



DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Contract ID No. : 25CL0167 ✓
Contract Name : Construction of Slope Protection Structure along Sto. Tomas River (Maculcol Dike) North approach, Phase 4, San Narciso, Zambales (PMS ID No. P00923140LZ-CW1) ✓
Contract Location : San Narciso, Zambales ✓

CONTRACT AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered into this 02 APR 2025 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 **three (3)** 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 THIRTY THREE THOUSAND SEVEN HUNDRED FORTY FIVE & 82/100 PESOS ONLY . . . (Php 95,533,745.82)** 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

DPWH-INFR-51-2016



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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
PART A FACILITIES FOR THE ENGINEER					
A.1.1(3)	Construction of Field Office for the Engineer	l.s.	1.00	139,870.29	139,870.29
PART B OTHER GENERAL REQUIREMENTS					
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	556,915.08	556,915.08
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
PART F BRIDGE CONSTRUCTION					
403(4)a1	Structural Steel, furnished, and fabricated, Grade 36	kg.	6,080.00	83.86	509,868.80
404(1)a	Reinforcing Steel, Grade 40	kg.	3,754.00	70.02	262,855.08
405(1)a3	Structural Concrete, 20.68MPa, Class A, 28 days	cu.m.	108.00	8,043.80	868,730.40
PART H MISCELLANEOUS STRUCTURES					
611(1)	Trees (Furnishing and Transplanting)	ea	5,400.00	24.52	132,408.00
PART L FLOOD AND RIVER CONTROL AND DRAINAGE					
PART L-A EARTHWORK					
1700(1)	Clearing and Grubbing	sq.m.	2,800.00	20.95	58,660.00
1700(3)a1	Individual Removal of Trees, 150mm-300mm dia.	ea	50.00	1,215.19	60,759.50
1700(3)a2	Individual Removal of Trees, 301mm-500mm dia.	ea	4.00	2,331.11	9,324.44
1704(1)a	Embankment, from roadway/ structure excavation	cu.m.	3,835.00	276.70	1,061,144.50
1704(1)b	Embankment, From borrow	cu.m.	3,571.00	505.72	1,805,926.12
1704(2)a	Selected Borrow for topping, Case 1	cu.m.	580.00	628.72	364,657.60
1707(1)	Aggregate Subbase Course	cu.m.	307.00	1,412.43	433,616.01
PART L-B BANK AND SLOPE PROTECTION WORKS					
1710(1)d	Riprap, Class D	cu.m.	5,105.00	4,218.98	21,537,892.90
1712(1)	Concrete Slope Protection	cu.m.	530.00	9,501.06	5,035,561.80
1714(1)a3	Gabions, 1m x 1m x 2m, Metallic Coated	cu.m.	448.00	3,242.72	1,452,738.56
1714(3)	Filter Cloth	sq.m.	1,468.00	237.75	349,017.00
1717(2)a1	Sheet Piles, Steel, Slope Protection	m.	4,680.00	12,969.06	60,695,200.80
Grand Total . . .					95,533,745.82

ADSL CONSTRUCTION & TRADING
Party of the Second Part

ARIS-BC. SAN LUIS

Authorized Managing Officer

O.K. AS TO AVAILABILITY OF FUNDS

MARIA CRISTINA B. DEQUINA

Accountant III

PAUL JAYSON F. DOYA

OIC Chief, Construction Section

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

DENNIS ALNACIN

OIC Assistant District Engineer
Caretaker, Office of the District Engineer



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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.

ADSL CONSTRUCTION & TRADING
Party of the Second Part

ARIS DE SAN LUIS

Authorized Managing Officer

O.K. AS TO AVAILABILITY OF FUNDS

MARIA CRUZ B. DEQUINA

Accountant III
(Witness)

PAUL JAYSON F. BUYA

OIC-Chief, Construction Section
(Witness)

Republic of the Philippines
Department of Public Works and Highways

By: Party of the First Part

DENNIS A. NACNA

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. NACINA
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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