

For the Entity
Subject to the provisions of
Executive Order No. 91, s. 2019

MAVERICK BUILDERS INCORPORATED
(Party of the second Part)
Represented by:

DEPARTMENT OF PUBLIC
WORKS AND HIGHWAYS
(Party of the First Part)
Represented by:


CHEM P. DEMANARIG
Witness for Contractor


JOHN A. NUESTRO
Accountant III


DENNIS JORDAN U. CHING
Contractor


JANE D. CAINGHOG
District Engineer

Contract ID: **23LG0004**

Contract Name: **Construction of Concrete Road - Langka-Luban-Cabuaya Road leading to Rock Formations, Lake and White Sands Beaches, Barangay Luban, Mati City, Davao Oriental**

Location of the Contract: **Mati City, Davao Oriental**

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT AGREEMENT**, made this day of APR 21 2023, by and between:

The **GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES** through the **Department of Public Works and Highways (DPWH)** represented herein by **JANE D. CAINGHOG**, District Engineer, duly authorized for this purpose, with main address at Brgy. Matiao, City of Mati, Davao Oriental 2nd District Engineering Office, hereinafter referred to as the **"PROCURING ENTITY"**;

-and-

Maverick Builders Incorporated, an incorporated organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at 22-A Park Avenue Corner Bougainvillea St., Bajada, Davao City, represented herein by **DENNIS JORDAN U. CHING**, Chief Executive Officer, duly authorized for this purpose, hereinafter referred to as the **"CONTRACTOR"**;

WITNESSETH:

WHEREAS, the **PROCURING ENTITY** is desirous that the **CONTRACTOR** execute the Works under the Contract ID: 23LG0004: Construction of Concrete Road - Langka-Luban-Cabuaya Road leading to Rock Formations, Lake and White Sands Beaches, Barangay Luban, Mati City, Davao Oriental, hereinafter called "the Works", and the **PROCURING ENTITY** has accepted the Calculated Bid of the **CONTRACTOR** for the execution and completion of the Works at the calculated unit bid prices shown in the attached Bill of Quantities, or a total Contract price of **Two Million Eight Hundred Seventy Seven Thousand Nine Hundred Thirty Five Pesos & 62/100 Only (P 2,877,935.62)** to be completed within Forty Eight (48) calendar days.

NOW, THEREFORE, for and consideration of the foregoing premises, the parties hereto agree as follows:

1. In this **CONTRACT 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 shall be attached, deemed to form, and be read and construed as part of this **CONTRACT AGREEMENT**, and shall be interpreted in the following order of priority:
 - a. This Contract Agreement

For the Procuring Entity
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b. Documents forming part of the Contract Agreement:

- (1) Notice of Award (NOA) with the Contractor's signed "conforme"
- (2) Contractor's Bid in the Form of Bid, including its Technical and Financial Proposals, as calculated by the Procuring Entity and conformed to by the Contractor through the NOA.
- (3) Bidding Documents with Bulletins
- (4) Specifications
- (5) Drawings
- (6) Special Conditions of Contract (SCC)
- (7) General Conditions of Contract (GCC)
- (8) Performance Security
- (9) Integrity Pledge under Department Order No. 86, series of 2013
- (10) Other Documents
 - (a) Construction Methods
 - (b) Construction Schedule in the form of PERT/CPM Diagram or Precedence Diagram and Bar Chart with S-Curve, or other approved tools of project scheduling, and Cash Flow.
 - (c) Manpower Schedule
 - (d) Equipment Utilization Schedule
 - (e) Construction Safety and Health Program initially approved by the Head of the Procuring Entity
 - (f) Contractor's All Risk Insurance (CARI)

3. In consideration of the payments to be made by the **PROCURING ENTITY** to the **CONTRACTOR** as hereinafter mentioned, the **CONTRACTOR** hereby covenants with the **PROCURING ENTITY** to execute and complete the Works and remedy any defects therein in conformity with the provisions of the **CONTRACT AGREEMENT** in all respects.

For Entity
Subj. to the provisions of
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MAVITK BUILDERS INCORPORATED
(Party to the second Part)
Represented by:

DEPARTMENT OF PUBLIC
WORKS AND HIGHWAYS
(Party of the First Part)
Represented by:

CHEM P. DEMANARIG
Witness for Contractor

JOHN A. NUESTRO
Accountant III

DENNIS JORDAN U. CHING
Contractor

JANE D. CAINGHOG
District Engineer

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The following are the quantities and items of Work included in the scope of work:

Item Number	Quantity		Description	Unit Cost	Total Cost
Part B - Other General Requirements					
B.4(1)	0.22	km	Construction Survey and Staking	91,899.05	20,217.79
B.5	2.00	each	Project Billboard/Signboard	5,858.25	11,716.50
B.7(2)	1.00	ls.	Occupational Safety & Health Program	46,322.64	46,322.64
B.8(1)	1.60	mo.	Traffic Management	27,061.23	43,297.96
B.9	1.00	ls.	Mobilization / Demobilization	7,298.55	7,298.55
Sub-total					128,853.44
Part C - Earthworks					
102(2)	45.00	cu.m.	Surplus Common Excavation	306.53	13,793.85
105(1)a	111.00	sq.m.	Subgrade Preparation (Comon Material)	32.74	3,634.14
Sub-total					17,427.99
Part D - Subbase and Base Course					
200 (1)	403.00	cu.m.	Aggregate Subbase Course	1,267.66	510,866.98
Sub-total					510,866.98
Part E - Surface Course					
311 (1)c1	1,342.00	sq.m.	PCC Pavement (Unreinforced), 0.23m. Thk	1,619.88	2,173,878.96
Sub-total					2,173,878.96
Part H - Other Miscellaneous Structure					
612(1)	54.80	sq.m.	Reflectorized Thermoplastic Pavement Markings (White)	855.99	46,908.25
Sub-total					46,908.25
GRAND TOTAL FOR THIS PROJECT:					2,877,935.62

- In consideration of the execution and completion of the Works by the **CONTRACTOR**, the **PROCURING ENTITY** hereby covenants to pay the **CONTRACTOR** the unit prices in the **CONTRACTOR's** Calculated Bid, as applied
- to the actual quantities accomplished as certified by the **PROCURING ENTITY** under the provisions of this **CONTRACT AGREEMENT**, at the times and in the manner prescribed by this **CONTRACT AGREEMENT**.

the Entity
subject to the provisions of
Executive Order No. 91, s. 2019

MATRICK BUILDERS INCORPORATED
(Party of the second Part)
Represented by:

DEPARTMENT OF PUBLIC
WORKS AND HIGHWAYS
(Party of the First Part)
Represented by:


CHEM P. DEMANARIG
Witness for Contractor


JOHN A. NUESTRO
Accountant III


DENNIS JORDAN U. CHING
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JANE D. CANGHOG
District Engineer

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6. Unjustified SLIPPAGE of more than 30 days in the original schedule would result in non-payment, the cancellation of the CONTRACT, blacklisting of the erring CONTRACTOR, and the entry of a NEW CONTRACTOR who will finish the project.
7. The CONTRACTOR warrants that has not given nor promised to give any money or gift to any employees of the ENTITY (or any Philippine Government Instrumentality) to secure this contract.
8. The CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle the Government to suspend payment for the services delivered by the contracting party.
9. The CONTRACTOR shall likewise regularly present within the duration of the contract, a tax clearance by the BIR and duly validated with tax payments made thereon.
10. The government hereby adopts the Cash Budgeting System (CBS) in accordance with the provisions of Executive Order 91, s. 2019, effective 01 January 2019. Accordingly, the following are hereby directed:
 - a) All authorized appropriations shall be available for obligation and disbursement only until the end of each fiscal year (FY);
 - b) Obligations incurred by the National Government within each FY shall be implemented during the same FY. Goods and services corresponding to said obligations shall be delivered or rendered, inspected and accepted by the end of each FY; and
 - c) Payments for obligations incurred shall be made until the end of the extended payment period (EPP), which shall be three (3) months after the end of the validity of appropriations against which they were obligated, unless another period has been determined by the Department of Budget and Management (DBM), upon consultation with relevant agencies.

Appropriations covering financial subsidy to local government units (LGUs) shall be available for obligation and disbursement until the end of succeeding FY. On the other hand, appropriations for the statutory share of LGUs shall be available for obligation and disbursement until fully expended.

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All funds transferred between or among government agencies and LGs shall not be considered disbursed under this Section, until the transferred amounts have been actually utilized to pay for goods delivered and service rendered, inspected and accepted.

IN WITNESS WHEREOF, the parties hereto set their respective hands on the day, month and year first above written.

PROCURING ENTITY:

Represented by:


JANE D. CAINGHOG
District Engineer

CONTRACTOR:

Represented by:


DENNIS JORDAN U. CHING
Chief Executive Officer

Witnessed by:

Subject to the provisions of Executive Order No. 91, s. 2019


JOHN A. NUESTRO
Accountant III

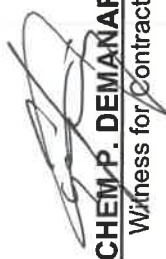

CHEM P. DEMANARIG
Witness for Contractor

Date of Approval: 04/24/2023

For the Entity
Subject: the provisions of
Executive Order No. 91, s. 2019

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ACKNOWLEDGEMENT

Republic of the Philippines)
Davao Oriental _____).

Before me, A Notary Public for and in the Province of Davao Oriental
personally appeared:

<u>NAME</u>	<u>COMM. TAX CERT. NO.</u>	<u>DATE/PLACE ISSUED</u>
<u>JANE D. CAINGHOG</u>	<u>18274776</u>	<u>Jan. 4, 2023/City of Mati</u>
<u>DENNIS JORDAN U. CHING</u>	<u>01425073</u>	<u>Jan. 25, 2023/Davao City</u>

Known to me and to me known to be the same persons who executed the foregoing instruments which consists of Six (6) pages including this page on which this acknowledgment is written and acknowledge to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL on this APR 25 2023 day of _____, 2023
at Davao City, Philippines.

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Book No. 88
Series of 200



ATTY. ANTONIO L. LAGUARDA, JR., CPA
Notary Public for Davao City
LGST Law Firm
Divd. Cor. Artigas St., Davao City
Serial No. 2023-027-2024
Until December 31, 2024
IBP No. 260101 / 01.03.23 / Davao City
I-TR No. 7868233 / 12.27.23 / Davao City
TIN 184-276-617
Roll No. 56412