



Republic of the Philippines  
**DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT**  
Regional Office I

## NOTICE TO PROCEED

**ENGR. REYNALDO D. BALANON**

Proprietor  
ECDI Engineering and Construction  
Biday, City of Fernando, La Union

**Dear Engr. Balanon:**

The attached **CONTRACT OF AGREEMENT** having approved, notice is hereby given to **ECDI ENGINEERING AND CONSTRUCTION**, to proceed with the implementation of the **Construction of Department of the Interior and Local Government-Provincial Office, City of San Fernando, La Union** effective April 24, 2017.

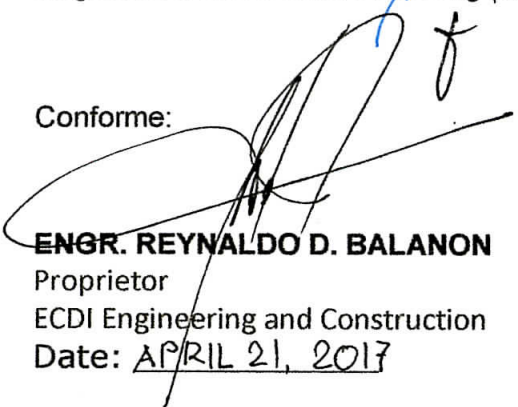
Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing at the **"Conforme"** portion at the bottom of this page and furnish us with a signed copy hereof.

Very truly yours,

  
**JAMES F. FADRILAN, CESO IV**  
Regional Director/Head, Procuring Entity

Conforme:

  
**ENGR. REYNALDO D. BALANON**  
Proprietor  
ECDI Engineering and Construction  
Date: APRIL 21, 2017







The Contractor warrants that all of the materials used in performing the Work will be new unless otherwise specified and that all Work will be of good quality and in conformance with applicable building codes and laws.

The Contractor warrants that the work will be free from defects in materials and workmanship for a period of One (1) Year from the date of the final completion and payment under this contract. The Contractor will obtain for the Client's benefits and assign to the Client, all manufacturer's warranties applicable to materials or equipment installed by the contractor or any of its subcontractors.

Any variation orders requested by the Client to the Contractor shall be of no effect unless reduced in writing.

#### 9. AUTHORIZED DELAY CONDITIONS

The Contractor is responsible to notify in writing, the Client for the occurrence of Unforeseen Events which will cause the delay of the completion of the Work. Such cause will be authorized provided that the delay shall not exceed thirty (30) days upon receipt by the Client of the said notice.

#### 10. DISPUTE RESOLUTION

Any dispute arising from the terms and conditions of this contract shall be amicably settled by the parties concerned. However, in the event that no settlement reached by the parties, a suit shall be filed in court of City of San Fernando, La Union for the enforcement of this Contract.

That in any event a violation of the terms of this Contract by the Contractor, be it direct or indirect, the Contractor shall pay the Client in the amount of Five Hundred Thousand Pesos (Php 500,000.00) as liquidated damages as defined the Civil Code of the Philippines for such violation. The amount shall not include any award to be adjudicated by courts in favor of the Client.

#### 11. ANY DOCUMENTS/LICENSE REQUIRED BY LOCAL GOVERNMENT UNIT

The Contractor will comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over performance of the Work.

Any license/permits or any documents necessary for the implementation of this program of work and for this contract shall be the sole responsibility of the Contractor. In the event that the contractor fails to secure or comply with the requirements of the LGU concerned, the Client shall be the one to comply at the expense of the Contractor. In such case, the Contractor shall pay the cost in favor of the Client.

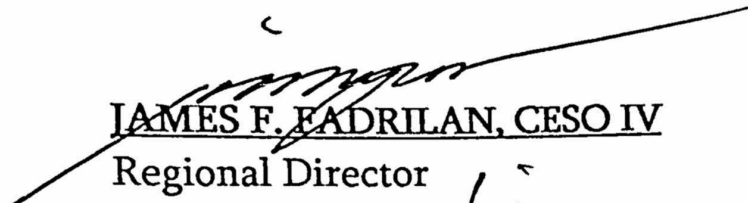
IN WITNESS WHEREOF, the parties through their respective representatives, hereunto voluntarily set their hands this 10<sup>th</sup> of APRIL, 2017 at City of San Fernando, La Union, Philippines.

DEPARTMENT OF THE INTERIOR  
LOCAL GOVERNMENT RO 1

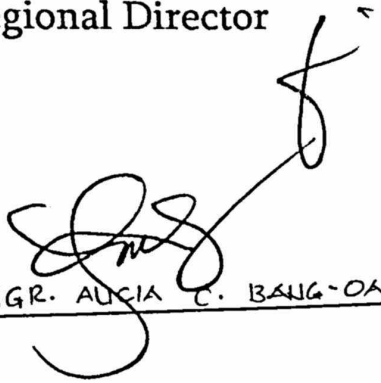
ECDI ENGINEERING AND &  
CONSTRUCTION

By:


By:

  
JAMES F. FADRILAN, CESO IV  
Regional Director


  
ENGR. REYNALDO D. BALANON  
Proprietor

  
ENGR. ALICIA C. BANG-OA

WITNESSES:

  
TERESITA P. ESLAVA

FUNDS AVAILABLE

  
SETY ZORAYDA S. PEREZ  
Regional Accountant