



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

ORDINANCE NO. 3 S. 2018


APPROVING AND RATIFYING THE CONTRACT AGREEMENTS DATED
MARCH 22, 2018 EXECUTED BY AND BETWEEN THE CITY GOVERNMENT
OF BATANGAS AND VARIOUS CONTRACTORS OF DIFFERENT
PROJECTS IN BATANGAS CITY

SPONSORS : COUN. SERGIE REX M. ATIENZA
COUN. ALYSSA RENEE A. CRUZ
COUN. ARMANDO C. LAZARTE
COUN. AILEEN GRACE ARRIOLA MONTALBO
COUN. GLENN M. ALDOVER
COUN. HAMILTON G. BLANCO
COUN. OLIVER Z. MACATANGAY
COUN. KARLOS EMMANJUEL A. BUTED
COUN. JULIAN B. VILLENA
COUN. GERARDO A. DELA ROCA
COUN. NESTOR E. DIMACUHA
COUN. NELSON J. CHAVEZ
COUN. ANGELITO "DONDON" A. DIMACUHA
JOINT COMMITTEE ON LAWS, RULES AND
REGULATIONS & COMMITTEE ON ENGINEERING AND
PUBLIC WORKS

WHEREAS, the Honorable City Mayor forwarded a letter to the Sangguniang Panlungsod requesting to approve and ratify the Contract Agreements between the City Government and various contractors of the following projects:

- a) Construction of City Engineer's Office, Phase II- NOW BUILDERS
- b) Repair/Rehabilitation/Improvement of Approach and Front of DJPMM and Cuta Road TOREJA'S CONSTRUCTION SUPPLY CORPORATION
- c) Improvement of Road from Calumpang Bridge No.3 to National Road at Gulod Labac - GCF FETALVERO CONSTRUCTION AND ENTERPRISES
- d) Repair/Rehabilitation/Improvement of BIR Road- RUSMEN BUILDERS AND DEVELOPMENT CORPORATION
- e) Improvement of Road from Calumpang Bridge No.3 to P. Herrera St.- GRANDBY TRADING AND CONSTRUCTION
- f) Repair/Rehabilitation of P. Herrera Street- BERTO LUCCI BUILDERS AND SUPPLY
- g) Repair/Rehabilitation/Improvement of Various Road at Arce, Kumintang Ilaya- P-SQUARE CONTRACTING AND SERVICES
- h) Asphalt Overlay of Various City Roads-VICMAR CONSTRUCTION INC.

WHEREAS, it is required that the Contract Agreements be approved and ratified by the Sangguniang Panlungsod.





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Tel. No. 723-2175

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Continuation of Ordinance No. 3 S. 2018

**APPROVING AND RATIFYING THE CONTRACT AGREEMENTS DATED
MARCH 22, 2018 EXECUTED BY AND BETWEEN THE CITY GOVERNMENT
OF BATANGAS AND VARIOUS CONTRACTORS OF DIFFERENT
PROJECTS IN BATANGAS CITY**

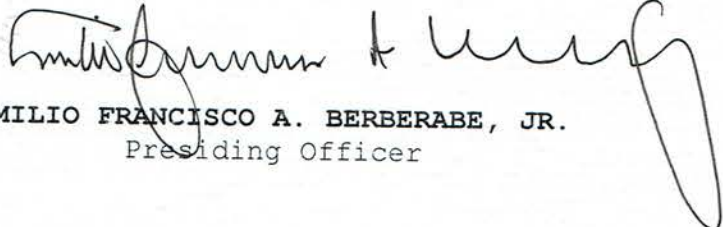
NOW THEREFORE, the Sangguniang Panlungsod in session assembled, hereby promulgates and decrees to approve and ratify the Contract Agreements dated March 22, 2018 executed by and between the City Mayor Beverley Rose A. Dimacuha and various contractors for the construction of various City projects in the City of Batangas.

EFFECTIVITY - This Ordinance shall take effect immediately upon approval of the City Mayor.

ENACTED by the Sangguniang Panlungsod this 17th day of April 2018.


ATTY. OLIVA D. TELEGATOS
Secretary
Sangguniang Panlungsod

ATTESTED:


EMILIO FRANCISCO A. BERBERABE, JR.
Presiding Officer

APPROVED:


BEVERLEY ROSE A. DIMACUHA
City Mayor

Date Approved April 27, 2018

**REPUBLIC OF THE PHILIPPINES
BATANGAS CITY**

OFFICE OF THE SANGGUNIANG PANLUNGSOD

**EXCERPT FROM THE MINUTES OF THE REGULAR SESSION HELD BY THE
MEMBERS OF THE SANGGUNIANG PANLUNGSOD OF BATANGAS CITY
ON APRIL 17, 2018 AT THE SANGGUNIAN SESSION HALL**

PRESENT:

Hon. Emilio Francisco A. Berberabe Jr.,	Presiding Officer
Hon. Aileen Grace A. Montalbo,	Councilor
Hon. Glenn M. Aldover,	“
Hon. Sergie Rex M. Atienza,	“
Hon. Hamilton G. Blanco,	“
Hon. Alyssa Renee A. Cruz,	“
Hon. Oliver Z. Macatangay,	“
Hon. Armando C. Lazarte,	“
Hon. Karlos Emmanuel A. Buted,	“
Hon. Julian B. Villena,	“
Hon. Gerardo A. Dela Roca,	“
Hon. Nestor E. Dimacuha,	“
Hon. Nelson J. Chavez,	“
Hon. Angelito “Dondon” A. Dimacuha,	ABC-Rep.

“On motion of Councilor Cruz seconded by Councilor Lazarte, the following Resolution was Adopted:

RESOLUTION NO. 131 S. 2018

**ADOPTING THE JOINT COMMITTEE REPORT OF THE COMMITTEE ON LAWS
RULES AND REGULATIONS AND COMMITTEE ON ENGINEERING AND PUBLIC
WORKS AND APPROVING THE ORDINANCE ENTITLED “APPROVING AND
RATIFYING THE CONTRACT AGREEMENTS DATED MARCH 22, 2018
EXECUTED BY AND BETWEEN THE CITY GOVERNMENT OF BATANGAS AND
VARIOUS CONTRACTORS OF DIFFERENT PROJECTS IN BATANGAS CITY**

RESOLVED, to adopt the Joint Committee Report of the Committee on Laws, Rules and Regulations and Committee on Engineering and Public Works regarding the Approval and Ratification of Contract Agreements between the City Government of Batangas and various contractors of different projects.

RESOLVED FURTHER, to approve the ordinance entitled “Approving and Ratifying the Contract Agreements dated March 22, 2018 Executed By and Between the City Government of Batangas and Various Contractors of Different Projects in Batangas City”, exempting it from the Three Reading Rule.

UNANIMOUSLY APPROVED.”


Continuation of Resolution No. 131 S. 2018

**ADOPTING THE JOINT COMMITTEE REPORT OF THE COMMITTEE ON LAWS
RULES AND REGULATIONS AND COMMITTEE ON ENGINEERING AND PUBLIC
WORKS AND APPROVING THE ORDINANCE ENTITLED "APPROVING AND
RATIFYING THE CONTRACT AGREEMENTS DATED MARCH 22, 2018
EXECUTED BY AND BETWEEN THE CITY GOVERNMENT OF BATANGAS AND
VARIOUS CONTRACTORS OF DIFFERENT PROJECTS IN BATANGAS CITY**

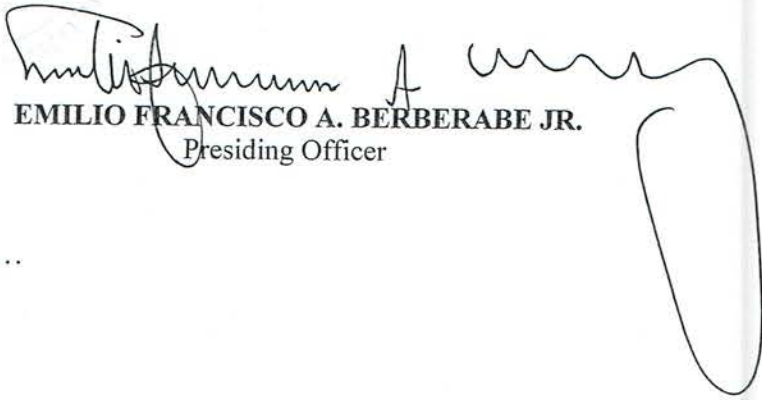
I hereby certify that the foregoing Resolution No. 131 S. 2018 was approved by the Sangguniang Panlungsod of Batangas City during its Regular Session held on April 17, 2018.

GERARDO M. DIMAANO
Board Secretary III
Sangguniang Panlungsod

NOTED:


ATTY. OLIVA D. TELEGATOS
Secretary
Sangguniang Panlungsod

ATTESTED:


EMILIO FRANCISCO A. BERBERABE JR.
Presiding Officer

ODT/GMD/ystingchuy...



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

COMMITTEE REPORT

TO: THE HONORABLE SANGGUNIANG PANLUNGSOD

FROM: THE JOINT COMMITTEE ON LAWS, RULES AND REGULATIONS AND
COMMITTEE ON ENGINEERING & PUBLIC WORKS

SUBJECT: APPROVAL AND RATIFICATION OF CONTRACT AGREEMENTS BETWEEN
THE CITY GOVERNMENT OF BATANGAS AND VARIOUS CONTRACTORS OF
DIFFERENT PROJECTS.

The subject request for approval and ratification of Contract Agreements was referred to the Joint Committee on Laws, Rules and Regulations and Committee on Engineering & Public Works for its consideration during the Regular Session on April 10, 2018. The Committee held a hearing on April 13, 2018 and in attendance were the following:

From City Legal Office: Atty. Teodulfo A. Deguito; from City Administrator's Office: Atty. Narciso Macarandang; from City Engineer's Office: Engr. Adela Hernandez; from CPDO: Engr. Januario B. Godoy; from City Accounting Office: Ms. Felicidad C. Torino; from City Treasurer's Office: Ms. Nila Petronila Olivario; and from TDRO: Mr. Francisco Beredo. Also present are the Chairman Coun. Alyssa Renee A. Cruz and Committee members Coun. Sergie Rex M. Atienza, Coun. Gerardo A. Dela Roca, Coun. Julian B. Villena and Coun. Armando C. Lazarte, the Vice Mayor Emilio Francisco A. Berberabe Jr. and Councilors Glenn M. Aldover, Hamilton G. Blanco, Karlos A. Buted, Nestor Dimacuha, Nelson Chavez and Angelito A. Dimacuha.

FINDINGS and DISCUSSION:

On April 20, 2015, Ordinance No. 4 S. 2015 entitled "An Ordinance Ratifying the Six Hundred Fifty Million Pesos (Php 650,000,000.00) or the Omnibus Term Loan Facility Agreement between the City Government of Batangas and Land Bank of the Philippines Including all Terms and Conditions Provided Therein, Subject to all Laws and Existing Legal Rules and Procedures" was enacted by the Sangguniang Panlungsod. This Php650 Million Loan will be used to finance different projects as approved in the Annual Investment Plan including the construction of different barangay roads and construction of the new City Engineers Office.

On June 14, 2017, the Honorable City Mayor forwarded a letter to the Sangguniang Panlungsod requesting to charge the existing term loan facility provided by the Land Bank of the Philippines in the amount of Php 650M to various projects in Batangas City.

On July 4, 2017, Resolution No. 190 S.2017 has been approved by the Sangguniang Panlungsod authorizing the incumbent City Mayor, Beverley Rose A. Dimacuha to charge the cost of various city projects on the Php 650 Million Stand-by Term Loan Agreement and to sign any documents in relation thereto. While, on January 18, 2018, Ordinance No. 1 S. 2018 has been enacted by the Sangguniang Panlungsod confirming and ratifying the term loan agreement dated December 7, 2017 executed by and between the City Government of Batangas with the Land Bank of the Philippines.



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

On March 26, 2018, the Honorable City Mayor forwarded a letter to the Sangguniang Panlungsod requesting for the approval and ratification of the Contract Agreements between the City Government and various contractors of different projects in Batangas City.

During the committee hearing, members of Sangguniang Panlungsod stated that the presence of contractors of various projects to be ratified is important in order to be just and fair on the decisions of the body and to know more about the details and status of the projects given to them. However, the committee pushed through with the hearing considering that these contractors can be invited anytime, even when the projects have already commenced.

Another member advised the City Engineer to furnish the body copy of submittals related to the projects like its background, scope and methodology.

With the view that this request will eventually be favorable to the City of Batangas especially to its inhabitants, the Sangguniang Panlungsod perceives the essentiality to undertake necessary infrastructure and development projects that will play a vital role in the promotion of the general welfare on all sectors essential to education, agriculture, economy, safety and security.

RECOMMENDATIONS:

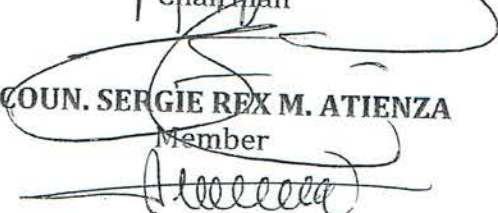
Finding that there is no legal, budgetary and auditing impediment with regards to the subject matter, the Committee hereby recommends:


1. The approval of the Ordinance attached herewith exempting it from the Three-Reading Rule.
2. The adoption of this Committee Report.

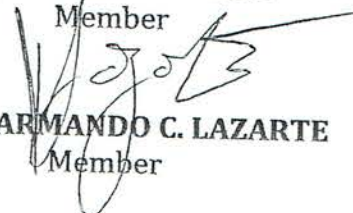
Respectfully submitted, April 17, 2018.


**THE JOINT COMMITTEE ON LAWS, RULES AND REGULATIONS AND COMMITTEE ON
ENGINEERING & PUBLIC WORKS**


COUNCILOR ALYSSA RENEE A. CRUZ
Chairman


COUN. SERGIE REX M. ATIENZA
Member


COUN. JULIAN B. VILLENA
Member


COUN. ARMANDO C. LAZARTE
Member


COUN. GERARDO A. DELA ROCA
Chairman


COUN. NELSON J. CHAVEZ
Member


COUN. GLENN M. ALDOVER
Member

CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

A CONTRACT, made and entered into this day of MAR 22 2018 by and between the CITY GOVERNMENT OF BATANGAS, herein represented by HON. BEVERLEY ROSE A. DIMACUHA, in her capacity as City Mayor of Batangas City hereinafter called as the PARTY OF THE FIRST PART and NOW BUILDERS, herein represented by GRACE DY TAN, of legal age, Filipino and presently residing at 222 Front of National Highway, Gulod Labac, Batangas City, hereinafter called as the PARTY OF THE SECOND PART.

WITNESSETH THAT:

WHEREAS, the PARTY OF THE FIRST PART has offered for public bidding the CONTRACT for the CONSTRUCTION OF CITY ENGINEER'S OFFICE (PHASE II);

WHEREAS, the PARTY OF THE SECOND PART, being the lowest and the most capable bidder was awarded by the PARTY OF THE FIRST PART the right to undertake the aforesaid project;

NOW, THEREFORE, for and in the amount of NINETEEN MILLION, TWO HUNDRED EIGHTY NINE THOUSAND, EIGHT HUNDRED EIGHTY PESOS (Php 19,289,880.00) Philippine Currency to be paid by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART, the parties hereto have agreed as follows:

01. That the PARTY OF THE SECOND PART shall undertake the CONSTRUCTION OF CITY ENGINEER'S OFFICE (PHASE II);
02. That the project shall be undertaken by the PARTY OF THE SECOND PART in accordance with the scope of works provided by the City Engineer's Office. No deviation therefore shall be permitted unless with the written consent of the PARTY OF THE FIRST PART. The PARTY OF THE FIRST PART or his duly authorized representative during the progress of work or project has the power to order from time to time the re-execution of any portion of work, which in its opinion does not comply with such plans, specifications, program of works and statement of conditions;
03. That the PARTY OF THE SECOND PART hereby agrees to furnish a Performance Security in any of the forms stipulated in Section 39.1 of Republic Act 9184 and its IRR-A to guarantee the faithful performance of this contract and to answer for the liquidated damages and for any unpaid cost of labor and materials;
04. That the PARTY OF THE SECOND PART shall furnish labor, materials, equipment and manpower in the prosecution of this project. In this case, the PARTY OF THE SECOND PART binds itself to give the first opportunity of employment to workers who are residents of barangay where the project shall be prosecuted;
05. That the PARTY OF THE SECOND PART shall not cede, transfer, sub-contract or assign this contract to any interested therein without the written consent of the PARTY OF THE FIRST PART. The approval of the sub-contract by the PARTY OF THE FIRST PART shall not relieve the PARTY OF THE SECOND PART from any of its obligations or liabilities under this agreement nor shall such approval; create any contractual relations between the sub-contractor and the PARTY OF THE FIRST PART.
06. That the PARTY OF THE SECOND PART shall finish the work/project within **two hundred forty (240) days** from the day it is ordered commenced as herein above provided. In case the PARTY OF THE SECOND PART shall fail to finish the project within the time herein above stated, become insolvent, bankrupt, abandon or unduly delay the prosecution of the PARTY OF THE SECOND PART, or violate any terms and conditions of this Agreement, the PARTY OF THE FIRST PART may terminate the contract and take over the work/project. In such case, the PARTY OF THE FIRST PART may forfeit the bond and hold the PARTY OF THE SECOND PART liable for the excess of the expenses to be incurred by the PARTY OF THE FIRST PART in completing/finishing the project plus damages. The same rule applies in cases where the PARTY OF THE FIRST PART shall grant at its discretion, the PARTY OF THE SECOND PART extensions of time within which to comply with its obligations hereunder and shall fail to do so. The PARTY OF THE SECOND PART shall furthermore pay to the PARTY OF THE FIRST PART liquidated damages in the amount of 1/10 of 1% of the total contract cost minus the value of the completed portions of the contract certified by the government office concerned as usable as of the expiration of the contract time, for each calendar day of delay until the work is completed and accepted or take over by the Government.

The rights and remedies herein provide shall not be exclusive of other rights and remedies of the PARTY OF THE FIRST PART may have against the PARTY OF THE SECOND PART by reason of this AGREEMENT;

07. That the PARTY OF THE FIRST PART, shall issue to the PARTY OF THE SECOND PART a written notice to commence work on the project after the completion of the signing of this contract;
08. That the PARTY OF THE FIRST PART in its discretion and after inspection of the project made partial payments to the PARTY OF THE SECOND PART based on the percentage of work accomplished as certified by the City Engineer or his duly authorized representative. Except as provided for in Par. 6 and 9 hereof, full payment shall be made to the PARTY OF THE SECOND PART and after the acceptance of the PARTY OF THE FIRST PART of the completed project.
09. The sum of 10% of the total amount due to the PARTY OF THE SECOND PART shall be retained from every progress payment due the latter until 50% of the value of the work done as determined by the PARTY OF THE FIRST PART are completed, which amount shall answer for any shrinkage or fault that may appear in the work/project within the period of sixty (60) days from the acceptance of the project. At the option of the PARTY OF THE FIRST PART, such retention may be released in favor of the PARTY OF THE SECOND PART upon full acceptance of the project provided that the PARTY OF THE SECOND PART shall post as irrevocable stand-by letter of credit in favor of the PARTY OF THE FIRST PART which shall substitute for the purpose for which 10% retention is intended.
10. That the PARTY OF THE SECOND PART shall assume full responsibility for the project from time the construction commenced up to final acceptance by the city government and shall be held responsible for any damage or destruction of the works except those occasioned by *force majeure*;
11. That the PARTY OF THE SECOND PART shall be fully responsible for the safety, protection, security and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by construction work and shall be required to put up warranty security in accordance with the form and schedule stipulated in Republic Act 9184 and its IRR-A.
12. After final acceptance of the project by the PARTY OF THE FIRST PART, the PARTY OF THE SECOND PART shall be held responsible for structural defects and/or failure of the completed project within the warranty periods stipulated in Section 62.2.2 (a, b and c) of Republic Act 9184 and its IRR-A from final acceptance, except those occasioned by *force majeure* and those caused by other parties
13. That the notarial expenses to be incurred in the execution of this project shall be borne by the PARTY OF THE SECOND PART;
14. That the parties hereto agree that all legal actions arising from this Agreement shall be brought before the proper courts of Batangas City.

MAR 22 2018 IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, at Batangas City.

BATANGAS CITY GOVERNMENT
(Party of the First Part)

BEVERLEY ROSA A. DIMACUHA
City Mayor

NOW BUILDERS
(Party of the Second Part)

GRACE DY TAN
Contractor

SIGNED IN THE PRESENCE OF:

SHERRYL B. BOOL
Asst. City Accountant -OIC

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ACKNOWLEDGEMENT


Republic of the Philippines)
Batangas City)S.S.

BEFORE ME, a NOTARY PUBLIC, appeared Mayor BEVERLEY ROSE A. DIMACUHA with Passport No. EB7552947 issued on March 15, 2013 and GRACE DY TAN with Passport No. EC6510652 issued on January 18, 2016 known to me to be the same person who executed the following statement and they acknowledge to me that the same is their free and voluntary act and deed.

This statement which refers to a contract for the CONSTRUCTION OF CITY ENGINEER'S OFFICE (PHASE II) consists of three (3) pages including this page on which this acknowledgement is written signed by pages by both parties and their witnesses.

WITNESS MY HAND AND SEAL this _____ day of MAR 22 2018 at Batangas City.

Doc. No. 2005
Page No. 401
Book No. 05
Series of 2018


ATTY. ILUMINADO O. CUEVAS, CFA
Notary Public
Until December 31, 2019
Under Admin. Matter No. 2017-24
Hilltop, Kumintang Ibaba, Batangas City
Roll No. 35085/27 May 1988
PTR No. 3019048/1-3-18/Bats. City
IBP No. 1065656/1-3-18/Bats. City
TIN-129-591-179-000
MCLE V#0007324/04-21-15





CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

A CONTRACT, made and entered into this MAR 22 2018 day of MAR 22 2018, by and between the CITY GOVERNMENT OF BATANGAS, herein represented by HON. BEVERLEY ROSE A. DIMACUHA, in her capacity as City Mayor of Batangas hereinafter called as the PARTY OF THE FIRST PART and TOREJA'S CONSTRUCTION SUPPLY CORPORATION, herein represented by DIONISIO V. TOREJA, of legal age, Filipino and presently residing at San Pascual, Batangas, hereinafter called as the PARTY OF THE SECOND PART.

WITNESSETH THAT:

WHEREAS, the PARTY OF THE FIRST PART has offered for public bidding the CONTRACT for the REPAIR/REHABILITATION/ IMPROVEMENT OF APPROACH AND FRONT OF DJPMM AND CUTA ROAD;

WHEREAS, the PARTY OF THE SECOND PART, being the lowest and the most capable bidder was awarded by the PARTY OF THE FIRST PART the right to undertake the aforesaid project;

NOW, THEREFORE, for and in the amount of SEVENTY SEVEN MILLION, SIX HUNDRED EIGHT ONE THOUSAND, FOUR HUNDRED PESOS (Php 77,681,400.00) Philippine Currency to be paid by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART, the parties hereto have agreed as follows:

01. That the PARTY OF THE SECOND PART shall undertake the REPAIR/REHABILITATION/ IMPROVEMENT OF APPROACH AND FRONT OF DJPMM AND CUTA ROAD;
 02. That the project shall be undertaken by the PARTY OF THE SECOND PART in accordance with the scope of works provided by the City Engineer's Office. No deviation therefore shall be permitted unless with the written consent of the PARTY OF THE FIRST PART. The PARTY OF THE FIRST PART or his duly authorized representative during the progress of work or project has the power to order from time to time the re-execution of any portion of work, which in its opinion does not comply with such plans, specifications, program of works and statement of conditions;
 03. That the PARTY OF THE SECOND PART hereby agrees to furnish a Performance Security in any of the forms stipulated in Section 39.1 of Republic Act 9184 and its IRR-A to guarantee the faithful performance of this contract and to answer for the liquidated damages and for any unpaid cost of labor and materials;
 04. That the PARTY OF THE SECOND PART shall furnish labor, materials, equipment and manpower in the prosecution of this project. In this case, the PARTY OF THE SECOND PART binds itself to give the first opportunity of employment to workers who are residents of barangay where the project shall be prosecuted;
 05. That the PARTY OF THE SECOND PART shall not cede, transfer, sub-contract or assign this contract to any interested therein without the written consent of the PARTY OF THE FIRST PART. The approval of the sub-contract by the PARTY OF THE FIRST PART shall not relieve the PARTY OF THE SECOND PART from any of its obligations or liabilities under this agreement nor shall such approval; create any contractual relations between the sub-contractor and the PARTY OF THE FIRST PART.
 06. That the PARTY OF THE SECOND PART shall finish the work/project within **four hundred eighty (480) days** from the day it is ordered commenced as herein above provided. In case the PARTY OF THE SECOND PART shall fail to finish the project within the time herein above stated, become insolvent, bankrupt, abandon or unduly delay the prosecution of the PARTY OF THE SECOND PART, or violate any terms and conditions of this Agreement, the PARTY OF THE FIRST PART may terminate the contract and take over the work/project. In such case, the PARTY OF THE FIRST PART may forfeit the bond and hold the PARTY OF THE SECOND PART liable for the excess of the expenses to be incurred by the PARTY OF THE FIRST PART in completing/finishing the project plus damages. The same rule applies in cases where the PARTY OF THE FIRST PART shall grant at its discretion, the PARTY OF THE SECOND PART extensions of time within which to comply with its obligations hereunder and shall fail to do so. The PARTY OF THE SECOND PART shall furthermore pay to the PARTY OF THE FIRST PART liquidated damages in the amount of 1/10 of 1% of the total contract cost minus the value of the completed portions of the contract certified by the government office concerned as usable as of the expiration of the contract time, for each calendar day of delay until the work is completed and accepted or take over by the Government.
- The rights and remedies herein provide shall not be exclusive of other rights and remedies of the PARTY OF THE FIRST PART may have against the PARTY OF THE SECOND PART by reason of this AGREEMENT;
07. That the PARTY OF THE FIRST PART, shall issue to the PARTY OF THE SECOND PART a written notice to commence work on the project after the completion of the signing of this contract;
 08. That the PARTY OF THE FIRST PART in its discretion and after inspection of the project made partial payments to the PARTY OF THE SECOND PART based on the percentage of work accomplished as certified by the City Engineer or his duly authorized representative. Except as provided for in Par. 6 and 9 hereof, full

- payment shall be made to the PARTY OF THE SECOND PART and after the acceptance of the PARTY OF THE FIRST PART of the completed project.
09. The sum of 10% of the total amount due to the PARTY OF THE SECOND PART shall be retained from every progress payment due the latter until 50% of the value of the work done as determined by the PARTY OF THE FIRST PART are completed, which amount shall answer for any shrinkage or fault that may appear in the work/project within the period of sixty (60) days from the acceptance of the project. At the option of the PARTY OF THE FIRST PART, such retention may be released in favor of the PARTY OF THE SECOND PART upon full acceptance of the project provided that the PARTY OF THE SECOND PART shall post as irrevocable stand-by letter of credit in favor of the PARTY OF THE FIRST PART which shall substitute for the purpose for which 10% retention is intended.
10. That the PARTY OF THE SECOND PART shall assume full responsibility for the project from time the construction commenced up to final acceptance by the city government and shall be held responsible for any damage or destruction of the works except those occasioned by *force majeure*;
06. That the PARTY OF THE SECOND PART shall be fully responsible for the safety, protection, security and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by construction work and shall be required to put up warranty security in accordance with the form and schedule stipulated in Republic Act 9184 and its IRR-A.
12. After final acceptance of the project by the PARTY OF THE FIRST PART, the PARTY OF THE SECOND PART shall be held responsible for structural defects and/or failure of the completed project within the warranty periods stipulated in Section 62.2.2 (a, b and c) of Republic Act 9184 and its IRR-A from final acceptance, except those occasioned by *force majeure* and those caused by other parties
13. That the notarial expenses to be incurred in the execution of this project shall be borne by the PARTY OF THE SECOND PART;
14. That the parties hereto agree that all legal actions arising from this Agreement shall be brought before the proper courts of Batangas City.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day MAR 22 2018 at Batangas City.

BATANGAS CITY GOVERNMENT
(Party of the First Part)

BEVERLEY ROSE A. DIMACUHA
City Mayor

TOREJA'S CONSTRUCTION SUPPLY CORP.
(Party of the Second Part)

DIONISIO V. TOREJA
Contractor

SIGNED IN THE PRESENCE OF:

SHERRYL B. BOOL
Asst. City Accountant-OIC

ACKNOWLEDGEMENT


Republic of the Philippines)
Batangas City J.S.S.

BEFORE ME, a NOTARY PUBLIC, appeared Mayor BEVERLEY ROSE A. DIMACUHA with Passport No. EB7552947 issued on March 15, 2013 and DIONISIO V. TOREJA with CTR No. 15072516 issued at Ibaan, Batangas on January 3, 2018 known to me to be the same person who executed the following statement and they acknowledge to me that the same is their free and voluntary act and deed.

This statement which refers to a contract for REPAIR/REHABILITATION/ IMPROVEMENT OF APPROACH AND FRONT OF DJPMM AND CUTA ROAD consists of three (3) pages including this page on which this acknowledgement is written signed by pages by both parties and their witnesses.

WITNESS MY HAND AND SEAL this 22nd day of March, at Batangas City.

Doc. No. 292
Page No. 20
Book No. 01
Series of 18


ATTY. FRANCISCO CONTRERAS
Notary Public in and for the Philippines
Admin. No. 25116-0187
ATTY. ROLL NO. 459117
IBP No. 1065598 Batangas Chapter 1/08/2018
PTR No. 21164494 Jan. 08 2018 Batangas
MCLE No. 10009536 08/03/2015-08/03/2019

CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

A CONTRACT, made and entered into this 22 day of March 2018, by and between the CITY GOVERNMENT OF BATANGAS, herein represented by HON. BEVERLEY ROSE A. DIMACUHA, in his capacity as City Mayor of Batangas hereinafter called as the PARTY OF THE FIRST PART and GCF FETALVERO CONSTRUCTION AND ENTERPRISES, herein represented by GERRY O. FETALVERO, of legal age, Filipino and presently residing at Arrieta Subdivision, Batangas City, hereinafter called as the PARTY OF THE SECOND PART.

WITNESSETH THAT:

WHEREAS, the PARTY OF THE FIRST PART has offered for public bidding the CONTRACT for the IMPROVEMENT OF ROAD FROM CALUMPANG BRIDGE NO. 3 TO NATIONAL ROAD AT GULOD LABAC;

WHEREAS, the PARTY OF THE SECOND PART, being the lowest and the most capable bidder was awarded by the PARTY OF THE FIRST PART the right to undertake the aforesaid project;

NOW, THEREFORE, for and in the amount of TWENTY TWO MILLION, SEVEN HUNDRED FIFTEEN THOUSAND PESOS (Php 22,715,000.00) Philippine Currency to be paid by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART, the parties hereto have agreed as follows:

01. That the PARTY OF THE SECOND PART shall undertake the IMPROVEMENT OF ROAD FROM CALUMPANG BRIDGE NO. 3 TO NATIONAL ROAD AT GULOD LABAC;
02. That the project shall be undertaken by the PARTY OF THE SECOND PART in accordance with the scope of works provided by the City Engineer's Office. No deviation therefore shall be permitted unless with the written consent of the PARTY OF THE FIRST PART. The PARTY OF THE FIRST PART or his duly authorized representative during the progress of work or project has the power to order from time to time the re-execution of any portion of work, which in its opinion does not comply with such plans, specifications, program of works and statement of conditions;
03. That the PARTY OF THE SECOND PART hereby agrees to furnish a Performance Security in any of the forms stipulated in Section 39.1 of Republic Act 9184 and its IRR-A to guarantee the faithful performance of this contract and to answer for the liquidated damages and for any unpaid cost of labor and materials;
04. That the PARTY OF THE SECOND PART shall furnish labor, materials, equipment and manpower in the prosecution of this project. In this case, the PARTY OF THE SECOND PART binds itself to give the first opportunity of employment to workers who are residents of barangay where the project shall be prosecuted;
05. That the PARTY OF THE SECOND PART shall not cede, transfer, sub-contract or assign this contract to any interested therein without the written consent of the PARTY OF THE FIRST PART. The approval of the sub-contract by the PARTY OF THE FIRST PART shall not relieve the PARTY OF THE SECOND PART from any of its obligations or liabilities under this agreement nor shall such approval; create any contractual relations between the sub-contractor and the PARTY OF THE FIRST PART.
06. That the PARTY OF THE SECOND PART shall finish the work/project within **two hundred forty (240) days** from the day it is ordered commenced as herein above provided. In case the PARTY OF THE SECOND PART shall fail to finish the project within the time herein above stated, become insolvent, bankrupt, abandon or unduly delay the prosecution of the PARTY OF THE SECOND PART, or violate any terms and conditions of this Agreement, the PARTY OF THE FIRST PART may terminate the contract and take over the work/project. In such case, the PARTY OF THE FIRST PART may forfeit the bond and hold the PARTY OF THE SECOND PART liable for the excess of the expenses to be incurred by the PARTY OF THE FIRST PART in completing/finishing the project plus damages. The same rule applies in cases where the PARTY OF THE FIRST PART shall grant at its discretion, the PARTY OF THE SECOND PART extensions of time within which to comply with its obligations hereunder and shall fail to do so. The PARTY OF THE SECOND PART shall furthermore pay to the PARTY OF THE FIRST PART liquidated damages in the amount of 1/10 of 1% of the total contract cost minus the value of the completed portions of the contract certified by the government office concerned as usable as of the expiration of the contract time, for each calendar day of delay until the work is completed and accepted or take over by the Government.

The rights and remedies herein provide shall not be exclusive of other rights and remedies of the PARTY OF THE FIRST PART may have against the PARTY OF THE SECOND PART by reason of this AGREEMENT;

07. That the PARTY OF THE FIRST PART, shall issue to the PARTY OF THE SECOND PART a written notice to commence work on the project after the completion of the signing of this contract;
08. That the PARTY OF THE FIRST PART in its discretion and after inspection of the project made partial payments to the PARTY OF THE SECOND PART based on the percentage of work accomplished as certified by the City Engineer or his duly authorized representative. Except as provided for in Par. 6 and 9 hereof, full

payment shall be made to the PARTY OF THE SECOND PART and after the acceptance of the PARTY OF THE FIRST PART of the completed project..

09. The sum of 10% of the total amount due to the PARTY OF THE SECOND PART shall be retained from every progress payment due the latter until 50% of the value of the work done as determined by the PARTY OF THE FIRST PART are completed, which amount shall answer for any shrinkage or fault that may appear in the work/project within the period of sixty (60) days from the acceptance of the project. At the option of the PARTY OF THE FIRST PART, such retention may be released in favor of the PARTY OF THE SECOND PART upon full acceptance of the project provided that the PARTY OF THE SECOND PART shall post as irrevocable stand-by letter of credit in favor of the PARTY OF THE FIRST PART which shall substitute for the purpose for which 10% retention is intended.
10. That the PARTY OF THE SECOND PART shall assume full responsibility for the project from time the construction commenced up to final acceptance by the city government and shall be held responsible for any damage or destruction of the works except those occasioned by *force majeure*;
11. That the PARTY OF THE SECOND PART shall be fully responsible for the safety, protection, security and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by construction work and shall be required to put up warranty security in accordance with the form and schedule stipulated in Republic Act 9184 and its IRR-A.
12. After final acceptance of the project by the PARTY OF THE FIRST PART, the PARTY OF THE SECOND PART shall be held responsible for structural defects and/or failure of the completed project within the warranty periods stipulated in Section 62.2.2 (a, b and c) of Republic Act 9184 and its IRR-A from final acceptance, except those occasioned by *force majeure* and those caused by other parties
13. That the notarial expenses to be incurred in the execution of this project shall be borne by the PARTY OF THE SECOND PART;
14. That the parties hereto agree that all legal actions arising from this Agreement shall be brought before the proper courts of Batangas City.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22 day of March 2018 at Batangas City.

BATANGAS CITY GOVERNMENT
(Party of the First Part)

BEVERLEY ROSE A. DIMACUHA
City Mayor



GCF FETALVERO CONSTRUCTION AND ENT.
(Party of the Second Part)

GERRY O. FETALVERO
Contractor



SIGNED IN THE PRESENCE OF:

SHERRYL B. BOOL
Asst. City Accountant -OIC



ACKNOWLEDGEMENT

Republic of the Philippines)
Batangas City)S.S.

BEFORE ME, a NOTARY PUBLIC, appeared Mayor BEVERLEY ROSE A. DIMACUHA with Passport No. EB7552947 issued on March 5, 2013 and GERRY O. FETALVERO with Passport No. EB7081980 issued on January 7, 2013 known to me to be the same person who executed the following statement and they acknowledge to me that the same is their free and voluntary act and deed.

This statement which refers to a contract for the IMPROVEMENT OF ROAD FROM CALUMPANG BRIDGE NO. 3 TO NATIONAL ROAD AT GULOD LABAC consists of three (3) pages including this page on which this acknowledgement is written signed by pages by both parties and their witnesses.

WITNESS MY HAND AND SEAL this 22 day of March 2018 at Batangas City.

Doc. No. 2059
Page No. 412
Book No. 05
Series of 2018

NOTARY PUBLIC

ATTY. ILUMINADO O. CUEVAS, CPA

Notary Public

Until December 31, 2019

Under Admin. Matter No. 2017-24
Hilltop, Kumintang Ibaba, Batangas City

Roll No. 35085/27 May 1988

PTR No. 3019048/1-3-18/Bats. City

IBP No. 1065656/1-3-18/Bats. City

TIN-129-591-179-000

MCLE V#0007324/04-21-15

K. Morang

CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

A CONTRACT, made and entered into this day of MAR 22 2018, by and between the CITY GOVERNMENT OF BATANGAS, herein represented by HON. BEVERLEY ROSE A. DIMACUHA, in her capacity as City Mayor of Batangas hereinafter called as the PARTY OF THE FIRST PART and RUSMEN BUILDERS AND DEVELOPMENT CORPORATION, herein represented by RUSTICO C. MENDOZA, of legal age, Filipino and presently residing at p-7-888 Banaba Caltex Road, Sta. Rita Karsada, Batangas City, hereinafter called as the PARTY OF THE SECOND PART.

WITNESSETH THAT:

WHEREAS, the PARTY OF THE FIRST PART has offered for public bidding the CONTRACT for the REPAIR/REHABILITATION/ IMPROVEMENT OF B.I.R. ROAD;

WHEREAS, the PARTY OF THE SECOND PART, being the lowest and the most capable bidder was awarded by the PARTY OF THE FIRST PART the right to undertake the aforesaid project;

NOW, THEREFORE, for and in the amount of EIGHTEEN MILLION, NINE HUNDRED SIXTY THOUSAND, EIGHT HUNDRED EIGHTY PESOS (Php 18,960,880.00) Philippine Currency to be paid by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART, the parties hereto have agreed as follows:

01. That the PARTY OF THE SECOND PART shall undertake the REPAIR/REHABILITATION/ IMPROVEMENT OF B.I.R. ROAD;
02. That the project shall be undertaken by the PARTY OF THE SECOND PART in accordance with the scope of works provided by the City Engineer's Office. No deviation therefore shall be permitted unless with the written consent of the PARTY OF THE FIRST PART. The PARTY OF THE FIRST PART or his duly authorized representative during the progress of work or project has the power to order from time to time the re-execution of any portion of work, which in its opinion does not comply with such plans, specifications, program of works and statement of conditions;
03. That the PARTY OF THE SECOND PART hereby agrees to furnish a Performance Security in any of the forms stipulated in Section 39.1 of Republic Act 9184 and its IRR-A to guarantee the faithful performance of this contract and to answer for the liquidated damages and for any unpaid cost of labor and materials;
04. That the PARTY OF THE SECOND PART shall furnish labor, materials, equipment and manpower in the prosecution of this project. In this case, the PARTY OF THE SECOND PART binds itself to give the first opportunity of employment to workers who are residents of barangay where the project shall be prosecuted;
05. That the PARTY OF THE SECOND PART shall not cede, transfer, sub-contract or assign this contract to any interested therein without the written consent of the PARTY OF THE FIRST PART. The approval of the sub-contract by the PARTY OF THE FIRST PART shall not relieve the PARTY OF THE SECOND PART from any of its obligations or liabilities under this agreement nor shall such approval; create any contractual relations between the sub-contractor and the PARTY OF THE FIRST PART.
06. That the PARTY OF THE SECOND PART shall finish the work/project within **three hundred eighty (380) days** from the day it is ordered commenced as herein above provided. In case the PARTY OF THE SECOND PART shall fail to finish the project within the time herein above stated, become insolvent, bankrupt, abandon or unduly delay the prosecution of the PARTY OF THE SECOND PART, or violate any terms and conditions of this Agreement, the PARTY OF THE FIRST PART may terminate the contract and take over the work/project. In such case, the PARTY OF THE FIRST PART may forfeit the bond and hold the PARTY OF THE SECOND PART liable for the excess of the expenses to be incurred by the PARTY OF THE FIRST PART in completing/finishing the project plus damages. The same rule applies in cases where the PARTY OF THE FIRST PART shall grant at its discretion, the PARTY OF THE SECOND PART extensions of time within which to comply with its obligations hereunder and shall fail to do so. The PARTY OF THE SECOND PART shall furthermore pay to the PARTY OF THE FIRST PART liquidated damages in the amount of 1/10 of 1% of the total contract cost minus the value of the completed portions of the contract certified by the government office concerned as usable as of the expiration of the contract time, for each calendar day of delay until the work is completed and accepted or take over by the Government.

The rights and remedies herein provide shall not be exclusive of other rights and remedies of the PARTY OF THE FIRST PART may have against the PARTY OF THE SECOND PART by reason of this AGREEMENT;
07. That the PARTY OF THE FIRST PART, shall issue to the PARTY OF THE SECOND PART a written notice to commence work on the project after the completion of the signing of this contract;
08. That the PARTY OF THE FIRST PART in its discretion and after inspection of the project made partial payments to the PARTY OF THE SECOND PART based on the percentage of work accomplished as certified

by the City Engineer or his duly authorized representative. Except as provided for in Par. 6 and 9 hereof, full payment shall be made to the PARTY OF THE SECOND PART and after the acceptance of the PARTY OF THE FIRST PART of the completed project.

09. The sum of 10% of the total amount due to the PARTY OF THE SECOND PART shall be retained from every progress payment due the latter until 50% of the value of the work done as determined by the PARTY OF THE FIRST PART are completed, which amount shall answer for any shrinkage or fault that may appear in the work/project within the period of sixty (60) days from the acceptance of the project. At the option of the PARTY OF THE FIRST PART, such retention may be released in favor of the PARTY OF THE SECOND PART upon full acceptance of the project provided that the PARTY OF THE SECOND PART shall post as irrevocable stand-by letter of credit in favor of the PARTY OF THE FIRST PART which shall substitute for the purpose for which 10% retention is intended.
10. That the PARTY OF THE SECOND PART shall assume full responsibility for the project from time the construction commenced up to final acceptance by the city government and shall be held responsible for any damage or destruction of the works except those occasioned by *force majeure*;
06. That the PARTY OF THE SECOND PART shall be fully responsible for the safety, protection, security and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by construction work and shall be required to put up warranty security in accordance with the form and schedule stipulated in Republic Act 9184 and its IRR-A.
12. After final acceptance of the project by the PARTY OF THE FIRST PART, the PARTY OF THE SECOND PART shall be held responsible for structural defects and/or failure of the completed project within the warranty periods stipulated in Section 62.2.2 (a, b and c) of Republic Act 9184 and its IRR-A from final acceptance, except those occasioned by *force majeure* and those caused by other parties
13. That the notarial expenses to be incurred in the execution of this project shall be borne by the PARTY OF THE SECOND PART;
14. That the parties hereto agree that all legal actions arising from this Agreement shall be brought before the proper courts of Batangas City.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____
at Batangas City.

MAR 22 2018

BATANGAS CITY GOVERNMENT
(Party of the First Part)

BEVERLEY ROSA A. DIMACUHA
City Mayor

SHERRYL B. BOOL
Asst. City Accountant-OIC

RUSMEN BUILDERS AND DEVELOPMENT CORP.
(Party of the Second Part)

RUSTICO C. MENDOZA
Contractor

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

Republic of the Philippines)
Batangas City)S.S.

BEFORE ME, a NOTARY PUBLIC, appeared Mayor BEVERLEY ROSE A. DIMACUHA with Passport No. EB7552947 issued on March 15, 2013 and RUSTICO C. MENDOZA with CTR No. 11273703 issued at San Pascual, Batangas on January 3, 2018 known to me to be the same person who executed the following statement and they acknowledge to me that the same is their free and voluntary act and deed.

This statement which refers to a contract for REPAIR/REHABILITATION/ IMPROVEMENT OF B.I.R. ROAD consists of three (3) pages including this page on which this acknowledgement is written signed by pages by both parties and their witnesses.

WITNESS MY HAND AND SEAL this _____ day of MAR 22 2018 at Batangas City.

NOTARY PUBLIC
PERCIVAL C. MENDOZA

Notary Public
Notarial Comm. Serial No. 2017-48

Until December 31, 2019

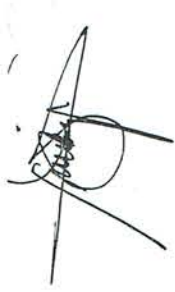
Roll of Attorney's No. 53638

IBP Lifetime No. 07047

PTR No. 3021858/01-03-2018/Batangas City

MCLE Compliance No. V-0009555; dtd 08-03-2015

Doc. No. 436
Page No. 28
Book No. LVI
Series of 2018







CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

A CONTRACT, made and entered into this MAR 22 2018 day of MAR 22 2018, by and between the CITY GOVERNMENT OF BATANGAS, herein represented by HON. BEVERLEY ROSE A. DIMACUHA, in her capacity as City Mayor of Batangas hereinafter called as the PARTY OF THE FIRST PART and GRANBY TRADING AND CONSTRUCTION, herein represented by MARIA LEUVINA SOFIA G. LLANA, of legal age, Filipino and presently residing at Ruby Building, P. Burgos Street, Batangas City, hereinafter called as the PARTY OF THE SECOND PART.

WITNESSETH THAT:

WHEREAS, the PARTY OF THE FIRST PART has offered for public bidding the CONTRACT for the IMPROVEMENT OF ROAD FROM CALUMPANG BRIDGE NO. 3 TO P. HERRERA STREET;

WHEREAS, the PARTY OF THE SECOND PART, being the lowest and the most capable bidder was awarded by the PARTY OF THE FIRST PART the right to undertake the aforesaid project;

NOW, THEREFORE, for and in the amount of TWENTY FOUR MILLION, FORTY SEVEN THOUSAND, EIGHT HUNDRED FIFTY PESOS (Php 24,047,850.00) Philippine Currency to be paid by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART, the parties hereto have agreed as follows:

01. That the PARTY OF THE SECOND PART shall undertake the IMPROVEMENT OF ROAD FROM CALUMPANG BRIDGE NO. 3 TO P. HERRERA STREET;
02. That the project shall be undertaken by the PARTY OF THE SECOND PART in accordance with the scope of works provided by the City Engineer's Office. No deviation therefore shall be permitted unless with the written consent of the PARTY OF THE FIRST PART. The PARTY OF THE FIRST PART or his duly authorized representative during the progress of work or project has the power to order from time to time the re-execution of any portion of work, which in its opinion does not comply with such plans, specifications, program of works and statement of conditions;
03. That the PARTY OF THE SECOND PART hereby agrees to furnish a Performance Security in any of the forms stipulated in Section 39.1 of Republic Act 9184 and its IRR-A to guarantee the faithful performance of this contract and to answer for the liquidated damages and for any unpaid cost of labor and materials;
04. That the PARTY OF THE SECOND PART shall furnish labor, materials, equipment and manpower in the prosecution of this project. In this case, the PARTY OF THE SECOND PART binds itself to give the first opportunity of employment to workers who are residents of barangay where the project shall be prosecuted;
05. That the PARTY OF THE SECOND PART shall not cede, transfer, sub-contract or assign this contract to any interested therein without the written consent of the PARTY OF THE FIRST PART. The approval of the sub-contract by the PARTY OF THE FIRST PART shall not relieve the PARTY OF THE SECOND PART from any of its obligations or liabilities under this agreement nor shall such approval; create any contractual relations between the sub-contractor and the PARTY OF THE FIRST PART.
06. That the PARTY OF THE SECOND PART shall finish the work/project within two hundred forty (240) days from the day it is ordered commenced as herein above provided. In case the PARTY OF THE SECOND PART shall fail to finish the project within the time herein above stated, become insolvent, bankrupt, abandon or unduly delay the prosecution of the PARTY OF THE SECOND PART, or violate any terms and conditions of this Agreement, the PARTY OF THE FIRST PART may terminate the contract and take over the work/project. In such case, the PARTY OF THE FIRST PART may forfeit the bond and hold the PARTY OF THE SECOND PART liable for the excess of the expenses to be incurred by the PARTY OF THE FIRST PART in completing/finishing the project plus damages. The same rule applies in cases where the PARTY OF THE FIRST PART shall grant at its discretion, the PARTY OF THE SECOND PART extensions of time within which to comply with its obligations hereunder and shall fail to do so. The PARTY OF THE SECOND PART shall furthermore pay to the PARTY OF THE FIRST PART liquidated damages in the amount of 1/10 of 1% of the total contract cost minus the value of the completed portions of the contract certified by the government office concerned as usable as of the expiration of the contract time, for each calendar day of delay until the work is completed and accepted or take over by the Government.

The rights and remedies herein provide shall not be exclusive of other rights and remedies of the PARTY OF THE FIRST PART may have against the PARTY OF THE SECOND PART by reason of this AGREEMENT;
07. That the PARTY OF THE FIRST PART, shall issue to the PARTY OF THE SECOND PART a written notice to commence work on the project after the completion of the signing of this contract;
08. That the PARTY OF THE FIRST PART in its discretion and after inspection of the project made partial payments to the PARTY OF THE SECOND PART based on the percentage of work accomplished as certified by the City Engineer or his duly authorized representative. Except as provided for in Par. 6 and 9 hereof, full

- payment shall be made to the PARTY OF THE SECOND PART and after the acceptance of the PARTY OF THE FIRST PART of the completed project.
09. The sum of 10% of the total amount due to the PARTY OF THE SECOND PART shall be retained from every progress payment due the latter until 50% of the value of the work done as determined by the PARTY OF THE FIRST PART are completed, which amount shall answer for any shrinkage or fault that may appear in the work/project within the period of sixty (60) days from the acceptance of the project. At the option of the PARTY OF THE FIRST PART, such retention may be released in favor of the PARTY OF THE SECOND PART upon full acceptance of the project provided that the PARTY OF THE SECOND PART shall post as irrevocable stand-by letter of credit in favor of the PARTY OF THE FIRST PART which shall substitute for the purpose for which 10% retention is intended.
10. That the PARTY OF THE SECOND PART shall assume full responsibility for the project from time the construction commenced up to final acceptance by the city government and shall be held responsible for any damage or destruction of the works except those occasioned by *force majeure*;
11. That the PARTY OF THE SECOND PART shall be fully responsible for the safety, protection, security and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by construction work and shall be required to put up warranty security in accordance with the form and schedule stipulated in Republic Act 9184 and its IRR-A.
12. After final acceptance of the project by the PARTY OF THE FIRST PART, the PARTY OF THE SECOND PART shall be held responsible for structural defects and/or failure of the completed project within the warranty periods stipulated in Section 62.2.2 (a, b and c) of Republic Act 9184 and its IRR-A from final acceptance, except those occasioned by *force majeure* and those caused by other parties
13. That the notarial expenses to be incurred in the execution of this project shall be borne by the PARTY OF THE SECOND PART;
14. That the parties hereto agree that all legal actions arising from this Agreement shall be brought before the proper courts of Batangas City.

IN WITNESS WHEREOF, the parties have hereunto set their hands this MAR 22 2018 day of _____ at Batangas City.

BATANGAS CITY GOVERNMENT
(Party of the First Part)

BEVERLEY ROSE A. DIMACUHA
City Mayor

GRANBY TRADING AND CONSTRUCTION
(Party of the Second Part)

MARIA LEUVINA SOFIA G. LLANA
Contractor

SIGNED IN THE PRESENCE OF:

SHERRYL B. BOOL
Asst. City Accountant -OIC

ACKNOWLEDGEMENT

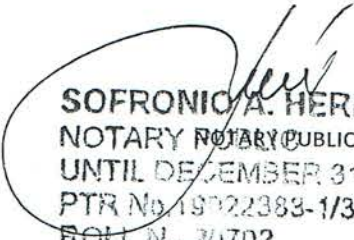
Republic of the Philippines)
Batangas City)S.S.

BEFORE ME, a NOTARY PUBLIC, appeared Mayor BEVERLEY ROSE A. DIMACUHA with Passport No. EB7552947 issued on March 5, 2013 and MARIA LEUVINA SOFIA G. LLANA with CTR No. 05217393 issued at Batangas City on January 8, 2018 known to me to be the same person who executed the following statement and they acknowledge to me that the same is their free and voluntary act and deed.

This statement which refers to a contract for IMPROVEMENT OF ROAD FROM CALUMPANG BRIDGE NO. 3 TO P. HERRERA STREET consists of three (3) pages including this page on which this acknowledgement is written signed by pages by both parties and their witnesses.

WITNESS MY HAND AND SEAL this MAR 22 2018 day of _____, at Batangas City.

Doc. No. 276
Page No. 57
Book No. 211
Series of 2018


SOFRONIO A. HERNANDEZ
NOTARY PUBLIC
UNTIL DECEMBER 31, 2018
PTR No. 19722383-1/3/2018
ROLL No. 20702
ALITAGTAG, BATANGAS
TIN No. 158-136-311
MCLE IV-0023243

CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:




A CONTRACT, made and entered into this MAR 22 2018 day of _____, by and between the CITY GOVERNMENT OF BATANGAS, herein represented by HON. BEVERLEY ROSE A. DIMACUHA, in his capacity as City Mayor of Batangas hereinafter called as the PARTY OF THE FIRST PART and BERTO LUCCI BUILDERS AND SUPPLY herein represented by MYRNA D. LOYOLA, of legal age, Filipino and presently residing at 67 Evangelista Street, Batangas City, hereinafter called as the PARTY OF THE SECOND PART.

WITNESSETH THAT:

WHEREAS, the PARTY OF THE FIRST PART has offered for public bidding the CONTRACT for the REPAIR/REHABILITATION OF P. HERRERA STREET;

WHEREAS, the PARTY OF THE SECOND PART, being the lowest and the most capable bidder was awarded by the PARTY OF THE FIRST PART the right to undertake the aforesaid project;

NOW, THEREFORE, for and in the amount TWENTY NINE MILLION, FOUR HUNDRED SIXTY THOUSAND, ELEVEN PESOS & 40/100 (Php 29,460,011.40) Philippine Currency to be paid by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART, the parties hereto have agreed as follows:

- 
01. That the PARTY OF THE SECOND PART shall undertake the REPAIR/REHABILITATION OF P. HERRERA STREET;
 02. That the project shall be undertaken by the PARTY OF THE SECOND PART in accordance with the scope of works provided by the City Engineer's Office. No deviation therefore shall be permitted unless with the written consent of the PARTY OF THE FIRST PART. The PARTY OF THE FIRST PART or his duly authorized representative during the progress of work or project has the power to order from time to time the re-execution of any portion of work, which in its opinion does not comply with such plans, specifications, program of works and statement of conditions;
 03. That the PARTY OF THE SECOND PART hereby agrees to furnish a Performance Security in any of the forms stipulated in Section 39.1 of Republic Act 9184 and its IRR-A to guarantee the faithful performance of this contract and to answer for the liquidated damages and for any unpaid cost of labor and materials;
 04. That the PARTY OF THE SECOND PART shall furnish labor, materials, equipment and manpower in the prosecution of this project. In this case, the PARTY OF THE SECOND PART binds itself to give the first opportunity of employment to workers who are residents of barangay where the project shall be prosecuted;
 05. That the PARTY OF THE SECOND PART shall not cede, transfer, sub-contract or assign this contract to any interested therein without the written consent of the PARTY OF THE FIRST PART. The approval of the sub-contract by the PARTY OF THE FIRST PART shall not relieve the PARTY OF THE SECOND PART from any of its obligations or liabilities under this agreement nor shall such approval; create any contractual relations between the sub-contractor and the PARTY OF THE FIRST PART.
 06. That the PARTY OF THE SECOND PART shall finish the work/project within four hundred twenty (420) days from the day it is ordered commenced as herein above provided. In case the PARTY OF THE SECOND PART shall fail to finish the project within the time herein above stated, become insolvent, bankrupt, abandon or unduly delay the prosecution of the PARTY OF THE SECOND PART, or violate any terms and conditions of this Agreement, the PARTY OF THE FIRST PART may terminate the contract and take over the work/project. In such case, the PARTY OF THE FIRST PART may forfeit the bond and hold the PARTY OF THE SECOND PART liable for the excess of the expenses to be incurred by the PARTY OF THE FIRST PART in completing/finishing the project plus damages. The same rule applies in cases where the PARTY OF THE FIRST PART shall grant at its discretion, the PARTY OF THE SECOND PART extensions of time within which to comply with its obligations hereunder and shall fail to do so. The PARTY OF THE SECOND PART shall furthermore pay to the PARTY OF THE FIRST PART liquidated damages in the amount of 1/10 of 1% of the total contract cost minus the value of the completed portions of the contract certified by the government office concerned as usable as of the expiration of the contract time, for each calendar day of delay until the work is completed and accepted or take over by the Government.
- The rights and remedies herein provide shall not be exclusive of other rights and remedies of the PARTY OF THE FIRST PART may have against the PARTY OF THE SECOND PART by reason of this AGREEMENT;
07. That the PARTY OF THE FIRST PART, shall issue to the PARTY OF THE SECOND PART a written notice to commence work on the project after the completion of the signing of this contract;
 08. That the PARTY OF THE FIRST PART in its discretion and after inspection of the project made partial payments to the PARTY OF THE SECOND PART based on the percentage of work accomplished as certified by the City Engineer or his duly authorized representative. Except as provided for in Par. 6 and 9 hereof, full
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- 

payment shall be made to the PARTY OF THE SECOND PART and after the acceptance of the PARTY OF THE FIRST PART of the completed project.

09. The sum of 10% of the total amount due to the PARTY OF THE SECOND PART shall be retained from every progress payment due the latter until 50% of the value of the work done as determined by the PARTY OF THE FIRST PART are completed, which amount shall answer for any shrinkage or fault that may appear in the work/project within the period of sixty (60) days from the acceptance of the project. At the option of the PARTY OF THE FIRST PART, such retention may be released in favor of the PARTY OF THE SECOND PART upon full acceptance of the project provided that the PARTY OF THE SECOND PART shall post as irrevocable stand-by letter of credit in favor of the PARTY OF THE FIRST PART which shall substitute for the purpose for which 10% retention is intended.
10. That the PARTY OF THE SECOND PART shall assume full responsibility for the project from time the construction commenced up to final acceptance by the city government and shall be held responsible for any damage or destruction of the works except those occasioned by *force majeure*;
11. That the PARTY OF THE SECOND PART shall be fully responsible for the safety, protection, security and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by construction work and shall be required to put up warranty security in accordance with the form and schedule stipulated in Republic Act 9184 and its IRR-A.
12. After final acceptance of the project by the PARTY OF THE FIRST PART, the PARTY OF THE SECOND PART shall be held responsible for structural defects and/or failure of the completed project within the warranty periods stipulated in Section 62.2.2 (a, b and c) of Republic Act 9184 and its IRR-A from final acceptance, except those occasioned by *force majeure* and those caused by other parties
13. That the notarial expenses to be incurred in the execution of this project shall be borne by the PARTY OF THE SECOND PART;
14. That the parties hereto agree that all legal actions arising from this Agreement shall be brought before the proper courts of Batangas City.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22 day of MAR 22 2018 at Batangas City.

BATANGAS CITY GOVERNMENT
(Party of the First Part)

BEVERLEY ROSE A. DIMACUHA
City Mayor

BERTO LUCCI BUILDERS AND SUPPLY
(Party of the Second Part)

MYRNA D. LOYOLA
Contractor

SIGNED IN THE PRESENCE OF:

SHERRYL B. BOOL
Asst. City Accountant-OIC

ACKNOWLEDGEMENT

Republic of the Philippines)
Batangas City)S.S.

BEFORE ME, a NOTARY PUBLIC, appeared Mayor BEVERLEY ROSE A. DIMACUHA with Passport No. EB7552947 issued on March 5, 2013 and MYRNA D. LOYOLA with CTR No. 5217151 issued at Batangas City on January 8, 2018 known to me to be the same person who executed the following statement and they acknowledge to me that the same is their free and voluntary act and deed.

This statement which refers to a contract for REPAIR/REHABILITATION OF P. HERRERA STREET consists of three (3) pages including this page on which this acknowledgement is written signed by pages by both parties and their witnesses.

WITNESS MY HAND AND SEAL this MAR 22 2018 day of at Batangas City.

Doc. No. 120
Page No. 5
Book No. VI
Series of 2018

NOTARY PUBLIC
Eliseo G. Lontok
ELISEO G. LONTOK
NOTARY PUBLIC
UNTIL DEC 31 2019
CR NO. 5022702
BANGALANG BATAANGAS CITY
JAN 3, 2018
PLATE NO. VI-0003970
JAN 3, 2017
JAN 3, 2017-51

CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

A CONTRACT, made and entered into this 21 day of MAR 2018, by and between the CITY GOVERNMENT OF BATANGAS, herein represented by HON. BEVERLEY ROSE DIMACUHA, in his capacity as City Mayor of Batangas hereinafter called as the PARTY OF THE FIRST PART and P-SQUARE CONTRACTING AND SERVICES, herein represented by EDGARDO M. PUA, of legal age, Filipino and presently residing at Nueva Villa Subdivision, Alangilan, Batangas City, hereinafter called as the PARTY OF THE SECOND PART.

WITNESSETH THAT:

WHEREAS, the PARTY OF THE FIRST PART has offered for public bidding the CONTRACT for the REPAIR/REHABILITATION/ IMPROVEMENT OF VARIOUS ROAD AT ARCE, KUMINTANG ILAYA;

WHEREAS, the PARTY OF THE SECOND PART, being the lowest and the most capable bidder was awarded by the PARTY OF THE FIRST PART the right to undertake the aforesaid project;

NOW, THEREFORE, for and in the amount of THIRTEEN MILLION, TWO HUNDRED NINETY FIVE THOUSAND PESOS (Php 13,295,000.00) Philippine Currency to be paid by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART, the parties hereto have agreed as follows:

01. That the PARTY OF THE SECOND PART shall undertake the REPAIR/REHABILITATION/ IMPROVEMENT OF VARIOUS ROAD AT ARCE, KUMINTANG ILAYA;
 02. That the project shall be undertaken by the PARTY OF THE SECOND PART in accordance with the scope of works provided by the City Engineer's Office. No deviation therefore shall be permitted unless with the written consent of the PARTY OF THE FIRST PART. The PARTY OF THE FIRST PART or his duly authorized representative during the progress of work or project has the power to order from time to time the re-execution of any portion of work, which in its opinion does not comply with such plans, specifications, program of works and statement of conditions;
 03. That the PARTY OF THE SECOND PART hereby agrees to furnish a Performance Security in any of the forms stipulated in Section 39.1 of Republic Act 9184 and its IRR-A to guarantee the faithful performance of this contract and to answer for the liquidated damages and for any unpaid cost of labor and materials;
 04. That the PARTY OF THE SECOND PART shall furnish labor, materials, equipment and manpower in the prosecution of this project. In this case, the PARTY OF THE SECOND PART binds itself to give the first opportunity of employment to workers who are residents of barangay where the project shall be prosecuted;
 05. That the PARTY OF THE SECOND PART shall not cede, transfer, sub-contract or assign this contract to any interested therein without the written consent of the PARTY OF THE FIRST PART. The approval of the sub-contract by the PARTY OF THE FIRST PART shall not relieve the PARTY OF THE SECOND PART from any of its obligations or liabilities under this agreement nor shall such approval; create any contractual relations between the sub-contractor and the PARTY OF THE FIRST PART.
 06. That the PARTY OF THE SECOND PART shall finish the work/project within **two hundred forty (240) days** from the day it is ordered commenced as herein above provided. In case the PARTY OF THE SECOND PART shall fail to finish the project within the time herein above stated, become insolvent, bankrupt, abandon or unduly delay the prosecution of the PARTY OF THE SECOND PART, or violate any terms and conditions of this Agreement, the PARTY OF THE FIRST PART may terminate the contract and take over the work/project. In such case, the PARTY OF THE FIRST PART may forfeit the bond and hold the PARTY OF THE SECOND PART liable for the excess of the expenses to be incurred by the PARTY OF THE FIRST PART in completing/finishing the project plus damages. The same rule applies in cases where the PARTY OF THE FIRST PART shall grant at its discretion, the PARTY OF THE SECOND PART extensions of time within which to comply with its obligations hereunder and shall fail to do so. The PARTY OF THE SECOND PART shall furthermore pay to the PARTY OF THE FIRST PART liquidated damages in the amount of 1/10 of 1% of the total contract cost minus the value of the completed portions of the contract certified by the government office concerned as usable as of the expiration of the contract time, for each calendar day of delay until the work is completed and accepted or take over by the Government.
- The rights and remedies herein provide shall not be exclusive of other rights and remedies of the PARTY OF THE FIRST PART may have against the PARTY OF THE SECOND PART by reason of this AGREEMENT;
07. That the PARTY OF THE FIRST PART, shall issue to the PARTY OF THE SECOND PART a written notice to commence work on the project after the completion of the signing of this contract;
 08. That the PARTY OF THE FIRST PART in its discretion and after inspection of the project made partial payments to the PARTY OF THE SECOND PART based on the percentage of work accomplished as certified by the City Engineer or his duly authorized representative. Except as provided for in Par. 6 and 9 hereof, full

payment shall be made to the PARTY OF THE SECOND PART and after the acceptance of the PARTY OF THE FIRST PART of the completed project.

09. The sum of 10% of the total amount due to the PARTY OF THE SECOND PART shall be retained from every progress payment due the latter until 50% of the value of the work done as determined by the PARTY OF THE FIRST PART are completed, which amount shall answer for any shrinkage or fault that may appear in the work/project within the period of sixty (60) days from the acceptance of the project. At the option of the PARTY OF THE FIRST PART, such retention may be released in favor of the PARTY OF THE SECOND PART upon full acceptance of the project provided that the PARTY OF THE SECOND PART shall post as irrevocable stand-by letter of credit in favor of the PARTY OF THE FIRST PART which shall substitute for the purpose for which 10% retention is intended.
10. That the PARTY OF THE SECOND PART shall assume full responsibility for the project from time the construction commenced up to final acceptance by the city government and shall be held responsible for any damage or destruction of the works except those occasioned by *force majeure*;
11. That the PARTY OF THE SECOND PART shall be fully responsible for the safety, protection, security and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by construction work and shall be required to put up warranty security in accordance with the form and schedule stipulated in Republic Act 9184 and its IRR-A.
12. After final acceptance of the project by the PARTY OF THE FIRST PART, the PARTY OF THE SECOND PART shall be held responsible for structural defects and/or failure of the completed project within the warranty periods stipulated in Section 62.2.2 (a, b and c) of Republic Act 9184 and its IRR-A from final acceptance, except those occasioned by *force majeure* and those caused by other parties
13. That the notarial expenses to be incurred in the execution of this project shall be borne by the PARTY OF THE SECOND PART;
14. That the parties hereto agree that all legal actions arising from this Agreement shall be brought before the proper courts of Batangas City.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 21 day of MAR 2018
at Batangas City.

BATANGAS CITY GOVERNMENT
(Party of the First Part)

BEVERLEY ROSE A. DI MACUHA
City Mayor

P-SQUARE CONTRACTING AND SERVICES
(Party of the Second Part)

EDGARDO M. PUA
Contractor

SIGNED IN THE PRESENCE OF:

SHERRYL B. BOOL
Asst. City Accountant -OIC

⑦

ACKNOWLEDGEMENT


Republic of the Philippines)
Batangas City)S.S.

BEFORE ME, a NOTARY PUBLIC, appeared Mayor BEVERLEY ROSE A. DIMACUHA with Passport No. EB7552947 issued on March 5, 2013 and EDGARDO M. PUA with CTR No. 1507307 issued at Ibaan, Batangas on January 8, 2018 known to me to be the same person who executed the following statement and they acknowledge to me that the same is their free and voluntary act and deed.

This statement which refers to a contract for the REPAIR/REHABILITATION/ IMPROVEMENT OF VARIOUS ROAD AT ARCE, KUMINTANG ILAYA consists of three (3) pages including this page on which this acknowledgement is written signed by pages by both parties and their witnesses.

WITNESS MY HAND AND SEAL this _____ day of 21 MAR 2018, at Batangas City.

Doc. No. 165
Page No. 35
Book No. 01
Series of 2018


ATTY. ILUMINADO D. CUEVAS, CPA
Notary Public
Until December 31, 2019
Under Admin. Matter No. 2017-24
Batangas City, Kumintang Ibaba, Batangas City
Roll No. 35085/27 May 1988
PTR No. 3019048/1-3-18/Bats. City
BP No. 1065656/1-3-18/Bats. City
TIN-129-591-179-000
MCLE V#0007324/04-21-15

1/1/18
and
H

CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

A CONTRACT, made and entered into this day of MAR 22 2018, by and between the CITY GOVERNMENT OF BATANGAS, herein represented by HON. BEVERLEY ROSE A. DIMACUHA, in her capacity as City Mayor of Batangas hereinafter called as the PARTY OF THE FIRST PART and VICMAR CONSTRUCTION, INC., herein represented by EUGENE S. MORENO, of legal age, Filipino and presently residing at Calicanto, Batangas City, hereinafter called as the PARTY OF THE SECOND PART.

WITNESSETH THAT:

WHEREAS, the PARTY OF THE FIRST PART has offered for public bidding the CONTRACT for the ASPHALT OVERLAY OF VARIOUS CITY ROADS;

WHEREAS, the PARTY OF THE SECOND PART, being the lowest and the most capable bidder was awarded by the PARTY OF THE FIRST PART the right to undertake the aforesaid project;

NOW, THEREFORE, for and in the amount of EIGHTY MILLION, SIX HUNDRED NINETY THREE THOUSAND, SIX HUNDRED EIGHTY PESOS (Php 80,693,680.00) Philippine Currency to be paid by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART, the parties hereto have agreed as follows:

01. That the PARTY OF THE SECOND PART shall undertake the ASPHALT OVERLAY OF VARIOUS CITY ROADS;
02. That the project shall be undertaken by the PARTY OF THE SECOND PART in accordance with the scope of works provided by the City Engineer's Office. No deviation therefore shall be permitted unless with the written consent of the PARTY OF THE FIRST PART. The PARTY OF THE FIRST PART or his duly authorized representative during the progress of work or project has the power to order from time to time the re-execution of any portion of work, which in its opinion does not comply with such plans, specifications, program of works and statement of conditions;
03. That the PARTY OF THE SECOND PART hereby agrees to furnish a Performance Security in any of the forms stipulated in Section 39.1 of Republic Act 9184 and its IRR-A to guarantee the faithful performance of this contract and to answer for the liquidated damages and for any unpaid cost of labor and materials;
04. That the PARTY OF THE SECOND PART shall furnish labor, materials, equipment and manpower in the prosecution of this project. In this case, the PARTY OF THE SECOND PART binds itself to give the first opportunity of employment to workers who are residents of barangay where the project shall be prosecuted;
05. That the PARTY OF THE SECOND PART shall not cede, transfer, sub-contract or assign this contract to any interested therein without the written consent of the PARTY OF THE FIRST PART. The approval of the sub-contract by the PARTY OF THE FIRST PART shall not relieve the PARTY OF THE SECOND PART from any of its obligations or liabilities under this agreement nor shall such approval; create any contractual relations between the sub-contractor and the PARTY OF THE FIRST PART.
06. That the PARTY OF THE SECOND PART shall finish the work/project within **one hundred eighty (180) days** from the day it is ordered commenced as herein above provided. In case the PARTY OF THE SECOND PART shall fail to finish the project within the time herein above stated, become insolvent, bankrupt, abandon or unduly delay the prosecution of the PARTY OF THE SECOND PART, or violate any terms and conditions of this Agreement, the PARTY OF THE FIRST PART may terminate the contract and take over the work/project. In such case, the PARTY OF THE FIRST PART may forfeit the bond and hold the PARTY OF THE SECOND PART liable for the excess of the expenses to be incurred by the PARTY OF THE FIRST PART in completing/finishing the project plus damages. The same rule applies in cases where the PARTY OF THE FIRST PART shall grant at its discretion, the PARTY OF THE SECOND PART extensions of time within which to comply with its obligations hereunder and shall fail to do so. The PARTY OF THE SECOND PART shall furthermore pay to the PARTY OF THE FIRST PART liquidated damages in the amount of 1/10 of 1% of the total contract cost minus the value of the completed portions of the contract certified by the government office concerned as usable as of the expiration of the contract time, for each calendar day of delay until the work is completed and accepted or take over by the Government.

The rights and remedies herein provide shall not be exclusive of other rights and remedies of the PARTY OF THE FIRST PART may have against the PARTY OF THE SECOND PART by reason of this AGREEMENT;
07. That the PARTY OF THE FIRST PART, shall issue to the PARTY OF THE SECOND PART a written notice to commence work on the project after the completion of the signing of this contract;
08. That the PARTY OF THE FIRST PART in its discretion and after inspection of the project made partial payments to the PARTY OF THE SECOND PART based on the percentage of work accomplished as certified by the City Engineer or his duly authorized representative. Except as provided for in Par. 6 and 9 hereof, full

- payment shall be made to the PARTY OF THE SECOND PART and after the acceptance of the PARTY OF THE FIRST PART of the completed project.
09. The sum of 10% of the total amount due to the PARTY OF THE SECOND PART shall be retained from every progress payment due the latter until 50% of the value of the work done as determined by the PARTY OF THE FIRST PART are completed, which amount shall answer for any shrinkage or fault that may appear in the work/project within the period of sixty (60) days from the acceptance of the project. At the option of the PARTY OF THE FIRST PART, such retention may be released in favor of the PARTY OF THE SECOND PART upon full acceptance of the project provided that the PARTY OF THE SECOND PART shall post as irrevocable stand-by letter of credit in favor of the PARTY OF THE FIRST PART which shall substitute for the purpose for which 10% retention is intended.
10. That the PARTY OF THE SECOND PART shall assume full responsibility for the project from time the construction commenced up to final acceptance by the city government and shall be held responsible for any damage or destruction of the works except those occasioned by *force majeure*;
11. That the PARTY OF THE SECOND PART shall be fully responsible for the safety, protection, security and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by construction work and shall be required to put up warranty security in accordance with the form and schedule stipulated in Republic Act 9184 and its IRR-A.
12. After final acceptance of the project by the PARTY OF THE FIRST PART, the PARTY OF THE SECOND PART shall be held responsible for structural defects and/or failure of the completed project within the warranty periods stipulated in Section 62.2.2 (a, b and c) of Republic Act 9184 and its IRR-A from final acceptance, except those occasioned by *force majeure* and those caused by other parties
13. That the notarial expenses to be incurred in the execution of this project shall be borne by the PARTY OF THE SECOND PART;
14. That the parties hereto agree that all legal actions arising from this Agreement shall be brought before the proper courts of Batangas City.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of MAR 22 2018
at Batangas City.

BATANGAS CITY GOVERNMENT
(Party of the First Part)

BEVERLEY ROSE A. DIMACUHA
City Mayor

VICMAR CONSTRUCTION, INC.
(Party of the Second Part)

EUGENE S. MORENO
Contractor

SIGNED IN THE PRESENCE OF:

SHERRYL B. BOOL
Asst. City Accountant -OIC

ACKNOWLEDGEMENT

Republic of the Philippines)
Batangas City)S.S.

BEFORE ME, a NOTARY PUBLIC, appeared Mayor BEVERLEY ROSE A. DIMACUHA with Passport No. EB7552947 issued on March 5, 2013 and EUGENE S. MORENO with CTR No. 02037967 issued at Calaca, Batangas on January 8, 2018 known to me to be the same person who executed the following statement and they acknowledge to me that the same is their free and voluntary act and deed.

This statement which refers to a contract for ASPHALT OVERLAY OF VARIOUS CITY ROADS consists of three (3) pages including this page on which this acknowledgement is written signed by pages by both parties and their witnesses.

WITNESS MY HAND AND SEAL this _____ day of MAR 22 2018 at Batangas City.

Doc. No. 756
Page No. 152
Book No. XLV11
Series of 2018

Elisen G. Lontok
ELISEN G. LONTOK
NOTARY PUBLIC
UNTIL DEC. 31, 2019
PTR NO. 3022702
ISSUED AT BATANGAS CITY
ISSUED ON JAN. 3, 2018
MCLE COMPLIANCE NO. VI-0003978
ISSUED BY OCT. 11, 2017
NOTARIAL COMMISSION NO. 2017-51