

**CONCRETING OF PILAR-BAGACAY ROAD (CMGP PROGRAM)
PILAR, BOHOL**

CONTRACT AGREEMENT

No: **2021-012**

1007-5

THIS AGREEMENT, made this **26TH** day of **January, 2021** between **Provincial Engineer's Office** of Provincial Government of Bohol (hereinafter called the "Entity") and **BNYU DEVELOPMENT CORPORATION** of Sta. Cruz, Calape, Bohol (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **CONCRETING OF PILAR-BAGACAY ROAD (CMGP PROGRAM) PILAR, BOHOL** (hereinafter called "the Works") and the Entity has accepted the Bid for **P 36,154,526.14 in Thirty Six Million One Hundred Fifty Four Thousand Five Hundred Twenty Six Pesos and Fourteen 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 **141 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 (8)	PROVISION OF FIELD OFFICE FOR THE ENGINEER (RENTAL BASIS)	Month	5.0	8,887.00	44,435.00
B.4(1)	CONSTRUCTION SURVEY AND STAKING	Km	1.63	25,864.00	42,158.32
B.5	PROJECT BILLBOARD / SIGNBOARD (8' x 8')	Each	1.0	7,514.00	7,514.00
B.7	OCCUPATIONAL SAFETY AND HEALTH PROGRAM	L.S	1.0	106,670.00	106,670.00
B.8(1)	TRAFFIC MANAGEMENT	Month	5.0	16,610.00	83,050.00
B.9	MOBILIZATION / DEMOBILIZATION	L.S	1.0	169,968.00	169,968.00
100(1)	CLEARING & GRUBBING(WITH STRIPPING)	Ha.	1.47	211,071.00	310,274.37
101(4) A1	REMOVAL OF ACTUAL STRUCTURES/OBSTRUCTION , (610mmØ RCPC)	Cu.m	28.0	948.00	26,544.00
102(2)	ROADWAY EXCAVATION (SURPLUS COMMON)	Cu.m	2,121.75	166.00	352,210.50
103(1)A	STRUCTURE EXCAVATION, (COMMON SOIL)	Cu.m	130.0	258.00	33,540.00

103(6)A	PIPE CULVERTS AND DRAIN EXCAVATION (COMMON SOIL)	Cu.m	1,930.0	281.00	542,330.00
104(1)A	EMBANKMENT FROM ROADWAY EXCAVATION (COMMON MATERIAL)	Cu.m	905.0	452.00	409,060.00
105(1)A	SUBGRADE PREPARATION (COMMON MATERIAL)	Sq.m	4,363.0	19.00	82,897.00
200(1)	AGGREGATE SUBBASE COURSE (T=0.20m)	Cu.m	3,737.53	1,050.00	3,924,406.50
311(1) C1	PORTLAND CEMENT CONCRETE PAVEMENT (UNREINFORCED)- 0.23m thk, 14 days	Sq.m	9,943.00	1,704.00	16,942,872.00
404(1)A	REINFORCING STEEL, GRADE 40, ASTM A-615	Kg.	30,225.31	78.00	2,357,574.18
405(1) A3	STRUCTURAL CONCRETE, 20.68MPA CLASS A, 28 DAYS	Cu.m	336.96	8,915.00	3,003,998.40
500(1) A3	PIPE CULVERTS 910MM DIA., CLASS II RCPC	In.m	45.0	6,112.00	275,040.00
505(2)A	GROUTED RIPRAP, CLASS A (SLOPE PROTECTION)	Cu.m	275.0	3,590.00	987,250.00
506(1)	STONE MASONRY (LINED CANAL, HEADWALLS, APRONS & WINGWALLS)	Cu.m	200.86	4,456.00	895,032.16
605(1) A2	WARNING SIGNS, (60CM TRIANGLE)	Each	6.0	13,078.00	78,468.00
605(1) B1	WARNING SIGNS, (75CM TRIANGLE)	Each	2.0	13,820.00	27,640.00
605(6) E2	HAZARD MARKERS (CHEVRON SIGNS), 600MM X 914MM	Each	8.0	17,750.00	142,000.00
607(1)A	SOLAR PAVEMENT LEVELLED MARKER/STUD (FLUSH TYPE), TYPE G105	Each	407.0	9,365.00	3,811,555.00
612(1)	REFLECTORIZED THERMOPLASTIC PAVEMENT MARKINGS-WHITE	Sq.m	395.45	895.00	353,927.75
612(2)	REFLECTORIZED THERMOPLASTIC PAVEMENT MARKINGS-YELLOW	Sq.m	52.02	998.00	51,915.96
624(1) A1	SINGLE ARM POST (8M.), SOLAR LED STREET LIGHT, 50 WATTS	Each	13.0	84,015.00	1,092,195.00
TOTAL BID PRICE AS READ				>>>>>	₱36,154,526.14
Thirty Six Million One Hundred Fifty Four Thousand Five Hundred Twenty Six Pesos and Fourteen Centavos Only					

- 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 **Thirty Six Million One Hundred Fifty Four Thousand Five Hundred Twenty Six Pesos and Fourteen Centavos Only** or such other sums as may be ascertained, **Mr. Mario Ramir N. Yu** agrees to **CONCRETING OF PILAR-BAGACAY ROAD (CMGP PROGRAM) PILAR, 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 26th day of January, 2021 in Tagbilaran City, Bohol, Philippines.

PROVINCIAL GOV'T OF BOHOL

BY:


ATTY. ARTHUR C. YAP
Governor *kp*


BNYU DEVELOPMENT CORPORATION

(Contractor)

BY:


MR. MARIO RAMIR N. YU
President

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. Mario Ramir N. Yu** with Community Tax Certificate No. SSS No. 06-1182292-3 issued at SSS Office, Cebu, on 26th January, 2021, 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 FEB 22 2021, 2021 in TAGBILARAN CITY, Philippines.

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ATTY. NONEKUZ I. HAMLIG
NOTARY PUBLIC COMM. UNTIL JUNE 30, 2021 PER B.M. 3795
Attorney's Roll No. 66963
IBP No. 131933 (11/05/2020) for 2021
PTR No. 9969575 (12/14/2020) for 2021
TIN: 209-349-294; NCS No. 2019-48
MCLE Compliance VI-0006670 (02/23/2018)
21F Rose Bldg., C.P.G. Ave., Tagbilaran City