

Department of Public Works and Highways (DPWH)

Contract ID : 25L0-0094  
Contract Name : Construction of Drainage Structure along Road – Maharlika Highway K1508 + (-092) – K1508 + (-056),  
Davao City  
Location of the Contract : Davao City

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

JUN 30 2025

THIS CONTRACT AGREEMENT, made this \_\_\_\_\_ 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-

**AGONG BUILDERS & CONST. SUPPLY, INC.**, a corporation organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at 285 Carnation St. Davao City, XI 8000, represented herein by **RAYMARC KIM T. AMPLAYO**, President, 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: 25L0-0094: Construction of Drainage Structure along Road – Maharlika Highway K1508 + (-092) – K1508 + (-056), Davao City**, 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 **Three Million Seven Hundred Fifty Two Thousand Nine Hundred Thirty One Pesos and 11/100 (Php 3,752,931.11)** to be completed within **Forty Five (45) 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

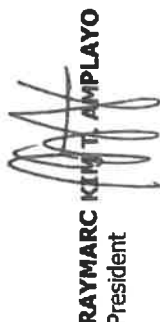
  
JUBY B. CORDON  
Regional Director

For the Entity

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

  
MARIA MONALISSA M. REYES  
Accountant IV

AGONG BUILDERS AND  
CONST. SUPPLY, INC.  
BY:

  
RAYMARC KIM T. AMPLAYO  
President

DEPARTMENT OF PUBLIC WORKS  
AND HIGHWAYS – REGION XI  
BY:

  
JUBY B. CORDON  
Regional Director

# Department of Public Works and Highways (DPWH)

Contract ID : 25LD-0094  
 Contract Name : Construction of Drainage Structure along Road – Maharlika Highway K1508 + (-092) – K1508 + (-056),  
 Location of the Contract : Davao City

Witnesses:

For the Contractor

*[Signature]*  
 Davao City, Ph. 0928

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.	184,565.43	184,565.43
A.1.1(16)	Operation and Maintenance of Field Office for the Engineer	2.00	Month	15,797.41	31,594.82
<b>Part B: OTHER GENERAL REQUIREMENTS</b>					
B.4(1)	Construction Survey and Staking	0.036	Km.	351,120.00	12,640.32
B.5	Project Billboard/Signboard (2 DPWH)	2.00	Each	5,015.43	10,030.86
B.5	Project Billboard/Signboard (2 DENR-EMB)	2.00	Each	5,015.43	10,030.86
B.5	Project Billboard/Signboard (2 COA)	2.00	Each	5,015.43	10,030.86
B.7(2)	Occupational Safety and Health Program	1.00	L.s.	90,882.23	90,882.23
B.8(1)	Traffic Management	2.00	Month	123,739.88	247,479.76
B.9	Mobilization/Demobilization	1.00	L.s.	119,700.00	119,700.00
<b>Part C: EARTHWORKS</b>					
101(2)	Removal of Actual Structures/Obstruction	1.00	Each	47,596.20	47,596.20
101(3)b5	Removal of Actual Structures/Obstruction, 0.280 m thick PCCP Unreinforced	201.60	Sq.m.	236.09	47,595.74
101(3)c2	Removal of Actual Structures/Obstruction, 0.10 m thick ACP	201.60	Sq.m.	210.35	42,406.56
101(3)d	Removal of Actual Structures/Obstruction, 0.10 m thick Sidewalk	18.00	Sq.m.	2,355.93	42,406.74
101(4)a6	Removal of Actual Structures/Obstruction, 1520 mm dia., RCPC	5.00	Ln.m.	8,481.36	42,406.80
101(4)c	Removal of Actual Structures/Obstruction, Curb and Gutter	10.00	Ln.m.	758.90	7,589.00
103(1)a	Structure Excavation, Common Soil	213.30	Cu.m.	282.67	60,293.51
103(3)	Foundation Fill	8.70	Cu.m.	664.92	5,784.80
103(5)b	Shoring, Cribbing and Related works, Cribbing/Cofferdamming	1.00	L.s.	335,279.70	335,279.70
<b>Part D: SUBBASE AND BASE COURSE</b>					
200(1)	Aggregate Subbase Course	40.40	Cu.m.	2,297.22	92,807.69
<b>Part E: SURFACE COURSES</b>					
302(1)a	Bituminous Tack Coat – RC – Cut – Back Asphalt, Grade 70	201.60	Sq.m.	592.62	119,472.19
302(2)	Emulsified Asphalt	201.60	Sq.m.	628.53	126,711.65
310(1)c	Bituminous Concrete Surface Wearing Course, Hot Laid, 50 mm thk.	201.60	Sq.m.	1,523.45	307,127.52
310(2)c	Bituminous Concrete Surface Binder Course, Hot Laid, 50 mm thk.	201.60	Sq.m.	2,196.99	442,913.18
311(1)e3	Portland Cement Concrete Pavement (Unreinforced), 0.28 m thick, 3 days	146.60	Sq.m.	1,919.25	281,362.05
<b>Part F.1: DRAINAGE CONSTRUCTION</b>					
404(1)a	Reinforcing Steel, Grade 40	7,119.30	Kg.	81.08	577,232.84
405(1)a1	Structural Concrete 20.68 MPa, Class A, 7 days	49.00	Cu.m.	4,512.76	221,125.24

For the Entity

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

*[Signature]*  
**MARIA MONALISSA M. REYES**  
 Accountant IV

AGONG BUILDERS AND CONST. SUPPLY, INC.

BY:

*[Signature]*  
**RAYMARCKIM T. AMPLAYO**  
 President

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS – REGION XI

BY:

*[Signature]*  
**JUBY B. CORDON**  
 Regional Director

# Department of Public Works and Highways (DPWH)

Contract ID : 25L0-0094  
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 Location of the Contract : Davao City

Witnesses:

For the Contractor

*[Signature]*  
 GEMMA CH. M. ROSEL

For the Entity

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

*[Signature]*  
 MARIA MONALISSA M. REYES  
 Accountant IV

AGONG BUILDERS AND CONST.

SUPPLY, INC.

BY:

*[Signature]*  
 RAYMARC KIM T. AMPLAYO  
 President

DEPARTMENT OF PUBLIC WORKS

AND HIGHWAYS – REGION XI

BY:

*[Signature]*  
 JUBY B. CORDON  
 Regional Director

Item No.	Description	Qty.	Unit	Unit Cost (P)	Total Amount (P)
413(3)a	Premolded Expansion Joint Filler with Sealant, 12 mm	0.30	Cu.m.	12,610.40	3,783.12
<b>Part G: DRAINAGE AND SLOPE PROTECTION STRUCTURES</b>					
502(1)a7	Manhole, 1830 mm dia., Concrete	1.00	Each	70,154.18	70,154.18
502(6)	Metal Frames and Cover	5.00	Pair	13,784.29	68,921.45
504(3)f	Cleaning Culvert Pipe in Place, 1520 mm dia.	31.00	Ln.m.	385.57	11,952.67
<b>Part H: MISCELLANEOUS STRUCTURES</b>					
600(4)	Curb and Gutter, Cast in Place	10.00	Ln.m.	1,074.42	10,744.20
601(1)	Sidewalk, 100 mm thk.	18.00	Sq.m.	963.93	17,350.74
612(1)	Reflectorized Thermoplastic Pavement Markings, White	14.90	Sq.m.	3,000.93	44,713.86
613(1)	Concrete Joint Sealant (Hot-Poured Elastic Type)	1.00	Kg.	8,244.34	8,244.34
<b>GRAND TOTAL = Php 3,752,931.11</b>					

- 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:
  - All authorized appropriations shall be available for obligation and disbursement only until the end of each fiscal year (FY);
  - 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
  - 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.

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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:**

  
**RAYMARCK M. T. AMPLAYO**  
President

**Witnesses :**

  
**GEMMA G. M. RAZA**

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:

<u>NAME</u>	<u>COMM. TAX CERT. NO.</u>	<u>DATE/PLACE ISSUED</u>
<u>JUBY B. CORDON</u>	<u>0650 4443</u>	<u>DAVAO CITY</u>
<u>RAYMARC KIM T. AMPLAYO</u>	<u>239 82124</u>	<u>JANUARY 06, 2025 / Davao City</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.

WITNESS MY HAND AND SEAL, this JUN 30 2025 day of \_\_\_\_\_, 2025 in the city  
DAVAO CITY, Philippines.

**JOHN REY A. SANCHEZ**

Notary Public for Davao City

Until December 31, 2025

Roll of Attorneys No. 80185

Not. Commission Serial No. 2024-017-2025

PTR No. 9416047C • 01/02/2025 • Davao City

IBP No. 484861 • 12/18/2024 (For 2025) • Metro Manila

TIN: 649-253-310

Doña Candelaria Ave., Ecoland, Davao City



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Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

AGONG BUILDERS AND CONST.  
SUPPLY, INC.  
BY:

**RAYMARC KIM T. AMPLAYO**  
President

DEPARTMENT OF PUBLIC WORKS  
AND HIGHWAYS – REGION XI  
BY:

**JUBY B. CORDON**  
Regional Director

Witnesses:

For the Contractor

*[Signature]*  
GEMMA L. ROSA

For the Entity

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

*[Signature]*  
**MARIA MONALISSA M. REYES**  
Accountant IV