

CONTRACT AGREEMENT

NO.: 2020-581

FOR

CONCRETING OF BAGUMBAYAN-INAGHUBAN ROAD, PILAR, BOHOL

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made by and between the Provincial Government of Bohol (Government, represented by the Governor, **ATTY. ARTHUR C. YAP** hereinafter called the "Owner"), as the PARTY OF THE FIRST PART and **CEVIC CONSTRUCTION & DEVELOPMENT CORPORATION**, represented by **MR. CESAR C. MALUENDA** (hereinafter called the "Contractor") as the PARTY OF THE SECOND PART,

WITNESSETH

WHEREAS, the Owner is desirous that **CONCRETING OF BAGUMBAYAN-INAGHUBAN ROAD, PILAR, BOHOL** belonging to the Provincial Government of Bohol (hereinafter called the "Project")

WHEREAS, the Owner has accepted the bid of the Contractor for the execution of the above mentioned project in the amount of Seven Million Nine hundred Eighty-Three Thousand One Hundred Pesos Only, (**₱ 7,983,100.00**).

WHEREAS, Project shall be completed in **75 Calendar Days** in accordance with the provisions of the Bid Documents;

NOW, THEREFORE, the Parties hereto further agree on the following:

1. The following documents shall be deemed to form parts of this contract, viz:
 - a. Contract Agreement;
 - b. Bidding Documents;
 - c. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
 - d. Performance Security;
 - e. Credit line in accordance with the provisions of this IRR, if applicable;
 - f. Notice of Award of Contract;
 - g. Other contract documents that may be required by existing laws and/or the procuring entity concerned in the Bidding Documents, such as man power schedule, equipment utilization and health program;
 - h. Other pertinent documents as may be reasonably required by the Province.
2. Project Equipment specified/needed should be stationed at the project sites until completion of all work operations. The deliberate act of removing the equipment from designated project sites is not permissible.
3. The Provincial Engineer together with PEO Officials should convene with contractors or their authorize representatives for a regular Monthly Coordination Meeting scheduled every first (1st) Wednesday at 9:00 in the morning at the Provincial engineer's Office, New Capitol Site, Tagbilaran City and;

4. The pertinent provision of R.A. 9184 and its Implementing Rules and Regulations, Part A, particularly but not limited to the implementation of the project as well as all applicable laws and regulations are deemed incorporated to and forming integral parts of this Contract.
5. In consideration of the payments to be made by the Owner to the Contractor, as earlier mentioned, the Contractor hereby covenants with the Owner to implement and complete the Project in conformity with the provisions of the Contract, the documents incorporated herein and the laws and regulations made integral parts hereof.
6. The Owner hereby covenants to pay advance payment to the Contractor of 15% of the total contract price upon approval of the Contract, issuance of Notice to Commence Work and the posting of irrevocable standby letter of credit of equivalent value. The Contractor hereby covenants to repay advance payment to the Owner by deducting 15% from his progress payment.

CONCRETING OF BAGUMBAYAN-INAGHUBAN ROAD, PILAR, BOHOL					
Item No.	QTY.	UNIT	Description of Supplies/Materials/Services	Unit Price	Amount
				(Pesos)	(Pesos)
A.1.1(3)	1.00	L.S	CONSTRUCTION OF FIELD OFFICE FOR THE ENGINEER	19,000.00	19,000.00
B.4(1)	0.50	KM.	CONSTRUCTION SURVEY AND STAKING	25,000.00	12,500.00
B.5	1.00	EACH	PROJECT BILLBOARD/SIGNBOARD(8'x8')	7,000.00	7,000.00
B.7	1.00	L.S	OCCUPATIONAL SAFETY AND HEALTH PROGRAM	35,000.00	35,000.00
B.9	1.00	L.S	MOBILIZATION/DEMOBILIZATION	73,980.50	73,980.50
100(1)	0.20	HA.	CLEARING & GRUBBING)	85,000.00	17,000.00
101(4)A1	7.00	I.M.	REMOVAL OF ACTUAL STRUCTURES/OBSTRUCTION (610MMØ RCPC)	250.00	1,750.00
102(2)	798.00	CU.M.	SURPLUS COMMON EXCAVATION(ROADWAY & SIDE DITCH)	350.00	279,300.00
103(6)A	189.00	CU.M.	PIPE CULVERTS AND DRAIN EXCAVATION(COMMON SOIL)	400.00	75,600.00
104(2)A	89.00	CU.M.	EMBANKMENT FROM BORROW(COMMON MATERIAL)	650.00	57,850.00
105(1)A	2,703.00	SQ.M.	SUBGRADE PREPARATION(COMMON MATERIAL)	20.00	54,060.00
200(1)	1,187.00	CU.M.	AGGREGATE SUBBASE COURSE , 0.20M.THK.(INCLUDES SHOULDERING)	850.00	1,008,950.00
311(1)C 1	3,069.00	SQ.M.	PORTLAND CEMENT CONCRETE PAVEMENT (UNREINFORCED)-0.23M THK. 14 DAYS	1,675.50	5,142,109.50

500(1)A 3	27.00	IN.M.	PIPE CULVERTS 910 MM DIA., CLASS II RCPC	5,500.00	148,500.00
506(1)	68.00	CU.M.	STONE MASONRY(HEADWALLS, APRONS, CATCH BASINS & WINGWALLS)	4,500.00	306,000.00
605(1)A 1	3.00	EACH	WARNING SIGNS,(600MM TRIANGLE)	11,500.00	34,500.00
605(1)B 1	2.00	EACH	WARNING SIGNS,(750MM TRIANGLE)	13,500.00	27,000.00
605(6)E 2	4.00	EACH	HAZARD MARKERS(CHEVRON SIGNS), 600 X 800MM	14,500.00	58,000.00
612(1)	113.00	SQ.M.	REFLECTORIZED THERMOPLASTIC PAVEMENT MARKINGS-WHITE	1,000.00	113,000.00
612(2)	37.00	SQ.M.	REFLECTORIZED THERMOPLASTIC PAVEMENT MARKINGS-YELLOW	1,000.00	37,000.00
624(1)A 1	5.00	SET	SINGLE ARM POST(8M.), SOLAR LED STREET LIGHT, 50 WATTS	95,000.00	475,000.00
			TOTAL	>>>>>	P 7,983.100.00
Seven Million Nine Hundred Eighty-Three Thousand One Hundred Pesos Only					

7. Any controversy arising from this contract shall be resolved under the duly established alternative mode of settling disputes as provided by law. In case of resort to court action the parties agree that the venue thereof shall be in the proper court in the city of Tagbilaran to the exclusion of any other venues.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 9th day of September, 2020 in Tagbilaran City, Bohol, Philippines.

PROVINCIAL GOV'T OF BOHOL

BY:

ATTY. ARTHUR C. YAP
Governor

**CEVIC CONSTRUCTION &
DEVELOPMENT CORPORATION**


BY:

MR. CESAR C. MALUENDA
Authorized Representative

BY THE AUTHORITY OF THE GOVERNOR


ATTY. KAPHYRIN FE D. PIOQUINTO
Provincial Administrator

WITNESSES:


ENGR. CAMILO L. GASATAN
End User


ENGR. GENE C. FLORES
Engineer III, PEO

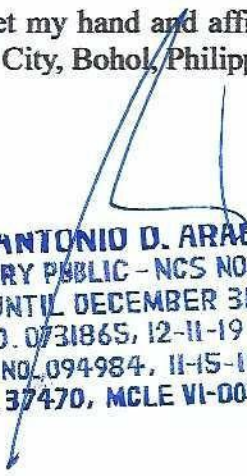
ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF BOHOL) S.S.
_____)

Personally appeared before me, Atty. Arthur C. Yap representing the Provincial Government of Bohol with Employee ID No. 19141 and Mr. Cesar C. Maluenda with Community Tax Certificate No. _____, issued at _____, on _____, known to me to be the same persons who executed the foregoing instrument consisting of four (4) pages including this page upon which this acknowledgement is written, duly signed by the parties and their witnesses on each and every page thereof, and they acknowledged to me that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this ____ day of SEP 24 2020, 2020 in Tagbilaran City, Bohol, Philippines.

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ANTONIO D. ARABEJU
NOTARY PUBLIC - NCS NO. 2020-05
UNTIL DECEMBER 31, 2021
PTR NO. 0731865, 12-11-19 FOR 2020
IBP OR NO. 094984, 11-15-19 FOR 2020
ROLL NO. 37470, MCLE VI-0006609, 12-20-20