

**AMENDED CONTRACT FOR THE REPAIR AND REHABILITATION
OF THE DEPARTMENT OF THE INTERIOR AND
LOCAL GOVERNMENT REGIONAL OFFICE NO. I BUILDING**

This contract made, entered and executed this 20th of June, 2017, by and between:

The DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT REGIONAL OFFICE 1, with office address at Aguila Road, Sevilla, City of San Fernando, La Union represented by DIR. JAMES F. FADRILAN, CESO IV, Regional Director and herein referred to as the CLIENT,

- AND -

ASS CONSTRUCTION, an entity organized and existing under and by virtue of the laws of the Philippines with office address at #96 Callejon Street, Pogo Chico, Dagupan City, represented herein by MR. ALBERTO S. SISON, Owner/Manager and herein referred to as the CONTRACTOR.

1. INTERPRETATION OF CONTRACT

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. PURPOSE AND DATE OF CONTRACT

This contract is entered into for the purpose of REPAIR and REHABILITATION of the DILG Regional Office I building.

The repair and rehabilitation shall start on or before March 27, 2017 and shall end on August 31, 2017 or for a period of One Hundred Sixty Five (165) days.

3. AMOUNT OF CONTRACT

The Client is desirous that the Contractor execute the Repair and Rehabilitation of the DILG RO 1 building at Aguila Road, Sevilla, City of San Fernando, La Union (hereinafter called the "WORKS") and the Client has accepted the Bid for Eleven Million One Hundred Eighty Six Thousand Six Hundred Twenty Pesos and Six Centavos (Php 11,186,620.06) by the Contractor for the execution and completion of such works and the remedying of any defects therein;

4. MANNER OF PAYMENT (PROGRESS BILLING)

That the CLIENT shall pay the contractor in three (3) tranches based on the submitted Statement of Work Accomplished and Inspection Reports with

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reference to the submitted PERT/CPM duly approved by the CLIENT and subject to the usual accounting rules and regulations.

In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

5. NECESSARY DOCUMENTS:

The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:

- a. General and Special Conditions of Contract;
- b. Drawings/Plans;
- c. Specifications;
- d. Invitation to Bid;
- e. Instructions to Bidders;
- f. Bid Data Sheet;
- g. Addenda and/or Supplemental Bid Bulletins, if any;
- h. Bid Form, including all documents/statements contained in the Bidder's bidding envelopes and all other documents submitted;
- i. Eligibility requirements, documents and/or statements;
- j. Performance Security;
- k. Notice of award of Contract and the Bidder's conforme thereto;
- l. Construction Schedule and S-curve;
- m. Manpower Schedule;
- n. Construction Method;
- o. Equipment utilization schedule;
- p. Construction Safety and Health Program approve by DOLE;
- q. PERT/CPM or other acceptable tools of project scheduling for infrastructure project;
- r. Other contract documents that may be required by existing laws and/or the Client.

6. CONTRACTOR'S RESPONSIBILITIES

The Contractor will supervise and be solely responsible for all construction means, methods, techniques and procedures for the Work. Unless specifically agreed in writing, the Contractor will provide and pay for all labor, materials, equipment, tools, construction equipment and machinery transportation and other facilities and services necessary for execution and completion of Work.

The Contractor commits to adhere and undertake the following agreements with the Client:

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- a. All workers should wear appropriate working uniform duly provided by the Contractor with ID;
- b. No loitering around the office premises. Worker is limited within the work area;
- c. Proper use or wearing of Personal Protective Equipment (PPE) appropriate to the nature of work shall always be observed.
- d. Provide body harness for any activity six (6) feet above the ground and other safety measures necessary in the completion of the work;
- e. Contractor can use the electricity of the Client for the Works but shall pay the excess amount of the average electric bill for the last three (3) months;
- f. Strictly "No Smoking" within the area at all times;
- g. Provide a standby one (1) unit 20 pound fire extinguisher;
- h. Provide logbook for the guardhouse; workers to register and be checked by guard in and out of the office premises;
- i. Provide First Aid Kit;
- j. Assist the DILG in relocating the office equipment;
- k. Perform everyday housekeeping (30minutes before the end of a day work);
- l. Dump its weekly supply or materials within the office premises and shall remove waste material or debris accumulated during the implementation of the work;
- m. Allowed to work overtime on weekdays and on Saturdays, Sundays and Holidays with the written approval of the Client.
- n. It will keep the Site premises free from the accumulation of waste and rubbish caused by the Work and, upon completion of the Work, will remove all its waste material from the Project as well as of its tools, equipment and surplus materials.

7. ACCESS TO THE CONSTRUCTION SITE

The Client or its duly authorized representative shall have access to the project site for inspection pursuant to DILG Regional Order No. 2017 – 103, dated March 10, 2017.

- ✓ The Inspection team shall have no right to negotiate with the Contractor in behalf of the Client but only to inspect the implementation of this contract and the implementation of the program of works. Any representative of the Contractor shall have no business to deal with the inspection team. Any report which shall be prejudicial to the work or for both parties shall be resolved by the head of the Client and the Client of the Contractor or their duly authorized representatives.

8. QUALITY OF WORK AND DECLARATION OF WARRANTIES

The Contractor will complete the Work according to the plans, specifications and other documents that comprise this contract. Upon substantial completion of the work, all works that in the Client's reasonable opinion is not yet complete or which fails to meet contract requirements will be specified in a report executed and will be promptly corrected by the Contractor, and all costs or damages to other portions of the project resulting from such defective work or correction thereof will be paid by the Contractor.

The Contractor warrants that all of the materials used in performing the Work will be new unless otherwise specified and that all Work will be of good quality and in conformance with applicable building codes and laws.

The Contractor warrants that the work will be free from defects in materials and workmanship for a period of One (1) Year from the date of the acceptance of the Client. The Contractor will obtain for the Client's benefits and assign to the Client, all manufacturer's warranties applicable to materials or equipment installed by the contractor or any of its subcontractors.

Any variation orders requested by the Client to the Contractor shall be of no effect unless reduced in writing.

9. AUTHORIZED DELAY CONDITIONS

The Contractor is responsible to notify in writing, the Client for the occurrence of Unforeseen Events which will cause the delay of the completion of the Work. Such cause will be authorized provided that the delay shall not exceed thirty (30) days upon receipt by the Client of the said notice.

10. DISPUTE RESOLUTION

10.1 Any dispute arising from the terms and conditions of this contract shall be amicably settled by the parties concerned. However, in the event that no settlement reached by the parties, a suit shall be filed in court of City of San Fernando, La Union for the enforcement of this Contract.

10.2 In case of breach of this Contract, **the Contractor shall pay the amount of liquidated damages which shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of Contract, the Client may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.**

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11. ANY DOCUMENTS/LICENSE REQUIRED BY LOCAL GOVERNMENT UNIT

The Contractor will comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over performance of the Work.

Any license/permits or any documents necessary for the implementation of this program of work and for this contract shall be the sole responsibility of the Contractor. In the event that the contractor fails to secure or comply with the requirements of the LGU concerned, the Client shall be the one to comply at the expense of the Contractor. In such case, the Contractor shall pay the cost in favor of the Client.

IN WITNESS WHEREOF, the parties through their respective representatives, hereunto voluntarily set their hands this 20th of June, 2017 at City of San Fernando, La Union, Philippines.


**DEPARTMENT OF THE INTERIOR
& LOCAL GOVERNMENT RO 1**

ASS CONSTRUCTION

By:

By:


JAMES F. FADRILAN, CESO IV
Regional Director


ALBERTO S. SISON
Owner/Manager


ALICIA C. BANG-OA
CHIEF, FAD

WITNESSES:


ADELINA MAE A. UNORIA

FUNDS AVAILABLE


SETY ZORAYDA S. PEREZ
Regional Accountant

