

CONTRACT AGREEMENT

THIS Contract is made by and between:

The Provincial Government of Davao de Oro duly created under existing laws, with official address at Cabidianan, Nabunturan, Davao de Oro Province represented herein by **Governor RAUL G. MABANGLO** (hereinafter called the "Entity");

and

MITCH CONSTRUCTION CORPORATION with business address at **Purok 3 Durian West Brgy. San Miguel, Tagum City, Davao del Norte** and represented herein by **MARISSA G. GOMITO** Proprietor/ General Manager (herein called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **CONCRETING OF ROAD AT TUBURAN PABAHAY, MAWAB, DAVAO DE ORO [CONCRETING OF 112.31 IN.M. ROAD (2MTS WIDTH) AND 85.86 IN.M ROAD (3MTS WIDTH)]** under Bid No. **CW25-044** and the Entity has accepted the Bid for **TWO MILLION EIGHT HUNDRED SIXTY EIGHT THOUSAND FOUR HUNDRED NINETY TWO PESOS AND FIFTY FIVE CENTAVOS ONLY (2,868,492.55)** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

TERMS AND CONDITIONS:

1. The Contractor shall undertake the Construction of the Project for the Government in accordance with the Plans and Specifications.
2. The work to be undertaken of this Contract shall include furnishing of labor, materials and equipment with Contractor's capability and performance to complete the construction of the Project all in strict compliance with the terms and conditions.
3. The Commencement of the project shall be within seven (7) days upon receipt of Notice to Proceed (NTP) together with a copy or copies of the Approved Contract from the Provincial Government. Duration to complete the projects is One Hundred Forty (140) calendar days unless otherwise extended in accordance with the provisions of GPRA.
4. The Contractor shall take full responsibility and safety of all site operations as to Construction Methodology.
5. The Government shall not be liable for the loss of or damage to any of the Contractor's equipment, temporary works or materials stored at the jobsite.
6. The Government reserves the right to terminate or cancel the contract, should the Contractor fail to comply with any of the provisions of these terms and conditions.
7. Progress billing shall be processed subject to the evaluation and approval of the Provincial Engineer's Office and the Inspectorate Team of the Province.

NOT 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) General and Special Conditions of Contract;
- (b) Drawings/ Plans;
- (c) Specifications;
- (d) Invitation to Bid;
- (e) Instructions to Bidders;
- (f) Bid Data Sheet;
- (g) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
- (h) Eligibility requirements, documents and/or statements;
- (i) Performance Security;
- (j) Notice of Award of Contract and the Bidder's conforme thereto.
- (k) Other contract documents that may be required by existing laws and/or the procuring entity concerned in the Bidding Documents, such as the Construction Schedule and S-curve, Manpower Schedule, Construction Methods, Equipment Utilization Schedule, Construction Safety and Health program approved by the Department of Labor and Employment, and PERT/CPM for infrastructure projects.

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 to 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.

IN WITNESS whereof, the parties hereunto affixed their signatures this SEP 05 2025 day of _____, 2025 at Nabunturan, Davao de Oro.

Signed, sealed, delivered by **ENGR. RAUL G. MABANGLO** the **Governor** (for the Entity)

Signed, sealed, delivered by **MARISSA G. GOMITO** the **Proprietor/ General Manager** (for the Contrator)


Binding Signature of the PROCURING ENTITY


ENGR. RAUL G. MABANGLO
Governor

Binding Signature of the Contractor


MARISSA G. GOMITO
MITCH CONSTRUCTION CORPORATION
Proprietor/ General Manager



RODERICK M. DIGAMON, CE
PG Department Head-Provincial Engineer's Office
(Requisitioning Office)

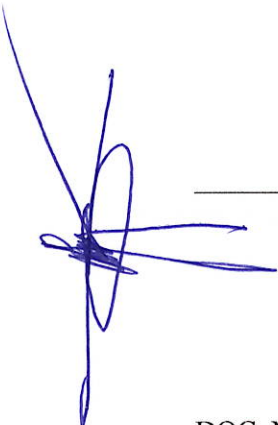

JANILYN G. CALOGCOGAN
Authorized Representative
MITCH CONSTRUCTION CORPORATION


ACKNOWLEDGEMENT

Republic of the Philippines...)
Province of Davao de Oro...) S.S.S
Municipality of Nabunturan
X ----- /

BEFORE ME, a Notary Public personally appeared the following:

 **GOVERNOR RAUL G. MABANGLO** with TIN 138-263-586-000 issued at **TAGUM CITY** representing the Province of Davao de Oro; and **MARISSA G. GOMITO, Proprietor/General Manager** with TIN 606-071-185-000 at **TAGUM CITY** representing **MITCH CONSTRUCTION CORPORATION** both known to me and known to be the same persons who executed the foregoing document and acknowledge to me the same in their own free and voluntary act and deed and duly authorized for the entities they represent.

 SEP 05 2025
WITNESS MY HAND AND SEAL this _____ day of _____ 2025 at _____, Philippines.

 DOC. NO. 211 :
PAGE NO. 44 :
BOOK NO. IV :
SERIES OF 2025

ATTY. JAN-LAWRENCE P. OLACO
Notary Public for Davao City
Commission Serial No. 2024-281-2025
Valid until December 31, 2025
Roll of Attorneys No. 86726
IBP No: 489402 ~ 12/30/2024 (for 2025)
PTR No: 07482450 ~ 01/03/2025
MCLE Compliance No. VIII-0016023