**CONTRACT**

**MADE:** This 7th day of January 2025 at City of Malabon, Metro Manila, Philippines

**PARTIES:**

**FIRST PARTY:** **5i CONSTRUCTION CORPORATION, ("5iCC"),** a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 28 Rodriguez Street, Panghulo, Malabon City, represented herein by its **Authorized Managing Officer, ROLAND RADCLIFFE A. IMPERIO.**

**SECOND PARTY:** **MUNICIPAL GOVERNMENT OF HERMOSA, BATAAN,** a local government unit duly organized and existing under the laws of Republic of the Philippines, with principal office address at Hermosa Municipal Hall, Barangay Burgos-Soliman, Hermosa, Bataan, represented herein by its **Mayor, HON. ANTONIO JOSEPH R. INTON**

**RECITALS:**

1. The **FIRST PARTY** owns and operates a residual waste hauling company among its other business that it is authorized to conduct;

2. The **FIRST PARTY** has an existing contract with Eco Protect Waste Management Corp., a DENR-registered engineered sanitary landfill located at Porac, Pampanga;

3. The **SECOND PARTY** is generating and recycling residual solid waste for disposal and is looking for a hauler and sanitary landfill facility as final disposal for such residual solid wastes;

4. After having been declared as the single calculated responsive bidder in a competitive bidding conducted for the hauling and disposal of the municipality's residual waste to a Sanitary Landfill, the aforesaid contract was awarded to the **SECOND PARTY** by virtual **Resolution No. 84, series of 2024,** of the Bids and Awards Committee.

IT IS AGREED:

1. The **FIRST PARTY** allows the **SECOND PARTY** to dispose its residual solid wastes into its contracted sanitary landfill facility/ies and undertakes to transport and dispose the collected waste materials in accordance with EMB-DENR Rules and Regulations (RA 9003) from the accessible transfer station area of the **SECOND PARTY**.

2. The **SECOND PARTY** hereby guarantees to provide the necessary equipment and/or manpower to undertake the loading of the residual solid wastes into the waste trucks to be provided by the **FIRST PARTY**. The **SECOND PARTY** also undertakes to take good

care of the waste trucks provided by the **FIRST PARTY** by making sure that they are in proper location and kept in good condition.

Should there be any damage to the waste trucks caused by **SECOND PARTY's** improper loading of its residual waste or due to its inability to maintain its safe condition, **FIRST PARTY**, at its option, shall oblige **SECOND PARTY** to pay for the cost of repair of the damaged waste trucks or pay the value thereof at the time when the damage occurred.

3. The **SECOND PARTY** hereby guarantees that no liquid, toxic and hazardous wastes (as provided under the rules and regulations of R.A. 9696 and R.A. 9003) shall be hauled and disposed by the **FIRST PARTY**.
4. The **SECOND PARTY** hereby guarantees that no "passage fees" and/or "toll fees" shall be imposed to the **FIRST PARTY** by local government units and/or private individuals in the area.

5. BOTH PARTIES shall agree on the frequency and scheduled days of hauling of the residual solid wastes. Should there be any change in schedule or additional hauling be deemed necessary by the **SECOND PARTY**, such request should be coordinated with the **FIRST PARTY** at least two (2) days before the scheduled date. Should the **SECOND PARTY** fail to inform the **FIRST PARTY** of a change in the hauling schedule and the equipment has been dispatched to **SECOND PARTY's** Material Recovery Facility, the **SECOND PARTY** shall reimburse the **FIRST PARTY** for the actual transportation and other incidental costs incurred or pay the penalty of Fifteen Thousand Pesos (Php 15,000.00), whichever is higher. The **SECOND PARTY** shall pay the transportation and other incidental costs or penalty within thirty (30) days from receipt of written demand from **FIRST PARTY.**

   Should the **FIRST PARTY** fail to haul the garbage on the scheduled dates, the **FIRST PARTY** shall pay the **SECOND PARTY** the amount of **PHP 240** per truck per day which is 1% of the hauling and tipping rate as penalty which shall be payable within thirty (30) days from receipt of written demand from **SECOND PARTY**, except when force majeure situation arises. Such situation and beyond the control of the **FIRST PARTY**, is not foreseeable, unavoidable, and its origin is not due to negligence of the **FIRST PARTY.**

6. The **FIRST PARTY** reserves its right to confirm or defer the requested hauling schedule of residual solid wastes of the **SECOND PARTY,** which may be due to inclement weather and operational conditions, which, in turn, may affected the handling of wastes at its facility.

7. The **FIRST PARTY** hereby reserves its right to confirm or defer the schedule of hauling of residual solid wastes of the **SECOND PARTY** due to non- payment of pending accounts.

8. BOTH PARTIES agree in the Tipping Fee as described below.

   **a.** The hauling and Tipping Fee for residual wastes similar to household waste is **PHP775.00** per cubic meter. Tipping fee for other kinds of waste (non-

hazardous) to be hauled and disposed shall vary on the physical description of the waste as determined by the **FIRST PARTY.**

The **SECOND PARTY** shall be billed at the rate per cubic meter per truck, whether the truck is full or not at the time of pick up based on schedule.

In the event there be Value Added Tax imposed for the above services, the tax thereon shall be notified to the SECOND PARTY in writing and charged as part of the cost of services.

b. Payment for the above-described services shall be in the form of cash or check payable to **5i CONSTRUCTION CORPORATION** and shall be made within 30 days upon presentation by the **FIRST PARTY** and receipt by the **SECOND PARTY** of the Statement of Account.

c. An interest rate of One Percent (1%) per month shall be imposed upon the SECOND PARTY should there be any delays in the payments.

d. Non-payment, delay in the payment of fees, or breach of any of the terms and conditions of this Agreement shall entitle the FIRST PARTY to suspend or terminate the Agreement without penalty.

9. This **Agreement** shall be valid and enforceable until **December 31, 2025** and may be renewed upon mutual agreement by the Parties, unless otherwise terminated by either Party with cause, provided that a one (1) month written notice shall be given to the other Party prior to the effective date of termination.

**10. Miscellaneous provisions**

**a. LAWS**

Each Party represents, warrants and covenants that it is and shall at all times, be in full compliance with all applicable governmental, legal, regulatory and professional requirements, including without limitation all applicable laws, codes regulations, rules, ordinances, judgements, orders and decrees, Including, without limitation, those related to IP RIGHTS, fair trade and anti-trust, customs, labor, employment, working conditions, worker health and safety, branding and labeling, adulteration and contamination, board of health and environmental matters (collectively "Laws").

**b. LICENSES, CONSENTS, PERMITS**

Each Party represents, warrants and covenants that it has obtained and maintains in full force and effect all licenses, consents, permits, approvals, authorizations and the like, required to lawfully perform its obligations under this Agreement. Each Party shall promptly notify the other party if it receives any

notice, demand, summons or compliant from any governmental or regulatory authority, agency, or other body relating to the services and performance of its obligations in accordance with this Agreement, and shall take all steps, at its expense, to remedy and resolve and issued therein as promptly as practicable.

**c. MODIFICATION AND WAIVER**

No modification, amendment or waiver of any provision of this Agreement shall be valid or binding unless in written and executed by the Part's authorized representative, against whom enforcement is sought. Any other modification, amendment or waiver of any provision of this Agreement shall be null and void. No waiver by either Party of any breach, or the failure of either Party to enforce any of the terms and conditions of this Agreement. Shall effect, limit or waive that Party's right to enforce and compel compliance with all terms and conditions of this Agreement, or to terminate this Agreement according to its terms.

**d. INVALIDITY OR ILLEGALITY**

In the event that any provision of this Agreement is declared to be void, invalid or unlawful by any court tribunal of competent jurisdiction, such provision shall be deemed severed from the remainder of this Agreement, and the remaining provisions shall remain in full force and effect. The Parties shall undertake to replace the invalid ineffective, or unenforceable provisions with valid, effective, and enforceable provisions, which, in their commercial effect, approximate as closely as possible the intensions of the Parties as expressed in the invalid, ineffective, or unenforceable provisions.

**e. NOTICES**

All notices given hereunder shall be in writing and addressed to the following:

**FIRST PARTY,** 28 Rodriguez Street, Panghulo, Malabon City
**SECOND PARTY,** Hermosa Municipal Hall, Barangay Burgos-Soliman, Hermosa, Bataan

**f. COUNTERPARTS**

The Parties may execute any number of counterparts to this Agreement, each of which shall be an original instrument, but all of which taken together shall constitute one and the same Agreement. Signed facsimile copies of this Agreement shall bind the Parties to the same extent as original documents.

**g. ENTIRETY**

This Agreement, which includes the recitals, schedules, exhibits and annexes attached or subsequently incorporated in this Agreement, constitute the entire understanding and agreement between the Parties regarding the subject matter of this Agreement. And supersedes all prior or contemporaneous agreements, oral or written, made between the Parties relating to such subject matter.

**h. AGREEMENT PRECEDENCE**

For their convenience, the Parties may use, from time to time, their standard purchase orders, site level execution agreements, sales releases, delivery schedules, acknowledgements, invoices and other similar preprinted forms. In the event of a conflict between this agreement and any of these documents that purport to govern the same matters set forth herein, this Agreement shall prevail unless the other document (i) is executed and delivered by both Parties hereto in writing subsequent to the date of this Agreement, (ii) specifically refers to this Agreement and to this Section, and (iii) indicates that it is intended to, and shall take precedence over, this Agreement.

**i. CONFIDENTIALITY**

The Parties agreed that this Agreement, the subject matter hereof and/or any information derived during its term, shall remain, and will be kept in strictest confidence by the Parties. No Party shall disclose or issue or make any public announcement concerning the Project, without the prior written consent of the other, except for such disclosures as may be required by existing laws, rules, regulation, or any Court order or directive. In case any such disclosure is required, each Party shall consult and obtain the other Party's written consent before making such disclosure. This obligation of confidentiality does not include information which:

i. has been or becomes now or in the future, published in the public domain without breach of this Agreement or breach of a similar agreement by a third party;
ii. prior to disclosure hereunder, is properly within the legitimate possession of either Party, which fact can be proven or verified by independent evidence;
iii. subsequent to disclosure hereunder, is lawfully received from a third party having a rights to disseminate the information and without notice of any restriction against its further disclosure;
iv. is independently developed by either Party through persons who have not had, either directly or indirectly, access to or knowledge of such Information which can be verified by independent evidence;
v. is disclosed with the written approval of the Party; or
vi. is required to be disclosed by law or regulation.

**e. VENUE**

This **Agreement** shall be governed by and constructed in accordance with Philippine laws. All disputes, controversies or claims arising out of or in connection with this Agreement, shall be filed with the proper Courts in Pandi, Bulacan, to the exclusion of all other jurisdictions.

**IN WITNESS, WHEREOF**, the Parties have hereunto affixed their signatures in the place and on the date stated above.

| **5i CONSTRUCTION CORPORATION** | **MUNICIPAL GOVERNMENT OF HERMOSA, BATAAN** |
|---|---|
| By: | By: |
| **ROLAND RADCLIFFE A. IMPERIO**<br>Authorized Managing Officer | **ANTONIO JOSEPH R. INTON**<br>Municipal Mayor |

**SIGNED IN THE PRESENCE OF:**

| | |
|---|---|
| **ALEX E. MARIANO**<br>Liaison Officer | **JESUS V. DE LUNA**<br>MENRO |

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )
MUNICIPALITY OF HERMOSA )
PROVINCE OF BATAAN ) S.S.

**BEFORE ME,** this_____ day of 07 JAN 2025, at MANILA, a Notary Public personally, appeared the following Person (s):

| NAME | VALID ID No. | Valid Until |
|---|---|---|
| **ROLAND RADCLIFFE IMPERIO** | | |
| **ANTONIO JOSEPH R. INTON** | | |

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and deed.

This Contact consists of seven (7) pages including the page where this acknowledgment is written.

**WITNESS MY HAND AND NOTARIAL SEAL.**

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Book No. I
Series of. 2025

ATTY. JOHN EDWARD T. ANG
NOTARY Public for City of Manila - until 12/31/2025
Notarial Commission No. 2023-091
2nd Floor Midland Plaza Hotel, Adriatico St., Ermita, Manila
IBP No. [illegible] / Jan. 3, 2025
PTR No. 1408230 - Jan. 3, 2025 / Mla.
ROLL NO. 68731 MCLE No. VII-0011675