

**EXPANSION OF GIANT CLAM HATCHERY AT BFAR,
SINANDIGAN, UBAY, BOHOL**

F-POC-2020-12
11/23/20

CONTRACT AGREEMENT

No: **2020-753**

THIS AGREEMENT, made this **18TH** day of **November, 2020** between **Bohol Environment Management Office** of Provincial Government of Bohol (hereinafter called the "Entity") and **WYNN CONSTRUCTION** of 0718, J.A. Clarin St. Dao, Tagbilaran City (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **WYNN CONSTRUCTION** of 0718, J.A. Clarin St. Dao, Tagbilaran City (hereinafter called "the Works") and the Entity has accepted the Bid for **P 763,839.36 in Seven Hundred Sixty Three Thousand Eight Hundred Thirty Nine Pesos and Thirty Six Centavos Only** by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

WHEREAS, Project shall be completed in **45 Calendar Days** in accordance with the provisions of the Bid Documents;

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;

Activity No.	Description	Unit	Qty.	Unit Price	Amount
I	Earthworks (Excavate and Anapog on fill)	cu.m	40.1	763.00	30,596.30
II	Concrete and Steel Works (Footing, Column)	Km	2.24	18,338.50	41,078.24
	A. Concrete & Steel Works of Raceway tank 4 Unit (5.30 x 1.6 M) Footing, Flooring and Wall)	cu.m	12.85	19,073.75	245,097.69
	B. Concrete Flooring of Building	cu.m	6.84	9,069.00	62,031.96
	C. Two Faces Plastering Works (4 Unit Raceway Tank)	cu.m	1.17	10,204.00	11,938.68
III	Masonry Works	Sq.m	29.5	1,605.00	47,347.50
IV	Trusses (2 Units) Metal G.I Framing	In.m	222.26	833.00	185,142.58
V	Transparent Roofing	Sq.m	78.26	581.95	45,543.41

VI	Plumbing Works	Lot	1.0	30,416.00	30,416.00
VII	Formworks and Scaffolding	Lot	1.0	64,647.00	64,647.00
TOTAL					₱763,839.36
SEVEN HUNDRED SIXTY THREE THOUSAND EIGHT HUNDRED THIRTY NINE PESOS AND THIRTY SIX CENTAVOS ONLY					

- 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 **Seven Hundred Sixty Three Thousand Eight Hundred Thirty Nine Pesos and Thirty Six Centavos Only** or such other sums as may be ascertained, **Mr. Nero O. Llorente** agrees to **EXPANSION OF GIANT CLAM HATCHERY AT BFAR, SINANDIGAN, UBAY, BOHOL.** in accordance with his/her/its Bid.

4. The **Bohol Environment Management Office** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

5. In consideration of the payments to be made by the Owner to the Contractor, as earlier mentioned, the Contractor hereby covenants with the Owner to implement and complete the Project in conformity with the provisions of the Contract, the documents incorporated herein and the laws and regulations made integral parts hereof.

6. The Owner hereby covenants to pay advance payment to the Contractor of 15% of the total contract price upon approval of the Contract, issuance of Notice to Commence Work and the posting of irrevocable standby letter of credit of equivalent value. The Contractor hereby covenants to repay advance payment to the Owner by deducting 15% from his progress payment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 12th day of NOV 18 2020, 2020 in Tagbilaran City, Bohol, Philippines.

PROVINCIAL GOV'T OF BOHOL
BY:

ATTY. ARTHUR C. YAP
Governor *ay*

WYNN CONSTRUCTION
BY:

MR. NERO O. LLORENTE
Proprietor

ATTY. KATHYRIN FE D. PIOQUINTO
Provincial Administrator

WITNESSES:

JOVENCIA B. GANUB
End User

MA. VILLA I. PELINDINGUE
ACC II/CRM Unit Head

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF BOHOL) S.S.
_____)

Personally appeared before me, **Atty. Arthur C. Yap** representing the Provincial Government of Bohol with **Employee ID No. 19141** and **Mr. Nero O. Llorente** with Community Tax Certificate No. _____, issued at _____, on _____, known to me to be the same persons who executed the foregoing instrument consisting of three (3) pages including this page upon which this acknowledgement is written, duly signed by the parties and their witnesses on each and every page thereof, and they acknowledged to me that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 14th day of NOV 18 2020, 2020 in Tagbilaran City, Bohol, Philippines.

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ANTONIO D. ARABEJO
NOTARY PUBLIC - NOS NO. 2020
UNTIL DECEMBER 31, 2021
PTR NO. 0731865, 12-11-19 FOR 2020
BP OR NO. 094984, 11-15-19 FOR 2020
ROLL NO. 57470, MCLE VI-0006609, 12-28-19