



Republic of the Philippines  
Central Mindanao University  
**BIDS AND AWARDS COMMITTEE**  
Musuan, Bukindon

## NOTICE OF AWARD

**The Manager**

SS CONSTRUCTION AND SUPPLY

Amethyst St., Johndorf Subdivision, Barra, Opol, Misamis Oriental

Dear Sir/Madam;

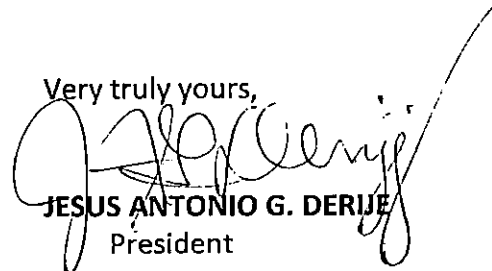
This is to inform you that bid proposal for the project **ONSTRUCTION OF COVERED WALK-WAY PHASE II** which shall be funded under **General Fund** after having been post-qualified and declared to have obtained the Lowest Calculated Responsive Bid, has been recommended for award by the Bids and Awards Committee (BAC) of Central Mindanao University by virtue of **BAC Resolution No. GF-PB-20-003** and the same has been approved by the Central Mindanao University thru the undersigned in the amount of **Eight Million One Hundred Thirteen Thousand Four Hundred Thirty Nine Pesos and 02/100(Php8,113,439.02)**. You are hereby requested to manifest your acceptance of the said.

You are therefore required, within the (10) days from receipt of this Notice of Award, to submit to us (a) this Notice with your signed "conforme" thereon, (b) the required Performance Security and CARI, (c) Updated Construction Schedule, S-Curve, Construction Methods, Manpower and Equipment Utilization Schedule, (d) Construction Safety and Health Program approved by the DOLE, and ( e) PERT/CPM , all of which will form part of the Contract Agreement in accordance with the Bidding Documents. You are also required, within the ten (10) days, to formally sign the Contract Agreement.

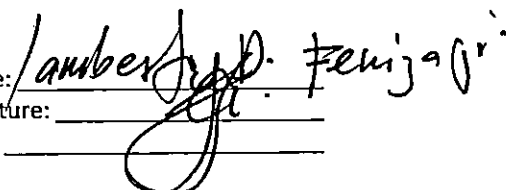
Your failure to comply these requirements shall constitute a sufficient ground for the cancellation of this award and the forfeiture of your Bid Security.

Finally, it must be noted that you shall not commence the work nor initiate the procurement of materials for the project prior to your receipt of the Notice to Proceed.

Very truly yours,

  
**JESUS ANTONIO G. DERIJE**  
President

Received, Acknowledged and Accepted:

Name: Lambert J. Fenija Jr.  
Signature:   
Date: \_\_\_\_\_

Republic of the Philippines  
**CENTRAL MINDANAO UNIVERSITY**  
 University Town, 8710 Musuan, Bukidnon  
 Tel. No. 088-356-1910 to 13, Telefax- 088-356-1912  
 E-mail Add. [bac@cmu.edu.ph](mailto:bac@cmu.edu.ph); Website: <http://www.cmu.edu.ph>

**OFFICE OF THE BIDS AND AWARDS COMMITTEE**

**CONTRACT OF AGREEMENT**

(GF-PB-20-003)

This AGREEMENT entered into at Musuan, Maramag, Bukidnon by and between the Republic of the Philippines, through the *Central Mindanao University represented by DR. JESUS ANTONIO G. DERIJE in his capacity as University President, hereinafter referred to as PARTY OF THE FIRST PART.*

And

**SS CONSTRUCTION AND SUPPLY of Amethyst St., Johndorf Subdivision, Barra, Opol, Misamis Oriental,** represented by **LAMBERTO S. FENIZA, JR.** in his capacity as Proprietor/Manager hereinafter referred to as **PARTY OF THE SECOND PART.**

WITNESSETH

WHEREAS, the PROCURING ENTITY is desirous that the CONTRACTOR execute the works under General Funds- **CONSTRUCTION OF COVERED WALK-WAY PHASE II**, hereinafter called "the works", and the PROCURING ENTITY has accepted the calculated Bid of the CONTRACTOR for the execution and completion of the Works within Three Hundred Sixteen (316) calendar days at the calculated unit bid prices shown in the following Bill of Quantities, or a total Contract price of **Eight Million One Hundred Thirteen Thousand Four Hundred Thirty Nine Pesos and 02/100 (Php8,113,439.02);**

NOW, THEREFORE, for and consideration of the foregoing premises, the parties hereto agree as follows:

1. In this CONTRACT AGREEMENT, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this CONTRACT AGREEMENT, and shall be interpreted in the following order of priority:

- A. This Contract Agreement;  
**CONSTRUCTION OF COVERED WALK-WAY PHASE II**  
 GF-PB-20-003  
 Php8,113,439.02

Item	Description	Unit	Qty	Unit Price	Total Amount
A	MOVING-IN		l.s.	48257	48257
	WALKWAY (88 span)				
I	Earthworks	109.208	cu.m.	377.81	41259.53
II	Concrete Works	54.846	cu.m.	5631.01	308838.13
III	Reinforcing Steel	4,627.32	kls.	58.02	268491.91
IV	Masonry Works & Crushed Stone	176	sq.m.	829.14	145929.17
V	G.I. Post & Framing/Roof Framing	16,105.82	kls.	136.36	2196154.18
VI	Roofing	1,830.40	l.m.	478.12	875146.09
VII	Carpentry Works/Scaffolding's	333.33	bdf.	112.09	37364.29

VIII	Painting	788.83	sq.m.	120.72	95227.87	/
C.	WALKWAY/BLEACHER(5-UNITS)					
I	Earthworks	39.716	cu.m.	476.9	18940.71	/
II	Concrete Works	23.272	cu.m.	5843.66	135993.76	/
III	Reinforcing Steel	1,851.60	kls.	49.27	91235.37	/
IV	Masonry Works & Crushed Stone	63.46	sq.m.	943.05	59845.9	/
V	G.I. Post & Framing/Roof Framing	4,045.35	kls.	150.17	607,476.46	/
VI	Roofing	280	l.m.	487.42	136478.83	/
VII	Scaffoldings & Bleacher Wooden Fin.	560	bdf.	103.37	57886.75	/
VIII	Painting	197.87	sq.m.	159.41	31542.06	/
D.	END OF SPAN (Walkway & Roofing only)					
I	Earthworks	0.8	cu.m.	1281.82	1025.46	/
II	Concrete Works	0.41	cu.m.	5644.97	2314.44	/
III	Reinforcing Steel	71.6	kls.	108.01	7733.54	/
IV	Masonry Works & Crushed Stone	3	sq.m.	1316.54	3949.63	/
V	G.I. Post & Framing/Roof Framing	103.39	kls.	209.59	21669.72	/
VI	Roofing	20.8	l.m.	448.72	9333.38	/
VII	Painting	13.06	sq.m.	186.01	2429.27	/
E	ELECTRICAL WORKS	157	sets	1547.68	242985.16	/
F.	ELECTRICAL POWER BOX	3.12	sq.m.	20268.78	63238.61	/
B1	ADDITIONAL WALKWAY (From Corner Education to Engineering Avenue) 36 span					
I	Earthworks	44.68	cu.m.	410.12	18324.3	/
II	Concrete Works	22.44	cu.m.	5829.3	130809.45	/
III	Reinforcing Steel	1,879.54	kls.	60.34	113403.17	/
IV	Masonry Works & Crushed Stone	72	sq.m.	855.74	61612.96	/
V	G.I. Post & Framing/Roof Framing	6,651.67	kls.	130.36	867135.65	/
VI	Roofing	748.8	l.m.	439.01	328731.89	/
VII	Carpentry Works/Scaffoldings	200	bdf.	106.51	21301.96	/
VIII	Painting	322.7	sq.m.	100.34	32380.82	/
C1	WALKWAY/BLEACHER(5-UNITS)					
I	Earthworks	23.83	cu.m.	384.76	9168.84	/

II	Concrete Works	11.635	cu.m.	5782.57	67280.16 /
III	Reinforcing Steel	917.8	kls.	68.85	63187.96 /
IV	Masonry Works & Crushed Stone	41.73	sq.m.	1253.18	52295.26 <
V	G.I. Post & Framing/Roof Framing	2,206.44	kls.	142.4	314199.7 /
VI	Roofing	140	l.m.	486.72	68140.69 /
VII	Scaffoldings & Bleacher Wooden Fin.	336	bdf.	105.1	35313.4 /
VIII	Painting	18.99	sq.m.	487.88	9264.75 /
D1	END OF SPAN (Walkway & Roofing only)				
I	Earthworks	1.6	cu.m.	640.91	1,025.46 /
II	Concrete Works	0.83	cu.m.	6096.63	5060.2 /
III	Reinforcing Steel	144.2	kls.	62.49	9011.38 /
IV	Masonry Works & Crushed Stone	3	sq.m.	1476.96	4430.88 /
V	G.I. Post & Framing/Roof Framing	103.39	kls.	225.04	23266.97 /
VI	Roofing	20.8	l.m.	641.97	13352.97 /
VII	Painting	7.07	sq.m.	487.88	3449.28 /
E1	ELECTRICAL WORKS	131	sets	1530.1	200442.5 /
F1	ELECTRICAL POWER BOX	3.12	sq.m.	20268.78	63238.61 /
G.	PPE	1	l.s.	38605.6	38,605.60 /
H.	MOVING-OUT	1	l.s.	48257	48257 /
	TOTAL				8113439.02

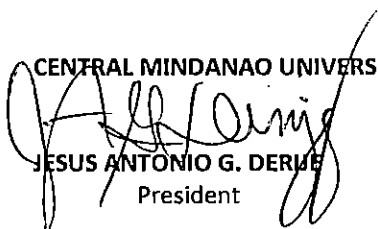
B. Documents forming part of the Contract Agreement:

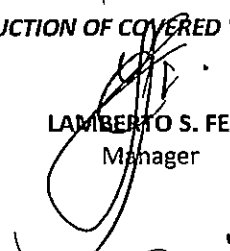
- 1.) Notice of Award (NOA) with the Contractor's signed "conforme"
- 2.) Contractor's Bid in the Form of Bid, including its Technical and Financial Proposals, as calculated by the Procuring Entity and conformed to by the Contractor through the NOA.
- 3.) Bidding Documents
- 4.) Specifications
5. Drawings
- 6.) Special Conditions of Contract (SCC)
- 7.) General Conditions of Contract (GCC)
- 8.) Performance Security
- 9.) Other Documents
- a) Construction Methods
  - b.) Construction Scheduled in the form of PERT/CPM Diagram or Precedence Diagram and Bar Chart with S-Curve, or other Approved tools of project scheduling, and Cash Flow.
  - C.) Manpower Schedule
  - d) Equipment Utilization Scheduled
  - e) Construction Safety and Health Program
  - F) Contractor's All Risk Insurance(CARI)

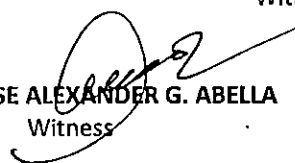
3. In consideration of the payments to be made by the PROCURING ENTITY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the PROCURING ENTITY to execute and complete the remedy any defects therein in conformity with the provisions of this CONTRACT AGREEMENT in all respects.

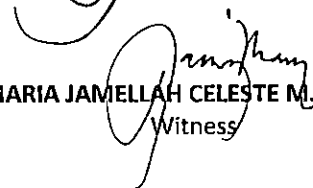
4. In consideration of the execution and completion of the works by the CONTRACTOR, the PROCURING ENTITY hereby covenants to pay the CONTRACTOR the unit prices in the CONTRACTOR'S Calculated bid, as applied to the actual quantities accomplished as certified by the PROCURING ENTITY under the provisions of this CONTRACT AGREEMENT, at the times and in the manner prescribed by this CONTRACT AGREEMENT.

IN WITNESS WHEREOF, the parties hereto set their respective hands on the day, JUL 22 2020 month and year first above written.

**CENTRAL MINDANAO UNIVERSITY**  
  
**JESUS ANTONIO G. DERIJE**  
 President

**CONSTRUCTION OF COVERED WALK-WAY PHASE II**  
  
**LAMBERTO S. FENIZA, JR.**  
 Manager

Witnessed by:  
  
**JOSE ALEXANDER G. ABELLA**  
 Witness

Witnessed by:  
  
**MARIA JAMELLAH CELESTE M. MAGALONA**  
 Witness

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
 PROVINCE OF \_\_\_\_\_ ) S.S  
 MUNICIPALITY OF \_\_\_\_\_ )

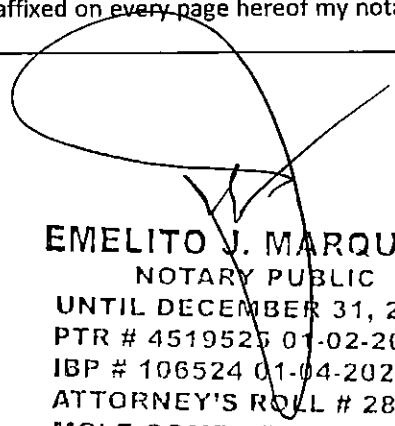
BEFORE ME, a Notary Public for and in the above jurisdiction, on this day of \_\_\_\_\_, 2020 at \_\_\_\_\_, personally appeared the following, exhibiting to me the following described Competent Evidence of Identity (CEI) in accordance with the 20 Rules on Notarial Practice:

Name	Competent Evidence of Identity (CEI)	Date/Place Issued
JESUS ANTONIO G. DERIJE		
LAMBERTO S. FENIZA, JR.	<u>DEPVAL - 15870727</u>	<u>1-8-20 / Barru, opp</u>

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.

This instrument refers to the Contract of Agreement consisting of four (4) pages including this page, signed by the parties and their witnesses on each and every hereof and thereof, including this page whereon the acknowledgement is written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed on every page hereof my notarial seal this \_\_\_\_ day of \_\_\_\_\_, in the Municipality of \_\_\_\_\_  
 Doc. No. 724  
 Page No. 15  
 Book No. XV 11  
 Series of 2020

  
**EMELITO J. MARQUIÑO**  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2020  
 PTR # 4519526 01-02-2020  
 IBP # 106524 01-04-2020  
 ATTORNEY'S ROLL # 28951  
 MCLE COMPL # VI-0000781  
 NOTARIAL COM # 2019-73  
 CAGAYAN DE ORO CITY