

Contract Agreement

THIS AGREEMENT, made this 4/11 day of April **2019** between the City Government of Catbalogan represented by **HON. ARCHIE L. FUENTES**, Acting City Mayor (hereinafter called the "Entity") and **RICHMARK CONSTRUCTION INC.** of 231 Mabini Avenue, Catbalogan City, represented by **ENGR. RICARDO F. ABRIOL SANTOS**, President (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **INFRA 2019-002 REPAIR/REHABILITATION OF CANLAPWAS ROAD, P4-5 BARANGAY CANLAPWAS, CATBALOGAN CITY** (hereinafter called "the Works") and the Entity has accepted the Bid for **TWO MILLION NINE HUNDRED SEVENTY-THREE THOUSAND SIX HUNDRED SEVENTY-NINE PESOS AND 69/100 (P2,973,679.69)** by the Contractor for the execution and completion of such works during the period of **Twenty-Three (23) calendar days** 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 part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Apply for Eligibility and 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;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Credit line issued by a licensed bank, if any;
 - (l) Notice of Award of Contract and the Bidder's conforme thereto;
 - (m) Construction Schedule and S-Curve
 - (n) Construction Method
 - (o) Equipment Utilization
 - (p) Manpower Schedule
 - (q) PERT/CPM
 - (r) 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.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.


For the Entity :
CITY GOVERNMENT OF CATBALOGAN

For the Contractor:
RICHMARK CONSTRUCTION INC.

By:

By:


HON. ARCHIE L. FUENTES
Acting City Mayor


ENGR. RICARDO F. ABRIOL SANTOS
President

In the presence of:


ELIZABETH A. LIM


GHILLON A. RICAFORT

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF SAMAR) s.s
CITY OF CATBALOGAN)

APR 04 2019

BEFORE ME, a Notary Public for and in the City of Catbalogan this _____ day of _____, 2019 personally appeared **HON. ARCHIE L. FUENTES**, City Mayor of Catbalogan City, with ID No. 029 and **ENGR. RICARDO F. ABRIOL SANTOS** with TIN. No. 008-728-323, known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the offices they respectively represent.

This instrument consisting of 3 pages including this page, on which this Acknowledgement is written, refers to the Contract Agreement between the **City Government of Catbalogan**, Province of Samar and **RICHMARK CONSTRUCTION INC.** signed on each and every page by the parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I hereby affix my signature on the date and at the place above written.

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Series of 2019

DANIEL E. PEN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
IBP No. 068347(1/10/2019), Leyte Chapter
PTR No. 2664064(1/7/2019)
ROLL No. 48870, NC No. 218-01-46