

Republic of the Philippines
Province of Cebu
Municipality of Moalboal

NOTICE TO PROCEED

March 11, 2022

RCV VILLAMOR CONSTRUCTION
Cogon West, Carmen, Cebu

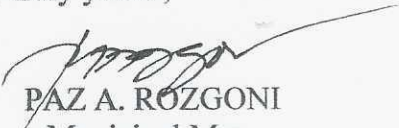
Dear Sir or Madam:

The attached Contract having been approved , notice is hereby given to RCV Villamor Construction that work may proceed on the project ; Improvement of Fish and Meat Market and Construction of Fruit and Barbecue Stand.

Upon receipt of this notice , you are responsible for performing the services under the terms and conditions of the agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Municipality of Moalboal.

Very truly yours ,


PAZ A. ROZGONI
Municipal Mayor

I acknowledge receipt of this Notice on _____

Name of the Representative of the Bidder : 3-14-22

Authorized Signature :  _____



CONTRACT AND AGREEMENT

for the (IMPROVEMENT OF FISH AND MEAT MARKET, AND CONSTRUCTION OF
FRUIT AND BARBECUE STAND)

KNOWN TO MEN BY THESE PRESENTS:

This contract made and entered into this 9th day of March, 2022 at Moalboal, Cebu

by and between

The REPUBLIC OF THE PHILIPPINES/(Municipality of Moalboal) represented herein
by PAZ A. ROZGONI, Municipal Mayor with office address at Poblacion East , Moalboal,
Cebu as the PARTY OF FIRST PART, herein after called the EMPLOYER duly authorized for
this purpose,

and

RCV VILLAMOR CONSTRUCTION, a construction firm existing by virtue of the
Laws of the Republic of the Philippines with office address at Cogon West, Carmen, Cebu City
represented by REX CHRISTIAN V. VILLAMOR, proprietor who has been authorized for this
purpose as the PARTY OF SECOND PART herein after called the CONTRACTOR.

WITNESSTH

WHEREAS, the EMPLOYER is desirous that the certain WORKS should be executed by
the CONTRACTOR, viz : Improvement of Fish and Meat Market, and Construction of Fruit
and Barbecue Stand and has accepted the OFFER of the CONTRACTOR for the execution and
completion of such WORKS and the remedying of any defects therein;

WHEREAS, the above mentioned project has been undertaken through a CONTRACT
pursuant to Section 53.4 of R.A. 9184;

WHEREAS, the total amount of award for completion of the WORKS is to ONE
MILLION NINE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED FORTY-
SEVEN PESOS & 97/00 (Php 1,999,747.97) ;

WHEREAS, the whole WORKS in this PROJECT as covered by this CONTRACT shall
be completed within one hundred twenty (120) calendar days in accordance with the provision of
Bid Documents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in this Contract Agreement, words and expressions shall have the same
meanings as are respectively assigned to them in the Conditions of Contract
hereafter referred to;
2. That the following documents shall be deemed to form and be read and
construed as part of this Agreement, viz;
 - a. The Bid Form accomplished and submitted by the Contractor including
the following annexes;
 - i. Authority of the Signing Official
 - ii. Bid Prices in the Bill of Quantities
 - iii. Detailed Estimates
 - iv. Construction Schedule
 - v. Construction Methods

RCV VILLAMOR CONSTRUCTION
By:

REX CHRISTIAN V. VILLAMOR
Proprietor

ASUNCION D. PALMITOS
MPDC
(Witness)

NOEL C. GRENGIA
Municipal Engineer
(Witness)

Republic of the Philippines
Municipality of Moalboal, Cebu
By:

PAZ A. ROZGONI
Municipal Mayor

- vii. Manpower Schedule
- viii. Equipment Utilization Schedule
- ix. Cash Flow and Payments Schedule
- x. Certificate of Site Inspection
- xi. Supplementary PQ Statement per D.O # 8 s.1991

- b. Contract Agreement
 - c. Conditions of Contracts
 - d. Drawings / Plans
 - e. Invitation to Bid
 - f. Specification
 - g. Instruction to Bidders
 - h. Addenda
 - i. Performance Bond
 - j. Pre-qualification and Post qualification statements
 - k. Certificate of Cash Deposit for Operating Expenses
 - l. Notice of Award to Contractor and Contractor's Conforme thereto
 - m. Contractor's All Risk Insurance (if applicable)
 - n. Other pertinent documents as may be required
3. That in consideration of the Payments to be made by the EMPLOYER to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the EMPLOYER to execute and complete the WORKS and remedy any defects therein in conformity in all respects with the provisions of this CONTRACT.
4. That the EMPLOYER hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the WORKS at the unit prices agreed in the TENDER, at the time in the manner prescribed by the CONTRACT and specified in the BID. It is understood that the quantities listed in the PROPOSAL do not govern final payment, hence payment to the CONTRACTOR will be made only for actual quantities of contract items performed in accordance with the plans and specifications and accepted by the EMPLOYER.

The following items and quantities are included in the scope of work:

Improvement of Fish and Meat Market and Construction of Fruit and Barbecue Stand

Scope of Work

Amount

A. Improvement of Fish and Meat Market		
I. Roofing and Framing	49.61%	992,013.75
II. Painting	2.35%	47,046.56
III. Gutter and Spouts	1.78%	35,490.00
B. Construction of Fruit Stand		
I. Footings and Columns	6.98%	139,630.31
II. Wall Footing and CHB Walling	5.15%	103,046.34
III. Roofing and Framing	4.57%	91,373.63
IV. Flooring	1.66%	33,281.06
V. Doors and Windows	2.87%	57,405.47
VI. Painting	0.85%	16,891.88
VII. Electrical	1.98%	39,637.50

C. Construction of Barbecue Stand

I. Footings and Columns	6.06%	121,196.25
II. Wall Footing and CHB Walling	4.48%	89,611.59
III. Roofing and Framing	3.74%	74,786.25
IV. Flooring	1.50%	30,006.38
V. Sink	0.52%	10,430.44
VI. Doors and Windows	1.94%	38,783.06
VII. Painting	0.74%	14,857.50
VIII. Water Supply	1.33%	26,551.88
IX. Electrical	<u>1.89%</u>	<u>37,708.13</u>
	100.00%	1,999,747.37

RCV VILLAMOR CONSTRUCTION

By:

REX CHRISTIAN V. VILLAMOR
Proprietor

ASUNCION D. PALMITOS
MPDC
(Witness)

NOEL C. GRENGIA
Municipal Engineer
(Witness)

Where

- The implementing Rules and Regulations of the amended P.D. 1594, P.D. 1759, other existing laws, decrees, executive and administrative orders, circulars issued by proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contracts adopted and approved by the Government, shall be made and formed as Integral part of the Contract
- That this CONTRACT shall not take effect until the CONTRACTOR has furnished and delivered to the EMPLOYER in the form and amount as required in the Instruction to Bidders.
- In case the CONTRACTOR refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the CONTRACT, the CONTRACTOR shall pay the GOVERNMENT for liquidated damages, and not by way of penalty, an amount to be determined for each calendar day of delay, until the work is completed and accepted or taken over by the Government.

$$TLD = VUUP \times [(1+OCC)^n - 1] \times K$$

$$VUUP = TCP - VCUP$$

TLD = Total liquidated Damages, in pesos

VUUP = Value of the Uncompleted and Unusable Portion of the contract work, as of the expiry date of the contract, in pesos

TCP = Total Contract Prices, in pesos

VCUP = Value of the Completed and Unusable portions of the contract work, as of the expiry date of the contract, in pesos

OCC = prevailing opportunity cost of capital for government projects set by NEDA, which is currently pegged at 15%

n = total number years that the contract work is delayed after the expiry date of the contract

K = adjustment factor to cover additional losses

$$= 1 + C + (I \times n)$$

C = cost of construction supervision as a percentage, not exceeding 10% of construction cost

i = annual inflation rate


Republic of the Philippines
Municipality of Moalboal, Cebu


By:


PAZ A. ROZGONI
Municipal Mayor

By:

By: 
 REX CHRISTIAN V. VILLAMOR
 Proprietor


 ASUNCION D. PALMITOS
 MPDC
 (Witness)


 NOEL C. GRENGIA
 Municipal Engineer
 (Witness)

Republic of the Philippines
 Municipality of Moalboal, Cebu
 by: 
 PAZ A. ALGONI
 Municipal Mayor

8. In case the CONTRACTOR lags behind schedule in his work and incurs 15% or more negative slippage, based on his approved PERT/CPM, the Municipal Mayor may, at his discretion, terminate or rescind the contact pursuant to existing laws, rules and regulations.
9. The provision of RA 6685 as implemented by Department Order No. 51, series of 1990 in hereby incorporated as part of this CONTRACT.
10. The CONTRACTOR shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare , compensation for injuries, minimum wages, hours of labor and other labor laws as per Ministry Order No. 9 series of 1981.
11. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employee of the EMPLOYER (or any Philippine Government Instrumentality) to secure this CONTRACT.
12. The Joints Guidelines on Change Orders, Extra Works Orders, Etc. as provided under the pertinent provisions of the Implementing Rules and Guidelines of the RA 9184 as amended are hereby incorporated as part on this CONTRACT.
13. Within a period of twelve (12) moths after completion and final acceptance of the PROJECT, the CONTRACTOR, shall remain liable for any damages or defects discovered on the works due to faulty construction or the use of materials of inferior quality or violation of terms of the CONTRACT.
14. That the warranty of the project including its warranty securities shall govern by Section 62 of R.A. 9184.
15. This CONTRACT becomes binding and valid upon approval by the proper authorities.

IN WITNESS WHEREOF, the parties hereto set their respective hands on the day, month and year first above written.

MUNICIPALITY OF MOALBOAL


RCV VILLAMOR CONSTRUCTION

(PARTY OF FIRST PART)

(PARTY OF SECOND PART)

BY:


BY:



PAZ A. ROZGONI
Municipal Mayor



REX CHRISTIAN V. VILLAMOR
Proprietor




NOEL C. GRENGIA
Municipal Engineer
(Witness)



ASUNCION D. PALMITOS
MPDC
(Witness)

Approved this 9th day of March, 2022

APPROVED :



PAZ A. ROZGONI
Municipal Mayor

