

Department of Public Works and Highways

Contract ID : 20LC0154

Contract Name : Tanglaw Bridge 2 (B00187MN) along Tagum — Panabo Circumferential Road, Davao del Norte

Location of the Contract : Davao del Norte

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT AGREEMENT, made this 17th day of July, 2020 by and between:

The GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES through the Department of Public Works and Highways (DPWH) represented herein by MINDA R. ROSLINDA, District Engineer, duly authorized for this purpose, with main office address at Km. 48, Canocotan, Tagum City, hereinafter referred to as the "PROCURING ENTITY";

-and-

APEIRON CONSTRUCTION SOLUTIONS, a single proprietorship, organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at Km. 9, Paradise Road, Sasa, Davao City represented herein by JOSE MARI RAFAEL S. RODRIGUEZ, President, 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 20LC0154: Tanglaw Bridge 2 (B00187MN) along Tagum — Panabo Circumferential Road, Davao del Norte, 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 Twenty-Two Million Seven Hundred Ninety-Five Thousand Four Hundred Thirty-Nine Pesos and 32/100 Centavos only (Php 22,795,439.32).

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

- 1. 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. 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:

APEIRON CONSTRUCTION SOLUTIONS
By:

JOSE MARI RAFAEL S. RODRIGUEZ
President

LEONARD F. CARTAGENA
Accountant III
(Witness)

Republic of the Philippines
(DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS)
By:

MINDA R. ROSLINDA
District Engineer

Department of Public Works and Highways

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- (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
 - (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)

APEIRON CONSTRUCTION SOLUTIONS
By:

JOSE MARI RAFAEL S. RODRIGUEZ
President

LEONARD F. CARTAGENA
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(Witness)

Republic of the Philippines
(DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS)

By:

MIRANDA ROSLINDA
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.
- 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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The following items and quantities are included in the scope of work:

Item No.	Description	Unit	Quantity	Unit Price (₱)	Total Amount (₱)
PART A FACILITIES FOR THE ENGINEER					
A.1.1(3)	Construction of Field Office for the Engineer	Ls	1.00	45,577.35	45,577.35
PART B OTHER GENERAL REQUIREMENTS					
B.4(5)	Bridge Survey and Staking	Ls	1.00	30,098.25	30,098.25
B.5	Project Billboard and Signboard	Ea.	4.00	7,545.45	30,181.80
B.7(2)	Occupational Safety and Health Program	Ls	1.00	63,144.90	63,144.90
B.8(2)	Traffic Management	Ls	1.00	95,331.60	95,331.60
B.9	Mobilization and Demobilization	Ls	1.00	307,125.00	307,125.00
PART C EARTHWORKS					
101(3)b5	Removal of Actual Structures/Obstructions (0.28m. thk. PCCP Unreinforced)	Sq.m.	1,200.64	259.38	311,422.00
101(6)	Removal of Structures and Obstructions (Concrete)	Cu.m.	21.43	3,233.20	69,287.48
103(2)a	Bridge Excavation (Common Soil)	Cu.m.	432.93	425.08	184,029.88
104(1)a	Embankment from Roadway Excavation (Common Soil)	Cu.m.	280.34	440.23	123,414.08
104(2)a	Embankment from Borrow (Common Soil)	Cu.m.	1,309.39	589.38	771,728.28
105(1)a	Subgrade Preparation (Common Material)	Sq.m.	1,814.44	41.23	74,809.36
PART D SUBBASE AND BASE COURSE					
200(1)	Aggregate Subbase Course	Cu.m.	875.93	826.78	724,201.41
PART E SURFACE COURSE					
300(1)	Gravel Surface Course	Cu.m.	143.00	918.37	131,326.91
311(1)e1	PCC Pavement (Unreinforced) 0.28m. thk.	Sq.m.	2,026.08	2,066.10	4,186,083.89
311(2)f1	PCC Pavement (Reinforced) 0.30m. thk.	Sq.m.	158.57	5,636.88	893,840.06
PART F BRIDGE CONSTRUCTION					
400(5)a2	Precast, Prestressed Concrete Piles, Furnish (450mm x 450mm)	m.	528.00	3,625.24	1,914,126.72
400(14)	Precast, Concrete Piles, Driven (450mm x 450mm)	m.	504.00	2,631.28	1,326,165.12
400(20)	Pile Shoes	Ea.	24.00	2,242.01	53,808.24
400(25)	Splicing of R.C. Piles with Epoxy	Ea.	24.00	2,656.63	63,759.12
401(2)a	Concrete Railing (Standard)	m.	41.60	9,616.76	400,057.22
404(1)a	Reinforcing Steel Bar, Grade 40	Kgs.	1,812.88	69.85	126,629.67
404(1)b	Reinforcing Steel Bar, Grade 60	Kgs.	23,256.29	71.10	1,653,522.22
405(1)b3	Structural Concrete, Class A	Cu.m.	187.10	11,224.05	2,100,019.76
405(2)a	Structural Concrete, Class B	Cu.m.	2.30	8,406.14	19,334.12
406(1)c6	Prestressed Structural Concrete Members (Type III-20.00 lm)	Ea.	6.00	676,473.53	4,058,841.18
411(2)	Paint	Sq.m.	159.31	191.04	30,434.58
412(1)	Elastomeric Bearing Pad (Duro 60)	Ea.	12.00	8,333.33	99,999.96
413(4)f	Expansion Joint (Rubber Multiplex Expansion Joint)	Lm.	41.60	22,396.50	931,694.40
PART G DRAINAGE AND SLOPE PROTECTION STRUCTURES					
510(1)	Bed Course Granular Material Concrete	Cu.m.	151.48	1,095.01	165,872.11
510(2)	Concrete Slope Protection	Cu.m.	198.10	6,020.73	1,192,706.61
PART H MISCELLANEOUS STRUCTURES					
603(3)a1	Metal Guardrail (Metal Beam), Including Post	Lm.	100.00	3,476.47	347,647.00
603(4)b	Metal Beam End Piece, Bull Nose	Ea.	4.00	8,323.09	33,292.36
612(1)	Reflectorized Thermoplastic Pavement Markings (White)	Sq.m.	54.00	1,231.74	66,513.96
612(2)	Reflectorized Thermoplastic Pavement Markings (Yellow)	Sq.m.	54.00	1,286.56	69,474.24
625(1)c1	Delineator	Ea.	74.00	1,350.52	99,938.48
					22,795,439.32

APEIRON CONSTRUCTION SOLUTIONS
By:

JOSE MARI RAFAEL S. RODRIGUEZ
President

LEONARD F. CARTAGENA
Accountant III
(Witness)

Republic of the Philippines
(DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS)
By:

MINDA ROSLINDA
District Engineer

Witness

Department of Public Works and Highways


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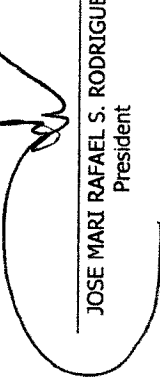
Republic of the Philippines
(DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS)

By:


MINDA ROSLINDA
District Engineer


LEONARD F. CARTAGENA
Accountant III
(Witness)

APEIRON CONSTRUCTION SOLUTIONS
By:


JOSE MARI RAFAEL S. RODRIGUEZ
President


Witness

5. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employees of the ENTITY (or any Philippine Government Instrumentally) to secure the contract.
6. 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 contracting party.
7. The CONTRACTOR shall likewise regularly present within the duration of the contract, tax clearance from BIR as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with tax payments made thereon.
8. The CONTRACTOR shall comply with a valid instruction of the ENTITY and proceed expeditiously and without delay, however, a slippage of more than 30 days from the original schedule due to the fault of the former would result a non-payment, cancellation of contract, blacklisting of the erring contractor and the entry of new contractor who will finish the project.

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

_____) S.S
_____)

[Signature]
Witness

BEFORE ME, as the Notary Public for and within the City of Tagum, personally appeared:

NAME COMM. TAX CERT. NO. DATE/PLACE ISSUED

MINDA R. ROSLINDA 30623458 January 24, 2020- Nabunturan
District Engineer

JOSE MARI RAFAEL S. RODRIGUEZ
President

Known to me to be the same person who executed the foregoing instrument which consists of six (6) pages, including this page, on which this Acknowledgement is written and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, this 17th day of July, 2020 in the City of Tagum, Philippines.

APEIRON CONSTRUCTION SOLUTIONS
By:

[Signature]
JOSE MARI RAFAEL S. RODRIGUEZ
President

[Signature]
LEONARD F. CARTAGENA
Accountant III
(Witness)

Notary Public:

JOSHUA D. PAGNICAN
NOTARY PUBLIC

Notarial Commission Serial No. 2020-051-2021
Commission Expires on December 31, 2021
Roll of Attorneys No. 62778
IBP No. 096736 - 12-06-2019
PTR No. 3386794C - 12-13-2019
Door 6, 2nd Floor, Malayan House Bldg.,
Lanang, Davao City, Philippines

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Book No.. 25

Series of 2020

Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

[Signature]
MINDA ROSLINDA
District Engineer

Department of Public Works and Highways


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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:**

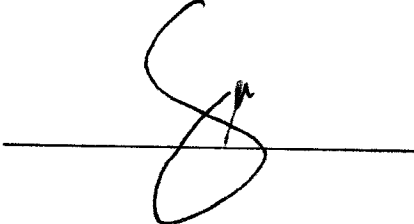

MINDA M. ROSLINDA
District Engineer

**CONTRACTOR:
Represented by:**


JOSE MARI RAAEL S. RODRIGUEZ
President

Witnessed by:


LEONARD F. CARTAGENA
Accountant III



Special Conditions of the Contract

GCC Clause	
1.19	The Intended Completion Date is March 11, 2021
1.24	The Procuring Entity: Department of Public Works and Highways, Davao del Norte District Engineering Office, Tagum City
1.25	The Procuring Entity's Representative: Minda R. Roslinda, District Engineer, Davao del Norte District Engineering Office-Km. 48, Tagum City
1.26	The Site Located at Davao del Norte with the Contract ID No.: 20LC0154: Tanglaw Bridge 2 (B00187MN) along Tagum-Panabo Circufenrential Rd., Davao del Norte and is defined in Drawings No. _____.
1.30	The Start Date: July 23, 2020 – 232 C.D.
1.33	The Works consist of Widening of Bridge
2.2	<i>If different dates are specified for completion of the Works by section ("sectional completion"), these dates should be listed here:</i>
5.1	The Procuring Entity shall give possession of the Site to the Contractor on _____.
6.5	The Contractor shall employ the following Key Personnel: Project Engineer, Materials Engineer (DPWH Accredited), Foreman and Safety and Health Officer (Certified by DOLE).
7.4 c	No further instructions.
10.0	The Site Investigation Reports are: None
12.3	No further instructions.
12.5	Semi-Permanent Structures: Five (5) years Concrete roads, asphalt roads, river control, drainage, irrigation
29.1	No dayworks are applicable to the contract.
34.3	The Funding Source is the <i>Government of the Philippines</i>
39.1	The amount of the advance payment is 15% of the contract price.
40.2	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
50.1	The date by which the As-Built Drawings and/or Operating and Maintenance Manuals are required is upon completion date.
50.2	The amount to be withheld for failing to supply the As-Built Drawings and/or Operating and Maintenance Manuals by the date required is Php-5,119,535.00