

**CONTRACT AGREEMENT  
CONSULTING SERVICES FOR THE CONDUCT OF MASTER  
PLAN AND FEASIBILITY STUDY OF FLOOD CONTROL AND  
RIVER IMPROVEMENT OF BALATUKAN & IPONAN RIVERS IN  
REGION X AND MAPANGI RIVER IN REGIONS IX & X**


KNOW ALL MEN BY THESE PRESENT:

This AGREEMENT is entered into by and between the Government of the Philippines through the Department of Public Works and Highways (DPWH) represented by **EMIL K. SADAIN, Undersecretary for UPMO Operations** hereinafter referred to as the **OWNER** and **ENGINEERING and DEVELOPMENT CORPORATION of the PHILIPPINES (EDCOP)** in joint venture with **TCGI ENGINEERS and KEY ENGINEERS COMPANY** represented by **ANGEL M. SANTIAGO, JR.,** President/Authorized Representative, hereinafter referred to as the **CONSULTANT**.

**ARTICLE I**

**DEFINITIONS**

- 1.1. AGREEMENT – The documents for consulting services between the Department of Public Works and Highways (DPWH) and the CONSULTANT, together with all the Appendices and Attachments.
- 1.2. PROJECT – Consulting Services for the Conduct of Master Plan and Feasibility Study of Flood Control and River Improvement of Balatukan and Iponan Rivers in Region X and Mapangi River in Region IX & X.
- 1.3. DPWH – Department of Public Works and Highways
- 1.4. UPMO-FCMC – Unified Project Management Office – Flood Control Management Cluster
- 1.5. CONSULTANT – ENGINEERING and DEVELOPMENT CORPORATION of the PHILIPPINES (EDCOP) in joint venture with TCGI ENGINEERS and KEY ENGINEERS COMPANY
- 1.6. PRINCIPAL – The following Officer of the CONSULTANT is defined as the Principal: ANGEL M. SANTIAGO, JR., President/Authorized Representative
- 1.7. STAFF/PERSONNEL – means the CONSULTANT's key technical and administrative support staff assigned to do the Services as listed in the Technical Proposal.
- 1.8. SERVICES – means the scope of services as set forth in the Terms of Reference.

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
FLOOD CONTROL MANAGEMENT OFFICE  
**CERTIFIED TRUE COPY**  
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HAROLD N. UYAP  
03/09/18  
DATE

DEPARTMENT OF PUBLIC WORKS  
AND HIGHWAYS


  
EMIL K. SADAIN, U.S.S.Q.I.

Undersecretary for UPMO-Operations  
and Technical Services

ENGINEERING and DEVELOPMENT CORP. of the PHI. (EDCOP)  
in joint venture with TCGI ENGINEERS & KEY ENGINEERS COMPANY

  
ANGEL M. SANTIAGO, JR.  
President

EDCOP in joint venture with TCGI Engineers  
and Key Engineers Company

  
PATRICK B. GATAN, CESO III  
Project Director

WITNESSES:

  
MARY ANTOINETTE Z. PUNO

Department Chief Accountant, FS

Witness as to funding only

duly certified by the Budget Officer  
011011012017-12-012156 dtd. 12-12-17

**WITNESSES:**

**ENGINEERING and DEVELOPMENT CORP. of the PHI. (EDCOP)**  
in joint venture with TCGI ENGINEERS & KEY ENGINEERS COMPANY

*[Signature]*  
**PATRICK B. GATAN, CESO III**  
Project Director

*[Signature]*  
**MARY ANTOINETTE Z. PUNO**  
Department Chief Accountant, FS

**DEPARTMENT OF PUBLIC WORKS  
AND HIGHWAYS**

*[Signature]*  
**EMIL K. SADAIN, CESO I**  
Undersecretary for UPMO-Operations  
and Technical Services

EDCOP in joint venture with TCGI Engineers  
and Key Engineers Company

- 1.9. LOCAL CURRENCY – “Peso” and the sign P means the currency of the Republic of the Philippines.
- 1.10. REMUNERATION COSTS – are defined as costs to be paid by the DPWH to the CONSULTANT in accordance with FPF 4 (Breakdown of Remuneration) of the Financial Proposal, for each man-month rendered by CONSULTANT’s staff to the project. It shall cover monthly salaries or basic rates, social charges, overhead charges and management fee.
- 1.11. BASIC SALARIES – are defined as the remuneration paid to the staff directly engaged in the project work for the time actually devoted to the services.
- 1.12. SOCIAL CHARGES AND OVERHEAD COSTS – are defined as a percentage of direct salaries and cover salary related costs, costs with respect to insurance, sickness, holidays and vacation pay, social security, pension fund and similar payments, and overhead charges.
- 1.13. REIMBURSABLE COSTS – are defined as all costs other than the remuneration which are associated with the execution of the services and categorized as costs based on agreed fixed rates as referred to in FPF 5 (Breakdown of Reimbursables) of the Financial Proposal.

**ARTICLE II**

**SERVICES**


2.1. Scope of Services

The CONSULTANT shall perform the Services under this Agreement in accordance with the approved Terms of Reference and the CONSULTANT’s Work Plan, the Schedule of Activities (Bar Chart), the Organization Chart, the Duration of Activities, the Manning Schedule and the Detailed Work Program, including adjustments as agreed upon between the contracting parties, which form part of this Agreement.

2.2. Standard of Services

The CONSULTANT shall fulfill its obligation under this Agreement using their technical knowledge and according to the best-accepted professional standards. The CONSULTANT shall exercise all reasonable skill, care and diligence in the discharge of their duties agreed to be performed and shall always work in the best interest of the Government. To attain these ends, the CONSULTANT shall provide personnel with adequate qualifications and experiences and of such number as may be required for the best fulfillment of the

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**FLOOD CONTROL MANAGEMENT OFFICE**  
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**HAROLD N. UYAP**  
 03/09/18  
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WITNESSES:

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EMILIO S. SADRAN, CESO IV  
Undersecretary for UPMO-Operations  
and Technical Services

MARY ANTOINETTE Z. PUNO  
Department Chief Accountant, FS

services, subject to the approval of the Government. The list of the key personnel and curriculum vitae is in the Technical Proposal and form part of this Agreement.

2.3. Contract Period

For purposes of this Agreement, the contract period shall be for fourteen (14) months, which will commence seven (7) days after the issuance of the Notice to Proceed.

2.4. Estimated Man-Months

Notwithstanding any contrary provisions herein, the parties hereto agree that the CONSULTANT shall perform the Services in accordance with the Work Plan attached hereto and for the performance of its obligation under this Agreement, it shall make available a total of 106 man-months of services of Key and technical staff as indicated in the Time Schedule for Professional Personnel. Unless otherwise agreed upon by the Parties hereto, in no event the Consultant shall have obligations to render services in excess of said man-months of services. It is, however, agreed that the DPWH may from time to time assign other work under this Agreement for due performance by the CONSULTANT. CONSULTANT agrees to accept said assignments of work on terms and conditions mutually acceptable to the DPWH and the CONSULTANT. (If the performance of the Services is delayed due to CONSULTANT'S fault, the CONSULTANT shall not be paid for additional man-months to complete.)

ARTICLE III

PERSONNEL

3.1. Staff

The Services shall be carried out by the personnel specified in the Proposal and for the respective period of time indicated therein. The CONSULTANT may, with the approval of the DPWH, make adjustments in such periods as may be appropriate to ensure the efficient performance of the Services provided that such adjustment will not cause payments made under the Agreement to exceed the cost estimates referred to in the Financial Proposal.

3.2. Replacement of Personnel

Except as the DPWH may otherwise agree, the staff shall consist of those indicated in the Work Plan and no changes shall be made in the key staff. In the event any

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WITNESSES:

*Mary Antoinette Z. Puno*  
MARY ANTOINETTE Z. PUNO  
Department Chief Accountant, FS

ENGINEERING and DEVELOPMENT CORP. of the PHI. (EDCOP)  
in joint venture with TCGI ENGINEERS & KEY ENGINEERS COMPANY  
*Patrick B. Gatan*  
PATRICK B. GATAN, CESO III  
Project Director

*Angela M. Santiago, Jr.*  
ANGELA M. SANTIAGO, JR.  
President  
EDCOP in joint venture with TCGI Engineers  
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AND HIGHWAYS  
*Emilk Sadaun*  
EMILK SADAUN, CESOF  
Undersecretary for UPMO-Operations  
and Technical Services

employee resigned, is discharged or is withdrawn, the CONSULTANT shall provide suitable personnel of equivalent or better qualification acceptable to the DPWH whose remuneration shall not exceed that which is being received by the one he/she has replaced. In like manner, it shall replace any of its staff found to be unqualified, incompetent and otherwise becomes undesirable.

3.3. Philippine Laws, Customs and Traditions

The CONSULTANT's Personnel shall not act against local laws, customs and traditions. The DPWH may require the Consultant to withdraw or replace any of its Personnel, at no cost to the DPWH, for acts considered by the DPWH to be prejudicial to local laws, customs and traditions.

3.4. The Project Manager (River Basin Planner/Team Leader)

The CONSULTANT shall ensure that at all times during the field and office work, the Team Leader shall take charge of the operation of the staff and likewise be responsible for liaison between the CONSULTANT and DPWH.

3.5. Physical Fitness

The CONSULTANT shall ensure that the River Basin Planner /Team Leader and the other staff are physically fit to undertake and complete their services to preclude delay due to their illness or disability.

ARTICLE IV

PROFESSIONAL SERVICE FEE

4.1. Ceiling

Payment to the CONSULTANT shall not exceed **FORTY NINE MILLION SEVEN HUNDRED SIXTEEN THOUSAND THREE HUNDRED TWENTY FIVE AND 12/100 PESOS ONLY (PHP 49,716,325.12)** including VAT. It is agreed that there will be no additional cost beyond what is stated in this Agreement for any excess man-months to complete the Project.

4.2. Cost Estimate

4.2.1. An estimate of the cost of the Services is provided in the Financial Proposal attached to this Contract Agreement.

4.2.2. Survey works and other Lump Sum items in the Financial Proposal shall be ~~only estimate~~ for the purpose of establishing the total cost of the agreement. Should during the course

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FEDERAL ROAD MANAGEMENT ESTABLISHMENT  
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MARDOL N. UYAP  
03/09/18  
DATE

DEPARTMENT OF PUBLIC WORKS  
AND HIGHWAYS

*[Signature]*  
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Undersecretary for UPMO-Operations  
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*[Signature]*  
ANGEL M. SANTIAGO, JR.  
President  
EDCOP in joint venture with TCGI Engineers  
and Key Engineers Company

*[Signature]*  
PATRICK B. GATAN, CESO III  
Project Director

WITNESSES:

*[Signature]*  
MARY ANTOINETTE Z. PUNO  
Department Chief Accountant, FS

of work, cost overrun/underrun in individual items or totals develop, adjustments between items can be made to suit the actual field condition and meet the project requirements with the approval of the DPWH, provided that the ceiling amount specified above is not exceeded.

4.3. Use of Contingency Amount

Payment in respect of cost which would exceed the cost estimate may be chargeable to the contingency amount only if such costs are approved by the DPWH prior to its being incurred and provided, further, that they shall used only in line with the unit rates and costs specified in the Agreement and strict compliance with the Project needs.

4.4. Remuneration

Remuneration rates shall include salary and related costs, costs in respect of insurance, sickness, holiday and vacation pay, overhead charges and other related costs.

4.5. Method of Payment

4.5.1. Advance Payment

After issuing the Notice to Proceed, the DPWH shall pay the CONSULTANT 15% of the Contract Amount or SEVEN MILLION ONE HUNDRED EIGHTEEN THOUSAND ONE HUNDRED EIGHTY THREE PESOS AND 30/100 ONLY (P 7,118,183.30) as Advance Payment subject to the posting of a Surety Bond issued by GSIS or other entity acceptable to the Government.

Said amount shall be recouped by DPWH by deducting twenty percent (20%) of the value of invoice starting from Invoice No. 1 until said advance payment have been fully recouped.

4.5.2. Monthly Progress Payments

Payments shall be made to the CONSULTANT, for actual work accomplished according to the deliverables enumerated in the Terms of Reference and Work Schedule attached and S-Curve, attached as Annex 1 of this Contract Agreement, which would form part of the Inception Report to be prepared by the CONSULTANT and approved by DPWH.

The CONSULTANT will submit monthly invoices for services rendered and reimbursable costs to the DPWH with such supporting documents as may be reasonably requested by DPWH. Said invoices shall all be original.

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**CERTIFIED TRUE COPY**  
*[Signature]*  
MARCELO N. UYAP  
03/09/18  
DATE

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WITNESSES:

ENGINEERING and DEVELOPMENT CORP. of the PHI. (EDCOP)

In joint venture with TCGI ENGINEERS & KEY ENGINEERS COMPANY

PATRICK B. GATAN, CESO III  
Project Director

ANGEL M. SANTIAGO, JR.  
President

EDCOP in joint venture with TCGI Engineers and Key Engineers Company

MARY ANTONETTE Z. PUNO  
Department Chief Accountant, FS

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

EMIL K. SANTIAGO, CESO I  
Undersecretary for Planning, Operations and Technical Services

copy and certified by UPMO-FCMC that the amount being claimed is due and payable under the terms of this Agreement. Should additional supporting information be required and/or an error in the computation be found in the submitted invoices after processing and the same can no longer be corrected without reprocessing or canceling the whole billing, the DPWH shall advise the CONSULTANT of the matter, whereupon the latter will undertake to make the appropriate adjustments and/or provide the necessary additional documentation in the subsequent invoices.

If any invoice includes any item which appears questionable, DPWH shall issue a written objection, shall deduct the item from the invoice and approve the undisputed balance of the invoice. The CONSULTANT may resubmit the disputed items with additional supporting documents in subsequent invoices.

The cumulative amount of progress billing to be collected by the consultant shall be limited to ninety percent (90%) of the total contract amount

4.5.3. Final Payment

Upon completion of the Services, CONSULTANT shall promptly submit all the required outputs embodied in the TERMS OF REFERENCE. Final payment shall be made only after a CERTIFICATE OF COMPLETION shall have been issued by DPWH.

ARTICLE V

OBLIGATIONS OF THE DPWH

- 5.1. The DPWH warrants that the CONSULTANT shall be provided access to project data so the CONSULTANT can accomplish its works in an efficient manner.
- 5.2. The DPWH warrants that the CONSULTANT shall have free and unimpeded access to all lands and properties required for the effective execution of the Services. The CONSULTANT shall not be responsible for any damage to such land or any property thereon resulting from such access, unless such damage is caused by the willful default or negligence of the CONSULTANT or its staff.

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 DATE

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ARTICLE VI

OBLIGATIONS OF THE CONSULTANT

6.1. Responsibilities of CONSULTANT:

6.1.1. Generally but without limiting the CONSULTANT's responsibilities elsewhere stated under this Agreement, the CONSULTANT shall;

- a. Carry out the Services based on sound engineering theories and practices to ensure that the final works will provide the most economical and feasible development for the project.
b. Accept full work responsibility for the consulting engineering services to be performed under this Agreement for which the CONSULTANT is liable to the DPWH.
c. Perform the work in an efficient and diligent manner, and shall use its best efforts to shorten if not maintain the Time Frame without impairing the quality of the services rendered.
d. Comply with and strictly observe any laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws.

6.1.2. Recommendations of CONSULTANT - Should the recommendations of the CONSULTANT be changed in such a way that the safety and/or economy of the Project are jeopardized, the CONSULTANT may request a written release from responsibility for the part of the Project in question.

6.1.3. Liabilities of the CONSULTANT - The CONSULTANT shall be held responsible for failure of the work due to faulty analysis. The review made by the DPWH shall not release the CONSULTANT from responsibility except, when substantial changes have been made without the conformity of the CONSULTANT.

6.2. Records

The CONSULTANT shall:

- a. Keep accurate and systematic records and accounts with respect to the Services performed and all bills, receipts, customary and sufficient to establish accurately that costs and expenditures under this Agreement have been duly incurred.

WITNESSES:

ENGINEERING and DEVELOPMENT CORP. of the PHI. (EDCOP) in joint venture with TCGI ENGINEERS & KEY ENGINEERS COMPANY

PATRICK B. GATAN, CESO III Project Director

ANGELA M. SANTIAGO, JR. President EDCOP in joint venture with TCGI Engineers and Key Engineers Company

MARY ANTOINETTE Z. PUNO Department Chief Accountant, FS

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

EMIL K. SADAIN, CESOT Undersecretary for UPMO-Operations and Technical Services

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS FLOOD CONTROL MANAGEMENT OFFICE CERTIFIED TRUE COPY 7 HAROLD N. UYAP 03/09/18 DATE

WITNESSES:

ENGINEERING and DEVELOPMENT CORP. of the PHI. (EDCOP)

In joint venture with TCGI ENGINEERS & KEY ENGINEERS COMPANY

PATRICK B. GATAN, CESO III

Project Director

97.9.18

MARY ANTONETTE Z. PUNO

Department Chief Accountant, FS

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

EMIL K. SADAIN, CESOT

Undersecretary for UPMO-Operations and Technical Services

EDCOP in joint venture with TCGI Engineers and Key Engineers Company

ANGEL M. SANTIAGO, JR.  
President

b. Permit the duly authorized representative of the DPWH from time to time to inspect its records and accounts as well as to audit the same.

6.3. Information and Progress Reports

The CONSULTANT shall furnish the DPWH, UPMO-FCMC monthly progress reports and any such information relative to the Services and the Project as the DPWH may from time to time reasonably request, in print or in electronic copies.

6.4. Assignment and/or Sub-Contract

6.4.1. Except with prior written approval of the DPWH, the CONSULTANT shall not assign nor sub-contract any part of the consultancy services under this Agreement to any other person or firm.

6.4.2. The approval by DPWH to the assignment of any part of said services or to the engagement by the CONSULTANT of Sub-Contractors to perform any part of the same shall not relieve the CONSULTANT of any of its obligations under this Agreement.

6.5. Prohibition on Association

The CONSULTANT agrees that during or after the conclusion or termination of this Agreement, it shall limit its role under the Project to the provision of the Services and hereby disqualifies itself and other contractor, consulting engineer or manufacturer with which it is associated or affiliated from the provision of goods and services other than the services herein, except as the DPWH may otherwise agree.

6.6. Prohibition on Conflicting Activities

No full time staff during his assignment under this Agreement shall engage, directly or indirectly, either in his name or through the CONSULTANT, in any other business or professional activities.

On the other hand, the DPWH shall not extend any appointment to the CONSULTANT's Staff during the period of their assignment except upon prior written approval of the CONSULTANT.

6.7. Confidentiality

Except with prior consent of the DPWH, the CONSULTANT and its staff shall not at any time communicate to any person or entity any information disclosed to them for the purpose of the Services, nor shall the CONSULTANT or its staff make public any information as to the recommendations formulated in the course of or as a result of the Service.

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
FLOOD CONTROL MANAGEMENT OFFICE

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MAROLYN UYAP  
03 09 18  
DATE

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WITNESSES:

ENGINEERING and DEVELOPMENT CORP. of the PHI. (EDCOP)

in joint venture with TCGI ENGINEERS & KEY ENGINEERS COMPANY

PATRICK B. GATAN, CESO III  
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DEPARTMENT OF PUBLIC WORKS  
AND HIGHWAYS

EMILIO S. SANTIAGO, CESO III  
Undersecretary for UPMO-Operations  
and Technical Services

MARY ANTOINETTE Z. PUNO  
Department Chief Accountant, FS

6.8. Independent Contractor

Nothing contained herein shall be construed as establishing or creating between the DPWH and the CONSULTANT, the relationship of employer and employee or principal and agent, it being understood that the position of the CONSULTANT and anyone else performing the Services is that of an independent Contractor.

6.9. Indemnifications

The CONSULTANT holds the Government free from any and all liabilities, suits, actions, demands or damages arising from death or injuries to persons or properties, or any loss resulting from or caused by said personnel incident to or in connection with the services under this Agreement.

The CONSULTANT agrees to indemnify, protect and defend at its own expense the DPWH and its agents from and against claims and liabilities arising out of acts done by the CONSULTANT or its staff in the performance of the Services including the use or violation or any copyrighted materials, patented inventions, articles or appliances.

ARTICLE VII

GENERAL CONDITIONS

7.1. Laws of the Republic of the Philippines

The proper law of this Agreement shall be the Laws of the Philippines. The CONSULTANT and its staff will conform to all applicable laws of the same and will take prompt corrective action with regard to any violation called to their attention.

7.2. Property Rights of the DPWH

7.2.1. On Records and other Documents- Reports and all relevant data such as maps, diagrams, plans, designs, statistics, specifications and other supporting record or materials compiled or prepared in the course of performance of the Services shall be the absolute properties of DPWH and shall not be used by the CONSULTANT for purposes unrelated to this Agreement without the prior written approval of the DPWH. Print and electronic copies of such documents as required in the TOR shall be turned over to the DPWH upon completion of the Project.

7.2.2. On Equipment - The following equipment shall remain the properties of the DPWH

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FLOOD CONTROL MANAGEMENT OFFICE

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 HAROLD N. UYAP  
 03/09/18  
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 DATE

WITNESSES:

ENGINEERING and DEVELOPMENT CORP. of the PHI. (EDCOP)  
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*[Signature]*  
**PATRICIA B. GATAN, CESO III**  
Project Director

*[Signature]*  
**MARY ANTOINETTE Z. PUNO**  
Department Chief Accountant, FS  
9

*[Signature]*  
**ANGEL M. SANTIAGO, JR.**  
President  
EDCOP in joint venture with TCGI Engineers and Key Engineers Company

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*[Signature]*  
**EMIL K. SADRIN, CESO I**  
Undersecretary for UPMO-Operations and Technical Services  
9

- a. Those supplied by the DPWH for the Project which shall be returned by the CONSULTANT after checking the inventory in accordance with the procedures as determined by the DPWH.
- b. Those purchased by DPWH or by the CONSULTANT for the former for the purposes of the Project.

7.3. Control and Approval by DPWH

The Consultant shall report directly to the Unified Project Management Office-Flood Control Management Cluster (UPMO-FCMC), the executing agency designated for the Project. UPMO-FCMC shall be the authorized medium of communication and/or approval in all matters relating to the Services under this Agreement. The Consultant shall, in advance, consult and receive approval of the Project Director, UPMO-FCMC or his authorized representative before acting upon important technical decisions and procedures.

7.4. Insurance

7.4.1. The DPWH shall take out and maintain adequate insurance against loss or damage to equipment for the Project which is purchased in whole and in part with funds provided by the DPWH.

7.4.2. The DPWH undertakes no responsibility in respect of any life, health, accident, travel and other insurance neither for the CONSULTANT nor to its family.

7.5. Changes

The DPWH may, at any time, by written notice to CONSULTANT, issue additional instructions, changes or alterations in the work. The CONSULTANT shall make no additional changes, alterations and omissions except upon the prior written approval of the procedures.

7.6. Terms of Agreement

For the purpose of this Agreement, a term of fourteen (14) calendar months, subject to extension without increase in contract cost, can be allowed for this contract to complete the services as set forth in the Proposal, subject however, to approval by the DPWH.

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
FLOOD CONTROL MANAGEMENT OFFICE  
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*[Signature]*  
**HAROLD N. UYAP**  
03/09/18  
DATE

WITNESSES:

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*[Signature]*  
PATRICK B. GATAN, CESO III

Project Director

*[Signature]*  
ANGEL M. SANTIAGO, JR.

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*[Signature]*  
EMIL K. SADRAN, CESO III  
Undersecretary for UPMO-Operations and Technical Services

*[Signature]*  
MARY ANTONETTE Z. PUNO  
Department Chief Accountant, FS

7.7. Notice of Delay

In the event that the CONSULTANT encounters delay obtaining the required services or facilities under this Agreement, it shall promptly notify the DPWH of such delay and may request an appropriate extension for completion of the services. An extension of time may be granted provided that the cause of the delay is due to insurgency, ROW problems or other factors, which are deemed reasonable and justifiable

7.8. Audits

The CONSULTANT shall have its Schedule of Activities (Bar Chart) subject to quarterly audit of their physical accomplishment and shall make the necessary modification upon direction by DPWH. The expenses in connection with such audit shall be for the account of the DPWH.

7.9. Certificate of Completion

When the Services under this Agreement are completed to the satisfaction of the DPWH, the DPWH-UPMO-FCMC shall issue a Certificate of Completion to the CONSULTANT.

7.10. Integration of all Prior Agreements and Negotiations

It is agreed that this Agreement encompasses all understanding, premises and covenants of the parties and that it integrates, combines and supersedes all prior negotiations, understanding and agreements in writing.

7.11. Notarization and Documentation

The documentation, notarial fees and documentary stamps in connection with this Agreement shall be for the account of the CONSULTANT.

7.12. Eligibility

The CONSULTANT represents and warrants that it is located in and is a National of the Philippines.

7.13. Validity Clause

If any terms or conditions of this Agreement are held invalid or contrary to law, the validity of other terms and conditions hereof shall not be affected thereby.

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
FLOOD CONTROL MANAGEMENT OFFICE  
**CERTIFIED TRUE COPY**  
11 *[Signature]*  
MAROLD N. UYAP  
03/09/18  
DATE

WITNESSES:

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*[Signature]*  
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*[Signature]*  
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*[Signature]*  
EMIL K. SADAIN, CESO  
Undersecretary for UPMO-Operations and Technical Services

*[Signature]*  
MARY ANTOINETTE Z. PUNO  
Department Chief Accountant, FS

7.14. Warranty

The CONSULTANT hereby warrants that it has not given, or promised to give money or gift to any official or employee of the DPWH or the Government to secure this Agreement. Any violation of this warranty shall be sufficient ground for revocation or cancellation of this Agreement.

ARTICLE VIII

DISPUTES, ARBITRATION AND TERMINATION

8.1. Disputes

Any disputes concerning any question arising under this Agreement which is not disposed of by agreement between the parties, shall be decided by the DPWH Secretary who shall furnish the CONSULTANT written copy of his decision.

8.2. Arbitration

The decision of the DPWH Secretary shall be final and conclusive unless within three (3) days from the date or receipt thereof, the CONSULTANT shall deliver to the DPWH a written notice addressed to the Secretary of the Department of Public Works and Highways stating its desire to submit the controversy to arbitration. In such event, the dispute shall be decided in accordance with the Philippine Laws (Executive Order No. 1008).

8.3. Enforcement

Decisions reached by Arbitration may be enforced by either of the parties of this Agreement in any court of competent jurisdiction in the Philippines. In cases of suit arising in connection with the terms of this Agreement, the parties hereto expressly submit to the jurisdiction of the said court.

8.4. Consultant Duty to Perform

During any dispute between the DPWH and the CONSULTANT, the CONSULTANT shall proceed diligently with the performance of its services as directed by the DPWH.

8.5. Suspension

If any of the following events shall happen and be continuing, the DPWH may, by written notice to the CONSULTANT, suspend in whole and in part payments to the CONSULTANT:

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
FLOOD CONTROL MANAGEMENT OFFICE

**CERTIFIED TRUE COPY**

12 \_\_\_\_\_  
HAROLD N. UYAP  
03/09/18  
DATE

*[Handwritten mark]*

WITNESSES:

ENGINEERING and DEVELOPMENT CORP. of the PHI. (EDCOP)

in joint venture with TCGI ENGINEERS & KEY ENGINEERS COMPANY

PATRICK B. GATAN, CESO III

Project Director

ANGEL M. SANTIAGO, JR.

President

EDCOP in joint venture with TCGI Engineers and Key Engineers Company

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

EMIL K. SADAIN, CESO

Undersecretary for UPMO-Operations and Technical Services

MARY ANTOINETTE Z. PUNO

Department Chief Accountant, FS

8.5.1. A default, failure or refusal on the part of the CONSULTANT to perform the services in such a manner which will be consistent with the result herein contracted for or its non-compliance with the provisions of this Agreement.

8.5.2. Any other conditions which in the reasonable opinion of the DPWH interferes, or threatens to interfere, with the proper execution of the project or the fulfillment of the purposes of this Agreement.

8.6. Termination of the Agreement

8.6.1. By the Client (DPWH)

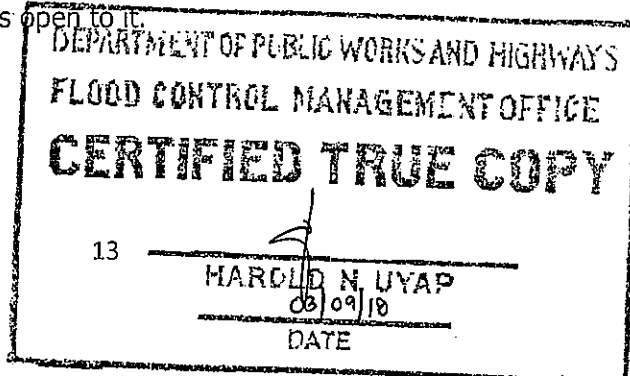
- a. If any of the conditions referred to in Sections 8.5 of this Agreement shall continue for a period of fourteen (14) days after the DPWH shall have issued a written notice of suspension of payments to the CONSULTANT, the DPWH may, by written notice to the CONSULTANT, terminate the Agreement.
- b. In any event, the DPWH may terminate the Agreement, upon thirty (30) days written notice to the CONSULTANT.

8.7. Termination Procedure

8.7.1. Upon receipt of the Notice of Termination of this Agreement under Section 8.6 of this Article, the CONSULTANT shall take immediate steps to bring the Services to a close, in a prompt and orderly manner and to reduce expenditures to a minimum.

8.7.2. Upon termination of this Agreement, unless the same shall have been occasioned by CONSULTANT's default, the CONSULTANT shall be entitled to receive reimbursement costs in full for each services rendered prior to the date of such termination and/or reasonable costs incident to the orderly liquidation of its services.

8.7.3. Upon liquidation of services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1 %) 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 the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.



WITNESSES:

ENGINEERING and DEVELOPMENT CORP. of the PHI. (EDCOP)  
in joint venture with TCGI ENGINEERS & KEY ENGINEERS COMPANY

*[Signature]*  
ANGEL M. SANTIAGO, JR.  
President  
EDCOP in joint venture with TCGI Engineers  
and Key Engineers Company

*[Signature]*  
MARY ANTOINETTE Z. PUNO  
Department Chief Accountant, FS

DEPARTMENT OF PUBLIC WORKS  
AND HIGHWAYS

*[Signature]*  
WILLIAM SADAÑA, CESO IV  
Undersecretary for UPMO-Operations  
and Technical Services

8.8. Force Majeure

8.8.1. If either party is temporarily unable by reason of force majeure to meet any of its obligations under this Agreement and if such party gives to the other party written notice of the event within fourteen (14) days after its occurrence, such obligations of the party shall be suspended for as long as the inability continues.

8.8.2. Neither party shall be liable to the other party for loss or damage sustained by reason of force majeure or delays arising from such event.

8.8.3. The term "force majeure" as employed herein shall mean strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurgency, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, fires and any other similar events, not within the control of either party which with the exercise of due diligence, neither party is able to overcome.

ARTICLE IX

EXECUTION

9.1. Effectivity

This Agreement shall be subject to the approval of the Secretary of Public Works and Highways and shall become binding on both parties upon such approval. The DPWH, UPMO-FCMC shall then issue a Notice to Proceed.

9.2. Commencement Date

The CONSULTANT will commence the Services seven (7) days after the issuance of the Notice to Proceed by the DPWH.

9.3. Notices and Addresses

All notices called for by the terms of this Agreement shall be effective only at the time of receipt thereof and only when received by the parties to whom they are addressed at the following addresses:

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
FLOOD CONTROL MANAGEMENT OFFICE  
CERTIFIED TRUE COPY  
14  
HAROLD M. UYAP  
08/09/18  
DATE

DEPARTMENT OF PUBLIC WORKS  
AND HIGHWAYS

EMIL K. SADAIN, CESO III

Undersecretary for UPMO-Operations  
and Technical Services

ENGINEERING and DEVELOPMENT CORP. of the PHI. (EDCOP)

In joint venture with TCGI ENGINEERS & KEY ENGINEERS COMPANY

ANGEL M. SANTIAGO, JR.

President  
EDCOP in joint venture with TCGI Engineers  
and Key Engineers Company

PATRICK B. GATAN, CESO III  
Project Director

MARY ANTOINETTE Z. PUNO

Department Chief Accountant, FS

WITNESSES:

03/09/18

Notices to DPWH:

Emil K. Sadain  
Undersecretary for UPMO-Operations

Attention : Patrick B. Gatan  
Project Director, UPMO-FCMC

Department of Public Works and Highways  
Bonifacio Drive, Port Area, Manila

Notices to CONSULTANT:

Angel M. Santiago, Jr.  
President/Authorized Representative

Engineering and Development Corporation of the Phi. (EDCOP)  
10th Flr., JELP Bldg., 409 Shaw Blvd., Mandaluyong City  
in joint venture with TCGI Engineers and Key Engineers & Co.

9.4. Performance Guarantee

To guarantee the faithful performance of the CONSULTANT under this Agreement, the final payment to the CONSULTANT shall be withheld until after a Certificate of Completion indicating satisfactory completion of the consultancy services shall have been issued by the DPWH.

9.5. Amendments

No amendments, modifications or alterations to this Agreement shall be valid or binding on either party unless expressed in writing and executed with the same formality as this Agreement.

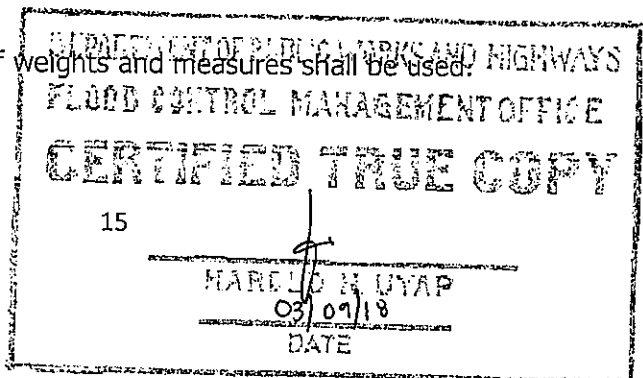
9.6. Counterparts

This Agreement is executed and delivered in six (6) copies, five (5) for the DPWH and one (1) for the CONSULTANT, each of which shall be deemed as original.

9.7. Language, Weights and Measures

The English Language shall be used in all oral and written communications between the DPWH and the CONSULTANT with respect to this Agreement and in all reports, drawings and documents to be submitted by the CONSULTANT in connection with this Agreement.

The metric system of weights and measures shall be used.



DEPARTMENT OF PUBLIC WORKS  
AND HIGHWAYS

*[Signature]*  
EMILIO SARDAIN, CESO III  
Undersecretary for UPMO-Operations  
and Technical Services

ENGINEERING and DEVELOPMENT CORP. of the PHI. (EDCOP)  
in joint venture with TCGI ENGINEERS & KEY ENGINEERS COMPANY

*[Signature]*  
ANGEL M. SANTIAGO, JR.  
President  
EDCOP in joint venture with TCGI Engineers  
and Key Engineers Company

*[Signature]*  
PATRICIO B. GATAN, CESO III  
Project Director

WITNESSES:

*[Signature]*  
MARY ANTOINETTE Z. PUNO  
Department Chief Accountant, FS

9.8. Conflicts in Provision

In case of conflict between the terms of the CONSULTANT'S Technical Proposal and the expressed provisions of this Agreement, this Agreement shall prevail.

ARTICLE X

TAXATION

10.1. Payment of Taxes and Penalty

The CONSULTANT, as private contracting party, shall pay taxes in full and on-time and that failure to do so will entitle the government to suspend payment for services delivered by the CONSULTANT.

10.2. The CONSULTANT shall regularly present within the duration of the contract, a tax clearance from the Bureau of Internal Revenue as well as a copy of its income tax returns duly stamped and received by the Bureau of Internal Revenue and duly validated with tax payments made thereon.

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
FLOOD CONTROL MANAGEMENT OFFICE  
CERTIFIED TRUE COPY  
*[Signature]*  
HAROLD N. UYAP  
63/09/18  
DATE  
16


*[Handwritten mark]*




IN WITNESS WHEREOF, the parties have hereunto set their hands this  
\_\_\_\_\_ day of \_\_\_\_\_, 201 , Manila Philippines.

FOR THE DEPARTMENT OF PUBLIC  
WORKS AND HIGHWAYS

FOR Engineering and Development Corp. of  
the Philippines (EDCOP) in joint venture  
with TCGI Engineers & key Engineers & Co.


  
**EMIL K. SADAIN, CESO-I**  
Undersecretary for UPMO-Operations  
and Technical Services

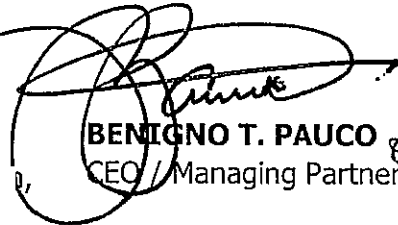
  
**ANGEL M. SANTIAGO, JR.**  
President, EDCOP

**WITNESSES:**


  
**PATRICK B. GATAN, CESO III**  
Project Director

  
**VIRGILIO A. MADRAZO**  
President & COO, TCGI

  
**MARY ANTOINETTE Z. PUNO**  
Department Chief Accountant, FS  
Witness as to funding only  
duly certified by the Budget Officer  
011011012017-12-012156 dtd. 12-12-17/

  
**BENIGNO T. PAUCO**  
CEO / Managing Partner, Key Engineers

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 201

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
FLOOD CONTROL MANAGEMENT OFFICE  
**CERTIFIED TRUE COPY**  
  
**HAROLD N. UYAP**  
03 | 09 | 18  
DATE

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

*[Signature]* S.S.

Before me, the undersigned Notary Public for and in the City of Manila, Philippines, on this day personally appeared **EMIL K. SADAIN, Undersecretary for UPMO-OPERATIONS of the Department of Public Works and Highways** with Passport ID No. P1845209A issued on February 3, 2017 issued at DFA Manila and **ANGEL M. SANTIAGO, JR. of Engineering and Development Corporation of the Philippines (EDCOP) in joint venture with TCGI Engineers and Key Engineers Company** with Passport ID No. ED956887 issued on November 7, 2013 issued at DFA NCR EAST both of whom are known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that they executed the same to be their free act and deed, as an act and free will and deed of the Entity/Company they represent, for the uses and purposes herein stated.

In further certify that the foregoing instrument consisting of **Eighteen (18) pages**, including this page, and that each every page thereof has been signed on the left margin by the parities executing the same their witnesses, and sealed with notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at QUEZON CITY on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**MAR 05 2018**

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Book No. 101A  
Series of 2018

ATTY. BENJAMIN ALFONSO  
NOTARY PUBLIC  
UNTIL December 31, 2018  
PTR NO. 5520234, January 3, 2018, QUEZON CITY  
IBP NO. 019073 12-20-2017 - QUEZON CITY  
ROLL NO. 13296  
ADM. MATTER NO. NP-046-(2017-2018)  
TIN NO. 177-967-819-000  
MCLE III-0024528 - December 12, 2017  
# 34 Asset's St. GSIS Village  
Project 8 Quezon City

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
FLOOD CONTROL MANAGEMENT OFFICE  
**CERTIFIED TRUE COPY**  
*[Signature]*  
HAROLD N. UYAP  
03/09/18  
DATE