






**TOURISM
INFRASTRUCTURE AND
ENTERPRISE
ZONE
AUTHORITY**

6th & 7th Floors, Tower 1
Double Dragon Plaza
Double Dragon Meridian Park
Macapagal Avenue corner
Edsa Extension Bay Area
Pasay City 1308

 (+632) 8512-0115 loc. 750
 comds.tieza.gov.ph
 www.tieza.gov.ph

MEMORANDUM

FOR : The Head, BAC Secretariat

FROM : The Manager
Construction Management Department

SUBJECT : **BEAUTIFICATION OF LEGAZPI BOULEVARD**
Legazpi, Albay

DATE : January 21, 2021

Please be informed that the above mentioned project is being implemented by DPWH Region-V through Transfer of Funds (TOF).





RESURRECION L. ASPURIA

Cc: Chief Operating Officer



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RESURRECION L. ASPURIA

Cc: Chief Operating Officer

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

SEP 26 2019

This Agreement made and entered into this _____ day of _____ 2018 in the Manila, 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-V**, with office address in Rawis, Legazpi City, represented herein by its Regional Director, **VIRGILIO C. EDUARTE** hereinafter referred to as "**DPWH**";

- and -

The **CITY OF LEGAZPI PROVINCE OF ALBAY**, a local government unit, represented herein by its Mayor, **NOEL E. ROSAL**, hereinafter referred to as "**CITY**";

WITNESSETH:


WHEREAS, in accordance with its mandate to develop tourism infrastructure projects in the country, TIEZA shall fund the **BEAUTIFICATION OF LEGAZPI BOULEVARD** located at Legazpi, Albay, hereinafter referred to as the "**PROJECT**";

WHEREAS, TIEZA, DPWH and the CITY mutually agreed to develop, improve, and maintain this PROJECT in Legazpi, Albay with budgetary allocation from TIEZA which shall be released to the DPWH in tranches;

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 CITY;

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


POCHOLO JOSELITO D. PARAGAS
For TIEZA


VIRGILIO C. EDUARTE
For the DPWH


NOEL E. ROSAL
For the CITY

ARTICLE I: OBJECTIVES

Through this Agreement, the parties express their respective participations and commitments to the successful implementation, operation, maintenance, and management of the PROJECT, with the common objective to promote and develop the tourism industry in the CITY.

ARTICLE II: RESPONSIBILITY OF PARTIES

A. Consistent with the purposes of this Agreement, TIEZA shall:

1. Transfer the Funds to the DPWH in the amount of PESOS: **SEVENTEEN MILLION EIGHT HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED ONE PESOS AND 15/100 CENTAVOS (P17,873,501.15)**, for the construction and completion of the **BEAUTIFICATION OF LEGAZPI BOULEVARD** located at Legazpi City, Albay in accordance with plans, specifications and the approved budget for the contract (ABC), hereto attached as **Annex "A"** and made integral part of this Agreement.

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 – PESOS: **TWELVE MILLION PESOS (P12,000,000.00)**, upon the submission by the CITY and DPWH of the required procurement documents, including Notice of Award (NOA);
 - b) Second/Final release – PESOS: **FIVE MILLION EIGHT HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED ONE PESOS AND 15/100 CENTAVOS (P5,873,501.15)**, 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 stating that the project is 100% completed;
2. Assign a Project Engineer to monitor the progress of the construction of the PROJECT, and to ensure the proper disbursement and liquidation of funds.
 3. TIEZA or its duly authorized representative shall have the right to inspect the PROJECT at any reasonable hour of the day upon presentation of an authorization and proper identification.


POCHOLO JOSELITO D. PARAGAS
For TIEZA

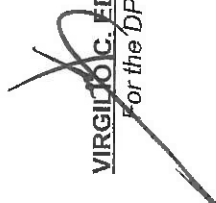

VIRGLIO C. EDUARTE
For the DPWH


NOEL E. ROSAL
For the CITY

B. For its part, the DPWH obligates itself to:

1. Accept the fund appropriated for the construction and completion of the PROJECT, and place the same in a trust account opened by the DPWH specifically for the project.
2. Upon receipt of the DPWH of the amount allotted for each tranche of the project cost, the Treasurer of the DPWH shall issue an Official Receipt acknowledging receipt of the amount and immediately submit the same to TIEZA.
3. Fully and properly liquidate the fund released in accordance with the existing and applicable government accounting and auditing rules and submit the liquidation documents to TIEZA.
4. Faithfully, honestly, and competently undertake and complete the PROJECT in accordance with the design and specifications, within the project duration approved by TIEZA. Any modification of the plans shall be subject to the prior approval by TIEZA. A certificate of completion shall be submitted to TIEZA.
5. Return to TIEZA within ninety (90) days from the date of completion of the project, any unutilized or unexpended fund. In no instance shall any portion of the budget be used by the DPWH for any other purpose.
6. Submit a report of disbursement as verified by the Commission on Audit (COA) Auditor of the DPWH, to TIEZA.
7. Furnish TIEZA copy of the Post Audit Report prepared by the COA Engineers.


POCHOLO JOSELITO D. PARAGAS
For TIEZA


VIRGILIO C. EDUARTE
For the DPWH

C. For its part, the CITY obligates itself to:

1. Appropriate adequate funds for the continued operation, administration and maintenance of the PROJECT. In this connection the CITY shall appoint an administrator and support personnel who shall be directly responsible for the operation of the PROJECT.
2. Upon completion of the PROJECT, accept the formal turn-over of the project, completed in accordance with approved plans as certified to by the TIEZA Project Engineer and henceforth be wholly responsible for the administration, conservation, and proper maintenance of the project.


NOEL E. ROSAL
For the CITY

ARTICLE III: OTHER COVENANTS


POCHOLO JOSELITO D. PARAGAS
For TIEZA


VIRGINIO C. EDUARTE
For the DPWH


NOEL E. ROSAL
For the CITY

1. This Agreement contains the entire understanding of the parties. No modification or alteration of this Agreement shall be considered as having been made unless executed in writing and duly signed by the parties hereof. If any part of this Agreement be declared null and void by a competent authority, the other parts not affected thereby shall remain valid and binding between the parties;
2. It is understood and agreed that should there be any violation of the terms and conditions of this Agreement by the CITY, DPWH, and TIEZA shall be constrained from entertaining or considering requests by the DPWH on any project to be funded by the TIEZA.
3. The CITY shall submit to TIEZA a Sangguniang Panglungsod Resolution authorizing the Mayor to enter/sign this contract and accept the turn-over of the project.
4. The CITY shall submit to TIEZA a proof of public ownership of the project site and/or a certification that the site is not privately-owned.
5. The CITY shall submit to the TIEZA an Operation and Maintenance Plan for the project to ensure the sustainability of its administration and maintenance.
6. It is hereby understood and agreed that the TIEZA or its duly authorized representative shall have the right to inspect the premises at any reasonable hour of the day upon presentation by the representative of an authorization and proper identification for the purpose. Failure to present the above shall give the right to deny access to the premises.
7. TIEZA may require the DPWH to submit documents, reports, books, certificates, affidavits, photographs and such other proof of the completion of project.
8. It is hereby understood and agreed that the DPWH shall take up in its books of accounts the project in accordance with accounting and auditing rules and regulations.
9. The provisions, requirements and conditions under R.A. 9184 and its IRR are incorporated in this Agreement.
10. The DPWH shall invite a duly authorized representative of TIEZA to observe and witness the pre-procurement conference and opening of bids.
11. It is hereby understood that if the approved budget for the contract is less than the budgetary estimate approved by the TIEZA Board, the

approved budget for the contract shall be used in the construction contract.

12. The DPWH shall liquidate the total funds transferred to it in accordance with the terms of this Agreement and auditing rules and regulations.
13. The request for release of the First Tranche and Second Tranche/ Final Tranche of the project cost as well as the submission of the reportorial and documentary requirements to TIEZA shall be covered by corresponding transmittal letters from the DPWH.
14. Should the DPWH fail to liquidate the project cost within the prescribed period, the TIEZA shall exercise its right to file the necessary legal actions against the DPWH to protect the interest of the Government.
15. The Parties are under obligation to ensure the security of all personal and/or sensitive personal information received and shared between and among themselves in compliance with the Data Privacy Act of 2012 (RA 10173).
16. In case of data privacy concerns involving the parties and this MOA, reference shall be made to the TIEZA Privacy Manual;
17. In such event, the Authority shall not terminate this Agreement, but will immediately enforce the necessary measures in case of breach provided for in the Data Privacy Act, its IRR and related issuances.

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

**TOURISM INFRASTRUCTURE AND
ENTERPRISE ZONE AUTHORITY**
By:

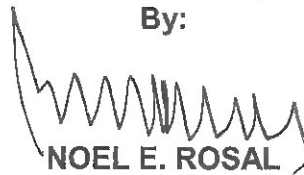

POCHOLO JOSELITO D. PARAGAS
Chief Operating Officer

**DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS REGION-V**
By:


VIRGILIO C. EDUARTE
Regional Director

CITY OF LEGAZPI
PROVINCE OF ALBAY

By:


NOEL E. ROSAL
Municipal Mayor

SIGNED IN THE PRESENCE OF:


Engr. Danilo J. Villa Jr.
District Engineer 2nd District Albay

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Manila, personally appeared:

POCHOLO JOSELITO D. PARAGAS	
VIRGILIO C. EDUARTE	
NOEL E. ROSAL	

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 six (6) 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.

SEP 26 2019

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

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Page No. 64
Book No. 159
Series of 2019

MOA-TOF- Beautification of Legazpi Boulevard, Legazpi, Albay / Marikina

ATTY. JOHN DOMINGO A. PONCE, JR.
NOTARY PUBLIC
APPOINTMENT No. M-92 / MAKATI CITY
UNTIL DECEMBER 31, 2020
PTR No. 7333129 / 01-3-2019 / MAKATI CITY
BIR No. 8788960 / 11-27-2018 / RIZAL
MILE COMPLIANCE No. V-0023350 / 00-03-2018
ROLL No. 36452 / TIN No. 105-889-102-000
Unit G-14 Makati Executive Tower 3
Sen. Gil Puyat Avenue, P.O. Box 1188,
Makati City, Metro Manila.



(+632) 512-0115
www.tieza.gov.ph

BEAUTIFICATION OF LEGAZPI BOULEVARD, LEGAZPI CITY, ALBAY

Mode of Implementation: By Contract

Contract Duration: 180 CD

BID PRICE ANALYSIS OF IMPLEMENTATION OF CONTRACT												
ITEM NO.	DESCRIPTION	QTY	UNIT	ESTIMATED DIRECT COST	MARK-UP IN %	TOTAL MARK-UP		VAT	TOTAL INDIRECT COST	TOTAL COST	UNIT COST	
						OCM	PROFIT					%
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
I.	GENERAL REQUIREMENTS	1	lot	577,072.15		12%	12%	69,248.66	32,316.04	101,564.70	678,636.85	678,636.85
II.	CONCRETE EDGING	217.9	m³	1,673,723.76	8%	12%	20%	334,744.75	100,423.43	435,168.18	2,108,891.94	9,678.26
III.	PAVER BLOCKS	9391.8	m²	11,661,871.44	8%	12%	20%	2,332,374.29	699,712.29	3,032,086.58	14,693,958.02	1,564.55
IV.	FORMWORKS & SCAFFOLDING	1	lot	311,122.50	8%	12%	20%	62,224.50	18,667.35	80,891.85	392,014.35	392,014.35
	TOTAL			14,223,789.85				2,798,592.20	851,119.10	3,649,711.30	17,873,501.15	

REVIEWED BY:

RECOMMENDING APPROVAL:

APPROVED BY:

ENGR. JEDF REYL. MACALALAD

Project Evaluation and Planning
Department

ENGR. NESTOR M. DOMALANTA
Assistant Chief Operating Officer
Architectural and Engineering
Services Sector

~~POHOLLO J.D. PARAGAS~~
Chief Operating Officer

infra (Repp). Beautification of
Legazpi Boulevard, Legazpi
City, Albay

9 17,873,501.15

2018-12-1