

payment of Price Escalation on infrastructure contract adopted and approved by the Government, shall be made and formed as Integral part of the CONTRACT.

6. That the CONTRACT shall not effect until the CONTRACTOR has furnished and delivered to the OWNER a Performance Bond that is fully acceptable to the OWNER 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 the penalty, an amount equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay until the work is completed and accepted or taken over by the Government.
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 OWNER may, at his discretion, terminate the contract pursuant to existing laws, rules and regulations.
9. The contractor shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare as per Memorandum of Regional Director dated April 03, 2001 Governing Occupational Safety and Health in the Construction Industry as per D.O. #13s-1998 of DOLE.
10. That the CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employee of the OWNER (or any Philippine Government instrumentality) to secure this CONTRACT.
11. The Joint Guidelines on Change Order, Extra Work, etc. as provided under pertinent provisions of the Implementing Rules and Regulations (IRR) of RA 9184 are hereby incorporated as part of this CONTRACT.
12. It is the responsibility of the CONTRACTOR to be held liable for the structural defects and damages within the warranty period prescribed under Section 62 of IRR of RA 9184.
13. If any dispute or difference of any kind whatsoever arises between the OWNER, or the ENGINEER and the CONTRACTOR in connection with or arising out of the CONTRACT, or carrying out of the WORKS, it shall first be referred to and settled by the ENGINEER. However, if the decision of the ENGINEER is not satisfactorily either to the OWNER or the CONTRACTOR, such dispute may be submitted to and settled by the Construction Industry Arbitration Commission (CIAC) created by Executive Order No. 1088.
14. This agreement becomes binding and valid upon approval by the proper authorities.

IN WITNESS THEREOF, the PARTIES aforesaid have hereunto affixed their signing on the date first above written.

For and In-behalf of:

**THE CONTRACTOR**

Signed, Sealed and Delivered  
by:



**JOSEPH F. CO**

Contractor  
Ameq Construction & Supply

**THE OWNER**

Signed, Sealed and Delivered  
by:



**CIELO KRISEL LAGMAN-LUISTRO**

City Mayor

In the Presence of:

**SHERRY A. TRILLES**

City Budget Officer



**LUIS B. MELGAR**

City Accountant

Republic of the Philippines  
Province of Albay)S.S.  
Mun/City LEGAZPI CITY

ACKNOWLEDGEMENT

Before me, Notary Public for and in the Province of Albay including the City of LEGAZPI CITY personally appeared **CIELO KRISEL LAGMAN-LUISTRO** with **DRIVER'S LICENSE NO. X01-03-054919**; **issued on APRIL 03, 2017** in her capacity as City Mayor, City of Tabaco and **JOSEPH F. CO** with Community Tax Certificate No. # 01-0644724-9 issued on \_\_\_\_\_ at \_\_\_\_\_ representing **Ameg Const. & Supply** to me and known to be the same persons who executed the foregoing Contract and Agreement and they acknowledged to me that the same is their true act and deed for in behalf of the PARTIES they represent

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this MAR 22 2019 day of \_\_\_\_\_ Philippines.



**RITCHIE R. REGALA**  
Notary Public Within the Province of Albay  
And the City of Legazpi Until December 31, 2020  
Roll of Atty. No. 46552, 5/2/02  
Lifetime IBP No. 02989, 5/2/02  
PTR No. 4611321, 1/4/19, Leg. City  
MCLE No. VI-0013018  
3/F Gimenez Bldg, Rizal St., Leg. City  
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Series of 2019

