

Department of Public Works & Highways

Contract ID: **25IE0074** \

CONTRACT ID NO./NAME: **Concreting of Sitio Rimas to Brgy. Pararao FMR, Leyte, Leyte** \

Location of the Contract: **Brgy. Pararao, Leyte, Leyte** \

ELEAZAR B. SALILI
Chief, Construction Section
Implementing Office/End-User



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS & HIGHWAYS
LEYTE 3rd DISTRICT ENGINEERING OFFICE
Villaba, Leyte

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT AGREEMENT**, made this **19th** day of **June, 2025**, by and between:

The **GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES** through the **Department of Public Works and Highways (DPWH)** represented herein by **CESAR V. MAKABENTA, D.M., District Engineer**, duly authorized for this purpose, with main office address at **Brgy. Suba, Villaba, Leyte**, hereinafter referred to as the "**PROCURING ENTITY**";

JDR CONSTRUCTION a corporation organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at **Phase 1, Block 9, V & G Subdivision, Tacloban City** represented herein by **MR. JAN DANIEL B. ROSILLO** General Manager/Proprietor, duly authorized for the purpose, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **PROCURING ENTITY** is desirous that the **CONTRACTOR** execute the Works under **CID No. 25IE0074- Concreting of Sitio Rimas to Brgy. Pararao FMR, Leyte, Leyte**, hereinafter called "the Works" and the **PROCURING ENTITY** has accepted the Calculated Bid of the **CONTRACTOR** for the execution and completion of the Works at the calculated unit bid prices tabulated below, or a total Contract price of PESOS: **FOURTEEN MILLION NINE HUNDRED FOURTEEN THOUSAND NINE HUNDRED EIGHT PESOS AND 3/100 ONLY (P14,914,908.03)**, with a Contract Duration of **SEVENTY-TWO (72)** calendar days, and the remedying of any defects therein.

NOW, THEREFORE, for and consideration of the foregoing premises, the parties hereto agree as follows:

1. 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. The following documents shall be attached, deemed to form, and be read and construed as part of this **CONTRACT AGREEMENT**, and shall be interpreted in the following order of priority:
 - a. This Contract Agreement
 - b. Documents forming part of the Contract Agreement:
 - (1) Notice of Award (NOA) with the Contractor's signed "conforme"

Government of the Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS & HIGHWAYS

CESAR V. MAKABENTA, D.M.
District Engineer

CONTRACTOR

JAN DANIEL B. ROSILLO
Proprietor/Manager
JDR CONSTRUCTION

As availability of Funds:


ANN R. SANACO, CPA
Accountant III

Department of Public Works & Highways

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CESAR V. MAKABENTA, D.M.
District Engineer

- (2) Contractor's Bid in the Form of Bid, including its Technical and Financial Proposals, as calculated by the Procuring Entity and conformed to by the Contractor through the NOA.
- (3) Bidding Documents with Bulletins
- (4) Specifications
- (5) Drawings
- (6) Special Conditions of Contract (SCC)
- (7) General Conditions of Contract (GCC)
- (8) Performance Security
- (9) Integrity Pledge under Department Order No. 86, series of 2013
- (10) Other Documents
 - (a) Construction Methods
 - (b) Construction Schedule in the Form of PERT/CPM Diagram or Precedence Diagram and Bar Chart with S-Curve, or other approved tools of project scheduling, and Cash Flow.
 - (c) Manpower Schedule
 - (d) Equipment Utilization Schedule
 - (e) Construction Safety and Health Program initially approved by the Head of the Procuring Entity
 - (f) Contractor's All Risk Insurance (CARI)
3. In consideration of the payments to be made by the PROCURING ENTITY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the PROCURING ENTITY to execute and complete the Works and remedy any defects therein in conformity with the provisions of this **CONTRACT AGREEMENT** in all respects.
4. In consideration of the execution and completion of the Works by the CONTRACTOR, the PROCURING ENTITY hereby covenants to pay the CONTRACTOR the unit prices in the CONTRACTOR's Calculated Bid, as applied to the actual quantities accomplished as certified by the PROCURING ENTITY under the provisions of this **CONTRACT AGREEMENT**, at the times and in the manner prescribed by this **CONTRACT AGREEMENT**.
5. In case of breach thereof, the CONTRACTOR shall pay the amount of liquidated damages equivalent to at least equal to one - tenth (1/10) of one (1%) of the cost of the unperformed portion for every day of delay and once the cumulative liquidated damages reaches ten percent (10%) of the contract amount, the PROCURING ENTITY may rescind or terminate or

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terminate the contract without prejudice to other courses of action and remedies available under circumstances, pursuant to Sec. 68 of Republic Act No. 9184 and its revised Implementing Rules and Regulations.

A slippage of more than thirty (30) days in the original schedule would result in non-payment, the cancellation of the contract, blacklisting of the erring contractor, and the entry of a new contractor who will finish the project.


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

**REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF PUBLIC WORKS &
HIGHWAYS (DPWH)**

JDR CONSTRUCTION

PROCURING ENTITY:


Represented by:



CESAR V. MAKABENTA, D.M.
District Engineer

Represented by:


JAN DANIEL B. ROSILLO
Proprietor/Manager

WITNESSED BY:


ANN R. SANACO, CPA
Accountant III
As to availability of Funds


ELEAZAR B. SALILI
Chief, Construction Section
Implementing Office/End-User

Department of Public Works & Highways

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ACKNOWLEDGEMENT

ELEAZAR B. SALILI
Chief, Construction Section
Implementing Office/End-User

REPUBLIC OF THE PHILIPPINES)

) S.S.

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BEFORE ME, a Notary Public for and in _____, personally appeared **JDR CONSTRUCTION** represented by **MR. JAN DANIEL B. ROSILLO** with ID No. _____, and **DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS**, represented by DISTRICT ENGINEER **CESAR V. MAKABENTA, D.M.** with ID No. _____ whom I have identified through competent evidence of identify and who represented to me that their signature on the foregoing instrument was voluntarily affixed by them for the purposes stated in the instrument and who declared that they have executed the foregoing instrument as their free and voluntary act and deed.

This instrument consists of only four (4) pages, including this page in which this acknowledgment is written, duly signed by the parties on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Philippines.

Notary Public

As availability of Funds:

ANN R. SANACO, CPA
Accountant III

CONTRACTOR

JAN DANIEL B. ROSILLO
Proprietor/Manager
JDR CONSTRUCTION

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Series of 2025

ATTY. DANIEL E. PEN
NOTARY PUBLIC
Notarial Commission No. 2025-03-152
Valid until December 31, 2026
for and within the territorial jurisdiction of RTC's of Tacloban City
Sitio Ugsad, Brgy. 79, Marasbarat, Tacloban City
Roll of Attorney's No. 42670
PTR No. 0531287; 1/20/25; Palu, Leyte
IBP No. 479575; 11/28/24; Leyte Chapter
MCLE Certificate of Compliance No. VIII-0005098 (11/22/2023)
Valid until April 14, 2028

Government of the Philippines
DEPARTMENT OF PUBLIC WORKS & HIGHWAYS

CESAR V. MAKABENTA, D.M.
District Engineer

(Addendum showing the corrections, if any, made during the Bid evaluation to arrive at the Calculated Bid should be attached with this CONTRACT AGREEMENT).