

Municipality of Manaoag

Upgrading of Local Access Road with Stone Masonry,  
Along Mermer-Oraan West Road Network,  
Barangay Oraan West, Manaoag, Pangasinan

Standard Form Number: SF-INFR-65  
Revised on: August 11, 2004

**Republic of the Philippines**  
Municipality of Manaoag  
Manaoag, Pangasinan  
(075)5290301/(075)5192388  
[www.manaoag.gov.ph](http://www.manaoag.gov.ph)  
[mpdc\\_manaoag@yahoo.com](mailto:mpdc_manaoag@yahoo.com)

### Notice of Award

January 8, 2021


**ENGR. JOHN G. GARCIA**  
J.G. Garcia Construction & Supply  
Barangay Lanas,  
Mangaldan, Pangasinan

Dear Sir:

We are happy to notify you that the Upgrading of Local Access Road with Stone Masonry, Along Mermer-Oraan West Road Network, Barangay Oraan West, Manaoag, Pangasinan is hereby awarded you as the Bidder with the Single Calculated Responsive Bid at a Contract Price equivalent to Three Million Six Hundred Thirty Three Thousand Seven Hundred Twelve Pesos (P3,633,712.00).

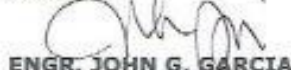
You are therefore required, within ten (10) days from the receipt of this Notice of Award, to formally enter into contract with us, and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the Performance Security shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.

Very truly yours,



**KIM MIKAEL G. AMADOR**  
Municipal Mayor

Conforms:



**ENGR. JOHN G. GARCIA**  
Date: 18-2021



Republic of the Philippines  
Province of Pangasinan  
MUNICIPALITY OF MANAOAG  
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## CONTRACT AND AGREEMENT

### FOR THE UPGRADING OF LOCAL ACCESS ROAD WITH STONE MASONRY, ALONG MERMER-ORAAAN WEST ROAD NETWORK, BARANGAY ORAAAN WEST, MANAOAG, PANGASINAN

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 12<sup>th</sup> day of January, year 2021 at Manaoag, Pangasinan by and between

The **MUNICIPALITY OF MANAOAG** represented by **HON. KIM MIKAEL G. AMADOR**, Municipal Mayor, Manaoag, Pangasinan as the **PARTY OF THE FIRST PART**, hereinafter called the **EMPLOYER** duly authorized for this purpose,

AND

**J.G. GARCIA CONSTRUCTION & SUPPLY** a single proprietorship duly organized by virtue of the existing Laws of the Republic of the Philippines represented by **JOHN G. GARCIA** with office address at Barangay Lanas, Mangaldan, Pangasinan represented by, who has been authorized for this purpose as the **PARTY OF THE SECOND PART** hereinafter called the **CONTRACTOR**,

WITNESSETH

WHEREAS, the **EMPLOYER** is desirous that the certain **WORKS** should be executed by the **CONTRACTOR**, viz: Upgrading of Local Access Road with Stone Masonry, Along Mermer-Oraan West Road Network, Barangay Oraan West, Manaoag, Pangasinan and has accepted the Bid of the **CONTRACTOR** for the execution and completion of such **WORKS** and the remedying of any defects herein;

WHEREAS, the above-mentioned projects has been undertaken through Competitive Public Bidding;

WHEREAS, the total amount of award for completion of the **WORKS** is Three Million Six Hundred Thirty Three Thousand Seven Hundred Twelve Pesos (P3,833,712.00) in Philippine Pesos;

WHEREAS, the whole **WORKS** in this **PROJECT** as covered by this **CONTRACT** shall be completed within One Hundred Twenty (120) calendar-days in accordance with the provisions of the Bid documents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in this Contract and Agreement, words and expressions shall be the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. That the following documents shall deemed to form and be read and constructed as part of this Agreement, viz:

*[Handwritten signatures and initials on the left margin]*

a) The Bid Form accomplished and submitted by the Contractor including the following annexes:

- i. Contractor's Key Personnel
- ii. Contractor's Equipments
- iii. Bid Securing Declaration
- iv. Affidavit of Site Inspection
- v. Omnibus Sworn Statement
- vi. Construction Schedule & S-Curve
- vii. Duly Signed Bid Prices in the Bill of Quantities
- ix. Duly Signed Detailed Estimates
- x. Cash Flow and Payment Schedule

- b) Contract and Agreement
- c) Conditions of Contract
- d) Invitation to Bid
- e) Performance Bond
- f) Program of Works
- g) Other pertinent documents as may be required

3. That in consideration of the Payments to be made by the EMPLOYER to the CONTRACTOR as hereinafter mentioned the CONTRACTOR hereby covenants with the EMPLOYER to execute and complete the WORKS and remedy any defects therein in conformity in all respects with the provisions of this CONTRACT.
4. That the EMPLOYER hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the WORKS at the unit prices agreed in the TENDER, at the time in the manner prescribed by the CONTRACT and specified in the BID. It is understood that the quantities listed in the PROPOSAL do not govern final payment; hence payment to the CONTRACTOR will be made only for actual quantities of contract items performed in accordance with the plans and specifications and accepted by the EMPLOYER.
5. The implementing Rules and Regulations of the amended R.A. 9184 other existing laws, decrees, executive and administrative orders, circulars issued by proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contract adopted and approved by the Government, shall be made and formed as Integral part of the Contract.
6. That this Contract shall not take effect until the CONTRACTOR has furnished and delivered to the EMPLOYER a Performance Bond that is fully acceptable to the EMPLOYER in the form and amount as required in the Instructions to Bidders.
7. In case the CONTRACTOR refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the CONTRACT, the CONTRACTOR shall pay the GOVERNMENT for liquidated damages, shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for everyday of delay. Once the cumulative amount of liquidated damages reaches to ten percent (10%) of the amount of the contract the Procuring Entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.
8. In case the CONTRACTOR lags behind schedule in his works and incurs 15% or more negative slippage, based on his approved PERT/CPM, the Municipal Mayor of the Municipality of Manaoag may, at his discretion, terminate or rescind the contract pursuant to existing laws, rules and regulations.
9. The provision of RA 6685 as implemented by the Department Order No. 51, Series of 1990 is hereby incorporated as part of this CONTRACT.

One for



10. The CONTRACT shall comply with, and strictly observe, all regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws as per Ministry Order No. 9, series of 1961.
11. The CONTRACTOR warrants that he has not given promised to give any money or gift to any employee of the EMPLOYER (or any Philippine Government Instrumentality) to secure this CONTRACT.
12. The Joint Guidelines on Change Orders, Extra Works Orders, etc. as provided under the pertinent provisions of the Implementing Rules and Guidelines of the P.D. 1594 as amended are hereby incorporated as part of this CONTRACT.
13. Within a period of 12 months after completion and final acceptance of the PROJECT, the CONTRACTOR shall remain liable for any damages or defects discovered on the works due to faulty construction or the use of materials of inferior quality or violation of terms of the CONTRACT.
14. If any dispute or difference of any kind whatsoever arises between the EMPLOYER or the ENGINEER and the CONTRACTOR in connection with or arising out of the CONTRACT, or carrying out of the WORKS, it shall first be referred to and settled by the ENGINEER. However if the decision of the ENGINEER is not satisfactory either to the EMPLOYER or the CONTRACTOR, such dispute may be submitted to, and settled by, the Construction Industry Arbitration Commission (CIAC) created by Executive Order No. 1088.
15. This Agreement becomes binding and valid upon approval by the proper authorities.

IN WITNESS WHEREOF, the parties hereto set their respective hands on the day, month and year first above written.

REPUBLIC OF THE PHILIPPINES)  
MUNICIPALITY OF MANGALDAN.)

(PARTY OF THE FIRST PART)

BY:


  
KIM MIKAEL G. AMADOR  
Municipal Mayor

  
ALICIA B. NASTOR  
Administrative Aide I  
(Witness)

(PARTY OF THE SECOND PART)

BY:

  
ENGR. JOHN G. GARCIA  
Contractor

  
ERLYN V. NASTOR  
Administrative Aide IV  
(Witness)

Republic of the Philippines)  
Province of Pangasinan... ) S.S.  
Municipality of Mangaldan)

### ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public and within the Municipality of Manaoag, Pangasinan, personally appeared KIM MIKAEL G. AMADOR, Municipal Mayor, representing MUNICIPALITY OF MANOAG, with Residence Certificate No. 27110427 issued on 1-11-2021 at Manaoag, Pangasinan and ENGR. JOHN G. GARCIA representing J.G. GARCIA CONSTRUCTION & SUPPLY with Residence Certificate No. 08477688 Issued on January 4, 2021 at Mangaldan, Pangasinan, known to me to be the same persons who executed the foregoing CONTRACT AND AGREEMENT and they acknowledge to me that the same is their true and deed for and in behalf of the parties they represented.

This statement consist of four (4) pages, including this page on which this acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my signature and official seal this 12<sup>th</sup> of January 2021 at Mangaldan, Pangasinan.

Doc. No. 241  
Page No. 54  
Book No. U  
Series of 2021.

~~ATTY. JEROME TAYABAN~~  
Notary Public  
UNTIL DECEMBER 21, 2022  
SNC-NP-09-2021  
PTR NO. 75280251-4-2021  
TIN 047-683-988  
ROLL NO. 54416  
MCLE NO. VI-0016519. 1-14-19

*Kim Mikael G. Amador*

Municipality of Manaoag

Upgrading of Local Access Road with Stone  
Masonry Along Mermer- Oraan West Road Network  
Barangay Oraan West, Manaoag, Pangasinan

Standard Form Number: SF-INFR-72  
Revised on: August 11, 2004

**Republic of the Philippines**  
Municipality of Manaoag  
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[www.manaoag.gov.ph](http://www.manaoag.gov.ph)  
[mpdc.manaoag@yahoo.com](mailto:mpdc.manaoag@yahoo.com)

**NOTICE TO PROCEED**

January 14, 2021

**ENGR. JOHN G. GARCIA**  
J.G. Garcia Construction & Supply  
Barangay Lanas, Mangaldan, Pangasinan

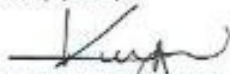
Dear Sir:

The attached Contract Agreement having been approved, notice is hereby given to J.G. Garcia Construction & Supply that work may proceed on the Upgrading of Local Access Road with Stone Masonry along Mermer - Oraan West Road Network, Barangay Oraan West, Manaoag, Pangasinan, effective on January 15, 2021 after the receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Municipality of Manaoag.

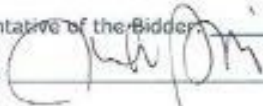
Very truly yours,



**HON. KIM MIKAEL G. AMADOR**  
Municipal Mayor

I acknowledge receipt of this Notice on 1-19-2021

Name of the Representative of the Bidder: \_\_\_\_\_

Authorized Signature:  \_\_\_\_\_