

CONTRACT FOR CONSULTANCY SERVICES
(Design Services of the Construction of the SOM Building-Phase 2)

KNOWN ALL MEN BY THESE PRESENTS:

This Contract is made and entered into 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. 9500, through its constituent university in Mindanao, with principal address at Administration Building, Mintal, Tugbok District, Davao City, represented herein by its Chancellor, **DR. SYLVIA B. CONCEPCION**, hereinafter referred to as the "**UNIVERSITY**";

-and-

The **DM BRIONES CONSTRUCTION ENTERPRISES INC.**, an entity duly organized and existing under the laws of the Republic of the Philippines, with address at Diamond St., RGA Village, Cabaguio Ave., Davao City, represented herein by its President, **ARCH. DANIEL M. BRIONES, UAP**, hereinafter referred to as the "**CONSULTANT**".

RECITALS:

1. The UNIVERSITY has a project entitled "**DESIGN SERVICES FOR SOM BUILDING-PHASE 2**" (hereinafter, the "PROJECT").
2. The Bids and Awards Committee issued Resolution No. 2014-022 to declare DM Briones Construction Enterprises, Inc. as the Highest Rated Responsive Bid for the PROJECT and to recommended the award of the PROJECT at a contract price of **Two Hundred Sixty Thousand Pesos Only (P260,000.00)**, which the latter accepted.

NOW THEREFORE, the parties agree as follows:

SECTION 1. CONTRACT DOCUMENTS

- a) The CONSULTANT and the UNIVERSITY shall be bound by the provisions contained in the following documents, hereinafter referred to as the "Contract Documents". In case of conflict, the Contract Documents shall take precedence over one another in the following order:
- 1) The Terms of Reference (TOR) and such other amendments contained in the bid bulletin issued for the Contract; and
 - 2) The CONSULTANT's technical and financial proposals;
- b) The Contract Documents shall form the Contract between the CONSULTANT and the UNIVERSITY superseding the contents of any negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

SECTION II. OBLIGATIONS OF THE CONSULTANT

The main objective of the Design Services is to produce the final and complete set of contract documents as requirement for the bidding process. The CONSULTANT will also perform other related to the implementation of the said project.

The specific objectives of the design services are the following:

- (1) To conduct preliminary services to include conference with the University's authorized representative and inspection of the project site;
- (2) To conduct design development studies and produce approved Schematic Design based from the output of the conference;
- (3) To produce complete set of Contract Documents consisting of the following:
 - a) Complete set of Technical Drawings (Architectural, Structural, Electrical, Sanitary/plumbing, Mechanical and others)
 - b) Technical specifications;
 - c) Bill of Quantities and detailed cost estimates;
 - d) Structural design analysis; and
 - e) Building permit forms.
- (4) To sign and seal all Contract Documents; and
- (5) To conduct periodic visits during construction.

SECTION III. SCOPE OF WORKS

The CONSULTANT and its allied professionals shall perform the following tasks in three (3) phases:

3.1 Design Development Phase

- a) Prepares Design Development Documents consisting of the following:
 - 1) Schematic design that includes perspective, floor plans, elevations, sections and other drawings;
 - 2) Outline specifications to fix and illustrate the size and character of the entire project in its essentials as to kinds of materials, type of structure, electrical, and Sanitary systems; and
 - 3) Such other works as may be required.
- b) Submits to the UNIVERSITY a further Statement of Probable Project Construction Cost.

3.2 Contract Documents Phase

- a) Prepares from approved Design Development Documents, the complete Construction Drawings and Specifications setting forth in detail the work required for the architectural, structural, electrical, plumbing/sanitary, mechanical and other service-connected equipment.
- b) Prepares Technical Specifications describing type and quality of materials, finish, manner of construction and the general conditions under which the project is to be implemented.
- c) Prepares Bill of Quantities and Detailed Cost Estimates using UNIVERSITY's Detailed Estimate format.

- d) Furnishes the UNIVERSITY the following:
1. One (1) set original copy (in tracing paper and soft copy in AUTOCAD file) of drawings;
 2. Six (6) complete sets of drawings in blueprint (all signed & sealed);
 3. Three (3) sets of Technical Specifications (in hard & soft copy);
 4. Three (3) sets of Bill of Quantities and Detailed Cost estimates (in hard and soft copy);
 5. Three (3) sets of signed and sealed Structural Design Analysis; and
 6. One (1) set of signed and sealed Building Permit forms.
- e) Keeps the UNIVERSITY informed of any adjustments to previous Statements of Probable Project Construction Cost indicated by changes in scope, requirements or market conditions.
- f) Assist in filling the required documents to secure approval of government authorities having jurisdiction over the design of the project.

3.3 Construction Phase

- a) Assists and advices in securing bids, tabulation and analysis of bid results, and making recommendations on the award of construction contracts, and in preparing formal contract documents.
- b) Prepares supplementary drawings required to suit actual field conditions.
- c) Checks detailed construction and as-built drawings, shop and erection drawings submitted by contractors.
- d) Makes periodic visits to the project site to familiarize him/herself with the general progress of work and quality of materials and workmanship and to determine whether the work is proceeding in accordance with the Contract Documents. During such project site visits and on the basis of his observation he/she shall report to the UNIVERSITY defects and deficiencies noted in the work of Contractors, and shall condemn work found failing to conform to the Contract Documents.
- e) Observes performance tests and start-up and making report thereon.
- f) Makes a final inspection and report of completed project.

SECTION IV. HUMAN RESOURCE REQUIREMENTS

The CONSULTANT should have a business permit and DTI registration and should either be a licensed Civil Engineer or Architect registered with Professional Regulation Commission. He/she should hold an updated and valid PRC License or ID. The CONSULTANT will be the one responsible for the hiring of his allied professionals to include – Architect/Civil Engineer, Sanitary Engineer/Master Plumber, Professional Electrical Engineer, Mechanical Engineer, draftsman, autocad operator, renderer, quantity surveyor/estimator, specification write, and other manpower requirements necessary to accomplish the tasks stated above.

Manager
Estimator

SECTION V. SCHEDULE OF PAYMENTS

The contract amount for the Design Services is **Two Hundred Sixty Thousand Pesos Only (P260,000.00)**, including taxes and other duties. The schedule of payment will be as follows :

- a) Upon signing of the Contract – 5% of the Contract Amount which is equivalent to P13,000.00;
- b) Upon submission of the Approved Design Development Documents – 25% of the Contract Amount which is equivalent to P65,000.00;
- c) Upon submission of complete signed and sealed Contract Documents – 50% of the Contract Amount which is equivalent to P130,000.00; and
- d) Upon completion of the Construction Phase - 20% of the Contract Amount which is equivalent to P52,000.

Upon request of the CONSULTANT, the UNIVERSITY agrees to make partial payments during each of the various stages of work, provided that such payments are within the framework of the payments outlined above.

SECTION VI. SCHEDULE OF THE DELIVERY OF SERVICES

The CONSULTANT should deliver to the UNIVERSITY the Approved Design Development Documents and the complete signed and sealed Contract Documents in not more than 30 and 90 Calendar Days, respectively, from the effective date of Notice to Proceed (NTP). Services during the Construction Phase will vary in accordance to the progress of the construction works, performance accomplishment of the Contractor, or whatever circumstantial events that may occur in the future.

SECTION VIII. CHANGES AND/OR REVISIONS

Any changes and/or revisions requested by the UNIVERSITY after approval of the Design Development Documents shall be subjected to compensation agreed by both parties.

SECTION IX. OWNERSHIP OF DOCUMENTS

Contract documents shall remain the property of the CONSULTANT whether the design is executed or not. Additional copies when required will be for the account of the UNIVERSITY.

SECTION X. DISPUTE RESOLUTION

The parties undertake to faithfully comply with their obligations in good faith. In case of conflict arising from this Agreement, both parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their dispute within sixty (60) days from receipt of a written complaint / notice from the injured party. Existing University policies on alternative dispute resolution shall be followed by the parties.

Should the parties fail to reach an amicable settlement for their dispute, the same shall be submitted to arbitration, in accordance with Republic Act No. 9285 or the Alternative Dispute Resolution Law of 2004. The exclusive venue or arbitration shall be in Davao City.

SECTION XI. LIABILITY CLAUSE

The UNIVERSITY shall not be liable for any damage or prejudice caused to third persons arising out of related to this contract, provided that there was no negligence on the part of the UNIVERSITY.



SECTION XII. TAXES

Taxes or other fees, if there be any, shall not be borne by the UNIVERSITY.


SECTION XIII. AMENDMENTS AND REVISIONS

All amendments or revisions of any provision of this contract shall be upon the prior written mutual consent of both parties subject to the execution of an appropriate instrument for the purpose.

IN WITNESS WHEREOF, the parties have affixed their signatures this 19th day of JAN 19 2015 at Davao City, Philippines.

UNIVERSITY OF THE PHILIPPINES MINDANAO  DR. SYLVIA B. CONCEPCION Chancellor	DM BRIONES CONSTRUCTION ENTERPRISES, INC.  ARCH. DANIEL M. BRIONES, UAP President
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SIGNED IN THE PRESENCE OF:


ANTONIO R. OBSIOMA
Vice-Chancellor for Administration
U.P. Mindanao


ZENAIDA G. CALATRAVA, CPA
Chief, Accounting Office
U.P. Mindanao

Republic of the Philippines
CITY OF DAVAO.....)SS.
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ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Davao, Philippines personally appeared:

NAME	IDENTIFICATION
SYLVIA B. CONCEPCION	TIN 110-837-312-000 24 June 1999
DANIEL M. BRIONES	TIN 005-702-655-000 01 September 1999

Known to me to be the same persons who executed the foregoing instruments and acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent in this instance.

This instrument refers to a Contract for Consultancy Services (Design Services of the Construction of SOM Building-Phase 2) consisting of six (6) pages, including this page. The parties and their instrumental witnesses have signed every page.

WITNESS MY HAND AND NOTARIAL SEAL this JAN 26 day 2015
2015 at Davao City, Philippines.

Doc.No. 257 :
Book No. 57 :
Page No. 00 :
Series of 2015.

ATTY. RALPH JAMES GARCIA LANAN
Notary Public
Until December 31, 2015
PTR No. 5258957 - 12/16/14
IBP No. 8414441 - 12/15/14
Rc/jl No. 62810
MCLE Compliance Certificate Exempt
(Admitted to the Bar May 6, 2014)



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