

**CONTRACT OF AGREEMENT**

This Contract Agreement made on the 14<sup>th</sup> day of January, 2020

by and between

JUDIE CAROL D. NIVERA  
*Judie Carol D. Nivera*  
PARTIES:

**FIRST PARTY**

**JD 218 TRADING AND CONSTRUCTION**

a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at #79 Camino Road Sto. Rosario, Mexico Pampanga, represented herein by its General Manager, **Domingo C. Dizon Jr.**

and

**SECOND PARTY**

**MUNICIPALITY OF BALIWAG, BULACAN**

a local government unit duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Baliwag, Bulacan represented herein by its **Municipal Mayor, Hon. Ferdinand V. Estrella.**

ENRIQUE V. TAGLE  
*Enrique V. Tagle*

**NOTES:**

1. The **FIRST PARTY** owns and operates a logistics management corporation engaged in the business of hauling, logistics, and other related services.
2. The **SECOND PARTY** on the basis of a **Municipal Council Resolution No. 17s. 2018**, for and in behalf of the Municipal Government of Baliwag, Bulacan **Hon. Ferdie V. Estrella**, being the newly elected local chief executive of the city, was given authority to **enter** into a Service Agreement with **JD 218 TRADING AND CONSTRUCTION**, for the hauling and disposal of residual solid wastes.
3. The **SECOND PARTY** continuously generates, recycles and hauls residual solid wastes and delivers to the transfer station maintained and operated by the First Party.
4. The **FIRST PARTY** will haul the residual municipal waste from the Transfer Station being utilized by both parties and guarantees to dispose said materials as required under the environmental law such as but not limited to EMB-DENR Rules and regulations RA 9003 to ensure safe and sanitary waste transport and will utilize a sanitary land fill as the disposal facility of said materials.
5. The **FIRST PARTY** shall have an alternative sanitary landfill to avoid delays; hence the **SECOND PARTY** shall segregate its residual solid wastes.
6. **BOTH PARTIES** agree on the service fees as described below which covers both hauling and Tipping fees:

*Domingo C. Dizon Jr.*  
DOMINGO C. DIZON JR.

*Ferdinand V. Estrella*  
FERDINAND V. ESTRELLA

JUDIE CAROL D. RIVERA

ENRIQUE V. TAGLE

- a. Hauling and Tipping fee for residual municipal wastes similar to household wastes is **Php 1,250.00 per cubic meter**. hauling and tipping fees for other waste to be disposed shall vary it will be determined by the **FIRST PARTY**.
- b. Where the basis of the volume/ cubic meter used by the **FIRST PARTY** is the water level volume capacity of the **FIRST PARTY** transport vehicles.
- c. The Hauling and Tipping fee is **VAT Inclusive**.
- d. Payment for the above-mentioned service shall be in a form of check in favor of **JD218 TRADING AND CONSTRUCTION** wherein the first payment is payable on the 15th day and the 2nd payment is on 30th day of the month.
- e. A penalty of 3% per month shall be imposed upon to the **SECOND PARTY** if it fails to settle the bill.
- f. Non-payment or delay in payment of the above-mentioned fees shall be a ground for suspension of termination of services by the **FIRST PARTY**.

**TERM**

This Service Agreement shall be valid on January 14, 2020 and shall be considered terminated upon exhaustion of funds or unless otherwise earlier terminated by either Party, provided that a one (1) month notice shall be given prior to the intended date of termination, subject to such renewal(s) as may be mutually agreed upon by the Parties.

DOMINGO C. PIZAN JR.

**PROVISIONS**

**1. GOVERNING LAW**

This Contract shall be governed by and constructed in accordance with the laws of the Republic of the Philippines.

**2. LICENSES & PERMITS**

Each party effect all licenses, consents, permits, approvals, authorizations and the like required to lawfully perform its obligation under this AGREEMENT. Each Party shall promptly notify the other party if it receives any notice, demand, summons, or complaint from any governmental or regulatory authority, agency or other body relating to the GOODS and parts thereof or its performance in accordance with this AGREEMENT, and shall take all steps, as its expense, to remedy and resolve any issues raised therein as promptly as practicable.

**3. MODIFICATIONS AND WAIVER**

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by both parties.

**4. ILLEGALITY**

If any provision of this Agreement becomes invalid, illegal or unenforceable, the parties will endeavor, acting in good faith, to agree on the terms of a provision that may be substituted for the invalid, illegal or unenforceable provision. the invalidity,

FERDINAND V. ESTRELLA

illegality or unenforceable of any provision will not affect the remaining provisions of this Agreement.

## 5. NOTICE

All letters, notices, reports, statements and other communications which either party desires or is obligated to furnish to the other under this Agreement, shall be in writing, signed by an authorized representative of such party and delivered personally or sent by registered mail or transmitted by email, addressed as follows:

### For FIRST PARTY

Name : **JD218 TRADING AND CONSTRUCTION**

Attention : **MR. DOMINGO C. DIZON JR**  
General Manager

### For SECOND PARTY

Name : **MUNICIPALITY OF BALIWAG, BULACAN**

Attention : **FERDINAND V. ESTRELLA**  
Municipal Mayor

Any such notice shall be deemed to have been properly served and received by the intended recipient:

- (a) on the date of receipt, if delivered personally;
- (b) on the date five days after posting, if sent by registered mail; or
- (c) on the date of receipt of a legible copy, duly confirmed, if by email transmission.

A party may change its' information for the receipt of notice at any time by giving written notice of such change to the other party.

## 6. ENTIRETY:

This AGREEMENT, which includes the recitals, schedules, exhibits and annexes attached or subsequently incorporated in this AGREEMENT, constitutes 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 such subject matter.

## 7. EXCLUSIVITY:

This agreement binds the Second Party with the First Party in relation to hauling and disposal of its' municipal solid waste up to expiration as indicated on this agreement.

## 8. 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 pre-printed 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

JUDIE CAROL D. BAVERA

ENRIQUE V. TAGLE

DOMINGO C. DIZON JR.

FERDINAND V. ESTRELLA

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.

  
JUDIE CAROL D. RIVERA


#### 9. CONFIDENTIALITY:

The parties agree 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 the other Party before making such disclosure. This obligation of confidentiality does not include information which:

- a. 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; or
- b. Prior to disclosure hereunder, is properly within the legitimate possession of either Party, which fact can be proven or verified by independent evidence; or
- c. Subsequent to disclosure hereunder, lawfully received from a third party having rights therein without restriction on the third party's or either Party's rights to disseminate the information and without notice of any restriction against its further disclosure; or
- d. 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; or
- e. Is disclosed with the written approval of the other Party; or
- f. It is required to be disclosed by law or regulation.

  
ENRIQUE V. TAGLE

  
DOMINGO V. DIZON JR.

#### 10. VENUE

This Agreement shall be governed by, and constructed in accordance with Philippine laws. All disputes, controversy or claim arising out of or in connection with this COA, shall be filed with the proper Courts.

  
FERDINAND V. ESTRELLA

