



## Contract Agreement

THIS AGREEMENT made on MAY 21 2021 between **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES - AREA XI of Davao City, Philippines** (hereinafter called "the Entity") and **R. FABALE CONSTRUCTION CORP. of Davao City, Philippines** (hereinafter called "the Contractor"):

WHEREAS, the Entity is desirous that the Contractor execute "**REHABILITATION OF ATC TOWER AND ANS**" (hereinafter called "the Works") and the Entity has accepted the Bid for **TWO MILLION SIX THOUSAND TWO HUNDRED NINE PESOS AND TWENTY NINE CENTAVOS ONLY (Php 2,006,209.29)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:

- (a) General and Special Conditions of Contract;
- (b) Drawings/Plans;
- (c) Specifications;
- (d) Invitation to Bid;
- (e) Instructions to Bidders;
- (f) Bid Data Sheet;
- (g) Addenda and/or Supplemental/Bid Bulletins, if any;
- (h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- (i) Eligibility requirements, documents and/or statements;
- (j) Performance Security;
- (k) Notice of Award of Contract and the Bidder's conforme thereto;
- (l) Other contract documents that may be required by existing laws and/or the Entity.

3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

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

ENGR. AGNES B. UDANG  
 Civil Aviation Area Manager - Area XI  
 Civil Aviation Authority of the Philippines

ENGR. LEANDRO R. VARQUEZ  
 Entity's Witness

REMATO B. FABALE, JR.  
 President  
 R-Fabale Construction Corp.

HESTER C. FULLON  
 Contractor's Witness

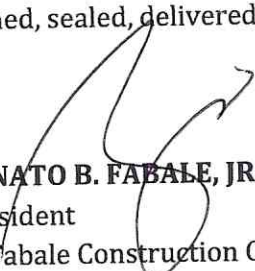


5. In connection with the Cabinet Action/Decision File No. 437-020518-07-18 from the Cabinet Secretary to the Secretary of the Department of Public Works and Highways (DPWH) and Department of Transportation (DoTR) dated February 5, 2018, the Contractor hereby covenants with the Entity that ***a slippage of more than thirty (30) days in the original schedule would result in non-payment, the cancellation of contracts, blacklisting of the erring contractor and the entry of a new contractor who will finish the project.***


6. In connection with the DOTr Memorandum dated July 10, 2018, the Contractor hereby covenants with the Entity that; ***"in order to ensure that projects are awarded to qualified bidders, to eliminate corruption, and to guarantee timely completion of projects, no advance payments or mobilization fees shall, as a rule, be extended or paid with respect to any project of the Department."***

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by

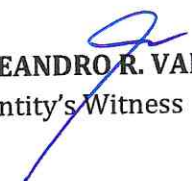
  
**RENATO B. FABALE, JR.**  
President  
R. Fabale Construction Corp.  
(for the Contractor)

Signed, sealed, delivered by

  
**ENGR. AGNES B. UDANG**  
Civil Aviation Area Manager - Area XI  
Civil Aviation Authority of the  
Philippines (for the Entity)

***In the Presence of:***

  
**JESTER C. FULLON**  
Contractor's Witness

  
**LEANDRO R. VARQUEZ**  
Entity's Witness



----- ACKNOWLEDGEMENT -----

Republic of the Philippines )  
 City/Municipality of \_\_\_\_\_ ) s.s

**BEFORE ME**, a Notary Public for and all in the City /Municipality of \_\_\_\_\_  
 personally appeared before me:

NAME	CTC No.	ISSUED AT/ON
<b>ENGR. AGNES B. UDANG</b>	_____	_____
<b>RENATO B. FABALE, JR.</b>	06003424	DAVAO CITY / 04 - 27 - 21

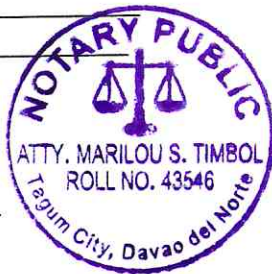
known to me and known to be the same persons who executed the foregoing **CONTRACT**  
 and acknowledged that the same is their free and voluntary act and deed on behalf of the  
**PARTIES** they represent.

This instrument consists of 3 pages including this page on which the acknowledgment is  
 written, duly signed by the Contracting parties and their witnesses on each and every page  
 thereof.

**IN WITNESS WHEREOF**, I have hereto affixed my signature and seal this MAY 31 2021 day of  
 \_\_\_\_\_, 2021, in the City/Municipality of \_\_\_\_\_.

Notary Public  
 Until \_\_\_\_\_  
 PTR No. \_\_\_\_\_  
 Date Issued \_\_\_\_\_  
 Issued at \_\_\_\_\_

Doc. No. 461  
 Page No. 97  
 Book No. 234  
 Series of 2021



**ATTY. MARILOU S. TIMBOL**  
 NOTARY PUBLIC  
 UNTIL JUNE 30, 2021  
 PTR. NO. 2916000; 01-04-2021; T.C  
 ROLL NO. 43546 / TIN. 918-139-246  
 IBP OR NO. 102534; 01-03-2020; MNL  
 MCLE COMPLIANCE NO. V1-001234; 11-21-10