

**CONTRACT FOR THE CONSTRUCTION OF THE
NEW CLARK CITY (NCC) UNDERGROUND UTILITIES PHASE 1**

This **AGREEMENT** made the ____ day of _____ 2025 between:

BASES CONVERSION AND DEVELOPMENT AUTHORITY, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st corner 2nd Avenue, Bonifacio Global City, Taguig City, represented herein by its President and CEO, **JOSHUA M. BINGCANG**, duly authorized for this purpose as evidence by Secretary's Certificate dated 07 February 2025, a copy of which is hereto attached as **Annex "A"**, hereinafter referred to as **"The Entity"**;

- and -

J.C. RODRIGUEZ CONSTRUCTION CORPORATION AND A.M. ORETA & CO., INC. (JOINT VENTURE) a private entity duly organized and existing under the laws of the Republic of the Philippines, with office address, 167 J.P. Rizal Street, Manggahan, Rodriguez (Montalban), Rizal, Region IV-A, represented herein by its Authorized Managing Officer, **TEODORO C. RODRIGUEZ, JR.**, duly authorized for this purpose as evidenced by Joint Venture Agreement dated 08 May 2025, a copy of which is hereto attached as **Annex "B"**, hereinafter referred to as **"CONTRACTOR"**.

Individually referred to as "Party" and collectively, as "Parties".

ANTECEDENTS

WHEREAS, the Entity invited Bids for the the Contract for the Construction of New Clark City Underground Utilities Phase 1 (hereinafter called "the Works"), and has accepted the Bid by the Contractor in the sum of **PESOS: Six Hundred Forty-Nine Million Four Hundred Ninety-Nine Thousand Seven Hundred Ninety-Two and 49/100 (PhP 649,499,792.49)** (hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be attached, deemed to form, and be read and construed as part of this Contract, vis:
 - (a) Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Technical Specifications;
 - iii. Bill of Quantities;

- iv. General and Special Conditions of Contract;
- v. Supplemental or Bid Bulletins, if any;

- (b) Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g. Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the BCDA's bid evaluation;

- (c) Performance Security;
- (d) Notice of Award of Contract and the Bidder's conforme thereto; and
- (e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

- 3. In consideration for the sum of **PESOS: Six Hundred Forty-Nine Million Four Hundred Ninety-Nine Thousand Seven Hundred Ninety-Two and 49/100 (Php 649,499,792.49)** or such other sums as may be ascertained, the **J.C. RODRIGUEZ CONSTRUCTION CORPORATION AND A.M. ORETA & CO., INC. (JOINT VENTURE)** agrees to execute the Construction of New Clark City Underground Utilities Phase 1 in accordance with his/her/its Bid.

- 4. The BCDA agrees to pay the above-mentioned sum in accordance with the terms of the Bidding

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED BY THE PARTIES on _____ in Taguig City, Philippines.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

By:

[Redacted Signature]

JOSHUA M. BINGCANG
President & CEO



**J.C. RODRIGUEZ CONSTRUCTION
CORPORATION AND A.M. ORETA &
CO., INC. (JOINT VENTURE)**

By:

[Redacted Signature]

TEODORO C. RODRIGUEZ
Authorized Managing Officer

[Redacted Signature]

Signed in the presence of:




GISELA Z. KALALO
Executive Vice President


VICTOR C. RODRIGUEZ
Vice-President, JCRCC

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) ss.


BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

| Name | Competent Evidence of Identity | Date of Issue / Expiry | Place of Issue |
|----------------------|--|--|----------------|
| JOSHUA M. BINGCANG |  |  | SS |
| TEODORO C. RODRIGUEZ | | | |

who are known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that their signatures conform their own free acts and the entities they represent.

SIGNED AND SEALED on AUG 12 2025 in Taguig City, Philippines.

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ATTY. MARICEL C. CORONACION-SANTOS
NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2025
ROLL OF ATTORNEYS NO. 63334
IBP NO. 497152 / 1-03-2025 / RIZAL
PTR NO. 6453958 / 1-07-2025 / TAGUIG CITY
MCLE COMPLIANCE NO. VII-0094812 / 11-20-2023

SECRETARY'S CERTIFICATE

Republic of the Philippines)
Taguig City) SS.

I, **MARIA CELINE ERIKA A. LABRADOR**, of legal age, being the Assistant Corporate Secretary of the Bases Conversion and Development Authority (BCDA), with office address at the 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, do hereby certify that that on the occasion of the 673rd BCDA Board Meeting held on 22 January 2025 with a quorum being present, the Board of Directors, upon motion duly seconded, unanimously approved the following resolution:

Resolution No. 2025-01-009

Resolve, as it is hereby resolved, that the authority to proceed with the bidding for the Construction of NCC Underground Utilities Phase 1 with an Approved Budget for the Contract (ABC) of Php890,120,801.59 (inclusive of all applicable taxes and fees) through the Bids and Awards Committee for Infrastructure (BAC-I) chargeable under the 2025 General Appropriations Act (GAA) be, as it is hereby APPROVED.

Resolve further, as it is hereby further resolved, that the authority of the President and Chief Executive Officer (PCEO) or in his absence, the Executive Vice President and Chief Operating Officer (EVP/COO), or in the absence of both, the Officer-in-Charge (OIC) of the Office of the PCEO to approve and sign the following documents be, as it is hereby APPROVED.

- Program of Works
- Bidding Documents
- Notice of Award
- Contract
- Notice to Proceed
- Extension of procurement activities, if any
- All other documents related to the implementation of the projects

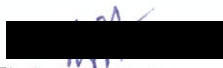
IN WITNESS WHEREOF, I have hereunto affixed my signature this 7th day of February 2025.


MARIA CELINE ERIKA A. LABRADOR
Assistant Corporate Secretary

FEB 12 2025

SUBSCRIBED AND SWORN to before me this _____ at
Taguig City, Philippines, by Atty. MARIA CELINE ERIKA A. LABRADOR who
exhibited to me her Passport No. P3394706B, issued at DFA NCR Northeast on 30 September
2019 and valid until 29 September 2029.

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ATTY. MARICEL C. CORONACION-SANTOS
NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2025
ROLL OF ATTORNEYS NO. 63834
IBP NO. 497152 / 1-03-2025 / RIZAL
MTR NO. 6453958 / 1-07-2025 / TAGUIG CITY
MCLE COMPLIANCE NO. VIN-0004912 / 11-28-2023

Purpose: For reference of BCDA-SP/MPR
SC2025-021
YB2025-0086

BCDA
Bases Conversion and
Development Authority

Board Secretariat

YB2025-0086

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this 25th day of April, 2025 at Rodriguez, Rizal, Philippines by and among:

J.C. RODRIGUEZ CONSTRUCTION CORPORATION, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 167 J.P. Rizal Street, Brgy. Manggahan, Rodriguez (Montalban), Rizal, Region IV-A, Philippines, represented by its **President/Authorized Signatory, TEODORO C. RODRIGUEZ, JR.**, hereinafter referred to as "**JOINT VENTURE LEAD PARTNER**";

– and –

A.M. ORETA & CO., INC., a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at U-801 8th Flr. 88 Corporate Center 141 Valero St. cor. Salcedo St. Salcedo Village Bel-Air Makati City, Metro Manila, NCR, Philippines represented by its **Authorized Managing Officer, ARTEMIO M. SANTOS**, hereinafter referred to as "**JOINT VENTURE PARTNER**";

(Henceforth collectively referred to as the "**Parties**")

WITNESSETH: That

WHEREAS, BCDA has recently published an Invitation to Apply for Eligibility and to Bid for the supply and delivery of goods and services for the Construction of New Clark City Underground Utilities Phase 1;

WHEREAS, the parties have agreed to pool their resources together to form the "J.C. Rodriguez Construction Corporation and A.M. Oreta & Co., Inc. Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of BCDA;

NOW, THEREFORE, for and in consideration for the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

ARTICLE I

ORGANIZATION OF THE JOINT VENTURE

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the Joint Venture to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the Joint Venture shall be conducted is “J.C. Rodriguez Construction Corporation and A.M. Oreta & Co., Inc. Joint Venture”;

SECTION 3. Principal Place of Business – The Joint Venture shall maintain its principal place of business at 167 J.P. Rizal Street, Brgy. Manggahan, Rodriguez (Montalban), Rizal, Region IV-A, Philippines;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the Joint Venture and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the Joint Venture pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the J.C. Rodriguez Construction Corporation in all biddings, related procurement transactions and other official dealings that it shall enter into with BCDA and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to BCDA, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination.

ARTICLE II

PURPOSE

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the BCDA Bids and Awards Committee for the supply and delivery of Goods and Services for the Construction of New Clark City Underground Utilities Phase 1.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to BCDA, and such other incidental activities necessary for the completion of its contractual obligations.

ARTICLE III

SOLIDARY LIABILITY OF THE PARTIES

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by BCDA, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarity, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

ARTICLE IV

CONTRIBUTION AND OTHER ARRANGEMENTS

SECTION 1. Contribution – The Parties shall contribute the amount of Eight Hundred Ninety Million, One Hundred Twenty Thousand, Eight Hundred One and 59/100 Philippine Pesos (Php 890,120,801.59) to support the financial requirements of the Joint Venture, in the following proportion:

| | | |
|---------|---|-----------------------|
| A. - | P | 623,084,561.11 |
| B. - | P | <u>267,036,240.48</u> |
| TOTAL - | P | 890,120,801.59 |

Additional contributors to the Joint Venture shall be made as may be required for contract implementation. In addition, J.C. Rodriguez Construction Corporation and A.M. Oreta & Co., Inc. Joint Venture shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the Joint Venture from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the Joint Venture;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all cost incurred by the Joint Venture after award of the contract for the Project pursuant to the accounting practices established for the Joint Venture, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec. 1 of this Article upon completion, final accounting, termination and liquidation of the Joint Venture. In the event of liquidation and termination of Joint Venture, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the Joint Venture sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by BCDA in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.


SECTION 3. The Parties herein are duly represented by their authorized officers.


SECTION 4. Governing Law – This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the San Mateo, Rizal, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

**J.C. RODRIGUEZ CONSTRUCTION
CORPORATION**

A.M. ORETA & CO. INC.


TEODORO C. RODRIGUEZ, JR.
President/Authorized Signatory


ARTEMIO M. SANTOS
AVP-Engineering/
Authorized Managing Officer

SIGNED IN THE PRESENCE OF:


ANNE EIMEREEN D. MALIPOT


KRISTINE O. PELOVELLO

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF RODRIGUEZ, RIZAL
PROVINCE OF ()

BEFORE ME, a Notary Public for and in the City/Municipality of
_____, this 09 MAY 2025 day of _____ personally appeared the
following:

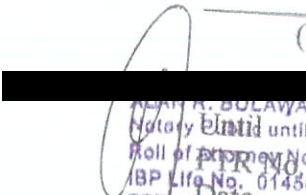
| <u>Name</u> | <u>ID Name, Number and Validity Date</u> |
|---------------------------|--|
| TEODORO C. RODRIGUEZ, JR. | <u>Driver's License No. N12-80-022708 / Validity - July 14, 2032</u> |
| ARTEMIO M. SANTOS | <u>PRC ID No. 0039800 / Validity - August 08, 2025</u> |

Known to me and to me known to be same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of five (5) pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

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

(Notary Public)



Notary Public
Valid until December 31, 2025
Roll of Notaries No. 47540
IBP Life No. 014564/12.28.15
PTR OR No. 23039818A-01.02.2025/Rizal
NC/NOP No. 83 SMR
MCLE COMPLIANCE NO. VII-0009909 until 04.14.2028
Office Address: 529A Daang Bakal Street, Brgy. Balite,
Rodriguez, Rizal
TIN 197-768-038

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Note: The competent evidence of identity for Notary shall comply with Sec. 12 (a), Rule II of the 2004 Rules on Notarial Practice. "Sec. 12. Competent Evidence of Identity - The phrase "competent evidence of identity" refers to the identification of an individual based on at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;