

CONTRACT AND AGREEMENT

FOR THE

By: JR Contractor


DOMINADOR V. LAYNES JR.
Proprietor/Manager

Contract ID # 16FH0082- Construction of Roads in brgy. Rizal, Viga; brgy. Magsaysay, Viga and brgy. Tibo, Panganiban, Catanduanes; 1) Brgy. Rizal, Viga, 2) Magsaysay, Viga, 3) Brgy. Tibo, Panganiban, Catanduanes

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this **24th** day of **February** year **2017** at Virac, Catanduanes by and between:

The REPUBLIC OF THE PHILIPPINES (Department of Public Works and Highways) represented herein by **Elmer R. Redrico, District Engineer** with office address at DPWH, Virac, Catanduanes, as the PARTY OF THE FIRST PART, hereinafter called the EMPLOYER duly authorized for this purpose,

and

JR Contractor, a sole proprietorship duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at San Miguel, Catanduanes represented by **Dominador V. Laynes Jr., Proprietor/Manager** who has been authorized for this purpose as the PARTY OF THE SECOND PART hereinafter called the CONTRACTOR.

WITNESSETH:

WHEREAS, the EMPLOYER is desirous that the certain WORKS should be executed by the CONTRACTOR **Contract ID # 16FH0082- Construction of Roads in brgy. Rizal, Viga; brgy. Magsaysay, Viga and brgy. Tibo, Panganiban, Catanduanes; 1) Brgy. Rizal, Viga, 2) Magsaysay, Viga, 3) Brgy. Tibo, Panganiban, Catanduanes** and has accepted the bid of the CONTRACTOR for the execution and completion of such WORKS and the remedying of any defects therein;

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

WHEREAS, the total amount of award for completion of the WORKS is **Five Million six Hundred Sixty five thousand Five Hundred Forty Six and 80/100** (P **5,665,546.80**) Pesos Only;

WHEREAS, the whole WORKS in this project as covered by this CONTRACT shall be completed within **45 calendar days** in accordance with provision of BID documents.

By: JR Contractor


DOMINADOR V. LAYNES JR.
Proprietor/Manager

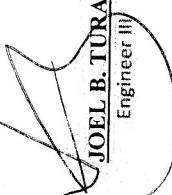
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:


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) The Bid Form accomplished and submitted by the Contractor include in the following annexes:

- i. Bid Security as to form and validity
- ii. Duly signed Authority of the Signing Official.
- iii. Duly signed Construction Schedule and S-Curve.
- iv. Duly signed Manpower Schedule.
- v. Duly signed Construction Method in Narrative Form
- vi. Organizational Chart for the Contract to Bid.
- vii. Duly signed list of Contractor's Personnel (I.E. Project Manager, Project Engineer, Materials Engineer and Foreman), to be assigned to the contract to the bid, with their complete qualifications and experience data.
- viii. List of Contractor's equipment units, owned and/or leased under purchase agreements, supported by duly executed contract therefore, intended for the use exclusively in the contract to bid.
- ix. Duly signed Equipment Utilization Schedule.
- x. Affidavit of Site Inspection.
- xi. Commitment from the Contractor's Bank to extend to the bidder a credit line if awarded the contract to bid, or a cash deposit certificate, in an amount fixed by the Office/Agency/Corporation in the instructions to bidders, which shall be at least equal to the operating expenses for two (2) months of the contract to be bid, or ten percent (10%) of the approved budget for the contract to be bid whichever is less.
- xii. Duly signed Construction Safety and Health Program by the contractor based on Sec. IB1.3.g hereof as required by the Department of Labor and Employment's (DOLE) Occupational Safety and Health Standards.
- xiii. Certificate from the bidder under oath of its compliance with existing labor laws and standards.
- xiv. Duly signed statement attesting to have complied with responsibilities listed in GPRA IRR-A section 17.7.1.


JOEL B. TURADO
Engineer III


NEPTALY C. YANON
Accountant III


EMYR R. REDRICO
District Engineer

By: JR Contractor

DOMINADOR V. LAYNES JR.
Proprietor/Manager

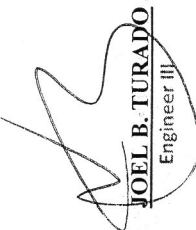
xv. A sworn affidavit of compliance with the Disclosure Provisions of R.A. 9184 in relation to other provisions of R.A. 3019.

xvi. Other non-discretionary criteria as stated in the instruction to bidders. The first envelopes shall be opened in public to determine the contractor's compliance with the above documents required to be submitted in the first envelope. For this purpose, checklist of the required documents shall be made and the submitted documents shall be checked against this checklist to ascertain if they are all present in the first envelope. In case one or more of the above required documents shall be made and the submitted documents shall be checked against this checklist to ascertain if they are all present in the first envelope. In case one or more of the above required documents is missing in the first envelope, the BAC or designated procurement unit shall disqualify the concerned contractor outright and immediately return to him the second envelope unopened.

- (b) Contract Agreement
- (c) Conditions of Contract
- (d) Drawings/Plans
- (e) Invitation to Bid
- (f) Specifications
- (g) Instruction to Bidders
- (h) Performance Bond
- (i) Pre-qualification and Post-qualification Statements
- (j) Certificate of Cash Deposit for operating expenses
- (k) Notice of Award to Contractor of Contractor's Conforme thereto
- (l) Contractor's all Risk Insurance (if applicable)
- (m) Other pertinent documents as maybe required

3. That in consideration of the Payments be made by the EMPLOYER to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the EMPLOYER to execute and complete the Works and remedy any defects herein in conformity on all respects with the provisions of this Contract.

4. That the EMPLOYER hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the Works at the unit prices granted in the TENDER, at the time in the manner prescribed by the Contract and specified in the BID. Its 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.


JOEL B. TURADO
Engineer III


NEPTALY C. TANON
Accountant III


ELMER R. ROLDRICO
District Engineer

By: JR Contractor
DOMINADOR V. LAYNES, JR.
Proprietor/Manager

The following items and quantities are included in the scope of work:

Project Title: Contract ID # 16FH0082- Construction of Roads in brgy. Rizal, Viga; brgy. Magsaysay, Viga and brgy. Tibo, Panganiban, Catanduanes; 1) Brgy. Rizal, Viga, 2) Magsaysay, Viga, 3) Brgy. Tibo, Panganiban, Catanduanes

Item No.	Description	QTY.	UNIT	Unit Cost	Total Amount
1. CONSTRUCTION OF ROAD IN BRGY. RIZAL, VIGA, CATANDUANES					
PART A -FACILITIES FOR ENGINEERS					
A.1.1(8)	Provision of field Office for the Engineer (rental basis)	1.50	mo.	22,638.00	33,957.00
A.1.4 (1)	Provision of Progress Photographs	1.50	mo.	924.00	1,386.00
Total Part A ...					35,343.00
PART B- OTHER GENERAL REQUIREMENTS					
B.5	Project billboard/Signages	2	each	5,250.00	10,500.00
B.7	Occupational safety & health program	1.50	mo.	26,488.00	39,732.00
B.8	Traffic Management	1.50	mo.	15,330.00	22,995.00
B.9	Mobilization/demobilization	1	l.s	15,750.00	15,750.00
Total Part B ...					88,977.00
PART C - EARTHWORKS					
104(1)b1	Embankment from borrow	45.89	cu.m.	715.17	32,819.15
105(1)a	Sub-grade preparation(common materials)	1417.50	sq.m	19.83	28,109.03
Total Part C ...					60,928.18
PART D-SUB-BASE AND BASE COURSE					
200(1)	Aggregate Sub-base course	364.50	cu.m.	823.28	300,085.56
Total Part D ...					300,085.56
PART E-SURFACE COURSES					
311(1)b	PCCP pavement (unreinforced) (0.20m thk.)@ 14 days	1012.50	sq.m	1,385.73	1,403,051.63
Total Part E ...					1,403,051.63
Sub- total of (1). ...					1,888,385.37
2. CONSTRUCTION OF ROAD IN BRGY.MAGSAYSAY, VIGA, CATANDUANES					
PART A -FACILITIES FOR ENGINEERS					
A.1.1(8)	Provision of field Office for the Engineer (rental basis)	1.50	mo.	22,638.00	33,957.00
A.1.4 (1)	Provision of Progress Photographs	1.50	mo.	840.00	1,260.00
Total Part A ...					35,217.00
PART B- OTHER GENERAL REQUIREMENTS					
B.5	Project billboard/Signages	2	each	5,250.00	10,500.00
B.7	Occupational safety & health program	1.50	mo.	26,488.00	39,732.00
B.8	Traffic Management	1.50	mo.	16,863.00	25,294.50
B.9	Mobilization/demobilization	1	l.s	15,750.00	15,750.00
Total Part B ...					91,276.50
PART C - EARTHWORKS					
102(2)	Roadway excavation(surplus common)	105.00	cu.m.	161.59	16,966.95
104(1)b1	Embankment from borrow	33.99	cu.m.	664.05	22,571.06
105(1)a	Sub-grade preparation(common materials)	1581	sq.m	17.78	28,110.18
Total Part C ...					67,648.19
PART D-SUB-BASE AND BASE COURSE					
200(1)	Aggregate Sub-base course	368.90	cu.m.	785.13	289,634.46
Total Part D ...					289,634.46
PART E-SURFACE COURSES					
311(1)b	PCCP pavement (unreinforced) (0.20m thk.)@ 14 days	1010	sq.m	1,390.88	1,404,788.80
Total Part E ...					1,404,788.80
Sub- total of (2). ...					1,888,564.95
III. CONSTRUCTION OF ROAD IN BRGY. TIBO, PANGANIBAN, CATANDUANES					
PART A -FACILITIES FOR ENGINEERS					
A.1.1(8)	Provision of field Office for the Engineer (rental basis)	1.50	mo.	20,580.00	30,870.00
A.1.4 (1)	Provision of Progress Photographs	1.50	mo.	924.00	1,386.00
Total Part A ...					32,256.00
Sub- total of (3). ...					

JOEL B. TURADO
Engineer III

NEPTALY C. TANON
Accountant III

EMER B. REDRICO
District Engineer

By: JR Contractor

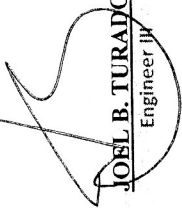

DOMINADOR V. LAYNES JR.

Proprietor/Manager

PART B- OTHER GENERAL REQUIREMENTS					
B.5	Project billboard/Signages	2	each	5,250.00	10,500.00
B.7	Occupational safety & health program	1.50	mo.	26,488.00	39,732.00
B.8	Traffic Management	1.50	mo.	14,938.00	22,407.00
B.9	Mobilization/demobilization	1	l.s	15,750.00	15,750.00
Total Part B. . .					88,389.00
PART C - EARTHWORKS					
102(2)	Roadway excavation(surplus common)	155	cu.m.	148.27	22,981.85
104(1)b1	Embankment from borrow	55.68	cu.m.	762.84	42,474.93
105(1)a	Sub-grade preparation(common materials)	1400	sq.m	17.33	24,262.00
Total Part C. . .					89,718.78
PART D-SUB-BASE AND BASE COURSE					
200(1)	Aggregate Sub-base course	360	cu.m.	868.16	312,537.60
Total Part D. . .					312,537.60
PART E-SURFACE COURSES					
311(1)b	PCCP pavement (unreinforced) (0.20m thk.)@ 14 days	945	sq.m	1,445.18	1,365,695.10
Total Part E. . .					1,365,695.10
Sub- total of (3). . .					1,888,596.48
GRAND TOTAL OF (1)+(2)+(3). . .					5,665,546.80

TOTAL AMOUNT IN FIGURES:(P 5,665,546.80)

TOTAL AMOUNT IN WORDS: Five Million six Hundred Sixty Five Thousand Five Hundred Forty Six and 80/100 Pesos Only


JOEL B. TURADO

Engineer JR


NEPTALI C. TANON

Accountant III


ELMER R. REDRICO

District Engineer

By: JR Contractor


DOMINADOR V. LAYNES JR.

Proprietor/Manager

5. The implementing Rules and Regulations of R.A. 9184 and other existing laws, decrees, executive and administrative 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 the Contract.

6. That this CONTRACT shall not take effect until the CONTRACTOR has furnished and delivered to the EMPLOYER a Performance Bond that is fully acceptable to the EMPLOYER in the form and amount as required in the Instruction to Bidders.

7. In case the CONTRACTOR refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the CONTRACT, the CONTRACTOR shall pay the GOVERNMENT for liquidated damages, and not by way of penalty, an amount to be determined for each calendar year of delay, until the work is completed and accepted or taken over by the GOVERNMENT.

For the procurement of infrastructure projects, the amount of the liquidated damages shall be atleast equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.

8. In case the CONTRACTOR lags behind schedule in his work and insure 15% or more negative slippage, based on his approved PERT/CPM, the District Engineer of Department of Public Works and highways, may, at his discretion, terminate or rescind the contract pursuant to existing laws, rules and regulations.

9. The provision of RA 6685 as implemented by Department Order No. 51, Series of 1990 is hereby incorporated as part of this CONTRACT.

10. 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.

11. The CONTRACTOR warrants that he has not given or promised to give any money or gift to any employee of the EMPLOYER (or any Philippine Government Instrumentality) to secure this CONTRACT.

12. The Joint Guidelines on Change Orders, Extra Work Orders, etc. as provided under the pertinent provisions of the Implementing Rules and Guidelines of I.R.R of R.A. 9184 are hereby incorporated as part of this CONTRACT.

13. Within the period of 12 (twelve) months after completion and final acceptance of the PROJECT, the CONTRACTOR shall remain liable for any damages or defects discovered on the works due to faulty construction or the use of materials of interior quality or violation of terms of the contract and shall be governed by the provisions of I.R.R. of R.A. 9184.

14. If any dispute or differences of any kind whatsoever arises between the EMPLOYER of the ENGINEER and the CONTRACTOR in connection with or arising out of the CONTRACT or carrying out of the WORKS, it shall first be referred to and settled by the ENGINEER. However if the decision of the ENGINEER is not satisfactory either to the EMPLOYER or the CONTRACTOR, such dispute may be submitted to, and settled by, the Construction Industry Arbitration Commission (CIAC) created by Executive Order No. 1088.

15. This agreement becomes binding and valid upon approval by the proper authorities.


JOEL B. TURADO

Engineer III


NEPTALI C. AXON

Accountant III


EMYR R. REDRICO

District Engineer

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


JR Contractor

(PARTY OF THE FIRST PART)

By:


ELMER B. REDRICO

District Engineer

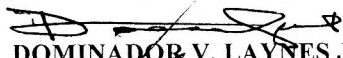

NEPTALY C. TAÑON

Accountant- III

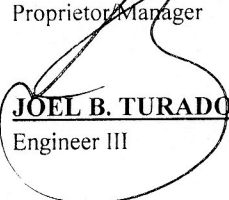
(Witness)

(PARTY OF THE SECOND PART)

By:


DOMINADOR V. LAYNES JR.

Proprietor/Manager


JOEL B. TURADO

Engineer III

REPUBLIC OF THE PHILIPPINES)
_____) s.s.
_____)

By: JR Contractor


DOMINADOR V. LAYNES JR.
Proprietor/Manager

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the Province/City of _____ personally appeared ELMER R. REDRICO, representing the REPUBLIC OF THE PHILIPPINES (Department of Public Works and Highways), with Residence Certificate No. _____ issued on _____ at _____ and Dominador V. Laynes Jr. with Residence Certificate No. _____ issued on _____ at _____, known 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 an in behalf of the parties they represented.

This instrument consist of _____ 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 hereunder affixed my signature and official seal this _____ day of _____, _____.


JOEL B. TURADO
Engineer III

Notary Public

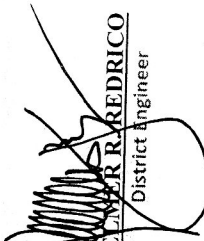
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NEPTALI C. TANON
Accountant III


ELMER R. REDRICO
District Engineer