CONTRACT AGREEMENT

WHEREAS, the Entity is desirous that the Contractor execute the Construction/Rehabilitation/Repair of School Buildings at Upland Barangays, Various Upland Barangays, Tabaco City, Contract ID No. 001-01-2024-INFRA-NP-A/C (hereinafter called "the Works") and the Entity has accepted the Bid for One Million Six Hundred Sixty-Three Thousand Five Hundred Seventy-One Pesos and Seven Centavos (Php 1,663,571.07) 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz*.:
 - a. Procurement Documents:
 - i. Drawings/Plans;
 - ii. Scope of Work;
 - iii. Bill of Quantities;
 - iv. Terms and Condition of Contract;
 - b. Winning bidder's bid, and all other documents or statements submitted;
 - c. Performance Security;
 - d. Notice of Award of Contract and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. 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.
- 3. In consideration for the sum of *One Million Six Hundred Sixty-Three Thousand Five Hundred Seventy-One Pesos and Seven Centavos (Php 1,663,571.07)* or such other sums as may be ascertained, *Jag-Vail Const. and Supply & Marzam Const. and Supply (JV)* agrees to complete the Works in accordance with his/her/its Bid.
- 4. The *City Government of Tabaco* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

AGMAN-LUISTRO CIELO I MARIA S OCORRO F. ZAMUDIO City Mayor Authorized Representative for: for: City Government of Tabaco Jag-Vail Const. and Supply & Marzam Const. and Supply (JV) Witness: ENGR. DINDO B. BONGALOSA City Legal Officer OIC-City Engineering Office Republic of the Phillippines Province of Albay)S.S. Mun/City ACKNOWLEDGEMENT Before me, Notary Public for and in the Province of Albay including the City of Tabaco, personally appeared CIELO KRISEL LAGMAN-LUISTRO with Driver's License No. X01-03-054919; Valid Until November 09, 2031 in her capacity as City Mayor, City of Tabaco and MARIA SOCORRO F. ZAMUDIO with CTC/ID No. CAN OIII- 2712263-9 representing Jag-Vail Const. and Supply & at Legazpi City Marzam Const. and Supply (JV) to me and known to be the same persons who executed the foregoing Contract and Agreement and they acknowledge to me that the same is their true act and deed for in behalf of the PARTIES they represent. IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this day of 2 7 MAR 2024 Philippines. LEDILLA LILIBETH H. LLAGAS Doc. No. Notary Public Within the Province of Albay And the City of Legazpi, Until December 31,2025 Page No. Roll of Atty. No. 47865, 3/20/03 Lifetime IBP No. 04529, 3/20/03 TR No. 6359247, 1/2/24, Leg. City MCLE No. VII = 0013066, 3/22/22 Book No. Series of 2024

I F Gimenez Bldg., Rizal St., Leg. City Tel. No. (052) 201 - 0685