Contract ID: Contract Name:

OIC - Chief, Construction Section

Accountant-III, CMFS A. CAMOGAO

Owner/Manager

ESUS A/

ESCUADRO, MPA

BLO L

District Engineer

Contractor

RYAN

SIGNED IN THE PRESENCE

ZMS CONSTRUCTION & **DEVELOPMENT CORP.**

Department of Public Works and Highways

(PARTY OF THE FIRST PART)

Endineer NILFREDO

25JE0067

Asset Preservation Program - Rehabilitation/Reconstruction of Roads with Slips, Slope Collapse and Landslide - Primary Roads Lanao-Pagadian-Zamboanga City Rd K1638+800 - K1638+862.86, K1640+100 -K1640+160, K1642+118 - K1642+180

Location of the Contract: Zamboanga del Sur

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT AGREEMENT, made this 23rd 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 PABLO L. ESCUADRO, MPA, duly authorized for this purpose, with main office address at DPWH, 1st Engineering District, Balangasan, Pagadian City hereinafter referred to as the "PROCUREMENT ENTITY;

-and-

ZMS CONSTRUCTION & DEV'T. CORP., a single proprietorship/partnership/corporation/joint venture organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at 0411 Rizal Avenue San Francisco Dist., Pagadian City, represented herein by JESUS A. MANIAGO JR., duly authorized for this purpose, hereinafter referred to as the "CONTRACTOR;"

WITNESSETH:

WHEREAS, the PROCURING ENTITY is desirous that the CONTRACTOR execute the Works under 25JE0067 -Asset Preservation Program - Rehabilitation/Reconstruction of Roads with Slips, Slope Collapse and Landslide – Primary Roads Lanao-Pagadian-Zamboanga City Rd K1638+800 – K1638+862.86, K1640+100 – K1640+160, K1642+118 - K1642+180 Zamboanga del Sur 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 calculated unit bid prices shown in the attached Bill of Quantities, or a total Contract price of TWENTY THREE MILLION SIX HUNDRED SIXTY EIGHT THOUSAND EIGHT HUNDRED FORTY EIGHT PESOS & 51/100 (₱ 23,668,848.51) Philippine Currency;

WHEREAS, the whole WORKS in the PROJECT as covered by this CONTRACT shall be completed within 200 calendar days including allowances for Sundays and National Holidays.

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

- In this Contract Agreement, words and expressions shall have the same meaning as are 1. respectively assigned to them in the Conditions of Contract hereinafter referred to;
- The following documents shall be attached, deemed to form, and be read and construed as part 2. of this CONTRACT AGREEMENT, and shall be interpreted in the following order of priority:
 - This Contract Agreement a.
 - Documents forming part of the Contract Agreement: b
 - (1) Notice of Award (NOA) with the Contractor's signed "conforme"

(2) Contractor's Bid in the Form of Bid, including its Technical and Financial

Proposal, as Calculated by the Procuring Entity and conformed to by the

Contractor through the NOA.

- (3) Bidding Documents with Bulletins
- (4) Specifications

Page 1 of 5

Contract ID: Contract Name:

25JE0067

Asset Preservation Program – Rehabilitation/Reconstruction of Roads with Slips, Slope Collapse and Landslide – Primary Roads Lanao-Pagadian-Zamboanga City Rd K1638+800 – K1638+862.86, K1640+100 – K1640+160, K1642+118 – K1642+180

Location of the Contract: Zamboanga del Sur









(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 mention, 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 the CONTRACT AGREEMENT.
- 5. Other contract documents that may be required by existing laws and/or the PE concerned in the PBDs. <u>Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for execution or submission after the contract execution such as the Notice to Proceed Variation Orders and Warranty Security. shall likewise form part of the Contract.</u>

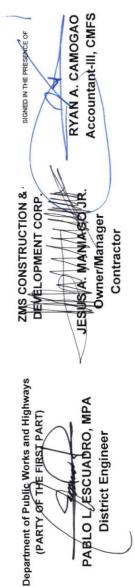
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT (PHP)
PART A	FACILITIES FOR THE ENGINEER				
B.5	Project Billboard/Signboard	4.00	Each	4,770.66	19,082.64
B.7(2)	Occupational Safety and Health Program	1.00	L.s	67,441.47	67,441.47
B.8(1)	Traffic Management	6.67	Month	11,978.74	79,898.20
B.9	Mobilization/ Demobilization	1.00	L.s	213,068.80	213,068.80
PART C	EARTHWORKS				
102(2)	Surplus Common Excavation	137.16	Cu.m	341.39	46,825.05
103(1)a	Structure Excavation, Common Soil	293.04	Cu.m	324.07	94,965.47
104(1)a	Embankment from Roadway/Structure Excavation, Common Soil	322.65	Cu.m	458.02	147,780.15

Contract ID: Contract Name:

25JE0067 Asset Preservation Program – Rehabilitation/Reconstruction of Roads with Slips, Slope Collapse and Landslide - Primary Roads Lanao-Pagadian-Zamboanga City Rd K1638+800 - K1638+862.86, K1640+100 -K1640+160, K1642+118 - K1642+180

Location of the Contract: Zamboanga del Sur





(PARTY OF THE FIRST PART)

District Engineer

104(2)a	Embankment from Borrow, Common Soil	2,557.76	Cu.m	871.29	2,228,550.71
105(1)	Subgrade Preparation (Common Material)	259.87	Sq.m	93.47	24,290.05
PART D	SUBBASE AND BASE COURSE				
200(1)	Aggregate Subbase Course	190.01	Cu.m	1,863.73	354,127.34
PART G	DRAINAGE AND SLOPE PROTECTION STRUCTURES				
400(6)	Structural Steel Sheet Piles, furnished	1,935.00	м.	4,770.91	9,231,710.85
400(12)	Structural Steel Sheet Piles, driven	1,845.00	м.	1,252.44	2,310,751.80
404(1)a	Reinforcing Steel, Grade 40 (Copping and Landslide Footing)	4,500.81	Kg.	91.27	410,788.93
405(1)a2	Structural Concrete Class A, 20.68 Mpa, Class A, 14 days (Copping and Line Canal)	69.01	Cu.m	10,934.91	754,618.14
505(2)a	Grouted Riprap, Class A (Slope Protection)	531.77	Cu.m	4,783.57	2,543,759.02
505(3)	Filter layer of granular material	32.23	Cu.m	3,224.30	103,919.19
506(1)	Stone Masonry (Retaining Wall, headwall, wingwall, apron and catchbasin)	196.36	Cu.m	5,610.87	1,101,750.43
508(1)	Hand-Laid Rock Embankment	298.93	Cu.m	2,186.52	653,616.42
510(2)	Concrete Slope Protection	305.34	Cu.m	10,611.35	3,240,069.61
511(3)	Filter Cloth	161.00	Sq.m	259.84	41,834.24
	TOTAL				₱ 23,668,848.51

DPWH-INFR-51-2016

Contract ID: 25JE0067 Contract Name: Asset Preservation Program – Rehabilitation/Reconstruction of Roads with Slips, Slope Collapse and Landslide – Primary Roads Lanao-Pagadian-Zamboanga City Rd K1638+800 – K1638+862.86, K1640+100 – K1640+160, K1642+118 – K1642+180 Location of the Contract: Zamboanga del Sur

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

PROCURING ENTITY:

Represented by: PABLO L. ESCUADRD, MPA District Engineer

Witnessed by WIL O B. REAL OIC - Chief, Construction Section

Represented by: A. MANIAGOUR hager/Proprietor

CONTRACTOR:

RYAN A. CAMOGAO Accountant-III, Chief CFMS

APPROVED (if the contracting party for the Procuring Entity is not the approving authority):

Date of Approval: _____

DPWH-INFR-51-2016

Page 4 of 5

Contract ID: Contract Name:

OIC - Chief, Construction Section

Accountant-III, CMFS

CAMOGAO

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RYAN /

MANIAGO Owner/Manager

1.A/S(

ESCUADRO, MPA

BLOU

District Enginee

Contractor

SIGNED IN THE PRESENCE OF

ZMS CONSTRUCTION & DEVELOPMENT CORP.

Department of Public Works and Highways

(PARTY OF THE FIRST PART)

Engineer NILFREDO

25JE0067

Asset Preservation Program – Rehabilitation/Reconstruction of Roads with Slips, Slope Collapse and Landslide - Primary Roads Lanao-Pagadian-Zamboanga City Rd K1638+800 - K1638+862.86, K1640+100 -K1640+160, K1642+118 - K1642+180

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DPWH-INFR-51-2016