

MAINTENANCE/STORAGE ROOM CONSTRUCTION CONTRACT AND SCOPE OF WORK

This document is a binding CONTRACT that defines the overall scope of the work for the planned new Maintenance room to be constructed at Pulu Amsic subd. Angeles city for monetary consideration, the CONTRACTOR will be responsible for the new construction as described in detail below in accordance with the National building code of the Philippines.

THE CONTRACTOR WORKS shall include, but not be limited to, the following.

A. Maintenance Construction

1. CONTRACTOR to construct a new Maintenance/Storage room at Pulu amsic Angeles City in accordance with the approved building plan.
2. Includes all rough-in cement, masonry, and iron works
 - 2.1 Excavation and clearing of the lot.
 - 2.2. Backfilling in coordination with the site developer to achieve desired ground reference line.
3. Plumbing works
 - 3.1. All plumbing to be a thermoplastic (PPR) pipe.
 - 3.2. Storm water and sewer drain lines as required.
 - 3.3 One faucet
4. Electrical works
 - 4.1. All 220V/240V power
 - 4.2. All wiring, convenience outlets, relays, panel boxes to be provided by the CONTRACTOR.
 - 4.3 All light fixtures to be purchased by CONTRACTOR and installed by the CONTRACTOR.
5. Doors and windows
 - 5.1. All metal folding door and widow grills. Design must be approved by OWNER.
6. Main storage area
 - 6.1. Plain cement fin. No tiles
 - 6.2 No ceiling
7. Outside and Inside walls
 - 13.1. Plain cement plaster and elastomeric paint fin.
8. Roofing materials
 - 8.1 Shed type trusses using 2x6x1.5 tubular and 2x3x1.2 c purlins
 - 8.2 pre-painted 0.4mm thk. Long span roofing (brown) w/ 10mm single foil insulation

C. CONTRACTOR is responsible for daily cleanup and removal of construction debris from the building site.

D. CONTRACTOR warrants his works and materials for the following:

- Structural work 10 years
- Free of water leaks – source lines and drainpipes – 1 year
- Free of roof leaks of any kind and including eaves – 1 year
- No GI pipe...use thermoplastic pipes with gate valves only.
- Paint works guaranteed to be free of paint bubbles or discoloration due to moisture – 1 year.

When notified of defects, the CONTRACTOR shall repair or replace defective items and return them to new condition within 48 hours. This period may be extended without penalty with the consent of the OWNER.

F. All work will be completed NLT TWO MONTHS from the date of signing. Completion date may only be extended due to unavoidable acts of nature or for voluntary work stoppages directed by the OWNER. Completion requires application/approval and issuance of occupancy permit. The house must be turnkey and ready for occupants.

G. The OWNER agrees to pay the CONTRACTOR a total of **EIGHT HUNDRED TWENTY THOUSAND PESOS. (PHP 820,000.00)** to be paid according to the following plan:

INITIAL PAYMENT ON DATE OF SIGNING (30% OF CONTRACT AMOUNT)

DATE	AMOUNT
DOWN PAYMENT	246,000.00 PESOS/30% of the Total Contact.

PAYMENTS FOR THE BALANCE: (PROGRESS BILLING AS PER ACCOMPLISHED)

DATE	AMOUNT
1 ST BILLING	246,000.00 PESOS/30% of the Total Contact
2 ND BILLING	246,000.00 PESOS/30% of the Total Contact
Last BILLING	82,000.00 PESOS /10% of the Total Contact

¹The owner has the right to delay or withhold payment if work is not progressing. Progress billing to be assessed by comparing the actual work completed to the CONTRACTOR'S bill of material cost/construction estimate.

I. Other items that may have been neglected in this scope of work, but are required for the rough-in, finishing is the responsibility of the CONTRACTOR.

J. LEGAL CONSIDERATIONS:

A.1 The CONTRACTOR warrants that he shall answer any or all claims of his employees and that he acknowledges that there is no employee-employed relationship between the OWNER and the employees of the CONTRACTOR.

A.2 The CONTRACTOR shall answer for all damages or injury suffered by the OWNER, its employees, and representatives for any overt or negligent acts committed by the CONTRACTOR or any of its employees.

A.3 The CONTRACTOR guarantees that the work to be done complies with Philippine building and structural standards.

A.4 In the event that there is no actual construction work being done at the construction site for four (4) consecutive days the CONTRACTOR would have been construed and deemed abandoned the construction project and the same shall be construed as a material breach of this contract. In which case the OWNER shall have the authority and right to take over the construction project or hire another CONTRACTOR at the expense of the CONTRACTOR.

A.5 All questions in dispute under this Contract shall be submitted in accordance with the provisions of the "CONSTRUCTION INDUSTRY ARBITRATION LAW", however, for claims of the

OWNER he may forego with this arbitration, and he may immediately seek judicial intervention in any courts of proper jurisdiction in the San Fernando Pamp.

The PARTIES to this contract hereby agree to full performance of the covenants contained herein.

ACKNOWLEDGEMENT

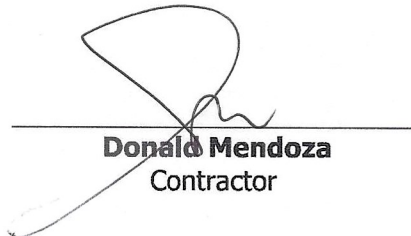
REPUBLIC OF THE PHILIPPINES)
CITY OF SAN FERNANDO (P)) S.S.

BEFORE ME this _____ Notary Public for and in the City of San Fernando Pampanga, personally appeared the above-named parties, known to me to be the same person who executed the foregoing documents, and they acknowledge to me that the same is their free act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.

SIGNED,


Rommel Bundalian
PALA President


Donald Mendoza
Contractor

WITNESSES
