

Department of Public Works and Highways

Contract ID : 20LC0152

Contract Name : Jct. Tagum City Bypass Rd. — San Agustin — New Bohol, New Corella Leading to Matin-ao Inland Resorts, New Corella, Davao del Norte

Location of the Contract : New Corella, 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-

E.P. MANANTAN CONSTRUCTION AND DEVELOPMENT CORPORATION, a corporation, organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at 52 Purok Mahogany, Rabe Subd., Visayan Village, Tagum City represented herein by MARITES S. MANANTAN, Authorized Managing Officer 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 20LC0152: Jct. Tagum City Bypass Rd. — San Agustin — New Bohol, New Corella Leading to Matin-ao Inland Resorts, New Corella, 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 Seven Million Eight Hundred Nine Thousand Nine Hundred Ninety Pesos and 26/100 Centavos only (Php 7,809,990.26)

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:

E. P. MANANTAN CONSTRUCTION AND DEVELOPMENT CORPORATION By:

Signature of Marites S. Manantan, Authorized Managing Officer

Witness

Signature of witness

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

Signature of Minda R. Roslinda, District Engineer

LEONARD F. CARTAGENA Accountant III (Witness)

Signature of Leonard F. Cartagena

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)

- 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**.

E. P. MANANTAN CONSTRUCTION AND DEVELOPMENT CORPORATION

By:


  
 MARITES S. MANANTAN  
 Authorized Managing Officer

Witness



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

By:

  
 LEONARD F. CARTAGENA  
 Accountant III  
 (Witness)

  
 MIRINDA R. ROSLINDA  
 District Engineer

**Department of Public Works and Highways**

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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 (₱)
<b>PART B OTHER GENERAL REQUIREMENTS</b>					
B.4(1)	Construction Survey and Staking	Km.	0.26	39,629.81	10,303.75
B.5	Project Billboard and Signboard	Ea.	4.00	5,896.80	23,587.20
B.7(2)	Occupational Safety and Health Program	Ls	1.00	62,438.40	62,438.40
*B.8(2)	Traffic Management	Ls	1.00	77,695.73	77,695.73
B.9	Mobilization and Demobilization	Ls	1.00	50,400.00	50,400.00
<b>PART C EARTHWORKS</b>					
102(1)	Unsuitable Excavation	Cu.m.	187.00	174.37	32,607.19
103(6)a	Pipe Culvert & Drain Excavation (Common Soil)	Cu.m.	20.00	116.25	2,325.00
104(1)a	Embankment from Roadway Excavation (Common Soil)	Cu.m.	126.00	252.86	31,860.36
104(2)a	Embankment from Borrow (Common Soil)	Cu.m.	2,786.00	670.27	1,867,372.22
105(1)a	Subgrade Preparation (Common Material)	Sq.m.	115.00	20.68	2,378.20
<b>PART D SUBBASE AND BASE COURSE</b>					
200(1)	Aggregate Subbase Course	Cu.m.	325.00	724.53	235,472.25
<b>PART E SURFACE COURSE</b>					
300(1)	Gravel Surface Course	Cu.m.	127.00	1,096.24	139,222.48
311(1)c1	PCC Pavement (Unreinforced) 0.23m. thk.	Sq.m.	1,715.20	1,746.87	2,996,231.42
<b>PART G DRAINAGE AND SLOPE PROTECTION STRUCTURES</b>					
500(1)b5	Pipe Culverts, 1220 mm dia., Class IV RCPC	Lm.	8.00	9,570.36	76,562.88
500(1)b6	Pipe Culverts, 1520 mm dia., Class IV RCPC	Lm.	16.00	10,666.56	170,664.96
504(2)e	Removing, Cleaning and Re-laying Salvaged Culvert Pipe (1220mm. dia.)	Lm.	8.00	2,505.96	20,047.68
506(1)	Stone Masonry	Cu.m.	37.74	5,049.58	190,571.15
<b>PART H MISCELLANEOUS STRUCTURES</b>					
603(3)a1	Metal Guardrail (Metal Beam), Including Post	Lm.	512.00	3,492.44	1,788,129.28
612(1)	Reflectorized Thermoplastic Pavement Markings (White)	Sq.m.	63.80	503.45	32,120.11
					<b>7,809,990.26</b>

E. P. MANANTAN CONSTRUCTION AND DEVELOPMENT CORPORATION

By:

  
MARITES S. MANANTAN  
Authorized Managing Officer

Witness



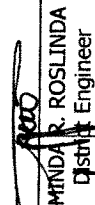
Witness



LEONARD F. CARTAGENA  
Accountant III  
(Witness)

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

By:

  
MINDAR ROSLINDA  
District Engineer

Department of Public Works and Highways

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

By:

  
MINDA R. ROSLINDA  
District Engineer

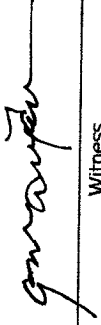
  
LEONARD F. CARTAGENA  
Accountant III  
(Witness)

E. P. MANANTAN CONSTRUCTION AND  
DEVELOPMENT CORPORATION

By:

  
MARITES S. MANANTAN  
Authorized Managing Officer

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)
Tagum City S.S

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

Table with 3 columns: NAME, COMM. TAX CERT. NO., DATE/PLACE ISSUED. Rows include MINDA R. ROSLINDA and MARITES S. MANANTAN.

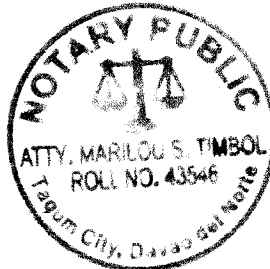
Known to me to be the same person who executed the foregoing instrument which consists of six (6) pages, including this page, on which this Acknowledgement is written and acknowledged to me that the same is their free and voluntary act and deed.

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

Notary Public information for ATTY. MARILOU S. TIMBOL, Notary Public, Commission Expires September 31, 2020.

Notary Public:

Doc. No., Page No., Book No., Series of 2020



E. P. MANANTAN CONSTRUCTION AND DEVELOPMENT CORPORATION By: Marites S. Manantan, Authorized Managing Officer

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**

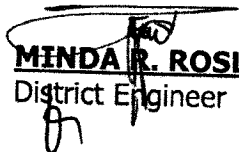
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**IN WITNESS WHEREOF**, the parties hereto set their respective hands on the day, month and year first above written.

**PROCURING ENTITY:**  
**Represented by:**

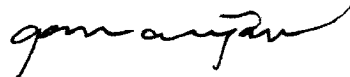
  
**MINDA R. ROSLINDA**  
District Engineer

**CONTRACTOR:**  
**Represented by:**

  
**MARITES S. MANANTAN**  
Authorized Managing Officer

**Witnessed by:**

  
**LEONARD F. CARTAGENA**  
Accountant III

  
\_\_\_\_\_

### Special Conditions of the Contract

GCC Clause	
1.19	The <b>Intended Completion Date</b> is October 20, 2020.
1.24	The <b>Procuring Entity:</b> Department of Public Works and Highways, Davao del Norte District Engineering Office, Tagum City
1.25	The <b>Procuring Entity's Representative: Minda R. Roslinda, District Engineer,</b> Davao del Norte District Engineering Office-Km. 48, Tagum City
1.26	The <b>Site Located</b> at Davao del Norte with the <b>Contract ID No.: 20LC0152:</b> Jct. Tagum City Bypass Rd. - San Agustin - New Bohol, New Corella Leading to Matin-ao Inland Resorts, New Corella, Davao del Norte and is defined in Drawings No. _____.
1.30	The <b>Start Date:</b> July 23, 2020 – 90 C.D.
1.33	The <b>Works</b> consist of Construction of PCCP
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 <b>Key Personnel:</b> 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 <b>Php-780,999.02</b>