

Contract ID: **25I00104**

Contract Name: Asset Preservation – Construction/Upgrading/Rehabilitation of Drainage along National Roads – Primary Roads – Maharlika Highway (Sn Isidro – Sn Juanico Br) – K0761+000 – K0761+978

Location of the Contract: Samar 1<sup>st</sup> LD



Republic of the Philippines  
DEPARTMENT OF PUBLIC WORKS & HIGHWAYS  
REGIONAL OFFICE VIII  
Baras, Palo, Leyte

## CONTRACT AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT AGREEMENT**, made this JUL 04 2025, 2025, by and between:

The **GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES** through the **Department of Public Works and Highways (DPWH)** represented herein by **EDGAR B. TABACON, CESO IV, Regional Director**, duly authorized for this purpose, with main office address at Government Center, Baras, Palo, Leyte, hereinafter referred to as the **"PROCURING ENTITY"**;

**EBS CONSTRUCTION AND SUPPLIES**, a sole proprietorship organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at Cor McKinley & Taft St., Pandayan, San Juan Ilocos Sur, represented herein by **EDWIN B. SINGZON**, Owner, hereinafter referred to as the **"CONTRACTOR"**.

### WITNESSETH:

WHEREAS, the **PROCURING ENTITY** is desirous that the **CONTRACTOR** execute the Works under **CID No. 25I00104: Asset Preservation – Construction/Upgrading/Rehabilitation of Drainage along National Roads – Primary Roads – Maharlika Highway (Sn Isidro – Sn Juanico Br) – K0761+000 – K0761+978**, 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 tabulated below, or a total Contract price of **FIFTY FIVE MILLION SIX HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED FIFTY THREE PESOS AND 34/100 (P55,677,553.34)** with a Contract Duration of Two Hundred Seventy (270) calendar days, and the remedying of any defects therein.

**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 meanings 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"
    - (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.

As availability of Funds:

**ADELINA P. GOMEZ**  
Chief, Construction Division  
Implementing Office/End-User

**MA. DOLORES JOY G. MENDOZA**  
Accountant IV

**EDWIN B. SINGZON**  
Owner  
EBS CONSTRUCTION AND SUPPLIES

**EDGAR B. TABACON, CESO IV**  
Regional Director



Department of Public Works & Highways

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**ADELINA P. GOMEZ**

Chief, Construction Division  
Implementing Office/End-User

**MA. DOLORES JOY G. MENDOZA**  
Accountant IV

As availability of Funds:

**EDWIN B. SINGSON**  
Owner  
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**EDGAR B. TABAGON CESO IV**  
Regional Director

- (3) Bidding Documents with Bulletins
- (4) Specifications
- (5) Drawings
- (6) Special Conditions of Contract (SCC)
- (7) General Conditions of Contract (GCC)
- (8) Performance Security
- (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, Precedence Diagram and Bar Chart with S-Curve, or other approved tools of project scheduling, and Cash Flow.
  - (c) Manpower Schedule
  - (d) Equipment Utilization Schedule
  - (e) Construction Safety and Health Program initially approved by the Head of the Procuring Entity
  - (f) Contractor's All Risk Insurance (CARI)

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.

4. 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 this **CONTRACT AGREEMENT**, at the times and in the manner prescribed by this **CONTRACT AGREEMENT**.

5. In case of breach thereof, the CONTRACTOR shall pay the amount of liquidated damages equivalent to at least equal to one – tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay and once the cumulative liquidated damages reaches ten percent (10%) of the contract amount, the PROCURING ENTITY may rescind or terminate the contract without prejudice to other courses of action and remedies available under the circumstances, pursuant to Sec. 68 of Republic Act No. 9184 and its revised Implementing Rules and Regulations.



Department of Public Works - Highways

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A slippage of more than thirty (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.

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

**REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF PUBLIC WORKS &  
HIGHWAYS (DPWH)**

**EBS CONSTRUCTION AND SUPPLIES ✓**

**PROCURING ENTITY:**

Represented by:

  
**EDGAR B. TABACON, CESO IV**  
Regional Director

**CONTRACTOR:**

Represented by:

  
**EDWIN B. SINGZON**  
Owner

**WITNESSED BY:**

  
**MA. DOLORES JOY G. MENDOZA**  
Accountant IV  
As to availability of Funds

  
**ADELINA P. GOMEZ**  
Chief, Construction Division  
Implementing Office/End-User

Department of Public Works & Highways

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
X----- ) S.S.  
X-----

BEFORE ME, a Notary Public for and in \_\_\_\_\_, represented by **EDWIN B. SINGZON**, Regional Director **EDGAR B. TABACON, CESO IV**, with ID No. \_\_\_\_\_ have identified through competent evidence of identify and who represented to signature on the foregoing instrument was voluntarily affixed by them for the purpose in the instrument and who declared that they have executed the foregoing instrument free and voluntary act and deed.

This instrument consists of only four (4) pages, including this page in acknowledgment is written, duly signed by the parties on each and every page hereof.

WITNESS MY HAND AND SEAL this **JUL 04 2025**, Philippines.

**Atty. VIRGINIA A. BRAZIL**  
Notary Public

NC # 2024-01-38  
Until December 31, 2025  
IBP Lifetime Member

O.R. # 1030983 05/20/16 Leyte Chapter  
PTR # 8845604 01/02/2025 Tacloban City  
MCLE Compliance No. VIII-0027080  
Valid until April 14, 2028

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Book No. : **72**  
Series of 2025

(Addendum showing the corrections, if any, made during the Bid evaluation to arrive at the Calculated Price should be attached with this CONTRACT AGREEMENT).

**ADELINA P. GOMEZ**  
Chief, Construction Division  
Implementing Office/End User

**MA. DOLORES JOY G. MENDOZA**  
Accountant IV

As availability of Funds:

**EDWIN B. SINGZON**  
Owner  
EBS CONSTRUCTION AND SUPPLIES

**EDGAR B. TABACON, CESO IV**  
Regional Director

Government of the Republic of the Philippines  
DEPARTMENT OF PUBLIC WORKS & HIGHWAYS