

Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
SURIGAO DEL NORTE 1ST
DISTRICT ENGINEERING OFFICE
REGIONAL OFFICE XIII
Gov. Jose C. Sering Road, Surigao City

CONTRACT AND AGREEMENT

PROJECT ID NO: 16NF0113
Rehabilitation/Major Repair of Permanent Bridges
Hayangabon Bridge 2 (B00994MN), along Surigao-Davao Coastal Road
Brgy. Hayangabon, Claver, Surigao del Norte

KNOW ALL MEN BY THESE PRESENTS:

This Contract/Agreement made and entered into this Feb. 09, 2017 at DPWH-Surigao del Norte 1st Engineering District, Gov. Jose C. Sering Road, Surigao City.

By and between:

The GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES (Department of Public Works and Highways), represented herein by **HENRY CRUZ J. MARAPAO**, District Engineer, with office address at Gov. Jose C. Sering Road, Surigao City, as the PARTY OF THE FIRST PART, hereinafter called the EMPLOYER./OWNER duly authorized for this purpose;

And

A.T. Dumlao Construction, Inc., a corporation duly organized and existing by virtue of the Laws of the Republic of the Philippines with office address at Km. 4, Brgy. Luna, Surigao City represented by **PABLO YVES L. Dumlao II**, Manager who has been authorized for this purpose as the **PARTY OF THE SECOND PART**, hereinafter referred to as the CONTRACTOR who has been duly authorized for this purpose;

"WITNESSETH"


WHEREAS, in accordance with the advertisement of the OWNER published/posted in accordance with R.A. 9184, the CONTRACTOR & other contractors/bidders submitted bids to construct & complete the **16NF0113/REHABILITATION/MAJOR REPAIR OF PERMANENT BRIDGES HAYANGABON BRIDGE 2 (B00994MN) ALONG SURIGAO-DAVAO COASTAL ROAD, BRGY. HAYANGABON, CLAVER, SURIGAO DEL NORTE**. in accordance with the plans & specifications & requirements thereof;

WHEREAS, the above-mentioned project has been undertaken through Competitive Public Bidding;

WHEREAS, after the opening of bids on **November 22, 2016 @ 2:00PM**, the bid price of the CONTRACTOR was found to be Lowest Calculated and Responsive Bid.

WHEREAS, the Committee on Award of the OWNER, under Resolution NO. 1122J6.01 Series 2016 dated Jan. 23, 2017 awarded the above mentioned Bid to the CONTRACTOR at the amount of **Six million, six hundred eighty-five thousand, four hundred seventy-five pesos and 14/100 only (P 6,685,475.14)** Philippines Currency, only.


MYRLA A. PASTERA
Administrative Officer - V
(Witness)

A.T. Dumlao Construction, Inc.
By: 
PABLO YVES L. Dumlao II
Contractor


GINA P. SORIANO
Engineer - III
BAC - Chairperson


JOEL R. ENSOMO
Accountant-III
(Witness)


Republic of the Philippines
Department of Public Works and Highways
By: 
HENRY CRUZ J. MARAPAO
District Engineer

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NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That 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. That the following documents shall be deemed to form and be read and construed as part of this Agreement, viz;
 - a) Contract Agreement;
 - b) Conditions of Contract;
 - c) Drawings/Plans;
 - d) Specifications;
 - e) Invitation to Apply for Eligibility and to Bid;
 - f) Bid Form including all the documents/statements contained in the winning bidder's two bidding envelopes, as ANNEXES;
 - i. Registration Certificate from SEC, DTI for Sole Proprietorship, CDA for Cooperatives;
 - ii. Mayor's Permit issued by the or Municipality where the principal place of business of the prospective bidder is located;
 - iii. Statement of all its On-going & Completed Government & Private Contracts w/in Ten (10) year from the submission of bids;
 - iv. A valid PCAB License;
 - v. Latest Audited Financial Statement Stamped Received by BIR;
 - vi. NFCC Computation or Credit Line Commitment;
 - vii. Valid Joint Ventures Agreement (JVA);
 - viii. Bid Security;
 - ix. Duly Signed Organizational Chart for the Project;
 - x. Duly signed Contractor's Affidavit of Commitment to Work on the Contract with Complete Qualification & Experience Data;
 - xi. Duly signed List of Contractor's Equipment Pledged to the Contract supported with Proof Ownership;
 - xii. Sworn Statement in Accordance with Section 25.2 (b)(iv) of the IRR of R.A. 9184;
 - xiii. Sworn Statement that it complies with Section II-A-4, (Conflict of Interest) provided in the Bidding Documents;
 - xiv. Form of Bid.
 - xv. Duly signed Bid Prices in the Bill of Quantities
 - xvi. Duly signed Detailed Estimates
 - xvii. Duly signed Cash Flow by Quarter and Payment Schedule.
 - g) Eligibility requirements documents and/or statements;
 - h) Performance Security;
 - i) Credit Line issued by an authorized bank in accordance with the provisions of the IRR of R.A. 9184, if applicable;
 - j) Notice of Award of contract and Contractor's "Conforme" thereto;
 - k) Contractor's All Risk Insurance (CARI) and
 - l) PERT/CPM; and
 - m) Other contract documents that may be required by existing laws and/or the agency concerned.


MYRIA A. PASTERA
Administrative Officer - V
(Witness)

A.T. Dumlao Construction, Inc.
By: 
PABLO YVES L. DUMLAO, II
Contractor


GINA P. SORIANO
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JOEL R. ENSOMO
Accountant-III
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Republic of the Philippines
Department of Public Works and Highways
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District Engineer

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A.T. Dumlao Construction, Inc.
By: 
MYRLLA A. PASTERA
Administrative Officer - V
(Witness)

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JOEL R. ENSOMO
Accountant-III
(Witness)

Republic of the Philippines
Department of Public Works and Highways
By: 
HENRY CRUZ
District Engineer

3. That in consideration of the Payments to be made by the EMPLOYER to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the EMPLOYER/OWNER to execute and complete the WORKS and remedy any defects therein in conformity, in all aspects, with the provisions of this CONTRACT;
4. That the contractor will fully and faithfully furnished all required materials and labor and will complete the said **16NF0113/REHABILITATION/MAJOR REPAIR OF PERMANENT BRIDGES HAYANGABON BRIDGE 2 (B00994MN) ALONG SURIGAO-DAVAO COASTAL ROAD, BRGY. HAYANGABON, CLAVER, SURIGAO DEL NORTE.** and hereby agrees to complete the contract within **SIXTY-FIVE (65) calendar days** which shall commence upon the issuance of the " Notice to Proceed".
5. That the EMPLOYER/OWNER hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the WORKS at the unit prices agreed in the TENDER at the time and in the manner prescribed by the CONTRACT and specified in the BID. It is understood that the quantities listed in the PROPOSAL do not govern final payment, hence, payment to the CONTRACTOR will be made only for actual quantities of contract items performed in accordance with the plans and specifications and accepted by the EMPLOYER/OWNER;

The Items of work covered under this contract re enumerated hereunder, viz;

**16NF0113/REHABILITATION/MAJOR REPAIR OF PERMANENT BRIDGES
HAYANGABON BRIDGE 2 (B00994MN) ALONG SURIGAO-DAVAO COASTAL
ROAD, BRGY. HAYANGABON, CLAVER, SURIGAO DEL NORTE**

Item No.	Description	Unit	Quantity	Unit Price (pesos)	Amount (pesos)
302(2)	Bituminous Tack Coat SS-1 (Emulsified Asphalt)	m.tonne	0.87	84,299.60	73,340.65
303(2)b	Bituminous Seal Coat (MC70 Cut-back Asphalt)	m.tonne	0.46	96,290.36	44,293.57
310(1)c	Bituminous Concrete Surface Course, Hotlaid	Sq.m.	1,660.26	1,907.12	3,166,315.05
403(6)	Structural Steel Painting Works	Sq.m.	287.96	951.44	273,976.66
416(1)b	Carbon Fiber Sheet, (1.20mm.thk)	Sq.m.	291.30	10,429.89	3,038,226.96
B.5	Project Billboard/Signboard	each	3.00	3,189.83	9,569.49
B.7	Occupational Safety and Health Program	Mos.	2.00	17,068.17	34,136.34
B.8	Traffic Management	Mos.	2.00	22,808.21	45,616.42
				TOTAL	P 6,685,475.14

6. The Implementing Rules and Regulations of the Amended of R.A. 9184, P.D. 1759, other existing laws, decrees, executive and administrative orders, department orders/circulars issued by proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contracts adopted and approved by the Government, shall be made and formed as integral part of this Contract.
7. That this CONTRACT shall not take effect until the CONTRACTOR has furnished and delivered to the EMPLOYER/OWNER a "Performance Security" that is fully acceptable to the Employer/Owner in the form and amount as required in the Instruction to Bidders;

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MYRA A. PASTERA
Administrative Officer - V
(Witness)

A.T. DUMLAO CONSTRUCTION, INC.
By: 
PABLO YVES L. DUMLAOS, II
Contractor


GINA P. SORIANO
Engineer - III
BAC - Chairperson


JOEL R. ENSOMO
Accountant-III
(Witness)

Republic of the Philippines
Department of Public Works and Highways
By: 
HENRY CRUZ L. MARAPAO
District Engineer

8. In case the CONTRACTOR refuses or fails to satisfactorily complete the works within the specified contract time, plus any time extension duly granted and is hereby default under the CONTRACT, the CONTRACTOR shall pay the EMPLOYER/OWNER for **LIQUIDATED DAMAGES**, as provided in the conditions of contract, equal to at least **one tenth (1/10) of one (1%) percent** of the cost or the unperformed portion of the works for every day of delay.
9. In case the CONTRACTOR lags behind schedule in his work and incurs 15% or more negative slippages, based on his approved PERT/CPM, the Secretary of the Department of Public Works and Highways and/or the Regional Director, Region XIII, may, at his discretion, terminate or rescind this contract pursuant to existing laws, rules and regulations;
10. The provisions of R.A. 6685 as implemented by Department Order No. 51, series of 1990, is hereby incorporated as part of this Contract;
11. The CONTRACTOR shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws as per Ministry Order No. 9, series of 1981, DOLE Department Order No. 13, and other relevant and applicable provisions of P.D. 442, as amended, otherwise known as the Labor Code of the Philippines;
12. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employee/official of the EMPLOYER/OWNER (or any Philippine Government Instrumentality/ies) to secure this CONTRACT;
13. The Joint Guidelines on Change Orders, Extra Work Orders, etc. as provided under the pertinent provisions of the R.A. 9184 and Department Order No. 204 series of 2004, are hereby incorporated as part of this CONTRACT;
14. Within a period of twelve (12) months after the completion and final acceptance of this PROJECT, the CONTRACTOR shall remain liable for any damage's or defect/s discovered on the works due to faulty construction methods or the use of materials of inferior quality or violation of the terms and conditions of this CONTRACT;
15. The CONTRACTOR shall be held responsible for any structural defects and/or failure of the completed projects within the **warranty period of fifteen (15) years for semi-permanent structures after Final Acceptance** except those occasioned by force majeure and those caused by the other parties; the EMPLOYER/OWNER shall issue perpetual disqualification to the CONTRACTOR from participating in any public bidding, if it fails to comply with the Warranty Provisions under Section 62 of R.A. 9184;
16. 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 contract;
17. The CONTRACTOR shall likewise regularly present within the duration of the contract, a tax clearance from the BIR as well as copy of its income and business tax returns duly stamped received by the BIR and duly validated with the tax payments made thereon;

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18. If any dispute or difference of any kind whatsoever arises between the EMPLOYER/OWNER and the CONTRACTOR in connection with or arising out of this Contract, or carrying out of the works, it shall first be referred to and settled by the District Engineer. However, if the decision of the District Engineer is not satisfactory either to the EMPLOYER/OWNER or the CONTRACTOR, such dispute may be submitted to, and settled by the Regional Director. In case the decision is not acceptable to the Contractor, be submitted to, and settled by the DPWH Secretary. In case the decision is not acceptable to the Contractor, the same shall be elevated to the Construction Industry Arbitration Commission (CIAC) created by Executive Order No. 1088 for settlement;
19. This contract/agreement becomes binding and valid upon the parties and shall remain effective upon approval hereof until the final completion and acceptance of the project;

IN WITNESS WHEREOF, the parties hereto affixed their respective signatures on the day, month and year and place first above-written.

**Government of the
Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS
(Party of the First Part}**

A.T. Dumlao Construction, Inc.

BY:


HENRY CRUZ J. MARAPAO
District Engineer

BY:


PABLO YVES L. Dumlao, II
Manager

WITNESSES:


MYRLA A. PASTERA
Administrative Officer - V


JOEL R. ENSOMO
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REPUBLIC OF THE PHILIPPINES
Province of Surigao del Norte) S.S.
City of Surigao

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the City of Surigao, personally appeared by **HENRY CRUZ J. MARAPAO District Engineer**, representing the REPUBLIC OF THE PHILIPPINES (Department of Public Works and Highways), with Residence Certificate No. 10834206 issued January 4, 2017 at Surigao City, and **PABLO YVES L. Dumlao, II** Manager, representing **A.T. Dumlao Construction, Inc.** with Residence Certificate No. 10851254 issued on January 4, 2017 at Surigao 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 consist of six (6) pages, including this page, on which this acknowledged 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 9th day of February, 2017.

(Notary Public)

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Series of

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ATTY. MANILLO M. PULLOS

NOTARY PUBLIC

UNTIL DECEMBER 31, 2017

ROLL NO. 16200

REG. NO. 9144451/ISSUED ON 08-02-2017/101500000

REG. NO. 966776/ISSUED ON 01-02-2017/200000000

MCLE RETIRED JUDGE EXEMPTED

NO. 111-002378/ISSUED 07/28/2011

433, MICHELLE BLD. 10000000000000000000

YES STS. BRGY. WASHINGTON SURIGAO CITY 84400

Republic of the Philippines
Department of Public Works and Highways
By: **HENRY CRUZ J. MARAPAO**
District Engineer

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