

Department of Public Works and Highways

Contract ID : 25OG0101
Contract Name : Preventive Maintenance – Secondary Roads: Commonwealth Ave – K0015 + (-275) – K0015 + 145, Quezon City
Location of the Contract: : Quezon City

QUEZON CITY SECOND DISTRICT ENGINEERING OFFICE

No. 790 EDSA, Diliman, Quezon City

FORM OF CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT AGREEMENT, made this 4th day of April 2025 by and between:

CHRISTINE S. GUEVARRA
Accountant II

The GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES through the Department of Public Works and Highways (DPWH)-Quezon City Second District Engineering Office (QCSDEO), represented herein by JOHNNY L. PROTESTA, JR., duly authorized for this purpose, with office address at 790 EDSA, Diliman, Quezon City, hereinafter referred to as the "PROCURING ENTITY";

GENE S. LEANO
Assistant District Engineer

- and -

MILES TRADING AND CONSTRUCTION, a sole proprietorship existing under and by virtue of laws of the Republic of the Philippines, with main office address at B10 L14 Rosewood St. North Olympus Subdivision Quezon City represented herein by LERMA R. PALOS 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 25OG0101 Preventive Maintenance – Secondary Roads: Commonwealth Ave – K0015 + (-275) – K0015 + 145, Quezon City 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 NINETY FOUR MILLION FIVE HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED NINETY THREE PESOS AND 39/100 (Php94,548,293.39). The Contract shall be completed within one hundred sixty (160) calendar days.

JOHNNY L. PROTESTA, JR.
Officer-in-Charge
Office of the District Engineer

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

1. In this CONTRACT AGREEMENT, word 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
 - b. Documents forming part of the Contract Agreement:

LERMA R. PALOS
Miles Trading and Construction

Department of Public Works and Highways

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Accountant II

(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

GENE S. LEAÑO

Assistant District Engineer

(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)

JOHNNY L. PROTESTA, JR.

Officer-in-Charge

Office of the District Engineer

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 this **CONTRACT AGREEMENT** in all respects.

LERMA R. PALOS

Miles Trading and Construction

4. 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**.

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

PROCURING ENTITY:

Represented by:

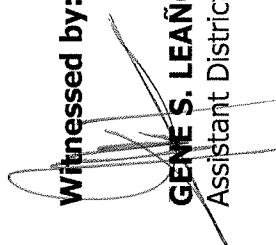

JOHNNY L. PROTESTA, JR.
Officer-in-Charge
Office of the District Engineer

CONTRACTOR:

Represented by:


LERMA R. PALOS
General Manager

Witnessed by:


GENE S. LEAÑO
Assistant District Engineer


CHRISTINE S. GUEVARRA
Accountant II

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINE:)
QUEZON CITY) s.s.

BEFORE ME, a Notary Public for and within the City of Quezon City, personally appeared **JOHNNY L. PROTESTA, JR. - OIC - District Engineer**, representing the Republic of the Philippines, with **PRC ID. No. 0133441** and **LERMA R. PALOS** representing **MILES TRADING AND CONSTRUCTION** with **TIN No. 306-065-565-000**, known to be the same person who executed the foregoing Contract Agreement and acknowledge to me that the same is their true act and deed for and in behalf of the parties they represented.

The instrument consist of three (3) pages including this page, on which this acknowledge is written duly signed by the contracting parties.

IN WITNESS WHEREOF, I have hereto affixed my signature and seal this 4th day of April, 2025.

Doc No. 129
Page No. 24
Book No. 411
Series of 2076

ATTY. WILLIAM M. AVILA, CPA
ADMINISTRATOR
NOTARY PUBLIC
Roll No. 84630
PTR No. 7030407701-02-2025/Quezon City
ISP No. 482121/12-10-2024/Quezon City
MCLE Compliance VIII until April 2025/Admitted 2023
Admin Matter No. NP-157/2025-2026