



BALANGA WATER DISTRICT

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

Mobile No. +639-190-870-348

E-mail: balanga_water@yahoo.com

CONTRACT OF AGREEMENT

FOR THE BLWD PROJECT IDENTIFICATION NO.: 2025-01

CONSTRUCTION OF BALANGA WATER DISTRICT CONFERENCE BUILDING (EDUARDO P. TUAZON HALL)

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF AGREEMENT** is made and entered into this _____ day of _____ 2025 at Balanga City, Bataan, Philippines;

by and between,

BALANGA WATER DISTRICT, a government owned & controlled corporation, duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at **EGSA, Tuyo, Balanga City, Bataan** duly represented herein by its **General Manager, Engr. CHARLITO G. RODRIGUEZ** and hereinafter referred as the "**EMPLOYER**".

And

R.Z. TIGAS CONSTRUCTION AND TRADING, a sole proprietorship duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at **Our Lady of Lourdes Subdivision, Munting Batangas, Balanga City, Bataan** represented by its **Owner/Manager, Mr. ROLANDO Z. TIGAS** herein after called the "**CONTRACTOR**".

WHEREAS, in accordance with the advertisement of the **EMPLOYER** published/posted in accordance with R.A. 9184, the **CONTRACTOR** submitted bid to construct and complete the "**Construction of Balanga Water District Conference Building (Eduardo P. Tuazon Hall)**" in accordance with the plans & specifications & requirements thereof;

WHEREAS, the above mentioned project has been undertaken through Competitive Public Bidding;

WHEREAS, after the opening of bids on July 16, 2025, the bid price of the **CONTRACTOR** was found to be Single Calculated and Responsive Bid;

WHEREAS, the members of the **BAC**, under **BAC Resolution No. 102 Series 2025** dated June 17, 2025 awarded the above mentioned Bid to the **CONTRACTOR** at the amount of Three Million Two Thousand Four Hundred Ninety Pesos & 28/100 (Php 3,002,490.28), Philippine Currency, only;



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NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That in this Contract 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. 9814 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a) Contract Agreement;
 - b) Conditions of Contract;
 - c) Drawings/Plans;
 - d) Specifications
 - e) Scope of Work
 - f) Invitation to Bid;
 - g) Bid Form including documents/statements contained in the winning bidder's two bidding envelopes, as ANNEXES;
 - i. Registration Certificate from SEC, DTI for SOLE Proprietorship, CDA for Cooperatives
 - ii. Mayor's Permit issued by the City or Municipality where the principal place of business of the prospective bidder is located;
 - iii. Statement of all On-going & Completed Government & Private Contracts within Three (3) years from the submission of bids;
 - iv. A valid PCAB License;
 - v. Latest Audited Financial Statement Stamped Received by BIR;
 - vi. NFCC Valid Joint Venture Agreement (JVA);
 - vii. Bid Security;
 - viii. Duly signed Organizational Chart for the Project;
 - ix. Duly signed Contractor's Affidavits of Commitment to Work on the Contract with Complete Qualification & Experience Data;
 - x. Duly signed List of Contractor's Equipment Pledged to the Contract supported w/Proof of Ownership;
 - xi. Sworn Statement in Accordance w/Section 25.2 (b)(iv) of the IRR of R.A. 9184;
 - xii. Sworn Statement that it complies w/Section II-A-4, (Conflict of Interest) provided in the Bidding Documents;
 - xiii. Form of Bid
 - xiv. Duly signed Bid Prices in the Bill of Quantities;
 - xv. Duly signed Detailed Estimates;
 - xvi. Duly signed Cash Flow by Quarter and Payment Schedule
 - h) Eligibility requirements, documents and/or statements;
 - i) Performance Security;
 - j) Credit Line issued by an authorized bank in accordance with the provisions of the IRR or R.A. 9184, if applicable;
 - k) Notice of Award of Contract and Contractor's "Conforme" thereto
 - l) Contractor's All Risk Insurance (CARI) if applicable
 - m) PERT/CPM; and
 - n) Other contract documents that may be required by existing laws and/or the agency concerned.

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3. That in consideration of the Payments to be made by the EMPLOYER to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the EMPLOYER to execute and complete the WORKS and remedy any defects therein in conformity in all respects with the provisions of this CONTRACT.
4. That the Contractor will fully & faithfully furnished all required materials and labor and will complete the Construction of Balanga Water District Conference Building (Eduardo P. Tuazon Hall) and hereby agrees to complete the contract within **One Hundred Eighty (180) Calendar Days** which shall commence upon the issuance of the "Notice to Proceed".
5. That the EMPLOYER hereby covenants to pay the CONTRACTOR in consideration of the execution and completion of the WORKS at the unit prices agreed in the TENDER, at the time in the manner prescribed by the CONTRACT and specified in the BID. It is understood that the quantities listed in the PROPOSAL do not govern final payment hence, payment to the CONTRACTOR will be made only for actual quantities of contract items performed in accordance with the plans and specifications and accepted by the EMPLOYER.

The items of work covered under this contract are enumerated hereunder, viz;

Item No.	Description	QTY.	UNIT	MATERIALS		LABOR		TOTAL AMOUNT
				UNIT COST	TOTAL	UNIT COST	TOTAL	
1 MASONRY WORKS								
	EXCAVATION	30	m ³	Php -	Php -	Php 372.80	Php 11,184.00	Php 11,184.00
	Gravel bed (G1)	4.00	m ²	Php 1,750.00	Php 7,000.00	Php 546.00	Php 2,184.00	Php 9,184.00
	Dia. 10mm def. bar - stirrups	60.00	pcs	Php 204.07	Php 12,280.20	Php 98.53	Php 5,912.00	Php 18,192.20
	Dia. 16mm def. bar	52.00	pcs	Php 464.67	Php 24,162.84	Php 312.69	Php 16,260.00	Php 40,422.84
	Concrete	16.00	cu.m.	Php 4,443.00	Php 71,120.00	Php 397.00	Php 9,852.00	Php 80,972.00
	CHB Wall (5")	80.00	sq.m.	Php 743.04	Php 59,443.20	Php 243.00	Php 19,440.00	Php 78,883.20
	TOTAL AMOUNT							Php 238,538.24
2 STRUCTURAL WORKS								
	Dia. 8 inches GI pipe (schedule 40)	2.00	pc/s	Php 26,532.50	Php 53,065.00	Php 2,052.00	Php 4,104.00	Php 57,169.00
	W 8 x 31 (8 x 8)	4.00	pc/s	Php 18,611.50	Php 74,446.00	Php 7,972.00	Php 31,888.00	Php 106,334.00
	W 12 x 50 (8 x 12)	20.00	pc/s	Php 29,896.00	Php 597,920.00	Php 13,300.00	Php 266,000.00	Php 863,920.00
	W 6 x 20 (6 x 6)	5.00	pc/s	Php 13,966.67	Php 69,833.35	Php 27,465.33	Php 164,792.00	Php 246,792.00
	Dia. 10mm def. bar	300.00	pcs	Php 189.15	Php 56,746.00	Php 114.15	Php 34,248.00	Php 90,994.00
	Steel Decking (0.8mm)	120.00	sq.m.	Php 907.17	Php 108,860.00	Php 314.93	Php 25,792.00	Php 134,652.00
	Concrete	24.00	cu.m.	Php 4,443.00	Php 106,680.00	Php 288.33	Php 6,920.00	Php 113,600.00
	Rib-type Roofing	24.00	sq.m.	Php 636.25	Php 15,270.00	Php 394.21	Php 9,581.00	Php 24,851.00
	Spandrel	24.00	sq.m.	Php 457.83	Php 10,988.00	Php 276.39	Php 6,633.40	Php 17,621.40
	2 x 2 x 1.5mm GI Tubular	14.00	pc/s	Php 1,214.29	Php 17,000.00	Php 870.86	Php 12,192.00	Php 29,192.00
	2 x 4 x 1.5mm GI Tubular	4.00	pc/s	Php 1,596.25	Php 6,385.00	Php 786.00	Php 3,144.00	Php 9,529.00
	TOTAL AMOUNT							Php 1,694,654.40

Handwritten marks and signatures on the left margin, including a checkmark, a large signature, and the number '21117' written vertically.



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The Cash Flow by Quarter and Payment Schedule covered under this contract are enumerated hereunder, viz;

CALENDAR DAYS	1 ST Quarter	2 ND Quarter	3 RD Quarter	4 TH Quarter
	45 c.d.	45 c.d.	45 c.d.	45 c.d.
Accomplishment	25%	25%	25%	25%
Cash Flow	Php 750,622.57	Php 750,622.57	Php 750,622.57	Php 750,622.57
Cumulative Accomplishment	25%	50%	75%	100%
Cumulative Cash Flow	Php 750,622.57	Php 1,501,245.14	Php 2,251,867.71	Php 3,002,490.28

The EMPLOYER, upon a written request of the CONTRACTOR make an advance payment in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the SCC, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

The advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment.

6. The revised implementing Rules and Regulations of R.A. 9184, P.D. 1759, other existing laws, decrees, executive and administrative orders, department orders/circulars issued by proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contracts adopted and approved by the Government, shall be made and formed as Integral part of the Contract.
7. That this CONTRACT shall not take effect until the CONTRACTOR has furnished and delivered to the EMPLOYER a "Performance Security" that is fully acceptable to the EMPLOYER in the form and amount as required in the Instruction to Bidders.
8. In case the CONTRACTOR refuses or fails to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the CONTRACT, the CONTRACTOR shall pay the EMPLOYER for LIQUIDATED DAMAGES, as provided in the conditions of contract, equal to at least one tenth (1/10) of One Percent (1 %) of the cost or the unperformed portion of the works for every day of delay.
9. In case the CONTRACTOR lags behind schedule in his work and incurs 15% or more negative slippage, based on his approved PERT / CPM, the Project Management Consultant hired by the EMPLOYER, may, at his discretion, terminate or rescind the contract pursuant to existing laws, rules and regulations.
10. The CONTRACTOR shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare, compensation for injuries, minimum wages, hours of labor and other labor laws as per Department Order No. 56, series of 2005, DOLE Department Order No.13, and other relevant and applicable



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provisions of P.D. 442, as amended, otherwise known as the Labor Code of the Philippines.

11. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employee/official of the EMPLOYER (or any Philippine Government Instrumentality/ies) to secure this CONTRACT.
12. Within a period of **Twelve (12) Months after the completion and final acceptance of this PROJECT**, the CONTRACTOR shall remain liable for any damage/s or defect/s discovered on the works due to faulty construction methods or the use of materials of inferior quality or violation of terms and conditions of this CONTRACT.
13. The CONTRACTOR shall be held responsible for any structural defects and/or failure of the completed projects within the warranty period of Three (3) years for semi-permanent structures after Final Acceptance except those occasioned by force majeure and those caused by the other parties; the EMPLOYER shall issue perpetual disqualification to the CONTRACTOR from participating in any public bidding, if it fails to comply with the Warranty Provisions under Section 62 of the revised IRR of R.A. 9184;
14. The CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle the Government to suspend payment for the contract;
15. The CONTRACT shall likewise regularly present within the duration of the contract, a tax clearance from the BIR as well as a copy of its income and business tax returns duly stamped received by the BIR and duly validated with the tax payments made thereon;
16. This contract/agreement becomes binding and the valid upon approval hereof until the final completion and acceptance of the project;



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IN WITNESS WHEREOF, the PARTIES 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.

BALANGA WATER DISTRICT
EMPLOYER

R.Z. TIGAS CONSTRUCTION & TRADING
CONTRACTOR

By:

ENGR. CHARLITO G. RODRIGUEZ
General Manager

MR. ROLANDO Z. TIGAS
Owner / Manager

Signed in the Presence of:

LOMETO G. PACAD

Joseph Ryan Z. Datu



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ACKNOWLEDGEMENT

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

On this _____ day of _____ personally appeared before me **Charlito G. Rodriguez** with **Driver's License No.: C02-80-003159** issued at **Orani, Bataan** valid until **December 23, 2032**, representing the **BALANGA WATER DISTRICT**, and **Rolando Z. Tigas** with **Driver's License No.: C02-90-030331** issued at **Samal, Bataan** valid until **September 19, 2032**, representing **R.Z. TIGAS CONSTRUCTION & TRADING** 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.

NOTARY PUBLIC

ATTY. RAFAEL KENNETH M. DELA FUENTE
Notary Public for Balanga City
NC No. 426-2023 until December 31, 2025
DELA FUENTE LAW OFFICE
R & S Bldg., Unit #3 Manahan St., Brgy. Ibayo
Balanga City, Bataan
Roll of Attorney No. 68203
PTR No. 3696289/01-02-2025/Balanga, Bataan
IBP No. 481588 /12-07-2024 /CY 2025/Bataan
MCLE Compliance No.: VIII-0028841

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