

CONTRACT AGREEMENT

Rehabilitation Of Power Plant II Including Roofdeck Waterproofing At Virac Airport – 2nd SVP

THIS AGREEMENT made this 16 day of July 2021 between **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES** with office address at Legazpi Airport, Legazpi City [hereinafter called "the Entity"] and **SAMARINA CONSTRUCTION** of Caroyroyan, Pili, Camarines Sur [hereinafter called "the Contractor"].

WHEREAS, the Entity is desirous that the Contractor execute the **Rehabilitation Of Power Plant II Including Roofdeck Waterproofing At Virac Airport – 2nd SVP** (hereinafter called "the Works") and the Entity has accepted the Bid for **Two Hundred Forty Two Thousand Six Hundred Forty Three Pesos & 19/100 (Php 242,643.19)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

WHEREAS, the start date of the contract shall be the date of receipt of the Notice to Proceed (NTP) and completion of the Works is required **within Thirty Three (33) calendar days including unworkable days**;

WHEREAS, 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 procuring entity for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of contract, equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay, and once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, CAAP may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

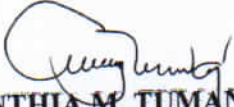
1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Invitation For Price Quotation and Request For Price Quotation;
 - i. Drawings/Plans, if any;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. Supplemental or Bid Bulletins, if any;
 - (b) Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted. Bid form (bid proposal) 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;
 - (c) Performance Security;
 - (d) Notice of Award of Contract and the Bidder's conforme thereto; and
 - (e) Other contract documents that may be required by existing laws and/or the Procuring Entity. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration for the sum of **Two Hundred Forty Two Thousand Six Hundred Forty Three Pesos & 19/100 (Php 242,643.19)** agrees to execute and complete the Works, i.e., the **rehabilitation Of Power Plant II including roofdeck waterproofing At Virac Airport**, and remedy any defects therein in accordance with its Bid.


4. The **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES** agrees to pay the above-mentioned sum in accordance with the terms of the bidding.
5. Execution of "the Works" should not cause considerable inconvenience to the flying public nor should it in any way disrupt airport/aircraft operations hence, it should be done upon clearance from proper airport authorities, and all necessary safety precautions must be implemented.

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

Signed, sealed, delivered by:

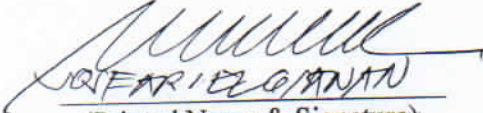
Signed, sealed, delivered by:



CYNTHIA M. TUMANUT
 Area/Airport Manager
 Area Center V, Legazpi Airport
 Legazpi City


RACHEL M. MAGDARAOG
 Proprietor/Manager
 Samarina Construction
 Pili, Camarines Sur

Signed in the presence of:

Signed in the presence of:


MARIMIEL LLAMAS
 (Printed Name & Signature)


MARIMIEL LLAMAS
 (Printed Name & Signature)

ACKNOWLEDGEMENT

Republic of the Philippines)
 City of **NAGA CITY**) s.s.

BEFORE ME, a Notary Public for and all in the City of NAGA CITY, personally appeared before me the hereunder persons who are known to me and to me known to be the same persons who executed the foregoing CONTRACT and they acknowledged that the same is true and voluntary act and deed on behalf of the parties they represent.

CYNTHIA M. TUMANUT
 Area/Airport Manager
 CAAP, Area Center V

ID No. : CAAP ARTA I.D. No. 001
 Valid Until : December 31, 2021
 Issued At : Legazpi City

RACHEL M. MAGDARAOG
 Proprietor/Manager
 Samarina Construction

ID No. : TIN-242-728-046-000
 Valid Until : _____
 Issued At : BIK LEGAZPI

This instrument consists of Two (2) pages including this page on which the acknowledgement 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 day of JUL 16 2021 in the City of NAGA CITY, Philippines.


ATTY. FLORENCIO R. ROSALES
 NOTARY PUBLIC
 NAGA CITY, CAM. SUR
 ROLL NO. 27805/MCLEN. III-00222001
 COMM. NO. 21-24 UNTIL DEC. 31, 2021
 IBP. NO. 131514/OCT. 28, 2020
 PTR NO. 0426821/JAN. 5, 2021
 DR. 2 PRIETO BLDG. FANGA VIBAN DRIVE
 NAGA CITY / TEL NO. 473-83-58

Doc. No. _____
 Page No. _____
 Book No. _____
 Series of 2021 _____