



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
QUEZON II
DISTRICT ENGINEERING OFFICE
REGIONAL OFFICE IV-A
Dalahican Road, Lucena City

CONTRACT AGREEMENT

THIS AGREEMENT, made this 8th day of May, 2023 by and between the GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES through the Department of Public Works and Highways Quezon II District Engineering Office (DPWH QUEZON II DEO) represented herein by DEL ROSARIO C. NACA, District Engineer, duly authorized for this purpose, with main office address at Dalahican Road, Lucena City, **Quezon hereinafter called the "Procuring Entity";** and WAYCON BUILDERS AND CONSTRUCTION SUPPLY CORP. a single proprietorship/ partnership/ corporation/ Joint Venture organized and existing under and by virtue of Laws of the Republic of the Philippines, with main office address at Narra St. Employees Village, Brgy. Gulang-Gulang, Lucena City, Quezon, represented herein by ROMLEY A. MENDIOLA, Owner/General Manager, duly **authorized for this purpose, hereinafter called the "Contractor".**

WHEREAS, the ENTITY is desirous that the Contractor execute 23DJ0075-002: Protect Lives and Properties Against Major Floods-Flood Management Program-Construction/ Rehabilitation of Flood Mitigation Facilities within Major River Basins and Principal Rivers, Construction of Iyam River Flood Control (Package 13), Lucena City, Quezon (hereinafter **called the "Works,"**) and the Entity has accepted the Bid for Forty Seven Million Eight Hundred Seventy Three Thousand Pesos Only (PHP 47,873,000.00) by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Contract Agreement, viz.:
 - a. Philippine Bidding Documents:
 - i. Drawings / Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;

Item No.	Description	Unit	Quantity	Unit Bid Price	Total Amount (P)
PART A FACILITIES FOR THE ENGINEER					
A.1.1(3)	Construction of Field Office for the Engineer	l.s.	1.00	143,448.96	143,448.96
A.1.1(11)	Provision of Furnitures/Fixtures, Equipment and Appliances for the Field Office for the Engineer	l.s.	1.00	25,500.90	25,500.90
A.1.3(1)	Provision of Field Office Staff for the Assistance to the Engineer	mo.	11.00	1,750.96	19,260.56
A.1.4(1)	Provision of Progress Photographs	ea.	330.00	19.09	6,299.70
PART B OTHER GENERAL REQUIREMENTS					
B.3	Permits and Clearances	l.s.	1.00	63,625.00	63,625.00
B.5	Project Billboard/Signboard	ea.	2.00	6,557.20	13,114.40
B.7(2)	Occupational Safety and Health Program	l.s.	1.00	14,846.55	14,846.55
B.9	Mobilization/Demobilization	l.s.	1.00	254,500.00	254,500.00
B.13	Additional Geotechnical Investigation	l.s.	1.00	381,750.00	381,750.00
B.15(1)	Detour/Access Road	l.s.	1.00	519,886.49	519,886.49
PART C EARTHWORK					
100(2)	Clearing and Grubbing	l.s.	1.00	436,242.62	436,242.62
102(1)	Unsuitable Excavation	cu.m.	956.83	568.37	543,833.47
103(1)a	Structure Excavation (Common Soil)	cu.m.	716.96	518.54	371,772.44
103(3)	Foundation Fill	cu.m.	3.38	1,990.05	6,726.37
103(5)b	Shoring, cribbing and related works (Cribbing/Cofferdamming)	l.s.	1.00	3,542,896.54	3,542,896.54
104(2)a	Embankment from Borrow (Common Soil)	cu.m.	1,935.93	1,593.67	3,085,233.56
104(5)	Boulder Fill	cu.m.	956.83	5,550.18	5,310,578.73
105(1)a	Subgrade Preparation (Common Material)	sq.m.	700.00	27.91	19,537.00
PART D SUBBASE AND BASE COURSE					
200(1)	Aggregate Sub-Base Course	cu.m.	105.00	1,758.55	184,647.75
PART E SURFACE COURSES					
311(1)c1	Portland Cement Concrete Pavement (Unreinforced, 0.23m thick, 14 days)	sq.m.	700.00	2,114.95	1,480,465.00
PART F BRIDGE CONSTRUCTION					
400(6)	Structural Steel Sheet Piles, Furnished	m.	4,200.00	3,210.00	13,482,000.00
400(12)	Structural Steel Sheet Piles, Driven	m.	4,200.00	1,414.53	5,941,026.00
Sub-total					35,847,192.04


LAURENCE V. LUGO
Engineer II
OIC - Chief, Construction Section
(Witness)

ROMLEY A. MENDIOLA
Owner/General Manager

TINA G. BUHALES
Accountant III
Chief, Finance Section
(Witness)
As to Availability of Funds Only

DEL ROSARIO C. NACA
District Engineer

Balanced Brought Forward 35,847,192.04

404(1)a	Reinforcing Steel Bar, Grade 40	kg.	7,469.51	70.09	523,537.96
404(1)b	Reinforcing Steel Bar, Grade 60	kg.	14,981.76	71.09	1,065,053.32
405(1)a3	Structural Concrete (20.68 Mpa, Class A @28 days)	cu.m.	207.84	12,602.76	2,619,357.64
PART G	DRAINAGE AND SLOPE PROTECTION STRUCTURES				
500(1)a3	Pipe Culverts (910mm dia., Class II, RCPC)	l.m.	24.00	6,446.43	154,714.32
505(2)a	Grouted Riprap (Class A)	cu.m.	252.01	7,535.98	1,899,142.32
506(1)	Stone Masonry	cu.m.	647.42	8,477.17	5,488,289.40
PART H	MISCELLANEOUS STRUCTURES				
611(1)	Trees (Furnishing and Transplanting)	ea.	100.00	2,757.13	275,713.00

Contract Duration: 330 C.D.

Grand Total 47,873,000.00

iv. General and Special Conditions of Contract;

v. Supplemental or Bid Bulletins, if any;

b. **Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statement submitted.**

Bid form including all the **documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;**

c. Performance Security.

d. **Notice of Award (NOA) of Contract and the Bidders "conforme" thereto; and**

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

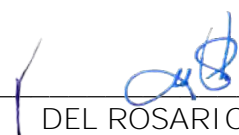
3. In consideration for the sum of Forty Seven Million Eight Hundred Seventy Three Thousand Pesos Only (PHP 47,873,000.00) or such other sums as may be ascertained, WAYCON BUILDERS AND CONSTRUCTION SUPPLY CORP. agrees to execute and complete the works (remedying any defects), in accordance with his/her/its Bid.

4. The Department of Public Works and Highways Quezon II District Engineering Office (DPWH QUEZON II DEO) agrees to pay the above – mentioned sum in accordance with the terms of the bidding.


IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Represented by:

Represented by:

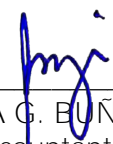


DEL ROSARIO C. NACA
District Engineer
for
GOVERNMENT OF THE REPUBLIC OF
THE PHILIPPINES
Department Of Public Works and Highways
Quezon II District Engineering Office
(DPWH QUEZON II DEO)

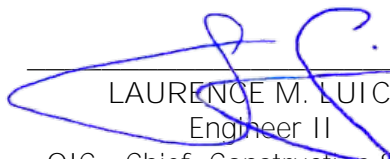


ROMLEY A. MENDIOLA
Owner/General Manager
for
WAYCON BUILDERS AND
CONSTRUCTION SUPPLY CORP.

Witnessed by:



TINA G. BUÑALES
Accountant III
Chief, Finance Section
As to Availability of Funds Only



LAURENCE M. LUICO
Engineer II
OIC - Chief, Construction Section

GOVERNMENT OF REPUBLIC)
OF THE PHILIPPINES)
_____)S.S
_____)

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the City of _____, personally appeared DEL ROSARIO C. NACA, District Engineer, representing the REPUBLIC OF THE PHILIPPINES (Department of Public works and Highways Quezon II District Engineering Office), with CTC No. 14432670 issued on January 3, 2023 at Lucena City and ROMLEY A. MENDIOLA, Owner/General Manager, representing WAYCON BUILDERS AND CONSTRUCTION SUPPLY CORP. with CTC No. 17519352 issued on January 5, 2023 at Lucena City, known to me to be the same persons who executed the foregoing CONTRACT and AGREEMENT and they acknowledged to me that the same is their true act and deed for and in behalf of the parties they represented.

This instrument consists of five (5) pages, including this page, on which this acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my Signature and Official Seal this _____ day of _____, _____.

(NOTARY PUBLIC)

Doc. No. _____.

Page No. _____.

Book No. _____.

Series of _____.