

Republic of the Philippines
Province of Nueva Ecija
Municipality of Santa Rosa

BIDS AND AWARDS COMMITTEE

20% Development Fund, Construction of Retaining Wall at Barangay Tagpos
Contract No.: 8286023

CONTRACT

THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, JOSEFINO M ANGELES, hereinafter referred to as the "Owner" of the one part and R.D. Talens Construction and Trading, represented herein by its Manager, Engr. RONALD D. TALENS, with office address at Maharlika Hi-way, Zulueta District (Pob.) Cabanatuan City, hereinafter referred to as the "Contractor" of the other part;


WHEREAS, the Owner received bid proposals in its bid opening dated January 12, 2022 for the 20% Development Fund, Construction of Retaining Wall at Barangay Tagpos and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

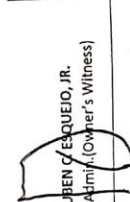
WHEREAS, the Owner approved a resolution to award in favor of R.D. Talens Construction and Trading, in the sum of to One Million Thirty Five Thousand Four Hundred Ninety and 3/100 pesos only (Php 1,035,490.03) hereinafter called the "Contract Price" with the following details:

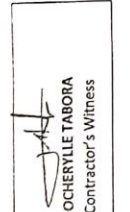
Name of Project	Amount of Award/Contract Price (Php)	Contract Duration (in calendar days)
Construction of Retaining Wall at Barangay Tagpos	Php 1,035,490.03	60

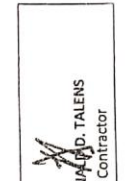
NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
- The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
 - 2.3 Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
 - 2.4 Performance Security;
 - 2.3 Credit line issued by a commercial or universal bank, if applicable;
 - 2.4 Owner's Notice of Award of contract; and
 - 2.5 Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
- The contract duration or completion period shall be 60 calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
- In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;


JOSEFINO M. ANGELES
Municipal Mayor (Owner)


RUBEN C. ESQUEJO, JR.
Mun. Atty. (Owner's Witness)


JOCHERYLLE TABORA
Contractor's Witness


RONALD D. TALENS
Contractor

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

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;

7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;

8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEPRO M. ANGELES
OWNER


Engr. RONALD D. TALENS
CONTRACTOR

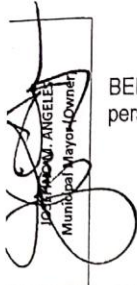
SIGNED IN THE PRESENCE OF:


RUBEN C. ESQUEJO, JR.
OWNER'S WITNESS


JOCHERYLLE TABORA
CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY/CITY OF CABANATUAN)

ACKNOWLEDGMENT


JOSEFINO M. ANGELES
Municipal Mayor/Owner

BEFORE ME, a Notary Public for and in CAB. City, Philippines, this 4th day of FEBRUARY, 2021 personally appeared:

NAME	GOVERNMENT ISSUED IDENTIFICATIONS (Passport, Driver's License, SSS, GSIS, Philhealth...IDs)		
	NUMBER	ISSUED ON	ISSUED AT
JOSEFINO M. ANGELES OWNER	OM - 001	08/02/2019	Santa Rosa, Nueva Ecija


RUBEN C. ESCUEJO, JR.
Mun. Adm'n. (Owner's Witness)

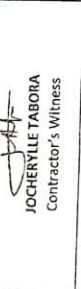
RONALD D. TALENS
CONTRACTOR

PRC-0035779	05/14/2019	Manila
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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 the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.


JOCHENTLE TABORA
Contractor's Witness

Doc. No. 416
Page No. 86
Book No. 12
Series of 2022


RONALD D. TALENS
Contractor

ATTY. RYAN T. TADEO
NOTARY PUBLIC
Valid Until June 30, 2022 as per SC En Banc B.M. No. 3795
Cabanatuan City
IBP No. 150170/11 January 2021 / Nueva Ecija
PTR No. CBN-1461538/04 January 2021 / Cabanatuan City
Roll No. 56826
Notarial Comm. No. 13-2020
MCLE Compliance No. VI - 0022080/ 26-03-2019

Republic of the Philippines
Province of Nueva Ecija
Municipality of Santa Rosa

BIDS AND AWARDS COMMITTEE

20% Development Fund, Local Access Road Upgrading at Sitio Governor Site to Riverside
Barangay Soledad
Contract No.: 8285989

CONTRACT

THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, **JOSEFINO M ANGELES**, hereinafter referred to as the "Owner" of the one part and R.D. Talens Construction and Trading, represented herein by its **Manager, Engr. RONALD D. TALENS**, with office address at Maharlika Hi-way, Zulueta District (Pob.) Cabanatuan City, hereinafter referred to as the "Contractor" of the other part;

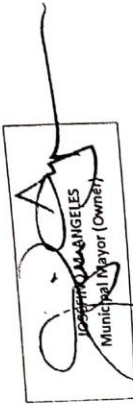
WHEREAS, the Owner received bid proposals in its bid opening dated January 12, 2022 for the 20% Development Fund, Local Access Road Upgrading at Sitio Governor Site to Riverside Barangay Soledad and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

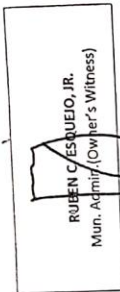
WHEREAS, the Owner approved a resolution to award in favor of R.D. Talens Construction and Trading, in the sum of to **One Million Six Hundred Ninety Four Thousand Four Hundred Eighty Five and 6/100 pesos only (Php 1,694,485.06)** hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (PhP)	Contract Duration (in calendar days)
Local Access Road Upgrading at Sitio Governor Site to Riverside Barangay Soledad	Php 1,694,485.06	90

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
- The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3]:
 - 2.1 Winning bidder's bid, including the Eligibility requirements. Technical and Financial Proposals, and all other documents/statements submitted;
 - 2.2 Performance Security;
 - 2.3 Credit line issued by a commercial or universal bank, if applicable;
 - 2.4 Owner's Notice of Award of contract; and
 - 2.5 Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
- The contract duration or completion period shall be **90** calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
- In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;


JOSEFINO M ANGELES
Municipal Mayor (Owner)


RUBEN C ESPUEIO, JR.
Mun. Admin. (Owner's Witness)


JOCHERTILLE TABORA
Contractor's Witness


RONALD D. TALENS
Contractor

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

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;

7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;

8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO M. ANGELES
OWNER


Engr. **RONALD D. TALENS**
CONTRACTOR

SIGNED IN THE PRESENCE OF:

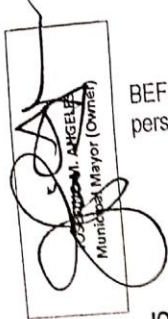

RUBEN C. ESQUEJO, JR.
OWNER'S WITNESS


JOCHERYLLE TABORA
CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES
MUNICIPALITY/CITY OF Cabanatuan

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in CAB. CITY, Philippines, this 4TH day of FEBRUARY, 2022 personally appeared:

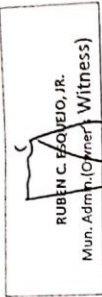

JOSEFINO M. ANGELES
Municipal Mayor (Owner)

JOSEFINO M. ANGELES
OWNER

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

NAME	NUMBER	ISSUED ON	ISSUED AT
JOSEFINO M. ANGELES	OM - 001	08/02/2019	Santa Rosa, Nueva Ecija
RONALD D. TALENS	PRC-0035779	05/14/2019	Manila

RONALD D. TALENS
CONTRACTOR


RUBEN C. SOCHEJO, JR.
Mun. Admin. Officer (Witness)

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 the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.


IOCHERVILLE TABORA
Contractor's Witness

Doc. No. 412
Page No. 51
Book No. 12
Series of 2022


RONALD D. TALENS
Contractor

ATTY. RYAN T. TADEO
NOTARY PUBLIC
Valid Until June 30, 2022 as per SLB B.M. No. 3795
Cabanatuan City
IBP No. 150170/11 January 2021/Nueva Ecija
PTR No. CBN-1461538/04 January 2021/Cabanatuan City
Roll No. 56826
Notarial Comm. No. 13-2020
; MCLE Compliance No. VI - 0022080/ 26-03-2019

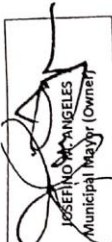
Republic of the Philippines
Province of Nueva Ecija
Municipality of Santa Rosa

BIDS AND AWARDS COMMITTEE

20% Development Fund, Local Access Road Upgrading at Gutierrez St., Cunanan St., Sumait St.
at Barangay Mapalad
Contract No.: 8285884

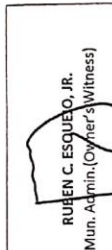
CONTRACT

THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, **JOSEFINO M ANGELES**, hereinafter referred to as the "Owner" of the one part and R.D. Talens Construction and Trading, represented herein by its Manager, **Engr. RONALD D. TALENS**, with office address at Maharlika Hi-way, Zulueta District (Pob.) Cabanatuan City, hereinafter referred to as the "Contractor" of the other part;


JOSEFINO M ANGELES
Municipal Mayor (Owner)

WHEREAS, the Owner received bid proposals in its bid opening dated January 12, 2022 for the 20% Development Fund, Local Access Road Upgrading at Gutierrez St., Cunanan St., Sumait St. at Barangay Mapalad and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

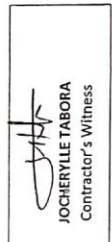
WHEREAS, the Owner approved a resolution to award in favor of R.D. Talens Construction and Trading, in the sum of to One Million Two Hundred Twelve Thousand Six Hundred Sixty and 27/100 pesos only (Php 1,212,660.27) hereinafter called the "Contract Price" with the following details:


RUBEN C. ESQUEJO, JR.
Mun. Admin. Officer's Witness

Name of Project	Amount of Award/Contract Price (Php)	Contract Duration (in calendar days)
Local Access Road Upgrading at Gutierrez St., Cunanan St., Sumait St. at Barangay Mapalad	Php 1,212,660.27	90

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
- The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
 - Winning bidder's bid, including the Eligibility requirements. Technical and Financial Proposals, and all other documents/statements submitted;
 - Performance Security;
 - Credit line issued by a commercial or universal bank, if applicable;
 - Owner's Notice of Award of contract; and
 - Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
- The contract duration or completion period shall be 90 calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
- In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;


JOCHERVILLE TABORA
Contractor's Witness


RONALD D. TALENS
Contractor

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

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;

7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;

8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO M. ANGELES
OWNER


Engr. RONALD D. TALENS
CONTRACTOR

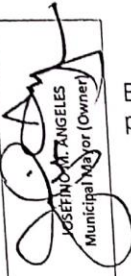
SIGNED IN THE PRESENCE OF:


RUBEN C. ESQUEJO, JR.
OWNER'S WITNESS


JOCHERYLLE TABORA
CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY/CITY OF Cabanatuan)

ACKNOWLEDGMENT


JOSEFINO M. ANGELES
Municipal Mayor (Owner)

BEFORE ME, a Notary Public for and in CAB. CITY, Philippines, this 4TH day of FEBRUARY, 2021 personally appeared:


NAME

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

NUMBER	ISSUED ON	ISSUED AT
OM - 001	08/02/2019	Santa Rosa, Nueva Ecija
PRC-0035779	05/14/2019	Manila

JOSEFINO M. ANGELES
OWNER


RONALD D. TALENS
CONTRACTOR


RUBEN C. ESQUEJO, JR.
Mun. Admin. (Owner's Witness)

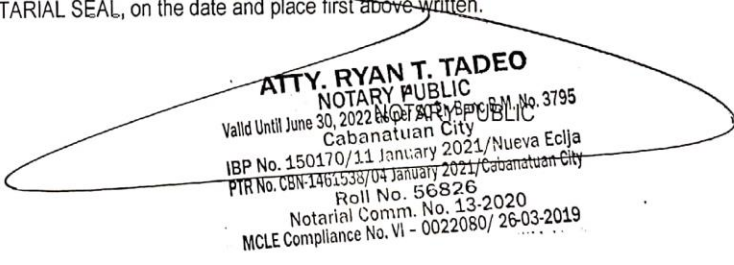
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.


The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.


JOCHERYLLE TABORA
Contractor's Witness

Doc. No. 414
Page No. 84
Book No. 12
Series of 2021


ATTY. RYAN T. TADEO
NOTARY PUBLIC
Valid Until June 30, 2022
Cabanatuan City
IBP No. 150170/11 January 2021/Nueva Ecija
PTR No. CBN-1461938/04 January 2021/Cabanatuan City
Roll No. 56826
Notarial Comm. No. 13-2020
MCLE Compliance No. VI - 0022080/26-03-2019

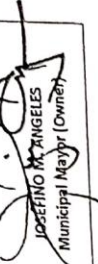

RONALD D. TALENS
Contractor

Republic of the Philippines
Province of Nueva Ecija
Municipality of Santa Rosa

BIDS AND AWARDS COMMITTEE

20% Development Fund, Local Access Road Upgrading at Lazaro St. Barangay Sto. Rosario
Contract No.: 8286063

CONTRACT


Municipal Mayor (Owner)

THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, **JOSEFINO M ANGELES**, hereinafter referred to as the "Owner" of the one part and R.D. Talens Construction and Trading, represented herein by its **Manager, Engr. RONALD D. TALENS**, with office address at Maharlika Hi-way, Zulueta District (Pob.) Cabanatuan City, hereinafter referred to as the "Contractor" of the other part;

WHEREAS, the Owner received bid proposals in its bid opening dated January 12, 2022 for the 20% Development Fund, Local Access Road Upgrading at Lazaro St. Barangay Sto. Rosario and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;


WHEREAS, the Owner approved a resolution to award in favor of R.D. Talens Construction and Trading, in the sum of to Six Hundred Eleven Thousand One Hundred Thirty Six and 47/100 pesos only (Php 611,136.47) hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (Php)	Contract Duration(in calendar days)
Local Access Road Upgrading at Lazaro St. Barangay Sto. Rosario	Php 611,136.47	60

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
- The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
 - Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
 - Performance Security;
 - Credit line issued by a commercial or universal bank, if applicable;
 - Owner's Notice of Award of contract; and
 - Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
- The contract duration or completion period shall be 60 calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
- In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;


Mun. Admin. (Owner's Witness)


Contractor's Witness


Contractor

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

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;

7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;

8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFIN M ANGELES
OWNER


Engr. RONALD D. TALENS
CONTRACTOR

SIGNED IN THE PRESENCE OF:



RUBEN C. ESQUEJO, JR.
OWNER'S WITNESS


JOCHERYLLE TABORA
CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY/CITY OF CABANATUAN)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in CAB CITY, Philippines, this 4TH day of FEBRUARY, 2021 personally appeared:


JOSEFINO M. ANGELES
Municipal Mayor (Owner)

NAME

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth... IDs)

NUMBER	ISSUED ON	ISSUED AT
OM - 001	08/02/2019	Santa Rosa, Nueva Ecija

JOSEFINO M. ANGELES
OWNER

PRC-0035779	05/14/2019	Manila
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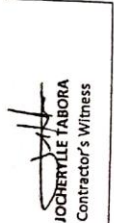
RONALD D. TALENS
CONTRACTOR


RUBEN C. ESQUEJO, JR.
Mun. Adminr. (Owner's Witness)

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 the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written


JOCERYLLE TABORA
Contractor's Witness

Doc. No. 413
Page No. 84
Book No. 12
Series of 2021

ATTY. RYAN T. TADEO
NOTARY PUBLIC
Valid Until June 30, 2022 as per SC En Banc B.M. No. 3795
Cabanatuan City
IBP No. 150170/11 January 2021 / Nueva Ecija
PTR No. CBN-1461538/04 January 2021 / Cabanatuan City
Roll No. 56826
Notarial Comm. No. 13-2020
MCLE Compliance No. VI - 0022080/ 26-03-2019


RONALD D. TALENS
Contractor

BIDS AND AWARDS COMMITTEE

20% Development Fund – Local Access Road Upgrading at Purok 6 Barangay Mapalad
Contract No.: **8286120**

CONTRACT

THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, **JOSEFINO M ANGELES**, hereinafter referred to as the "Owner" of the one part and Joyus Construction, represented herein by its Manager, **Mr. Jovy M. Manuel**, with office address at Barangay Rajal Norte, Santa Rosa, Nueva Ecija, hereinafter referred to as the "Contractor" of the other part;

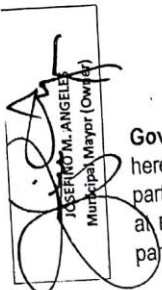
WHEREAS, the Owner received bid proposals in its bid opening dated November 24, 2021 for the 20% Development Fund – Local Access Road Upgrading at Purok 6 Barangay Mapalad and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

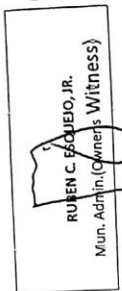
WHEREAS, the Owner approved a resolution to award in favor of **Joyus Construction**, in the sum of **One Million Fifty Six Thousand Seven Hundred Twenty and 31/100 pesos only (Php1,056,720.31)** hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (Php)	Contract Duration(in calendar days)
Local Access Road Upgrading at Purok 6 Barangay Mapalad	Php 1,056,720.31	90

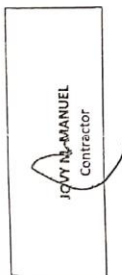
NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
- The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3]:
 - Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
 - Performance Security;
 - Credit line issued by a commercial or universal bank, if applicable;
 - Owner's Notice of Award of contract; and
 - Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
- The contract duration or completion period shall be **90** calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
- In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;
- The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.


JOSEFINO M. ANGELES
Municipal Mayor (Owner)


RUBEN C. ESCUDERO, JR.
Mun. Admin. (Owners Witness)


MANOLO CONSTANTINO
Contractor's Witness


JOVY M. MANUEL
Contractor

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;
7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

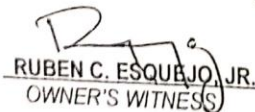
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO M ANGELES
 OWNER


JOVY M. MANUEL
 CONTRACTOR

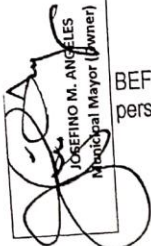
SIGNED IN THE PRESENCE OF:


RUBEN C. ESQUEJO, JR.
 OWNER'S WITNESS


MANOLITO CONSTANTINO
 CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY/CITY OF Cab. City)

ACKNOWLEDGMENT


JOSEFINO M. ANGELES
Municipal Mayor (Owner)

BEFORE ME, a Notary Public for and in Cab. City, Philippines, this 4th day of February, 2022.
personally appeared:

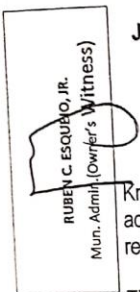
GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

NAME

NUMBER	ISSUED ON	ISSUED AT
OM - 001	08/02/2019	Santa Rosa, Nueva Ecija
LTO-C05-93-067486	03/09/19	Cabanatuan City

JOSEFINO M. ANGELES
OWNER

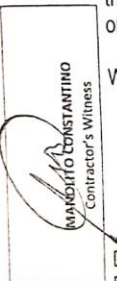
JOVY M. MANUEL
CONTRACTOR


RUBEN C. ESQUIVO, JR.
Mun. Admin. (Owner's Witness)

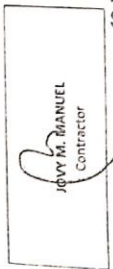
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.


MARICRITO CONSTANTINO
Contractor's Witness

Doc. No. 407
Page No. 83
Book No. 12
Series of 2022


JOVY M. MANUEL
Contractor

ATTY. RYAN T. TADEO
NOTARY PUBLIC
Valid Until June 30, 2022
Cabanatuan City
IBP No. 150170/11 January 2021/Nueva Ecija
PTR No. CBN-1461538/04 January 2021/Cabanatuan City
Roll No. 56826
Notarial Comm. No. 13-2020
MCLE Compliance No. VI - 0022080/ 26-03-2019

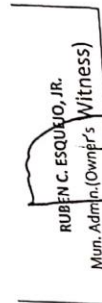
BIDS AND AWARDS COMMITTEE

20% Development Fund – Local Access Road Upgrading at Sitio Bakbak Barangay Tagpos
Contract No.: 8286537

CONTRACT


JOSEFINO M. ANGELES
Municipal Mayor (Owner)

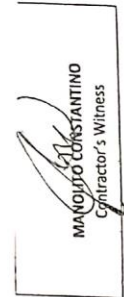
THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, JOSEFINO M ANGELES, hereinafter referred to as the "Owner" of the one part and Joyus Construction, represented herein by its Manager, Mr. Jovy M. Manuel, with office address at Barangay Rajal Norte, Santa Rosa, Nueva Ecija, hereinafter referred to as the "Contractor" of the other part;


RUBEN C. ESQUIVIO, JR.
Mun. Admin. (Owner's Witness)

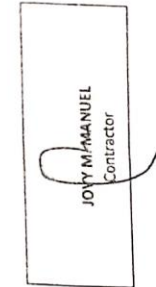
WHEREAS, the Owner received bid proposals in its bid opening dated November 24, 2021 for the 20% Development Fund – Local Access Road Upgrading at Sitio Bakbak Barangay Tagpos and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

WHEREAS, the Owner approved a resolution to award in favor of Joyus Construction, in the sum of One Million Four Hundred Thirty Eight Thousand Three Hundred Thirty Eight and 53/100 pesos only (Php1,438,338.53) hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (PhP)	Contract Duration (in calendar days)
Local Access Road Upgrading at Sitio Bakbak Barangay Tagpos	Php 1,438,338.53	90


MANOLITO CONSTANTINO
Contractor's Witness

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;


JOVY M. MANUEL
Contractor

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
 - 2.1 Winning bidder's bid, including the Eligibility requirements. Technical and Financial Proposals, and all other documents/statements submitted;
 - 2.2 Performance Security;
 - 2.3 Credit line issued by a commercial or universal bank, if applicable;
 - 2.4 Owner's Notice of Award of contract; and
 - 2.5 Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
3. The contract duration or completion period shall be 90 calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
4. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;
5. The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;
7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO M. ANGELES
 OWNER


JOVY M. MANUEL
 CONTRACTOR

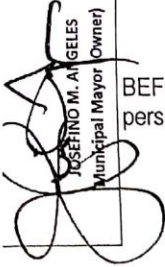
SIGNED IN THE PRESENCE OF:


RUBEN C. ESQUEJO, JR.
 OWNER'S WITNESS


MANOLITO CONSTANTINO
 CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY/CITY OF Cabr. City)

ACKNOWLEDGMENT


JOSEFINO M. ANGELES
Municipal Mayor (Owner)

BEFORE ME, a Notary Public for and in Cabr. City, Philippines, this 4th day of February, 2023, personally appeared:

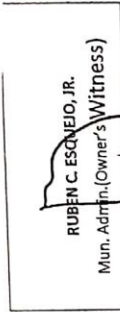
NAME

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth... IDs)

NUMBER	ISSUED ON	ISSUED AT
OM - 001	08/02/2019	Santa Rosa, Nueva Ecija
LTO-C05-93-067486	03/09/19	Cabanatuan City

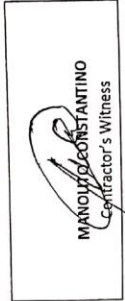
JOSEFINO M. ANGELES
OWNER

JOVY M. MANUEL
CONTRACTOR


RUBEN C. ESCNEID, JR.
Mun. Admin. (Owner's Witness)

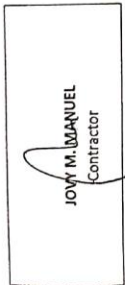
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

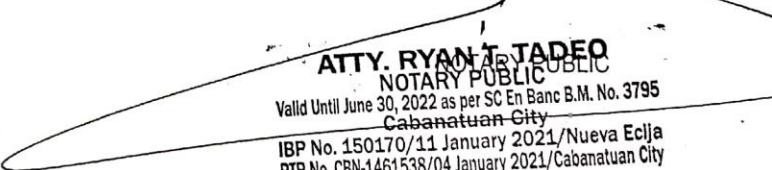
The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.


MANOLO CONSTANTINO
Contractor's Witness

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Doc. No. 400
Page No. 83
Book No. 12
Series of 2022


JOVY M. MANUEL
Contractor


ATTY. RYAN T. TADEO
NOTARY PUBLIC
Valid Until June 30, 2022 as per SC En Banc B.M. No. 3795
Cabanatuan City
IBP No. 150170/11 January 2021/Nueva Ecija
PTR No. CBN-1461538/04 January 2021/Cabanatuan City
Roll No. 56826
Notarial Comm. No. 13-2020
MCLE Compliance No. VI - 0022080/ 26-03-2019

BIDS AND AWARDS COMMITTEE

20% Development Fund – Local Access Road Upgrading at Purok 5 & 6 Barangay Rajal Norte
Contract No.: **8286473**

CONTRACT


JOSEFINO M. ANGELES
Municipal Mayor (Owner)

THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, JOSEFINO M ANGELES, hereinafter referred to as the "Owner" of the one part and Joyus Construction, represented herein by its Manager, Mr. Jovy M. Manuel, with office address at Barangay Rajal Norte, Santa Rosa, Nueva Ecija, hereinafter referred to as the "Contractor" of the other part;

WHEREAS, the Owner received bid proposals in its bid opening dated November 24, 2021 for the 20% Development Fund – Local Access Road Upgrading at Purok 5 & 6 Barangay Rajal Norte and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

WHEREAS, the Owner approved a resolution to award in favor of Joyus Construction, in the sum of One Million Four Hundred Seven Thousand Eight Hundred Sixty Four and 5/100 pesos only (Php1,407,864.05) hereinafter called the "Contract Price" with the following details:


RUBEN C. ESQUEJO, JR.
Mun. Admin. (Owner's Witness)

Name of Project	Amount of Award/Contract Price (PhP)	Contract Duration (in calendar days)
Local Access Road Upgrading at Purok 5 & 6 Barangay Rajal Norte	Php 1,407,864.05	90

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;


MANDO B. CONSTANTINO
Contractor's Witness


JOVY M. MANUEL
Contractor

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
- The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
 - Winning bidder's bid, including the Eligibility requirements. Technical and Financial Proposals, and all other documents/statements submitted;
 - Performance Security;
 - Credit line issued by a commercial or universal bank, if applicable;
 - Owner's Notice of Award of contract; and
 - Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
- The contract duration or completion period shall be 90 calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
- In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;
- The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;
7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.


IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO M ANGELES
 OWNER


JOVY M. MANUEL
 CONTRACTOR

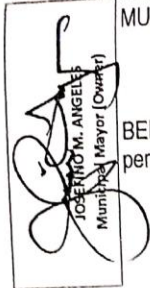
SIGNED IN THE PRESENCE OF:


RUBEN C. ESQUEJO JR.
 OWNER'S WITNESS


MANOLITO CONSTANTINO
 CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY/CITY OF CABANATUAN)

ACKNOWLEDGMENT

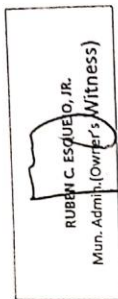

JOSEFINO M. ANGELES
Municipal Mayor (Owner)

BEFORE ME, a Notary Public for and in CAB City, Philippines, this 4th day of FEBRUARY, 2021
personally appeared:

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth... IDs)

NAME

NUMBER	ISSUED ON	ISSUED AT
OM - 001	08/02/2019	Santa Rosa, Nueva Ecija
LTO-C05-93-067486	03/09/19	Cabanatuan City


RUBEN C. ESQUEJO, JR.
Mun. Admin. (Owner's Witness)

JOSEFINO M. ANGELES
OWNER

JOVY M. MANUEL
CONTRACTOR

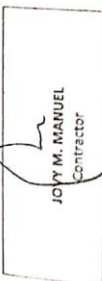
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.


MANDO CONSTANTINO
Contractor's Witness

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Doc. No. 408
Page No. 3
Book No. 12
Series of 2022


JOVY M. MANUEL
Contractor


ATTY. RYAN T. TADEO
NOTARY PUBLIC
Valid Until June 30, 2022 as per 90 En Banc B.M. No. 3795
Cabanatuan City
IBP No. 150170/11 January 2021/Nueva Ecija
PTR No. CBN-1461538/04 January 2021/Cabanatuan City
Roll No. 56826
Notarial Comm. No. 13-2020
; MCLE Compliance No. VI - 0022080/ 26-03-2019

Republic of the Philippines
Province of Nueva Ecija
Municipality of Santa Rosa

BIDS AND AWARDS COMMITTEE

20% Development Fund – Local Access Road Upgrading at Barangay Inspector
Contract No.: 8286587

CONTRACT


JOSEFIN M. ANGELES
Municipal Mayor (Owner)

THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, JOSEFINO M ANGELES, hereinafter referred to as the "Owner" of the one part and Joyus Construction, represented herein by its Manager, Mr. Jovy M. Manuel, with office address at Barangay Rajal Norte, Santa Rosa, Nueva Ecija, hereinafter referred to as the "Contractor" of the other part;

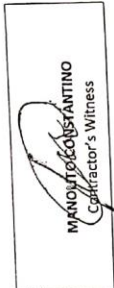
WHEREAS, the Owner received bid proposals in its bid opening dated November 24, 2021 for the 20% Development Fund – Local Access Road Upgrading at Barangay Inspector and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

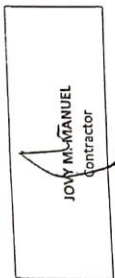
WHEREAS, the Owner approved a resolution to award in favor of Joyus Construction, in the sum of One Million Two Hundred Thousand Sixteen and 76/100 pesos only (Php1,200,016.76) hereinafter called the "Contract Price" with the following details:


RUBEN C. ESQUEJO, JR.
Mun. Admin. Officer's Witness

Name of Project	Amount of Award/Contract Price (PhP)	Contract Duration (in calendar days)
Local Access Road Upgrading at Barangay Inspector	Php 1,200,016.76	90

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;


MAOULO CONSTANTINO
Contractor's Witness


JOVY M. MANUEL
Contractor

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
- The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
 - Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
 - Performance Security;
 - Credit line issued by a commercial or universal bank, if applicable;
 - Owner's Notice of Award of contract; and
 - Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
- The contract duration or completion period shall be 90 calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
- In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;
- The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;
7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO M. ANGELES
 OWNER


JOVY M. MANUEL
 CONTRACTOR

SIGNED IN THE PRESENCE OF:

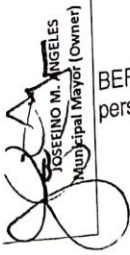

RUBEN C. ESQUEJO, JR.
 OWNER'S WITNESS


MANOLITO CONSTANTINO
 CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES
MUNICIPALITY/CITY OF CABANATUAN)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in CAB. CITY, Philippines, this 4th day of FEBRUARY, 2021 personally appeared:


JOSEFINO M. ANGELES
Municipal Mayor (Owner)

NAME

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth... IDs)

NUMBER	ISSUED ON	ISSUED AT
OM - 001	08/02/2019	Santa Rosa, Nueva Ecija
LTO-C05-93-067486	03/09/19	Cabanatuan City

JOSEFINO M. ANGELES
OWNER

JOVY M. MANUEL
CONTRACTOR


RUBEN C. ESQUEJO, JR.
Mun. Admin. (Owner) Witness

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 the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.


MANGGITO CONSTANTINO
Contractor's Witness

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

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JOVY M. MANUEL
Contractor

ATTY. RYAN T. TADEO
NOTARY PUBLIC
Valid Until June 30, 2022 as per SC LRB No. 3795
Cabanatuan City
IBP No. 150170/11 January 2021/Nueva Ecija
PTR No. CBN-1461538/04 January 2021/Cabanatuan City
Roll No. 56826
Notarial Comm. No. 13-2020
MCLE Compliance No. VI - 0022080/ 26-03-2019

BIDS AND AWARDS COMMITTEE

20% Development Fund – Local Access Road Upgrading and Improvement at Barangay San Pedro
Contract No.: 8286651

CONTRACT


JOSEFINO M. ANGELES
Municipal Mayor (Owner)

THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, **JOSEFINO M ANGELES**, hereinafter referred to as the "Owner" of the one part and Joyus Construction, represented herein by its **Manager, Mr. Jovy M. Manuel**, with office address at Barangay Rajal Norte, Santa Rosa, Nueva Ecija, hereinafter referred to as the "Contractor" of the other part;

WHEREAS, the Owner received bid proposals in its bid opening dated November 24, 2021 for the 20% Development Fund – Local Access Road Upgrading and Improvement at Barangay San Pedro and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

WHEREAS, the Owner approved a resolution to award in favor of **Joyus Construction**, in the sum of **Two Million One Hundred Ninety Five Thousand Two Hundred Eighteen and 56/100 pesos only (Php2,195,218.56)** hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (PhP)	Contract Duration(in calendar days)
Local Access Road Upgrading and Improvement at Barangay San Pedro	Php 2,195,218.56	90

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
- The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
 - Winning bidder's bid, including the Eligibility requirements. Technical and Financial Proposals, and all other documents/statements submitted;
 - Performance Security;
 - Credit line issued by a commercial or universal bank, if applicable;
 - Owner's Notice of Award of contract; and
 - Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
- The contract duration or completion period shall be **90** calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
- In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;
- The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.


RUBEN C. ESQUEDO, JR.
Mun. Admin. (Owner's Witness)


MANGITO CONSTANTINO
Contractor's Witness


JOVY M. MANUEL
Contractor

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;
7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO M ANGELES
 OWNER


JOVY M. MANUEL
 CONTRACTOR

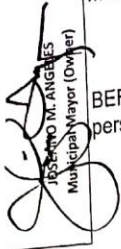
SIGNED IN THE PRESENCE OF:


RUBEN C. ESQUEJO, JR.
 OWNER'S WITNESS


MANOLITO CONSTANTINO
 CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES
MUNICIPALITY/CITY OF Cabanatuan

ACKNOWLEDGMENT


JOSEFINO M. ANGELES
Municipal Mayor (Owner)

BEFORE ME, a Notary Public for and in CAB-CITY, Philippines, this 4th day of FEBRUARY, 2021 personally appeared:

NAME

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

NUMBER

ISSUED ON

ISSUED AT

OM - 001

08/02/2019


Santa Rosa, Nueva Ecija

JOSEFINO M. ANGELES
OWNER

LTO-C05-93-067486 03/09/19

Cabanatuan City

JOVY M. MANUEL
CONTRACTOR


RUBEN C. ESODEJO, JR.
Mun. Admin. Officer's Witness

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 the free and voluntary act and deed of the entities which they respectively represent.

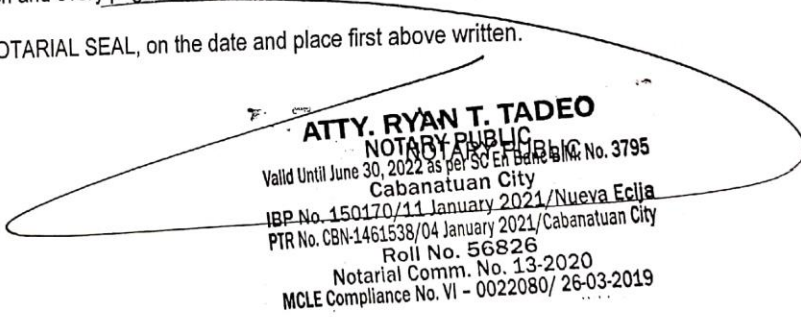
The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.


MANOLO C. CONSTANTINO
Contractor's Witness

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

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JOVY M. MANUEL
Contractor


ATTY. RYAN T. TADEO
NOTARY PUBLIC
Valid Until June 30, 2022 as per SC En Banc Order No. 3795
Cabanatuan City
IBP No. 150170/11 January 2021/Nueva Ecija
PTR No. CBN-1461538/04 January 2021/Cabanatuan City
Roll No. 56826
Notarial Comm. No. 13-2020
MCLE Compliance No. VI - 0022080/ 26-03-2019

BIDS AND AWARDS COMMITTEE

20% Development Fund – Local Access Road Upgrading at Ka Orly Brgy. Malacañang
Contract No.: 8286699

CONTRACT

THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, **JOSEFINO M ANGELES**, hereinafter referred to as the "Owner" of the one part and Joyus Construction, represented herein by its **Manager, Mr. Jovy M. Manuel**, with office address at Barangay Rajal Norte, Santa Rosa, Nueva Ecija, hereinafter referred to as the "Contractor" of the other part;

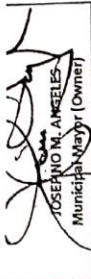
WHEREAS, the Owner received bid proposals in its bid opening dated November 24, 2021 for the 20% Development Fund – Local Access Road Upgrading at Ka Orly Brgy. Malacañang and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

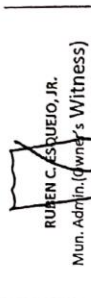
WHEREAS, the Owner approved a resolution to award in favor of **Joyus Construction**, in the sum of **Nine Hundred Fifty Eight Thousand Three Hundred Twenty and 92/100 pesos only (Php958,320.92)** hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (PhP)	Contract Duration (in calendar days)
Local Access Road Upgrading at Ka Orly Brgy. Malacañang	Php 958,320.92	60

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
 - 2.1 Winning bidder's bid, including the Eligibility requirements. Technical and Financial Proposals, and all other documents/statements submitted;
 - 2.2 Performance Security;
 - 2.3 Credit line issued by a commercial or universal bank, if applicable;
 - 2.4 Owner's Notice of Award of contract; and
 - 2.5 Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
3. The contract duration or completion period shall be **60** calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
4. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;
5. The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.


JOSEFINO M. ANGELES
Municipal Mayor (Owner)


RUBEN C. SIQUEO, JR.
Mun. Adm. In. (Witness)


MANQUITO CONSTANTINO
Contractor's Witness


JOVY M. MANUEL
Contractor

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;
7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO M ANGELES
 OWNER


JOVY M. MANUEL
 CONTRACTOR

SIGNED IN THE PRESENCE OF:


RUBEN C. ESQUEJO, JR.
 OWNER'S WITNESS


MANOLITO CONSTANTINO
 CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES
MUNICIPALITY/CITY OF CABANATUAN

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in CAB-CITY, Philippines, this 4TH day of FEBRUARY, 2022 personally appeared:

JOSEFINO M. ANGELES
Municipal Mayor (Witness)

NAME

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

NUMBER	ISSUED ON	ISSUED AT
OM - 001	08/02/2019	Santa Rosa, Nueva Ecija
LTO-C05-93-067486	03/09/19	Cabanatuan City

RUBEN C. ESQUEJO, JR.
Mun. Adm. (Owner's Witness)

JOSEFINO M. ANGELES
OWNER

JOVY M. MANUEL
CONTRACTOR

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 the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

MANUELITO M. KONSTANTINO
Contractor's Witness

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

ATTY. RYAN T. TADEO
NOTARY PUBLIC
Valid Until June 30, 2022 as per Sec. 14-B, R.A. No. 3795
Cabanatuan City
IBP No. 150170/11 January 2021/Nueva Ecija
PTR No. CBN-1461538/04 January 2021/Cabanatuan City
Roll No. 56826
Notarial Comm. No. 13-2020
MCLE Compliance No. VI - 0022080/ 26-03-2019

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JOVY M. MANUEL
Contractor

Republic of the Philippines
Province of Nueva Ecija
Municipality of Santa Rosa

BIDS AND AWARDS COMMITTEE

20% Development Fund – Local Access Road Upgrading at Barangay San Joseph
Contract No.: 8286760

CONTRACT

THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, **JOSEFINO M ANGELES**, hereinafter referred to as the "Owner" of the one part and Joyus Construction, represented herein by its Manager, **Mr. Jovy M. Manuel**, with office address at Barangay Rajal Norte, Santa Rosa, Nueva Ecija, hereinafter referred to as the "Contractor" of the other part;

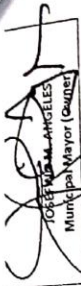
WHEREAS, the Owner received bid proposals in its bid opening dated November 24, 2021 for the 20% Development Fund – Local Access Road Upgrading at Barangay San Joseph and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

WHEREAS, the Owner approved a resolution to award in favor of **Joyus Construction**, in the sum of Six Hundred Fifty Five Thousand One Hundred Sixty Three and 30/100 pesos only (Php655,163.30) hereinafter called the "Contract Price" with the following details:

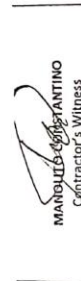
Name of Project	Amount of Award/Contract Price (PhP)	Contract Duration (In calendar days)
Local Access Road Upgrading at Barangay San Joseph	Php 655,163.30	60

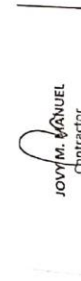
NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3]:
 - 2.1 Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
 - 2.2 Performance Security;
 - 2.3 Credit line issued by a commercial or universal bank, if applicable;
 - 2.4 Owner's Notice of Award of contract; and
 - 2.5 Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
3. The contract duration or completion period shall be 60 calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
4. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;
5. The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.


JOSEFINO M. ANGELES
Municipal Mayor (Contractor)


RUBEN C. SALUDO, JR.
Mun. Admin. (Owner's Witness)


MARIBEL S. ANTINO
Contractor's Witness



JOVY M. MANUEL
Contractor

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;
7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO ANGELES
 OWNER


JOVY M. MANUEL
 CONTRACTOR

SIGNED IN THE PRESENCE OF:

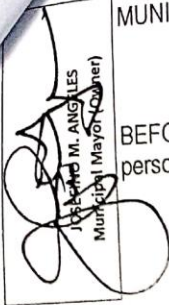

RUBEN C. ESQUEJO, JR.
 OWNER'S WITNESS


MANOLITO CONSTANTINO
 CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES
MUNICIPALITY/CITY OF Cab. City)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Cab. City, Philippines, this 4th day of February, 202B.
personally appeared:


JOSEFINO M. ANGELES
Municipal Mayor (Owner)

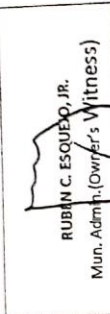
NAME

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth... IDs)

NUMBER	ISSUED ON	ISSUED AT
OM - 001	08/02/2019	Santa Rosa, Nueva Ecija
LTO-C05-93-067486	03/09/19	Cabanatuan City

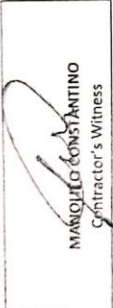
JOSEFINO M. ANGELES
OWNER

JOVY M. MANUEL
CONTRACTOR


RUBEN C. ESQUEJO, JR.
Mun. Adm. (Owner's Witness)

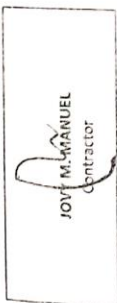
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.


MARCOLITO CONSTANTINO
Contractor's Witness

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Doc. No. 417
Page No. 86
Book No. 12
Series of 2022


JOVY M. MANUEL
Contractor

ATTY. RYAN T. TADEO
NOTARY PUBLIC
Valid Until June 30, 2022 as per SC En Banc B.M. No. 3795
Cabanatuan City
IBP No. 150170/11 January 2021/Nueva Ecija
PTR No. CBN-1461338/04 January 2021/Cabanatuan City
Roll No. 56826
Notarial Comm. No. 13-2020
MCLE Compliance No. VI - 0022080/ 26-03-2019

BIDS AND AWARDS COMMITTEE

20% Development Fund – Construction of Drainage Canal at Purok 3 Paso Barangay La Fuente
Contract No.: 8286956

CONTRACT

THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, JOSEFINO M ANGELES, hereinafter referred to as the "Owner" of the one part and Joyus Construction, represented herein by its Manager, Mr. Jovy M. Manuel, with office address at Barangay Rajal Norte, Santa Rosa, Nueva Ecija, hereinafter referred to as the "Contractor" of the other part;

WHEREAS, the Owner received bid proposals in its bid opening dated November 24, 2021 for the 20% Development Fund – Construction of Drainage Canal at Purok 3 Paso Barangay La Fuente and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

WHEREAS, the Owner approved a resolution to award in favor of Joyus Construction, in the sum of Seven Hundred Nineteen Thousand Three Hundred Fifty Nine and 90/100 pesos only (Php719,359.90) hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (PhP)	Contract Duration(in calendar days)
Construction of Drainage Canal at Purok 3 Paso Barangay La Fuente	Php 719,359.90	60

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
- The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
 - Winning bidder's bid, including the Eligibility requirements. Technical and Financial Proposals, and all other documents/statements submitted;
 - Performance Security;
 - Credit line issued by a commercial or universal bank, if applicable;
 - Owner's Notice of Award of contract; and
 - Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
- The contract duration or completion period shall be 60 calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
- In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;
- The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.

JOSEFINO M ANGELES
Municipal Mayor (Owner)

RUBEN C. ESPALVEJO, JR.
Mun. Admin. (Owner's Witness)

MANOLITO CONSTANTINO
Contractor's Witness

JOVY M. MANUEL
Contractor

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;
7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO M. ANGELES
 OWNER


JOVY M. MANUEL
 CONTRACTOR

SIGNED IN THE PRESENCE OF:


RUBEN C. ESQUEJO, JR.
 OWNER'S WITNESS


MANOLITO CONSTANTINO
 CONTRACTOR'S WITNESS

JOSEFINO M. ANGELES
Municipal Mayor (Owner)

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY/CITY OF Cab. City)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Cab. City, Philippines, this 4th day of February, 2021.
personally appeared:

NAME	GOVERNMENT ISSUED IDENTIFICATIONS (Passport, Driver's License, SSS, GSIS, Philhealth... IDs)
	NUMBER ISSUED ON ISSUED AT
JOSEFINO M. ANGELES OWNER	<u>OM - 001</u> <u>08/02/2019</u> <u>Santa Rosa, Nueva Ecija</u>
JOVY M. MANUEL CONTRACTOR	<u>LTO-C05-93-067486</u> <u>03/09/19</u> <u>Cabanatuan City</u>

RUBEN C. ESQUEJO, JR.
Mun. Adm. (Owner's Witness)

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 the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

MANGILITO CONSTANTINO
Contractor's Witness

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Doc. No. 419
Page No. 89
Book No. 12
Series of 2022

JOVY M. MANUEL
Contractor

ATTY. RYAN J. TADEO
NOTARY PUBLIC
Valid Until June 30, 2022 as per SC En Banc B.M. No. 3795
Cabanatuan City
IBP No. 150170/11 January 2021/Nueva Ecija
PTR No. CBN-1461538/04 January 2021/Cabanatuan City
Roll No. 56826
Notarial Comm. No. 13-2020
MCLE Compliance No. VI - 0022080/ 26-03-2019

BIDS AND AWARDS COMMITTEE

20% Development Fund – Local Access Road Upgrading at Feleo St. Barangay Isla
Contract No.: 8286829

CONTRACT

THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, **JOSEFINO M ANGELES**, hereinafter referred to as the "Owner" of the one part and Joyus Construction, represented herein by its **Manager, Mr. Jovy M. Manuel**, with office address at Barangay Rajal Norte, Santa Rosa, Nueva Ecija, hereinafter referred to as the "Contractor" of the other part;

WHEREAS, the Owner received bid proposals in its bid opening dated November 24, 2021 for the 20% Development Fund – Local Access Road Upgrading at Feleo St. Barangay Isla and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

WHEREAS, the Owner approved a resolution to award in favor of **Joyus Construction**, in the sum of **One Million Two Hundred Thirty Three Thousand Seven Hundred Twenty Two and 43/100 pesos only (Php1,233,722.43)** hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (Php)	Contract Duration(in calendar days)
Local Access Road Upgrading at Feleo St. Barangay Isla	Php 1,233,722.43	90

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
- The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3]:
 - Winning bidder's bid, including the Eligibility requirements. Technical and Financial Proposals, and all other documents/statements submitted;
 - Performance Security;
 - Credit line issued by a commercial or universal bank, if applicable;
 - Owner's Notice of Award of contract; and
 - Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
- The contract duration or completion period shall be **90** calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
- In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;
- The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.

JOSEFINO M. ANGELES
Municipal Mayor (Owner)

RUBEN C. AQUINO, JR.
Mun. Admin. Officer's Witness

MANUEL P. KONSTANTINO
Contractor's Witness

JOVY M. MANUEL
Contractor

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;
7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO M. ANGELES
 OWNER


JOVY M. MANUEL
 CONTRACTOR

SIGNED IN THE PRESENCE OF:

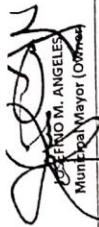

RUBEN C. ESQUEJO, JR.
 OWNER'S WITNESS


MANOLITO CONSTANTINO
 CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY/CITY OF Cab. City)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Cab. City, Philippines, this 4th day of February, 2022.
personally appeared:


JOSEFINO M. ANGELES
Municipal Mayor (Contractor)

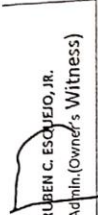
NAME

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth... IDs)

NUMBER	ISSUED ON	ISSUED AT
OM - 001	08/02/2019	Santa Rosa, Nueva Ecija
LTO-C05-93-067486	03/09/19	Cabanatuan City

JOSEFINO M. ANGELES
OWNER

JOVY M. MANUEL
CONTRACTOR


RUBEN C. ESCHICO, JR.
Mun. Admin. (Owner's Witness)

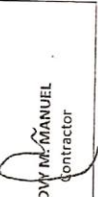
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.


MANDO CONSTANTINO
Contractor's Witness

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Doc. No. 418
Page No. 85
Book No. 12
Series of 2022


JOVY M. MANUEL
Contractor

ATTY. RYAN T. TADEO
NOTARY PUBLIC
Valid Until June 30, 2022 as per RA 10180
Cabanatuan City
IBP No. 150170/11 January 2021, Nueva Ecija
PTR No. CBN-1461538/04 January 2021, Cabanatuan City
Roll No. 56826
Notarial Comm. No. 13-2020
MCLE Compliance No. VI - 0022080/ 26-03-2019

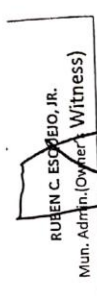
BIDS AND AWARDS COMMITTEE

20% Development Fund – Local Access Road Upgrading at Barangay Tagpos
Contract No.: 8286892

CONTRACT


JOSEFINO M. ANGELES
Municipal Mayor (Owner)

THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, **JOSEFINO M ANGELES**, hereinafter referred to as the "Owner" of the one part and Joyus Construction, represented herein by its **Manager, Mr. Jovy M. Manuel**, with office address at Barangay Rajal Norte, Santa Rosa, Nueva Ecija, hereinafter referred to as the "Contractor" of the other part;


RUBEN C. ESCOBEDO, JR.
Mun. Admin. Officer (Witness)

WHEREAS, the Owner received bid proposals in its bid opening dated November 24, 2021 for the 20% Development Fund – Local Access Road Upgrading at Barangay Tagpos and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

WHEREAS, the Owner approved a resolution to award in favor of **Joyus Construction**, in the sum of **Six Hundred Fifty Six Thousand Seven Hundred Ten and 63/100 pesos only (Php656,710.63)** hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (Php)	Contract Duration(in calendar days)
Local Access Road Upgrading at Barangay Tagpos	Php 656,710.63	60


MANOLITO EGASANTINO
Contractor's Witness

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
 - 2.1 Winning bidder's bid, including the Eligibility requirements. Technical and Financial Proposals, and all other documents/statements submitted;
 - 2.2 Performance Security;
 - 2.3 Credit line issued by a commercial or universal bank, if applicable;
 - 2.4 Owner's Notice of Award of contract; and
 - 2.5 Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
3. The contract duration or completion period shall be **60** calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
4. In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;
5. The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.


JOVY M. MANUEL
Contractor

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;
7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:



JOSEFINO M. ANGELES
 OWNER


JOVY M. MANUEL
 CONTRACTOR

SIGNED IN THE PRESENCE OF:


RUBEN C. ESQUEJO, JR.
 OWNER'S WITNESS


MANOLITO CONSTANTINO
 CONTRACTOR'S WITNESS


JOSEFINO M. ANGELES
Municipal Manager (Owner)

REPUBLIC OF THE PHILIPPINES
MUNICIPALITY/CITY OF CABANATUAN

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in CAB-CITY, Philippines, this 4TH day of FEBRUARY, 2022 personally appeared:

NAME

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth... IDs)

NUMBER	ISSUED ON	ISSUED AT
OM - 001	08/02/2019	Santa Rosa, Nueva Ecija
LTO-C05-93-067486	03/09/19	Cabanatuan City

JOSEFINO M. ANGELES
OWNER

JOVY M. MANUEL
CONTRACTOR


RUBEN C. ESCOVEDO, JR.
Mun. Adm. (Owner's Witness)

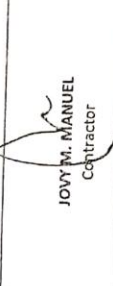
Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.


MANALITO CONSTANTINO
Contractor's Witness

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Doc. No. 420
Page No. 89
Book No. 12
Series of 2022


JOVY M. MANUEL
Contractor

ATTY. RYAN T. TADEO
NOTARY PUBLIC
Valid Until June 30, 2022 as per SC En Banc B.O. No. 3795
Cabanatuan City
IBP No. 150170/11 January 2021/Nueva Ecija
PTR No. CBN-1481538/04 January 2021/Cabanatuan City
Roll No. 56826
Notarial Comm. No. 13-2020
; MCLE Compliance No. VI - 0022080/ 26-03-2019

Republic of the Philippines
Province of Nueva Ecija
Municipality of Santa Rosa

BIDS AND AWARDS COMMITTEE

20% Development Fund, Construction of Multi-purpose Building Phase I at Barangay Mabini
Contract No.: 8285810

CONTRACT

THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija, represented herein by its Municipal Mayor, **JOSEFINO M ANGELES**, hereinafter referred to as the "Owner" of the one part and R.D. Talens Construction and Trading, represented herein by its Manager, **Engr. RONALD D. TALENS**, with office address at Maharlika Hi-way, Zulueta District (Pob.) Cabanatuan City, hereinafter referred to as the "Contractor" of the other part;

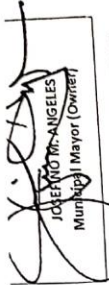
WHEREAS, the Owner received bid proposals in its bid opening dated January 12, 2022 for the 20% Development Fund, Construction of Multi-purpose Building Phase I at Barangay Mabini and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

WHEREAS, the Owner approved a resolution to award in favor of **R.D. Talens Construction and Trading**, in the sum of to **Two Million Nine Hundred Eighty One Thousand Two Hundred Ninety Eight and 30/100 pesos only (Php 2,981,298.30)** hereinafter called the "Contract Price" with the following details:

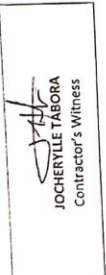
Name of Project	Amount of Award/Contract Price (Php)	Contract Duration (in calendar days)
Construction of Multi-purpose Building Phase I at Barangay Mabini	Php 2,981,298.30	180

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
- The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3]:
 - Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
 - Performance Security;
 - Credit line issued by a commercial or universal bank, if applicable;
 - Owner's Notice of Award of contract; and
 - Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
- The contract duration or completion period shall be **180** calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
- In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;


JOSEFINO M. ANGELES
Municipal Mayor (Owner)


RUBEN C. ESQUIVEL, JR.
Mun. Admin. (Owner's Witness)


JOCHERYLLE TABORA
Contractor's Witness


RONALD D. TALENS
Contractor

- 5 The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.
- 6 The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;
- 7 The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
- 8 The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO M ANGELES
 OWNER


 Engr. **RONALD D. TALENS**
 CONTRACTOR

SIGNED IN THE PRESENCE OF:

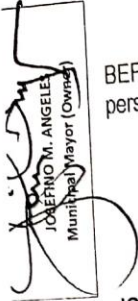

RUBEN C. ESQUEJO, JR.
 OWNER'S WITNESS


JOCHERYLLE TABORA
 CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY/CITY OF Cabanatuan)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in CAB. CITY, Philippines, this 4th day of FEBRUARY, 2022 personally appeared:


JOSEFINO M. ANGELES
Municipal Mayor (Owner)

NAME

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth... IDs)

NUMBER	ISSUED ON	ISSUED AT
OM - 001	08/02/2019	Santa Rosa, Nueva Ecija
PRC-0035779	05/14/2019	Manila

JOSEFINO M. ANGELES
OWNER

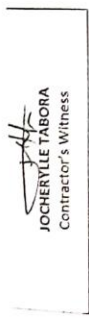
RONALD D. TALENS
CONTRACTOR

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 the free and voluntary act and deed of the entities which they respectively represent.


RUBEN C. ESQUEJO, JR.
Mun. Admin. (Owner's Witness)

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.


JOCHERYLE TABORA
Contractor's Witness

Doc. No. 415
Page No. 57
Book No. 12
Series of 2021


RONALD D. TALENS
Contractor

ATTY. RYAN T. TADEO
NOTARY PUBLIC
Valid Until June 30, 2022 as per SC En Banc B.M. No. 3795
Cabanatuan City
IBP No. 150170/11 January 2021/Nueva Ecija
PTR No. CBN-1461538/04 January 2021/Cabanatuan City
Roll No. 56826
Notarial Comm. No. 13-2020
MCLE Compliance No. VI - 0022080/ 26-03-2019

BIDS AND AWARDS COMMITTEE

General Fund – Road Concreting at Sangabol St. Barangay Isla
Contract No.: **8287010**

CONTRACT

THIS CONTRACT, made and entered into this 3rd day of February 2022 by and between the **Local Government Unit of Santa Rosa located at Barangay Rizal, Santa Rosa, Nueva Ecija**, represented herein by its Municipal Mayor, **JOSEFINO M ANGELES**, hereinafter referred to as the "Owner" of the one part and **MN Coloma Construction**, represented herein by its **Manager/Owner, Mr. Menandro N. Coloma**, with office address at **Abar 1st San Jose City, Nueva Ecija**, hereinafter referred to as the "Contractor" of the other part;

WHEREAS, the Owner received bid proposals in its bid opening dated January 12, 2022 for the **General Fund – Road Concreting at Sangabol St. Barangay Isla** and after the evaluation and post-qualification, the Owner declared the bid of the Contractor as the lowest calculated and responsive bid for the above cited project;

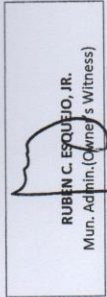
WHEREAS, the Owner approved a resolution to award in favor of **MN Construction**, in the sum of **Four Hundred Ninety Six Thousand Three Hundred Ninety Three and 50/100 pesos only (Php496,393.50)** hereinafter called the "Contract Price" with the following details:

Name of Project	Amount of Award/Contract Price (PhP)	Contract Duration (in calendar days)
Road Concreting at Sangabol St. Barangay Isla	496,393.50	60

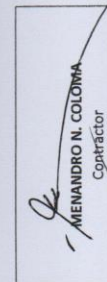
NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows;

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
- The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
 - Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
 - Performance Security;
 - Credit line issued by a commercial or universal bank, if applicable;
 - Owner's Notice of Award of contract; and
 - Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable.
- The contract duration or completion period shall be **60** calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is Seven (7) calendar days within receipt of the Notice to Proceed by the Contractor.
- In consideration of the Contract Price mentioned herein to be paid by the Owner to the Contractor, the Contractor hereby covenants, to the Owner, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;
- The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, the Contract Price such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract


JOSEFINO M. ANGELES
Municipal Mayor (Owner)


RUBEN C. ESQUEJO, JR.
Mun. Admin. (Owner's Witness)


GREGORIO FERNANDO
Contractor's Witness



MENANDRO N. COLOMA
Contractor

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;
7. The Contractor shall pay the Owner for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The owner shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the Owner. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Owner shall rescind this Contract, without prejudice to other courses of action and remedies open to the Owner;
8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the Owner, in any of the following amounts and form;

Amount of Warranty Security	Form of Warranty Security
5% of the Contract Price	Cash; or Letter of the Credit issued by a Universal or Commercial Bank, if issued by the foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank.
30% of the Contract Price	Surety Bond callable upon demand issued by the OSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

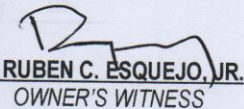
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


JOSEFINO M. ANGELES
 OWNER


MENANDRO N. COLOMA
 CONTRACTOR

SIGNED IN THE PRESENCE OF:


RUBEN C. ESQUEJO, JR.
 OWNER'S WITNESS


GREGORIO FERNANDO
 CONTRACTOR'S WITNESS

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY/CITY OF CABANATUAN CITY)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in CABANATUAN CITY Philippines, this 03 day of FEB 03 2022 2021 personally appeared:

GOVERNMENT ISSUED IDENTIFICATIONS
(Passport, Driver's License, SSS, GSIS, Philhealth... IDs)

NAME	NUMBER	ISSUED ON	ISSUED AT
JOSEFINO M. ANGELES OWNER	OM-001	08/02/2019	Santa Rosa, Nueva Ecija
MENANDRO N. COLOMA CONTRACTOR	CO5-02-028291	01/01/2019	Cabanatuan City

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 the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

hpc
ATTY. FEDICISMO BIVALLAFLOR
Notary Public

VALID UNTIL DECEMBER 31, 2022
ATTORNEY'S ROLL No. 27589
PTR No. 1591822 / 12 27 2021
No. 0286335-SC EP / 12-15-2020
MCLE COMPLIANCE NO. VI 0006551
NOTARIAL COMMISSION NO. 03-2021
CABANATUAN CITY, NUEVA ECIJ
IBP No. 136265 / 12 21-2020

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Page No. 5
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Series of 22

[Signature]
JOSEFINO M. ANGELES
Municipal Mayor (Owner)

[Signature]
RUBEN C. ESCUELO, JR.
Mun. Admin. (Owner's Witness)

[Signature]
GREGORIO FERNANDO
Contractor's Witness

MENANDRO N. COLOMA
Contractor

[Signature]
JOSEFINO M. ANGELES
Municipal Mayor