

**Contract Agreement Form for the  
Procurement of Infrastructure Projects (Revised)**  
2025-01-001

**CONTRACT AGREEMENT**

THIS AGREEMENT, made this 29<sup>th</sup> day of January, 2025 between Municipality of Rizal, Nueva Ecija with principal office at Aglipay St., Brgy. Pob. Sur, Rizal, Nueva Ecija represented by Hon. HANNA KATRINA L. ANDRES, Municipal Mayor who is duly authorized to represent LGU- Rizal, Nueva Ecija in this contract (hereinafter called the "Entity")

and

FC MARTINEZ CONST. DEV'T & SUPPLY CORP. with principal office at #24 Rizal St., Brgy. Calaocan, San Jose City, Nueva Ecija, represented by MR. JAFER MARCON E. MARTINEZ, in his capacity as Authorized Managing Officer, (hereinafter called the "Contractor").

WHEREAS, the LGU-RIZAL is in need of a Contractor that will perform for the project **REBLOCKING OF BARANGAY ROAD** located at NIA Road, Brgy. Pob. Sur, Rizal, Nueva Ecija (hereinafter called "the Works") and the Entity has accepted the offer of FC MARTINEZ CONST. DEV'T & SUPPLY CORP thru Contract Agreement amounting to **FIVE MILLION EIGHT HUNDRED NINETY SIX THOUSAND SIX HUNDRED NINETY PESOS AND 07/100 (Php 5,896,690.07)** for the execution and completion of such as stipulated in the Program of Works and remedying any defects thereon.

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.
  - a) The Contractor agrees to perform well faithfully to furnish all of the equipment, materials, supplies, labor and superintendence and other facilities requisite for incidental to the successful completion of the Works and the carrying out of all the duties and obligations imposed by the Contract Documents.
  - b) The Contractor agrees to satisfactorily complete all of the Contract Works under this Contract within for forty six (46) working days from receipt of the Notice to Proceed.
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 FIVE MILLION EIGHT HUNDRED NINETY SIX THOUSAND SIX HUNDRED NINETY PESOS AND 07/100 (Php 5,896,690.07) or such other sums as may be ascertained, FC MARTINEZ CONST. DEV'T & SUPPLY CORP. agrees to REBLOCKING OF BARAGNGAY ROAD located at NIA Road, Brgy. Pob. Sur, Rizal, Nueva Ecija in accordance with his/her/its Bid.
  4. The LGU-RIZAL 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.

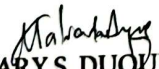
LOCAL GOVERNMENT UNIT

FC MARTINEZ CONST. DEV'T & SUPPLY CORP.

By:   
HANNA KATRINA L. ANDRES  
Municipal Mayor

By:   
JAFER MARCON E. MARTINEZ  
Contractor

SIGNED IN THE PRESENCE OF:

  
MARY S. DUQUE  
Municipal Engineer

  
CHARITO A. IPURONG  
Acting Municipal Treasurer

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
                                          ) S.S.  
                                          )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2025 at \_\_\_\_\_ Philippines, Hon. HANNA KATRINA L. ANDRES with Community Tax Certificate No. \_\_\_\_\_ issued at MTO, Rizal, Nueva Ecija on \_\_\_\_\_ and ENGR. JAFER MARCON E. MARTINEZ with Community Tax Certificate No. \_\_\_\_\_ issued at San Jose City, Nueva Ecija on \_\_\_\_\_, known to me and to me known to be the same persons who executed the foregoing Contract and acknowledged to me that the same is their free and voluntary act and deed.

This Contract consists of three (3) pages, including this Notarial Acknowledgement, signed by the parties and their witnesses on each and every page thereof. This refers to the **"REBLOCKING OF BARANGAY ROAD LOCATED AT NIA ROAD, BRGY. POB. SUR, RIZAL, NUEVA ECija."**

BOOK NO. 704  
PAGE NO. 153  
BOOK NO. 100  
SERIES OF 100

ATTY. FELICISIMO C. VILLAFLORES  
Notary Public  
Valid Until DECEMBER 31, 2026  
Attorney's Roll No. 27589  
PTR No. CBN-1931459/12-11-2024  
IBP No. 470236/10-03-24  
No. JEP-1170674-SC-EP/10-03-24  
MCLE Compliance No. VI-0006551  
Cabanatuan City, Nueva Ecija  
Notarial Commission No. 29-2024-AF

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