ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in City of San Fernando, Pampanga personally appeared MR. **RODENCIO S. GONZALES** with CTC No. 22570072 issued on June 1, 2023 at MTO-Mexico, Pampanga in his capacity as Municipal Mayor, Municipality of Mexico, Province of Pampanga, representing the Republic of the Philippines and **ARBETEL CONSTRUCTION & TRADING** represented by **REMIGIO C. BUCAD** with TIN No.179-811-450-000 issued on March 15, 1996 at San Fernando, Pampanga known to me to be the same person who executed the foregoing CONTRACT AGREEMENT and they acknowledge to me that the same is their true and lawful deed for and in behalf of the parties they represent.

This instrument consists of three (3) pages including this page which the acknowledgment is written duly signed by the contracting PARTIES and their witnesses at the bottom of the instrument and on the left margin of other pages.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this ____ day of NOV 15 2023, 2023 at City of San Fernando, Pampanga.

NOTARY PUBLIC

NOEL C. QUIOC
Notary Public
Notarial Commission No. [illegible]
Until December 31, 2023
Roll No. 37642 - 05/10/1991
TIN No. 937 6623 - 12/29/2022
IBP No. 255256 - 12/29/2022
City of San Fernando, Pampanga
PTR No. [illegible]
Issued On: [illegible]
At: [illegible]
ROLE No. VII-0023593-04/14/20[illegible]

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Book No. CCXXXII
Series of 2023

Contract Agreement

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this 15th day of November, 2023 between **Municipality of Mexico, Pampanga**, represented herein by **RODENCIO S. GONZALES, Municipal Mayor,** hereinafter called the "Entity" and **ARBETEL CONSTRUCTION & TRADING,** with office and business address at San Carlos, Mexico, Pampanga represented herein by **REMIGIO C. BUCAD,** hereinafter called the "Contractor".

WHEREAS, the Entity is desirous that the Contractor execute **TILING OF GRADE 1 & 2 CLASSROOMS, REPLACEMENT OF GRADE 1 ROOF AND GRADE 1, 2 & 3 CEILING LOCATED AT CONCEPCION ES, CONCEPCION, MEXICO, PAMPANGA** (hereinafter called "the Works") and the Entity has accepted the Bid for **Three Hundred Ninety-Eight Thousand One Hundred Three Pesos and 62/100 Centavos (PhP398,103.62)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

That the Contractor in case of delay in the completion of work shall be liable for liquidated damages of 0.70 multiplied by the contract price minus the value of the completed portions of the contract time divided by the contract time reckoned in days. The whole work of the contract shall be completed within **Twenty-Five (25) calendar days** in accordance with the Provisions of the Bid documents.

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) 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.

REPUBLIC OF THE PHILIPPINES
(PARTY OF THE FIRST PART)

PARTY OF THE SECOND PART

By:

By:

ARBETEL CONSTRUCTION & TRADING

RODENCIO S. GONZALES
Municipal Mayor

REMIGIO C. BUCAD
Contractor

WITNESSES

TRISTAR P. SOTTO
Acting Municipal Engineer

CYNTHIA Y. ZAPATA
Records Officer III