

CONTRACT AGREEMENT

This Agreement made this 6th day of May, 2020 between the **Provincial Government of La Union** (hereinafter called “the Entity”) and **EE Madayag Construction** (hereinafter called “the Contractor”) of the other part.

Whereas, the Entity is desirous that the Contractor execute Construction of Borobor Creek Slope Protection (Phase III), Rissing, Luna, Rissing, Luna, La Union (hereinafter called “the Works”) and the Entity has accepted the Bid for Two Million Eight Hundred Ninety Six Thousand Five Hundred Thirty Two Pesos and Thirteen Centavos Only (P2,896,532.13) by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s 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 Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity 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.

This Contract Agreement shall take effect upon its signing by the parties hereof.

In Witness whereof the parties thereto have cause this Agreement to be executed the day and year first before written.

EE MADAYAG CONSTRUCTION
By:

EVELYN E. MADAYAG

President/General Manager/Owner

PROVINCIAL GOVERNMENT OF LA UNION
By:

HON. FRANCISCO EMMANUEL R. ORTEGA III

Provincial Governor

WITNESSES

CLARITA VILUBON

RESSIE A. ESTRELLA

Provincial Engineer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF SAN FERNANDO) S.S.

Before me a Notary Public; for and in the Province of La Union, personally appeared HON. FRANCISCO EMMANUEL "PACOY" R. ORTEGA III, Provincial Governor, exhibiting his his Community Tax Certificate No. 14005886 issued on January 10, 2020 at San Fernando City, La Union as the Entity and EVELYN E. MADAYAG, President/General Manager/Owner of EE Madayag Construction, exhibiting his/her Community Tax Certificate No. 14002265 issued on Jan 3, 2020 at San Fernando City as the Contractor.

Known to me and to me known to be the same persons who executed and signed the foregoing instrument and acknowledged to me that the same is their true and voluntary act and deed and that of the agency/entity they respectfully represent.

This instrument is a Contract Agreement for the Construction of Borobor Creek Slope Protection (Phase III), Rissing, Luna, Rissing, Luna, La Union, consisting of two (2) pages including this page wherein this acknowledgement is written have been signed by the Parties and their instrumental witnesses.

WITNESS MY HAND AND SEAL this 6th day of May, 2020 at San Fernando City, La Union.

PGLU - ACCTG
Supporting
Paper No. 11

DONATO B. CALOZA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2021
PT. No. LA UNION
TIN ROEL NO. 26705/4471976
LA UNION CHARTER

Doc. No. 189
Page No. 39
Book No. CVII
Series of 2020