



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

ORDINANCE NO. 5 S. 2018

APPROVING AND RATIFYING THE CONTRACT DATED APRIL 30, 2018
BETWEEN THE CITY GOVERNMENT OF BATANGAS AND JASMIG
CONSTRUCTION CORPORATION

SPONSOR : THE COMMITTEE OF THE WHOLE
CO-SPONSOR : THE JOINT COMMITTEE ON LAWS, RULES AND
REGULATIONS AND COMMITTEE ON ENGINEERING &
PUBLIC WORKS

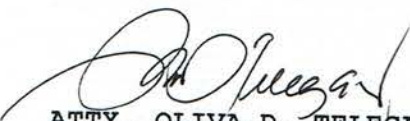
WHEREAS, the Honorable City Mayor forwarded a letter to the Sangguniang Panlungsod requesting to approve and ratify the Contract between the City Government and JASMIG Construction Corporation for the Repair/Rehabilitation/Improvement of DJPMM Access Road to Delas Alas Road amounting to P30,598,650.00.

WHEREAS, it is required that the Contract be approved and ratified by the Sangguniang Panlungsod.


NOW THEREFORE, be it resolved as it is hereby resolved by the Sangguniang Panlungsod in session assembled, hereby promulgates and decrees to approve and ratify the Contract dated April 30, 2018 between the City Government of Batangas and JASMIG Construction Corporation.

EFFECTIVITY - This Ordinance shall take effect immediately upon approval of the City Mayor.


ENACTED by the Sangguniang Panlungsod this 15th day of May, 2018.


ATTY. OLIVA D. TELEGATOS
Secretary
Sangguniang Panlungsod

ATTESTED:


EMILIO FRANCISCO A. BERBERABE, JR.
Presiding Officer

APPROVED:


BEVERLEY ROSE A. DIMACULAN
City Mayor

Date Approved: _____

MAY 21 2018

**REPUBLIC OF THE PHILIPPINES
BATANGAS CITY**

OFFICE OF THE SANGGUNIANG PANLUNGSOD

**EXCERPT FROM THE MINUTES OF THE REGULAR SESSION HELD BY THE
MEMBERS OF THE SANGGUNIANG PANLUNGSOD OF BATANGAS CITY
ON MAY 15, 2018 AT THE SANGGUNIAN SESSION HALL**

PRESENT:

Hon. Emilio Francisco A. Berberabe Jr.,	Presiding Officer
Hon. Sergie Rex M. Atienza,	Councilor
Hon. Hamilton G. Blanco,	"
Hon. Alyssa Renee A. Cruz,	"
Hon. Oliver Z. Macatangay,	"
Hon. Armando C. Lazarte,	"
Hon. Karlos Emmanjuel A. Buted,	"
Hon. Julian B. Villena,	"
Hon. Gerardo A. Dela Roca,	"
Hon. Nelson J. Chavez,	"

ABSENT:

Hon. Aileen Grace A. Montalbo,	Councilor
Hon. Glenn M. Aldover,	"
Hon. Nestor E. Dimacuha,	"
Hon. Angelito "Dondon" A. Dimacuha,	ABC-Rep.

"On motion of Councilor Cruz seconded by Councilor Villena, the following Resolution was Adopted:

RESOLUTION NO. 156 S. 2018

**ADOPTING THE REPORT OF THE COMMITTEE OF THE WHOLE CHAIRED BY
THE JOINT COMMITTEES ON LAWS, RULES AND REGULATIONS AND
ENGINEERING AND PUBLIC WORKS AND APPROVING THE RATIFICATION
OF THE CONTRACT BETWEEN THE CITY GOVERNMENT OF BATANGAS
AND JASMIG CONSTRUCTION CORPORATION**

RESOLVED, to adopt the report of the Committee of the Whole chaired by the Joint Committees on Laws, Rules and Regulations and Engineering and Public Works regarding the ratification of the contract between the City Government of Batangas and JASMIG Construction Corporation.

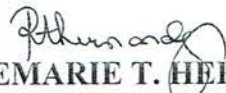
RESOLVED FURTHER, to approve the ordinance approving the said ratification exempting it from the Three-reading Rule of the Sangguniang Panlungsod.

UNANIMOUSLY APPROVED."


Continuation of Resolution No. 156 S. 2018

**ADOPTING THE REPORT OF THE COMMITTEE OF THE WHOLE CHAIRED BY
THE JOINT COMMITTEES ON LAWS, RULES AND REGULATIONS AND
ENGINEERING AND PUBLIC WORKS AND APPROVING THE RATIFICATION
OF THE CONTRACT BETWEEN THE CITY GOVERNMENT OF BATANGAS
AND JASMIG CONSTRUCTION CORPORATION**

I hereby certify that the foregoing Resolution No. 156 S. 2018 was approved by the Sangguniang Panlungsod of Batangas City during its Regular Session held on May 15, 2018.


ROSEMARIE T. HERNANDEZ
Board Secretary IV
Sangguniang Panlungsod

NOTED:


ATTY. OLIVA D. TELEGATOS
Secretary
Sangguniang Panlungsod

ATTESTED:


EMILIO FRANCISCO A. BERBERABE, JR.
Residing Officer

ODT/RTH/ystingchuy...



Republic of the Philippines
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Office of the Sangguniang Panlungsod

Tel. No. 723-2175

COMMITTEE REPORT

TO: THE HONORABLE SANGGUNIANG PANLUNGSOD

FROM: THE COMMITTEE OF THE WHOLE CHAIRED BY THE JOINT COMMITTEE ON LAWS, RULES AND REGULATIONS AND COMMITTEE ON ENGINEERING & PUBLIC WORKS

SUBJECT: APPROVAL AND RATIFICATION OF THE CONTRACT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND JASMIG CONSTRUCTION CORPORATION.

The subject request for approval and ratification of Contract was referred to the Committee of the Whole chaired by the Joint Committee on Laws, Rules and Regulations and Committee on Engineering & Public Works for its consideration during the Regular Session on May 8, 2018. The Committee held a hearing on May 15, 2018 and in attendance were the following:

From City Legal Office: Atty. Teodulfo A. Deguito; from CPDO: Engr. Norberto A. Carandang; and from City Accounting Office: Mr. Jayvee M. Villavicencio. Also present are the Chairperson Coun. Alyssa Renee A. Cruz and Coun. Gerardo A. Dela Roca and Committee members Coun. Sergie Rex M. Atienza, Coun. Julian B. Villena, Coun. Armando C. Lazarte, Coun. Nelson J. Chavez and Coun. Glenn M. Aldover, the Vice Mayor Emilio Francisco A. Berberabe Jr. and Councilors Hamilton G. Blanco and Karlos A. Buted.

FINDINGS and DISCUSSION:

On April 20, 2015, Ordinance No. 4 S. 2015 entitled "An Ordinance Ratifying the Six Hundred Fifty Million Pesos (Php 650,000,000.00) or the Omnibus Term Loan Facility Agreement between the City Government of Batangas and Land Bank of the Philippines Including all Terms and Conditions Provided Therein, Subject to all Laws and Existing Legal Rules and Procedures" was enacted by the Sangguniang Panlungsod. This Php650 Million Loan will be used to finance different projects as approved in the Annual Investment Plan including the construction of different barangay roads and construction of the new City Engineers Office.

On June 14, 2017, the Honorable City Mayor forwarded a letter to the Sangguniang Panlungsod requesting to charge the existing term loan facility provided by the Land Bank of the Philippines in the amount of Php 650M to various projects in Batangas City.

On July 4, 2017, Resolution No. 190 S.2017 has been approved by the Sangguniang Panlungsod authorizing the incumbent City Mayor, Beverley Rose A. Dimacuja to charge the cost of various city projects on the Php 650 Million Stand-by Term Loan Agreement and to sign any documents in relation thereto. While, on January 18, 2018, Ordinance No. 1 S. 2018 has been enacted by the Sangguniang Panlungsod confirming and ratifying the term loan agreement dated December 7, 2017 executed by and between the City Government of Batangas with the Land Bank of the Philippines.



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On March 26, 2018, the Honorable City Mayor forwarded a letter to the Sangguniang Panlungsod requesting for the approval and ratification of the Contract Agreements between the City Government and various contractors of different projects in Batangas City. While, on May 2, 2018, the Honorable City Mayor forwarded a letter requesting for the approval and ratification of the Contract with JASMIG Construction Corporation.

During the committee hearing, members of Sangguniang Panlungsod asked about the quality of the projects since it was intended for the construction and rehabilitation of DJPMM Access Road. The City Legal Officer explained that the Sanggunian body will not compromise to the subject ratification and approval because the contractor of the said project is in good standing and not included to those who are blacklisted. It was also reiterated that JASMIG Construction Corporation able to adjust the price of the project accordingly.

With the view that this request will eventually be favorable to the City of Batangas especially to its inhabitants, the Sangguniang Panlungsod perceives the essentiality to undertake necessary infrastructure and development projects that will play a vital role in the promotion of the general welfare on all sectors essential to education, agriculture, economy, safety and security.

RECOMMENDATIONS:

Finding that there is no legal, budgetary and auditing impediment with regards to the subject matter, the Committee hereby recommends:

1. The approval of the Ordinance attached herewith exempting it from the Three-Reading Rule.
2. The adoption of this Committee Report.

Respectfully submitted, May 15, 2018.

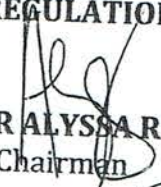


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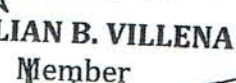
**THE COMMITTEE OF THE WHOLE CHAIRED BY THE JOINT COMMITTEE ON LAWS,
RULES AND REGULATIONS AND COMMITTEE ON ENGINEERING & PUBLIC WORKS**

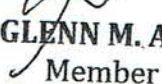

COUNCILOR ALYSSA RENEE A. CRUZ
Chairman


COUN. GERARDO A. DELA ROCA
Chairman



COUN. SERGIE REX M. ATIENZA
Member


COUN. NELSON J. CHAVEZ
Member


COUN. JULIAN B. VILLENA
Member


COUN. GLENN M. ALDOVER
Member

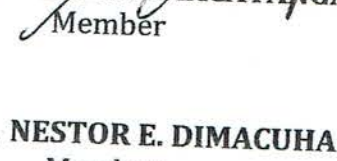

COUN. ARMANDO C. LAZARTE
Member

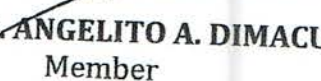

COUN. AILEEN GRACE A. MONTALBO
Member

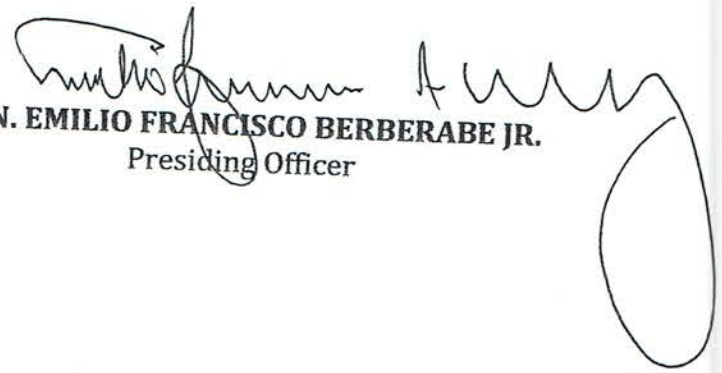

COUN. HAMILTON G. BLANCO
Member


COUN. OLIVER Z. MACATANGAY
Member


COUN. KARLOS A. BUTED
Member


COUN. NESTOR E. DIMACUHA
Member


COUN. ANGELITO A. DIMACUHA
Member


HON. EMILIO FRANCISCO BERBERABE JR.
Presiding Officer

CONTRACT

KNOWN ALL MEN BY THESE PRESENTS:

A CONTRACT, made and entered into this day of APR 30 2018, 2018 by and between the CITY GOVERNMENT OF BATANGAS, herein represented by HON. BEVERLEY ROSE A. DIMACUHA, in his capacity as City Mayor of Batangas hereinafter called as the PARTY OF THE FIRST PART and JASMIG CONSTRUCTION CORPORATION, herein represented by JANE A. CASAS, of legal age, Filipino and presently residing at Kumintang Ibaba, Batangas City, hereinafter called as the PARTY OF THE SECOND PART.

WITNESSETH THAT:

WHEREAS, the PARTY OF THE FIRST PART has offered for public bidding the CONTRACT for the REPAIR/REHABILITATION/IMPROVEMENT OF DJPMM ACCESS ROAD TO DE LAS ALAS ROAD;

WHEREAS, the PARTY OF THE SECOND PART, being the lowest and the most capable bidder was awarded by the PARTY OF THE FIRST PART the right to undertake the aforesaid project;

NOW, THEREFORE, for and in the amount of THIRTY MILLION, FIVE HUNDRED NINETY EIGHT THOUSAND SIX HUNDRED FIFTY PESOS (Php 30,598,650.00) Philippine Currency to be paid by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART, the parties hereto have agreed as follows:

01. That the PARTY OF THE SECOND PART shall undertake the REPAIR/REHABILITATION/IMPROVEMENT OF DJPMM ACCESS ROAD TO DE LAS ALAS ROAD;
 02. That the project shall be undertaken by the PARTY OF THE SECOND PART in accordance with plans, specifications, program of works and statement of conditions, which are hereto attached and made integral parts of this contract. No deviation therefore shall be permitted unless with the written consent of the PARTY OF THE FIRST PART. The PARTY OF THE FIRST PART or his duly authorized representative during the progress of work or project has the power to order from time to time the re-execution of any portion of work, which in its opinion does not comply with such plans, specifications, program of works and statement of conditions;
 03. That the PARTY OF THE SECOND PART hereby agrees to furnish a Performance Security in any of the forms stipulated in Section 39.1 of Republic Act 9184 and its IRR-A to guarantee the faithful performance of this contract and to answer for the liquidated damages and for any unpaid cost of labor and materials;
 04. That the PARTY OF THE SECOND PART shall furnish labor, materials, equipment and manpower in the prosecution of this project. In this case, the PARTY OF THE SECOND PART binds itself to give the first opportunity of employment to workers who are residents of barangay where the project shall be prosecuted;
 05. That the PARTY OF THE SECOND PART shall not cede, transfer, sub-contract or assign this contract to any interested therein without the written consent of the PARTY OF THE FIRST PART. The approval of the sub-contract by the PARTY OF THE FIRST PART shall not relieve the PARTY OF THE SECOND PART from any of its obligations or liabilities under this agreement nor shall such approval; create any contractual relations between the sub-contractor and the PARTY OF THE FIRST PART.
 06. That the PARTY OF THE SECOND PART shall finish the work/project within two hundred forty (240) days from the day it is ordered commenced as herein above provided. In case the PARTY OF THE SECOND PART shall fail to finish the project within the time herein above stated, become insolvent, bankrupt, abandon or unduly delay the prosecution of the PARTY OF THE SECOND PART, or violate any terms and conditions of this Agreement, the PARTY OF THE FIRST PART may terminate the contract and take over the work/project. In such case, the PARTY OF THE FIRST PART may forfeit the bond and hold the PARTY OF THE SECOND PART liable for the excess of the expenses to be incurred by the PARTY OF THE FIRST PART in completing/finishing the project plus damages. The same rule applies in cases where the PARTY OF THE FIRST PART shall grant at its discretion, the PARTY OF THE SECOND PART extensions of time within which to comply with its obligations hereunder and shall fail to do so. The PARTY OF THE SECOND PART shall furthermore pay to the PARTY OF THE FIRST PART liquidated damages in the amount of 1/10 of 1% of the total contract cost minus the value of the completed portions of the contract certified by the government office concerned as usable as of the expiration of the contract time, for each calendar day of delay until the work is completed and accepted or take over by the Government.
- The rights and remedies herein provide shall not be exclusive of other rights and remedies of the PARTY OF THE FIRST PART may have against the PARTY OF THE SECOND PART by reason of this AGREEMENT;
07. That the PARTY OF THE FIRST PART, shall issue to the PARTY OF THE SECOND PART a written notice to commence work on the project after the completion of the signing of this contract;
 08. That the PARTY OF THE FIRST PART in its discretion and after inspection of the project made partial payments to the PARTY OF THE SECOND PART based on the percentage of work accomplished as certified


- by the City Engineer or his duly authorized representative. Except as provided for in Par. 6 and 9 hereof, full payment shall be made to the PARTY OF THE SECOND PART, and after the acceptance of the PARTY OF THE FIRST PART of the completed project.
09. The sum of 10% of the total amount due to the PARTY OF THE SECOND PART shall be retained from every progress payment due the latter until 50% of the value of the work done as determined by the PARTY OF THE FIRST PART are completed, which amount shall answer for any shrinkage or fault that may appear in the work/project within the period of sixty (60) days from the acceptance of the project. At the option of the PARTY OF THE FIRST PART, such retention may be released in favor of the PARTY OF THE SECOND PART upon full acceptance of the project provided that the PARTY OF THE SECOND PART shall post as irrevocable stand-by letter of credit in favor of the PARTY OF THE FIRST PART which shall substitute for the purpose for which 10% retention is intended.
10. That the PARTY OF THE SECOND PART shall assume full responsibility for the project from time the construction commenced up to final acceptance by the city government and shall be held responsible for any damage or destruction of the works except those occasioned by *force majeure*;
11. That the PARTY OF THE SECOND PART shall be fully responsible for the safety, protection, security and convenience of his personnel, third parties, and the public at large, as well as the works, equipment, installation and the like to be affected by construction work and shall be required to put up warranty security in accordance with the form and schedule stipulated in Republic Act 9184 and its IRR-A.
12. After final acceptance of the project by the PARTY OF THE FIRST PART, the PARTY OF THE SECOND PART shall be held responsible for structural defects and/or failure of the completed project within the warranty periods stipulated in Section 62.2.2 (a, b and c) of Republic Act 9184 and its IRR-A from final acceptance, except those occasioned by *force majeure* and those caused by other parties
13. That the notarial expenses to be incurred in the execution of this project shall be borne by the PARTY OF THE SECOND PART;
14. That the parties hereto agree that all legal actions arising from this Agreement shall be brought before the proper courts of Batangas City.

IN WITNESS WHEREOF, the parties have hereunto set their hands this APR 30 2018 day of _____ at Batangas City.

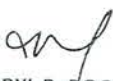
BATANGAS CITY GOVERNMENT
(Party of the First Part)


BEVERLEY ROSE A. DIMACUHA
City Mayor

JASMIG CONSTRUCTION CORPORATION
(Party of the Second Part)


JANE A. CASAS
Contractor

SIGNED IN THE PRESENCE OF:


SHERRYL B. BOOL
Asst. City Accountant-OIC

ACKNOWLEDGEMENT

Republic of the Philippines)
Batangas City)S.S.

BEFORE ME, a NOTARY PUBLIC, appeared Mayor BEVERLEY ROSE A. DIMACUHA with Passport No. EB7552947 issued on March 5, 2013 and JANE A. CASAS with Passport No. EC1350707 issued at Batangas City on June 7, 201 known to me to be the same person who executed the following statement and they acknowledge to me that the same is their free and voluntary act and deed.

This statement which refers to a contract for REPAIR/REHABILITATION/IMPROVEMENT OF DJPMM ACCESS ROAD TO DE LAS ALAS ROAD consists of three (3) pages including this page on which this acknowledgement is written signed by pages by both parties and their witnesses.

WITNESS MY HAND AND SEAL this _____ day of APR 30 2018, 2018 at Batangas City.

NOTARY PUBLIC

SHERWIN GARDNER A. BAROLA

Notary Public

Notarial Comm. from Jan. 2017

Until December 31, 2018

PTR No 3921857/01-03-2018/Batangas City

Roll of Attorney's No. 58043

MCLE Compliance No. V-0009527, dtd 08-03-2015

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Series of 2018

[Handwritten signatures and initials in the left margin]