Republic of the Philippines
Province of La Union
Municipality of Santol
Email Address: lgu_santol@yahoo.com

Contract No. 2020016

CONTRACT AGREEMENT

This Agreement, made this 30th day of **April, 2020** between the **MUNICIPAL GOVERNMENT OF SANTOL, LA UNION, PHILIPPINES** (hereinafter called as "THE OWNER") and **JMBM CONSTRUCTION** (herein after called as "THE CONTRACTOR");

Whereas, the Entity invited Bids for certain civil works and ancillary services, viz., **CONSTRUCTION OF FARMERS TRAINING CENTER, PHASE-IV,** and has accepted a Bid by the Contractor for the supply of those civil works and services in the sum of **Three hundred ninety eight thousand two hundred twenty five pesos and 63/100 (Php 398,225.63).**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this 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 Agreement, to wit:

a. General and Special Conditions of Contract;
b. Drawings/Plans;
c. The Technical Specifications;
d. Invitation to Bid;
e. Instruction to Bidders;
f. Bid Data Sheet;
g. Addenda and/or Supplemental/Bid Bulletins, if any;
h. Bid From, including all documents/statements contained in the Bidders bidding envelopes, as annexes, and all other documents submitted (e.g., Bidders response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid Evaluation;
i. Eligibility requirements, documents and/or statements;
j. Performance Security;
k. Notice of Award of Contract and the Bidder's conforme thereto;
l. Other contract documents that may be required by existing laws and/or the Entity.

3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the CONTRACTOR hereby covenants with the OWNER to execute and complete the CIVIL WORKS and remedy any defects herein in conformity with the provisions of this Contract in all respects.

4. In consideration of the payments to be made by the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the OWNER to execute and complete the WORKS within **12 Calendar days** and if the CONTRACTOR fails to satisfactorily complete the work under the contract within the specified work schedule, as provided in the RA9184 IRR Section 42.4. The contract Termination Guidelines as provided in Annex "I" of this IRR. III Grounds for Termination of Contracts – 2-The Procuring Entity shall terminate a contract for default when any of the following conditions attend its implementation: a-c (IRR).

5. The OWNER hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof, the parties thereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first before written.

JMBM CONSTRUCTION
Contractor

MARIBEL B. MARRON
Owner/Manager
(Party of the 2nd Part)
Res. Cert. No **14110952**
Issued on: **January 7, 2020**

Issued at: **City of San Fernando, La Union**

MUNICIPAL GOVERNMENT OF SANTOL, LA UNION

ENGR. MAGNO A. WAILAN
Municipal Mayor
(Party of the 1st Part)
Res. Cert. No. **14081401**
Issued on **January 7, 2020**

Issued at **Santol, La Union**

SIGNED IN THE PRESENCE OF

BERNARD M. PEPE
BAC Chairman

ENGR. LORNA M.OMINGA
BAC Vice-Chairman

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES]
PROVINCE OF LA UNION] SS
CITY/MUNICIPALITY OF SANTOL]

Before me, a Notary Public, for and in the Province of La Union this **30th day of April, 2020** personally appeared the above parties, with their Community Tax Certificate Numbers indicated below their signature, known to me and to me known to be the same person who executed the foregoing instrument and the acknowledged to me that the same is their free act and voluntary deed.

WITNESS MY HAND AND NOTARIAL SEAL.

Doc. No. 71;
Page No. 15;
Book No. VI;
Series of. 2020.

Notary Public
ATTY. ROSEMARIE M. WAILAN
NOTARY PUBLIC
MY COMMISSION ENDS ON DEC. 31, 2021
PTR No. 4542363/01/02/2020
IBP LIFETIME No. 016520/5/10/17/PASIG CITY
ROLL No. 63827/TIN No. 328-040-946
MCLE COMPLIANCE No. VI-0007259