

CONTRACT OF AGREEMENT FOR

CONTRACT NO : 2023-056
 TITLE : LOCAL ACCESS ROAD
 LOCATION : Centro 03, Lasam, Cagayan

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT made and entered into this 17th day of April, 2023 by and between the Local Government Unit of Lasam, Cagayan, represented herein by the Municipal Mayor DANTE DEXTER A. AGATEP as LGU Lasam.
(Hereinafter called the owner)

PARTY OF THE FIRST PART and DECA CONSTRUCTION
(Hereinafter called contractor)
 represented by ARISTOTLE P. DUPAYA as PARTY OF THE SECOND PART.

WHEREAS, the owner is desirous that certain works should be supplied and delivered , namely: LOCAL ACCESS ROAD @ CENTRO 03, LASAM, CAGAYAN has accepted the bid by the Contractor for the supply and completion of such works, for the amount of Nine Hundred Ninety Seven Thousand Three Hundred Thirteen Pesos and Ninety Six Centavos (997,313.96).

The whole works comprised in the contract shall be completed within 47 calendar days, in accordance with the provisions of the Bid Documents.

The contractor, at his own proper cost expenses shall fully and faithfully perform all work, furnish all the materials, equipment and labor necessary for the supply and delivery consisting of the following items of work involved:

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	AMOUNT
103(6)a	Pipe Culverts and Drain Excavation (Common Soil)	cu.m.	8.42	305.91	2,575.76
104(2)a	Embankment (from borrow)	cu.m.	224.00	527.89	118,247.36
105(1)a	Subgrade Preparation	sq.m.	529.90	20.70	10,968.93
200(1)	Aggregate Subbase Course	cu.m.	136.26	1,117.83	152,315.52
311(1)	PCC Pavement (Plain), 200mm thk	sq.m.	378.50	1,594.45	603,499.33
404	Reinforcing Steel Bar, Grade 40	kg.	95.65	75.06	7,179.49
405	Structural Concrete, Class A	cu.m.	2.28	10,667.13	24,321.06
500(1)	Pipe Culverts, 610mm dia. (24"Ø)	l.m.	8.00	4,517.38	36,139.04
500(3)	Lined Canal	l.m.	28.00	1,502.41	42,067.48
					P 997,313.96


RODENT J. URIAN
 BAC Secretary


JOSE A. REBUTAN, JR.
 BAC Chairman


ARISTOTLE P. DUPAYA
 Contractor


DANTE DEXTER A. AGATEP
 Municipal Mayor

ACKNOWLEDGEMENT

BEFORE ME, Notary Public for in the Province of Cagayan personally appeared HON. DANTE DEXTER A. AGATEP with Community Tax Certificate No. 27369701 issued on January 03, 2023 at Lasam, Cagayan, Local Government Unit, Lasam, Cagayan and ARISTOTLE P. DUPAYA with Community Tax Certificate No. _____ issued on _____ at _____ Cagayan known to me and to me known to be the same person who executed the foregoing CONTRACT OF AGREEMENT and they acknowledged to me that the same is their true act and deed for in behalf of the PARTIES they represent.

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


NOTARY PUBLIC

Doc. No. : _____
Page No. : _____
Book No. : _____
Series of: _____

NOTE:

That the provision of Republic Act No. 6685 and DPWH Ministry Order No. 17-A are incorporated in this Agreement.

Failure without good cause by the Contractor or Sub-Contractor to comply with the requirements of Section 1, 4 and 5 of RA No. 6685 shall be penalized by a fine of TWENTY THOUSAND PESOS (P 20,000.00) for the first offense; suspension of ONE YEAR from participating in the public bidding for the second offense; and perpetual disqualification from participating in the public works bidding for the third offense.


RODENT J. URIAN
BAC Secretary


JOSE A. REBULTAN, JR.
BAC Chairman


ARISTOTLE P. DUPAYA
Contractor


DANTE DEXTER A. AGATEP
Municipal Mayor

THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall deemed to form and be interpreted and construed as part of this agreement, viz:
 - a. Plans
 - b. Specifications and/or Proposal Booklets
 - c. General Conditions and Special Conditions
 - d. Advertisement or Evidence of Publication of Bids Projects
 - e. Contractor's License and Certificate of Renewal
 - f. Certificate of Availability of Funds
 - g. Performance Bond
 - h. Bids and Abstract of Bids
 - i. Approval of the Award by the BAC Chairman
 - j. Official Government Estimate by Work Items and Cost Components
 - k. Duly Approved Program of Work and Cost Estimates
 - l. Authority to the Contractor's Representative/Signatory to the Contract
 - m. PERT/CPM or Equivalent Schedule of Work
 - n. Cash Flow Projection and Quarterly Basis
 - o. Other Pertinent Documents as may be Reasonably Required by Owner
2. In consideration of the payment to be made by the Owner to the contractor are hereinafter mentioned, the contractors hereby covenants with the Owner to Supply, deliver and complete the work in conformity in all respects with the provisions of the contract.
3. The Owner hereby covenants to pay the contractor in consideration of the Supply, deliver and completion of the works, the contract price at the times and in all manner prescribed by the contract and specified in the Bid.
4. The implementing Rules and Guidelines regarding adjustment of Contract Price adopted and approved by the government will be applied in this contract.
5. The contractor warrants that he has not given nor promised to give money or gift to any employee of the Owner to secure this contract.
6. That the contractor shall comply with, and strictly observed, all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws.
7. This agreement becomes valid and binding upon approval in accordance with the provisions of PD No. 1594.

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


ARISTOTLE P. DUPAYA
Contractor


DANTE DEXTER A. ACATEP
Municipal Mayor


RODEL T. JURIAN
BAC Secretary


JOSE A. REBULTAN JR.
BAC Chairman