

Department of Public Works and Highways (DPWH)

Contract ID : 25L0-0092
Contract Name : Construction of Concrete Road – Upper Tibanban – Oregon – Magdug Road, Package 4, Davao Oriental
Location of the Contract : Governor Generoso, Davao Oriental

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT AGREEMENT, made this JUN 30 2025 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-

MAER SUMMIT KONSTRUKT CO., a single proprietorship organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at 43 Telstar, Doña Vicenta Village, Davao City, represented herein by **DINO MAE D. SUELTO**, Authorized Managing Officer, 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: 25L0-0092: Construction of Concrete Road – Upper Tibanban – Oregon – Magdug Road, Package 4, Davao Oriental**, 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 **Seventy-Two Million Five Hundred Eighty-Four Thousand One Hundred Three Pesos and 63/100 (Php 72,584,103.63)** to be completed within **Two Hundred Ten (210) 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)
 - (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.

Witnesses:

For the Contractor

JOVENTINO R. CAHULOGAN
FOD Manager

For the Entity

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

MARIA MONALISSA M. REYES
Accountant IV

MAER SUMMIT KONSTRUKT CO.
BY:

DINO MAE D. SUELTO
Authorized Managing Officer

DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS – REGION XI
BY:

JUBY B. CORDON
Regional Director

Department of Public Works and Highways (DPWH)

Contract ID : 25LO-0092
Contract Name : Construction of Concrete Road – Upper Tibanban – Oregon – Magdug Road, Package 4, Davao Oriental
Location of the Contract : Governor Generoso, Davao Oriental

Witnesses:

For the Contractor

[Signature]
JOVENIO P. CAHULOG,
FOD Manager

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)
Part A – FACILITIES FOR THE ENGINEER					
A.1.1(3)	Construction of Field Office for the Engineer	1.00	L.s.	180,462.39	180,462.39
A.1.1(16)	Operation and Maintenance of Field Office for the Engineer	7.00	Month	21,848.31	152,938.17
Part B – OTHER GENERAL REQUIREMENTS					
B.3	Permits and Clearances	1.00	L.s.	22,850.88	22,850.88
B.4(1)	Construction Survey and Staking	1.76	Km.	5,040.48	8,871.24
B.5	Project Billboard/Signboard (2 DPWH)	2.00	Each	5,438.10	10,876.20
B.5	Project Billboard/Signboard (2 DENR-EMB)	2.00	Each	4,675.49	9,350.98
B.5	Project Billboard/Signboard (2 COA)	2.00	Each	6,367.35	12,734.70
B.7(2)	Occupational Safety and Health Program	1.00	L.s.	249,348.75	249,348.75
B.8(1)	Traffic Management	7.00	Month	38,515.20	269,606.40
B.9	Mobilization/Demobilization	1.00	L.s.	619,500.00	619,500.00
Part C – EARTHWORKS					
100(1)	Clearing and Grubbing	0.27	Ha.	128,745.85	34,761.38
100(3)a1	Individual Removal of Trees, 150-300 mm dia., Small	15.00	Each	450.09	6,751.35
103(1)a	Structure Excavation, Common Soil	1,846.39	Cu.m.	332.86	614,589.38
103(3)	Foundation Fill	113.00	Cu.m.	1,099.76	124,272.88
103(6)a	Pipe Culverts and Drain Excavation, Common Soil	107.00	Cu.m.	357.04	38,203.28
104(1)a	Embankment from Roadway/Structure Excavation, Common Soil	5,138.28	Cu.m.	392.98	2,019,241.27
104(2)a	Embankment from Borrow, Common Soil	7,833.27	Cu.m.	827.97	6,485,712.56
105(1)a	Subgrade Preparation, Common Material	15,071.00	Sq.m.	28.34	427,112.14
Part D – SUBBASE AND BASE COURSE					
200(1)	Aggregate Subbase Course	2,693.00	Cu.m.	1,122.45	3,022,757.85
Part E – SURFACE COURSES					
311(1)a	Portland Cement Concrete Pavement (Unreinforced), 0.15 m thick, 14 days	3,516.22	Sq.m.	1,337.57	4,703,190.39
311(1)e1	Portland Cement Concrete Pavement (Unreinforced), 0.28 m thick, 14 days	13,583.51	Sq.m.	1,619.62	22,000,124.47
Part F.1 – DRAINAGE CONSTRUCTION					
404(1)a	Reinforcing Steel, Grade 40	6,941.00	Kg.	94.15	653,495.15
405(1)a3	Structural Concrete 20.68 MPa, Class A, 28 days	93.00	Cu.m.	8,748.32	813,593.76
Part F.2 – BRIDGE CONSTRUCTION					
400(17)e	Concrete Piles Cast in Drilled Holes, 1.20 m dia.	150.00	Meter	54,978.77	8,246,815.50
400(23)e2	Permanent Casing, 1.20 m dia., 12 mm thk.	48.00	Meter	59,425.37	2,852,417.76
400(26)a	Pile Integrity Testing, Crosshole-Sonic	4.00	Each	151,395.89	605,583.56
400(27)	High Strain Dynamic Testing (P.D.A.)	2.00	Each	314,917.38	629,834.76
404(1)a	Reinforcing Steel, Grade 40	3,594.00	Kg.	94.56	339,848.64

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

[Signature]
MARIA MONALISSA M. REYES
Accountant IV

MAER SUMMIT KONSTRUKT CO.
BY:

[Signature]
DINO MAE D. SUELTO
Authorized Managing Officer

DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS – REGION XI
BY:

[Signature]
JUBY B. CORDON
Regional Director

Department of Public Works and Highways (DPWH)

Contract ID : 25LO-0092
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 Location of the Contract : Governor Generoso, Davao Oriental

Witnesses:

For the Contractor


JOYE P. CANULOGAN
 FOD Manager

For the Entity

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


MARIA MONALISSA M. REYES
 Accountant IV

MAER SUMMIT KONSTRUKT CO.
 BY:


DINO MAE D. SUELTO
 Authorized Managing Officer

DEPARTMENT OF PUBLIC WORKS
 AND HIGHWAYS – REGION XI
 BY:


JUBY B. CORDON
 Regional Director

Item No.	Description	Qty.	Unit	Unit Cost (P)	Total Amount (P)
404(1)b	Reinforcing Steel, Grade 60	9,104.00	Kg.	95.68	871,070.72
405(1)b2	Structural Concrete, 27.58 MPa, Class A, 14 days	76.20	Cu.m.	8,717.41	664,266.64
407(8)	Lean Concrete, Class B (16.50 MPa)	1.34	Cu.m.	6,170.13	8,267.97
1716(30)a	Temporary Steel Casing, Furnished (1.2 m diam., 12 mm thick)	50.00	Meter	14,453.33	722,666.50
1716(30)a	Temporary Steel Casing, Driven (1.2 m diam., 12 mm thick)	150.00	Meter	5,545.52	831,828.00
1716(30)b	Temporary Steel Casing, Extraction (1.2 m diam., 12 mm thick)	150.00	Meter	4,436.41	665,461.50
Part G – DRAINAGE AND SLOPE PROTECTION STRUCTURES					
500(1)b3	Pipe Culverts, 910 mm dia., Class IV, RCPC	31.00	Ln.m.	7,300.43	226,313.33
500(1)b6	Pipe Culverts, 1520 mm dia., Class IV, RCPC	67.00	Ln.m.	11,296.58	756,870.86
500(3)b1	Lined Canal, Rectangular, Concrete	902.00	Ln.m.	4,927.67	4,444,758.34
505(2)a	Grouted Riprap, Class A (Slope Protection)	544.15	Cu.m.	3,377.19	1,837,697.94
505(2)a	Grouted Riprap, Class A	43.00	Cu.m.	3,473.28	149,351.04
506(1)	Stone Masonry	65.00	Cu.m.	4,003.70	260,240.50
508(1)	Hand Laid Rock Embankment	25.00	Cu.m.	3,036.29	75,907.25
Part H – MISCELLANEOUS STRUCTURES					
603(3)a1	Metal Guardrail (Metal Beam) including Post, Single, W-Beam	123.30	Ln.m.	3,743.89	461,621.64
603(4)b	Metal Beam End Piece, Bull Nose	8.00	Each	11,032.06	88,256.48
605(1)e2	Warning Signs, 750 mm, W1-5B, Horizontal Alignment Winding Road L or R	1.00	Each	9,877.93	9,877.93
605(1)ab3	Warning Signs, 750 mm, W5-5C, Road Obstacle Signs Steep Climb	1.00	Each	9,877.93	9,877.93
605(6)e1	Hazard Markers, 450 x 600 mm, Chevron Signs	104.00	Each	10,034.66	1,043,604.64
611(1)	Trees (Furnishing and Transplanting)	1,500.00	Each	72.29	108,435.00
612(1)	Reflectorized Thermoplastic Pavement Markings, White	395.27	Sq.m.	943.72	373,024.20
612(2)	Reflectorized Thermoplastic Pavement Markings, Yellow	367.57	Sq.m.	964.25	354,429.37
622(1)a	Coco-net, CN 400	5,311.00	Sq.m.	411.87	2,187,441.57
622(2)c	Coco-logs/Fascine, CN 300	1,305.00	Ln.m.	489.55	638,862.75
622(3)b	Vegetation, Vetiver Grass System	5,311.00	Sq.m.	120.34	639,125.74
GRAND TOTAL =					Php 72,584,103.63

- 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.

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8. 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.
9. 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:
- 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

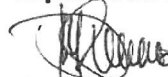
Witnesses :

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


MARIA MONALISSA M. REYES
Accountant IV

CONTRACTOR:

Represented by:



DINO MAE D. SUELTO
Authorized Managing Officer

Witnesses :


JOVENTINO P. CAHULOGAN
FOD Manager

Department of Public Works and Highways (DPWH)

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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
<u>JUBY B. CORDON</u>	<u>06504443</u>	<u>DAVAO CIty</u>
<u>DINO MAE D. SUELTO</u>	<u>24154826</u>	<u>D-r.</u>

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 30 2025

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

Witnesses:

For the Contractor

JOYENTINO P. CAHULOGAN
FOD Manager

For the Entity

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

MARIA MONALISSA M. REYES
Accountant IV

MAER SUMMIT KONSTRUKT CO.
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DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS – REGION XI
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JUBY B. CORDON
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Series of 2025



ATTY. SOTELO VINCENT A. CABRERA
COMMISSION SERIAL NO. 2025-022-2026
NOTARY PUBLIC for DAVAO CITY
Valid Until December 31, 2026
ROLL OF ATTORNEYS NO. 87989
IBP O.B. NO. 491063 dtd 12/05/2024
PTR O.R. NO. 05371120 dtd 12/06/2024 Davao City
OFFICE ADDRESS: Door 5, Tuscan Building, Reg-esa corner
Davao City
Mobile: 970-000-0000, 970-000-0000