

Department of Public Works and Highways (DPWH)

Contract ID : 20L0-0094  
Contract Name : Construction of Sarangani Municipal Police Station, Sarangani, Davao Occidental  
Location of the Contract : Davao Occidental

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT AGREEMENT, made this JUL 22 2020 day of JULY 2020, by and between:

The **GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES** through the Department of Public Works and Highways (DPWH), Regional Office XI, represented herein by **ALLAN S. BORROMEO, CESO IV**, Regional Director, duly authorized for this purpose, with main office address at R. Magsaysay Avenue, Davao City, hereinafter referred to as the "**PROCURING ENTITY**";

-and-

**RELY CONSTRUCTION AND SUPPLY**, a single proprietorship organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at Km. 7 Tigatto Road, Buhangin, Davao City, represented herein by **RENATO R. CASTAÑEDA**, Owner, 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 **Contract ID: 20L0-0094: Construction of Sarangani Municipal Police Station, Sarangani, Davao Occidental**, 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, a total Contract price of **Eight Million Eight Hundred Forty Nine Thousand Six Hundred Thirty One Pesos and 79/100 (Php 8,849,631.79)** to be completed within **Two Hundred Ten (210) calendar days**.

**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 meaning 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:
    - (1) Notice of Award (NOA) with the **CONTRACTOR**'s signed "conforme" (Annex "D")
    - (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 (Annex "B")
    - (3) Bidding Documents with Bid Bulletins
    - (4) Specifications
    - (5) Drawings
    - (6) Special Conditions of Contract (SCC)
    - (7) General Conditions of the Contract (GCC)
    - (8) Performance Security (Annex "E")
    - (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 & (Annex "G")
      - (c) Manpower Schedule
      - (d) Equipment Utilization Schedule
      - (e) Construction Safety and Health Program initially approved by the Head of the Procuring Entity
      - (f) Contractors' All Risk Insurance (CARI)



# Department of Public Works and Highways (DPWH)

Contract ID : 20L0-0094  
 Contract Name : Construction of Sarangani Municipal Police Station, Sarangani, Davao Occidental  
 Location of the Contract : Davao Occidental

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.

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

| Item No.  | Description  | Qty.     | Unit  | Unit Cost (P) | Total Amount (P) |
|---|--|----------|-------|---------------|------------------|
| <b>Part II : OTHER GENERAL REQUIREMENT</b>                                  |  |          |       |               |                  |
| A.1.1(3)  | Construction of Field Office for the Engineer            | 1.00     | L.s.  | 134,000.00    | 134,000.00       |
| B.3   | Permits and Clearances                                   | 1.00     | L.s.  | 40,200.00     | 40,200.00        |
| B.5   | Project Billboard/Sign Board                             | 1.00     | Each  | 12,791.64     | 12,791.64        |
| B.7(2)  | Occupational Safety and Health Program                   | 1.00     | L.s.  | 72,360.00     | 72,360.00        |
| B.9   | Mobilization/Demobilization                              | 1.00     | L.s.  | 74,370.00     | 74,370.00        |
| B.19  | Geotechnical Information                                 | 40.00    | Ln.m. | 6,700.00      | 268,000.00       |
| B.20  | Temporary Fence  | 1.00     | L.s.  | 871.00        | 871.00           |
| <b>Part III : CIVIL, MECHANICAL, ELECTRICAL AND SANITARY/PLUMBING WORKS</b> |  |          |       |               |                  |
| <b>Part A : EARTHWORK</b>   |  |          |       |               |                  |
| 800(1)  | Clearing and Grubbing                                    | 300.00   | Sq.m. | 7,370.00      | 2,211,000.00     |
| 801(1)  | Removal of Structures and Obstruction                    | 1.00     | L.S.  | 14,070.00     | 14,070.00        |
| 803(1)a   | Structure Excavation (Common Soil)                       | 173.42   | Cu.m. | 1,798.24      | 311,850.78       |
| 804(1)a   | Embankment (From Roadway/Structure Excavation)           | 273.00   | Cu.m. | 244.20        | 66,666.60        |
| 804(1)b   | Embankment (From Borrow)                                 | 58.00    | Cu.m. | 3,301.48      | 191,485.84       |
| 804(4)  | Gravel Fill  | 20.25    | Cu.m. | 1,320.00      | 26,730.00        |
| <b>Part B : PLAIN AND REINFORCED CONCRETE WORK</b>                          |  |          |       |               |                  |
| 900(1)c2  | Structural Concrete (Footings and Slab on Fill)          | 52.00    | Cu.m. | 2,077.00      | 108,004.00       |
| 900(1)c3  | Structural Concrete (Footing Tie Beams)                  | 6.00     | Cu.m. | 6,103.70      | 36,622.20        |
| 900(1)c4  | Structural Concrete (Columns)                            | 20.00    | Cu.m. | 3,350.00      | 67,000.00        |
| 900(1)c5  | Structural Concrete (Suspended Slab)                     | 35.00    | Cu.m. | 8,114.66      | 284,013.10       |
| 900(1)c6  | Structural Concrete (Beams and Girders)                  | 22.00    | Cu.m. | 3,350.00      | 73,700.00        |
| 902(1)a   | Reinforcing Steel (Deformed), Grade 40                   | 9,473.35 | Kg.   | 73.70         | 698,185.90       |
| 902(1)b   | Reinforcing Steel (Deformed), Grade 60                   | 9,321.48 | Kg.   | 80.40         | 749,446.99       |
| 903(1)  | Formworks and Falseworks                                 | 1.00     | L.s.  | 536.00        | 536.00           |
| <b>Part C : FINISHINGS AND OTHER CIVIL WORKS</b>                            |  |          |       |               |                  |
| <b>1. Termite Control Work</b>  |  |          |       |               |                  |
| 1000(1)   | Soil Poisoning   | 12.00    | Liter | 469.00        | 5,628.00         |
| <b>2. Storm Drainage and Sewerage System</b>                                |  |          |       |               |                  |
| 1001(5)b  | Catch Basin  | 10.00    | Each  | 2,077.00      | 20,770.00        |
| 1001(9)   | Storm Drainage and Downspout                             | 1.00     | L.s.  | 40,200.00     | 40,200.00        |
| 1001(11)  | Septic Vault (Concrete/CHB)                              | 1.00     | L.s.  | 2,010.00      | 2,010.00         |
| <b>3. Plumbing</b>  |  |          |       |               |                  |
| 1002(4)   | Plumbing Fixtures  | 1.00     | L.S.  | 194,301.34    | 194,301.34       |
| 1002(24)  | Cold Water Lines   | 1.00     | L.S.  | 114,570.00    | 114,570.00       |
| 1002(27)  | Plumbing Works   | 1.00     | L.S.  | 34,170.00     | 34,170.00        |
| <b>4. Hardware, Doors, Windows and Frames</b>                               |  |          |       |               |                  |
| 1004(2)   | Finishing Hardware                                       | 1.00     | L.S.  | 114,570.00    | 114,570.00       |
| 1005(1)   | Residential Casement (Steel) with Welded Wire Mesh Panel | 30.38    | Sq.m. | 2,010.00      | 61,063.80        |

For the Contractor

*NORA M. S. MAYAS*

Witnesses :

For the Entity

Subject to the provisions of Executive Order No. 91, s. 2019

*MARIA MONALISSA M. REYES*  
Accountant IV

RELY CONSTRUCTION AND SUPPLY  
BY:

*RENATO R. CASTAÑEDA*  
Owner

DEPARTMENT OF PUBLIC WORKS  
AND HIGHWAYS - REGION XI  
BY:

*ALLAN S. BORRAMEO, CESO IV*  
Regional Director



# Department of Public Works and Highways (DPWH)

Contract ID : 20LO-0094  
 Contract Name : Construction of Sarangani Municipal Police Station, Sarangani, Davao Occidental  
 Location of the Contract : Davao Occidental

| Item No.                         | Description  | Qty.     | Unit  | Unit Cost (P) | Total Amount (P)        |
|----------------------------------|--|----------|-------|---------------|-------------------------|
| 1005(4)                          | Awning Ventilator  | 3.33     | Sq.m. | 1,943.00      | 6,470.19                |
| 1006(2)                          | Flush Door   | 5.46     | Sq.m. | 2,010.00      | 10,974.60               |
| 1006(3)                          | Grille Door  | 41.51    | Sq.m. | 442.20        | 18,355.72               |
| 1007(1)b                         | Aluminum Framed Glass Door (Swing Type)                          | 8.75     | Sq.m. | 442.20        | 3,869.25                |
| 1008(1)d                         | Aluminum Glass Windows (Fixed Type)                              | 1.92     | Sq.m. | 442.20        | 849.02                  |
| 1010(1)                          | Frames (Jambs, Sills, Head, Transoms and Mullions)               | 10.00    | Set   | 2,479.00      | 24,790.00               |
| 1010(2)a                         | Doors – Flush  | 4.41     | Sq.m. | 1,943.00      | 8,568.63                |
| 1010(2)b                         | Doors – Wood Panel   | 13.02    | Sq.m. | 1,943.00      | 25,297.86               |
| 1044(1)b                         | Folding Partition – Steel/Aluminum                               | 10.40    | Sq.m. | 1,943.00      | 20,207.20               |
| <b>5. Finishing and Painting</b> |  |          |       |               |                         |
| 1016(1)a                         | Waterproofing (Cement Base)                                      | 105.00   | Sq.m. | 201.00        | 21,105.00               |
| 1018(2)                          | Unglazed Tiles   | 15.00    | Sq.m. | 1,005.00      | 15,075.00               |
| 1018(5)                          | Glazed Tiles   | 75.00    | Sq.m. | 938.00        | 70,350.00               |
| 1027(1)                          | Cement Plaster Finish  | 1,152.17 | Sq.m. | 164.82        | 189,900.66              |
| 1032(1)c                         | Painting Works (Steel)   | 46.97    | Sq.m. | 308.20        | 14,476.15               |
| <b>6. Masonry Works</b>          |  |          |       |               |                         |
| 1046(2)a1                        | CHB Non Load Bearing (including Reinforcing Steel) 100 mm        | 258.60   | Sq.m. | 475.70        | 123,016.02              |
| 1046(2)a2                        | CHB Non Load Bearing (including Reinforcing Steel) 150 mm        | 317.49   | Sq.m. | 670.00        | 212,718.30              |
| <b>7. Metal Structures</b>       |  |          |       |               |                         |
| 1051(5)                          | Metal Railing  | 169.00   | Ln.m. | 469.00        | 79,261.00               |
| <b>Part D : ELECTRICAL</b>       |  |          |       |               |                         |
| 1100(10)                         | Conduits, Boxes & Fittings (Conduits Works/Conduits Roughing-in) | 1.00     | L.s.  | 127,970.00    | 127,970.00              |
| 1101(33)                         | Wires and Wiring Devices   | 1.00     | L.s.  | 1,005,000.00  | 1,005,000.00            |
| 1102(1)                          | Panelboard with Main & Branch Breakers                           | 1.00     | L.s.  | 341,700.00    | 341,700.00              |
| 1102(11)                         | Pole Mounted Transformer (OISC), With Complete Accessories       | 1.00     | L.s.  | 127,970.00    | 127,970.00              |
| 1103(1)                          | Lighting Fixtures and Lamps                                      | 1.00     | L.s.  | 372,520.00    | 372,520.00              |
| <b>GRAND TOTAL =</b>             |  |          |       |               | <b>Php 8,849,631.79</b> |

- 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 the CONTRACT AGREEMENT at the times and in the manner prescribed by this CONTRACT AGREEMENT.
- Unjustified SLIPPAGE of more than 30 days in the original schedule would result in non-payment, the cancellation of the CONTRACT, blacklisting of the erring CONTRACTOR, and the entry of a NEW CONTRACTOR who will finish the project.
- 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 Instrumentality) to secure this contract.
- 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.

For the Contractor  
 NORA MAES MAYAS

Witnesses :  
 For the Entity  
 Subject to the provisions of  
 Executive Order No. 91, s. 2019  
 MARIA MONALISSA M. REYES  
 Accountant IV

RELY CONSTRUCTION AND SUPPLY  
 BY:  
 RENATO R. CASTAÑEDA  
 Owner

DEPARTMENT OF PUBLIC WORKS  
 AND HIGHWAYS – REGION XI  
 BY:  
 ALLAN S. BORRAMEO, CESO IV  
 Regional Director



**Department of Public Works and Highways (DPWH)**

Contract ID : 20LO-0094  
Contract Name : Construction of Sarangani Municipal Police Station, Sarangani, Davao Occidental  
Location of the Contract : Davao Occidental

8. The CONTRACTOR shall likewise regularly present within the duration of the contract, a tax clearance from the 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.
9. The government hereby adopts the Cash Budgeting System (CBS) in accordance with provisions of Executive Order 91, s. 2019, effective 01 January 2019. Accordingly, the following are hereby directed:
  - a) All authorized appropriations shall be available for obligation and disbursement only until the end of each fiscal year (FY);
  - b) Obligations incurred by the National Government within each FY shall be implemented during the same FY. Goods and services corresponding to said obligations shall be delivered or rendered, inspected and accepted by the end of each FY; and
  - c) Payments for obligations incurred shall be made until the end of the extended payment period (EPP), which shall be three (3) months after the end of the validity of appropriations against which they were obligated, unless another period has been determined by the Department of Budget and Management (DBM), upon consultation with relevant agencies.

Appropriations covering financial subsidy to local government units (LGUs) shall be available for obligation and disbursement until the end of succeeding FY. On the other hand, appropriations for the statutory share of LGUs shall be available for obligation and disbursement until fully expended.

All funds transferred between or among government agencies and LGUs shall not be considered disbursed under this Section, until the transferred amounts have been actually utilized to pay for goods delivered and service rendered, inspected and accepted.

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

**PROCURING ENTITY:**

**Represented by:**

**ALLAN S. BORRAMEO, CESO IV**  
Regional Director

**Witnesses :**

Subject to the provisions of Executive  
Order No. 91, s. 2019

**MARIA MONALISSA M. REYES**  
Accountant IV

**CONTRACTOR:**

**Represented by:**

**RENATO R. CASTAÑEDA**  
Owner

**Witnesses :**

**NORA MAE S. MAY-AS**

Department of Public Works and Highways (DPWH)

Contract ID : 20L0-0094  
Contract Name : Construction of Sarangani Municipal Police Station, Sarangani, Davao Occidental  
Location of the Contract : Davao Occidental

**ACKNOWLEDGMENT**

Republic of Philippines)  
City of \_\_\_\_\_ ) .....

Before me, a Notary Public for and in the City of Davao, personally appeared:

| NAME                       | COMM. TAX CERT. NO. | DATE/PLACE ISSUED                  |
|----------------------------|---------------------|------------------------------------|
| <u>ALLAN S. BORROMEO</u>   | <u>08850891</u>     | <u>January 07, 2020/Davao City</u> |
| <u>RENATO R. CASTAÑEDA</u> | _____               | _____                              |

known to me and to me known to be the same persons who executed the foregoing instrument which consist of five (5) pages including this page on which this Acknowledgment is written and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, this JUL 23 day of 2020, 2020 in the City \_\_\_\_\_, Philippines.

Doc. No. 217  
Page No. 44  
Book No. XL  
Series of 2020

**KAREN CATE I. PINTO**  
Notary Public

Until December 31, 2021  
Roll of Attorney's No. 70440  
Notarial Commission No. 2020-160-2021  
PTR OR. No. 3628414C-12/19/2019 Davao City  
IBP OR. No. 102850 01/18/2020 Davao City  
MCLE No. VI 0009775 06/01/2018  
Davao City  
Tel. No. (082) 296 4114

**RENATO R. CASTAÑEDA**  
Owner

**ALLAN S. BORROMEO, CESO IV**  
Regional Director