

CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this MAR 22 2019 day of March 2019 at Tabaco City Philippines by and between

The **City Government of Tabaco** represented herein by the Local Chief Executive, **CIELO KRISSEL LAGMAN-LUISTRO** with office address at Second Floor, Tabaco City Hall, Tabaco City and hereinafter referred to as the **OWNER**

-and-

DSB CONST. & SUPPLY, INC./OMEGA CONST. & SUPPLY (JV), a company duly organized and existing by virtue of the Laws of the Republic of the Philippines with office address at Karangahan Blvd., Bangkilingan, Tabaco City, represented herein by its JV authorized representative, **OMAR C. OCFEMIA**, hereinafter referred to as the **CONTRACTOR**.

WITNESSETH:

WHEREAS, the OWNER is desirous that certain works, **Construction of Various Public Buildings (Cluster 2), Various Barangays, Tabaco City under Contract ID No. 003-02-2019-INFRA**, should be executed by the CONTRACTOR, and has accepted the Bid of the CONTRACTOR for the execution and completion of such works and remedying of any defects therein;

WHEREAS, the above-mentioned project has been undertaken through Public Bidding last March 07, 2019;

WHEREAS, the total amount of award for the completion of the works is **Thirty-Nine Million Six Hundred Forty-Nine Thousand One Hundred Forty-Four Pesos and Forty-Five Centavos (Php 39,649,144.45)**.

WHEREAS, the whole WORKS in this PROJECT as covered by this CONTRACT shall be completed within **240 calendar days** in accordance with the provisions of the Bid Documents.

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 are attached and made integral parts of this Contract.
 - a. Approved Program of Work
 - b. Contract Agreement
 - c. Bidding Documents
 - d. Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted
 - e. Performance Security
 - f. Notice of Award
 - g. Other Contract Documents required by existing laws, including but not limited to the Construction Safety Health Program Approved by the DOLE.
3. That in consideration of the Payments to be made by the OWNER to the CONTRACTOR as hereinafter mentioned the CONTRACTOR hereby covenants with the OWNER to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of this CONTRACT.
4. That the OWNER hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the WORKS at the unit prices agreed in the TENDER, at the time in the manner prescribed by the CONTRACT and specified in the BID. It 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 performed in accordance with the plans and specifications and accepted by the OWNER.

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

Item No.	Description of Work to be Done	Quantity	Unit	Unit Price (Php)	Amount
I.	Construction of One (1) Unit - Two (2) Classroom Emergency Evacuation Center, Brgy. Sagurong, San Miguel Island, Tabaco City				
	I. Earth Works				
	a. Structure Excavation	253.85	cu.m.	362.96	92,137.40
	b. Embankment (from Structure Excavation)	216.12	cu.m.	341.06	73,709.89
	c. Embankment (from Common Borrow)	137.09	cu.m.	2,415.60	331,154.60
	d. Gravel Bedding	13.59	cu.m.	11,747.14	159,643.63
	II. Concrete Works	117.45	cu.m.	8,350.45	980,760.35
	III. Reinforcing Steel	17,686.36	kgs	95.54	1,689,754.83
	IV. Formworks	768.60	sq.m.	843.14	648,037.40
	V. Masonry Works	532.20	sq.m.	2,121.68	1,129,158.10
	VI. Cement Plaster Finish	1,137.98	sq.m.	242.93	276,449.48
	VII. Cement Floor Finish	73.07	sq.m.	311.34	22,749.61
	VIII. Tile Works	203.13	sq.m.	1,555.41	315,950.43
	IX. Doors and Windows	46.14	sq.m.	7,168.91	330,773.51
	X. Railings	10.78	LM	8,311.18	89,594.52
	XI. Ceiling Works	230.00	sq.m.	833.22	191,640.60
	XII. Plumbing Works	1.00	lot	348,175.33	348,175.33
	XIII. Electrical Works	1.00	lot	242,121.38	242,121.38
	XIV. Painting Works	1,137.98	sq.m.	311.27	354,219.03
	XV. Waterproofing Works	230.00	sq.m.	1,557.48	358,220.40
	XVI. Bunkhouse and Other Facilities	6.00	months	5,528.25	33,169.50
	XVI. Project Billboard/Signboard	1.00	lot	3,452.09	3,452.09
	XVII. Occupational Construction Safety and Health	6.00	months	14,895.56	89,373.36
			Subtotal		7,760,245.46
II.	Construction of San Miguel RHU/CHO II, Brgy. Hacienda, San Miguel Island, Tabaco City				
	I. Earth Works				
	a. Structure Excavation	558.95	cu.m.	211.30	118,106.14
	b. Embankment (from Structure Excavation)	483.76	cu.m.	249.58	120,736.82
	c. Embankment (from Common Borrow)	227.70	cu.m.	1,422.84	323,980.67
	d. Gravel Bedding	23.81	cu.m.	3,716.46	88,488.91
	II. Concrete Works	187.25	cu.m.	8,503.42	1,592,265.40
	III. Reinforcing Steel	21,037.28	kgs	79.80	1,678,774.94
	IV. Formworks	1,030.83	sq.m.	451.08	464,986.80
	V. Masonry Works	1,173.14	sq.m.	1,684.55	1,976,212.99
	VI. Cement Plaster Finish	2,463.87	sq.m.	233.90	576,299.19
	VII. Cement Floor Finish	823.14	sq.m.	276.87	227,902.77
	VIII. Doors and Windows	114.04	sq.m.	4,868.11	555,159.26
	IX. Roof Framing Works	176.00	sq.m.	8,549.10	1,504,641.60
	X. Roofing Works	499.84	sq.m.	1,304.37	651,976.30
	XI. Plumbing Works	1.00	lot	592,258.62	592,258.62
	XII. Electrical Works	1.00	lot	1,912,338.38	1,912,338.38
	XIII. Bunkhouse and Other Facilities	6.00	months	5,528.25	33,169.50
	XIV. Project Billboard/Signboard	1.00	lot	3,452.09	3,452.09
	XV. Occupational Construction Safety and Health	6.00	months	14,895.56	89,373.36
			Subtotal		12,510,123.74

III. Construction of Multi-Purpose Center at Bankilingan, Tabaco City						
	I.	Earthworks				
	a.	Removal of Structures and Obstruction	78.00	sq.m.	400.68	31,253.04
	b.	Structure Excavation	132.29	cu.m	243.49	32,211.29
	c.	Embankment (from Structure Excavation)	115.67	cu.m	116.83	13,513.73
	d.	Embankment (from Common Borrow)	44.85	cu.m	1,717.98	77,051.40
	e.	Gravel Bedding	6.04	cu.m	4,783.83	28,894.33
	II.	Concrete Works	64.34	cu.m	8,346.85	537,036.33
	III.	Reinforcing Steel Bars	9,099.00	kgs	80.78	735,017.22
	IV.	Formworks	580.10	sq.m.	585.87	339,863.19
	V.	Masonry Works	412.09	sq.m.	1,678.20	691,569.44
	VI.	Cement Plaster Finish	854.18	sq.m.	200.47	171,237.46
	VII.	Doors and Windows	32.38	sq.m.	6,639.52	214,987.66
	VIII.	Railings	157.20	ln.m.	996.63	156,670.24
	IX.	Ceiling Works	109.05	sq.m.	983.79	107,282.30
	X.	Roof Framing Works	36.00	sq.m.	4,665.30	167,950.80
	XI.	Roofing Works	36.00	sq.m.	1,351.01	48,636.36
	XII.	Plumbing Works	1.00	lot	178,546.50	178,546.50
	XIII.	Electrical Works	1.00	lot	91,192.78	91,192.78
	XIV.	Painting Works	824.18	sq.m.	157.26	129,610.55
	XVI.	Bunkhouse and Other Facilities	6.00	months	5,528.25	33,169.50
	XVII.	Project Billboard/Signboard	1.00	unit	3,452.09	3,452.09
	XVIII.	Occupational Construction Safety and Health	6.00	months	14,895.56	89,373.36
					Subtotal	3,878,519.56
IV. Construction Of Multi-Purpose Hall Building, Brgy. Salvacion, Tabaco City						
	I.	Earthworks				
	a.	Structure Excavation	175.76	cu.m	213.81	37,579.25
	b.	Embankment (from Structure Excavation)	151.44	cu.m	203.13	30,762.01
	c.	Embankment (from Common Borrow)	40.25	cu.m	1,068.26	42,997.47
	d.	Gravel Bedding	7.62	cu.m	2,221.62	16,928.74
	II.	Concrete Works	63.51	cu.m	8,267.06	525,040.98
	III.	Reinforcing Steel Bars	10,273.07	kgs	82.21	844,549.08
	IV.	Formworks	482.54	sq.m.	579.45	279,607.80
	V.	Masonry Works	234.06	sq.m.	1,646.67	385,419.58
	VI.	Cement Plaster Finish	698.63	sq.m.	229.38	160,251.75
	VII.	Tile Works	135.05	sq.m.	1,428.35	192,898.67
	VIII.	Doors and Windows	32.25	sq.m.	5,408.07	174,410.26
	IX.	Railings	21.26	sq.m.	3,713.24	78,943.48
	X.	Ceiling Works	114.39	sq.m.	1,433.17	163,940.32
	XI.	Roof Framing Works	76.00	sq.m.	3,877.36	294,679.36
	XII.	Roofing Works	76.00	sq.m.	1,568.28	119,189.28
	XIII.	Plumbing Works	1.00	lot	79,014.66	79,014.66
	XIV.	Electrical Works	1.00	lot	87,313.18	87,313.18
	XV.	Painting Works	698.63	sq.m.	337.15	235,543.10
	XVI.	Bunkhouse and Other Facilities	6.00	months	5,528.25	33,169.50
	XVII.	Project Billboard/Signboard	1.00	months	3,452.09	3,452.09
	XVIII.	Occupational Construction Safety and Health	6.00	months	14,895.56	89,373.36
					Subtotal	3,875,063.92

V.	Construction of Multi-Purpose Hall Building, Brgy. San Roque, Tabaco City					
	I.	Earthworks				
	a.	Structure Excavation	175.76	cu.m	213.81	37,579.25
	b.	Embankment (from Structure Excavation)	151.44	cu.m	203.13	30,762.01
	c.	Embankment (from Common Borrow)	40.25	cu.m	1,068.26	42,997.47
	d.	Gravel Bedding	7.62	cu.m	2,221.62	16,928.74
	II.	Concrete Works	63.51	cu.m	8,267.06	525,040.98
	III.	Reinforcing Steel Bars	10,273.07	kgs	82.21	844,549.08
	IV.	Formworks	482.54	sq.m.	579.45	279,607.80
	V.	Masonry Works	234.06	sq.m.	1,646.67	385,419.58
	VI.	Cement Plaster Finish	698.63	sq.m.	229.38	160,251.75
	VII.	Tile Works	135.05	sq.m.	1,428.35	192,898.67
	VIII.	Doors and Windows	32.25	sq.m.	5,408.07	174,410.26
	IX.	Railings	21.26	sq.m.	3,713.24	78,943.48
	X.	Ceiling Works	114.39	sq.m.	1,433.17	163,940.32
	XI.	Roof Framing Works	76.00	sq.m.	3,877.36	294,679.36
	XII.	Roofing Works	76.00	sq.m.	1,568.28	119,189.28
	XIII.	Plumbing Works	1.00	lot	79,014.66	79,014.66
	XIV.	Electrical Works	1.00	lot	87,313.18	87,313.18
	XV.	Painting Works	698.63	sq.m.	337.15	235,543.10
	XVI.	Bunkhouse and Other Facilities	6.00	months	5,528.25	33,169.50
	XVII.	Project Billboard/Signboard	1.00	months	3,452.09	3,452.09
	XVIII.	Occupational Construction Safety and Health	6.00	months	14,895.56	89,373.36
					Subtotal	3,875,063.92
VI.	Construction of Multi-Purpose Hall Building, Brgy. San Vicente, Tabaco City					
	I.	Earthworks				
	a.	Structure Excavation	175.76	cu.m	213.81	37,579.25
	b.	Embankment (from Structure Excavation)	151.44	cu.m	203.13	30,762.01
	c.	Embankment (from Common Borrow)	40.25	cu.m	1,068.26	42,997.47
	d.	Gravel Bedding	7.62	cu.m	2,221.62	16,928.74
	II.	Concrete Works	63.51	cu.m	8,267.06	525,040.98
	III.	Reinforcing Steel Bars	10,273.07	kgs	82.21	844,549.08
	IV.	Formworks	482.54	sq.m.	579.45	279,607.80
	V.	Masonry Works	234.06	sq.m.	1,646.67	385,419.58
	VI.	Cement Plaster Finish	698.63	sq.m.	229.38	160,251.75
	VII.	Tile Works	135.05	sq.m.	1,428.35	192,898.67
	VIII.	Doors and Windows	32.25	sq.m.	5,408.07	174,410.26
	IX.	Railings	21.26	sq.m.	3,713.24	78,943.48
	X.	Ceiling Works	114.39	sq.m.	1,433.17	163,940.32
	XI.	Roof Framing Works	76.00	sq.m.	3,877.36	294,679.36
	XII.	Roofing Works	76.00	sq.m.	1,568.28	119,189.28
	XIII.	Plumbing Works	1.00	lot	79,014.66	79,014.66
	XIV.	Electrical Works	1.00	lot	87,313.18	87,313.18
	XV.	Painting Works	698.63	sq.m.	337.15	235,543.10
	XVI.	Bunkhouse and Other Facilities	6.00	months	5,528.25	33,169.50
	XVII.	Project Billboard/Signboard	1.00	months	3,452.09	3,452.09
	XVIII.	Occupational Construction Safety and Health	6.00	months	14,895.56	89,373.36
					Subtotal	3,875,063.92

VII.	Construction of Multi-Purpose Hall Building, Brgy. Cabangán, Tabaco City					
I.	Earthworks					
a.	Structure Excavation		175.76	cu.m	213.81	37,579.25
b.	Embankment (from Structure Excavation)		151.44	cu.m	203.13	30,762.01
c.	Embankment (from Common Borrow)		40.25	cu.m	1,068.26	42,997.47
d.	Gravel Bedding		7.65	cu.m	2,212.91	16,928.76
II.	Concrete Works		63.51	cu.m	8,267.06	525,040.98
III.	Reinforcing Steel Bars		10,273.07	kgs	82.21	844,549.08
IV.	Formworks		482.54	sq.m.	579.45	279,607.80
V.	Masonry Works		234.06	sq.m.	1,646.67	385,419.58
VI.	Cement Plaster Finish		698.63	sq.m.	229.38	160,251.75
VII.	Tile Works		135.05	sq.m.	1,428.35	192,898.67
VIII.	Doors and Windows		32.25	sq.m.	5,408.07	174,410.26
IX.	Railings		21.26	sq.m.	3,713.24	78,943.48
X.	Ceiling Works		114.39	sq.m.	1,433.17	163,940.32
XI.	Roof Framing Works		76.00	sq.m.	3,877.36	294,679.36
XII.	Roofing Works		76.00	sq.m.	1,568.28	119,189.28
XIII.	Plumbing Works		1.00	lot	79,014.66	79,014.66
XIV.	Electrical Works		1.00	lot	87,313.18	87,313.18
XV.	Painting Works		698.63	sq.m.	337.15	235,543.10
XVI.	Bunkhouse and Other Facilities		6.00	months	5,528.25	33,169.50
XVII.	Project Billboard/Signboard		1.00	months	3,452.09	3,452.09
XVIII.	Occupational Construction Safety and Health		6.00	months	14,895.56	89,373.36
					Subtotal	3,875,063.94
					Grand Total	39,649,144.45

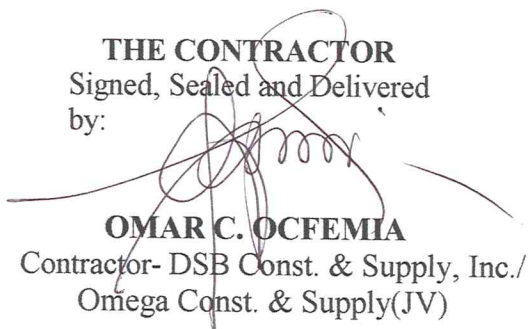
5. The 2016 Revised Implementing Rules and Regulations (IRR) of R.A. 9184 and other existing laws, decrees, executive and administrative orders, circulars issued by the proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contract adopted and approved by the Government, shall be made and formed as Integral part of the CONTRACT.
6. That the CONTRACT shall not effect until the CONTRACTOR has furnished and delivered to the OWNER a Performance Bond that is fully acceptable to the OWNER 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 the penalty, an amount equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay until the work is completed and accepted or taken over by the Government.
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 OWNER may, at his discretion, terminate the contract pursuant to existing laws, rules and regulations.
9. The contractor shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare as per Memorandum of Regional Director dated April 03, 2001 Governing Occupational Safety and Health in the Construction Industry as per D.O. #13s-1998 of DOLE.
10. That the CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employee of the OWNER (or any Philippine Government instrumentality) to secure this CONTRACT.

11. The Joint Guidelines on Change Order, Extra Work, etc. as provided under pertinent provisions of the Implementing Rules and Regulations (IRR) of RA 9184 are hereby incorporated as part of this CONTRACT.
12. It is the responsibility of the CONTRACTOR to be held liable for the structural defects and damages within the warranty period prescribed under Section 62 of IRR of RA 9184.
13. If any dispute or difference of any kind whatsoever arises between the OWNER, or 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 satisfactorily either to the OWNER or the CONTRACTOR, such dispute may be submitted to and settled by the Construction Industry Arbitration Commission (CIAC) created by Executive Order No. 1088.
14. This agreement becomes binding and valid upon approval by the proper authorities.

IN WITNESS THEREOF, the PARTIES aforesaid have hereunto affixed their signing on the date first above written.

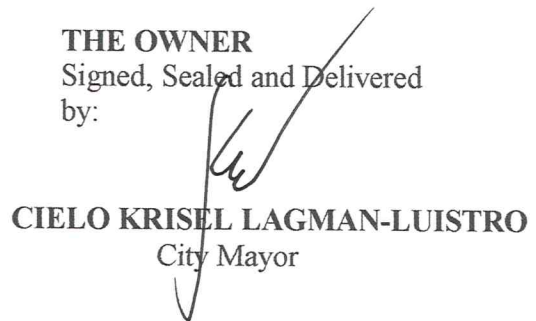
For and In-behalf of:

THE CONTRACTOR
Signed, Sealed and Delivered
by:



OMAR C. OCFEMIA
Contractor- DSB Const. & Supply, Inc./
Omega Const. & Supply(JV)

THE OWNER
Signed, Sealed and Delivered
by:



CIELO KRISSEL LAGMAN-LUISTRO
City Mayor

In the Presence of:



SHERRY A. TRILLES
City Budget Officer



LUIS B. MELGAR
City Accountant

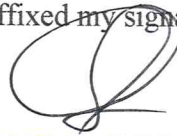
Republic of the Philippines
Province of Albay)S.S.
Mun/City Legazpi

ACKNOWLEDGEMENT

Before me, Notary Public for and in the Province of Albay including the City of Tabaco, personally appeared **CIELO KRISSEL LAGMAN-LUISTRO** with **DRIVER'S LICENSE NO. X01-03-054919; issued on APRIL 03, 2017** in her capacity as City Mayor, City of Tabaco and **OMAR C. OCFEMIA** with Community Tax Certificate No. _____ issued on _____ at _____ representing **DSB Const. & Supply, Inc./Omega Const. & Supply(JV)** to me and known 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 in behalf of the PARTIES they represent

MAR 22 2019

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this _____ day of _____ Philippines.



RITCHE R. REGALA

Notary Public Within the Province of Albay
And the City of Legazpi Until December 31, 2020
Roll of Atty. No. 46552, 5/2/02
Lifetime ISP No. 02989, 5/2/02
PTR No. 4611321, 1/4/19, Leg. City
MCLE No. VI-0013018
3/F Gimenez Bldg., Rizal St., Leg. City
Tel. No. (052) 201-0685

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