

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
(FIRST PARTY)

**EMIL K. SADAIN, CESO I**  
Undersecretary for UPMO Operations  
and Technical Services

**JOHNSON V. DOMINGO**  
Project Director, BSPMC-UPMO

**MARY ANTOINETTE Z. PUNO**  
Department Chief Accountant, FS  
Witness as to funding only  
per DPWH OR No. 2194624 did 10-17-18 & FY  
2018 MYOA-BMB-C-18-0000076 dated 10-25-18  
Under Trust Fund (Senate)

HILMARC'S CONSTRUCTION CORPORATION  
(SECOND PARTY)

**RAYMUND Q. DALANGIN**  
Vice President, for Operations

**ROCELIO B. PEIG II**  
Vice President, for Legal and Compliance

## CONTRACT AGREEMENT

for the

**CONTRACT ID NO.: 18Z00036 – THE DESIGN AND BUILD CONTRACT  
FOR THE CONSTRUCTION OF THE NEW SENATE BUILDING, SENATE  
OF THE PHILIPPINES, NAVY VILLAGE, FORT BONIFACIO, TAGUIG  
CITY**

### KNOW ALL MEN BY THESE PRESENTS;

This Contract made and entered into this 15 MAR 2019 day of QUEZON CITY 2019 at City of  
by and between:

The **DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS**, the **PROCURING ENTITY**, with head office at Bonifacio Drive, Port Area, Manila, Philippines represented herein by **EMIL K. SADAIN, CESO I**, Undersecretary for UPMO Operations and Technical Services, who has been duly authorized in this undertaking, hereinafter referred to as the **FIRST PARTY**;

and

**HILMARC'S CONSTRUCTION CORPORATION**, the **CONTRACTOR**, a domestic company duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at 1835 E. Rodriguez Sr. Avenue, Cubao, Quezon City, represented herein by **RAYMUND Q. DALANGIN**, Vice President for Operations, in his capacity as the Authorized Managing Officer, hereinafter referred to as the **SECOND PARTY**;

WITNESSETH

**WHEREAS**, the SENATE OF THE PHILIPPINES has entered into a Memorandum of Agreement (MOA) with the PROCURING ENTITY where the latter shall act as procuring agent and construction manager for Design and Build Services for the **CONSTRUCTION OF THE NEW SENATE BUILDING, SENATE OF THE PHILIPPINES, NAVY VILLAGE, FORT BONIFACIO, TAGUIG CITY (the "Project")**;

**WHEREAS**, the SENATE OF THE PHILIPPINES has transferred to the PROCURING ENTITY a Multi-Year Obligational Authority for FY 2018, FY 2019, FY 2020, FY 2021, and FY 2022 with a total amount of **EIGHT BILLION NINE HUNDRED MILLION PESOS ONLY (₱8,900,000,000.00)**, Philippine Currency;

**WHEREAS**, the PROCURING ENTITY is desirous that certain WORKS be executed by the CONTRACTOR for the purpose of the **CONSTRUCTION OF THE NEW SENATE BUILDING, SENATE OF THE PHILIPPINES, NAVY VILLAGE, FORT BONIFACIO, TAGUIG CITY**;



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**WHEREAS**, the bidding of the above-mentioned Project was conducted through Competitive Public Bidding on January 22, 2019 wherein the single calculated responsive bid was made by the CONTRACTOR, which was found by the BAC to be post qualified to undertake the project hence, recommended for award per the approved resolution;

**WHEREAS**, the total amount award for the execution of the WORKS is **EIGHT BILLION SIXTY-SEVEN MILLION PESOS ONLY AND NO CENTAVOS (₱8,067,000,000.00)**, Philippine Currency;

**WHEREAS**, the whole WORKS in this PROJECT as covered by this CONTRACT shall be completed within **One Thousand, Two Hundred Nineteen (1219) Calendar Days** in accordance with the provision of the contract documents and in the following manner:

1. Scheduled completion of the Plenary/Session Hall, East and West Towers and up to Seventh Floor for North and South Towers by January 2021; and,
2. The North Tower shall be completed by June 2021;

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS;**

1. That in this Contract Agreement, words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall be deemed to form, be read and construed as part of this Contract viz:
  - a. General and Special Conditions of Contract
  - b. Drawings/Plans/Specifications
  - c. Invitation to eligible bidders
  - d. Bidding Documents
  - e. Addenda and/or Supplemental/Bid Bulletins, if any
  - f. Contractor's Bid Proposal including the following annexes:
    - 1) Authority of the Signing Official
    - 2) Bid Prices in the Bill of Quantities
    - 3) Detailed Estimates
    - 4) Omnibus Sworn Statement
  - f. Performance Security
  - g. Notice of Award with Contractor's Conforme thereto
  - h. Other Supporting Documents:
    - 1) Duly approved Program of Work and Cost Estimate
    - 2) Certificate of Available Funds
    - 3) Approved Budget for the Contract (ABC)
    - 4) Abstract of Bids
    - 5) BAC Resolution of Awards
  - i. Contractor's All Risk Insurance
  - j. Construction Schedule (Precedence Diagram, Bar Chart and S-Curve with Cash Flow and Payment Schedule)
  - k. Equipment and Manpower Utilization Schedule
  - l. Construction Method
  - m. Project Organizational Chart
  - n. Valid Contractor's License
  - o. Income Tax and Business Returns duly stamped and received by BIR
3. That in consideration of the payments to be made by the PROCURING ENTITY to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants



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with the PROCURING ENTITY to execute and complete the WORKS and remedy any defects therein in conformity in all respect with the provisions of this CONTRACT.

- That the PROCURING ENTITY hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the WORKS based on the agreed unit prices and Bill of Quantities. It is understood that the quantities listed in the AGREEMENT do not govern final payment to the CONTRACTOR and will be made only for actual quantities of contract items performed in accordance with the plans and specifications and accepted by the PROCURING ENTITY.

The Items of work covered under this Contract are shown below:

Item No.	Description	Unit	Quantity	Unit Price (₱)	Total Cost (₱)
<b>PART I. FACILITIES FOR THE ENGINEER</b>					
A.1.1 (3)	Facilities for the Engineer	L.S.	1.00	2,712,743.86	2,712,743.86
A.1.1 (10)	Provision of Living Quarters (Rental Basis)	Mos.	40.00	64,110.69	2,564,427.60
A.1.1 (11)	Provision of Furnitures/Fixtures, Equipment & Appliances for the Field Office and Living Quarters for the Engineer	L.S.	1.00	2,697,244.42	2,697,244.42
A.1.1 (16)	Operation & Maintenance of Field Office and Living Quarters Building for the Engineer	Mos.	40.00	107,665.63	4,306,625.20
A.1.2 (3)	Provision of two (2) 4x2 Pick Up Type Service Vehicle for the Engineer	Ea.	2.00	1,543,405.50	3,086,811.00
A.1.2 (6)	Operation and Maintenance of two (2) 4x2 Pick Up Type Service Vehicle for the Engineer	Mos.	40.00	150,417.03	6,016,681.20
A.1.2 (7)	Provision of one (1) Passenger Van Type Service Vehicle for the Engineer (12-seater)	Ea.	1.00	2,255,746.50	2,255,746.50
A.1.2 (9)	Operation and Maintenance of one (1) Passenger Van Type Service for the Engineer (12-seater)	Mos.	40.00	75,208.51	3,008,340.40
A.1.3 (2)	Provision of Survey Equipment for the Assistance to the Engineer	L.S.	1.00	235,286.23	235,286.23
A.1.3 (3)	Provision of Survey Personnel for the Assistance to the Engineer	Mos.	40.00	87,914.48	3,516,579.20
A.1.4 (1)	Provision of Progress Photographs/Video Tapes	Ea.	1.00	114,122.00	114,122.00
A.1.5 (1)	Provision of Communication Facility for the Engineer	Ea.	1.00	307,731.31	307,731.31
<b>PART II. OTHER GENERAL REQUIREMENTS</b>					
B.1	Offices, Shops, Stores and Workmen Accommodation for Contractor	L.S.	1.00	23,719,402.00	23,719,402.00
B.2	Medical Room and First Aid Facilities	L.S.	1.00	682,412.14	682,412.14
B.3	Permits and Clearances	L.S.	1.00	4,864,785.42	4,864,785.42
B.4 (1)	Construction survey and staking	L.S.	1.00	9,087,943.79	9,087,943.79
B.5	Project Billboard / Signboard	Ea.	1.00	596,338.11	596,338.11
B.7 (1)	Occupational Safety and Health Program	Mos.	40.00	516,709.96	20,668,398.40
B.8 (1)	Traffic Management	Mos.	40.00	58,941.51	2,357,660.40
B.9	Mobilization / Demobilization	L.S.	1.00	1,413,000.29	1,413,000.29
B.13	Additional Geotechnical Investigation	L.S.	1.00	896,113.59	896,113.59
B.14	Environmental Management and Monitoring	Mos.	40.00	224,140.45	8,965,618.00
B.20	Temporary Fence	L.S.	1.00	2,704,645.86	2,704,645.86



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B.22	Support Equipment	L.S.	1.00	184,147,332.01	184,147,332.01
B.23	Staging Area	L.S.	1.00	1,092,949.00	1,092,949.00
B.25	Detailed Architectural and Engineering Design	L.S.	1.00	258,590,468.12	258,590,468.12
<b>PART III. CIVIL, MECHANICAL, ELECTRICAL AND SANITARY/ PLUMBING WORKS</b>					
<b>PART A. Earthworks</b>					
800 (1)	Clearing and Grubbing	sq.m.	36,894.00	170.81	6,301,864.14
SPL	Individual Removal of Trees	Ea.	200.00	9,055.59	1,811,118.00
801 (1)	Removal of Structures and Obstruction	L.S.	1.00	4,040,332.80	4,040,332.80
802 (3) b	Surplus Rock Excavation - Hard (including hauling and disposal within the site)	cu.m.	197,036.00	562.87	110,905,653.32
803 (1) c	Structure Excavation	cu.m.	28,339.00	566.86	16,064,245.54
803 (5) SPL	Shoring, cribbing and drain excavation - Slope Protection	L.S.	1.00	54,958,666.28	54,958,666.28
803 (7)	Trimming Works	sq.m.	34,285.00	198.96	6,821,343.60
804 (1) a	Embankment	cu.m.	8,226.00	714.75	5,879,533.50
804 (4)	Gravel fill	cu.m.	1,240.00	1,735.88	2,152,491.20
<b>PART B Plain and Reinforced Concrete Work</b>					
900 (7) SPL	Reinforced Concrete, 3000 PSI @ 28 days	cu.m.	4,078.00	7,622.50	31,084,555.00
900 (7) SPL	Reinforced Concrete, 5000 PSI @ 28 days	cu.m.	26,002.00	8,418.74	218,904,077.48
900 (7) SPL	Reinforced Concrete, 6000 PSI @ 28 days	cu.m.	49,927.00	9,055.73	452,125,431.71
900 (7) SPL	Reinforced Concrete, 8000 PSI @ 28 days	cu.m.	12,434.00	10,329.71	128,439,614.14
SPL	Precast Concrete	cu.m.	258.00	36,866.78	9,511,629.24
SPL	Post-Tensioned Concrete	cu.m.	294.00	38,084.96	11,196,978.24
901 (1)	Lean Concrete	cu.m.	471.00	6,667.02	3,140,166.42
902 (1) a	Reinforcing Steel (Deformed) - Grade 40	Kg	977,221.00	64.01	62,551,916.21
902 (1) b	Reinforcing Steel (Deformed) - Grade 60	Kg	20,094,378.00	64.51	1,296,288,324.78
903 (2)	Formworks and Falseworks	sq.m.	316,314.00	1,068.99	338,136,502.86
SPL	Design Joints (contraction joints, expansion joints, construction joints, waterstop)	L.S.	1.00	15,327,346.69	15,327,346.69
SPL	Polypropylene Synthetic Fiber	L.S.	1.00	1,371,295.04	1,371,295.04
SPL	Vibration Isolator, Neoprene Pad	L.S.	1.00	922,018.69	922,018.69
SPL	Integral Waterproofing	L.S.	1.00	4,881,368.00	4,881,368.00
SPL	Earthquake Recording Instrument, Accelerograph	L.S.	1.00	15,798,336.90	15,798,336.90
<b>PART C Finishing and Other Civil Works</b>					
SPL	Soil Poisoning - Termicide	sq.m.	34,285.00	114.38	3,921,518.30
1004 (2)	Finishing Hardware	L.S.	1.00	44,017,794.30	44,017,794.30
1006 (1)	Hollow Steel Door	sq.m.	1,026.00	9,832.35	10,087,991.10
1006 (4)	Steel Louver Door	sq.m.	315.00	25,550.92	8,048,539.80
1006 (5)	Fire Rated Fire Exit Steel Door	sq.m.	410.00	10,152.18	4,162,393.80
1008 (2)	Aluminum Glass Windows	L.S.	1.00	894,167,534.58	894,167,534.58



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Item No.	Description	Unit	Quantity	Unit Price (₱)	Total Cost (₱)
1010 (SPL)	Wood Doors and Frames	sq.m.	268.00	42,129.46	11,290,695.28
1016 (1) a	Waterproofing - Cement Base	sq.m.	10,294.00	765.05	7,875,424.70
1016 (1) b	Waterproofing - Liquid	sq.m.	15,738.00	1,195.37	18,812,733.06
SPL	Food Grade Epoxy Tank Lining	sq.m.	985.00	1,195.37	1,177,439.45
SPL	Chemical Resistant Epoxy Tank Lining	sq.m.	2,850.00	1,354.76	3,861,066.00
1021 (3) a	Floor Topping - Plain	sq.m.	11,614.00	567.76	6,593,964.64
1021 (4)	Straight to Finish	sq.m.	49,134.00	221.41	10,878,758.94
1021 (7)	Scratched Finish	sq.m.	95,634.00	166.05	15,880,025.70
SPL	Floor Sealer, Hardener and Dustproof	sq.m.	51,034.00	442.37	22,575,910.58
1027 (1)	Cement Plaster Finish	sq.m.	90,209.00	530.87	47,889,251.83
1032 (1) a	Painting Works - Masonry/Concrete	sq.m.	144,371.00	616.34	88,981,622.14
SPL	Painting Works - Epoxy Floor Coating	sq.m.	2,257.00	1,400.77	3,161,537.89
SPL	Painting Works - Traffic Type Parking Indicators	L.S.	1.00	5,079,029.12	5,079,029.12
SPL	Skimcoating	sq.m.	86,257.00	263.75	22,750,283.75
1033 (1)	Metal Deck Panel	L.M.	8,789.00	2,164.76	19,026,075.64
1034 (1) b	Damp proofing - Polyethelene Sheet	sq.m.	9,917.00	57.22	567,450.74
SPL	Damp proofing - Bentonite Geotextile	sq.m.	33,799.00	1,961.10	66,283,218.90
1046 (2) a1	CHB Load Bearing (including Reinforcing Steel) - 100mm thick	sq.m.	3,411.00	1,791.29	6,110,090.19
1046 (2) a2	CHB Load Bearing (including Reinforcing Steel) - 150mm thick	sq.m.	42,845.00	2,694.74	115,456,135.30
SPL	Structural Steel - Grade 50	Kg	5,617,418.00	174.56	980,576,486.08
SPL	Structural Steel - ASTM A36	Kg	8,757.00	163.26	1,429,667.82
1047 (9)	Stainless Steel Pipe - Flagpole Post	kg (Ea.)	810.00	2,580.39	2,090,115.90
1047 (10)	Metal Structure Accessories	L.S. (Ea.)	1.00	123,019,229.35	123,019,229.35
SPL	Metal Railing, Floor Mounted at FES	M	1,437.00	5,543.42	7,965,894.54
SPL	Metal Railing, Wall Mounted at FES	M	2,495.00	3,037.50	7,578,562.50
SPL	Vehicular Ramp Tiles	sq.m.	2,391.00	1,551.68	3,710,066.88
SPL	Area Way Grilles	sq.m.	151.00	24,516.56	3,702,000.56
SPL	Ladder Rung, 20mm diameter stainless steel	Piece	334.00	2,926.83	977,561.22
SPL	Cat Ladder, 1800mm high comprised of 50x10mm stainless steel flat bar runner w/ 20mm diameter stainless steel rung	Set	14.00	42,524.89	595,348.46
SPL	Cage Ladder, Stainless Steel	Set	17.00	51,054.94	867,933.98
SPL	Manhole Covers	L.S.	1.00	2,233,146.61	2,233,146.61
SPL	Stair Nosing, 50x50x3mm x 1250mmL angle bar	Set	3,870.00	2,552.75	9,879,142.50
SPL	Bicycle Rack, 100mm diameter BIP with epoxy paint finish	Set	62.00	2,855.50	177,041.00
SPL	Welded Wire Mesh Enclosure	sq.m.	1,127.00	8,812.49	9,931,676.23
SPL	Helipad Safety Net	L.S.	1.00	4,064,045.03	4,064,045.03
SPL	ETFE Film Skylight	L.S.	1.00	25,174,062.74	25,174,062.74



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Contract Agreement for the Contract ID No.: 18Z00036 –  
The Design and Build Contract for the Construction of the  
New Senate Building, Navy Village, Fort Bonifacio, Taguig City

Item No.	Description	Unit	Quantity	Unit Price (₱)	Total Cost (₱)
<b>PART D Electrical Works</b>					
1100 (2) a	Intermediate Metal Conduit (IMC) 15mm diameter	M	180,645.00	203.84	36,822,676.80
1100 (2) b	Intermediate Metal Conduit (IMC) 20mm diameter	M	4,704.00	289.10	1,359,926.40
1100 (2) c	Intermediate Metal Conduit (IMC) 25mm diameter	M	3,275.00	407.68	1,335,152.00
1100 (2) d	Intermediate Metal Conduit (IMC) 32mm diameter	M	2,565.00	524.75	1,345,983.75
1100 (2) e	Intermediate Metal Conduit (IMC) 40mm diameter	M	1,182.00	627.37	741,551.34
1100 (2) f	Intermediate Metal Conduit (IMC) 50mm diameter	M	5,799.00	841.32	4,878,814.68
1100 (2) g	Intermediate Metal Conduit (IMC) 65mm diameter	M	4,081.00	1,332.83	5,439,279.23
1100 (2) h	Intermediate Metal Conduit (IMC) 80mm diameter	M	2,453.00	1,629.18	3,996,378.54
1100 (2) i	Intermediate Metal Conduit (IMC) 90mm diameter	M	206.00	2,444.48	503,562.88
1100 (6) j	Polyvinyl Chloride Pipe (PVC/uPVC) 100mm diameter	M	3,929.00	504.28	1,981,316.12
1100 (8)	Boxes/Wire Gutter	L.S.	1.00	3,658,124.44	3,658,124.44
1100 (9)	Fittings and Accessories	L.S.	1.00	64,938,551.41	64,938,551.41
1101 (2) b2	Electric Wire 3.5mm2 TW/THHN/THWN	M	404,380.00	44.75	18,096,005.00
1101 (2) b3	Electric Wire 5.5mm2 TW/THHN/THWN	M	18,490.00	68.51	1,266,749.90
1101 (2) b4	Electric Wire 8.0mm2 TW/THHN/THWN	M	21,340.00	106.90	2,281,246.00
1101 (2) b5	Electric Wire 14mm2 TW/THHN/THWN	M	18,009.00	169.95	3,060,629.55
1101 (2) b6	Electric Wire 22mm2 TW/THHN/THWN	M	5,600.00	267.28	1,496,768.00
1101 (2) b7	Electric Wire 30mm2 TW/THHN/THWN	M	9,213.00	388.53	3,579,526.89
1101 (2) b8	Electric Wire 38mm2 TW/THHN/THWN	M	4,350.00	565.07	2,458,054.50
1101 (2) b9	Electric Wire 50mm2 TW/THHN/THWN	M	9,880.00	634.79	6,271,725.20
1101 (2) b10	Electric Wire 60mm2 TW/THHN/THWN	M	4,940.00	782.13	3,863,722.20
1101 (2) b11	Electric Wire 80mm2 TW/THHN/THWN	M	546.00	989.15	540,075.90
1101 (2) b12	Electric Wire 100mm2 TW/THHN/THWN	M	9,075.00	1,188.11	10,782,098.25
1101 (2) b13	Electric Wire 125mm2 TW/THHN/THWN	M	7,237.00	1,519.71	10,998,141.27
1101 (2) b14	Electric Wire 150mm2 TW/THHN/THWN	M	1,170.00	1,822.23	2,132,009.10
1101 (2) b15	Electric Wire 200mm2 TW/THHN/THWN	M	3,672.00	2,283.79	8,386,076.88
1101 (2) b16	Electric Wire 250mm2 TW/THHN/THWN	M	821.00	2,947.32	2,419,749.72
1101 (2) c8	Electric Wire 1CX95XLPE	M	1,610.00	4,738.87	7,629,580.70
SPL	Fire Rated Cables	L.S.	1.00	32,895,007.77	32,895,007.77
1101 (3)	Single Pole Wall Switch on one switch plate	Set	266.00	269.98	71,814.68
1101 (4)	Duplex (2 Single Pole Wall Switches on one switch plate)	Set	27.00	430.58	11,625.66
1101 (15)	Duplex Convenience Outlets/Receptacles (GT)	Set	542.00	726.16	393,578.72
1101 (19)	Weatherproof Duplex Convenience Outlet/Receptacle (GT)	Set	7.00	2,187.78	15,314.46
1101 (20)	Special Purpose Outlet/Receptacle, (GT) for ACU, WH, etc.	Set	125.00	1,389.48	173,685.00



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New Senate Building, Navy Village, Fort Bonifacio, Taguig City

Item No.	Description	Unit	Quantity	Unit Price (₱)	Total Cost (₱)
1101 (27)	Duplex Convenience Outlet with GFCI	Set	27.00	12,474.10	336,800.70
1102 (1)	Panelboard with Main & Branch Breakers	L.S.	1.00	47,430,011.15	47,430,011.15
1102 (8)	Pad Mounted Distribution Transformer (OISC) with Complete Accessories	L.S.	1.00	22,859,629.35	22,859,629.35
1102 (17)	Synchronizing Panel for Generators	L.S.	1.00	16,133,619.59	16,133,619.59
SPL	Switchgears and Capacitor Bank	L.S.	1.00	60,382,740.21	60,382,740.21
SPL	Enclosed Circuit Breakers and Disconnect Switches	L.S.	1.00	1,998,577.14	1,998,577.14
SPL	Busduct System	L.S.	1.00	84,839,204.17	84,839,204.17
1103 (1)	Lighting Fixtures and Lamps	L.S.	1.00	13,299,305.76	13,299,305.76
1104 (1)	Auxiliary System (conduits and boxes only)	L.S.	1.00	33,952,741.48	33,952,741.48
1105 (20)	Network Cabling (conduits, cable ladders and boxes only)	L.S.	1.00	33,072,033.93	33,072,033.93
1106 (1)	CCTV System (conduits and boxes only)	L.S.	1.00	37,239,081.66	37,239,081.66
1107 (1)	Public Address System (conduits and boxes only)	L.S.	1.00	25,744,769.00	25,744,769.00
1108 (1)	Door Access and Card Reader System (conduits and boxes only)	L.S.	1.00	11,398,560.99	11,398,560.99
1109 (1)	Grounding System	L.S.	1.00	4,973,687.82	4,973,687.82
1109 (2)	Exothermic Weld Connector	Piece	103.00	2,825.89	291,066.67
1109 (4)	Bare Copper Wire	M	2,453.00	1,345.93	3,301,566.29
1109 (6)	Grounding Rod Copper Clad	Length	52.00	4,192.20	217,994.40
1111 (1)	Reinforced Concrete Pedestal / Pole	L.S.	1.00	96,722.07	96,722.07
1111 (2)	Reinforced Concrete Envelop/Encasement	L.S.	1.00	5,162,973.26	5,162,973.26
1111 (4)	Handhole	L.S.	1.00	964,228.91	964,228.91
<b>PART E Mechanical Works – Plumbing</b>					
1001 (1) a5	Pipes and Fittings - PVC Series 1000 50mm diameter	M	9,625.00	726.32	6,990,830.00
1001 (1) a6	Pipes and Fittings - PVC Series 1000 75mm diameter	M	6,018.00	1,967.40	11,839,813.20
1001 (1) a7	Pipes and Fittings - PVC Series 1000 100mm diameter	M	7,280.00	2,299.21	16,738,248.80
1001 (1) a8	Pipes and Fittings - PVC Series 1000 150mm diameter	M	752.00	3,677.74	2,765,660.48
1001 (1) b2	Pipes and Fittings - Concrete 200mm diameter	M	101.00	2,265.71	228,836.71
1001 (1) b4	Pipes and Fittings - Concrete 300mm diameter	M	79.00	2,969.48	234,588.92
1001 (1) b5	Pipes and Fittings - Concrete 350mm diameter	M	11.00	3,974.97	43,724.67
1001 (1) b9	Pipes and Fittings - Concrete 500mm diameter	M	20.00	5,625.77	112,515.40
1001 (1) b11	Pipes and Fittings - Concrete 600mm diameter	M	22.00	8,159.61	179,511.42
1001 (1) c4	Pipes and Fittings - HDPE 150mm diameter	M	439.00	9,521.36	4,179,877.04
1001 (1) c5	Pipes and Fittings - HDPE 200mm diameter	M	73.00	12,720.91	928,626.43
1001 (1) c6	Pipes and Fittings - HDPE 250mm diameter	M	152.00	18,347.25	2,788,782.00
1001 (1) d1	Pipes and Fittings - Cast Iron 50mm diameter	M	747.00	4,142.42	3,094,387.74
1001 (1) d2	Pipes and Fittings - Cast Iron 75mm diameter	M	1,023.00	5,406.48	5,530,829.04
1001 (1) d3	Pipes and Fittings - Cast Iron 100mm diameter	M	7,760.00	6,869.96	53,310,889.60
1001 (1) d4	Pipes and Fittings - Cast Iron 150mm diameter	M	4,335.00	9,288.08	40,263,826.80
1001 (1) d5	Pipes and Fittings - Cast Iron 200mm diameter	M	204.00	19,372.28	3,951,945.12



DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
(FIRST PARTY)

**EMIL K. SADAAN, CESO-I**  
Undersecretary for UPMD Operations  
and Technical Services

**JOHNSON V. DOMINGO**  
Project Director, BSPMC-UPMO

**MARY ANTOINETTE Z. PUNO**  
Department Chief Accountant, FS

**RAYMUND Q. DALANGIN**  
Vice President, for Operations

**ROGELIO D. PEIG II**  
Vice President, for Legal and Compliance

HILMARCS CONSTRUCTION CORPORATION  
(SECOND PARTY)

Contract Agreement for the Contract ID No.: 18Z00036 –  
The Design and Build Contract for the Construction of the  
New Senate Building, Navy Village, Fort Bonifacio, Taguig City

Item No.	Description	Unit	Quantity	Unit Price (₱)	Total Cost (₱)
1001 (5)	Catch Basin	Ea.	12.00	41,890.89	502,690.68
1001 (15)	Manhole	Ea.	6.00	222,619.18	1,335,715.08
SPL	Grease Separator	Ea.	2.00	2,966,945.30	5,933,890.60
SPL	Oil Interceptor	Ea.	2.00	2,638,000.85	5,276,001.70
1002 (1) e	Galvanized Iron Pipes with Fittings 50mm diameter	M	145.00	1,354.51	196,403.95
1002 (1) f	Galvanized Iron Pipes with Fittings 65mm diameter	M	44.00	2,643.79	116,326.76
1002 (1) g	Galvanized Iron Pipes with Fittings 75mm diameter	M	52.00	3,334.26	173,381.52
1002 (1) h	Galvanized Iron Pipes with Fittings 100mm diameter	M	1,201.00	6,243.71	7,498,695.71
1002 (1) i	Galvanized Iron Pipes with Fittings 150mm diameter	M	904.00	9,997.39	9,037,640.56
1002 (1) j	Galvanized Iron Pipes with Fittings 200mm diameter	M	1,945.00	20,299.94	39,483,383.30
1002 (1) k	Galvanized Iron Pipes with Fittings 250mm diameter	M	142.00	22,387.21	3,178,983.82
1002 (1) l	Galvanized Iron Pipes with Fittings 300mm diameter	M	432.00	35,450.44	15,314,590.08
1002 (2) a3	Polypropylene Random Copolymer (PPR-C) Pipes with Fittings PN20 20mm diameter	M	1,825.00	558.23	1,018,769.75
1002 (2) b3	Polypropylene Random Copolymer (PPR-C) Pipes with Fittings PN20 25mm diameter	M	2,280.00	963.79	2,197,441.20
1002 (2) c3	Polypropylene Random Copolymer (PPR-C) Pipes with Fittings PN20 32mm diameter	M	5,218.00	1,601.65	8,357,409.70
1002 (2) d3	Polypropylene Random Copolymer (PPR-C) Pipes with Fittings PN20 40mm diameter	M	1,833.00	1,975.32	3,620,761.56
1002 (2) e3	Polypropylene Random Copolymer (PPR-C) Pipes with Fittings PN20 50mm diameter	M	2,261.00	2,057.37	4,651,713.57
1002 (2) f3	Polypropylene Random Copolymer (PPR-C) Pipes with Fittings PN20 63mm diameter	M	2,863.00	3,046.99	8,723,532.37
1002 (2) g3	Polypropylene Random Copolymer (PPR-C) Pipes with Fittings PN20 75mm diameter	M	1,356.00	5,278.59	7,157,768.04
1002 (2) SPL	Polypropylene Random Copolymer (PPR-C) Pipes with Fittings PN20 90mm diameter	M	248.00	6,528.36	1,619,033.28
1002 (2) h3	Polypropylene Random Copolymer (PPR-C) Pipes with Fittings PN20 100mm diameter	M	2,277.00	20,043.14	45,638,229.78
1002 (3) c	PVC Pipes (blue) with Fittings 32mm diameter	M	43.00	719.50	30,938.50
1002 (16) a1	Floor Drain, 50mm diameter	Set	544.00	1,618.10	880,246.40
1002 (16) a3	Floor Drain, 100mm diameter	Set	117.00	2,667.18	312,060.06
1002 (16) a4	Floor Drain, 150mm diameter	Set	2.00	4,242.77	8,485.54
SPL	Parking Drain, 75mm diameter	Set	90.00	2,705.40	243,486.00
SPL	Parking Drain, 100mm diameter	Set	50.00	4,058.10	202,905.00
SPL	Canal Drain, 75mm diameter	Set	37.00	2,705.40	100,099.80
SPL	Canal Drain, 100mm diameter	Set	64.00	3,607.19	230,860.16
SPL	Trench Drain, 75mm diameter	Set	3.00	2,705.40	8,116.20
SPL	Trench Drain, 100mm diameter	Set	73.00	3,607.19	263,324.87
SPL	Trench Drain, 150mm diameter	Set	8.00	5,410.78	43,286.24



EMIL K. SABAÑA, CESO-I

Undersecretary for UPMO Operations  
and Technical Services

JOHNSON V. DOMINGO

Project Director, BSPMC-UPMO

MARY ANTOINETTE Z. PUNO

Department Chief Accountant, FS

RAYMUND Q. DALANGIN

Vice President, for Operations

ROGELIO D. PEIG II

Vice President, for Legal and Compliance

Contract Agreement for the Contract ID No.: 18Z00036 –  
The Design and Build Contract for the Construction of the  
New Senate Building, Navy Village, Fort Bonifacio, Taguig City

Item No.	Description	Unit	Quantity	Unit Price (₱)	Total Cost (₱)
SPL	Area Drain, 100mm diameter	Set	16.00	3,607.19	57,715.04
SPL	Scupper Drain, 75mm diameter	Set	150.00	2,705.40	405,810.00
SPL	Deck Drain, 75mm diameter	Set	74.00	6,278.24	464,589.76
SPL	Deck Drain, 100mm diameter	Set	6.00	8,370.96	50,225.76
SPL	Deck Drain, 150mm diameter	Set	32.00	12,556.46	401,806.72
SPL	Balcony Drain, 50mm diameter	Set	32.00	2,705.40	86,572.80
SPL	Balcony Drain, 75mm diameter	Set	32.00	2,705.40	86,572.80
SPL	Planters Drain, 75mm diameter	Set	89.00	4,040.52	359,606.28
1002 (22)	Hose Bibb	Piece	138.00	910.02	125,582.76
1002 (23) b	Water Meter, 25mm diameter	Piece	2.00	8,192.57	16,385.14
1002 (23) c	Water Meter, 32mm diameter	Piece	1.00	13,108.10	13,108.10
SPL	Water Meter, 40mm diameter	Piece	1.00	20,972.97	20,972.97
SPL	Water Meter, 50mm diameter	Piece	2.00	34,777.44	69,554.88
SPL	Water Meter, 200mm diameter	Piece	1.00	257,222.00	257,222.00
1002 (25)	Hot Water Lines	L.S.	1.00	958,329.81	958,329.81
1201 (9) e	Overhead Tank - GRP	Set	4.00	5,034,401.03	20,137,604.12
1201 (12)	Valves and Pipe Fittings	L.S.	1.00	65,409,701.22	65,409,701.22
SPL	Non-potable Rain Water Filter Tank	Set	4.00	1,324,474.32	5,297,897.28
<b>PART E Mechanical Works – Ventilation and Air-conditioning</b>					
1200 (1)	Ventilating Equipment	L.S.	1.00	8,377,614.45	8,377,614.45
1200 (4)	Propeller	Set	19.00	51,251.04	973,769.76
1200 (5)	Exhaust fan, Ceiling Cassette	Set	58.00	9,283.74	538,456.92
SPL	Exhaust fan, In-line Centrifugal	Set	60.00	421,272.42	25,276,345.20
SPL	Exhaust fan, Centrifugal, DDIW, SISW, BC	Set	34.00	281,752.62	9,579,589.08
SPL	Exhaust fan, Centrifugal Cabinet Inline Ducted Type (CCI)	Set	7.00	304,609.29	2,132,265.03
1200 (10)	Induced Jet Fan	Set	114.00	155,485.62	17,725,360.68
1200 (13) a	Air-conditioning - Package/Split type	L.S.	1.00	2,931,081.63	2,931,081.63
1200 (13) c	Air-conditioning - Centralized Air-condition Ducting	L.S.	1.00	533,226,047.11	533,226,047.11
1200 (14)	Ventilation	L.S.	1.00	48,183,378.27	48,183,378.27
SPL	LPG System	L.S.	1.00	4,339,036.66	4,339,036.66
<b>PART E Mechanical Works – Fire Protection</b>					
1202 (1)	Automatic Fire Sprinkler System (AFSS)	L.S.	1.00	182,276,334.11	182,276,334.11
SPL	Fire hose valve siames 100mm dia x 65mm diameter with cap	Set	120.00	22,646.10	2,717,532.00
1202 (5)	Fire hose cabinet assembly	Set	136.00	42,624.15	5,796,884.40
SPL	Fire Department connections 150 x 65 x 65 x 65mm, 4-way	Set	4.00	77,005.48	308,021.92
SPL	Pump Test Header 150x65x65mm, 2-way	Set	1.00	46,814.97	46,814.97



**EMIL K. SADAIN/ CESO I**  
Undersecretary for UPMO Operations  
and Technical Services

**JOHNSON V. DOMINGO**  
Project Director, BSPMC-UPMO

**MARY ANTOINETTE Z. PUNO**  
Department Chief Accountant, FS

**RAYMUND Q. DALANGIN**  
Vice President, for Operations

**ROGELIO D. PEIG II**  
Vice President, for Legal and Compliance

Item No.	Description	Unit	Quantity	Unit Price (₱)	Total Cost (₱)
SPL	Roof Manifold 100x65x65mm, 2-way	Set	8.00	51,804.06	414,432.48
SPL	Pre-action System	L.S.	1.00	4,108,934.81	4,108,934.81
SPL	Foam Fire Suppression System	L.S.	1.00	30,960,908.67	30,960,908.67
SPL	Gas Suppression System	L.S.	1.00	17,664,669.63	17,664,669.63
1208 (1)	Fire Alarm System (conduits and boxes only)	L.S.	1.00	29,435,167.38	29,435,167.38
<b>PART E Mechanical Works – Vertical Transport</b>					
1203 (1) SPL	Electric Elevator - 1350 kgs Service Elevator (13 stops, 13 door openings)	Set	4.00	12,828,987.72	51,315,950.88
1203 (1) SPL	Electric Elevator - 1350 kgs Passenger Elevator (7 stops, 7 door openings)	Set	2.00	10,166,689.01	20,333,378.02
1203 (1) SPL	Electric Elevator - 1350 kgs Passenger Elevator (4 stops, 4 door openings)	Set	3.00	8,735,734.30	26,207,202.90
<b>Total Contract Cost</b>				<b>8,067,000,000.00</b>	

- That this CONTRACT shall not take effect until the CONTRACTOR has furnished and delivered to the PROCURING ENTITY a Performance Bond that is fully acceptable to the PROCURING ENTITY in the form and amount as required.
- That in case the CONTRACTOR refuses or fails to satisfactorily complete the WORKS within the specified contract time, plus any time extension duly granted and is hereby in default under this CONTRACT, the CONTRACTOR shall pay the GOVERNMENT liquidated damages, and not by the way of penalty, an amount, as provided in the Conditions of Contract, equal to at least one tenth (1/10) of one (1) percent of the unperformed portion of the WORKS for everyday of delay, until the work is completed and accepted or taken by the Government.
- That in case the CONTRACTOR lags behind schedule in its WORKS and incurs 15% or more slippage based on its approved construction schedule, the Secretary of the Department of Public Works and Highways, may, at his discretion, terminate or rescind this Contract pursuant to existing laws, rules and regulations.
- That the CONTRACTOR shall comply with and strictly observe, all laws regarding workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws as per Ministry Order No. 9 series of 1981. Likewise, the guidelines for the Implementation of DOLE D.O. No. 13 Series of 1998 regarding Occupational Safety and Health shall be strictly followed.
- That the CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle the PROCURING ENTITY to suspend payment for services delivered by the CONTRACTOR in accordance with Section 3 of Executive Order No. 398 Series of 2005.
- That the CONTRACTOR shall likewise regularly present within the duration of this Contract, tax clearance is from the BIR as well as copies of income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- That the CONTRACTOR warrants that it has not given nor promised to give any money or gift to any employee or the PROCURING ENTITY (or the Philippine Government Instrumentality) to secure this CONTRACT.



12. That within a period of twelve (12) months after completion to final acceptance of the PROJECT, the CONTRACTOR shall remain liable for any damages or defects discovered on the works due to faulty construction or the use of inferior quality of materials or violation of terms of this CONTRACT.
13. That if any dispute or difference of any kind whatsoever arises between the PROCURING ENTITY and the CONTRACTOR, in connection with or arising out of the CONTRACT, or carrying out of the WORKS, it shall first be referred to and settled by the Secretary of the Procuring Entity before the dispute will be submitted to the Construction Industry Arbitration Commission (CIAC) for arbitration.
14. That this Contract becomes binding and valid upon approval of the Undersecretary of the Procuring Entity.
15. All other matters covered by the provisions of this Contract shall be governed by R.A. No. 9184, its revised implementing rules and regulations, the Civil Code of the Philippines and other existing laws.

**IN WITNESS WHEREOF**, the PARTIES hereto have caused this Contract to be executed the day, month and the year first above-written.

**DEPARTMENT OF PUBLIC  
WORKS AND HIGHWAYS  
(FIRST PARTY)**

**HILMARC'S CONSTRUCTION  
CORPORATION  
(SECOND PARTY)**

By:

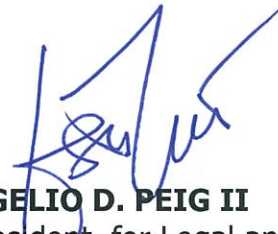
  
**EMIL K. SADAIN, CESO I**  
Undersecretary

By:

  
**RAYMUND Q. DALANGIN**  
Vice President, for Operations

Signed in the presence of:

  
**JOHNSON V. DOMINGO**  
Project Director, BSPMC-UPMO

  
**ROGELIO D. PEIG II**  
Vice President, for Legal and  
Compliance

To be financed by the Government of the Philippines.

  
**MARY ANTOINETTE Z. PUNO**  
Department Chief Accountant, FS



ACKNOWLEDGEMENT

Republic of the Philippines ) S.S  
City of QUEZON CITY )

**BEFORE ME**, as the Notary Public and within the City of QUEZON CITY personally appeared **EMIL K. SADAIN, CESO I**, Undersecretary, representing **Department of Public Works and Highways**, with Passport No. P1845209A issued by the Department of Foreign Affairs of the Republic of the Philippines, valid until February 2, 2022, and **RAYMUND Q. DALANGIN**, Vice President for Operations, Authorized Managing Officer representing **HILMARCS CONSTRUCTION CORPORATION** with Passport No. EC7252354 issued by the Department of Foreign Affairs of the Republic of the Philippines, valid until March 28, 2021 known to be the same persons who executes the foregoing CONTRACT AGREEMENT and they acknowledge to me that the same is their true act and deed for and in behalf of the parties they represented.

This instrument consisting of Twelve (12) pages including this page on which the Acknowledgement is written, duly signed by the contracting parties and witnesses on this instrument.

**IN WINNESS WHEREOF**, I have hereunto affixed my signature and Official Seal this \_\_\_\_\_ day of 15 MAR 2019, 2019.

HILMARCS CONSTRUCTION CORPORATION  
(SECOND PARTY)

**ROGELIO D. PEIG II**  
Vice President, for Legal and Compliance

**RAYMUND Q. DALANGIN**  
Vice President, for Operations

**MARY ANTOINETTE Z. PUNO**  
Department Chief Accountant, FS

Witness as to funding only  
per DPWH OR No. 2194624 dtd 10-17-18 & FY  
2018 MYOA-BMB-C-18-0000076 dated 10-25-18  
under Trust Fund (Senate)

**JOHNSON V. DOMINGO**  
Project Director, BSPMC-UPMO

**EMIL K. SADAIN, CESO I**  
Undersecretary for UPMO Operations  
and Technical Services

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
(FIRST PARTY)

**REDEMPTOR D. PEIG**  
NOTARY PUBLIC FOR AND IN QUEZON CITY  
ADM MATTER NO. NP-348 (2018-2019)  
My Commission expires on December 31, 2019  
Ground Floor Mission Garden Condominium  
59 Scout Ybardolaza St., South Triangle, Quezon City  
PTR OR No. 7324737 / 01-04-19, Quezon City  
IBP No. 010597, Lifetime Member  
MCLE Compliance No. V - 0013136  
Roll No. 42907

**CONSTRUCTION OF THE NEW SENATE BUILDING, SENATE OF THE  
PHILIPPINES, NAVY VILLAGE, FORT BONIFACIO, TAGUIG CITY**