

PERMIT TO WORK APPLICATION
REPAINTING WORKS

PTW NO. _____
 Category _____

PERMIT VALIDITY

TO DVA MANAGER:

I, _____, would like to apply for a permit to work at my residence/property located at _____ Street, Dasmariñas Village, Makati City.

I. SCOPE OF WORK: EXTERIOR INTERIOR PORTION AREA OF THE HOUSE

II. DURATION OF WORK: Start: _____ Finish: _____

I AGREE TO COMPLY WITH DVA RULES AND REGULATIONS FAITHFULLY AND BIND MYSELF TO THE FOLLOWING CONDITIONS:

1. There shall be no deviation from the approved scope of work as mentioned above. Any additional works must be covered by a separate bond and likewise subject to approval by DVA Building & Construction Committee.
2. **To submit a copy of certified true copy of the latest Transfer of Certificate of Title (TCT).**
3. To guaranty the **faithful compliance** with my undertakings, a cash bond amounting to **P15, 000.00 (refundable) plus processing and inspection fee of P2, 000.00 (non-refundable)** would be made to the DVA, Inc.
4. The prescribed completion period (PCP) shall be **two (2) months** from date of application.
5. In case of any deviation, I will pay a fine prescribed by the Association. The work will be **STOPPED IMMEDIATELY** and workers and construction materials will be denied entry at the gates. The lifting of the ban will only be approved by the Association upon submission of revised scope of work and is subject to evaluation prior to approval.
6. To ensure compliance with the prescribed completion period (PCP), the following penalty scheme shall be imposed.

Not completed within 60 days Forfeiture of the entire Guaranty Bond

Liquidated Damages:

1 Month Delay -----	Guaranty Deposit /2 * 1
2 Months Delay -----	Guaranty Deposit/2 * 2
3 Months Delay -----	Guaranty Deposit/3 * 3
So on and so forth..	

Equivalent to purchasing 1 month extension for every month extension

7. In case of any deviation, I will pay a fine prescribed by the Association. The work will be STOPPED IMMEDIATELY and workers and construction materials will be denied entry at the gates. The lifting of the ban will only be approved by the Association upon submission of revised scope of work and is subject to evaluation prior to approval.
8. I will post a cash bond based on the amount stipulated above upon approval of this application. Any fine assessed due to violation of DVA Rules & Regulations shall automatically be deducted from the cash bond with the further understanding that said violation/s shall be corrected.
9. I understand that the cash bond will only be released after 100% completion and inspection to verify compliance of the scope of works applied for, and upon surrender of the gate passes issued to the workers by the Association.

I hereby **AUTHORIZE** the **ENTRY** of the DVA Architect and Building Inspector into the premises in order to conduct an inspection of the works in progress until the completion of the project. I **UNDERSTAND AND ACCEPT THE ABOVE TERMS AND CONDITIONS** for which I hereby affix my name and signature. **I ALSO UNDERSTAND THAT IF THE CONSTRUCTION BOND IS NOT CLAIMED WITHIN FIVE (5) YEARS FROM THE DATE IT IS DEPOSITED WITH DVA, IT SHALL BE FORFEITED IN FAVOR OF DVA.**

Printed Name & Signature of Resident/Owner

Present Address/Tel. No.

NOTE: ONLY THE SIGNATURE OF THE REGISTERED RESIDENT/MEMBER OR HIS AUTHORIZED REPRESENTATIVE SHALL BE HONORED.

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Amount Paid: _____	Date Paid: _____
O.R. No. _____	
Acctg. Dept. (No Outstanding Account)	

Recommending Approval:

Building Officer

Approved by:

ANTONIO OCAMPO

Village Manager

UNDERTAKING FOR REPAINTING WORKS

I _____, of legal age, married/single, Filipino, with residence and postal address at _____, tel. no. _____, after having been duly sworn to in accordance with law, hereby depose and state that:

- 1.) Construction work on **regular working days (Monday to Friday) shall be from 8:00AM to 12:00NN, 1:00PM to 5:00PM and 8:00 AM to 12:00NN on Saturdays.**
- 2.) The following violations will be evaluated and corresponding fines imposed on a case-to-case basis:
 - a. Storing construction materials on the sidewalk and street fronting my property.
 - b. Using the sidewalk or the street for cement mixing, carpentry, steel works and other construction materials.
 - c. Dumping of construction debris on the sidewalk or street fronting my property.
 - d. Breach of peace or tranquility (obnoxious noise) from 7:00PM to 8:00AM.

Penalties / Fines:

i. First Violation-----	P 1,000.00
ii. Second Violation-----	P 3,000.00, contractor will be called in for a meeting and the property owner will be informed.
iii. Third Violation-----	P 5,000.00, work stoppage for 3 days and the property owner will be informed
iv. Fourth Violation-----	suspension of work until lifted by DVA

- 3.) I agree to pay entrance fees of delivery trucks/containerized vans as follows:

a. 4-wheeler trucks	P1,500.00
b. 6-wheeler	P3,000.00
c. 10 or 14-wheelers	P5,000.00
d. 6,10,14-wheeler dump trucks	P5,000.00
e. Concrete mixers or 40ft. container van	P5,000.00

The following penalties shall be imposed to all delivery/hauler trucks entering the village without trip tickets:

For deliveries to new construction, major and minor renovation and demolition projects ----- **P1,000.00**

For deliveries to miscellaneous works and repainting jobs ----- **P500.00**

- 4.) I understand that **only two (2) men are allowed to stay overnight** in any construction site inclusive of a licensed security guard. In case of violation, fines shall be deducted from my guaranty deposit in the following manner:
 - a. First violation ----- **P1,000.00 plus P100.00 per person in excess of two**
 - b. Second violation ----- **P2,000 plus P200.00 per person in excess of two**
 - c. Third violation ----- **P4,000 plus P400.00 per person in excess of two**
 - d. Fourth violation ----- **Forfeiture of the guaranty deposit.**
- 5.) I understand that gambling, bringing and drinking liquor at the jobsite inside the Village is strictly prohibited by the Association. Owners/ Architects/ Engineers or Contractors are enjoined to see to it that their laborers/concessionaires and/or outsiders are restricted from gambling, bringing and drinking liquor in the construction sites;
- 6.) I am responsible for the discipline and control of the construction workers; warrant that they have no past criminal records; to change construction workers who violate the rules and regulations of the Association for any damages and losses from offenses;
- 7.) I hereby authorize the Dasmariñas Village Association Inc. (DVA), through its representatives, building inspectors and/or security guards to enter the construction site during the period of construction for purposes of inspection to verify compliance with and enforcement of Village Rules and Regulations;
- 8.) The Owner likewise **authorizes the DVA through its representatives, agents and/or security guards, to stop the works** being undertaken **in case of violations** of the Rules and Regulations of the Village and/or in case of deviation from the building plans and specifications as approved by the Building and Construction Committee; and that he/she undertakes at his/her expense, all necessary corrections, alterations, or changes that may be ordered by DVA;

- 9.) I hold myself bound at all times by the aforementioned plans and/or designs, Rules and Regulations and Deed Restrictions, and I ensure full and complete compliance therewith;
- 10.) I will not do, cause/allow to be done, whether with my consent (express or implied), through my influence, at my instigation and/ or through my negligence, any act or undertaking which is in contravention with or in violation of the aforementioned plans and/ or designs, Rules and Regulations, and Deed Restrictions;
- 11.) Any violation of the said plans and/or designs, Rules and Regulations, and Deed Restrictions, will render me liable, answerable and accountable for any/ all damages and/or penalties which DVAI may impose, irrespective of whether the said violation be committed before, during, or after the construction of the residence or building;
- 12.) Aside from complying with the preceding provisions, I will not, whether with my consent, through my influence, at my instigation or through my negligence allow, permit, or force either the Architect/ Engineer/ Planner or the Contractor, or both of them, to undertake any action which is in contravention with or in violation of the aforementioned plans and/or designs, Rules and Regulations, and Deed Restrictions;
- 13.) The delay, negligence, fault or fraud committed either by the Architect/ Engineer/ Contractor or both/ all of them, shall not excuse compliance with the aforementioned plans and/ or designs, Rules and Regulations, and Deed Restrictions;
- 14.) I will likewise promptly inform the DVAI of any feature or aspect of the residence/ building plans and/ or designs of the Architect/ Engineer/ Planner and/ or any construction undertaken by the Contractor, whether in whole or in part, which is or appears to be in contravention with or in violation of the aforementioned plans and / or designs, Rules and Regulations and Deed Restrictions, as the same comes to my knowledge, personally or through my employee and/ or agents;
- 15.) The Owner, Architect/ Engineer and Contractor undertakes that any deviation, alteration, or changes from the original plans as approved by the Building & Construction Committee must have the approval of the said committee prior to actual implementation of work and/or construction;
- 16.) The Owner and/or Contractor hereby undertakes that in case of sale of the property or change of Contractor, the new buyer or new Contractor thereof will, with the approval of the Association, assume all undertakings contained in this Agreement. Otherwise, they shall continue to be responsible for the same;
- 17.) The Contractor recognizes that a violation of the construction rules and regulations and/or deviation from the original plans approved by the Building and Construction Committee will authorize the DVAI to deny future approval of construction to be undertaken by said violating contractor;
- 18.) In addition to the next proceeding provision, I likewise undertake to cause either the Architect/ Engineer/ Contractor, or both of them, at my request and/ or instruction, to immediately make the necessary changes, modifications, revisions and/ or where proper and applicable, the replacement, removal, demolition and/ or other correction of any construction, whether in whole or in part, and/ or the residence/ building plans and/ or designs;
- 19.) The liability and accountability provided under paragraph (10) herein shall be without prejudice to whatever civil and/ or criminal action the DVAI might decide to institute, as well as the possible forfeiture of the cash bond, as provided for under the Building and Construction Rules and Regulations; Article II, Section 1.c.
- 20.) I am holding DVAI its directors, officers, members agents, employees or any of its representatives free and harmless from any and all claims, demands and causes of action, either in law or in equity, arising from its/their enforcement of the aforementioned plans and/ or designs, Rules and Regulations and Deed Restrictions, including the enforcement of this Certification;
- 21.) Any violation of any provision contained herein, or any action undertaking on my part, which deviates from the tenor of this Undertaking, shall likewise render me liable, answerable and accountable for any/ all damages and/ or other penalties to DVAI, without prejudice to whatever civil and/ or criminal action that DVAI might decide to further institute;
- 22.) I will be jointly and severally liable for any violation committed by the Architect/ Engineer/ or Contractor and/ or both/ all of them of the Rules and Regulations of DVAI and Deed Restrictions, as well as any submitted approved plans and/ or designs;
- 23.) I hereby undertake that if any additions or alterations are made to the property or structures outside the originally approved construction plans as submitted, I shall be liable to DVA for a fine of P50,000.00 for every month that the violation remains uncorrected to the satisfaction of DVA. The fine shall constitute a lien on the property until fully settled.



24.) I undertake to be solidarily liable to the Association for whatever damages that may be caused by violation of any of the terms and conditions of the Undertaking. Any damage to any and all property of Dasmariñas Village Association, Inc. incidental to the construction, renovation and repair of the property shall be repaired immediately and made good to the satisfaction of the Association at my expense. I shall rectify and/or repair any damage within (5) days upon receipt of notice thereof. Should the owner fail to comply, DVA shall make the necessary correction and repair, the cost of which shall be for the account of the owner and deducted from any guaranty deposit.

25.) This Undertaking is being executed for whatever legal intents or purposes DVAI might deem proper.

Printed name & signature of Owner/Resident

Printed name & signature of Contractor