



BALANGA WATER DISTRICT

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

Mobile No. +639-190-870-348

E-mail: balanga_water@yahoo.com

“PAKYAW” LABOR CONTRACT

(Drilling one (1) Explatory/Production Well Source - 200mmØ x 90m deep well source @ Barangay San Jose Pump Station I (Market), Balanga City, Bataan)

KNOW ALL MEN BY THESE PRESENTS:

This agreement is entered into this 12 0 JUN 2023 of _____ 2023 in Balanga City, Bataan by and between:

BALANGA WATER DISTRICT (BLWD), a government owned and controlled corporation, organized and existing pursuant to P.D. 198, as amended with principal office at EGSA, Four-Lanes, Tuyo, Balanga City, Bataan represented by its **General Manager, Engr. Charlito G. Rodriguez**, hereinafter called the “**First Party**” and duly authorized for the purpose;

ZURCERVS SERVICES CORPORATION, represented by its owner, **Mr. Mervin Cruz**, of legal age and with principal office address at **Palmera Village Tenejero, Balanga City, Bataan** hereinafter called the “**Second Party**”.

WITNESSETH:

WHEREAS, the Balanga Water District intends to **drill of one (1) exploratory/production well - 200mmØ x 90m deep well source at Barangay San Jose Pump Station I (Market) to supplement the water supply deficiency in Barangay San Jose Pump Station I (Market) area;**

WHEREAS, the District does not have enough personnel to effectively undertake the aforementioned project and intends to have the major activities done by a responsible contractor who has the necessary tools and manpower;

WHEREAS, in response to Balanga Water District’s request for quotations for **drilling of one (1) exploratory/production well - 200mmØ x 90m deep well source at Barangay San Jose Pump Station I (Market), Balanga City, Bataan** the quotation of the Second Party was found to be the one most economical and advantageous to the First Party;

WHEREAS, the Balanga Water District has approved the award of the contract to the Second Party at the stipulated cost in the quotation;

NOW, THEREFORE, for and in consideration of the foregoing premises and the payment by the First Party of a sum of money herein after specified, the parties hereto agree and contract as follows:

1. That the Second Party at his own expense willfully and faithfully furnish the labor, tools and equipment to finish and complete the work.
2. That the Second Party agrees to finish and complete the work within **seventy-five (75) 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



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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 708,500.00;**
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.

12 0 JUN 2023

IN WITNESS WHEREOF, the parties hereto sign this contract this _____ day of _____ in _____.

By:

Engr. Charlito G. Rodriguez
First Party

Mervin C. Cruz
Second Party

Signed in the Presence of:

Joseph Ryan Z. Datu
JUSTINE B. SANTOS



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ACKNOWLEDGEMENT

Republic of the Philippines)
 Province of Bataan) S.S.
 City of Balanga)

12 0 JUN 2023

On this _____ day of _____ personally appeared before me **Charlito G. Rodriguez** with **Driver's License No. CO2-80-003159** issued at **Pilar, Bataan** valid until **December 23, 2032** representing the **BALANGA WATER DISTRICT**, and **Mervin C. Cruz** with **Driver's License No.: N0494311181** issued at **Pilar, Bataan** valid until **September 22, 2032** representing **ZURCERVS SERVICE CORPORATION** both known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free act and voluntary deed and the true and voluntary act of entities they respectfully represent.

This contract consists of three (3) pages including the one on which this acknowledgement is written, all of which have been signed by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto affixed my signature and my official seal on the date and place first written above.


 ATTY. RENATO C. BAGAY
 NOTARY PUBLIC - until Dec. 31, 2024
 Notarial Commission No. 411-23
 PTR No. 6893447 / 01-03-23 / Bataan
 ROLL No. 35036
 MCLE Comp. VII-0023039 / Valid: 04-14-25

NOTARY PUBLIC

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