



CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of **JUN 11 2025**, between the **National Irrigation Administration - Pangasinan Irrigation Management Office, Urdaneta City, Pangasinan**, represented herein by its Division Manager A, **JOHN N. MOLANO, MSME** (hereinafter called the "Entity"), and **JO CONSTRUCTION AND SUPPLY, 97 Alitaya Mangaldan, Pangasinan** represented herein by its Proprietor, **ROBERTO M. FRIALDE, JR.** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor executes the **SINOCALAN RIS (REPAIR-NIS CY 2025)** located in **MANGALDAN, PANGASINAN** under Contract No. **R1-PIMO-25-04-065** (hereinafter called the "Works"), and the Entity has accepted the Bid for the said project in the amount of **NINE MILLION FOUR HUNDRED FIFTY THOUSAND SEVEN HUNDRED TWENTY-FIVE AND 73/100 PESOS ONLY (PHP 9,450,725.73)** by the Contractor for the execution and completion of such works and remedying of any defects therein.

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;
 - 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;
3. 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

JO CONSTRUCTION AND SUPPLY
(CONTRACTOR)

By: **ROBERTO M. FRIALDE, JR.**
Proprietor

WITNESSES :

[Signature]
VENECIO D. HERRERA

[Signature]
FRANCIS DAVE T. RAMIREZ

NATIONAL IRRIGATION
ADMINISTRATION
(NIA)

[Signature]
JOHN N. MOLANO, MSME
Division Manager A





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PANGASINAN IRRIGATION MANAGEMENT OFFICE



- 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.
4. In consideration for the sum of **NINE MILLION FOUR HUNDRED FIFTY THOUSAND SEVEN HUNDRED TWENTY-FIVE AND 73/100 PESOS ONLY (PHP 9,450,725.73)** or such other sums as may be ascertained, **JOF CONSTRUCTION AND SUPPLY** agrees to execute and complete the project in accordance with its Bid.
5. The National Irrigation Administration - Pangasinan Irrigation Management Office agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

PROCURING ENTITY:


JOHN N. MOLANO, MSME
Division Manager A

CONTRACTOR:


ROBERTO M. FRIALDE, JR.
Proprietor
JOF CONSTRUCTION AND SUPPLY

WITNESSES:


FRANCIS DAVE T. RAMIREZ


HECTOR D. MANABE





SPECIAL CONDITIONS OF THE CONTRACT

JOI OF CONSTRUCTION AND SUPPLY
(CONTRACTOR)

By: **ROBERTO M. FRIALDE, JR.**
Proprietor

WITNESSES :

[Signature]
Francisco S. Nolasco

[Signature]
Francis Dave T. Ramirez

NATIONAL IRRIGATION
ADMINISTRATION
(NIA)

[Signature]
JOHN N. MOLANO, MSME
Division Manager A

GCC CLAUSE							
1.21	The PROCURING ENTITY is the NATIONAL IRRIGATION ADMINISTRATION, Pangasinan IMO, Urdaneta City, Pangasinan						
1.22	The PROCURING ENTITY's REPRESENTATIVE is JOHN N. MOLANO, MSME, Division Manager A.						
1.24	The site is located at Mangaldan, Pangasinan.						
1.27	The start date is upon the receipt of Notice to Proceed						
1.30	The WORKS consist of the following:						
	ITEM NO.	DESCRIPTION	UNIT	QTY.	Unit Price (Php)	Amount (Php)	
	I.	PROJECT BILLBOARD (8ft. x 8ft.)	l.s.	1.00	6,783.48	6,783.48	
	II.	TEMPORARY WORKS (BODEGA), MOB. AND DEMOB. WORKS	l.s.	1.00	260,766.46	260,766.46	
	III.	CONSTRUCTION SAFETY AND HEALTH PROGRAM	l.s.	1.00	102,451.28	102,451.28	
	IV.	EMBANKMENT PROTECTION					
	a.	Common Excavation (Mechanized)	cu.m.	766.63	200.57	153,762.98	
	b.	Backfilling with Compaction	cu.m.	766.63	246.88	189,265.61	
	c.	Borrow Haul with Compaction (Mechanized)	cu.m.	673.77	462.95	311,921.82	
	d.	Concrete Canal Lining, 170 kg./sq.cm., Class B	cu.m.	470.49	11,286.05	5,309,973.66	
	e.	Proc./Inst. of PVC Waterstop, 3/16" x 6"	l.m.	120.02	1,122.13	134,678.04	
	f.	Proc./Inst. of Silicon Sealant	tubes	44.00	400.35	17,615.40	
	f1.	Reinforcing Steel Bars; All Sizes					
	f2.	Furnishing and Stockpiling	kgs.	13,594.00	91.95	1,249,968.30	
	g.	Cutting, Bending and Placing	kgs.	13,594.00	60.16	817,815.04	
	h.	Gravel Bedding	cu.m.	138.06	1,893.28	261,386.24	
	i.	Concrete Demolition w/ Disposal (Mechanized)	cu.m.	2.17	1,274.00	2,764.58	
	SUB-TOTAL						8,816,388.32





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PANGASINAN IRRIGATION MANAGEMENT OFFICE



JOF CONSTRUCTION AND SUPPLY
(CONTRACTOR)

By: **ROBERTO M. FRIALDE, JR.**
Proprietor

WITNESSES :

[Signature]
WILSON D. HERNANDEZ

[Signature]
FRANCIS DAVE T. RAMIREZ

**NATIONAL IRRIGATION
ADMINISTRATION**
(NIA)

[Signature]
JOHN N. MOLANO, MSME
Division Manager A

ITEM NO.	DESCRIPTION	UNIT	QTY.	Unit Price (Php)	Amount (Php)
V.	CANAL STRUCTURES				
a.	Structure Excavation (Mechanized)	cu.m.	5.88	267.45	1,572.61
b.	Structure Backfill with Compaction (Mechanized)	cu.m.	2.70	313.75	847.13
c.	Concrete Structure, 211 kg./sq.cm., Class A	cu.m.	29.85	13,556.86	404,672.27
d.	Concrete Structure, 170 kg./sq.cm., Class B	cu.m.	0.44	11,543.78	5,079.26
Ee.	Gravel Bedding	cu.m.	4.27	1,893.28	8,084.31
f.	Reinforcing Steel Bars; All Sizes				
f1.	Furnishing and Stockpiling	kgs.	892.16	91.95	82,034.11
f2.	Cutting, Bending and Placing	kgs.	892.16	60.16	53,672.35
g.	Proc./Inst. of PVC Waterstop, 3/16" x 6" Dumbbell Type	l.m.	6.00	1,122.13	6,732.78
VI.	CANAL TURN OUT FACILITIES				
a.	Structure Excavation (Mechanized)	cu.m.	7.75	267.45	2,072.74
b.	Structure Backfill with Compaction (Mechanized)	cu.m.	5.20	313.75	1,631.50
c.	Concrete Structure, 170 kg./sq.cm., Class B		2.94	11,543.78	33,938.71
d.	Gravel Bedding	cu.m.	0.53	1,893.28	1,003.44
e.	Reinforcing Steel Bars; All Sizes				
e1.	Furnishing and Stockpiling	kgs.	87.00	91.95	7,999.65
e2.	Cutting, Bending and Placing	kgs.	87.00	60.16	5,233.92
f.	Proc./Inst. of Reinforced Concrete Pipes, 12"/300 mm ø	pcs.	4.00	4,107.08	16,428.32
g.	Disposal of Excavated Materials	cu.m.	2.55	223.43	569.75
SUB-TOTAL					631,572.83
TOTAL					9,450,725.73





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JOF CONSTRUCTION AND SUPPLY
(CONTRACTOR)

By: ROBERTO M. FRIALDE, JR.
Proprietor

WITNESSES :

Francis Dave T. Ramirez
Francis Dave T. Ramirez

4.1	The Intended Completion Date is Three Hundred (300) Calendar Days from the effectivity of the Contract
7.2	<i>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.</i>
10	No dayworks are applicable to the contract.
13	The amount of the advance payment is fifteen percent (15%) of the Contract Price, to be made as per herein schedule: a. First (1st) Installment, <i>7.5% of the Contract Price</i> – upon submission to and acceptance by NIA of an irrevocable Standby Letter of Credit from a commercial bank, a bank guarantee or a surety bond, callable upon demand in accordance with Clause 39.2 and duly signed Construction Safety and Health Program approved by the DOLE. b. Second (2nd) Installment, <i>7.5% of the Contract Price</i> – after the Contractor has fully mobilized the initial equipment and manpower required for the project as specified in this Bid Documents; and/or c. The advance payment of 15% of the Contract Price maybe claim if the Contractor is able to comply and submit all above-mentioned documentary requirements.
14	Unassembled materials delivered on the site shall not be included for payment.
15.1	The date by which “as built” drawings are required is prior to the submission of the Final Billing Claims.
15.2	The amount to be withheld for failing to produce “as built” drawings by the date required is 1% of the total contract amount .

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ADMINISTRATION
(NIA)

JOHN N. MOLANO, MSME
Division Manager A





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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

_____) S. S.
URDANETA CITY, PANGASINAN

Before me, a Notary Public, for and in **URDANETA CITY, PANGASINAN**, Philippines, personally appeared the following:

JOHN M. MOLANO, MSME
Division Manager A

Valid Gov't I.D. No. : 0067588
Issued on : 09/13/1993
Valid Until : 08/25/2027

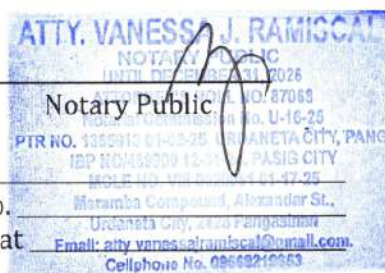
ROBERTO M. FRIALDE, JR.
Proprietor
JOF CONSTRUCTION AND SUPPLY

Valid Gov't I.D. No. : P3764737B
Issued on : November 07, 2019
Valid Until : November 06, 2029

known to me and to me known to be the same persons who executed and signed the foregoing instrument and who acknowledged to me that the same is their true and voluntary acts and deeds, and that of the agency/entity they respectively represent.

This instrument is a Contract Agreement for the **SINOCALAN RIS (REPAIR-NIS CY 2025)** located in **MANGALDAN, PANGASINAN** under Contract No. **R1-PIMO-25-04-065**, consisting of Six (6) pages including this page where the acknowledgement is written. Pages 1, 3, 4, and 5 are signed on the left margin thereof and page 2 is signed on the corresponding spaces provided thereof by the Parties and their instrumental witnesses and sealed with Notarial Seal.

WITNESS MY HAND AND SEAL this _____ day of **JUN 11 2025**
, at _____
URDANETA CITY, PANGASINAN



Until _____
PTR No. _____
Issued at _____
on _____

Doc. No. 187;
Page No. 34;
Book No. 23;
Series of 201

