

Republic of the Philippines  
Province of Cebu  
Municipality of Moalboal

**NOTICE TO PROCEED**

March 18, 2022

ST. BERNARDINE CONSTRUCTION AND ENTERPRISES  
6I P. Almendras Extension Brgy. Kasambagan  
Cebu City


Dear Sir or Madam:

The attached Contract Agreement having been approved , notice is hereby given to ST. BERNARDINE CONSTRUCTION AND ENTERPRISES that work may proceed on the project ; Water Supply for New Slaughterhouse.

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 : GEMMA P. LABORDO

Authorized Signature :  \_\_\_\_\_

# CONTRACT AND AGREEMENT

for the (Water Supply for New Slaughterhouse)

KNOWN TO MEN BY THESE PRESENTS:

This contract made and entered into this 15<sup>th</sup> 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

ST. BERNARDINE CONSTRUCTION AND ENTERPRISES, 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 GEMMA P. LABORDO, Manager who has been authorized for this purpose as the PARTY OF SECOND PART herein after called the CONTRACTOR.

WITNESSETH

WHEREAS, the EMPLOYER is desirous that the certain WORKS should be executed by the CONTRACTOR, viz. : Water Supply for New Slaughterhouse 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 ONE HUNDRED EIGHTY-NINE THOUSAND NINE HUNDRED FIFTY-FIVE PESOS & 22/00 (Php 1,189,955.82);

WHEREAS, the whole WORKS in this PROJECT as covered by this CONTRACT shall be completed within ninety (90) 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
    - vi. Project Organization Chart
    - vii. Manpower Schedule

ST. BERNARDINE CONSTRUCTION & ENTERPRISES

By:

GEMMA P. LABORDO  
Manager

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



PAZ A. ROZGONI  
Municipal Mayor

NOEL C. GRENGIA  
Municipal Engineer  
(Witness)

ASUNCION D. PALMITOS  
MPDC  
(Witness)

GEMMA J. LABORDO  
Manager

ST. BERNARDINE CONSTRUCTION & ENTERPRISES

By:

- 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:

#### Water Supply for New Slaughterhouse

Scope of Work		Amount
I. Excavation	2.05%	24,411.41
II. Footings & Concrete Pedestal	9.49%	112,881.12
III. Water Tank Strand & Ladder	25.62%	304,820.47
IV. Water Pipeline/plumbing Works	62.05%	738,404.83
V. Equipment Rental	0.79%	9,437.40
	100.00%	1,189,955.22

5. 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

PAZ A. ROZGONI  
Municipal Mayor

NOEL C. GRENGIA  
Municipal Engineer  
(Witness)

ASUNCION D. PALMITOS  
MPDC  
(Witness)

ST. BERNARDINE CONSTRUCTION & ENTERPRISES  
By:

GEMMA P. LABORDO  
Manager

Where

6. 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.
7. 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
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 contract 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


ST. BERNARDINE CONSTRUCTION  
AND ENTERPRISES

(PARTY OF FIRST PART)

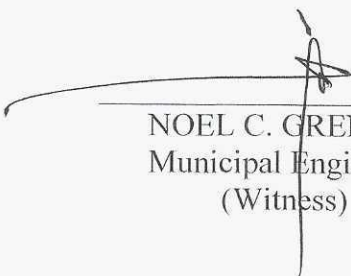
(PARTY OF SECOND PART)

BY:

BY:

  
\_\_\_\_\_  
PAZ A. ROZGONI  
Municipal Mayor

  
\_\_\_\_\_  
GEMMA P. LABORDO  
Manager

  
\_\_\_\_\_  
NOEL C. GRENGIA  
Municipal Engineer  
(Witness)

  
\_\_\_\_\_  
ASUNCION D. PALMITOS  
MPDC  
(Witness)

Approved this 15<sup>th</sup> day of March, 2022.

APPROVED :

  
\_\_\_\_\_  
PAZ A. ROZGONI  
Municipal Mayor

For the (Water Supply for New Slaughterhouse)

REPUBLIC OF THE PHILIPPINES)  
CEBU CITY )S.S

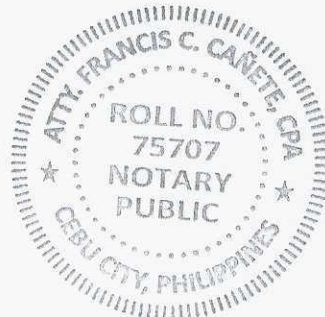
ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the City of Cebu, personally appeared PAZ A. ROZGONI, Municipal Mayor, representing the Municipality of Moalboal, Cebu with Residence Certificate No. 24151929 issued on January 14, 2022 and GEMMA P. LABORDO, Manager, representing ST. BERNARDINE CONSTRUCTION AND ENTERPRISES with Residence Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ known to me to be the same persons who executed the foregoing CONTRACT and AGREEMENT and they acknowledge to me that the same is their true act and deed and in behalf of the parties they represented.

This instrument consist of five (5) pages, including this page, on which this acknowledgement is written duly signed by the contracting parties and their witness on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my signature and Official Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public



ATTY. FRANCIS C. CAÑETE, CPA  
Notary Public for and in the City of Cebu  
Notarial Commission No. 002-21 valid until December 31, 2022  
Roll of Attorneys No. 75707  
IBP No. 168955, 12/31/2021, Cebu  
PTR No. 3491298, 01/10/2022, Cebu City  
MCLE Compliance No. VII-0003001 valid until April 14, 2025  
5th Floor, Skyrise 2, I. Villa Street, Cebu IT Park, Lahug, Cebu City

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