

Department of Public Works and Highways (DPWH)

Contract ID: 25CSH002

Contract Name: Consulting Services for the Conduct of Parcellary Survey for the Widening of Mactan Circumferential Road, Province of Cebu, K0031+436 - K0034+731

Contract Location: Province of Cebu

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this ____ day of ____ JUN 2025, 2025, by and between:

The GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES through the DEPARTMENT OF PUBLIC WORKS & HIGHWAYS, REGIONAL OFFICE NO. VII, South Road Properties (SRP), Cebu City, represented herein by DANILO J. VILLA, JR., Regional Director, duly authorized for this purpose, with main office address at South Road Properties (SRP), Cebu City, hereinafter called the "ENTITY";

and

LOMERA SURVEYING AND ENGINEERING SERVICES, with main office address at Sitio Gumamela, Lawaan II, City of Talisay, Cebu represented herein by RANDY T. LOMERA, Proprietor, duly authorized for this purpose, hereinafter called the "CONSULTANT;"

WHEREAS, the ENTITY is desirous that the CONSULTANT execute Contract ID No. 25CSH002 – Consulting Services for the Conduct of Parcellary Survey for the Widening of Mactan Circumferential Road, Province of Cebu, K0031+436 - K0034+731 hereinafter called "the Works," and the ENTITY has accepted the Bid for ONE MILLION SEVEN HUNDRED FIFTY EIGHT THOUSAND NINE HUNDRED SIXTY SEVEN PESOS & 56/100 ONLY (1,758,967.56) by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSTH 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 shall be attached, deemed to form, and be read and construed as part of this AGREEMENT, to wit:

- (a) General and Special Conditions of Contract;
- (b) Terms of Reference
- (c) Request for Expression of Interest;
- (d) Instruction to Bidders;
- (e) Bid Data Sheet;
- (f) Addenda and/or Supplemental/Bid Bulletins, if any;
- (g) Bid forms, including all the documents/statements contained in the Bidder's Technical and Financial Proposals, as annexes;
- (h) Eligibility Requirements, Documents and/or Statements;
- (i) Performance Security;
- (j) Notice of Award of Contract and the Bidder's conforme thereto;

The Government of the Republic of the Philippines
(Department of Public Works & Highways) by:

DANILO J. VILLA, JR.
Regional Director

NONATO M. PAYLADO
Chief, Planning & Design Division
(Witness)

RANDY T. LOMERA
Proprietor
(Witness)

JOANN A. CAÑO
Accountant IV-Finance Division
(Witness)

Consultant: LOMERA SURVEYING AND ENGINEERING SERVICES

Funds Available:

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

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(k) Other contract documents that may be required by existing laws and/or
the Entity.

Consultant: LOMERA SURVEYING AND ENGINEERING SERVICES

3. In consideration of the payments to be made by the **ENTITY** to the CONSULTANT as hereinafter mentioned, the CONSULTANT hereby covenants with the **ENTITY** to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this **CONSULTANT** in all respects.
4. The ENTITY hereby covenants to pay the CONSULTANT in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
5. For purposes of this Agreement, the Contract period shall be **Thirty (30) calendar days**.
6. The CONSULTANT shall pay taxes in full and on the time and that failure to do so will entitle the government to suspend payment for any services delivered by the CONSULTANT.
7. The CONSULTANT shall likewise regularly present within the duration of the contract, a tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payment(s) made thereon.

JOSEPH P. RIZO
(Witness)

RANDY T. LOMERA
Proprietor

NONATO M. PAYLADO
Chief, Planning & Design Division
(Witness)

DANILO J. VILLA, JR.
Regional Director

Department of Public Works and Highways (DPWH)

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IN WITNESS whereof the parties thereto have caused this **AGREEMENT** to be executed
on the day and year first before written.

Signed, sealed, delivered by DANILO J. VILLA, JR., the Regional Director (for the
ENTITY).

Signed, sealed, delivered by RANDY T. LOMERA the Proprietor (for the CONSULTANT)

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF PUBLIC WORKS AND
HIGHWAYS

LOMERA SURVEYING AND
ENGINEERING SERVICES

(THE PROCURING ENTITY)

DANILO J. VILLA, JR.
Regional Director

(THE CONSULTANT)

RANDY T. LOMERA
Proprietor

WITNESS:

NONATO M. PAYLADO
Chief, Planning & Design
Division

For the Consultant

[Signature]
[Signature]

FUNDS AVAILABLE:

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

JOANN A. CAÑO

Accountant IV-Finance Division

[Signature] 16.02.2019 16/02/19

JOANN A. CAÑO
Accountant IV-Finance Division

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REPUBLIC OF THE PHILIPPINES)
PROVINCE OF CEBU) S.S
CITY OF CEBU) CEBU CITY)

Consultant: LOMERA SURVEYING AND ENGINEERING SERVICES

SEP 11 PM 2:00
(Witness)

RANDY T. LOMERA
Proprietor

BEFORE ME, as the Notary Public for and within the City of Cebu, personally appeared **DANILO J. VILLA, JR.**, Regional Director, representing the **REPUBLIC OF THE PHILIPPINES (Department of Public Works & Highways)**, with TIN # 125-981-636 issued on _____ and **RANDY T. LOMERA**, Proprietor, representing **LOMERA SURVEYING AND ENGINEERING SERVICES**, with PRC ID NO. 0008326, issued on September 24, 2028 known to me to be the same persons who executed the foregoing CONTRACT 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 **four (4)** 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 **30 JUN 2025**.

Doc. No. _____
Page No. **15** _____
Book No. **17** _____
Series of **2** _____
2025

NONATO M. PAYLADO
Chief, Planning & Design Division
(Witness)

ATTY. EYDIE MARCO G. MONTERES, RPh.
Notary Public for Cebu City
Notarial Commission No. 061422 until December 31, 2025
1st St., La Guardia, Lahug, Cebu City
Roll of Attorney's No. 79267
JP OR No. 450362 for CT 2019, December 2, 2024, Cebu Chapter
2025 PTR No. 2739935 November 20, 2024, Cebu City
MCLE No. V084014063 until April 14, 2025
eymarco@att.net.ph

DANILO J. VILLA, JR.
Regional Director