by the UNIVERSITY in connection with this Agreement shall be specified in writing and shall be effective only to the extent that such writings set forth.

15.4 Should it be rendered necessary for the UNIVERSITY to institute any proceedings to enforce any provision of this Agreement, the CONTRACTOR shall be liable to pay ten (10%) of the Contract Price as liquidated damages therefore. The damages provided under this section in addition to those that may be adjudged, plus twenty five percent (25%) of the total damages sought as attorney's fees.

15.5 The damages provided under the immediately preceding section are without prejudice to such other damages provided herein and under applicable laws.

15.6 The provisions of RA 9184 and its IRR and the uniform conditions of the government construction drafted by the Construction Industry Authority shall apply in full capacity insofar as they are not inconsistent with the provisions of the Agreement.

15.7 If any provision of this Agreement is declared invalid or unconstitutional, the other provisions not affected thereby shall remain valid and subsisting.

ARTICLE XVI SETTLEMENT OF DISPUTES

16.1 Should there be any conflict with respect to the interpretation or operation of the provisions of this Agreement, the parties shall exert their best efforts to amicably settle the dispute. Should no settlement be reached within a reasonable period, the dispute shall be resolved through arbitration, which shall be governed by Executive Order No. 1008 (Constructive Arbitration Law) or the courts in accordance with the provisions hereunder.

16.2 Disputes with respect to the following matters shall be submitted to arbitration:

- a. Matters with respect to the Contract Documents and the incorporated provisions under Article II;
- b. Matters with respect to the payment of taxes and other fees under Section 3.2;
- c. Matters with respect to contract price adjustment under Article III;
- d. Matters with respect to the time of completion, liquidated damages and takeover under Article IV;
- e. Matters with respect to the Performance Bond under Article V;
- f. Matters with respect to payments under Article VI;
- g. Matters under Article VII;
- h. Matters with respect to the Guarantee Bond under Article VIII;

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- i. Matters with respect to acceptance under Article X;
- j. Matters with respect to termination under Article XIV;
- k. Matters with respect to the duties of the Construction Management Section 15.1.

16.3 Disputes with respect to any other legal matter shall be submitted to the courts of Baguio City, to the exclusion of all others.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date above indicated.

**UNIVERSITY OF THE PHILIPPINES
BAGUIO**

A.P.O. GENERAL CONSTRUCTION

By:

By:

SRT 
RAYMUNDO D. ROVILLOS
 Chancellor

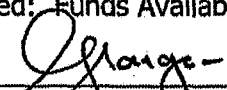

ALFONSO OLOAN PEL-E
 General Manager

SIGNED IN THE PRESENCE OF:

Jw

JESSICA K. CARIÑO
 Vice Chancellor for Administration

Certified: Funds Available


CECILE G. DANGAWEN
 Chief, Accounting Office
1334th Napayogon Road Tondo

ACKNOWLEDGMENT

Republic of the Philippines)
 Baguio City) S.S.

BEFORE ME, a Notary Public for and in the Baguio City person on Dec. 4, 2017, the following persons, presenting to me their respective Evidence of Identity, as indicated below:

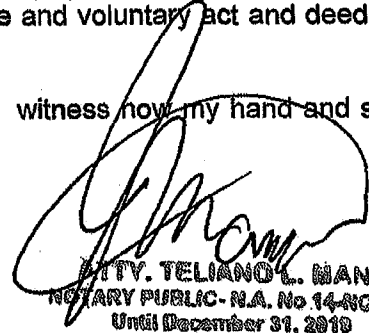
Name	GIID NO.	Issued at / on
RAYMUNDO D. ROVILLOS	UMID#000-1117-4338-2	Baguio City
ALFONSO OLOAN PEL-EY		

known to me and identified by me through competent evidence of identity to be the who executed the foregoing instrument denominated as the GENERAL CONTRACT AGREEMENT FOR THE "ADDITIONAL GLAZING WORKS, PAINTINGS AND WATERPROOFING OF SOUTHSIDE RETAINING WALL, MECHANICAL IN

AND TAPPING OF MAIN BUILDING TEMPORARY POWER SUPPLY" AS ADJA
CONTIGUOUS TO THE COMPLETION OF THE HUMAN KINETICS F
GYMNASIUM PHASE 3 consisting of twelve (12) pages, including this page, having ack
before me that it is their own, respective, free and voluntary act and deed and that of the
that they represent.

TO THE TRUTH OF THE FOREGOING, witness now my hand and seal on the date
place indicated.

Doc. No. 442 :
Page No. 90 :
Book No. XX :
Series of 2019 :



ATTY. TELIANO L. MANIS
NOTARY PUBLIC - N.A. No. 14-RC-10.
Until December 31, 2019
Roll No. 65365-S-5-06
PTR No. 3935206: Jan. 3, 2019
ISP No. 02779: Jan. 3, 2019
Baguio Benguet
TIN No. 164-037-186

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Handwritten signature

UNIVERSITY RULES AND REGULATIONS

1. All workers shall wear IDs issued by the contractor.
2. Observe appropriate dress code. All workers shall wear uniform t-shirt supplied by the contractor to easily identify them; no wearing of shorts *sando*, and slippers during construction activities.
3. Smoking is strictly prohibited in all areas in the University of the Philippines Baguio.
4. Drinking of liquor is also strictly prohibited in the campus.
5. The University will not condone the use of prohibited drugs. The University will take the appropriate steps to prosecute offenders.
6. Avoid loitering around the campus especially during office and class hours.
7. This is a University, a place of learning. Minimize work-related noise and avoid all unnecessary noise. Observe silence in university premises and buildings at all times.
8. A 9:00 PM curfew shall be observed. This means that no entry to the campus will be allowed beyond 9:00 PM.
9. Maintain cleanliness in and around the barracks area. Eating shall be restricted to barracks.
10. Avoid unnecessary interaction with the faculty, staff and students of the university.
11. Refrain from subjecting students and personnel to whistling, heckling and other inappropriate behavior.
12. The provisions of the Anti-Sexual Harassment Act shall be strictly applied and followed, workers actually on site should attend the Anti-Sexual Harassment Orientation.
13. Adhere to the guidelines of the Green Campus Policy of the University

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Handwritten signature



University of the Philippines
Baguio

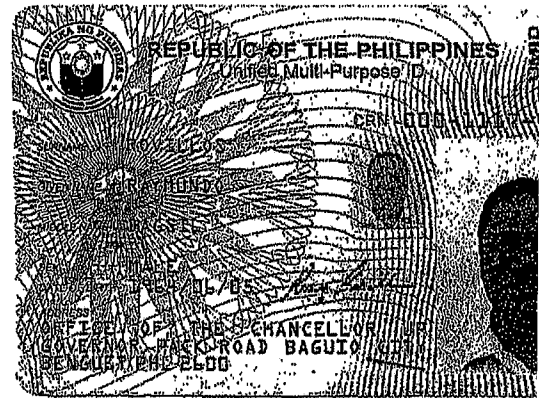
RAYMUNDO D. ROVILLOS

Employee #: 181030673

FACULTY



Raymundo D. Rovillos
Signature



Raymundo D. Rovillos
Chancellor



University of the Philippines Baguio

Governor Pack Road, Baguio City

Telefax No.: (074) 3888/446-9973

Website: www.upb.edu.ph

BIDS & AWARDS COMMITTEE RESOLUTION NO. 2019-3

DECLARING THE PROJECT "ADDITIONAL GLAZING, PAINTING AND COATING, WATERPROOFING OF SOUTHSIDE RETAINING WALL, MECHANICAL WORKS AND TAPPING OF MAIN BUILDING TEMPORARY POWER SUPPLY" AS ADJACENT AND CONTIGUOUS TO THE COMPLETION OF THE HUMAN KINETICS PROGRAM GYMNASIUM PHASE 3

WHEREAS, the University of the Philippines Baguio, through competitive bidding, Project: Completion of the Human Kinetics Program Gymnasium – Phase 3 to APO GENERAL CONSTRUCTION last June 22, 2017 with a Contract Price amounting to Php24,987,700.00;

WHEREAS, during the construction of the Human Kinetics Program Gymnasium – Phase 3, the need for additional glazing and mechanical works due to changes in the bill of quantities and site conditions, the waterproofing of the south side retaining wall, additional painting and coating works in the retaining wall and the need for temporary tapping of power supply of the main building were determined;

WHEREAS, upon thorough inspection, it was confirmed that the need for additional glazing, mechanical works, the waterproofing of the south side retaining wall, additional painting and coating works, and the temporary tapping of power supply of the main building were necessary for the implementation/completion of the Human Kinetics Program Gymnasium. The estimated cost of the above project is Php3,330,093.45;

NOW, THEREFORE, We, the Members of the Bids & Awards Committee, hereby **RESOLVE** that the project is hereby **RESOLVED**:

- (a) To recommend the above-named project in the amount of Php3,330,093.45 to be considered adjacent or contiguous to the on-going Completion of the Human Kinetics Program Gymnasium and be negotiated to APO General Construction;
- (b) To recommend for approval by the Chancellor of the University of the Philippines Baguio the foregoing findings.

RESOLVED, at the Conference Room of the Vice Chancellor for Administration, that the project is hereby **RESOLVED** on May 2019.

JESSICA K. CARIÑO

Vice Chancellor for Administration/
Chair, Bids & Awards Committee

JOEL M. ADDAWE

Vice Chair

GLORIA O. RODRIGUEZ

Member

JOCELYN R. RAFANAN

Member

ARELLANO A. COLONG

Member

APPROVED BY:

RAYMUNDO D. ROVILLOS

Chancellor