

4

**CONCRETING OF CABANTIAN-CANSIWANG-MAYUGA ROAD,
GUINDULMAN, BOHOL**

Ok
scan overall
12/15/2020
S

CONTRACT AGREEMENT

No: 2020-752

THIS AGREEMENT, made this 20th day of November, 2020 between Provincial Engineer's Office of Provincial Government of Bohol (hereinafter called the "Entity") and MUAÑA CONSTRUCTION AND DEVELOPMENT CORPORATION of Gentle Peace Subd., Lawaan II, City of Talisay, Cebu (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor **execute** MUAÑA CONSTRUCTION AND DEVELOPMENT CORPORATION of Gentle Peace Subd., Lawaan II, City of Talisay, Cebu (hereinafter called "the Works") and the Entity has accepted the Bid for **P 17,990,979.93 in Seventeen Million Nine Hundred Ninety Thousand Nine Hundred Seventy Nine Pesos and Ninety Three Centavos Only** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

WHEREAS, Project shall be completed in **120 Calendar Days** in accordance with the provisions of the Bid Documents;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;

Activity No.	Description	Unit	Qty.	Unit Price	Amount
A.1.1 (3)	CONSTRUCTION OF FIELD OFFICE FOR THE ENGINEER	LS	1.00	29,484.00	29,484.00
B.4(1)	CONSTRUCTION SURVEY AND STAKING	KM.	0.98	14,866.00	14,568.68
B.5	PROJECT BILLBOARD/SIGNBOARD(8 'x8')	EACH	1.00	8,356.00	8,356.00
B.7(2)	OCCUPATIONAL SAFETY AND HEALTH PROGRAM	L.S	1.00	23,360.40	23,360.40
B.9	MOBILIZATION/ DEMOBILIZATION	L.S.	1.00	204,656.85	204,656.85
100(1)	CLEARING & GRUBBING (with stripping)	SQ.M	7,840.0	28.6	224,224.00
100(4) b	INDIVIDUAL REMOVAL OF TREES (SMALL B, ABOVE 300MM UP TO 500MM Ø)	EACH	34.0	5,021.00	170,714.00
101(4) a1	REMOVAL OF ACTUAL STRUCTURES/OBSTRUCTION, (610MM Ø RCPC)	CU.M	7.0	1,506.00	10,542.00

102(2)	ROADWAY EXCAVATION (SURPLUS COMMON)	CU.M	2,715.0	205.0	556,575.00
103(1) A	STRUCTURE EXCAVATION (COMMON SOIL)	CU.M	174.0	397.00	69,078.00
103(6) A	PIPE CULVERTS AND DRAIN EXCAVATION (COMMON SOIL)	CU.M	53.0	494.00	26,182.00
104(1) A	EMBANKMENT FROM ROADWAY EXCAVATION (COMMON SOIL)	CU.M	556.0	300.00	166,800.00
105(1) A	SUBGRADE PREPARATION (COMMON MATERIAL)	SQ.M	5,145.0	10.30	52,993.50
200(1)	AGGREGATE SUBBASE COURSE (T=0.20M)	CU.M	2,275.0	890.00	2,024,750.00
311(1) c1	PORTLAND CEMENT CONCRETE PAVEMENT (UNREINFORCED)-0.23M THK, 14 DAYS	SQ.M	5,978.0	1,794.00	10,724,532.00
500(1) A3	PIPE CULVERTS 910MM DIA., CLASS II RCPC	IN.M	9.0	7,035.00	63,315.00
505(2) A	GROUTED RIPRAP, CLASS A (SLOPE PROTECTION)	CU.M	430.0	3,822.00	1,643,460.00
506(1)	STONE MASONRY (LINE CANAL, HEADWALLS, APRONS & WINGWALLS)	CU.M	124.32	4,696.00	583,806.72
605(1) b2	WARNING SIGNS (75CM TRIANGLE)	EACH	4.0	12,768.00	51,072.00
605(6) e2	HAZARD MARKERS (CHEVRON SIGNS), 600MM X 800MM	EACH	15.0	17,496.00	262,440.00
612(1)	REFLECTORIZED THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	SQ.M	234.7	879.00	206,301.30
612(2)	REFLECTORIZED THERMOPLASTIC PAVEMENT MARKINGS (YELLOW)	SQ.M	30.88	921.00	28,440.48
624(1) a1	SINGLE ARM POST(8M), WITH STREET LIGHT, LED, 130W	EACH	6.0	140,888.00	845,328.00
TOTAL AS CALCULATED					P17,990,979.93
TOTAL BID PRICE AS READ					P17,990,990.00
SEVENTEEN MILLION NINE HUNDRED NINETY THOUSAND NINE HUNDRED SEVENTY NINE PESOS AND NINETY THREE CENTAVOS ONLY					
CONTRACT AMOUNT AS CALCULATED SHALL PREVAIL AS IT IS MORE ADVANTAGEOUS TO THE GOVERNMENT					

- iv. General and Special Conditions of Contract;
- v. Supplemental or Bid Bulletins, if any;

b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

c. Performance Security;

d. Notice of Award of Contract and the Bidder's conforme thereto; and

e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of **Seventeen Million Nine Hundred Ninety Thousand Nine Hundred Seventy Nine Pesos and Ninety Three Centavos Only** or such other sums as may be ascertained, **Mr. Ricardo G. Muaña** agrees to **CONCRETING OF CABANTIAN-CANSIWANG-MAYUGA ROAD, GUINDULMAN, BOHOL** in accordance with his/her/its Bid.

4. The **Provincial Engineer's Office** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 20th day of NOVEMBER, 2020 in Tagbilaran City, Bohol, Philippines.

PROVINCIAL GOV'T OF BOHOL

BY:


ATTY. ARTHUR C. YAP
Governor

**MUAÑA CONSTRUCTION AND
DEV'T CORP.,**

BY:


MR. RICARDO G. MUAÑA
President

