



CONSTRUCTION CONTRACT AGREEMENT

Proposed Arkiworx Office

SUMMARY

2 Storey - Arkiworx Design Office

ARKIWORX

Owner

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ARKIWORX

A Soriano Hi-way Tanza Cavite

**SOW [000] for Agreement to Perform Consulting Services and Construction Service to [Client Name]****Date**

[Date]

Services Performed By:

ARKIWORX

A Soriano Hi-way Tanza Cavite

Services Performed For:

[Client Name]

[Client Address]

[City, ST ZIP Code]

This Statement of Work (SOW) is issued pursuant to the provision of this section on general requirements and pertinent section of the technical specification between [Client Name] (“Client”) and ARKIWORX (“Contractor”), effective [Click to select date] (the “Agreement”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW # [000] (hereinafter called the “SOW”), effective as of [Click to select date], is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

PERIOD OF PERFORMANCE

The Services shall commence on [Click to select date], and shall continue through [Click to select date].

The execution of the works under the contract shall not be commenced until the contractor has received a written Notice to proceed (NTP) or order to that effect.

The affectivity of the contract time shall begin 10 calendar days from the date of receipt of the written notice to proceed until the date for completion of the works stipulated in the contract subject to such suspensions and extensions as are provided for herein.

(Upon completion of the final design)

- 1) Working drawings and building permits.....approx. but not more than **60** calendar days.
- 2) Roughing-inapprox. but not more than **XX** calendar days
 - Structural – Foundation, slab, columns, beams, trusses, termite control.
 - Plumbing – Septic tank, catch basins, sanitary layout, water line layout,
 - Electrical- Panel box, lighting layout, power layout
- 3) Finishing worksapprox. but not more than **XX** calendar days
 - Architectural – Windows, doors, tiles, glass, bedroom closets, kitchen counter , top and bottom cabinets, mirror, accent walls
 - Structural – Roofing, ceiling, painting works, carport and pavements
 - Plumbing – Bathroom fixture, such as faucet, shower, valves.
 - Electrical – Ceiling light , wall light, pin lights , floor lights,

ADD-ONS (Separate Contract)

 - Plumbing - Motor pump, pressure tank and water tank.
 - Architecture - Special furniture such as – bed, chairs, table, consoles, vanity under counter cabinets.
 - Electrical – Solar panel, Gates, Fence, CCTV, Range hood

PLANT, TEMPORARY WORKS, MATERIALS AND EQUIPMENT

All Construction Plant, Temporary Works, Materials, and Equipment provided by the Contractor shall, when brought to the Site, be deemed exclusively intended for the construction and completion of the Contract Works.

The Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the written consent of the supervising Architect or Engineer.

The Owner shall not be liable for the loss of or injury to any of the said construction plant, temporary works, materials or equipment.

QUALITY REQUIREMENTS

Unless otherwise specified, all materials to be used in the Works shall be furnished by the Contractor in conformity with all quality requirements.

In order to expedite the inspection and testing of materials, the Contractor shall notify the Engineer of his proposed sources of materials so that the materials may be approved at the source of supply before delivery is started.

Such materials shall be subjected from time to time to such tests as the Owner may direct at the place of manufacture or fabrication or on the Site or at both places.

If it is found after testing that the sources of supply for approved materials do not produce uniform and satisfactory products or if the product from any source proves unacceptable at any time, the Contractor, shall furnish materials from other approved sources.

SAMPLING AND TESTING

All materials for which tests are specified shall be inspected and tested for acceptability by the Owner before incorporation in the Works.

Unless otherwise provided, sampling and testing of materials shall be done by the Contractor at his own expense under the direct supervision of the Owner in accordance with the methods given in the Specifications and as applicable the appropriate method of sampling and testing per PNS or applicable ASTM Standards and revisions thereof in effect on the date of Invitation of Bid.

The Contractor shall provide qualified and experienced laboratory staff and carry out all the tests specified in the Contract as required by the Owner's representative.

The Contractor's personnel assigned to manage the laboratory shall be particularly well experienced in the type of work to be undertaken and subject to the approval of the Owner.

The Contractor shall provide such facilities as the Owner may require for selecting and forward samples, and shall hold the materials, represented by the samples until the require tests have been performed and the results have found to conform with the requirements for the Specifications.

The approval of the preliminary samples shall not be considered as a guarantee of acceptance of all materials from the same source, or the quality or quantity of such materials, and it is understood that all materials delivered to the Site which do not meet the requirements of the Specifications may be rejected by the Owner,

No materials shall be incorporated into the Works unless tested and found satisfactory to the Owner. The Contractor will not be allowed any compensation for any delays or damages sustained pending the completion of testing approval.

Any material which have been sampled and found to be satisfactory may be re-sampled and tested any time before, during and after incorporation into the Works.

When requested, the Contractor shall furnish a complete written statement of the original composition and or manufacture of any or all materials that are to be incorporated into the Works.

In lieu of making tests, the Owner may accept, at its discretion, the manufacturer's certified analysis for structural steel and other manufactured products where the obtaining samples from the finished product will adversely affect its utility or structural qualities.

PRE-TESTING

Pre-testing is applicable to materials manufactured in bulk, such as Portland cement, asphalt, and reinforcing steel bars.

If the volume of work, construction programs, and other considerations so warrant, the Contractor may request the Owner to undertake the inspection of materials at the source, take samples, conduct tests, and if found satisfactory, issue pretesting Certificate.

Pre-testing certificate shall be issued only when materials shipped out have passed all the necessary tests.

At the point of delivery, the Owner has the options to resample for check tests all materials which have been pre-tested especially if there is evidence of deterioration or tampering and to reject pre-tested materials which, after the check tests, do not meet the requirements of applicable Specifications. Otherwise, the pre –testing certificates shall be the basis of acceptance of the materials.

All expenses incidental to pre-testing services shall be borne by the supplier or the Contractor, unless otherwise specified in the Contract.

FORM WORK

When form work has been placed, and ready for concreting, the Contractor shall check the form work for conformity with the Drawings and to ensure that the forms are sufficiently within tolerable limits for completed work in accordance with the technical Specifications.

INSPECTION

The Owner and its/his authorized representatives shall be allowed access to all parts of the Works at all times and shall be furnished with such information and assistance by the Contractor as may be required in order to make a complete and detailed inspection. Such inspection may include mill, plant or shop inspection.

All materials or equipment furnished under provisions of the Specifications is subject to such inspection.

No work shall be covered up or put out of view without the approval of the supervising Architect or Engineer. The contractor shall provide full assistance for the Owner to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is place thereon.

The Contractor shall give due notice to the Owner whenever any such work or foundations are ready for examination. The Owner shall, without reasonable delay will advise the Contractor in writing of his verification of the work, unless it is unnecessary, the work could go on as scheduled.

The Contractor shall uncover any part or parts of the Works or make openings in or through the same as the Architect or Engineer may direct or shall restore them to the satisfaction of the supervising Architect or Engineer.

If any such part or parts have been covered up or put out of view after compliance with the requirements of the preceding paragraph, and are found to be executed in accordance with the Plan, the expenses of uncovering, making openings and restoring the same shall be borne by the Owner.

However, in any other case, where defects have been noted after the opening thereof, all such expenses of opening and correcting defects shall be borne by the Contractor to be deducted from any monies due or which may become due the Contractor.

CORRECTING DEFECTIVE WORKS

Any defective work, whether it be the result of poor workmanship, use of defective materials, damage through carelessness or any other causes, which was found to exist prior to the final acceptance or final payment for the works, shall be removed immediately and replaced to conform with the Plan and Specifications, or shall be remedied otherwise in a manner acceptable to the supervising Architect or Engineer.

This clause shall be in full force and effect regardless of the fact that the defective work done or the defective materials used are with full knowledge of the Owner.

The fact that the Owner's inspector may have previously overlooked such defective work, shall not constitute an acceptance of such work or materials or any part of it.

No work shall be done without the established lines and grades given by the supervising Architect or Engineer.

Work done contrary to the instruction of the supervising Architect or Engineer, and work done beyond the lines indicated on the plans or as given, except as herein provided, or any extra work done without written authority will be considered as unauthorized and will not be paid for under the provisions of this Contract.

Work so done may be ordered removed or replaced at the expense of the Contractor any area or finished surface that exceeds the applicable variation limit specified; where imperfect area or spots developed that does not comply with the Plans, and Specifications be corrected before final acceptance.

All removal and replacement of unsatisfactory materials and correction of work of any description shall be done according to the Plan and Specifications at the expense of the Contractor.

CONTRACTOR RESPONSIBILITIES

Until the final acceptance of the Work by the Owner, the Contractor shall have charge and care of the Works and shall take every precaution against damage or injury to any part of thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of work.

The Contractor shall rebuild, repair, restore and make good all damage or injuries to any portion or the Works occasioned by any or the above cause before final acceptance and shall bear the expense thereof, except damage to the works due to Force Majeure and without fault or negligence of the contractor, including but not restricted by the owner to have been unavoidable or due to ordinary wear and tear.

Rain, windstorm, or the other natural phenomena of normal intensity, based on the official weather report for the particular season of the year in which the works are being prosecuted, shall not be construed as Force Majeure of unforeseeable cause beyond the control of the contractor.

CONTRACTORS RIGHT TO TERMINATE CONTRACT

If the Contract Works shall be completely stopped for a continuous period of more than 3 months, through no act or fault of the Contractor or of anyone employed by him or as a result of the occurrence of “Special Risks” as provided for in GC- 18 herein, then the Contractor, without prejudice to any other right or remedy, shall have the right to give the Owner fifteen (15) calendar days written notice to stop the Contract Works or terminate the Contract.

If the Contract Works is not resume within 15 calendar days after receipt of such notice by the Owner due to no fault of the Contractor, the Contractor may terminate the Contract.

LIABILITY FOR SPECIAL RISKS

The Contractor shall not be liable for damage or destruction of the Works or property, whether owned by the Government or third parties, for injury or loss of life caused directly by declared or undeclared war, invasion, insurrection, or usurped power in the Philippines referred to herein “special risks”.

SUNDAYS, HOLIDAYS AND OVERTIME

Work at night, on Sundays, or Holidays and overtime shall be governed by the pertinent laws and regulations and shall be the sole responsibility of the Contractor.

All costs and expenses associated with work at night, on Sundays and Holidays and overtime shall be paid by the Contractor and are deemed to be included in the Bid Prices submitted by the Contractor for the Contract.

CLIENT RESPONSIBILITIES

The Client must provide all necessary documents requested by the contractor which will be needed for application to any permits and to finish the works.

- Valid ID and Cedula.
- Certificate True Copy of the Transfer Certificate Title (TCT)
- Tax Declaration
- Current real property tax official receipt or certificate of non-delinquency.
- Barangay clearance to construct and certificate of no objection
- Lot plan w/ certification (duly prepared, signed and sealed by a duly licensed Geodetic engineer)

CUSTODY OF THE PLANS

Construction Drawings shall remain in the custody of the Owner, but two copies thereof shall be furnished the Contractor free of charge.

A copy of such of the Drawings furnished the Contractor shall be kept by him at the Site and the same shall at all times be available for inspection and use by the Engineer or by the other person authorized by him in writing.

THE OWNER'S RIGHT TO TERMINATE CONTRACT

The Owner at any time can terminate the Contract if, the Contractor does not show satisfactory progress in the Works, and has already incurred a negative slippage of 15% or more regardless of whether or not previous warning and notices for him to improve his performance has been issued.

TAKE OVER BY THE OWNER OF CONTRACT WORK

The Owner may take over the work under contract if:

- a. The Contractor fails to make satisfactory work progress or to comply with the orders of the Owner.
- b. If the Contractor does not actually have on the Project Site the minimum essential equipment necessary to prosecute the Works, in accordance with the approved construction schedule required for the project, before twenty five (25%) percent of the original Contract Time expires.
- c. Or should he neglect or refuse to remove materials or to perform a new work that has been rejected being defective and unsuitable.
- d. Or if the Contractor shall become insolvent,
- e. Or be declared bankrupt,
- f. Or shall make an assignment of all his property for the benefit of his creditors.
- g. Or is willfully violating any of the conditions, covenants and stipulations of the Contract,

The owner shall have the right, without necessity for judicial process or action, to rescind the Contract and suspend further payments to the Contractor or to take over the Works and completed it, either by administration or by the contract with other qualified contractors, in accordance with existing rules and regulations.

The Contractor upon receipt of notice to this effect shall vacate the Project Site and deliver the Works, or the part thereof specified in said notice peaceably to the Supervising Architect or Engineer.

All materials, caissons, erections and such essential equipment as may be needed for the construction of the project, and the plant thereon shall, at the option of the Owner remain on the Project Site until completed at such rental, if any, as the Owner may consider reasonable.

In case such other materials and equipment do not belong to the Contractor, but the others, then the Owner has the option to retain them for use in the project at the cost of the failing contractor, or pay reasonable rent for their use, chargeable against the Contractor, or return them to the owners.

Neither the taking over by the Owner of the Contract Works for completion by administration, nor the re-letting of the same to another contractor as provided herein above be construed as a waiver or forfeiture of the Owner right to recover damages against the original Contractor and or Sureties for the failure to complete the Works as stipulated in the Contract.

In such case, the damages which the Contractor and or Sureties may be liable are as follows:

- a. The total daily penalty computed as provided in this Contract including the day immediately before the date the Owner effectively took over the Works.
- b. The excess cost, incurred by the Owner in the completion of the Contract either by administration or by subcontracting the same, over the Contract Price.
- c. This excess cost includes all cost of supervision and inspection from the time the Owner effectively takes over the Contract Works by administration or by letting the same.

In the event that the total expenditures of the Owner in Completing the Works, including all charges against the project prior to recession of the Contract, are not in excess of the Contract Price, then the difference between the said total expenditures of the Owner and the Contract Price may be applied to settle all forms of claims and the balance, if any, may be paid to the Contractor.

But no amount in excess of the combined value of the unpaid completed work, retained percentage and usable materials taken over by the Owner at the same time of the rescission of the Contract shall be paid, nor shall any claim for expected profits of the work done after rescission of the Contract be allowed.

SUSPENSION OF WORK

The Owner shall have the right to suspend the Works wholly or partly by written order for such period as may be deemed necessary due to unfavorable weather conditions considered to be unsuitable for prosecution of the Works.

Or, for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public or to carry out valid orders, or due to the adjustment of the Plan to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly as directed.

In case of total suspension, or suspension of activities along the critical path of the approved PERT/CPM network and not due to any fault of the Contractor, the elapsed time between effective order for suspending the work and the order to resume work shall be adjusted to the contract time given the Contractor as provided in the Contract.

UNAVOIDABLE DELAY

Should the Contractor be delayed in the completion of the Works by the act, neglect or default of the Owner or of any other contractor(s) engaged by the Owner in the same and or adjoining project, or by any damage caused by fire or other calamity for which the Contractor is not responsible, or by the combined action of workmen in no way not caused by or resulting from neglect, default or collusion on the part of the Contractor, then, the time herein set for completion and the time lost by reason of any or all of the causes aforesaid, shall be extended or added to the contract time and shall be approved by the Owner.

However, no such extension shall be made unless a claim therefor is presented in the writing to the Owner within 30 calendar days after the occurrence of such delay. No claim for damages resulting from the delay caused by the act, neglect or default of the Owner will be entertained, except for corresponding extension of Contract Time.

EXTENSION OF CONTRACT TIME

Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the Contractor of the extension of Contract Time for the completion of the Contract Works under this Contract, the Owner shall determine the time for such extension.

The Owner shall not be bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the Contract Time and within 30 calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Owner a written notice in order that the same may be investigated at that time.

Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Owner shall examine the facts and extent of the delay and shall extend the contract time for completing the Contract Works when, in the opinion of the Owner, the findings of facts justify the extension.

No extension of contract time whatsoever shall be granted to the Contractor due to ordinary unfavorable weather conditions; non availability of equipment or materials to be furnished by him; labor problems, and such other causes for which the Owner is not directly responsible, or when the affected activities do not fall within the critical path of the approved PERT/CPM network or when the reason given to support the request for extension was already considered in the determination of the Original Contract Time during the conduct of detailed engineering.

PAYMENT FOR TERMINATED CONTRACT

If the Contract is terminated, the Contractor shall be paid for all items of work executed and accomplished by him up to the date of termination at the rates and prices provided in the Contract, and in addition:

- a. The cost of partially accomplished items of work agreed upon by the Owner and the Contractor.
- b. The cost of materials or goods reasonably ordered for the Permanent or Temporary Works which have been delivered to the site.
- c. The reasonable cost of removing the Construction Plant and the return thereof to the Contractor's plant site.

For any payment due the Contractor under the above conditions, the Owner is entitled to be credited with any outstanding balances due the Contractor for advances in respect to plant and materials and any sum previously paid by the Owner to the Contractor in respect to the execution of the Works.

FINAL INSPECTION

When all the materials and equipment of the Contract Works have been furnished and installed, and the Works have been executed in accordance with the Plans and Specifications as provided for and contemplated by the Contract, the Owner shall make the final inspection under the following procedures:

Upon noticed from the Contractor of his completion of the entire Contract Works, the supervising Architect or Engineer shall make a preliminary inspection.

If, at such inspection, it was found out that the Contract Works have been found complete in accordance with the Plans and Specifications to the satisfaction of the supervising Architect or Engineer, final acceptance of the work shall be recommended, subject to the provisions of GC-54 Warranty for the Defects.

The Contractor shall be notified of final acceptance by the Owner in writing within ten (10) calendar days from the date of acceptance or as soon thereafter as practicable.

If however, at the preliminary inspection, any work in whole or in part is found to be unsatisfactory, the supervising Architect or Engineer shall give the Contractor the necessary instructions as to the correction thereof before the final inspection.

The Contractor shall immediately comply with and execute such instructions.

Upon satisfactory correction/replacement of such work, another inspection will be made which shall constitute the final inspection to verify if said correction order have been complied with and the work completed. If so, then, the supervising Architect or Engineer shall recommend final acceptance of the Contract Work.

CLEARANCE OF THE SITE

Upon completion of the Works, the Contractor shall immediately clear the site and remove all construction plant, supplies materials, rubbish and temporary works of every kind and leave the whole Site and Works clean in workmanlike condition to the satisfaction of the Owner.

SCOPE OF PAYMENT

The approximate or estimate quantities listed in the Bill of Quantities of the Contract documents do not govern final payment. Payment to the Contractor will be made only for the actual quantities of the pay item of the Contract certified by the Engineer as performed by the Contractor in accordance with the Plans and Specifications.

Payments in accordance with the above paragraph shall be considered full compensation for furnishing all materials, labor, tools, and equipment. For performing all works contemplated and embraced under the Contract.

It shall also be considered full recompense to the Contractor for all losses of damages arising from the nature of the work or from the action of the elements or from unforeseen difficulties which have been encountered during the prosecution of the Works until its full acceptance by the Owner for all risks of every description in connection with the prosecution of the Works.

RETENTION MONEY

Progress payments are subject to retention of ten percent (2%) referred to as the retention money. Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of the Works as determined by the Owner is completed. After which no additional retention shall be made. The total retention money shall be due for release upon final acceptance of the Contracted Works.

After cumulative progress payments to the Contractor amounting to at least fifty (50%) percent of the total contract, the Owner shall, at the request of the Contractor, release the retention money, provided, that the Contractor posts an irrevocable standby letter of credit in favor of the Owner to answer and substitute for the purpose for which the ten percent retention is intended.

VERIFICATION BY THE OWNER

The Owner is entitled, by its/his discretion, to conduct such audit as he may deem necessary for his own investigation in connection with the following:

- Extra work done on cost-plus percentage basis as provided for in Clause GC-37 Variations, of the General Conditions.

- Revisions of Bid/Tender prices by reason of increase in the cost of material and minimum daily wage rate in accordance with GC-52 Verification by the Owner.
- Costs incurred in the event of takeover or termination of the Contract.
- Such other matters related thereto.

The Contractor is obliged to keep accurate up to date accounting books and records concerning the above items.

FINAL ACCEPTANCE AND PAYMENT

When the Contractor has satisfactorily completed the Works and the same has been accepted by the Owner, a final estimate showing the value of the Works in accordance with the approved **“as built plans”** shall be prepared as soon as the necessary measurements and computation have been made.

The final estimate shall be submitted to the Contractor for his approval and signature.

The signing of the final estimate by the Contractor shall constitute full acceptance of the total amount shown as entire payment for the amount due him under the Contract.

If the Contractor does not agree to this estimate, he shall, within a period of thirty (30) calendar days, file with the Owner a written statement setting forth his claim for adjustment.

Failure on the part of the Contractor to file such statement within 30 calendar days from the date of his non-acceptance of the final estimate, shall constitute evidence of his agreement to the quantities set forth therein and he shall have no further claim against the Owner.

The amount of this final estimate, including sums that have been retained under the provisions of the Contract, will be paid to the Contractor as soon as practical after the final acceptance.

LIQUIDATED DAMAGES

In case the Contractor refuses or fails to satisfactorily complete the Contract Works within the time specified herein, plus any time extension duly granted and is thereby in default under the Contract, the Contractor shall be liable to the Owner in the form of liquidated damages and not by way of penalty, an amount equal to one tenth of one percent (0.10%) of the total Contract Price for each calendar day of delay, until such time as the Owner may reasonably secure the completion of the works.

To be entitled to such liquidated damages, the Owner does not have to prove that it has incurred actual damages and may deduct the amount from any monies due or which may become due the Contractor under the Contract and or collect such liquidated damages from the Performance bond of the Contractor or Contractor's Sureties whichever is convenient to the Owner.

- Provide progress report for the month and estimated progress for the succeeding month.

- Completion schedule (target and actual) based on the approved construction programs.
- Tabulation of employees showing the supervisory staff and the members of the several classes of labor employed by the Contractor during the month.
- List of equipment utilized for the performance of the Contract Works during the month.

DELAY IN PAYMENT & PENALTIES

The Contractor agrees to submit a progress report as per request of budget.

The client agrees to pay the contractor not more than one (1) week from the requested date of the budget. In the event that the client fails to pay the contractor, a fee of 2% of the total billing per month shall be imposed as penalty.

WARRANTY FOR THE DEFECT

There is hereby provided a Warranty Period of One year from the date of final completion of the Contract Works as certified by the Owner in accordance with this section.

Within the above prescribed period, the Contractor shall be liable for any failure or defect noted or appearing in the Works which is traceable to poor workmanship, use of poor quality materials/equipment and non-compliance with the Plans and Specifications.

The Contractor shall at his own expense make good such defect as directed by the Owner. If the Contractor fails or refuses to do so, the Owner shall carry out the corrective work and the expenses consequent therefrom or incidental thereto shall be deducted by the Owner from any monies due or which may become due to the Contractor.

Defects and failures due to ordinary wear and causes other than the fault of the Contractor shall not be taken against the Contractor, and the Contractor shall not be held liable therefor.

GENERAL PROVISIONS

The Contractor shall assist the client in applying for any licenses or permits necessary for the work to be performed

All disputes hereunder shall be resolved by binding arbitration in accordance with the by laws of R.A.9266 or the "Architecture Act of 2004"

This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. This agreement may not be modified except in writing signed by all the parties.

If any part of this agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect. This agreement shall be binding upon the parties and upon their heirs, executors, personal representatives, administrators and assigns. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in the interest.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

[Client Name]

ARKIWORX

By: _____
Name:
Title:

By: RENE RICHIE CORCUERA
Name:
Title: ARKIWORX CEO

CONTRACT AGREEMENT

THIS CONTRACT OF AGREEMENT MADE AND EXECUTED this 27 day year 2018 by and between, _____ hereinafter referred to as the OWNER and _____ hereinafter referred to as the CONTRACTOR.

WITNESSETH

That, for and in consideration of the unit prices quoted/adjusted in the Bid Schedule of the Contract documents forming part of this Contract, the Parties hereto covenant and agree to with each other, as follows:

1. That, the OWNER conducted a (Simplified Bidding/ Public Bidding on _____, 20____ for the Proposed Construction of _____ at _____ hereinafter referred to as the PROJECT.
2. That, the Owner's Prequalification, Bids and Awards Committee after deliberation and review of the five _____ bids received in the bidding, recommended award of the Contract to the CONTRACTOR in the total amount of _____ (P_____)
3. That, application of Parametric formulate for price escalation shall be carried out half yearly intervals in accordance with the Contract Documents.
4. That, the OWNER reserves the right to transfer any unused portion of the estimated contract amount from one item to another.
5. That, there shall be no foreign currency component of the project.
6. That, the Contract shall not take effect until the CONTRACTOR has furnished and delivered to the OWNER an acceptable Performance Bond in accordance with the following schedule:
 - a. Cash, Manager's Check, Cashier's Check, Irrevocable Letter of Credit – Five percent (5%) of the total contract price.
 - b. Bank Draft/ Guarantee – Ten Percent (10%) of the total contract price.
 - c. Surety Bond - Thirty Percent (30%) of the contract price.
7. That, within (7) calendar days of the signing and or effectively of this Contract the OWNER will issue a Notice to Proceed to the CONTRACTOR, and that the CONTRACTOR will

commence work on site within ten (10) calendar days after the date of the receipt of the Notice to Proceed.

8. That, the above mentioned items of works in this Project as covered by this Contract shall be completed within estimated _____ calendar days.
9. That, the CONTRACTOR agrees to comply with the obligations to pay promptly the wages, and salaries of employees and laborers within three (3) days after the end of every payday period, and shall pay its Sub-Contractor(s) if any for the preceding pay periods for work accomplished for labor, and for materials furnished.
10. That, the OWNER shall make available to the CONTRACTOR an interest free Advance Payment not exceeding Fifteen Percent (15%) of the amount stated in this Contract, which shall be released in accordance with the Conditions of Contract.
11. That, the OWNER agree to cause Advance Payments and Monthly progress Payments will be subject to a Ten Percent (10%) deduction of retention monies, in accordance with the Conditions of Contract.
12. That the CONTRACTOR shall comply and strictly observed all laws regarding workman's health and safety workers welfare compensation for injuries, minimum wages, hour of labor and other laws relative hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective signature, on the date herein before written at the _____ Philippines.

OWNER

CONTRACTOR

Signed in the Presence of:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

City of _____) s.s.

BEFORE ME, NOTARY PUBLIC for and in the City of _____ , personally appeared the following persons with their respective Community Tax Certificates:

Name	CTC No.	Issued at	Issued on
1. Owner	_____	_____	_____
2. Contractor	_____	_____	_____

who are known me to be the same persons who executed the foregoing instrument and acknowledge the same to be their free and voluntarily act and deed.

I, hereby certify that this instrument consisting of _____ pages including this page where acknowledgment is written signed by herein parties and their respective instrumental witnesses at every page thereof refers to a DEED OF AGREEMENT.

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

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 20 _____

Date _____

NOTICE TO COMMENCE WORK

The Contract therefore having been approved, copy of which will be furnished, Notice is hereby given.

Name and Address of Contractor	Name and Location of the Project
	P _____ Contract Amount

Description of the Project

The work on this project may be commenced from _____ day of _____ year 20____ and the CONTRACT TIME, or number of days allowed under this Contract will be counted Ten (10) calendar days after the date of receipt of this Notice. Failure to finish this project within _____ days without approved Time extension shall force this office to deduct from your contract amount the liquidated damages as provided for in the General Conditions of the Contract Documents.

Owner/Representative