

Department of Public Works and Highways (DPWH)

Contract ID : 25LO-0084
Contract Name : Retrofitting/Strengthening of Bridge – Pilan Parallel Br. (B01997MN) along Maharlika Highway (Davao City – Jct. Digos Sect), Davao del Sur
Location of the Contract : Davao del Sur

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: JUN 06 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 AND 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: 25LO-0084: Retrofitting/Strengthening of Bridge – Pilan Parallel Br. (B01997MN) along Maharlika Highway (Davao City – Jct. Digos Sect), 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 **Thirteen Million Five Hundred Seventy Three Thousand One Hundred Ninety One Pesos and 2/100 (Php 13,573,191.02)** to be completed within **One Hundred Ten (110) 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



For the Entity

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


MARIA MAGNALISSA 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 : 25L0-0084
 Contract Name : Retrofitting/Strengthening of Bridge – Pilan Parallel Br. (B01997MN) along Maharlika Highway (Davao City – Jct. Digos Sect), Davao del Sur
 Location of the Contract : Davao del Sur

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.	181,327.44	181,327.44
A.1.1(16)	Operation and Maintenance of Field Office for the Engineer	3.50	Month	15,520.26	54,320.91
Part B – OTHER GENERAL REQUIREMENTS					
B.4(5)	Bridge Survey and Staking	1.00	L.s.	37,255.68	37,255.68
B.5	Project Billboard/Signboard (2 DPWH)	2.00	Each	4,927.44	9,854.88
B.5	Project Billboard/Signboard (2 COA)	2.00	Each	4,927.44	9,854.88
B.7(2)	Occupational Safety and Health Program	1.00	L.s.	110,485.20	110,485.20
B.8(1)	Traffic Management	3.50	Month	60,244.80	210,856.80
B.9	Mobilization/Demobilization	1.00	L.s.	235,200.00	235,200.00
Part C – EARTHWORKS					
102(1)	Unsuitable Excavation	845.20	Cu.m.	388.27	328,165.80
103(1)a	Structure Excavation, Common Soil	638.15	Cu.m.	370.65	236,530.30
Part E – SURFACE COURSES					
302(2)	Emulsified Asphalt	364.17	Sq.m.	114.27	41,613.71
310(1)c	Bituminous Concrete Surface Wearing Course, Hot-Laid, 50 mm thick	364.17	Sq.m.	2,341.06	852,543.82
Part F.1 – SLOPE PROTECTION CONSTRUCTION					
404(1)a	Reinforcing Steel, Grade 40	732.80	Kg.	110.31	80,835.17
405(1)a2	Structural Concrete, 20.68 MPa, Class A, 14 days	898.21	Cu.m.	6,121.30	5,498,212.87
405(1)a3	Structural Concrete, 20.68 MPa, Class A, 28 days	18.36	Cu.m.	5,186.20	95,218.63
Part F.2 – BRIDGE CONSTRUCTION					
411(2)	Paint	69.23	Sq.m.	1,224.22	84,752.75
414(1)	Forms and Falseworks	1.00	L.s.	1,371,352.45	1,371,352.45
425(6)	Patching	1.99	Sq.m.	9,297.20	18,501.43
PART G – DRAINAGE AND SLOPE PROTECTION STRUCTURES					
505(1)a	Riprap, Class A	219.20	Cu.m.	5,195.13	1,138,772.50
PART H – MISCELLANEOUS STRUCTURES					
606(1)b1	Pavement Markings, Reflectorized Thermoplastic, White	29.37	Sq.m.	1,899.79	55,796.83
612(1)	Reflectorized Thermoplastic Pavement Markings, White	139.24	Sq.m.	978.71	136,275.58
PART I – MATERIALS DETAILS					
715(3)	Drainage Geotextile	1,165.00	Sq.m.	854.82	995,865.30
PART L – FLOOD AND RIVER CONTROL AND DRAINAGE					
1707(1)	Aggregate Subbase Course	42.50	Cu.m.	1,637.24	69,582.70
1712(1)	Concrete Slope Protection	71.56	Cu.m.	7,773.53	556,273.81
1717(4)b	Furnished and Driven of Steel Sheet Pile, Z-Type, Grade 50	138.00	Meter	8,432.91	1,163,741.58
GRAND TOTAL =					Php 13,573,191.02

Witnesses:

For the Contractor

For the Entity

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

AGONG BUILDERS AND CONST. SUPPLY, INC.
BY:

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS – REGION XI
BY:

MARIA MONTALISSA M. REYES
Accountant IV

RAYMARC KIM T. AMPLAYO
President

JUBY B. CORDON
Regional Director

Department of Public Works and Highways (DPWH)

Contract ID : ZSL0-0084
Contract Name : Retrofitting/Strengthening of Bridge – Pilan Parallel Br. (B01997MN) along Maharlika Highway (Davao City – Jct. Digos Sect), Davao del Sur
Location of the Contract : Davao del Sur

Witnesses:

For the Contractor


WITNESS

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:


RYMARC KIM T. AMPLAYO
President

DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS – REGION XI

BY:


JUBY B. CORDON
Regional Director

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 the CONTRACT AGREEMENT at the times and in the manner prescribed by this CONTRACT AGREEMENT.
5. 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.
6. 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.
7. 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.
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.

Department of Public Works and Highways (DPWH)

Contract ID : 25L0-0084
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Location of the Contract : Davao del Sur

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:


RAYMARC KIM T. AMPLAYO
President

Witnesses :


JUN MARK AMADOR

Department of Public Works and Highways (DPWH)

Contract ID : 2510-0084
Contract Name : Retrofitting/Strengthening of Bridge -- Pilan Parallel Br. (B01997MN) along Maharlika Highway (Davao City - Jct. Digos Sect), Davao del Sur
Location of the Contract : Davao del Sur

Witnesses:

For the Contractor

[Signature]
JUN M. L. L. L. L.

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

0650444

Davao City

RAYMARC KIM T. AMPLAYO

23782924

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.

JUN 09 2025

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

AGONG BUILDERS AND CONST.

SUPPLY, INC.

BY:

RAYMARC KIM T. AMPLAYO

President

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

Blvd. Cor. Aranga St., Davao City
Serial No. 2025-012-2026
Until December 31, 2026

IBP No. 499182 / 01.06.2025 / 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:

JUBY B. CORDON

Regional Director

