

Republika ng Pilipinas
Lungsod Quezon
SANGGUNIANG PANLUNGSOD
(City Council)

PR97-216

107th Regular Session

RESOLUTION NO. SP- 782, S-97

A RESOLUTION RATIFYING THE NEGOTIATED CONTRACT OF WORK FOR THE REHABILITATION, REPAIR AND RENOVATION OF THE CARLOS ALBERT SESSION HALL AND AUTHORIZING THE HONORABLE VICE MAYOR HERBERT M. BAUTISTA TO SIGN THE SAME IN BEHALF OF THE CITY GOVERNMENT, THE AMOUNT NECESSARY THEREFOR TO BE TAKEN FROM ANY AVAILABLE FUNDS OF THE CITY COUNCIL.

Introduced by Councilors GODOFREDO T. LIBAN II, EMILIO G. TAMAYO, VICTOR V. FERRER, JR., CONNIE S. ANGELES, MOISES S. SAMSON, JOSEPH PETER S. SISON, WILMA AMORANTO-SARINO, ANTONIO L. SIOSON, WINSTON "Winnie" T. CASTELO, MA. FRESCA M. BIGLANG-AWA, MARCIANO P. MEDALLA, ANTONIO V. HERNANDEZ (Anthony Alonzo), ENRICO S. SERRANO, FRANZ S. PUMAREN, JORGE L. BANAL, MICHAEL F. PLANAS, EUFEMIO C. LAGUMBAY, CESAR A. DARIO, JR., NANETTE CASTELO DAZA, BAYANI V. HIPOL, ALFREDO A. FRANCISCO (Fred Montilla), RAMON G. MATHAY, ALMARIO E. FRANCISCO and MARVIN C. RILLO.

Co-Introduced by Councilor Alberto M. Galarpe.

WHEREAS, the Carlos Albert Session Hall is designated as the official venue for the regular, special and executive sessions of the City Council;

WHEREAS, the Carlos Albert Session Hall has been observed to be in dire need of rehabilitation, repair and renovation as evidenced by the worn interiors and furnishings, damaged chairs in the gallery and leaks in the roofs which inundate the hall during bad weather;

WHEREAS, such defects hinder the legislative functions of the City Council, and pose hazards to the public and members of the City Council;

WHEREAS, in view of the above cited circumstances, there is an urgent and compelling need for the rehabilitation, repair and renovation of the Carlos Albert Session Hall for safety and aesthetic purposes and to restore its beauty and grandeur as the seat and showcase of the country's premier City Council;

WHEREAS, pursuant to the above, the City government through the Vice Mayor and Presiding Officer has entered into a negotiated contract of work with CVEP Builders of #25 Mayaman Street, U.P. Village, Diliman, Quezon City, represented by Mr. Cesar P. Villanueva, amounting to Five Million Five Hundred Forty Three Thousand Six Hundred Seventy Nine Pesos and Ten Centavos (P5,543,679.10), the amount to be taken from any available funds of the City Council;

WHEREAS, subject negotiated contract of work was entered into by the Vice Mayor and Presiding Officer in his capacity as the Chief Administrative Officer whose authority invariably includes the authority to sign all warrants, disbursements and monies of the legislative branch of the City government;

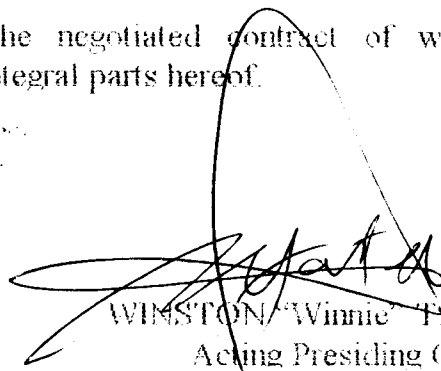
NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF QUEZON CITY IN SESSION ASSEMBLED, to ratify, as it does hereby ratify, the negotiated contract of work for the rehabilitation, repair and renovation of the Carlos Albert Session Hall amounting to Five Million Five Hundred Forty Three Thousand Six Hundred Seventy Nine Pesos and Ten Centavos (P5,543,679.20), the said amount to be taken from any available funds of the City Council.


RESOLVED, FURTHER, to authorize, as it does hereby authorize, the Honorable Vice Mayor Herbert M. Bautista to sign the same in behalf of the City government.

RESOLVED, FINALLY, that the negotiated contract of work and all documents pertaining thereto are made integral parts hereof.

ADOPTED: September 30, 1997.


WINSTON "Winnie" E. CASTELO
Acting Presiding Officer

ATTESTED:


EUGENIO V. JURILLA
City Secretary

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Republika ng Pilipinas
Lungsod Quezon
SANGGUNIANG PANLUNGSOD
(City Council)

NEGOTIATED CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Negotiated Contract, made and entered in Quezon City, Metro Manila, by and between:

QUEZON CITY, a public corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at the City Hall Building, Diliman, Quezon City, Metro Manila, and herein represented by the HON. HERBERT M. BAUTISTA in his capacity as Vice-Mayor, Quezon City, here in after referred to as the PARTY OF THE FIRST PART;

- and -

C V E P BUILDERS, A private corporation / single proprietorship, duly organized and by virtue of the laws of the Republic of the Philippines, with principal office at 25 Mayaman St., U.P. Village Diliman, Quezon City and herein represented by Cesar D. Villanueva, General Manager, herein referred to as the PARTY OF THE SECOND PART.

WITNESSETH

1. WHEREAS, there is a need to allocate the amount of FIVE MILLION FIVE HUNDRED FOURTY THREE THOUSAND SIX HUNDRED NINETY SEVEN PESOS AND 10/100. (P 5,543,697.10) for the renovation, repair of rehabilitation of Carlos Albert Hall.
2. WHEREAS, CVEP BUILDERS had manifested through a Letter of Intent its desire to undertake constuction of the aforementioned Project.
3. WHEREAS, the Contractor has adequate financial, technical equipment and manpower capabilities and a good record of performance in undertaking similar infrastructure projects;
4. WHEREAS, the Vice Mayor and Presiding Officer is the sole City Government Official authorized to sign financial disbursements, warrants and release monies and funds of the legislative branch of the City Government.
5. WHEREAS, Resolution No. SP - 202 authorizes the City Vice-Mayor to enter into negotiated contract for the repair of Carlos Albert Session Hall, Project.
6. WHEREAS, the said amount needed for the said project should be taken from any available funds of the City Council.

EDUARDO R. SOLIMAN
Secretary to the Vice Mayor
Office of the Vice Mayor

CERTIFIED TRUE COPY
Eduardo R. Soliman
Secretary to the Vice Mayor

Herbert M. Bautista
HERBERT M. BAUTISTA
City Vice-Mayor

Jel M. Carbonell
JEL M. CARBONELL
Chairman - LMC

Alfred J. Macapagal
ALFRED J. MACAPAGAL
City Engineer

Cesar D. Villanueva
CESAR D. VILLANUEVA
CVEP BUILDERS
Contractor

NOW THEREFORE, for and in consideration of the mutual consents and undertaking herein after provided the PARTIES here to have agree as follows.

ARTICLE I
SCOPE OF WORK

The PARTY OF THE SECOND PART shall fully and faithfully furnish all necessary labor, materials, equipment and performance by the PARTY OF THE SECOND PART of all operations necessary for the complete repair rehabilitation, renovation of this project.

ARTICLE II
CONTRACT DOCUMENTS

The following documents shall be deemed integral part of this Contract and the terms and conditions embodied therein are deemed reproduced by way of reference and or incorporations:

1. Duly approved Program of Work and Cost Estimate
2. Approved Agency Estimate (AAE)
3. Approved Plans/Drawings
4. Certificate of Availability of Funds
5. Performance Security
6. Contractors Proposal
7. Cash Flow Diagram/PERT-CPM
8. Affidavit of Site Inspection.
9. Detailed Estimate
10. Letter of intent of the contractor

ARTICLE III
CONTRACT PRICE

As consideration for the full and faithful performance and accomplishment of all the obligations specified in Article I above, which the PARTY OF THE SECOND PART agreed to undertake, perform and accomplish the PARTY OF THE FIRST PART shall pay the PARTY OF THE SECOND PART in the amount of FIVE MILLION FIVE HUNDRED FOURTY THREE THOUSAND SIX HUNDRED NINETY SEVEN PESOS AND 10/100. (P 5,543,697.10).

ARTICLE IV
PERFORMANCE SECURITY

Contemporaneous with the signing of this Contract, The PARTY OF THE SECOND PART shall post a Performance Security in favor of the PARTY OF THE FIRST PART in a form of Surety Bond in the amount of ONE MILLION SIX HUNDRED SIXTY THREE THOUSAND ONE HUNDRED NINE PESOS AND 13/100.(P 1,663,109.13) for the project.

HERBERT M. BAUTISTA
City Vice-Mayor

EDUARDO M. CARBONELL
Chairman
LTC

ALFREDO M. ...
City Engineer

CESAR M. VILLANUEVA
OVER BUILDERS
Contractor

ARTICLE V
WORK COMPLETION

That the PARTY OF THE SECOND PART shall commence work started in the Notice to Commence and expressly warrants to complete the project within Sixty Days (60) inclusive of Saturdays, Sundays and Legal Holidays. Failure to complete the same within stipulated time, plus anytime extension duly granted, the PARTY OF THE SECOND PART shall pay the PARTY OF THE FIRST PART the amount of 75% of the remaining value of the contract divided by the total contract time including any extension duly granted for each calendar day of delay until the work is completed and accepted or taken over by the PARTY OF THE FIRST PART.

ARTICLE VI
PAYMENTS

That the PARTY OF THE FIRST PART shall make payment on account of this contract as follows:

1. PROGRESS PAYMENT

on or before the fifth day of the month, NINETY PERCENT (90%) of the value of the work performed during the previous month shall be paid to the PARTY OF THE SECOND PART by the PARTY OF THE FIRST PART, the value of the work being based on the cost of materials, labor, and other expenses incurred during the said period as estimated and verified by the Office of the CITY ENGINEER subject to the usual accounting and auditing requirements. The remaining balance of the contract price shall be paid to the PARTY OF THE SECOND PART after deducting all payments made. However, no payments shall be made to the PARTY OF THE SECOND PART unless Certificate of Accomplishment fully supported with affidavit that all labor and materials within the period are fully paid by the Contractor provided further that all program payments for projects undertaken by the contract shall be subject to retention of ten percent (10%) based on the total amount due to the Contractor prior to any deduction thereof. Ten percent (10%) retention shall be deducted from every progress billing until fifty percent (50%) of the value of the works have been completed satisfactorily and on schedule, no additional retention shall continue to be deducted.

The total retention money shall be released upon final acceptance of the work and after the contractor has posted a guarantee bond issued by the GSIS, pursuant to COA Circular No. 79-112 dated August 30, 1979 to ensure the repair of any defects in the completed project within one (1) year from the date of the acceptance which are attributed to faulty construction or use of inferior quality materials or non-compliance with specifications.

The aforementioned guarantee bond to be secured from GSIS in the amount equivalent to ten (10%) percent of the contract price shall be effective on year starting from the date of acceptance of the projects.

HERBERT M. BAUTISTA
City Vice-Mayor

EMANUEL M. CARBONELL
Chairman

ALFREDO A. MACAPUNAT
City Engineer

CESAR D. VILLANUEVA
Contractor

ARTICLE VII
ADDITIONAL PROVISION

1. That the PARTY OF THE FIRST PART shall not be liable for any violation of labor laws to the employment and compensation committed by the PARTY OF THE SECOND PART in connection with the employee-employer relations between the letter and his co workers and or employees.

2. That this contract shall take effect upon review and/ or approval of the authorities concerned.

IN WITNESS WHEREOF, THE PARTIES affixed their signature this _____ day of _____ 1997.

QUEZON CITY

BY

HERBERT M. BAUTISTA
City Vice-Mayor

BY :

CVEP BUILDERS

BY:

CESAR D. VILLANUEVA
General Manager

SIGNED IN THE PRESENCE OF :

EMMANUEL M. CARBONELL
CHAIRMAN LTC

ALFREDO N. MACAPUSAY
CITY ENGINEER

ACKNOWLEDGEMENT

(REPUBLIC OF THE PHILIPPINES)
Quezon City Metro Manila) S.S.

BEFORE ME, a Notary public, for and the above jurisdiction, personally appeared Hon. Herbert M. Bautista, with Com. Tax Cert. No. _____ issued at Quezon City on _____ and CESAR D. VILLANUEVA, General Manager, with Com. Tax Cert. No. 906E issued at Quezon City on January 9, 1997, known to me to be the same persons who executed the foregoing contract consisting of five (4) page including this page to which this acknowledgement appears, and they acknowledged to me that the same is their own free will and voluntary act and deed as all of the corporation/ juridical entitles represented. of _____ 1997.

IN WITNESS WHEREOF, I have hereunto set my hands and seal on the date and place mentioned above.

Doc. No. 50
Page No. 1/1
Book No. _____
Series of 1997.

Y. CORDERO T. LIBAN
NOTARY PUBLIC Public
UNTIL DEC. 31, 1998
PIR NO. 8303943
QUEZON CITY 1-18-97