

Republic of the Philippines
Province of Samar
City of Catbalogan

NEGOTIATED CONTRACT AGREEMENT
For the project

INFRA 2018- 010 (svp) IMPROVEMENT OF CITY FIRE MARSHALL OFFICE CATBALOGAN CITY FIRE STATION

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this 24th day of SEPT 2018, between the:

CITY GOVERNMENT OF CATBALOGAN, represented by. HON. STEPHANY U. TAN, City Mayor with office address at the Office of the Mayor, City Hall, Rizal Avenue, Catbalogan City, Samar, hereinafter called the "Employer" of the one part.

JFR CONSTRUCTION a sole proprietorship represented by MR. JOJO F. REMEGIO duly organized and existing under the laws of the Republic of the Philippines with Office address BLISS Brgy. Canlapwas Catbalogan City "Contractor" of the other part.

Whereas the Local Government of Catbalogan is desirous that certain works should be executed by the Contractor:

"INFRA 2018-010 (SVP) IMPROVEMENT OF CITY FIRE MARSHALL OFFICE CATBALOGAN CITY FIRE STATION"

Pay item	Description	Unit	Est. Quantity
I	EARTHWORKS/EXCAVATION	CU.M	2.00
II	FORMWORKS & SCAFFOLDINGS	SQ.M	20.00
III	CONCRETE, MASONRY & SEPTIC TANK	CU.M	54.40
IV	CEILING & DOORS	SQ.M	11.52
V	LATRINE & TILE WORKS	SQ.M	20.94

NOW, THEREFORE, the parties hereby agree as follows:

1. That the CONTRACTOR shall undertake the above described scope of work for the total consideration of **NINETY EIGHT THOUSAND EIGHT HUNDRED SIXTY ONE PESOS AND 18/100 (P98,861.18) ONLY.**
2. That the CONTRACTOR shall furnish all the labor, materials and equipment necessary to accomplish the work in accordance with the specifications herewith attached forming an integral part of this contract for the satisfactory completion of the project;
3. That the CONTRACTOR shall complete the said infrastructure project within TEN (10) Calendar Days upon receipt of the Notice to proceed. Said contract shall be deemed completed at the time the CONTRACTOR delivered/complied with all the requirements set forth in this contract and after said project has been fully checked and accepted by the CITY, Except for reason of force majeure or lawful order of competent authority, said period required for completion shall not be extended.

4. That the owner shall not be liable for any price escalation occurring within the duration of the project.
5. That the contractor shall comply and strictly observed all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wage, hours of labor and other applicable laws.
6. That the OWNER may rescind and/or terminate this Agreement for any violation of the stipulations and covenants of the same by the CONTRACTOR and the OWNER shall be entitled for damages, in addition to what may be granted and/or awarded to it by the court of law, and the Owner shall have the right to award for renegotiate the said unfinished job/project to another CONTRACTOR.
7. The schedule of payment to the CONTRACTOR shall be 100% upon completion and acceptance of the project.
8. The venue of any court action/litigation arising of this Agreement shall be in Catbalogan City.

IN WITNESS WHEREOF, The parties have hereunto set their hands on the month and year above written..

The City Government of Catbalogan

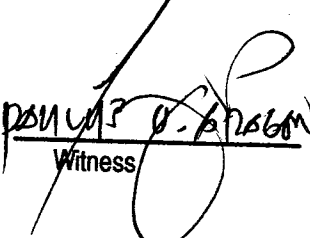
By:

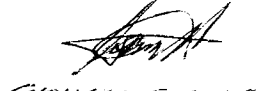

HON. STEPHANY T. UY
City Mayor

By: Contractor


JOJO F. REMIGIO
Contractor

Signed in the presence of:


Witness


GREGARIO C. DILAD
Witness

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF SAMAR) S.S
CITY OF CATBALOGAN)

ACKNOWLEDGEMENT

BEFORE ME, this 24 day of SEP 2018 at Catbalogan City personally appeared HON. STEPHANY U. TAN with LGU NO. 01 at Catbalogan City and JOJO F. REMEGIO with TIN No. 150-061-757-000, known to me and to me known as the same persons who executed the foregoing instrument consisting the Three (3) pages including this page on which this acknowledgement is written and is signed by the parties and their instrumental witness and acknowledged the same as their free act and deed.

DOC. NO. 559
PAGE NO. 96
BOOK NO. 43
SERIES OF 20 18

DANIEL E. PEN
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
PTR NO. 1514914 (1/16/2018), TACLOGAN CITY
IBP NO. 1067477 (12/13/2017), LEYTE CHAPTER
ROLL NO. 48870, NC NO. 2018-01-46