

CONTRACT AND AGREEMENT

FOR THE

Contract ID # 16FH0081- Cluster I- Construction of Roads in brgy Hicming, brgy Dugui Too and brgy Igang, Virac, Catanduanes; 1) Brgy. Hicming, Virac, 2) Brgy. Dugui Too, Virac, 3) Brgy. Igang, Virac, 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

NOA Construction & Supply, a sole proprietorship duly organized and existing by virtue of the laws of the Republic of the Philippines with office address at Virac, Catanduanes represented by Nelson Q. Ang, 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 # 16FH0081- Cluster I- Construction of Roads in brgy Hicming, brgy Dugui Too and brgy Igang, Virac, Catanduanes; 1) Brgy. Hicming, Virac, 2) Brgy. Dugui Too, Virac, 3) Brgy. Igang, Virac, 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 One Hundred Forty Five Thousand Nine Hundred Four and 31/100 Pesos Only (P 5,145,904.31) Philippine Pesos;

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: NOA Const. & Supply

NELSON Q. ANG
Proprietor/Manager

JOEL B. TURADO
Engineer III

NEPTALY C. TAÑON
Accountant III

Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND
ELMER R. REDRICO
District Engineer

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 per
- 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. IBI.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.

By: NQA Const. & Supply

NELSON O. ANG
Proprietor/Manager


JOEL B. TURADO
Engineer III


NEPTALY C. TANON
Accountant III


ELMER R. REDRICO
District Engineer

By: NQA Const. & Supply



NELSON QIANG
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.


JOEL B. TURADO
Engineer III

- (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 Conformance thereto
- (l) Contractor's all Risk Insurance (if applicable)
- (m) Other pertinent documents as maybe required


NEPTALY C. TANON
Accountant III

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.


ELMER R. REDRICO
District Engineer

By: NOA Const. & Supply

NELSON Q. ANG
Proprietor/Manager

JOEL B. TURADO
Engineer III

NEPTALY C. IANON
Accountant III

ELMER R. REDRICO
District Engineer

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

Project Title: Contract ID # 16FH0081- Cluster I- Construction of Roads in brgy Hicming, brgy Dugui Too and brgy Igang, Virac, Catanduanes; 1) Brgy. Hicming, Virac, 2) Brgy. Dugui Too, Virac, 3) Brgy. Igang, Virac, Catanduanes

| Item No. | Description | QTY. | UNIT | Unit Cost | Total Amount |
|---|---|----------|-------|-----------|---------------------|
| 1. CONSTRUCTION OF ROAD IN BRGY. HICMING, VIRAC, CATANDUANES | | | | | |
| PART A - FACILITIES FOR ENGINEERS | | | | | |
| A.1.1(8) | Provision of field Office for the Engineer (rental basis) | 1.50 | mo. | 17,573.66 | 26,360.49 |
| A.1.4 (1) | Provision of Progress Photographs | 1.50 | mo. | 550.60 | 825.90 |
| Total Part A... | | | | | 27,186.39 |
| PART B- OTHER GENERAL REQUIREMENTS | | | | | |
| B.5 | Project billboard/Signages | 2 | each | 4,089.99 | 8,179.98 |
| B.7 | Occupational safety & health program | 1.50 | mo. | 22,833.44 | 34,250.16 |
| B.8 | Traffic Management | 1.50 | mo. | 13,928.03 | 20,892.05 |
| B.9 | Mobilization/demobilization | 1 | l.s | 8,515.66 | 8,515.66 |
| Total Part B... | | | | | 71,837.85 |
| PART C - EARTHWORKS | | | | | |
| 104(1)b1 | Embankment from borrow | 62.55 | cu.m. | 613.85 | 38,396.32 |
| 105(1)a | Sub-grade preparation(common materials) | 1,552.86 | sq.m | 12.98 | 20,156.12 |
| Total Part C... | | | | | 58,552.44 |
| PART D-SUB-BASE AND BASE COURSE | | | | | |
| 200(1) | Aggregate Sub-base course | 389.24 | cu.m. | 703.29 | 273,748.60 |
| Total Part D... | | | | | 273,748.60 |
| PART E-SURFACE COURSES | | | | | |
| 311(1)b | PCCP pavement (unreinforced) (0.20m thk.)@ 14 days | 1,192.50 | sq.m | 1,076.68 | 1,283,940.90 |
| Total Part E... | | | | | 1,283,940.90 |
| Sub- total of (1)... | | | | | 1,715,266.18 |
| 2. CONSTRUCTION OF ROAD IN BRGY. DUGUI TOO, VIRAC, CATANDUANES | | | | | |
| PART A - FACILITIES FOR ENGINEERS | | | | | |
| A.1.1(8) | Provision of field Office for the Engineer (rental basis) | 1.50 | mo. | 17,573.66 | 26,360.49 |
| A.1.4 (1) | Provision of Progress Photographs | 1.50 | mo. | 456.80 | 685.20 |
| Total Part A... | | | | | 27,045.69 |
| PART B- OTHER GENERAL REQUIREMENTS | | | | | |
| B.5 | Project billboard/Signages | 2 | each | 4,089.99 | 8,179.98 |
| B.7 | Occupational safety & health program | 1.50 | mo. | 22,833.44 | 34,250.16 |
| B.8 | Traffic Management | 1.50 | mo. | 13,928.03 | 20,892.05 |
| B.9 | Mobilization/demobilization | 1 | l.s | 12,433.41 | 12,433.41 |
| Total Part B... | | | | | 75,755.60 |
| PART C - EARTHWORKS | | | | | |
| 102(2) | Roadway excavation(surplus common) | 1,978.75 | cu.m. | 133.63 | 264,420.36 |
| 102(3)b | Roadway excavation (solid rock) | 31 | cu.m. | 1,246.18 | 38,631.58 |
| 104(1)b1 | Embankment from borrow | 93 | cu.m. | 582.48 | 54,170.64 |
| 105(1)a | Sub-grade preparation(common materials) | 1,120 | sq.m | 15.00 | 16,800.00 |
| Total Part C... | | | | | 374,022.58 |
| PART D-SUB-BASE AND BASE COURSE | | | | | |
| 200(1) | Aggregate Sub-base course | 288 | cu.m. | 690.62 | 198,898.56 |
| Total Part D... | | | | | 198,898.56 |
| PART E-SURFACE COURSES | | | | | |
| 311(1)b | PCCP pavement (unreinforced) (0.20m thk.)@ 14 days | 787.50 | sq.m | 1,107.61 | 872,242.88 |
| Total Part E... | | | | | 872,242.88 |
| PART G-SLOPE PROTECTION STRUCTURES | | | | | |
| 500(1)a3 | Pipe culvert (910mm dia. RCPC) | 16 | l.m | 5,277.74 | 84,443.84 |
| 506(1) | Stone Masonry | 22.20 | cu.m. | 3,738.26 | 82,989.37 |
| Total Part G... | | | | | 167,433.21 |
| Sub- total of (2)... | | | | | 1,715,398.52 |

By: **NOA Const. & Supply**

NELSON O. ANG
Proprietor/Manager

JOEL B. TURADO
Engineer III

NEPTALY C. TAÑON
Accountant III

ELMER R. REDRICO
District Engineer

| III. CONSTRUCTION OF ROAD IN BRGY. IGANG, VIRAC, CATANDUANES | | | | | |
|---|---|----------|-------|-----------|---------------------|
| PART A - FACILITIES FOR ENGINEERS | | | | | |
| A.1.1(8) | Provision of field Office for the Engineer (rental basis) | 1.50 | mo. | 17,573.66 | 26,360.49 |
| A.1.4 (1) | Provision of Progress Photographs | 1.50 | mo. | 550.60 | 825.90 |
| Total Part A... | | | | | 27,186.39 |
| PART B - OTHER GENERAL REQUIREMENTS | | | | | |
| B.5 | Project billboard/Signages | 2 | each | 4,089.99 | 8,179.98 |
| B.7 | Occupational safety & health program | 1.50 | mo. | 22,833.44 | 34,250.16 |
| B.8 | Traffic Management | 1.50 | mo. | 13,928.03 | 20,892.05 |
| B.9 | Mobilization/demobilization | 1 | l.s | 8,515.64 | 8,515.64 |
| Total Part B... | | | | | 71,837.83 |
| PART C - EARTHWORKS | | | | | |
| 100(3)b | Individual removal of trees (150-300mm dia.) | 8.00 | cu.m. | 791.93 | 6,335.44 |
| 105(1)a | Sub-grade preparation(common materials) | 1,782.60 | sq.m | 13.35 | 23,797.71 |
| Total Part C... | | | | | 30,133.15 |
| PART D-SUB-BASE AND BASE COURSE | | | | | |
| 200(1) | Aggregate Sub-base course | 444.60 | cu.m. | 622.78 | 276,887.99 |
| Total Part D... | | | | | 276,887.99 |
| PART E-SURFACE COURSES | | | | | |
| 311(1)b | PCCP pavement (unreinforced) (0.20m thk.)@ 14 days | 1,225 | sq.m | 1,068.73 | 1,309,194.25 |
| Total Part E... | | | | | 1,309,194.25 |
| Sub- total of (3). ... | | | | | 1,715,239.61 |
| GRAND TOTAL OF (1)+(2)+(3). ... | | | | | 5,145,904.31 |

TOTAL AMOUNT IN FIGURES: (P 5,145,904.31)

TOTAL AMOUNT IN WORDS: Five Million One Hundred Forty Five Thousand Nine Hundred Four and 31/100 Pesos Only

By: NQA Const. & Supply


NELSON Q. ANG
Proprietor/Manager


JOEL B. TURADO
Engineer III


NEPTALY C. TANON
Accountant III


ELMER R. REDRICO
District Engineer

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 at least 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 incurs 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 inferior 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.


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


NQA Construction & Supply

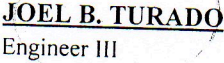
(PARTY OF THE FIRST PART)

By: 
ELMER R. REDRICO
District Engineer


NEPTALY C. TAÑON
Accountant- III
(Witness)

(PARTY OF THE SECOND PART)

By: 
NELSON O. ANG
Proprietor/Manager


JOEL B. TURADO
Engineer III

By: NOA Const. & Supply

NELSON Q. ANG
Proprietor/Manager

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

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 **Nelson Q. Ang** 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

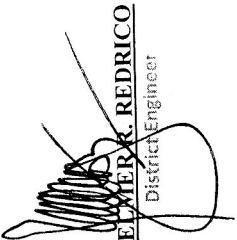
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NEPTALY C. TANON
Accountant III


ELMER R. REDRICO
District Engineer