

CONTRACT AGREEMENT

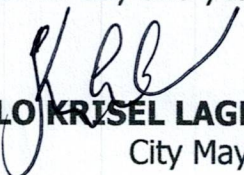
THIS AGREEMENT, made this ___ day of 18 APR 2024 2024 between **CITY GOVERNMENT OF TABACO, Tabaco City, Albay, Philippines** (hereinafter called the "Entity") and **3RB CONSTRUCTION & SUPPLY, Zone 7, Panal, Tabaco City** (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **Rehabilitation of Various Infrastructure Projects (Flood Control, Water System & Irrigation Canal), Various Barangays, Tabaco City under Contract ID No. 005-02-2024-INFRA-PB** (hereinafter called "the Works") and the Entity has accepted the Bid for **Forty-Five Million Three Hundred Forty-Four Thousand Eighty-Six Pesos and Seventy-Three Centavos (Php 45,344,086.73)** 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. Procurement Documents:
 - i. Drawings/Plans;
 - ii. Scope of Work;
 - iii. Bill of Quantities;
 - iv. Terms and Condition of Contract;
 - b. Winning bidder's bid, and all other documents or statements submitted;
 - 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 **Forty-Five Million Three Hundred Forty-Four Thousand Eighty-Six Pesos and Seventy-Three Centavos (Php 45,344,086.73)** or such other sums as may be ascertained, **3RB Construction & Supply**, agrees to complete the Works in accordance with his/her/its Bid.
4. The **City Government of Tabaco** agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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


CIELO KRISSEL LAGMAN-LUISTRO
City Mayor


LUIS B. BOYON
Owner/Manager

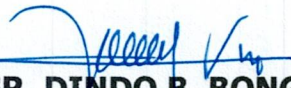
for:

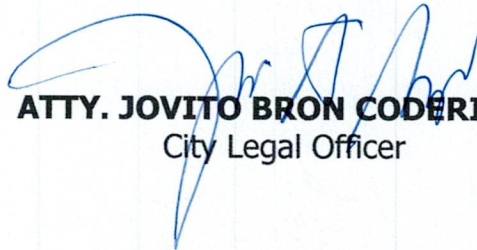
for:

City Government of Tabaco

3RB Construction & Supply

Witness:


ENGR. DINDO B. BONGALOSA
City Engineer


ATTY. JOVITO BRON CODERIS, JR.
City Legal Officer


Republic of the Philippines
Province of Albay) S.S.
Mun/City LEGAZPI CITY

ACKNOWLEDGEMENT

Before me, Notary Public for and in the Province of Albay including the City of Tabaco, personally appeared **CIELO KRISSEL LAGMAN-LUISTRO** with **Driver's License No. X01-03-054919; Valid Until November 09, 2031** in her capacity as City Mayor, City of Tabaco and **LUIS B. BOYON** with CTC/ID No. DL NO- 504-96-044376 issued on until 9-29-24 at LTO, and representing **3RB Construction & Supply**, to me and known to be the same persons who executed the foregoing Contract and Agreement and they acknowledge to me that the same is their true act and deed for in behalf of the PARTIES they represent.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this day of 18 APR 2024 Philippines.

Doc. No. 349
Page No. 71
Book No. 86
Series of 2024


LEDILLA LILIBETH H. LLAGAS
Notary Public Within the Province of Albay
And the City of Legazpi, Until December 31, 2025
Roll of Atty. No. 47865, 3/20/03
Lifetime IBP No. 04529, 3/20/03
PTR No. 6359247, 1/2/24, Leg. City
MCLE No. VII - 0013066, 3/22/22
3/F Gimenez Bldg., Rizal St., Leg. City
Tel. No. (052) 201 - 0685