CONCRETING OF LOCAL ROAD AT SITIO SILANGAN, BRGY. PALAGARAN, TIAONG, QUEZON

This Contract is made and executed by between:

The **MUNICIPALITY OF TIAONG, QUEZON,** with address at Don V. Robles St., Poblacion 3, Tiaong, Quezon, herein represented by its Municipal Mayor, **VINCENT ARJAY M. MEA,** hereinafter referred to as the "**LGU**"

And

R.K.R. CONSTRUCTION SERVICES, with principal place of business at Sitio Mahabang Tanaw, Brgy. Tinamnan, Lucban, Quezon, represented herein by its Owner/General Manager, **RICHARD K. ONG,** hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH: - That

WHEREAS, the LGU issued an Invitation to Apply for Eligibility and to Bid, dated June 9, 2026, for the **CONCRETING OF LOCAL ROAD AT SITIO SILANGAN, BRGY. PALAGARAN, TIAONG, QUEZON,** (hereinafter, the PROJECT) by a competent and responsible construction firm within the specified contract period;

WHEREAS, in the public bidding held on June 16, 2026 at Office of the Bids and Awards Committee (BAC), the CONTRACTOR was found to be eligible and compliant bidder and, after post-qualification, it was determined that CONTRACTOR's bid is the Single Calculated and Responsive Bid.

WHEREAS, on June 25, 2026 the LGU issued the Notice of Award; and the CONTRACTOR accepted the award to undertake the PROJECT under the terms and conditions herein set forth.

NOW, THEREFORE, the parties have agreed to the following terms and conditions:

1. The following Contract Documents shall form part of this Contract, *viz.*:

   a. Philippine Bidding Documents (PBDs);
      i. Instruction to Bidders
      ii. Drawings/Plans/Specifications
      iii. Program of Works
      iv. Detailed Estimates/Bill of Quantities
      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;

   c. Performance Security;

   d. Notice of Award of Contract; and

   e. Other contract documents that may be required by existing laws and/or the Procuring Entity. 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.

2. **SCOPE OF WORK**: The CONTRACTOR shall undertake the PROJECT for the LGU in accordance with the plans and specifications prescribed in the Contract Documents. The works under this Contract shall include the furnishing by the CONTRACTOR of all labor, materials, equipment and supplies and the performance by the CONTRACTOR of all operations necessary for the completion of the PROJECT.

Richard Ong

3. **CONTRACT PRICE**: As consideration for the full and faithful performance and accomplishment of all the obligations specified in Section 2 above, which the CONTRACTOR, agreed to undertake, perform and accomplish under this Contract, the LGU shall pay the CONTRACTOR the contract price of **ONE MILLION ONE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED NINETY PESOS & 58/100 (PhP1,139,990.58).**

4. **MOBILIZATION FEE:** The CONTRACTOR may request for the payment of the Mobilization Fee which shall not be more than 15% of the Contract Price. The amount shall be deducted from the first progress billing of the CONTRACTOR.

5. **TERMS OF PAYMENT:** Payment to the CONTRACTOR shall be subject to the issuance of a Certificate of Acceptance by the LGU or end-user and a Certification of Project Completion by the Municipal Engineer. The LGU shall effect the final payment to the CONTRACTOR upon submission and endorsement of all required documents: provided, however, that the CONTRACTOR has submitted a Sworn Statement that all obligations of the CONTRACTOR for labor and materials under the Contract have been fully paid. Nothing herein contained shall be construed as a waiver of the right of the LGU to reject the whole or any portion of the PROJECT should the same be found to have been constructed in violation of the plans and specifications or any conditions or covenants of this Contract. In case of partial progress payment, it is required that progress billings be submitted by the CONTRACTOR to the LGU based upon the estimate of the work satisfactorily completed, which shall not be less than 50%, by the CONTRACTOR as certified by the Municipal Engineer. Payments to the CONTRACTOR shall be made by the LGU upon proper endorsement to the LGU of such progress billing by the CONTRACTOR.

6. **COMMENCEMENT AND COMPLETION OF WORK**: The CONTRACTOR shall commence execution of the PROJECT from receipt of written Notice to Proceed from the LGU and shall finish and complete the construction of the PROJECT within **30 DAYS** from the date of receipt by the CONTRACTOR of Notice to Proceed unless extended in accordance with the Contract.

7. **PENALTY AND LIQUIDATED DAMAGES:** In case of delay or breach of the Contract, the CONTRACTOR, shall pay liquidated damages equivalent to one-half of one percent (0.5%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the LGU may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

8. **CONTRACTOR'S LIABILITIES**: It is hereby agreed and understood that no employer-employee relationship exists between the LGU and the CONTRACTOR and/or between the LGU and officers, laborers, employees and staff of the CONTRACTOR.

9. **PERFORMANCE SECURITY**: The CONTRACTOR upon signing the Contract shall furnish the LGU a Performance Security as a guarantee for the CONTRACTOR'S performance and completion of the PROJECT and to cover payments and obligations arising from this Contract. Such Performance Security shall remain and continue to be in full force and effect until final completion of the work, and until the CONTRACTOR has submitted to the LGU the Warranty Bond.

10. **WARRANTY BOND:** The CONTRACTOR shall guarantee the completed works against defects for a period of one (1) year from date of the Certificate of Acceptance of the works. This guarantee shall be secured by a Warranty Bond issued by a surety company duly registered with the Insurance Commission in an amount equivalent to thirty percent (30%) of the contract price; or a Bank Guarantee issued by a banking institution acceptable to the LGU in an amount equivalent to ten percent (10%) of the total contract price.

11. **DISPUTE & VENUE:** The parties agree to settle any dispute amicably before resorting to any legal action. Further, the parties agree that the appropriate court in Quezon Province

shall have exclusive jurisdiction over any unresolved/unsettled dispute. The CONTRACTOR waives all other venues.

IN WITNESS WHEREOF, the parties, by their authorized representatives, hereby affix their signatures this 7th day of July 2026 at Tiaong, Quezon.

MUNICIPALITY OF TIAONG, QUEZON

By: **VINCENT ARJAY M. MEA**
Municipal Mayor
TIN # _____

R.K.R. CONSTRUCTION SERVICES

By: **RICHARD K. ONG**
Owner/General Manager
TIN # _____

SIGNED IN THE PRESENCE OF:

_____ _____

ACKNOWLEDGEMENT

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

Before me, a Notary Public for in the above jurisdiction personally appeared this 7th day of July, 2026.

	Competent Identification	Date & Place of Issue
Municipality of Tiaong by **VINCENT ARJAY M. MEA** Municipal Mayor	Passport No. P8560445A	August 31, 2018 DFA Manila
R.K.R. CONSTRUCTION SERVICES by **RICHARD K. ONG** Owner/General Manager	SSS ID NO. 04-149585-4	LUCENA CITY

known to me to be the same persons who executed the foregoing Contract for the **CONCRETING OF LOCAL ROAD AT SITIO SILANGAN, BRGY. PALAGARAN, TIAONG, QUEZON** consisting of three (3) pages including this page on which this Acknowledgement appears and signed by the Parties concerned and their witnesses, and they acknowledged to me that the same is their own/free and voluntary act and deed as well as those corporation/juridical entities represented herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date and at the place mentioned above.

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Series of 2026

JULIUS CHRISTOPHER T. BUELA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2027
ROLL NO. 73328
MCLE NO. VIII-001[illegible]5044
[illegible] NO. 3304029 / 01-05-2026
[illegible] NO. 885081 / 01-03-2026
LUCENA CITY
TIN 206-745-838-000