

CONTRACT OF ENGAGEMENT

This **CONTRACT OF ENGAGEMENT** is made and entered into and executed this _____ day of _____ in the City of Makati, Philippines, by and between:

FEB 17 2025
The **CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES (CIAP)**, an attached government agency of the Department of Trade and Industry, with office address at 5th floor, Executive Building Center, 369 Sen. Gil Puyat Avenue cor. Makati Avenue, Makati City, represented herein by the CIAP Acting Executive Director **ATTY. HERBERT D.G. MATIENZO, LL.M., MPA**, and hereinafter referred to as the “**CIAP**”;

-and-

HUNGRY WORK HORSE CONSULTANCY, INC., a private organization duly organized and existing under the laws of the Republic of the Philippines, with office address at 2nd Floor, Commercenter Bldg., Commerce Avenue, FCC Alabang hereinafter referred to as the “**Consultant**”.

Collectively referred to as the “**PARTIES**”.

WITNESSETH

WHEREAS, the CIAP wishes to have the Consultant perform certain services and the Consultant is willing to provide or perform said services:

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. Services**
The Consultant shall perform the services for the **Engagement of Consulting/Facilitation Services for the Conduct of CIAP Wide Planning** specified in the Terms of Reference (“**TOR**”), herein attached as *Annex A*, which is made an integral part of this Contract (“**the Services**”).
- 2. Term**
The Consultant shall perform the Services commencing on the date communicated to the Consultant by the CIAP Project Manager for the Services, and continuing up to the timelines indicated in the **TOR**.
- 3. Payment**
In consideration of the full and satisfactory performance of the Services rendered by the Consultant, CIAP shall pay the Consultant an amount not to exceed **Three Hundred Twenty-Two**



Thousand Two Hundred Seven Pesos and 10/100 (P322,207.00), inclusive of applicable government taxes, for the whole duration of the Services.

The release of the payment is subject to the submission of the outputs and deliverables required in Annex A, as certified, duly received or approved by the CIAP, and upon receipt of billing statement supported by a Certificate of Satisfactory Services Rendered by the CIAP. Any change in the deliverables and timelines shall be mutually agreed upon in writing between the CIAP and the Consultant.

4. Project Administrator The CIAP shall designate a coordinator / project manager who shall be responsible for the review, acceptance and approval of the detailed technical contents of the Consultant's reports and recommend payment for services rendered by the Consultant.

5. Performance Standards The Consultant shall undertake to perform the Services with the highest standards of professional and ethical competence and integrity.

6. Confidentiality The Consultant shall submit outputs directly to the designated and authorized CIAP coordinator/project manager for review, acceptance, approval and eventual endorsement.

The Consultant shall not disclose any proprietary or confidential information relating to the Services, this Contract or CIAP's business or operations, without the prior written consent of the Executive Director or any authorized representative from CIAP.

Confidential information refers to all data, textual and numerical, and graphical representations, as well as all documents and correspondences, whether in writing or oral, pertaining to the same.

7. Ownership of Materials Any studies, reports or other materials, graphic software or otherwise, prepared by the the Consultant for the CIAP under this Contract shall belong to and remain the property of CIAP. The Consultant may retain copy of the reports or documents provided, exclusively for record purposes, subject to the written approval of the CIAP.

8. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the written approval of the CIAP.

9. **Dispute Resolution** Should there be any dispute related to the services or the Contract, the same shall be submitted to mutual consultation, mediation and arbitration, in order of application. The venue of the proceedings shall be in Makati City.

In case of court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts.

Any amendment or additional terms and conditions must be in writing, signed and acknowledged by the Parties.

IN WITNESS WHEREOF, the Parties have hereunto, signed this CONTRACT on the date and place above written.

**CONSTRUCTION INDUSTRY
AUTHORITY OF THE PHILIPPINES**
TIN: 000-446-607-000

**HUNGRY WORK HORSE
CONSULTANCY, INC.**
TIN: 009-260-155-0000

By:


ATTY. HERBERT D.G. Matienzo
Acting Executive Director

Atty
Herbert
DG
Matienzo
Digitally signed
by Atty Herbert
DG Matienzo
Date:
2025.02.14
19:59:34 +08'00'

By:


KATHERINE MAE C. LUGTU
Authorized Representative

Signed in the presence of:


ATTY. NATALIE P. LABANG
Chief Trade-Industry Development
Specialist, PPCMD

Digitally
signed by
ATTY NATALIE
LABANG
Date:
2025.02.14
19:59:34
+08'00'


Reynaldo Lugtu Jr

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Las Piñas City) SS

Before me a notary public for and in Las Piñas City, this FEB 17 2025 day of _____ 2025 personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE	VALID UNTIL
ATTY. HERBERT D.G. MATIENZO	_____	_____	_____
KATHERINE MAE C. LUGTU	<u>P3902011B</u>	20 NOVEMBER 2019 DFA NCR SOUTH	19 NOVEMBER 2029

Known to me to be the same persons who executed this Contract consisting of four (4) pages including this Acknowledgement, is written has been signed by the parties and their witnesses on each and every page thereof and they acknowledge the same to be their voluntary act and deed as well as the entities they respectively represent.

IN WITNESS WHEREOF, hereunto sign my name and affix my notarial seal this _____ day of FEB 17 2025 Las Piñas City 2025 in _____, Philippines
Philippines.

NOTARY PUBLIC

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A. Lovelle C. Achas
ATTY. PRECIOUS LOVELLE C. ACHAS
Notary Public for and in the City of Las Piñas
Until 31 December 2025
Notarial Commission No. LP 24-001
Unit 11-A 2nd Floor, LCS Bldg Block 25 Lot 61
Marcos Alvares Ave.-Ext. Urgy. Balon Singko, Las Piñas City 1747
IBF No. 506000/01-13-2025 / Pasig City
PTR No. 12813117J/01-13-2025 / Las Piñas City
Attorney's Roll No. 83274
MCLE Compliance No. VIII-0008403/4-30-2024