



# LEIGH DESIGN STUDIOS

ADDRESS: #. 15, M.H. DEL PILAR ST.,  
GUITNANG BAYAN I, SAN MATEO, RIZAL  
T.: 0997-883-1896 | 0936-947-4847  
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## OWNER – BUILDER CONTRACT AGREEMENT

PROJECT : **PROPOSED 2 STOREY RESIDENTIAL PROJECT**

LOCATION : **LOT 2, BLK 56, CASA BUENA SUBDIVISION, PULILAN, BULACAN**

**THIS CONTRACT AGREEMENT**, is made and entered into this 31st day of January, Two Thousand and Twenty-Five by **Mr. Mark Ervin V. Arandela**, of legal age, Filipino, and with postal address **Lot 2, Blk 56, Casa Buena Subdivision, Pulilan, Bulacan**, the party of the First Part, hereinafter called the **OWNER**,

between

**Ar. Lito G. Carisma** of Leigh Design Studios (Architect / Builder), of legal age, Filipino, and with postal address at No.15, MH Del Pilar Street, Guitnang Bayan 1, San Mateo, Rizal, the party of the Second Part, hereinafter called the **BUILDER**.

WHEREAS, the **OWNER** agrees and approved to the contractor's bid of quotations as specified through the Statement of Probable Project Construction Cost for the development of the proposed project, with the contract for Build and Supply of specified materials as written in the approved Building Specifications.

WHEREAS, the **BUILDER** shall complete the proposed project not less than **180 days** and not more than **210 days** working days upon the start of groundbreaking.

WHEREAS, the **OWNER** shall provide the building utilities such as water and electrical supply for the construction of the project.

WHEREAS, the **BUILDER** shall provide all swatches and actual samples of finishing materials for approval of the **OWNER** before purchase in partial or in whole before installation.

WHEREAS, the **OWNER** shall provide all materials declared on the Owner Supplied Materials written on the SPPCC.

WHEREAS, the **BUILDER** shall declare the costing of materials of Finishes and Fixtures based on the approved bid. Should if the **OWNER** chooses such material beyond the declared cost, the **OWNER** shall settle the excess cost of the declared costing.

All additional scope of works, revisions, change orders, and addenda beyond the approved contract with corresponding cost implications shall be billed based on each corresponding change accordingly, to be settled in full payment before construction and/or installation.



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WITNESSETH,

That whereas the OWNER intends to build a **PROPOSED 2 STOREY RESIDENTIAL PROJECT/structure** at **LOT 2, BLK 56, CASA BUENA SUBDIVISION, PULILAN, BULACAN.**

NOW, THEREFORE,

The **OWNER**, and the **BUILDER** for and in consideration of the foregoing premises and of the other covenants hereinafter named, agree as follows:

## **ARTICLE 1: PROJECT DESCRIPTION**

A total lot area of 156.00 m<sup>2</sup> inside lot at 13.22 m frontage. A proposed project of Proposed 2 Storey Residential Project with a total floor area of 157.53 m<sup>2</sup>. Space requirements of Residential Occupancy such as Entrance porch, Living, Dining, Kitchen with bar counter, Dirty Kitchen, Maid's room, Laundry/service area, Guest toilet, 2 car covered garage, Shared toilet, Master Bedroom, Bedroom 1,2, & Family Area, and Balcony.

## **ARTICLE 2: SPECIFICATIONS OF CONTRACT**

### **2.01 SCOPE OF WORKS**

The scope of works shall include all details based on the approved plan as follows;

Phase 1: Civil, Structural, and Partial Building Utilities. Demolition., Excavation, Hauling, and Erection of building structure from foundation to 2<sup>nd</sup> Floor including; Footings, Columns, Beams, Slabs, and Staircase. The layout of the fence and new wall partitions such as exterior and interior walls using specified CHB. Embedding of electrical conduits and fitting with run wiring. Re-routing and embedding of plumbing and sanitary pipes and fittings. Embedding of electronic conduits and fitting with run cabling, cabling, and wiring.

Phase 2: Architectural Finishes. Installation of Doors and Windows, the layout of floor finishes, wall finishes, and ceiling finishes. Painting of structure and all architectural components. Installation of railings, exterior design, and wall cladding finishes.

Phase 3: Architectural Interiors. Fabrication, furnishing, provision, and installation of Interior Design Components such as Modular Kitchen. Other additional modular cabinets, additional finishes not discussed in this offer shall be priced and quoted separately.



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## 2.02 MATERIAL SPECIFICATION

### SITE AND PREPARATION AND EXTERNAL WORKS:

- All grounds shall be treated with termite control chemicals and wood materials shall also be treated.
- Septic tank shall be provided as per plan. Please refer to plumbing. drawings for details.
- Surveying and verification of lot plots, if needed, shall be the Owner's responsibility. Any service deposit for Meralco or Manila Water/ Maynilad shall be for the Owner's account.
- It is understood that the property where the residence is to be constructed is the true and actual property presented to the Architect-Contractor. After verification of the property by the geodetic engineer/surveyor by the Owner any misrepresentation of said property resulting to the Contractor building / constructing on the wrong lot is the responsibility of the Owner.

### Flooring

- Living Area, Dining Area, and Kitchen flooring shall be 60 x 60cm ceramic floor tiles
- Bedrooms, Master's Bedroom, and Hallway flooring shall be 178 x 1220cm SPC floor planks
- Entrance porch shall be 40 x 40cm matte ceramic tiles
- Balcony, laundry area and terrace shall be 40 x 40cm matte ceramic tiles
- Parking shall be 40 x 40cm matte ceramic tiles.
- Bathroom and Toilets shall be 30 x 60cm matte ceramic tiles.

### Walls and paint finish:

- Interior wall finish for the living, dining, and kitchen and hallway areas shall be smooth cement finish and painted off white semi-gloss or other color finish. Colors shall be presented to Owner for final approval.
- Wall finish for all bedrooms shall be smooth cement finish painted with semi-gloss latex. Colors to be approved by the Owner. Painting works will use BOYSEN or DAVIES brand or approved equivalent.
- All exterior concrete grooves and decorative tile accents (if any) shall be included as per elevation.
- All openings for window type, split type air conditioner units will be provided in all elevations as per plan.
- Window slab canopies shall be plain cement finish with ½" half-moon rain cutter groove and integral type waterproofing of at least 4 coatings.

### Kitchen and Other Cabinets:

- Showcase kitchen counter shall be granite slab countertop finish with 30X60 ceramic backsplash.
- Kitchen sink for the kitchen shall S304 single bowl with adjustable drain board or equivalent with S304 gooseneck type faucet.



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- kitchen carcass shall be no more than 2.40m wide modular kitchen in 3/4" thk. laminated marine plywood finish with 1 cutlery tray, 2 Stainless wire baskets, and 1 waste bin.
- Wardrobe and TV floating cabinets shall be in 3/4" thk. laminated marine plywood finish.

## **Ceilings:**

- Common ceiling area shall be 9mm thk gypsum board rigidly fixed with lightweight metal furring.
- Wet areas and exposed to weather ceiling shall be 1/4" thk. ficem board.
- 7.5mm thk. x 200mm x 2.90m PVC ceiling shall be applied on the accented ceiling as per plan.
- Ceiling for exterior eaves shall be PVC Panels as per design.
- All ceiling frames shall be rigidly fixed via light metal frames at 0.40m on the center both ways.

## **Guest toilet and bathrooms:**

- Toilet Fixtures shall be Italia Brand/ GV brand or approved equivalent. All bedrooms shall have a one-piece type floor-mounted water closet and wall-mounted lavatory, tissue holders and soap holders.
- Other optional toilet accessories such as wall organizers, additional towel holders, and other items not specified in the drawing details are not included in the offer.
- Bath or shower area shall be provided with 50mm x 75mm floor-mounted concrete zocalo and a dedicated 4" x 4" square type stainless floor drain.
- Shower valves shall be S304 grade stainless type.
- Bespoke vanity cabinets with built-in mirrors shall be provided in all bathrooms.
- Shower enclosure shall be provided as per plan using 10mm thick. clear tempered glass with towel holder and stainless fixing accessories at 1.80m high.

## **Doors and aluminum windows:**

- Main door shall be Solid Mahogany Wooden Door panel with 2"X 4" steel jamb.
- All bedroom doors shall be Semi-solid Wooden Door panel with 2"X 4" steel jamb.
- All bathroom doors shall be flush Door panel with 2"X4" steel jamb.
- Door locksets shall be faultless round type.
- Special door locksets and ironmongery other than what is provided any shall be provided by Owner with cost variation/ adjustment to be adjusted from the contract.
- Windows shall be Aluminum Analoks sliding /awning windows as required.
- Window glass thickness shall be 1/4" thk. either clear or reflective ordinary glass.
- Aluminum frame shall be standard residential grade Vertex or Brother brand (locally made) only.

## **Staircase:**

- Stairs steps shall be 40mm thk. solid Tanguile kiln dried S4S wooden planks over a poured reinforced concrete stairs frame.



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- Riser height shall be a minimum of 7" (177mm) with a minimum thread of 11" (280mm) inclusive of nosing. A landing shall be provided in every excess of 13 steps.
- Post and handrail shall be 2"x 2" square type steel post and stainless steel painted finish railing with 2"x 2" steel handrail. Railing shall be 10mm thk. tempered glass finish.

## Roofing and bended flashings:

- Roof shall be gauge #25 long span pre-painted finish. Color shall be presented to the Client for approval.
- Box Gutters shall be gauge #25 and all other roof flashings shall be 36" pre-painted metal to match with the roof color.

## Steel Works:

- Security Steel window grills are not included in this offer and other optional metal works other than the proposed design is not included in this offer. If the Owner wishes to include it in the scope, a formal quotation shall be presented to the Owner for approval and future installation.
- Gates are included in this offer. Fencing details and drawings can be applied together with the building permit application.
- Roof framing shall be made of 1.5mm thk. x 2"x 6" steel rafter with 1.2mm thk. 2"x3" C- Purlins.
- Roof insulation is not recommended and not included in this offer.
- Refer to structural framing for specific spacing and blow-up connection details.

## Electrical, lighting and plumbing:

- Electrical wires shall be Philflex, Phelps Dodge / Royu Brand or approved equivalent.
- All Pin LED Lights shall be BIG light brand or approved equivalent.
- Switches shall be National/ Panasonic brand or approved equivalent.
- All cove lights shall be provided with warm colour LED strip lights as/ details.
- All electrical appliances and electronic device such as A/C. Fridge, Electrical cooker, Microwave, CCTV camera installations, Sound system set-up, Internet and Telephone cabling are not included in the scope except conduiting works (if required).
- Dimensions for all appliances and air conditioner units to be provided by Owner for proper coordination in site on final measurements of said items. All appliances and air conditioner units shall be provided by Owner.
- Temporary connection fees and security deposit to MERALCO shall be borne to the Client.
- Waterline and fittings shall be PPR Phildex/ German Made Ecosan or approved equivalent.
- Neltex PVC shall be used for all downspouts and sewer lines or approved equivalent.
- Special lighting fixtures (such as chandelier, drop lights and wall lamps if any) shall be provided by Owner. Pin-light and standard LED lights fixtures shall be provided by the Builder as per plan.



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## 2.03 OTHER CONDITIONS NOT DISCUSSED IN THE SPECIFICATIONS

- If any dismantling or demolition work is required, the Owner shall arrange for demolition work before mobilization. Unless the owner agrees to the contract, the Builder can take over the work provided that the latter will take responsibility for hauling and disposing of the entire salvaged materials (useful or not) within the Construction site.
- It is understood that the connection to the main sewer, main drainage and main water line is directly in front of the property line. Any extension in dimension for the line (for the sewer line, drainage, and water line) would mean additional cost to the contract which shall be borne to the Client.
- It is understood that the Owners shall not to occupy the newly constructed residence unless a formal turnover takes place wherein the Owner signs the **Certificate of Acceptance** and the occupancy permit are applied and approved by the Municipality Engineer.
- Special door lockset shall be provided by the Client would mean additional cost to contract and shall be borne to the Owner.
- Electrical and water consumption during construction shall be the Contractor's responsibility. Connection for temporary fees and deposit to Meralco shall be borne to the Client. It is understood that the connection to the Meralco post is directly in front of the property. Any extension in dimension for the line that may be due to the subdivision would mean additional cost to the contract and shall be borne by the Owner.
- If the Owner would like special plumbing and lighting fixtures, a change order request / Addendum in the contract shall be highlighted with a difference in cost to be charged to the Owner.
- If the Owner wishes to change all the lighting fixtures, the refund shall be given to the Owner which will be deducted from the final billing.

### **Bonds and fees:**

- All fees/Construction bonds for building permit and all other pertinent permits such as subdivision permits, construction permit shall be by the Owner.
- Any permits fees shall be of Owner's responsibility including Occupancy permit fees after construction. Construction bond if any is by Owner's responsibility.
- Any toll fees on the usage of the vacant lot shall be Owner's responsibility.
- Any toll and gate fees which may be extracted by the Subdivision on deliveries will be for the account of the Builder.

## 2.04 PROJECT INCLUSION

The scope of project shall include all designs and drawings written on approved Detailed Architectural and Engineering Design which was specified on the Building Specifications, quantified and estimated thru the approved Statement of Probable Project Construction Cost.



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## ARTICLE 3: IMPERFECTION TOLERANCE

### 3.01 ACTUAL DIMENSION

All dimension as per plan is accurate via technical drawing, hence some of which may vary during actual construction.

Exterior and interior wall clearance, vertical, all walls are subject to 5.0 mm to 50.0 mm tolerable dimension adjustments.

Squared Perpendicular Angle Clearance, all perpendicular and straight angles may vary from one (1.0) degree to four (4.0) degrees plus or minus ( $\pm$ ) tolerable clearance.

Smoothness and roughness of wall, and ceiling imperfection; all walls and ceiling are subjected to unevenness or an actual wave variable tolerable clearance from 3.0 mm to 8.0 mm only.

Floor leveling imperfection, flooring is subjected to unevenness or actual wave variable tolerable imperfection from 5.0 mm to 15.0 mm floor level only.

Elevation variable imperfections, all elevation heights may differ from point to point at any or random point hence a maximum of two (3) degrees slope at any point of imperfection is tolerable whether vertical, horizontal or angular.

### 3.02 QUALITY OF WORK

Expectations of quality shall be based on the Lump sum cost per square meter of any given area.

All materials of construction brands for all trades shall be based on the given Building Specifications provided by the Architect of Record, except for the Contractor's Counter Specifications as approved by the Owner.

To further accomplish such task or scope of works, the Contractor may ask for certain additional Working Drawings, Shop Drawings, Spot Details, or any form of drawings to be provided by the Architect of Record, or the Architect in Charge of Construction to further elaborate the given details in accordance to the provided Construction Documents. For some instances, the Contractor may request a Site Visitation from the Architect of Record, and his design team, or the Architect in Charge of Construction through the Owner, to consult professional advice, inspect, provide decisions, and approve such site implementation, layouts, materials, and other related details for the betterment of the Contract Execution.

The Architect's, Engineer's and/or Construction Inspector's **Quality Standards** shall be based on the type of corresponding classification.

Class E:	Low Cost	= Maximum Tolerance Fair Quality
Class D:	Standard	= Medium Tolerance Fair Quality



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<b>Class C:</b>	<b>Mid End/ Decorative</b>	<b>= Medium Tolerance Good Quality</b>
Class B:	High End	= Minimum Tolerance High Quality
Class A:	Luxury	= Minimum Tolerance High Quality

*Note: Lump sum Cost as declared on SPPCC*

## ARTICLE 4: SITE SUPERVISION AND MANAGEMENT

The BUILDER shall secure the safety of all personnel and its surrounding environment at all cause at all times.

All personnel entering the SITE premises such as the CONTRACTOR and its team, the OWNER and its family, the ARCHITECTS and ENGINEERS, the CSG, and VISITORS shall abide by the proper dress code as endorsed and implemented by COSH (Construction Occupational Safety and Health), given under rule 1030 of DOLE Department Order 13 series of 1998.

During the whole construction period, the job site shall be declared as the BUILDER's work premises, the BUILDER shall secure all materials through Warehousing, shall secure manpower attendance thru Time Keeping, and shall secure implementation of job orders via FOREMAN and/or LEADMAN, and/or CONSTRUCTION OFFICER IN CHARGE.

The BUILDER shall have the authority and rights on full construction management, building methods, and standard operating procedure if the OWNER does not provide or hire a third-party PROJECT MANAGEMENT TEAM.

The BUILDER shall have the authority to deny entry of unauthorized personnel to enter the site premises.

The BUILDER shall provide one or more Technical Personnel such as the PROJECT MANAGER and/or CONSTRUCTION MANAGER and/or PROJECT ARCHITECT and/or PROJECT ENGINEER to supervise, manage, and represent on their behalf the implementation of the Design.

The OWNER can provide one or more Technical Personnel delegated as the OWNER'S CSG (Construction Supervision Group) as the representation of the OWNER during the construction period to check and balance the work and performance implemented by the BUILDER.

All declarations and on-site decisions through workmanship and design execution shall be declared by the ARCHITECT IN CHARGE OF CONSTRUCTION. All approved design drawing is hereby declared as final unless otherwise revised by the OWNER as per consulted to the ARCHITECT OF RECORD.



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## ARTICLE 5: TERMS OF PAYMENT:

SCHEDULE OF PAYMENT (CONSTRUCTION)		
Amount	Progress (%)	Duration / Schedule
PHP 1,929,000.00	30 % DP	Before project mobilization
PHP 1,929,000.00	30 % Progress	1st Progress Billing
PHP 1,929,000.00	30 % Progress	2nd Progress Billing
PHP 321,500.00	5 % Progress	Upon Handing Over
PHP 321,500.00	5 % Progress	After 3 months (Retention)
<b>PHP 6,430,000.00</b>	<b>TOTAL</b>	

## ARTICLE 6: BILLING AND METHODS OF PAYMENT

The Formal Billing Statement shall be given to the Owner Seven (7) days prior to the date of collection. Inclusive of Accomplishment Report attachment. Indefinite amount, indefinite date.

Check payment address to: **Lito G. Carisma**

All collections shall be logged and provided with an Acknowledgement Receipt (A.R.) only (Non-VAT)

## ARTICLE 7: PUNCHLISTING

The Contractor will declare if the project is almost complete. Upon this declaration, The Owner and the Architect shall inspect and check in partial or in whole the scope completed based on the Contract Inclusion to verify and approve all finished declarations. Should the Owner and Architect see some items, or finishes that need to be rectified or improved, a Punch list notation shall be made.

All Punch Lists shall be rectified in three (3) stages only. The Owner and the Architect shall log all punch list and the Contractor shall verify all punch list given but will rectify or improve only a certain punch list that contradict to a certain quality based on the expected Quality Standards only.

The Owner may release the Completion payment upon 95% accomplishment given all punch lists are logged, and noted by both parties.

The Retention day count shall start upon the accomplishment and approval of the Final Punch List, and issuance of the Certificate of Completion noted and signed by both parties.

## ARTICLE 8: WARRANTY CLAUSE

The coverage of warranty is limited to the scope of works done and the supply of materials installed for the project.



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Six (6) months warranty for building settling, inclusion of leaks, faulty electrical system, faulty water and sanitary system, building settling mortar/ plastering wall cracks, sudden paint defects, and all material depreciation supplied and installed.

Six (6) months warranty replacement for broken outlets and switches.

Six (6) months warranty replacement for broken and faulty hardware.

The warranty does not cover the damages caused by the force majeure or natural disasters such as floods, extremely heavy storms, and earthquakes damage 5.0 above within a 100-kilometer radius. The warranty does not cover the damages incurred by the third-party subcontractors, and owner-supplied materials which the CONTRACTOR does not provide. The warranty does not cover the damages caused by misuse, mishandling, intentional or unintentional damages, and damages caused by civilian accidents.

## **ARTICLE 9: ARBITRATION AND DISPUTE**

Should arbitration and disputes in the period of construction arise;

The OWNER may cancel, stop, or postpone the construction if;

The BUILDER and ARCHITECT failed to comply with their duties, such as improper implementation and interpretation of plans and designs, failed to supply the corresponding workforce needed in the construction process, lack of tools and equipment that caused delays and lengthening of the construction period, poor quality of work, avoidance of professional duties and abandonment of work.

The BUILDER / ARCHITECT may cancel, stop, or postpone the construction if;

The OWNER failed to comply with his duties, such as failure to provide the basic utilities needed in the progress of construction, tampering with approved plans and specifications, revision without coordination, engagement of instructing the Contractor's workforce without the Architect and the Contractor's knowledge, and unsettlement of billing statement.

All questions in dispute under this Agreement shall be submitted in accordance with the provisions of the Philippine Law on Arbitration and provided for in Art. 2042 of the New Civil Code of the Philippines and the provision of the Republic Act No. 876, (but all litigations shall be confined under the jurisdiction of the city/ municipality and all parties agree not to adjudicate in any other areas for that matter.)

The Parties in dispute under this Agreement hereby agree to full performance of the covenants contained herein.

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IN WITNESS WHEREOF, the parties to this Agreement have on the day and year first above given, hereunto set their hands at the bottom of this page and on the left-hand margin of all the other pages of this Agreement.



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By:

**Mr. Mark Ervin V. Arandela**

Owner

**Ar. Lito G. Carisma**

Leigh Design Studios

Witness;

**Mr./Ms.**

**Ar. Lito Carisma**

Architect of Record/

Architect in Charge of Construction

## ACKNOWLEDGEMENT

Republic of the Philippines

City/Municipality of \_\_\_\_\_ ) S.S.

Before me, a Notary Public in \_\_\_\_\_ personally appeared Mr.  
\_\_\_\_\_, with Residence Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at  
\_\_\_\_\_ and Mr. \_\_\_\_\_, with Residence Certificate No. \_\_\_\_\_ issued on  
\_\_\_\_\_ at \_\_\_\_\_ together known to me and known to be the same persons  
who execute the foregoing instrument and acknowledged to me that the same is their free act and deed.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this \_\_\_\_ day \_\_\_\_\_  
2024 in the City of \_\_\_\_\_, Philippines.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

Until December 31, \_\_\_\_\_

Attached herewith are photocopy of Valid Governments issued Identification Cards.



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between

**Ar. Lito G. Carisma** of Leigh Design Studios (Architect / Builder), of legal age, Filipino, and with postal address at No.15, MH Del Pilar Street, Guitnang Bayan 1, San Mateo, Rizal, the party of the Second Part, hereinafter called the **BUILDER**.

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The **OWNER**, and the **BUILDER** for and in consideration of the foregoing premises and of the other covenants hereinafter named, agree as follows:

## **ARTICLE 1: PROJECT DESCRIPTION**

A total lot area of 156.00 m<sup>2</sup> inside lot at 13.22 m frontage. A proposed project of Proposed 2 Storey Residential Project with a total floor area of 157.53 m<sup>2</sup>. Space requirements of Residential Occupancy such as Entrance porch, Living, Dining, Kitchen with bar counter, Dirty Kitchen, Maid's room, Laundry/service area, Guest toilet, 2 car covered garage, Shared toilet, Master Bedroom, Bedroom 1,2, & Family Area, and Balcony.

## **ARTICLE 2: SPECIFICATIONS OF CONTRACT**

### **2.01 SCOPE OF WORKS**

The scope of works shall include all details based on the approved plan as follows;

Phase 1: Civil, Structural, and Partial Building Utilities. Demolition., Excavation, Hauling, and Erection of building structure from foundation to 2<sup>nd</sup> Floor including; Footings, Columns, Beams, Slabs, and Staircase. The layout of the fence and new wall partitions such as exterior and interior walls using specified CHB. Embedding of electrical conduits and fitting with run wiring. Re-routing and embedding of plumbing and sanitary pipes and fittings. Embedding of electronic conduits and fitting with run cabling, cabling, and wiring.

Phase 2: Architectural Finishes. Installation of Doors and Windows, the layout of floor finishes, wall finishes, and ceiling finishes. Painting of structure and all architectural components. Installation of railings, exterior design, and wall cladding finishes.

Phase 3: Architectural Interiors. Fabrication, furnishing, provision, and installation of Interior Design Components such as Modular Kitchen. Other additional modular cabinets, additional finishes not discussed in this offer shall be priced and quoted separately.



# LEIGH DESIGN STUDIOS

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GUITNANG BAYAN I, SAN MATEO, RIZAL  
T.: 0997-883-1896 | 0936-947-4847  
E: LEIGHDESIGNSTUDIOS@GMAIL.COM  
F: LEIGHDESIGNSTUDIOS  
W.LEIGHDESIGNSTUDIOS.COM

## 2.02 MATERIAL SPECIFICATION

### SITE AND PREPARATION AND EXTERNAL WORKS:

- All grounds shall be treated with termite control chemicals and wood materials shall also be treated.
- Septic tank shall be provided as per plan. Please refer to plumbing. drawings for details.
- Surveying and verification of lot plots, if needed, shall be the Owner's responsibility. Any service deposit for Meralco or Manila Water/ Maynilad shall be for the Owner's account.
- It is understood that the property where the residence is to be constructed is the true and actual property presented to the Architect-Contractor. After verification of the property by the geodetic engineer/surveyor by the Owner any misrepresentation of said property resulting to the Contractor building / constructing on the wrong lot is the responsibility of the Owner.

### Flooring

- Living Area, Dining Area, and Kitchen flooring shall be 60 x 60cm ceramic floor tiles
- Bedrooms, Master's Bedroom, and Hallway flooring shall be 178 x 1220cm SPC floor planks
- Entrance porch shall be 40 x 40cm matte ceramic tiles
- Balcony, laundry area and terrace shall be 40 x 40cm matte ceramic tiles
- Parking shall be 40 x 40cm matte ceramic tiles.
- Bathroom and Toilets shall be 30 x 60cm matte ceramic tiles.

### Walls and paint finish:

- Interior wall finish for the living, dining, and kitchen and hallway areas shall be smooth cement finish and painted off white semi-gloss or other color finish. Colors shall be presented to Owner for final approval.
- Wall finish for all bedrooms shall be smooth cement finish painted with semi-gloss latex. Colors to be approved by the Owner. Painting works will use BOYSEN or DAVIES brand or approved equivalent.
- All exterior concrete grooves and decorative tile accents (if any) shall be included as per elevation.
- All openings for window type, split type air conditioner units will be provided in all elevations as per plan.
- Window slab canopies shall be plain cement finish with ½" half-moon rain cutter groove and integral type waterproofing of at least 4 coatings.

### Kitchen and Other Cabinets:

- Showcase kitchen counter shall be granite slab countertop finish with 30X60 ceramic backsplash.
- Kitchen sink for the kitchen shall S304 single bowl with adjustable drain board or equivalent with S304 gooseneck type faucet.



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- kitchen carcass shall be no more than 2.40m wide modular kitchen in 3/4" thk. laminated marine plywood finish with 1 cutlery tray, 2 Stainless wire baskets, and 1 waste bin.
- Wardrobe and TV floating cabinets shall be in 3/4" thk. laminated marine plywood finish.

## **Ceilings:**

- Common ceiling area shall be 9mm thk gypsum board rigidly fixed with lightweight metal furring.
- Wet areas and exposed to weather ceiling shall be 1/4" thk. ficem board.
- 7.5mm thk. x 200mm x 2.90m PVC ceiling shall be applied on the accented ceiling as per plan.
- Ceiling for exterior eaves shall be PVC Panels as per design.
- All ceiling frames shall be rigidly fixed via light metal frames at 0.40m on the center both ways.

## **Guest toilet and bathrooms:**

- Toilet Fixtures shall be Italia Brand/ GV brand or approved equivalent. All bedrooms shall have a one-piece type floor-mounted water closet and wall-mounted lavatory, tissue holders and soap holders.
- Other optional toilet accessories such as wall organizers, additional towel holders, and other items not specified in the drawing details are not included in the offer.
- Bath or shower area shall be provided with 50mm x 75mm floor-mounted concrete zocalo and a dedicated 4" x 4" square type stainless floor drain.
- Shower valves shall be S304 grade stainless type.
- Bespoke vanity cabinets with built-in mirrors shall be provided in all bathrooms.
- Shower enclosure shall be provided as per plan using 10mm thick. clear tempered glass with towel holder and stainless fixing accessories at 1.80m high.

## **Doors and aluminum windows:**

- Main door shall be Solid Mahogany Wooden Door panel with 2"X 4" steel jamb.
- All bedroom doors shall be Semi-solid Wooden Door panel with 2"X 4" steel jamb.
- All bathroom doors shall be flush Door panel with 2"X4" steel jamb.
- Door locksets shall be faultless round type.
- Special door locksets and ironmongery other than what is provided any shall be provided by Owner with cost variation/ adjustment to be adjusted from the contract.
- Windows shall be Aluminum Analoks sliding /awning windows as required.
- Window glass thickness shall be 1/4" thk. either clear or reflective ordinary glass.
- Aluminum frame shall be standard residential grade Vertex or Brother brand (locally made) only.

## **Staircase:**

- Stairs steps shall be 40mm thk. solid Tanguile kiln dried S4S wooden planks over a poured reinforced concrete stairs frame.



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- Riser height shall be a minimum of 7" (177mm) with a minimum thread of 11" (280mm) inclusive of nosing. A landing shall be provided in every excess of 13 steps.
- Post and handrail shall be 2"x 2" square type steel post and stainless steel painted finish railing with 2"x 2" steel handrail. Railing shall be 10mm thk. tempered glass finish.

## Roofing and bended flashings:

- Roof shall be gauge #25 long span pre-painted finish. Color shall be presented to the Client for approval.
- Box Gutters shall be gauge #25 and all other roof flashings shall be 36" pre-painted metal to match with the roof color.

## Steel Works:

- Security Steel window grills are not included in this offer and other optional metal works other than the proposed design is not included in this offer. If the Owner wishes to include it in the scope, a formal quotation shall be presented to the Owner for approval and future installation.
- Gates are included in this offer. Fencing details and drawings can be applied together with the building permit application.
- Roof framing shall be made of 1.5mm thk. x 2"x 6" steel rafter with 1.2mm thk. 2"x3" C- Purlins.
- Roof insulation is not recommended and not included in this offer.
- Refer to structural framing for specific spacing and blow-up connection details.

## Electrical, lighting and plumbing:

- Electrical wires shall be Philflex, Phelps Dodge / Royu Brand or approved equivalent.
- All Pin LED Lights shall be BIG light brand or approved equivalent.
- Switches shall be National/ Panasonic brand or approved equivalent.
- All cove lights shall be provided with warm colour LED strip lights as/ details.
- All electrical appliances and electronic device such as A/C. Fridge, Electrical cooker, Microwave, CCTV camera installations, Sound system set-up, Internet and Telephone cabling are not included in the scope except conduiting works (if required).
- Dimensions for all appliances and air conditioner units to be provided by Owner for proper coordination in site on final measurements of said items. All appliances and air conditioner units shall be provided by Owner.
- Temporary connection fees and security deposit to MERALCO shall be borne to the Client.
- Waterline and fittings shall be PPR Phildex/ German Made Ecosan or approved equivalent.
- Neltex PVC shall be used for all downspouts and sewer lines or approved equivalent.
- Special lighting fixtures (such as chandelier, drop lights and wall lamps if any) shall be provided by Owner. Pin-light and standard LED lights fixtures shall be provided by the Builder as per plan.



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## 2.03 OTHER CONDITIONS NOT DISCUSSED IN THE SPECIFICATIONS

- If any dismantling or demolition work is required, the Owner shall arrange for demolition work before mobilization. Unless the owner agrees to the contract, the Builder can take over the work provided that the latter will take responsibility for hauling and disposing of the entire salvaged materials (useful or not) within the Construction site.
- It is understood that the connection to the main sewer, main drainage and main water line is directly in front of the property line. Any extension in dimension for the line (for the sewer line, drainage, and water line) would mean additional cost to the contract which shall be borne to the Client.
- It is understood that the Owners shall not to occupy the newly constructed residence unless a formal turnover takes place wherein the Owner signs the **Certificate of Acceptance** and the occupancy permit are applied and approved by the Municipality Engineer.
- Special door lockset shall be provided by the Client would mean additional cost to contract and shall be borne to the Owner.
- Electrical and water consumption during construction shall be the Contractor's responsibility. Connection for temporary fees and deposit to Meralco shall be borne to the Client. It is understood that the connection to the Meralco post is directly in front of the property. Any extension in dimension for the line that may be due to the subdivision would mean additional cost to the contract and shall be borne by the Owner.
- If the Owner would like special plumbing and lighting fixtures, a change order request / Addendum in the contract shall be highlighted with a difference in cost to be charged to the Owner.
- If the Owner wishes to change all the lighting fixtures, the refund shall be given to the Owner which will be deducted from the final billing.

### **Bonds and fees:**

- All fees/Construction bonds for building permit and all other pertinent permits such as subdivision permits, construction permit shall be by the Owner.
- Any permits fees shall be of Owner's responsibility including Occupancy permit fees after construction. Construction bond if any is by Owner's responsibility.
- Any toll fees on the usage of the vacant lot shall be Owner's responsibility.
- Any toll and gate fees which may be extracted by the Subdivision on deliveries will be for the account of the Builder.

## 2.04 PROJECT INCLUSION

The scope of project shall include all designs and drawings written on approved Detailed Architectural and Engineering Design which was specified on the Building Specifications, quantified and estimated thru the approved Statement of Probable Project Construction Cost.



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## ARTICLE 3: IMPERFECTION TOLERANCE

### 3.01 ACTUAL DIMENSION

All dimension as per plan is accurate via technical drawing, hence some of which may vary during actual construction.

Exterior and interior wall clearance, vertical, all walls are subject to 5.0 mm to 50.0 mm tolerable dimension adjustments.

Squared Perpendicular Angle Clearance, all perpendicular and straight angles may vary from one (1.0) degree to four (4.0) degrees plus or minus ( $\pm$ ) tolerable clearance.

Smoothness and roughness of wall, and ceiling imperfection; all walls and ceiling are subjected to unevenness or an actual wave variable tolerable clearance from 3.0 mm to 8.0 mm only.

Floor leveling imperfection, flooring is subjected to unevenness or actual wave variable tolerable imperfection from 5.0 mm to 15.0 mm floor level only.

Elevation variable imperfections, all elevation heights may differ from point to point at any or random point hence a maximum of two (3) degrees slope at any point of imperfection is tolerable whether vertical, horizontal or angular.

### 3.02 QUALITY OF WORK

Expectations of quality shall be based on the Lump sum cost per square meter of any given area.

All materials of construction brands for all trades shall be based on the given Building Specifications provided by the Architect of Record, except for the Contractor's Counter Specifications as approved by the Owner.

To further accomplish such task or scope of works, the Contractor may ask for certain additional Working Drawings, Shop Drawings, Spot Details, or any form of drawings to be provided by the Architect of Record, or the Architect in Charge of Construction to further elaborate the given details in accordance to the provided Construction Documents. For some instances, the Contractor may request a Site Visitation from the Architect of Record, and his design team, or the Architect in Charge of Construction through the Owner, to consult professional advice, inspect, provide decisions, and approve such site implementation, layouts, materials, and other related details for the betterment of the Contract Execution.

The Architect's, Engineer's and/or Construction Inspector's **Quality Standards** shall be based on the type of corresponding classification.

Class E:	Low Cost	= Maximum Tolerance Fair Quality
Class D:	Standard	= Medium Tolerance Fair Quality



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<b>Class C:</b>	<b>Mid End/ Decorative</b>	<b>= Medium Tolerance Good Quality</b>
Class B:	High End	= Minimum Tolerance High Quality
Class A:	Luxury	= Minimum Tolerance High Quality

*Note: Lump sum Cost as declared on SPPCC*

## ARTICLE 4: SITE SUPERVISION AND MANAGEMENT

The BUILDER shall secure the safety of all personnel and its surrounding environment at all cause at all times.

All personnel entering the SITE premises such as the CONTRACTOR and its team, the OWNER and its family, the ARCHITECTS and ENGINEERS, the CSG, and VISITORS shall abide by the proper dress code as endorsed and implemented by COSH (Construction Occupational Safety and Health), given under rule 1030 of DOLE Department Order 13 series of 1998.

During the whole construction period, the job site shall be declared as the BUILDER's work premises, the BUILDER shall secure all materials through Warehousing, shall secure manpower attendance thru Time Keeping, and shall secure implementation of job orders via FOREMAN and/or LEADMAN, and/or CONSTRUCTION OFFICER IN CHARGE.

The BUILDER shall have the authority and rights on full construction management, building methods, and standard operating procedure if the OWNER does not provide or hire a third-party PROJECT MANAGEMENT TEAM.

The BUILDER shall have the authority to deny entry of unauthorized personnel to enter the site premises.

The BUILDER shall provide one or more Technical Personnel such as the PROJECT MANAGER and/or CONSTRUCTION MANAGER and/or PROJECT ARCHITECT and/or PROJECT ENGINEER to supervise, manage, and represent on their behalf the implementation of the Design.

The OWNER can provide one or more Technical Personnel delegated as the OWNER'S CSG (Construction Supervision Group) as the representation of the OWNER during the construction period to check and balance the work and performance implemented by the BUILDER.

All declarations and on-site decisions through workmanship and design execution shall be declared by the ARCHITECT IN CHARGE OF CONSTRUCTION. All approved design drawing is hereby declared as final unless otherwise revised by the OWNER as per consulted to the ARCHITECT OF RECORD.



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## ARTICLE 5: TERMS OF PAYMENT:

SCHEDULE OF PAYMENT (CONSTRUCTION)		
Amount	Progress (%)	Duration / Schedule
PHP 1,929,000.00	30 % DP	Before project mobilization
PHP 1,929,000.00	30 % Progress	1st Progress Billing
PHP 1,929,000.00	30 % Progress	2nd Progress Billing
PHP 321,500.00	5 % Progress	Upon Handing Over
PHP 321,500.00	5 % Progress	After 3 months (Retention)
<b>PHP 6,430,000.00</b>	<b>TOTAL</b>	

## ARTICLE 6: BILLING AND METHODS OF PAYMENT

The Formal Billing Statement shall be given to the Owner Seven (7) days prior to the date of collection. Inclusive of Accomplishment Report attachment. Indefinite amount, indefinite date.

Check payment address to: **Lito G. Carisma**

All collections shall be logged and provided with an Acknowledgement Receipt (A.R.) only (Non-VAT)

## ARTICLE 7: PUNCHLISTING

The Contractor will declare if the project is almost complete. Upon this declaration, The Owner and the Architect shall inspect and check in partial or in whole the scope completed based on the Contract Inclusion to verify and approve all finished declarations. Should the Owner and Architect see some items, or finishes that need to be rectified or improved, a Punch list notation shall be made.

All Punch Lists shall be rectified in three (3) stages only. The Owner and the Architect shall log all punch list and the Contractor shall verify all punch list given but will rectify or improve only a certain punch list that contradict to a certain quality based on the expected Quality Standards only.

The Owner may release the Completion payment upon 95% accomplishment given all punch lists are logged, and noted by both parties.

The Retention day count shall start upon the accomplishment and approval of the Final Punch List, and issuance of the Certificate of Completion noted and signed by both parties.

## ARTICLE 8: WARRANTY CLAUSE

The coverage of warranty is limited to the scope of works done and the supply of materials installed for the project.



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Six (6) months warranty for building settling, inclusion of leaks, faulty electrical system, faulty water and sanitary system, building settling mortar/ plastering wall cracks, sudden paint defects, and all material depreciation supplied and installed.

Six (6) months warranty replacement for broken outlets and switches.

Six (6) months warranty replacement for broken and faulty hardware.

The warranty does not cover the damages caused by the force majeure or natural disasters such as floods, extremely heavy storms, and earthquakes damage 5.0 above within a 100-kilometer radius. The warranty does not cover the damages incurred by the third-party subcontractors, and owner-supplied materials which the CONTRACTOR does not provide. The warranty does not cover the damages caused by misuse, mishandling, intentional or unintentional damages, and damages caused by civilian accidents.

## **ARTICLE 9: ARBITRATION AND DISPUTE**

Should arbitration and disputes in the period of construction arise;

The OWNER may cancel, stop, or postpone the construction if;

The BUILDER and ARCHITECT failed to comply with their duties, such as improper implementation and interpretation of plans and designs, failed to supply the corresponding workforce needed in the construction process, lack of tools and equipment that caused delays and lengthening of the construction period, poor quality of work, avoidance of professional duties and abandonment of work.

The BUILDER / ARCHITECT may cancel, stop, or postpone the construction if;

The OWNER failed to comply with his duties, such as failure to provide the basic utilities needed in the progress of construction, tampering with approved plans and specifications, revision without coordination, engagement of instructing the Contractor's workforce without the Architect and the Contractor's knowledge, and unsettlement of billing statement.

All questions in dispute under this Agreement shall be submitted in accordance with the provisions of the Philippine Law on Arbitration and provided for in Art. 2042 of the New Civil Code of the Philippines and the provision of the Republic Act No. 876, (but all litigations shall be confined under the jurisdiction of the city/ municipality and all parties agree not to adjudicate in any other areas for that matter.)

The Parties in dispute under this Agreement hereby agree to full performance of the covenants contained herein.

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IN WITNESS WHEREOF, the parties to this Agreement have on the day and year first above given, hereunto set their hands at the bottom of this page and on the left-hand margin of all the other pages of this Agreement.



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By:

**Mr. Mark Ervin V. Arandela**

Owner

**Ar. Lito G. Carisma**

Leigh Design Studios

Witness;

**Mr./Ms.**

**Ar. Lito Carisma**

Architect of Record/

Architect in Charge of Construction

## ACKNOWLEDGEMENT

Republic of the Philippines

City/Municipality of \_\_\_\_\_ ) S.S.

Before me, a Notary Public in \_\_\_\_\_ personally appeared Mr.  
\_\_\_\_\_, with Residence Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at  
\_\_\_\_\_ and Mr. \_\_\_\_\_, with Residence Certificate No. \_\_\_\_\_ issued on  
\_\_\_\_\_ at \_\_\_\_\_ together known to me and known to be the same persons  
who execute the foregoing instrument and acknowledged to me that the same is their free act and deed.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this \_\_\_\_ day \_\_\_\_\_  
2024 in the City of \_\_\_\_\_, Philippines.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

Until December 31, \_\_\_\_\_

Attached herewith are photocopy of Valid Governments issued Identification Cards.



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## OWNER – BUILDER CONTRACT AGREEMENT

PROJECT : **PROPOSED 2 STOREY RESIDENTIAL PROJECT**

LOCATION : **LOT 2, BLK 56, CASA BUENA SUBDIVISION, PULILAN, BULACAN**

**THIS CONTRACT AGREEMENT**, is made and entered into this 31st day of January, Two Thousand and Twenty-Five by **Mr. Mark Ervin V. Arandela**, of legal age, Filipino, and with postal address **Lot 2, Blk 56, Casa Buena Subdivision, Pulilan, Bulacan**, the party of the First Part, hereinafter called the **OWNER**,

between

**Ar. Lito G. Carisma** of Leigh Design Studios (Architect / Builder), of legal age, Filipino, and with postal address at No.15, MH Del Pilar Street, Guitnang Bayan 1, San Mateo, Rizal, the party of the Second Part, hereinafter called the **BUILDER**.

WHEREAS, the **OWNER** agrees and approved to the contractor's bid of quotations as specified through the Statement of Probable Project Construction Cost for the development of the proposed project, with the contract for Build and Supply of specified materials as written in the approved Building Specifications.

WHEREAS, the **BUILDER** shall complete the proposed project not less than **180 days** and not more than **210 days** working days upon the start of groundbreaking.

WHEREAS, the **OWNER** shall provide the building utilities such as water and electrical supply for the construction of the project.

WHEREAS, the **BUILDER** shall provide all swatches and actual samples of finishing materials for approval of the **OWNER** before purchase in partial or in whole before installation.

WHEREAS, the **OWNER** shall provide all materials declared on the Owner Supplied Materials written on the SPPCC.

WHEREAS, the **BUILDER** shall declare the costing of materials of Finishes and Fixtures based on the approved bid. Should if the **OWNER** chooses such material beyond the declared cost, the **OWNER** shall settle the excess cost of the declared costing.

All additional scope of works, revisions, change orders, and addenda beyond the approved contract with corresponding cost implications shall be billed based on each corresponding change accordingly, to be settled in full payment before construction and/or installation.



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WITNESSETH,

That whereas the OWNER intends to build a **PROPOSED 2 STOREY RESIDENTIAL PROJECT/structure** at **LOT 2, BLK 56, CASA BUENA SUBDIVISION, PULILAN, BULACAN.**

NOW, THEREFORE,

The **OWNER**, and the **BUILDER** for and in consideration of the foregoing premises and of the other covenants hereinafter named, agree as follows:

## **ARTICLE 1: PROJECT DESCRIPTION**

A total lot area of 156.00 m<sup>2</sup> inside lot at 13.22 m frontage. A proposed project of Proposed 2 Storey Residential Project with a total floor area of 157.53 m<sup>2</sup>. Space requirements of Residential Occupancy such as Entrance porch, Living, Dining, Kitchen with bar counter, Dirty Kitchen, Maid's room, Laundry/service area, Guest toilet, 2 car covered garage, Shared toilet, Master Bedroom, Bedroom 1,2, & Family Area, and Balcony.

## **ARTICLE 2: SPECIFICATIONS OF CONTRACT**

### **2.01 SCOPE OF WORKS**

The scope of works shall include all details based on the approved plan as follows;

Phase 1: Civil, Structural, and Partial Building Utilities. Demolition., Excavation, Hauling, and Erection of building structure from foundation to 2<sup>nd</sup> Floor including; Footings, Columns, Beams, Slabs, and Staircase. The layout of the fence and new wall partitions such as exterior and interior walls using specified CHB. Embedding of electrical conduits and fitting with run wiring. Re-routing and embedding of plumbing and sanitary pipes and fittings. Embedding of electronic conduits and fitting with run cabling, cabling, and wiring.

Phase 2: Architectural Finishes. Installation of Doors and Windows, the layout of floor finishes, wall finishes, and ceiling finishes. Painting of structure and all architectural components. Installation of railings, exterior design, and wall cladding finishes.

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## 2.02 MATERIAL SPECIFICATION

### SITE AND PREPARATION AND EXTERNAL WORKS:

- All grounds shall be treated with termite control chemicals and wood materials shall also be treated.
- Septic tank shall be provided as per plan. Please refer to plumbing. drawings for details.
- Surveying and verification of lot plots, if needed, shall be the Owner's responsibility. Any service deposit for Meralco or Manila Water/ Maynilad shall be for the Owner's account.
- It is understood that the property where the residence is to be constructed is the true and actual property presented to the Architect-Contractor. After verification of the property by the geodetic engineer/surveyor by the Owner any misrepresentation of said property resulting to the Contractor building / constructing on the wrong lot is the responsibility of the Owner.

### Flooring

- Living Area, Dining Area, and Kitchen flooring shall be 60 x 60cm ceramic floor tiles
- Bedrooms, Master's Bedroom, and Hallway flooring shall be 178 x 1220cm SPC floor planks
- Entrance porch shall be 40 x 40cm matte ceramic tiles
- Balcony, laundry area and terrace shall be 40 x 40cm matte ceramic tiles
- Parking shall be 40 x 40cm matte ceramic tiles.
- Bathroom and Toilets shall be 30 x 60cm matte ceramic tiles.

### Walls and paint finish:

- Interior wall finish for the living, dining, and kitchen and hallway areas shall be smooth cement finish and painted off white semi-gloss or other color finish. Colors shall be presented to Owner for final approval.
- Wall finish for all bedrooms shall be smooth cement finish painted with semi-gloss latex. Colors to be approved by the Owner. Painting works will use BOYSEN or DAVIES brand or approved equivalent.
- All exterior concrete grooves and decorative tile accents (if any) shall be included as per elevation.
- All openings for window type, split type air conditioner units will be provided in all elevations as per plan.
- Window slab canopies shall be plain cement finish with ½" half-moon rain cutter groove and integral type waterproofing of at least 4 coatings.

### Kitchen and Other Cabinets:

- Showcase kitchen counter shall be granite slab countertop finish with 30X60 ceramic backsplash.
- Kitchen sink for the kitchen shall S304 single bowl with adjustable drain board or equivalent with S304 gooseneck type faucet.



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- kitchen carcass shall be no more than 2.40m wide modular kitchen in 3/4" thk. laminated marine plywood finish with 1 cutlery tray, 2 Stainless wire baskets, and 1 waste bin.
- Wardrobe and TV floating cabinets shall be in 3/4" thk. laminated marine plywood finish.

## **Ceilings:**

- Common ceiling area shall be 9mm thk gypsum board rigidly fixed with lightweight metal furring.
- Wet areas and exposed to weather ceiling shall be 1/4" thk. ficem board.
- 7.5mm thk. x 200mm x 2.90m PVC ceiling shall be applied on the accented ceiling as per plan.
- Ceiling for exterior eaves shall be PVC Panels as per design.
- All ceiling frames shall be rigidly fixed via light metal frames at 0.40m on the center both ways.

## **Guest toilet and bathrooms:**

- Toilet Fixtures shall be Italia Brand/ GV brand or approved equivalent. All bedrooms shall have a one-piece type floor-mounted water closet and wall-mounted lavatory, tissue holders and soap holders.
- Other optional toilet accessories such as wall organizers, additional towel holders, and other items not specified in the drawing details are not included in the offer.
- Bath or shower area shall be provided with 50mm x 75mm floor-mounted concrete zocalo and a dedicated 4" x 4" square type stainless floor drain.
- Shower valves shall be S304 grade stainless type.
- Bespoke vanity cabinets with built-in mirrors shall be provided in all bathrooms.
- Shower enclosure shall be provided as per plan using 10mm thick. clear tempered glass with towel holder and stainless fixing accessories at 1.80m high.

## **Doors and aluminum windows:**

- Main door shall be Solid Mahogany Wooden Door panel with 2"X 4" steel jamb.
- All bedroom doors shall be Semi-solid Wooden Door panel with 2"X 4" steel jamb.
- All bathroom doors shall be flush Door panel with 2"X4" steel jamb.
- Door locksets shall be faultless round type.
- Special door locksets and ironmongery other than what is provided any shall be provided by Owner with cost variation/ adjustment to be adjusted from the contract.
- Windows shall be Aluminum Analoks sliding /awning windows as required.
- Window glass thickness shall be 1/4" thk. either clear or reflective ordinary glass.
- Aluminum frame shall be standard residential grade Vertex or Brother brand (locally made) only.

## **Staircase:**

- Stairs steps shall be 40mm thk. solid Tanguile kiln dried S4S wooden planks over a poured reinforced concrete stairs frame.



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- Riser height shall be a minimum of 7" (177mm) with a minimum thread of 11" (280mm) inclusive of nosing. A landing shall be provided in every excess of 13 steps.
- Post and handrail shall be 2"x 2" square type steel post and stainless steel painted finish railing with 2"x 2" steel handrail. Railing shall be 10mm thk. tempered glass finish.

## Roofing and bended flashings:

- Roof shall be gauge #25 long span pre-painted finish. Color shall be presented to the Client for approval.
- Box Gutters shall be gauge #25 and all other roof flashings shall be 36" pre-painted metal to match with the roof color.

## Steel Works:

- Security Steel window grills are not included in this offer and other optional metal works other than the proposed design is not included in this offer. If the Owner wishes to include it in the scope, a formal quotation shall be presented to the Owner for approval and future installation.
- Gates are included in this offer. Fencing details and drawings can be applied together with the building permit application.
- Roof framing shall be made of 1.5mm thk. x 2"x 6" steel rafter with 1.2mm thk. 2"x3" C- Purlins.
- Roof insulation is not recommended and not included in this offer.
- Refer to structural framing for specific spacing and blow-up connection details.

## Electrical, lighting and plumbing:

- Electrical wires shall be Philflex, Phelps Dodge / Royu Brand or approved equivalent.
- All Pin LED Lights shall be BIG light brand or approved equivalent.
- Switches shall be National/ Panasonic brand or approved equivalent.
- All cove lights shall be provided with warm colour LED strip lights as/ details.
- All electrical appliances and electronic device such as A/C. Fridge, Electrical cooker, Microwave, CCTV camera installations, Sound system set-up, Internet and Telephone cabling are not included in the scope except conduiting works (if required).
- Dimensions for all appliances and air conditioner units to be provided by Owner for proper coordination in site on final measurements of said items. All appliances and air conditioner units shall be provided by Owner.
- Temporary connection fees and security deposit to MERALCO shall be borne to the Client.
- Waterline and fittings shall be PPR Phildex/ German Made Ecosan or approved equivalent.
- Neltex PVC shall be used for all downspouts and sewer lines or approved equivalent.
- Special lighting fixtures (such as chandelier, drop lights and wall lamps if any) shall be provided by Owner. Pin-light and standard LED lights fixtures shall be provided by the Builder as per plan.



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## 2.03 OTHER CONDITIONS NOT DISCUSSED IN THE SPECIFICATIONS

- If any dismantling or demolition work is required, the Owner shall arrange for demolition work before mobilization. Unless the owner agrees to the contract, the Builder can take over the work provided that the latter will take responsibility for hauling and disposing of the entire salvaged materials (useful or not) within the Construction site.
- It is understood that the connection to the main sewer, main drainage and main water line is directly in front of the property line. Any extension in dimension for the line (for the sewer line, drainage, and water line) would mean additional cost to the contract which shall be borne to the Client.
- It is understood that the Owners shall not to occupy the newly constructed residence unless a formal turnover takes place wherein the Owner signs the **Certificate of Acceptance** and the occupancy permit are applied and approved by the Municipality Engineer.
- Special door lockset shall be provided by the Client would mean additional cost to contract and shall be borne to the Owner.
- Electrical and water consumption during construction shall be the Contractor's responsibility. Connection for temporary fees and deposit to Meralco shall be borne to the Client. It is understood that the connection to the Meralco post is directly in front of the property. Any extension in dimension for the line that may be due to the subdivision would mean additional cost to the contract and shall be borne by the Owner.
- If the Owner would like special plumbing and lighting fixtures, a change order request / Addendum in the contract shall be highlighted with a difference in cost to be charged to the Owner.
- If the Owner wishes to change all the lighting fixtures, the refund shall be given to the Owner which will be deducted from the final billing.

### **Bonds and fees:**

- All fees/Construction bonds for building permit and all other pertinent permits such as subdivision permits, construction permit shall be by the Owner.
- Any permits fees shall be of Owner's responsibility including Occupancy permit fees after construction. Construction bond if any is by Owner's responsibility.
- Any toll fees on the usage of the vacant lot shall be Owner's responsibility.
- Any toll and gate fees which may be extracted by the Subdivision on deliveries will be for the account of the Builder.

## 2.04 PROJECT INCLUSION

The scope of project shall include all designs and drawings written on approved Detailed Architectural and Engineering Design which was specified on the Building Specifications, quantified and estimated thru the approved Statement of Probable Project Construction Cost.



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## ARTICLE 3: IMPERFECTION TOLERANCE

### 3.01 ACTUAL DIMENSION

All dimension as per plan is accurate via technical drawing, hence some of which may vary during actual construction.

Exterior and interior wall clearance, vertical, all walls are subject to 5.0 mm to 50.0 mm tolerable dimension adjustments.

Squared Perpendicular Angle Clearance, all perpendicular and straight angles may vary from one (1.0) degree to four (4.0) degrees plus or minus ( $\pm$ ) tolerable clearance.

Smoothness and roughness of wall, and ceiling imperfection; all walls and ceiling are subjected to unevenness or an actual wave variable tolerable clearance from 3.0 mm to 8.0 mm only.

Floor leveling imperfection, flooring is subjected to unevenness or actual wave variable tolerable imperfection from 5.0 mm to 15.0 mm floor level only.

Elevation variable imperfections, all elevation heights may differ from point to point at any or random point hence a maximum of two (3) degrees slope at any point of imperfection is tolerable whether vertical, horizontal or angular.

### 3.02 QUALITY OF WORK

Expectations of quality shall be based on the Lump sum cost per square meter of any given area.

All materials of construction brands for all trades shall be based on the given Building Specifications provided by the Architect of Record, except for the Contractor's Counter Specifications as approved by the Owner.

To further accomplish such task or scope of works, the Contractor may ask for certain additional Working Drawings, Shop Drawings, Spot Details, or any form of drawings to be provided by the Architect of Record, or the Architect in Charge of Construction to further elaborate the given details in accordance to the provided Construction Documents. For some instances, the Contractor may request a Site Visitation from the Architect of Record, and his design team, or the Architect in Charge of Construction through the Owner, to consult professional advice, inspect, provide decisions, and approve such site implementation, layouts, materials, and other related details for the betterment of the Contract Execution.

The Architect's, Engineer's and/or Construction Inspector's **Quality Standards** shall be based on the type of corresponding classification.

Class E:	Low Cost	= Maximum Tolerance Fair Quality
Class D:	Standard	= Medium Tolerance Fair Quality



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<b>Class C:</b>	<b>Mid End/ Decorative</b>	<b>= Medium Tolerance Good Quality</b>
Class B:	High End	= Minimum Tolerance High Quality
Class A:	Luxury	= Minimum Tolerance High Quality

*Note: Lump sum Cost as declared on SPPCC*

## ARTICLE 4: SITE SUPERVISION AND MANAGEMENT

The BUILDER shall secure the safety of all personnel and its surrounding environment at all cause at all times.

All personnel entering the SITE premises such as the CONTRACTOR and its team, the OWNER and its family, the ARCHITECTS and ENGINEERS, the CSG, and VISITORS shall abide by the proper dress code as endorsed and implemented by COSH (Construction Occupational Safety and Health), given under rule 1030 of DOLE Department Order 13 series of 1998.

During the whole construction period, the job site shall be declared as the BUILDER's work premises, the BUILDER shall secure all materials through Warehousing, shall secure manpower attendance thru Time Keeping, and shall secure implementation of job orders via FOREMAN and/or LEADMAN, and/or CONSTRUCTION OFFICER IN CHARGE.

The BUILDER shall have the authority and rights on full construction management, building methods, and standard operating procedure if the OWNER does not provide or hire a third-party PROJECT MANAGEMENT TEAM.

The BUILDER shall have the authority to deny entry of unauthorized personnel to enter the site premises.

The BUILDER shall provide one or more Technical Personnel such as the PROJECT MANAGER and/or CONSTRUCTION MANAGER and/or PROJECT ARCHITECT and/or PROJECT ENGINEER to supervise, manage, and represent on their behalf the implementation of the Design.

The OWNER can provide one or more Technical Personnel delegated as the OWNER'S CSG (Construction Supervision Group) as the representation of the OWNER during the construction period to check and balance the work and performance implemented by the BUILDER.

All declarations and on-site decisions through workmanship and design execution shall be declared by the ARCHITECT IN CHARGE OF CONSTRUCTION. All approved design drawing is hereby declared as final unless otherwise revised by the OWNER as per consulted to the ARCHITECT OF RECORD.



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## ARTICLE 5: TERMS OF PAYMENT:

SCHEDULE OF PAYMENT (CONSTRUCTION)		
Amount	Progress (%)	Duration / Schedule
PHP 1,929,000.00	30 % DP	Before project mobilization
PHP 1,929,000.00	30 % Progress	1st Progress Billing
PHP 1,929,000.00	30 % Progress	2nd Progress Billing
PHP 321,500.00	5 % Progress	Upon Handing Over
PHP 321,500.00	5 % Progress	After 3 months (Retention)
<b>PHP 6,430,000.00</b>	<b>TOTAL</b>	

## ARTICLE 6: BILLING AND METHODS OF PAYMENT

The Formal Billing Statement shall be given to the Owner Seven (7) days prior to the date of collection. Inclusive of Accomplishment Report attachment. Indefinite amount, indefinite date.

Check payment address to: **Lito G. Carisma**

All collections shall be logged and provided with an Acknowledgement Receipt (A.R.) only (Non-VAT)

## ARTICLE 7: PUNCHLISTING

The Contractor will declare if the project is almost complete. Upon this declaration, The Owner and the Architect shall inspect and check in partial or in whole the scope completed based on the Contract Inclusion to verify and approve all finished declarations. Should the Owner and Architect see some items, or finishes that need to be rectified or improved, a Punch list notation shall be made.

All Punch Lists shall be rectified in three (3) stages only. The Owner and the Architect shall log all punch list and the Contractor shall verify all punch list given but will rectify or improve only a certain punch list that contradict to a certain quality based on the expected Quality Standards only.

The Owner may release the Completion payment upon 95% accomplishment given all punch lists are logged, and noted by both parties.

The Retention day count shall start upon the accomplishment and approval of the Final Punch List, and issuance of the Certificate of Completion noted and signed by both parties.

## ARTICLE 8: WARRANTY CLAUSE

The coverage of warranty is limited to the scope of works done and the supply of materials installed for the project.



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Six (6) months warranty for building settling, inclusion of leaks, faulty electrical system, faulty water and sanitary system, building settling mortar/ plastering wall cracks, sudden paint defects, and all material depreciation supplied and installed.

Six (6) months warranty replacement for broken outlets and switches.

Six (6) months warranty replacement for broken and faulty hardware.

The warranty does not cover the damages caused by the force majeure or natural disasters such as floods, extremely heavy storms, and earthquakes damage 5.0 above within a 100-kilometer radius. The warranty does not cover the damages incurred by the third-party subcontractors, and owner-supplied materials which the CONTRACTOR does not provide. The warranty does not cover the damages caused by misuse, mishandling, intentional or unintentional damages, and damages caused by civilian accidents.

## ARTICLE 9: ARBITRATION AND DISPUTE

Should arbitration and disputes in the period of construction arise;

The OWNER may cancel, stop, or postpone the construction if;

The BUILDER and ARCHITECT failed to comply with their duties, such as improper implementation and interpretation of plans and designs, failed to supply the corresponding workforce needed in the construction process, lack of tools and equipment that caused delays and lengthening of the construction period, poor quality of work, avoidance of professional duties and abandonment of work.

The BUILDER / ARCHITECT may cancel, stop, or postpone the construction if;

The OWNER failed to comply with his duties, such as failure to provide the basic utilities needed in the progress of construction, tampering with approved plans and specifications, revision without coordination, engagement of instructing the Contractor's workforce without the Architect and the Contractor's knowledge, and unsettlement of billing statement.

All questions in dispute under this Agreement shall be submitted in accordance with the provisions of the Philippine Law on Arbitration and provided for in Art. 2042 of the New Civil Code of the Philippines and the provision of the Republic Act No. 876, (but all litigations shall be confined under the jurisdiction of the city/ municipality and all parties agree not to adjudicate in any other areas for that matter.)

The Parties in dispute under this Agreement hereby agree to full performance of the covenants contained herein.

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IN WITNESS WHEREOF, the parties to this Agreement have on the day and year first above given, hereunto set their hands at the bottom of this page and on the left-hand margin of all the other pages of this Agreement.



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By:

**Mr. Mark Ervin V. Arandela**

Owner

**Ar. Lito G. Carisma**

Leigh Design Studios

Witness;

**Mr./Ms.**

**Ar. Lito Carisma**

Architect of Record/

Architect in Charge of Construction

## ACKNOWLEDGEMENT

Republic of the Philippines

City/Municipality of \_\_\_\_\_ ) S.S.

Before me, a Notary Public in \_\_\_\_\_ personally appeared Mr.  
\_\_\_\_\_, with Residence Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at  
\_\_\_\_\_ and Mr. \_\_\_\_\_, with Residence Certificate No. \_\_\_\_\_ issued on  
\_\_\_\_\_ at \_\_\_\_\_ together known to me and known to be the same persons  
who execute the foregoing instrument and acknowledged to me that the same is their free act and deed.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this \_\_\_\_ day \_\_\_\_\_  
2024 in the City of \_\_\_\_\_, Philippines.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

Until December 31, \_\_\_\_\_

Attached herewith are photocopy of Valid Governments issued Identification Cards.