

Department of Public Works and Highways (DPWH)

Contract ID : 25L0-0079  
Contract Name : Road Widening – Maharlika Highway (Davao City – Jct. Digos Sect) – K1546+954 – K1547+499, K1547+611 – K1548+178, K1548+259 – K1548+280, K1554+464 – K1554+835, K1555+099 – K1555+133, K1555+167 – K1555+191, K1557+466 – K1557+533, K1561+860 – K1561+872, Davao del Sur  
Location of the Contract : Digos City, Davao del Sur

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT AGREEMENT, made this JUN 20 2015 day of \_\_\_\_\_ 2025, by and between:

The **GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES** through the Department of Public Works and Highways (DPWH), Regional Office XI, represented herein by **JUBY B. CORDON**, Regional Director, duly authorized for this purpose, with main office address at R. Magsaysay Avenue, Davao City, hereinafter referred to as the **"PROCURING ENTITY"**;

-and-

**TKS BUILDERS & SUPPLIES**, a single proprietorship organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at 036 Quezon Ave., Zone I, Digos City, represented herein by **MICHAEL U. TE**, General Manager, 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 **Contract ID: 25L0-0079: Road Widening – Maharlika Highway (Davao City – Jct. Digos Sect) – K1546+954 – K1547+499, K1547+611 – K1548+178, K1548+259 – K1548+280, K1554+464 – K1554+835, K1555+099 – K1555+133, K1555+167 – K1555+191, K1557+466 – K1557+533, K1561+860 – K1561+872, Davao 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 the calculated unit bid prices shown in the attached Bill of Quantities, a total Contract price of **Fifty Four Million One Hundred Forty Five Thousand Two Hundred Five Pesos and 86/100 (Php 54,145,205.86)** to be completed within **Two Hundred Eighty (280) calendar days**.

**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 meaning 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" (Annex "D")
    - (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 (Annex "B")
    - (3) Bidding Documents with Bid Bulletins
    - (4) Specifications
    - (5) Drawings
    - (6) Special Conditions of Contract (SCC)
    - (7) General Conditions of the Contract (GCC)
    - (8) Performance Security (Annex "E")
    - (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 & (Annex "G")
      - (c) Manpower Schedule
      - (d) Equipment Utilization Schedule
      - (e) Construction Safety and Health Program initially approved by the Head of the Procuring Entity
      - (f) Contractors' All Risk Insurance (CARI)

Witnesses:

For the Contractor

MA. ESTHER ANN N. TE

For the Entity

Subject to the provisions of Executive Order No. 91, s. 2019

MARIA MONALISSA M. REYES  
Accountant IV

TKS BUILDERS & SUPPLIES

BY:

MICHAEL U. TE  
General Manager

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS – REGION XI

BY:

JUBY B. CORDON  
Regional Director

# Department of Public Works and Highways (DPWH)

Contract ID : 25L0-0079  
 Contract Name : Road Widening - Maharlika Highway (Davao City - Jct. Digos Sect) - K1546+954 - K1547+499, K1547+611 - K1548+178, K1548+259 - K1548+280, K1554+464 - K1554+835, K1555+099 - K1555+133, K1555+167 - K1555+191, K1557+466 - K1557+533, K1561+860 - K1561+872, Davao del Sur  
 Location of the Contract : Digos City, Davao del Sur

(g) 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.

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.

The following are the quantities and items of Work included in the scope of work:

Item No.	Description	Qty.	Unit	Unit Cost (P)	Total Amount (P)
<b>PART A - FACILITIES FOR THE ENGINEER</b>					
A.1.1(3)	Construction of Field Office for the Engineer	1.00	L.s.	35,000.00	35,000.00
A.1.1(16)	Operation & Maintenance of Field Office for the Engineer	9.50	Month	20,066.00	190,627.00
<b>PART B - OTHER GENERAL REQUIREMENTS</b>					
B.3	Permits and Clearances	1.00	L.s.	10,000.00	10,000.00
B.4(1)	Construction Survey and Staking	1.64	Km.	5,651.05	9,267.72
B.5	Project Billboard/Signboard (2 DPWH)	2.00	Each	4,030.00	8,060.00
B.5	Project Billboard/Signboard (2 DENR-EMB)	2.00	Each	3,022.00	6,044.00
B.5	Project Billboard/Signboard (2 COA)	2.00	Each	5,037.00	10,074.00
B.7(2)	Occupational Safety and Health Program	1.00	L.s.	480,000.00	480,000.00
B.8(1)	Traffic Management	9.50	Month	20,000.00	190,000.00
B.9	Mobilization/Demobilization	1.00	L.s.	180,000.00	180,000.00
B.12	Removal and Relocation of Utilities (Electric Post)	1.00	L.s.	2,700,000.00	2,700,000.00
<b>PART C - EARTHWORKS</b>					
100(1)	Clearing and Grubbing	2.85	Ha.	211,497.00	602,766.45
100(3)a2	Individual Removal of Trees, 301-500 mm dia., Small	55.00	Each	2,505.00	137,775.00
101(2)	Removal of Actual Structures/Obstruction (Drainage Structures)	9.00	Each	2,796.00	25,164.00
101(3)b7	Removal of Actual Structures/Obstruction, 0.33 m thick PCCP (Unreinforced)	24.51	Sq.m.	205.00	5,024.55
101(3)d	Removal of Actual Structures/Obstruction, 0.10 m thick, Sidewalk	28.50	Sq.m.	77.00	2,194.50
101(4)a3	Removal of Actual Structures/Obstruction, 910 mm dia., RCPC	2.00	Ln.m.	908.00	1,816.00
101(4)c	Removal of Actual Structures/Obstruction, Curb and Gutter	15.00	Ln.m.	100.00	1,500.00
101(8)	Removal of Existing Guardrails	319.29	Ln.m.	210.00	67,050.90
101(9)	Removal of Existing Guardrail Posts	26.00	Each	140.00	3,640.00
102(2)	Surplus Common Excavation	18,073.00	Cu.m.	187.00	3,379,651.00
103(1)a	Structure Excavation, Common Soil	411.00	Cu.m.	337.00	138,507.00
103(3)	Foundation Fill	40.00	Cu.m.	1,774.00	70,960.00
103(6)a	Pipe Culverts and Drain Excavation, Common Soil	214.00	Cu.m.	338.00	72,332.00

Witnesses:

For the Contractor

MA. ESTHER ANN N. TE

For the Entity

Subject to the provisions of Executive Order No. 91, s. 2019

MARIA MONALISSA M. REYES  
Accountant IV

TKS BUILDERS & SUPPLIES

BY:

MICHAEL U. TE  
General Manager

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS - REGION XI

BY:

JUBY B. CORDON  
Regional Director

# Department of Public Works and Highways (DPWH)

Contract ID : 25L0-0079  
 Contract Name : Road Widening – Maharlika Highway (Davao City – Jct. Digos Sect) – K1546+954 – K1547+499, K1547+611 – K1548+178, K1548+259 – K1548+280, K1554+464 – K1554+835, K1555+099 – K1555+133, K1555+167 – K1555+191, K1557+466 – K1557+533, K1561+860 – K1561+872, Davao del Sur  
 Location of the Contract : Digos City, Davao del Sur

Item No.	Description	Qty.	Unit	Unit Cost (P)	Total Amount (P)
104(1)a	Embankment from Roadway/Structure Excavation, Common Soil	6,333.00	Cu.m.	300.00	1,899,900.00
105(1)a	Subgrade Preparation, Common Material	14,321.50	Sq.m.	21.66	310,203.69
<b>PART D – SUBBASE AND BASE COURSE</b>					
200(1)	Aggregate Subbase Course	4,485.00	Cu.m.	1,475.00	6,615,375.00
<b>PART E – SURFACE COURSES</b>					
311(1)c1	Portland Cement Concrete Pavement (Unreinforced), 0.23 m thick, 14 days	5,595.75	Sq.m.	1,510.00	8,449,582.50
311(1)g1	Portland Cement Concrete Pavement (Unreinforced), 0.33 m thick, 14 days	9,812.36	Sq.m.	2,130.00	20,900,326.80
<b>PART F – DRAINAGE CONSTRUCTION</b>					
404(1)a	Reinforcing Steel, Grade 40	18,695.00	Kg.	70.00	1,308,650.00
405(1)a3	Structural Concrete, 20.68 MPa, Class A, 28 days	257.00	Cu.m.	7,935.00	2,039,295.00
<b>PART G – DRAINAGE AND SLOPE PROTECTION STRUCTURES</b>					
500(1)b3	Pipe Culverts, 910 mm dia., Class IV, RCPC	25.00	Ln.m.	7,204.00	180,100.00
500(3)b1	Lined Canal, Rectangular, Concrete (0.6m x 0.8m)	67.00	Ln.m.	4,300.00	288,100.00
506(1)	Stone Masonry	10.00	Cu.m.	4,000.00	40,000.00
508(1)	Hand-laid Rock Embankment	4.00	Cu.m.	1,500.00	6,000.00
<b>PART H – MISCELLANEOUS STRUCTURES</b>					
603(3)a1	Metal Guardrail (Metal Beam) Including Post, Single, W-Beam	446.20	Ln.m.	5,800.00	2,587,960.00
603(4)b	Metal Beam End Piece, Bull Nose	12.00	Each	10,601.00	127,212.00
611(1)	Trees (Furnishing and Transplanting)	5,500.00	Each	76.00	418,000.00
612(1)	Reflectorized Thermoplastic Pavement Markings, White	699.51	Sq.m.	925.00	647,046.75
<b>GRAND TOTAL = PHP 54,145,205.86</b>					

Witnesses:

For the Contractor

MA. ESTHER ANN N. TE

For the Entity

Subject to the provisions of Executive Order No. 91, s. 2019

MARIA MONALISSA M. REYES  
Accountant IV

TKS BUILDERS & SUPPLIES

BY:

MICHAEL U. TE  
General Manager

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS – REGION XI

BY:

JUBY B. CORDON  
Regional Director

- 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 the CONTRACT AGREEMENT at the times and in the manner prescribed by this CONTRACT AGREEMENT.
- Unjustified SLIPPAGE of more than 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.
- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employees of the ENTITY (or any Philippine Government Instrumentality) to secure this contract.
- The CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle the Government to suspend payment for the services delivered by the contracting party.
- The CONTRACTOR shall likewise regularly present within the duration of the contract, a tax clearance from the BIR as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with tax payments made thereon.
- The government hereby adopts the Cash Budgeting System (CBS) in accordance with provisions of Executive Order 91, s. 2019, effective 01 January 2019. Accordingly, the following are hereby directed:

**Department of Public Works and Highways (DPWH)**

Contract ID : 25L0-0079  
Contract Name : Road Widening – Maharlika Highway (Davao City – Jct. Digos Sect) – K1546+954 – K1547+499, K1547+611 – K1548+178, K1548+259 – K1548+280, K1554+464 – K1554+835, K1555+099 – K1555+133, K1555+167 – K1555+191, K1557+466 – K1557+533, K1561+860 – K1561+872, Davao del Sur  
Location of the Contract : Digos City, Davao del Sur

-----

- a) All authorized appropriations shall be available for obligation and disbursement only until the end of each fiscal year (FY);
- b) Obligations incurred by the National Government within each FY shall be implemented during the same FY. Goods and services corresponding to said obligations shall be delivered or rendered, inspected and accepted by the end of each FY; and
- c) Payments for obligations incurred shall be made until the end of the extended payment period (EPP), which shall be three (3) months after the end of the validity of appropriations against which they were obligated, unless another period has been determined by the Department of Budget and Management (DBM), upon consultation with relevant agencies.

Appropriations covering financial subsidy to local government units (LGUs) shall be available for obligation and disbursement until the end of succeeding FY. On the other hand, appropriations for the statutory share of LGUs shall be available for obligation and disbursement until fully expended.

All funds transferred between or among government agencies and LGUs shall not be considered disbursed under this Section, until the transferred amounts have been actually utilized to pay for goods delivered and service rendered, inspected and accepted.

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

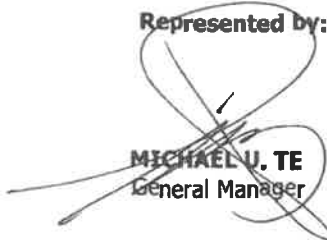
**PROCURING ENTITY:**

**Represented by:**

  
**JUBY B. CORDON**  
Regional Director

**CONTRACTOR:**

**Represented by:**

  
**MICHAEL U. TE**  
General Manager

**Witnesses :**

Subject to the provisions of Executive  
Order No. 91, s. 2019

  
**MARIA MONALISSA M. REYES**  
Accountant IV

**Witnesses :**

  
**MA. ESTHER ANN N. TE**

Department of Public Works and Highways (DPWH)

Contract ID : 25L0-0079  
Contract Name : Road Widening - Maharlika Highway (Davao City - Jct. Digos Sect) - K1546+954 - K1547+499, K1547+611 - K1548+178, K1548+259 - K1548+280, K1554+464 - K1554+835, K1555+099 - K1555+133, K1555+167 - K1555+191, K1557+466 - K1557+533, K1561+860 - K1561+872, Davao del Sur  
Location of the Contract : Digos City, Davao del Sur

Witnesses:

For the Contractor

MA. ESTHER ANN N. TE

ACKNOWLEDGMENT

Republic of Philippines)  
City of \_\_\_\_\_) . . .

Before me, a Notary Public for and in the City of Davao, personally appeared:

NAME

COMM. TAX CERT. NO.

DATE/PLACE ISSUED

JUBY B. CORDON

016504413

D.C.

MICHAEL U. TE

K2-866-148-10

Digos, D.O.S

known to me and to me known to be the same persons who executed the foregoing instrument which consist of five (5) pages including this page on which this Acknowledgment is written and acknowledged to me that the same is their free and voluntary act and deed.

JUN 26 2025

WITNESS MY HAND AND SEAL, this \_\_\_\_\_ day of \_\_\_\_\_, 2025 in the city \_\_\_\_\_, Philippines.

TKS BUILDERS & SUPPLIES

BY:

MICHAEL U. TE

General Manager

Doc. No. 502  
Page No. 90  
Book No. V  
Series of 2025

ATTY. ARNOLD V. DORIA  
Notary Public

Comm. Serial No. 2024-154-2025  
Until December 31, 2025  
Roll of Attorney No. 57364  
MCLE No. VII-0029551  
OR No. 486778 / 12-23-24 (CY 2025) / Davao City  
R No. 83300734 / 12-23-24 (CY 2025) / Davao City  
TIN: 137-131-138  
Email: doria.arnold@npsa.gov.ph

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS - REGION XI

BY:

JUBY B. CORDON

Regional Director

DOCUMENTARY STAMP TAX PAID

Serial No. 03866739

Date: \_\_\_\_\_

Original Stamp Affixed on the First Copy