



Tourism Infrastructure and Enterprise Zone Authority
Office of the Chief Operating Officer

DOCUMENT TRACKING/ACTION PAGE		Date Received: September 29, 2020	Acct.: Symonds
		Serial No. 20092902	Pages: 10 pages
FROM/SUBJECT: ACOO-AAES - Supplemental Memorandum of Agreement Between TIEZA & DPWH Region IV-B for the Sewerage & Waste Water Facility & Boardwalk, Puerto Galera, Oriental Mindoro			
FROM	TO	REMARKS/ACTIONS	
OCO	Legal Atty Mitch	<p>Supplemental MWA re above project. For your review if okay to sign. Supplemental was advised by legal. Pls check LO.</p>	

Tourism Infrastructure & Enterprise Zone Authority Legal Department SEP 30 2020 RECEIVED By: _____
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SUPPLEMENTAL MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS.

This Agreement made and entered into this _____ day of _____

2020 in the City of Philippines, by and between. •

The TOURISM INFRASTRUCTURE and ENTERPRISE ZONE AUTHORITY, a government-owned and controlled corporation, with office address at 7th floor, Tower 1, Double Dragon, Meridian Tower, Diosdado Macapagal Ave. cor. EDSA extension, Pasay City, represented herein by its Chief Operating Officer, POCHOLO JOSELITO D. PARAGAS, hereinafter referred to as "TIEZA" •

The DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS REGION-IVB, with office address in EDSA, Quezon City, represented herein by its Regional Director, WILFREDO S. MALL-ARI hereinafter referred to as "DPWH";

- and —

The MUNICIPALITY OF PUERTO CALERA PROVINCE OF ORIENTAL MINDORO, a local government unit, represented herein by its Mayor, ROCKY D. LAGAN, hereinafter referred to as "MUNICIPALITY";

WITNESSETH:

WHEREAS, in accordance with its mandate to develop tourism infrastructure projects in the country, TIEZA shall fund the SEWERAGE AND WASTE WATER FACILITY AND BOARDWALK located at Puerto Galera, Oriental Mindoro hereinafter referred to as the "PROJECT";

WHEREAS, TIEZA, DPWH and the MUNICIPALITY mutually agreed to develop, improve, and maintain this PROJECT in Puerto Galera, Oriental Mindoro with budgetary allocation from TIEZA.

WHEREAS, the PROJECT shall be implemented by the DPWH through public bidding, and, upon completion, it shall be turned-over, maintained, managed, and operated by the MUNICIPALITY;

WHEREAS, on 09 January 2020, a TRIPARTITE MEMORANDUM OF AGREEMENT was executed between the herein parties for the abovementioned PROJECT;

POCHOLO JOSELITO D. PARAGAS
For TIEZA

WILFREDO S. MALLARI
For the DPWH

ROCKY D. LAGAN
For the Municipality

POCHOLO JOSELITO D. PARAGAS
For TIEZA

WHEREAS, pursuant to Republic Act No. 11469 or the "Bayanihan to Heal as One Act", TIEZA remitted Twelve Billion Pesos to the Bureau of Treasury for the implementation of emergency measures to contain the spread of COVID-19, as well as to provide assistance to cushion the impact of severe disruption of economic activities;

WHEREAS, in view of the above remittance, TIEZA can only provide fifteen percent (15%) of the project cost or the mobilization cost as the first tranche/release of payment for the implementation of the said PROJECT;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and undertakings hereinafter set forth, the parties hereto have agreed as follows

1. Transfer the Funds to the DPWH in the amount of PESOS: TWO HUNDRED NINETY FOUR MILLION SIX HUNDRED NINETY FIVE THOUSAND EIGHT HUNDRED FOURTY SIX PESOS AND 60/100 CENTAVOS (**P294,695,846.60**), for the construction and completion of the SEWERAGE AND WASTE WATER FACILITY AND BOARDWALK located at Puerto Galera, Oriental Mindoro.

The Project Cost shall be released in two (2) tranches, based on the following schedule and subject to conditions set out in this Agreement:

- a) First release -- **FIFTEEN PERCENT (15%) OF THE TOTAL PROJECT COST** upon the submission by the DPWH of the required procurement documents, including BAC Resolution recommending award;
 - b) Second/Final release - **EIGHTY FIVE PERCENT (85%) OF THE TOTAL PROJECT COST OR THE REMAINING BALANCE**, upon request of the DPWH and full and proper liquidation of the amount in the first tranche released and submission of accomplishment report duly signed by TIEZA Project Engineer;
2. All other terms and conditions of the Memorandum of Agreement dated 09 January 2020, not otherwise inconsistent herewith, shall remain in full force and effect.
 3. This Supplemental Memorandum of Agreement shall be considered as part and parcel of the principal Memorandum of Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date and place above-written.

WILFREDO S. MALLARI
For the DPWH

ROCKY D. ILAGAN
For the Municipality

TOURISM INFRASTRUCTURE AND DEPARTMENT OF WORKS ENTERPRISE
ZONE AUTHORITY AND HIGHWAYS REGION-IV - B By:

POCHOLO JOSELITO D. PARAGAS
Chief Operating Officer

WILFREDO S. MALLARI
Regional Director

MUNICIPALITY OF PUERTO CALERA PROVINCE OF ORIENTAL MINDORO

ROCKY D. LAGAN
Municipal Mayor

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF) S.S.

BEFORE ME, a Notary Public for in the City of personally appeared.

POCHOLO JOSELITO D. PARAGAS	
WILFREDO S. MALIARI	
ROCKY D. LAGAN	

Exhibiting their valid Identification Cards respectively, known to me and to me known to be the same persons who executed the foregoing instrument consisting of three (3) pages including this page upon which this acknowledgment is written and acknowledged that the same are their own free act and deed and that of the entities which they represent.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place above written.

Doc. No..

Page No. _____;

Book No.

Series of 2020.