

CONTRACT AGREEMENT
(Services for the Design and Construction of the
BCDA-JHMC Panagbenga Float for 2025)

THIS AGREEMENT made this FEB 19 2025 between **JOHN HAY MANAGEMENT CORPORATION** (hereinafter called "**JHMC**"), with principal office at John Hay Special Economic Zone, Loakan Road, Baguio City, of the one part and **MR. RUBEN C. ZAPARITA**, doing business under the name and style of **ZAPARITA'S GARDEN**, with office address at No. 3 Baguio Orchidarium, Burnham-Legarda, Baguio City (hereinafter called the "**SERVICE PROVIDER**") of the other part;


WHEREAS, **JHMC** invited bids for the Design and Construction of the BCDA-JHMC Panagbenga Float for 2025 (hereinafter called "**the Services**") and **JHMC** has accepted a bid by the **SERVICE PROVIDER** for Nine Hundred Thousand Pesos (PhP900,000.00) for the execution and completion of such Services 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 shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) Request for Quotation;
 - (b) Terms of Reference;
 - (c) Winning bidder's bid, eligibility requirements, and all other documents and/or statements submitted;
 - (d) Other contract documents that may be required by existing laws and/or **JHMC**. Winning bidder agrees that additional contract documents or information prescribed by GPPB that are subsequently required for submission after the contract execution shall likewise form part of the Agreement.
3. In consideration for the sum of **Nine Hundred Thousand Pesos (PhP900,000.00)** or such other sums as may be ascertained, **SERVICE PROVIDER** agrees to design and construct the BCDA-JHMC Panagbenga Float Parade 2025, subject to approval of the final design by **JHMC** Management, through its President and CEO; Provided, however, that the flower designs to be used in the float shall be turned over to **JHMC** after the Panagbenga Float Parade, without any additional cost to **JHMC**.
4. **JHMC** agrees to pay the above-mentioned sum in accordance with the terms of the bidding.
5. **Employment Relations.** There shall be no employer-employee relationship between **JHMC** and any employee of the **SERVICE PROVIDER**.

The **SERVICE PROVIDER** represents and acknowledges that the Services are being engaged and offered by **JHMC** are strictly for and in relation to the specified Project of the **JHMC**.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


ATTY. MARLO IGNACIO V. QUADRA
President and CEO
Board Resolution No. 2025-0210- 025
dated 10 February 2025


RUBEN C. ZAPARITA
*doing business under the name
and style of ZAPARITA'S
GARDEN*

for:

**JOHN HAY MANAGEMENT
CORPORATION**

Signed in the presence of:


JANE THERESA G. ZAPALINGCOS
*OIC-Business Development Department,
JHMC*


JOHN MICHAEL ZAPARITA

Certified Availability of Funds:

CAF No.: CAF 25-02-011

BUR No.: 02-2025-02-0061


JOSEPHINE Q. TECAN
Accountant, JHMC

ACKNOWLEDGMENT

Republic of the Philippines)
Baguio City) SS.

BEFORE ME, a Notary Public in and for Baguio City, personally appeared the following:

Name	Identification Document	Date/Place of Issue
Atty. Marlo Ignacio V. Quadra	Passport No. P6493947A	21 March 2018 DFA Baguio City
Ruben C. Zaparita	Driver's License No. A01-92-035012	Valid until 19 February 2028

They are both known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they represent.

This contract, consisting of three (3) pages including this where the acknowledgment is stated, relates to the Contract Agreement (Services for the Design and Construction of the BCDA-JHMC Panagbenga Float Parade 2025). The Parties and their witnesses signed in the proper spaces and the left margin of every page.

SIGNED AND SEALED on FEB 19 2025 in Baguio City, Philippines.

ATTY. MARLO IGNACIO V. QUADRA

JOHN MICHAEL B. ZAPARITA

JANE THERESA V. ABALINGCOS

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ATTY. MARY ELLEN S. CABUHAT
Notary Public for and in Baguio City
Notarial Commission valid until 31 December 2025
IBP No. 407458; 01/08/2024
PTR No. 6181437; 01/12/2024
Roll of Attorneys No. 55866
MCLE Compliance No. VII-0004316 valid until 04/14/2025

SECRETARY'S CERTIFICATE

REPUBLIC OF THE PHILIPPINES) Sc.

BAGUIO CITY,

I, **TEDDY ESTEBAN F. RIGOROSO**, of legal age, married, with office address in Rigoroso Galindez Rabino Laron & Maristela Law Offices, 901 Fil Garcia Tower, 140 Kalayaan Avenue, Diliman, Quezon City, Metro Manila, Philippines, being the Corporate Secretary of the John Hay Management Corporation (JHMC), after having been duly sworn in accordance with law, hereby CERTIFY, that during the 260th Regular Meeting of the JHMC Board of Directors held on 10 February 2025 at the Board Room, JHMC Office Building, Camp John Hay, Baguio City, where a quorum was present, upon motion made and duly seconded, the Board passed and approved the following resolution:

*John Hay Management Corporation
Board Resolution No. 2025-0210-025*

Resolve, as it is hereby resolved, that the John Hay Management Corporation ("JHMC") Board of Directors hereby:

- 1) Approves the Contract for the Design and Construction of the BCDA-JHMC Panagbenga Float for 2025;
- 2) Authorizes the JHMC President and Chief Executive Officer, Atty. Marlo Ignacio V. Quadra, to sign the Contract and any extensions thereof, in accordance with the New Government Procurement Act, for and on behalf of JHMC; and

Resolved, finally, that this Resolution shall take effect immediately on 10 February 2025 and shall supersede all prior JHMC resolutions, instructions, memoranda, circulars, or instruments inconsistent herewith.

This certification is being issued subject to the final approval of the Minutes of the 10 February 2025 JHMC Board meeting.

IN WITNESS WHEREOF, I have set my hand this FEB 18 2025 day of 2025 in BAGUIO CITY

ATTY. TEDDY ESTEBAN F. RIGOROSO
Corporate Secretary

BAGUIO CITY

SUBSCRIBED AND SWORN TO before me this FEB 18 2025 day of 2025 in _____, affiant exhibiting to me his IBP Identification Card No. 42240.

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GRAY S. TAMBIAK
Notary Public for Baguio City
Notarial Commission N.A.-38-NC-25-R
My Commission Expires on December 31, 2026
Roll No. 63487; 05-08-14; Manila
MCLE COMPLIANCE NO. V1-0010149; 2-15-22
PTR No. 7619688; 01-02-2025; Baguio City
IBP O.R. No. 477774; 11-19-24 (2015)
Baguio-Banquet Chapter
Email: gray_tambiak@yahoo.com