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

CITY GOVERNMENT OF DAGUPAN

Represented by:

HON. BELEN T. FERNANDEZ
City Mayor

MIGHTYWAY CONSTRUCTION AND SUPPLY

Represented by:

ENGR. JERRY G. LIM
Manager/Owner

WITNESSES

(Owner's Witness)

(Contractor's Witness)

(Accountant)

Acknowledgment

REPUBLIC OF THE PHILIPPINES)
CITY OF DAGUPAN . . . . . .) S.S.

BEFORE ME, a Notary Public for and within the City of Dagupan, personally appeared the above named persons with their Community Tax Certificate Number, made known to me to be same person who executed the foregoing instrument and they acknowledged and swore to me that the same is their free acts and voluntary deeds.

This instrument consists of two (2) pages including this page of which the Acknowledgement is written.

WITNESS MY HAND AND SEAL, on this 30th day of September 2025.

NOTARY PUBLIC

ATTY. JONATHAN R. LOMBOY
NOTARY PUBLIC
VALID UNTIL DECEMBER 31, 2025
ROLL NO. 54719
IBP NO. 478554/11-22-24
PTR NO. 0193356/01-02-25
NEW COMMERCIAL COMPLEX
SAN CARLOS CITY, PANGASINAN

Doc. No. 251
Page No. 52
Book No. XL
Series of 2025.

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CONTRACT AGREEMENT

THIS AGREEMENT, made this 30th day of September 2025, between **CITY GOVERNMENT OF DAGUPAN** (hereinafter called the "Entity") and **MIGHTYWAY CONSTRUCTION AND SUPPLY** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **UPGRADING OF PCC PAVEMENT AND DRAINAGE SYSTEM AT RIVERA ST., (INTERIOR ROADS) BARANGAY II & III, DAGUPAN CITY** (hereinafter called "the Works") and the Entity has accepted the Bid for **TWO MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED TWENTY-TWO PESOS AND 59/100 ONLY (Php2,985,322.59)** 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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:

    a. Philippine Bidding Documents (PBDs);
        i. Drawings/Plans;
        ii. Specifications;
        iii. Bill of Quantities;
        iv. General and Special Conditions of Contract;
        v. 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, 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 concerned in the PBDs. 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 MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED TWENTY-TWO PESOS AND 59/100 ONLY (Php2,985,322.59)** or such other sums as may be ascertained, the **MIGHTWAY CONSTRUCTION AND SUPPLY** agrees to execute and complete the **WORKS** within **ONE HUNDRED TWENTY (120) CALENDAR DAYS** in conformity with the provisions of this **CONTRACT AGREEMENT** in all respects and that as contractor shall be bound all the time with the provisions of Republic Act No. 9184 otherwise known as the Government Procurement Act specifically on liability in case of non-completion and damages.

4. The **CITY GOVERNMENT OF DAGUPAN** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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