

**Republic of the Philippines** Department of Public Works : lighways ISABELA CITY DISTRICT ENGINEERING OFFICE **REGION IX** Tabuk, Isabela City, Basilan Province

Contract ID: 25JH0013

**Contract Name:** 

OIC-Chief, Finance Section

Accountant II

SHAFRA B. MANCAO

### CONSTRUCTION OF FLOOD CONTROL STRUCTURE ALONG ISABELA-MALUSO ROAD, BOTH RIVER BANK OF UPSTREAM AND DOWNSTREAM OF THE RIVER, **ISABELA CITY, BASILAN**

Location of the Contract: BASILAN PROVINCE

### CONTRACT AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT AGREEMENT, made this 12th day of FUDRUARY, 2025, by and between:

The GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES through the Department of Public Works and Highways (DPWH) represented herein by SALAM N. ALIMIN, District Engineer, duly authorized for this purpose, with main office address at DPWH Isabela City District Engineering Office, Tabuk, Isabela City, Basilan Province, hereinafter referred to as the "PROCURING ENTITY";

-and-

MMP CONSTRUCTION & SUPPLIES, a single proprietorship/ partnership/ corporation/ joint venture organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at Menzi. Isabela City, Basilan, represented herein by ISMAEL L. COSME, 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. NO.: 25JH0013 - CONSTRUCTION OF FLOOD CONTROL STRUCTURE ALONG ISABELA-MALUSO ROAD. BOTH RIVER BANK OF UPSTREAM AND DOWNSTREAM OF THE RIVER, ISABELA CITY, BASILAN, 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 MINETEEN MILLION FIVE HUNDRED EIGHTY FOUR THOUSAND SIX HUNDRED TWENTY TWO PESOS AND NINETY FIVE CENTAVOS ONLY (19,584,622.95 PHP).

WHEREAS, the whole project as covered by this contract shall be completed within One Hundred Four (104) calendar days including allowances for Sundays and national holidays.

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
  - Documents forming part of the Contract Agreement: b.

SIGNED IN THE PRESENCE OF

(PARTY OF THE FIRST PART) **DPWH**, Isabela City DEO

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MMP COSTRUCTION & SUPPLIES (PARTY OF THE SECOND ŝ



Republic of the Philippines Department of Public Works Highways ISABELA CITY DISTRICT ENGLISE ERING OFFICE REGION IX Tabuk, Isabela City, Basilan Province

#### Contract ID: 25JH0013

## Contract Name: CONSTRUCTION OF FLOOD CONTROL STRUCTURE ALONG ISABELA-MALUSO ROAD, BOTH RIVER BANK OF UPSTREAM AND DOWNSTREAM OF THE RIVER, ISABELA CITY, BASILAN

Location of the Contract: BASILAN PROVINCE

- (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 Components, as calculated by the Procuring Entity and conformed to by the CONTRACTOR through the NOA.
- (3) Instructions to Bidders (ITB) and Bid Data Sheet (BDS)
- (4) Supplemental/Bid Bulletins for Bidding Documents
- (5) Special Conditions of Contract (SCC)
- (6) General Conditions of Contract (GCC)
- (7) Specifications
- (8) Drawings
- (9) 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.



OIC-Chief, Finance Section

(Witness

Accountant II

(A B. MANCAO

(PARTY OF THE FIRST PART) **DPWH, Isabela City DEO** By:

By

Owner/Manager

MAEL



Republic of the Philippines Department of Public Works **Tighways** ISABELA CITY DISTRICT ENGINEERING OFFICE REGION IX Tabuk, Isabela City, Basilan Province

#### Contract ID: 25JH0013

#### Contract Name:

#### CONSTRUCTION OF FLOOD CONTROL STRUCTURE ALONG ISABELA-MALUSO ROAD, BOTH RIVER BANK OF UPSTREAM AND DOWNSTREAM OF THE RIVER. ISABELA CITY, BASILAN

#### Location of the Contract: BASILAN PROVINCE

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

Item No. No.	Description	Quantity	Unit	Unit Cost (Php)	Total Amount (Php)
B.5	Project Billboard/Signboard	2.00	each	6,922.44	13,844.88
B.7(2)	Occupational Safety and Health Program	1.00	lot	282,252.61	282,252.61
B.9	Mobilization/Demobilization	1.00	Ls.	146,160.00	146,160.00
404(1)a	Reinforcing Steel, Grade 40	38,458.27	kg	94.32	3,627,384.03
404(1)b	Reinforcing Steel, Grade 60	1,431.82	kg	102.08	146,160.15
405(1)b3	Structural Concrete, fc'=27.58 Mpa	324.10	cu.m.	11,958.84	3,875,860.04
508(1)	Handlaid Rock Embankment	3,372.24	cu.m.	2,103.73	7,094,282.46
1702(1)b	Structure Excavation	246.58	cu.m.	425.22	104,850.75
1716(6)	Structural Steel Sheet Piles, Furnished (0.40m Wide)	787.50	ln.m.	4,495.36	3,540,096.00
1716(12)	Structural Steel Sheet Piles, Driven	787.50	ln.m.	957.12	753,732.00
	19,584,622.95				

Total Amount in Words:

NINETEEN MILLION FIVE HUNDRED EIGHTY FOUR THOUSAND SIX HUNDRED TWENTY TWO PESOS AND NINETY FIVE CENTAVOS ONLY (19.584,622.95 PHP).

ENTITY under the provisions of this CONTRACT AGREEMENT, at the times and in the manner prescribed by this CONTRACT AGREEMENT.

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

PROCURING ENTITY:

Represented by:

District Engineer

Witnessed by:

JUL-AMIN ALAHUL Engineer)III

Chief, Construction Section

CONTRACTOR:

Represented by Owner/Mapager

SHAIRA B. MANCAO

Accountant II OIC-Chief, Finance Section



Republic of the Philippines Department of Public Works Highways ISABELA CITY DISTRICT ENGINE ERING OFFICE REGION IX Tabuk, Isabela City, Basilan Province

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Location of the Contract: BASILAN PROVINCE

)S.S.

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SHAIRA B. MANCAO Accountant II OIC-Chief, Finance Section (Witness)

Isabela City Zamboanga Peninsula

#### ACKNOWLEDGMENT



(Witness)

BEFORE ME, as the Notary Public for and within the City of Isabela, personally appeared <u>SALAM N. ALIMIN.</u> <u>District Engineer</u>, representing the REPUBLIC OF THE PHILIPPINES (Department of Public Works and Highways), with Residence Certificate No.<u>08172447</u> issued on <u>January 28, 2025</u> at <u>Isabela City</u>, <u>Basitan</u>, and <u>ISMAEL L. COSME</u>. Owner/Manager, representing <u>MMP CONSTRUCTION & SUPPLIES</u> with Residence Certificate No. <u>08167834</u> issued on <u>January 7, 2025</u> at <u>Isabela City</u> known to me to be the same persons who executed the foregoing CONTRACT and AGREEMENT and they acknowledge to me that the same is their true act and deed for and in behalf of the parties they represented.

This instrument consist on four (4) pages, including this page, on which this acknowledgment is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.



IN WITNESS WHEREOF, I have hereunto affixed my signature and official seal this 1311 day of February, 2025.

CEL B. CA STOR-TAN Notary Publi

Until Dacking r31b8025 Roll No. 49698. 05/24/04 PTR No. 9139351. 01/02/2025. Isabela City. Basilan IBP No. 188219 12552024. ZAMBASULTA CHAPTER MCLE COMPLIANCE No. VIII: 0001488. 01/10/23 Roxas Avenue. Isabela City: Basilan Province Issuer Only

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