



## DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

**Contract ID No.** : 25CL0165  
**Contract Name** : Construction of Slope Protection Structure along Sto. Tomas River (Maculcol Dike) North approach, Phase 2, San Narciso, Zambales (PMS ID No. P00923138LZ-CW1)  
**Contract Location** : San Narciso, Zambales

### CONTRACT AND AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

**THIS AGREEMENT** made and entered into this 02 day of APR, year 2025 at Iba, Zambales by and between

The Government of the **REPUBLIC OF THE PHILIPPINES** thru the **Department of Public Works and Highways (DPWH)**, with office address at **Palanginan, Iba, Zambales** represented by **DENNIS A. NACIN, OIC-Assistant District Engineer, Caretaker, Office of the District Engineer**, hereinafter called the **OWNER** and the **FIRST PARTY**.

and

**ADSL CONSTRUCTION & TRADING** with office address at **154 ALONZO CMPD., BALASING, STA. MARIA BULACAN** represented by **ARIS DC. SAN LUIS – Authorized Managing Officer**, hereinafter called the **CONTRACTOR** and the **SECOND PARTY**

WHEREAS, from among the **two (2)** bids submitted for the subject Project during the bidding held on **March 19, 2025** the bid of **ADSL CONSTRUCTION & TRADING** was the lowest evaluated bid in the total amount of **NINETY FIVE MILLION FIVE HUNDRED TWENTY THREE THOUSAND ONE HUNDRED SEVENTY SIX & 81/100 PESOS ONLY . . . (Php 95,523,176.81)** and therefore considered most advantageous to the Government;

WHEREAS, the Works comprised in this Contract shall be completed within **Three Hundred Thirty (330)** calendar days in accordance with the provisions of the Bidding Documents.

WHEREAS, the **CONTRACTOR** signified its conformity with the award dated 27 MAR 2025.

**THIS AGREEMENT WITNESSETH** as follows:

1. In this Agreement, words and expressions shall have the same meaning 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 interpreted and construed as part of this Agreement, viz:
  - a) Contract Agreement
  - b) Bidding Documents
  - c) Winning bidder's bid, including the eligibility requirements, Technical and Financial Proposal, and all other documents / statements submitted;
  - d) Performance Bond
  - e) Credit Line in accordance with the provisions of this IRR, if applicable;
  - f) Notice of Award of Contract; and



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- g) Other contract documents that may be required by existing laws and / or the procuring entity concerned in the Bidding Documents, such as the construction schedule and s-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment, and PERT/CPM for infrastructure projects.

3. Payment to be made by the OWNER to the CONTRACTOR shall be in the Philippine Currency;

4. In consideration of the payment to be made by the OWNER to the CONTRACTOR herein before mentioned, the CONTRACTOR hereby covenants with the OWNER to construct and complete the Works in conformity in all respects with the provisions of this CONTRACT.

| Item No.                                           | Description                                           | Unit  | Quantity | Unit Cost  | Amount               |
|----------------------------------------------------|-------------------------------------------------------|-------|----------|------------|----------------------|
| <b>PART A FACILITIES FOR THE ENGINEER</b>          |                                                       |       |          |            |                      |
| A.1.1(3)                                           | Construction of Field Office for the Engineer         | l.s.  | 1.00     | 139,854.64 | 139,854.64           |
| <b>PART B OTHER GENERAL REQUIREMENTS</b>           |                                                       |       |          |            |                      |
| B.5(1)                                             | Project Billboard/Signboard                           | ea    | 1.00     | 11,879.81  | 11,879.81            |
| B.7(1)                                             | Occupational Safety and Health                        | l.s.  | 1.00     | 564,819.03 | 564,819.03           |
| B.9(1)                                             | Mobilization/Demobilization                           | l.s.  | 1.00     | 143,794.68 | 143,794.68           |
| B.19 (1)                                           | Geotechnical Investigation (Soil)                     | l.m.  | 15.00    | 2,861.63   | 42,924.45            |
| <b>PART F BRIDGE CONSTRUCTION</b>                  |                                                       |       |          |            |                      |
| 403(4)a1                                           | Structural Steel, furnished, and fabricated, Grade 36 | kg.   | 6,254.00 | 83.87      | 524,522.98           |
| 404(1)a                                            | Reinforcing Steel, Grade 40                           | kg.   | 3,776.00 | 69.97      | 264,206.72           |
| 405(1)a3                                           | Structural Concrete, 20.68MPa, Class A, 28 days       | cu.m. | 109.00   | 8,021.84   | 874,380.56           |
| <b>PART H MISCELLANEOUS STRUCTURES</b>             |                                                       |       |          |            |                      |
| 611(1)                                             | Trees (Furnishing and Transplanting)                  | ea    | 4,200.00 | 24.52      | 102,984.00           |
| <b>PART L FLOOD AND RIVER CONTROL AND DRAINAGE</b> |                                                       |       |          |            |                      |
| <b>PART L-A EARTHWORK</b>                          |                                                       |       |          |            |                      |
| 1700(1)                                            | Clearing and Grubbing                                 | sq.m. | 2,817.00 | 20.94      | 58,987.98            |
| 1700(3)a1                                          | Individual Removal of Trees, 150mm-300mm dia.         | ea    | 37.00    | 1,215.20   | 44,962.40            |
| 1700(3)a2                                          | Individual Removal of Trees, 301mm-500mm dia.         | ea    | 5.00     | 2,331.11   | 11,655.55            |
| 1704(1)a                                           | Embankment, from roadway/ structure excavation        | cu.m. | 4,033.00 | 276.70     | 1,115,931.10         |
| 1704(1)b                                           | Embankment, From borrow                               | cu.m. | 2,244.00 | 505.72     | 1,134,835.68         |
| 1704(2)a                                           | Selected Borrow for topping, Case 1                   | cu.m. | 518.00   | 628.72     | 325,676.96           |
| 1707(1)                                            | Aggregate Subbase Course                              | cu.m. | 307.00   | 1,412.44   | 433,619.08           |
| <b>PART L-B BANK AND SLOPE PROTECTION WORKS</b>    |                                                       |       |          |            |                      |
| 1710(1)d                                           | Riprap, Class D                                       | cu.m. | 5,135.00 | 4,218.98   | 21,664,462.30        |
| 1712(1)                                            | Concrete Slope Protection                             | cu.m. | 519.00   | 9,501.17   | 4,931,107.23         |
| 1714(1)a3                                          | Gabions, 1m x 1m x 2m, Metallic Coated                | cu.m. | 451.00   | 3,245.98   | 1,463,936.98         |
| 1714(3)                                            | Filter Cloth                                          | sq.m. | 1,476.00 | 237.75     | 350,919.00           |
| 1717(2)a1                                          | Sheet Piles, Steel, Slope Protection                  | m.    | 4,728.00 | 12,969.06  | 61,317,715.68        |
| <b>GRAND TOTAL . . .</b>                           |                                                       |       |          |            | <b>95,523,176.81</b> |

DPWH-INFR-51-2016

ADSL CONSTRUCTION & TRADING  
Party of the Second Part

ARIS BC. SAN LUIS

Authorized Managing Officer

O.K. AS TO AVAILABILITY OF FUNDS

MARIA CONCEPCION DEQUINA

Accountant III  
(Witness)

PAUL JAYSON F. DUYA

OIC-Chief, Construction Section  
(Witness)

Republic of the Philippines  
Department of Public Works and Highways  
By: Party of the First Part

DENNIS A. MACIN

OIC-Assistant District Engineer  
Carabaker, Office of the District Engineer





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(PMS ID No. P00923138LZ-CW1)  
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ADSL CONSTRUCTION & TRADING  
Party of the Second Part

APRIL DC. SAN LUIS

Authorized Managing Officer

5. The OWNER hereby covenants to pay the CONTRACTOR in consideration of the construction and completion of the WORKS at the unit prices appearing in the Bill of Quantities 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 OWNER.

6. The CONTRACTOR warrants that he has not given nor promises to give money or gift to any employee of the OWNER (or any Philippine government instrumentality) to secure this Contract.

7. The CONTRACTOR shall comply with, and strictly observe all laws regarding workmen's compensation for injuries, minimum wages, hour of labor, etc., and other labor laws;

8. This Agreement becomes valid and binding upon approval by the District Engineer of **Department Public Works and Highways – Zambales 1st DEO, Iba, Zambales** in accordance with the provisions of RA 9184 and its Revised Implementing Rules and Regulations.

9. 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 private contracting party.

10. The CONTRACTOR shall likewise regularly present within the duration of the contract, a tax clearance from BIR as well as copy of its Income and Business Tax Returns duly stamped and received by the BIR and duly validated with tax payment made thereon.

O.K. AS TO AVAILABILITY OF FUNDS

MARIA COLOZON B. DEQUINA

Accountant III  
(Witness)

PAUL JAYSON F. DUYA

OIC-Chief, Construction Section  
(Witness)

Republic of the Philippines  
Department of Public Works and Highways  
By: Party of the First Part

DENNIS A. MACIN

OIC- Assistant District Engineer  
Caretaker, Office of the District Engineer



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

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF PUBLIC WORKS  
AND HIGHWAYS

ADSL CONSTRUCTION & TRADING

**(PARTY OF THE FIRST PART)**

**(PARTY OF THE SECOND PART)**

BY:

BY:

**DENNIS A. NACIN**  
OIC-Assistant District Engineer  
Caretaker, Office of the District Engineer

**ARIS DC. SAN LUIS**  
Authorized Managing Officer

**PAUL JAYSON F. DUYA**  
OIC-Chief, Construction Section

OK AS TO AVAILABILITY OF FUND:

**MARIA CORAZON B. DEQUINA**  
Accountant III



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REPUBLIC OF THE PHILIPPINES)  
Province of Zambales )s.s  
Municipality of Iba )

### ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the Province of Zambales, personally appeared **DENNIS A. NACIN, OIC-Assistant District Engineer, Caretaker, Office of the District Engineer**, representing the **REPUBLIC OF THE PHILIPPINES (Department of Public Works and Highways)**, with Residence Certificate No. **29665517** issued on **January 16, 2025** at **Iba, Zambales**, and **ARIS DC. SAN LUIS – Authorized Managing Officer** representing **ADSL CONSTRUCTION & TRADING** with Community Residence Certificate No. **03535690** issued on **January 03, 2025** at **Santa Maria, Bulacan** 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 **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 **02 APR 2025** year **2025**.

(Notary Public)

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Page No. **32**  
Book No. **III**  
Series of **2025**



**APR 02 2025**

**FREDERICK C. EGALLA**  
Notarial Commission No. NC-46-2024-I  
Until December 31, 2025  
IBP No. 491665, 01/02/2025, Zambales  
PTR No. Z-13179770, 01/07/2025, Iba, Zambales  
MCLE Comp. No. Admitted to the Bar in Dec. 2023  
Roll No. 90417