



BALANGA WATER DISTRICT

EGSA, Four-Lanes, Tuyo, Balanga City, Bataan 2100

Mobile No. +639-190-870-348

E-mail: balanga_water@yahoo.com

2. That the Second Party agrees to finish and complete the work within **thirty (30) calendar days** from the date he receives the formal "Notice to Proceed".
3. That the Second Party agrees to provide himself and do everything necessary to conform to his obligations under the contract taken together, whether the same may or may not be shown or described particularly in the drawings, plans and specifications, provided that the same shall be inferred thereon.
4. That the time is an essential feature of this contract and in the event that the Second Party fails to complete the contracted work within the estimated time, inclusive of any granted extension of time, the Second Party shall pay the First Party, as liquidated damage (LD), an amount equivalent to one tenth of one percent (.01%) of the total contract price minus the value of the completed portions of the contract, certified by the First Party as usable of the expiration of the contract time, for every calendar day delay (Sundays and Holidays included in the completion of this contract). The total amount of the liquidated damages deducted shall not exceed ten percent (10%) of the total contract price, provided that the delay was not caused by fortuitous event. In case of delay, the First Party is hereby authorized to deduct the amount of LD from any money due or which become due to the Second Party.
5. That the contract price for the said project is **P 936,090.00;**
6. That the payment shall be on the **actual accomplishment only** as certified by the BLWD duly authorized representative.
7. That the BLWD or its duly authorized representative shall act for and in behalf of the First Party and for all intents and purposes serve as its agent in the prosecution of this contract.
8. That the First Party shall not be held liable for any accident that might occur during the undertaking of the work activities above-mentioned.
9. That the First Party reserves the right to terminate this contract at any time it may deem so.

IN WITNESS WHEREOF, the parties hereto sign this contract this NOV 15 2022 day of _____
in ORANI, BATAAN

By:

Engr. Charlito G. Rodriguez
First Party

Engr. Jayson John P. Francisco, PEE
Second Party

Signed in the Presence of: