

Department of Public Works and Highways (DPWH)

Contract ID : 25L0-0020  
Contract Name : Construction of Road Slope Protection Structure – Fatima – Malabog Road to Mabuhay – Pañalum –  
Paquibato Road, Davao City  
Location of the Contract : Davao City

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: JUN 09 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-

**RELY CONSTRUCTION AND SUPPLY, INC.**, a corporation organized and existing under and by virtue of laws of the Republic of the Philippines, with main office address at Km. 7, Tigatto Road, Buhangin, Davao City, represented herein by **RENATO R. CASTAÑEDA, 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: 25L0-0020: Construction of Road Slope Protection Structure – Fatima – Malabog Road to Mabuhay – Pañalum – Paquibato Road, 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 **Forty-Two Million One Hundred Twenty-One Thousand Two Hundred Twenty-Eight Pesos and 14/100 (Php 42,121,228.14)** to be completed within **Two Hundred Forty (240) 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

RENATO R. CASTAÑEDA

For the Entity

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

MARIA MONALISSA M. REYES  
Accountant IV

RELY CONSTRUCTION AND  
SUPPLY, INC.  
BY:

RENATO R. CASTAÑEDA  
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-0020  
 Contract Name : Construction of Road Slope Protection Structure - Fatima - Malabog Road to Mabuhay - Pafalum -  
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Witnesses:  
 For the Contractor  
 RUDYARD P. CASTAÑEDA

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.	46,900.00	46,900.00
A.1.1(16)	Operation and Maintenance of Field Office for the Engineer	8.00	Month	26,130.00	209,040.00
<b>Part B – OTHER GENERAL REQUIREMENTS</b>					
B.3	Permits and Clearances	1.00	L.s.	74,035.00	74,035.00
B.4(1)	Construction Survey and Staking	0.33	Km.	6,700.00	2,211.00
B.5	Project Billboard/Signboard (2 DPWH)	2.00	Each	7,917.39	15,834.78
B.5	Project Billboard/Signboard (2 DENR-EMB)	2.00	Each	7,917.39	15,834.78
B.5	Project Billboard/Signboard (2 COA)	2.00	Each	8,006.50	16,013.00
B.7(2)	Occupational Safety and Health Program	1.00	L.s.	167,500.00	167,500.00
B.8(1)	Traffic Management	8.00	Month	73,700.00	589,600.00
B.9	Mobilization/Demobilization	1.00	L.s.	281,400.00	281,400.00
<b>Part C – EARTHWORKS</b>					
100(1)	Clearing and Grubbing	0.52	Ha.	152,157.00	79,121.64
100(3)a2	Individual Removal of Trees, 301 – 500 mm dia., Small	5.00	Each	1,326.60	6,633.00
101(1)	Removal of Structures and Obstruction	1.00	L.s.	34,170.00	34,170.00
101(2)	Removal of Actual Structures and Obstructions	1.00	Each	1,541.00	1,541.00
101(3)b5	Removal of Actual Structures/Obstruction, 0.28 m thick PCCP (Unreinforced)	447.99	Sq.m.	489.10	219,111.91
101(10)	Removal of Existing Road Signs	15.00	Each	505.18	7,577.70
102(2)	Surplus Common Excavation	23,698.00	Cu.m.	247.90	5,874,734.20
103(1)a	Structure Excavation, Common Soil	2,077.00	Cu.m.	274.70	570,551.90
103(3)	Foundation Fill	33.00	Cu.m.	2,077.00	68,541.00
103(6)a	Pipe Culverts and Drain Excavation, Common Soil	26.00	Cu.m.	381.90	9,929.40
104(1)a	Embankment from Roadway/Structure Excavation, Common Soil	163.00	Cu.m.	494.26	80,564.38
105(1)a	Subgrade Preparation, Common Material	1,803.38	Sq.m.	26.80	48,330.58
<b>Part D – SUBBASE AND BASE COURSE</b>					
200(1)	Aggregate Subbase Course	481.00	Cu.m.	1,541.00	741,221.00
<b>Part E – SURFACE COURSE</b>					
311(1)a	Portland Cement Concrete Pavement (Unreinforced), 0.15 m thick, 14 days	579.65	Sq.m.	1,641.50	951,495.48
311(1)e1	Portland Cement Concrete Pavement (Unreinforced), 0.28 m thick, 14 days	1,362.36	Sq.m.	2,010.00	2,738,343.60
<b>Part F – SLOPE PROTECTION</b>					
400(37)c	Micro Piles, 0.30 m	132.00	Meter	15,410.00	2,034,120.00
404(1)a	Reinforcing Steel, Grade 40	80,740.00	Kg.	73.70	5,950,538.00
404(1)b	Reinforcing Steel, Grade 60	8,957.00	Kg.	87.10	780,154.70

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

MARIA MONALISSA M. REYES  
 Accountant IV

RELY CONSTRUCTION AND  
 SUPPLY, INC.  
 BY:

RENATO R. CASTAÑEDA  
 Authorized Managing Officer

DEPARTMENT OF PUBLIC WORKS  
 AND HIGHWAYS – REGION XI  
 BY:

JUBY B. CORDONJE  
 Regional Director

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

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 Paquibato Road, Davao City  
 Location of the Contract : Davao City

Witnesses:  
 For the Contractor

*RUDYARD CASTAÑEDA*

For the Entity

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

*MARIA MONALISSA M. REYES*  
 Accountant IV

RELY CONSTRUCTION AND  
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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)
405(1)a3	Structural Concrete, 20.68 MPa, Class A, 28 days	35.00	Cu.m.	8,710.00	304,850.00
405(1)b2	Structural Concrete, 27.58 MPa, Class A, 14 days	1,275.23	Cu.m.	7,772.00	9,911,087.56
407(8)	Lean Concrete, 16.50 MPa, Class B	49.59	Cu.m.	1,005.00	49,837.95
<b>Part G – DRAINAGE AND SLOPE PROTECTION STRUCTURES</b>					
500(3)d	Lined Canal, Trapezoidal, Concrete	313.00	Ln.m.	6,030.00	1,887,390.00
715(1)	Geotextile	630.00	Sq.m.	2,037.00	1,283,310.00
1717(4)b	Furnished and Driven of Steel Sheet Pile, Z-Type, Grade 50 (Hot Rolled)	252.00	Meter	9,592.70	2,417,360.40
<b>Part H – MISCELLANEOUS STRUCTURES</b>					
603(3)a1	Metal Guardrail (Metal Beam) Including Post, Single, W-Beam	525.60	Ln.m.	3,819.00	2,007,266.40
603(4)b	Metal Beam End Piece, Bull Nose	6.00	Each	20,770.00	124,620.00
605(1)e2	Warning Signs, 750 mm, W1-5B, Horizontal Alignment Winding Road L or R	1.00	Each	6,552.60	6,552.60
611(1)	Trees (Furnishing and Transplanting)	500.00	Each	109.88	54,940.00
612(1)	Reflectorized Thermoplastic Pavement Markings, White	67.63	Sq.m.	951.40	64,343.18
622(1)a	Coco-net, CN400	3,398.00	Sq.m.	335.00	1,138,330.00
622(2)c	Coco-logs, Fascine, CN300	640.00	Ln.m.	402.00	257,280.00
622(3)b	Vegetation, Vetiver Grass System	3,398.00	Sq.m.	294.00	999,012.00
<b>GRAND TOTAL =</b>					<b>Php 42,121,228.14</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

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- 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:**

  
**RENATO R. CASTAÑEDA**  
Authorized Managing Officer

**Witnesses :**

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

  
**MARIA MONALISSA M. REYES**  
Accountant IV

**Witnesses :**

  
**RICHARD A. CASTAÑEDA**

Department of Public Works and Highways (DPWH)

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witnesses:

For the Contractor

*[Signature]*  
RENATO R. CASTAÑEDA

**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**

06504443

Davao City

**RENATO R. CASTAÑEDA**

0575613

D.C.

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 03 day of JUN, 2025 in the city \_\_\_\_\_, Philippines.

RELY CONSTRUCTION AND  
SUPPLY, INC.

BY:

*[Signature]*  
**RENATO R. CASTAÑEDA**  
Authorized Managing Officer

Doc. No. 477  
Page No. 97  
Book No. 100  
Series of 105

**ATTY. ANTONIO L. LAOLAO, JR., CPA**  
Notary Public for Davao City  
LGST LAW FIRM



Blvd. Cor. Artiaga St., Davao City  
Serial No. 2025-012-2026  
Until December 31, 2026  
IBP No. 499182 / 01.08.2025 / Davao City  
PTR No. 0835755 / 12.27.2024 / Davao City  
TIN 184-276-617  
Roll No. 56412  
MCLE Compliance No. VIII-0015244  
Valid until April 14, 2028

DEPARTMENT OF PUBLIC WORKS  
AND HIGHWAYS – REGION XI

BY:

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

