

# CONTRACT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

MAR 27 2019

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019 at ~~Tabaco City~~ **Tabaco City**, Philippines by and between

The **City Government of Tabaco** represented herein by the Local Chief Executive, **CIELO KRISSEL LAGMAN-LUISTRO** with office address at Second Floor, Tabaco City Hall, Tabaco City and hereinafter referred to as the **OWNER**

-and-

**3RB CONSTRUCTION & SUPPLY**, a company duly organized and existing by virtue of the Laws of the Republic of the Philippines with office address at p-7 Panal, Tabaco City, represented herein by its proprietor **LUIS B. BOYON**, hereinafter referred to as the **CONTRACTOR**.

## WITNESSETH:

**WHEREAS**, the **OWNER** is desirous that certain works **Supply of Labor, Materials and Equipment for the Rehabilitation /Improvement of Water System, Various Barangays, Tabaco City under Contract ID No. 004-02-2019-INFRA**, should be executed by the **CONTRACTOR**, and has accepted the Bid of the **CONTRACTOR** for the execution and completion of such works and remedying of any defects therein;

**WHEREAS**, the above-mentioned project has been undertaken through Public Bidding last March 08, 2019;

**WHEREAS**, the total amount of award for the completion of the works is **Nineteen Million Eight Hundred Fifty-Nine Thousand Three Hundred Nine Pesos and Twenty-Seven Centavos (Php 19,859,309.27)**.

**WHEREAS**, the whole **WORKS** in this **PROJECT** as covered by this **CONTRACT** shall be completed within **180 calendar days** in accordance with the provisions of the Bid Documents.

## 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. That the following documents are attached and made integral parts of this Contract.
  - a. Approved Program of Work
  - b. Contract Agreement
  - c. Bidding Documents
  - d. Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted
  - e. Performance Security
  - f. Notice of Award
  - g. Other Contract Documents required by existing laws, including but not limited to the Construction Safety Health Program Approved by the DOLE.
3. That in consideration of the Payments to be made by the **OWNER** to the **CONTRACTOR** as hereinafter mentioned the **CONTRACTOR** hereby covenants with the **OWNER** 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 **OWNER** 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 performed in accordance with the plans and specifications and accepted by the OWNER.

The following items and quantities are included in the scope of work:

Item No.	Description of Work to be Done	Quantity	Unit	Unit Price (Php)	Total Amount (Php)
<b>I. Rehab. / Improvement of Tabiguian Water System, Tabiguian, Tabaco City</b>					
I	Excavation Works	299.43	cu.m	347.41	104,024.98
II	Structural Concrete	5.00	cu.m	8,575.56	42,877.80
III	Grouted Riprap	23.52	cu.m	5,283.48	124,267.45
IV	Reinforcing Steel Bars	164.54	kgs	87.60	14,413.70
V	Forms and Scaffoldings	1.00	lot	80,816.40	80,816.40
VI	Drive Pipe	1.00	lot	135,743.58	135,743.58
VII	Support Stand	1.00	lot	28,520.86	28,520.86
VIII	Ram Pump Assembly & Ram Pump Protection	1.00	lot	170,585.86	170,585.86
IX	Delivery pipeline	1.00	lot	44,289.00	44,289.00
X	Distribution Pipeline	1.00	lot	1,665,614.16	1,665,614.16
XI	Bunkhouse	3.00	months	8,190.00	24,570.00
SPL-2	Fab/Installation of Billboards	1.00	unit	3,150.00	3,150.00
<b>Subtotal</b>					<b>2,438,873.79</b>
<b>II. Rehab. / Improvement of Oras Water System, Oras, Tabaco City</b>					
I	Excavation Works	432.98	cu.m	250.73	108,561.08
II	Concrete Works	5.00	cu.m	8,575.56	42,877.80
III	Reinforcing Steel Bars	164.54	kgs	87.60	14,413.70
III	Grouted Riprap	29.40	cu.m	5,062.07	148,824.86
IV	Forms and Scaffoldings	1.00	lot	63,882.00	63,882.00
V	Plumbing Works	1.00	lot	3,472,447.86	3,472,447.86
VI	Bunkhouse and other Facilities	3.00	months	8,190.00	24,570.00
VII	Health & Safety Program	3.00	months	11,361.00	34,083.00
SPL-2	Fab/Installation of Billboards	1.00	unit	3,150.00	3,150.00
<b>Subtotal</b>					<b>3,912,810.30</b>
<b>III. Rehab. / Improvement of Buang Water System, Buang, Tabaco City</b>					
I	Excavation Works	584.80	cu.m	222.35	130,030.28
II	Concrete Works	3.60	cu.m	8,015.00	28,854.00
III	Reinforcing Steel Bars	443.52	kgs	84.76	37,592.76
IV	Forms and Scaffoldings	1.00	lot	77,187.60	77,187.60
V	Plumbing Works	1.00	lot	1,455,044.22	1,455,044.22
SPL-2	Fab/Installation of Billboards	1.00	unit	3,150.00	3,150.00
<b>Subtotal</b>					<b>1,731,858.86</b>
<b>IV. Rehab. / Improvement of Os on Water System, Os on, Tabaco City</b>					
I	Excavation Works	193.69	cu.m	268.54	52,013.51
II	Concrete Works	5.85	cu.m	7,580.46	44,345.69
III	Reinforcing Steel Bars	273.50	kgs	77.59	21,220.87
IV	Forms and Scaffoldings	1.00	lot	34,536.60	34,536.60
V	Drive Pipe	1.00	lot	99,354.78	99,354.78
VI	Support Stand	1.00	lot	28,520.86	28,520.86
VII	Ram Pump Assembly & Ram Pump Protection	1.00	lot	158,137.06	158,137.06
VIII	Delivery pipeline	1.00	lot	44,982.00	44,982.00
IX	Distribution Pipeline	1.00	lot	484,593.48	484,593.48
SPL-2	Fab/Installation of Billboards	1.00	unit	3,150.00	3,150.00
<b>Subtotal</b>					<b>970,854.85</b>
<b>V. Rehab. / Improvement of Buhian Water System, Buhian, Tabaco City</b>					
I	Excavation Works	181.50	cu.m	227.42	41,276.73
II	Concrete Works	2.03	cu.m	9,903.10	20,103.29
III	Reinforcing Steel Bars	280.90	kgs	80.19	22,525.37
IV	Forms and Scaffoldings	1.00	lot	43,287.30	43,287.30
V	Plumbing Works	1.00	lot	828,620.10	828,620.10
VI	Bunkhouse and other Facilities	2.00	months	8,190.00	16,380.00
SPL-2	Fab/Installation of Billboards	1.00	unit	3,150.00	3,150.00
<b>Subtotal</b>					<b>975,342.79</b>

<b>VI.</b>	<b>Rehab. / Improvement of Pinagbobong Water System, Pinagbobong, Tabaco City</b>						
	I	Installation of Deep Well	2.00	units	137,229.12	274,458.24	
	II	Supply & Installatio of Pumps	2.00	units	319,435.20	638,870.40	
	III	Well Development by Overpumping	2.00	units	13,708.80	27,417.60	
	IV	Health & Safety Program	1.00	lot	18,963.00	18,963.00	
	V	Bunkhouse and other Facilities	1.00	months	8,190.00	8,190.00	
	SPL-2	Fab/Installation of Billboards	1.00	unit	3,150.00	3,150.00	
					<b>Subtotal</b>	<b>971,049.24</b>	
<b>VII.</b>	<b>Rehab. / Improvement of Basagan Water System, Basagan, Tabaco City</b>						
	I	Excavation Works	314.40	cu.m	244.31	76,811.06	
	II	Concrete Works	2.03	cu.m	13,478.28	27,360.91	
	III	Reinforcing Steel Bars	273.50	kgs	77.59	21,220.87	
	IV	Forms and Scaffoldings	1.00	lot	25,571.70	25,571.70	
	V	Plumbing Works	1.00	lot	804,546.54	804,546.54	
	VI	Bunkhouse and other Facilities	2.00	months	8,190.00	16,380.00	
	SPL-2	Fab/Installation of Billboards	1.00	unit	3,150.00	3,150.00	
					<b>Subtotal</b>	<b>975,041.08</b>	
<b>VIII.</b>	<b>Rehab. / Improvement of Bantayan Water System, Bantayan, Tabaco City</b>						
	I	Excavation Works	365.74	cu.m	370.83	135,627.36	
	II	Concrete Works	12.15	cu.m	7,845.19	95,319.06	
	III	Reinforcing Steel Bars	1,463.62	kgs	85.34	124,905.33	
	IV	Forms and Scaffoldings	1.00	lot	82,000.80	82,000.80	
	V	Plumbing Works	1.00	lot	448,108.92	448,108.92	
	VI	Bunkhouse and other Facilities	2.00	months	8,190.00	16,380.00	
	SPL-2	Fab/Installation of Billboards	1.00	unit	3,150.00	3,150.00	
					<b>Subtotal</b>	<b>905,491.47</b>	
<b>IX.</b>	<b>Rehab. / Improvement of Mariroc Water System, Mariroc, Tabaco City</b>						
	I	Excavation Works	159.30	cu.m	302.78	48,232.85	
	II	Plumbing Works	1.00	lot	897,964.20	897,964.20	
	III	Bunkhouse and other Facilities	3.00	months	8,190.00	24,570.00	
	SPL-2	Fab/Installation of Billboards	1.00	lot	3,150.00	3,150.00	
					<b>Subtotal</b>	<b>973,917.05</b>	
<b>X.</b>	<b>Extension / Improvement of Bonot Water System, Bonot, Tabaco City</b>						
	I	Drive Pipe	1.00	lot	35,623.98	35,623.98	
	II	Support Stand	1.00	lot	25,270.06	25,270.06	
	III	Ram Pump Assembly & Ram Pump Protection	2.00	units	138,817.73	277,635.46	
	IV	Delivery pipeline	1.00	lot	51,067.80	51,067.80	
	V	Distribution Pipeline	1.00	lot	329,618.52	329,618.52	
	VI	Bunkhouse and other Facilities	2.00	months	8,190.00	16,380.00	
	SPL-2	Fab/Installation of Billboards	1.00	unit	3,150.00	3,150.00	
					<b>Subtotal</b>	<b>738,745.82</b>	
<b>XI.</b>	<b>Rehabilitation / Improvement of Sua-Igot Water System, Sua-Igot, Tabaco City</b>						
	I	Excavation Works	192.52	cu.m	518.35	99,792.74	
	II	Clearing of Waterways	1.00	lot	67,737.60	67,737.60	
	III	Concrete Works	26.49	cu.m	8,139.11	215,605.02	
	IV	Reinforcing Steel Bars	3,579.51	kgs	75.59	270,575.16	
	V	Forms and Scaffoldings	1.00	lot	82,000.80	82,000.80	
	VI	Plumbing Works	1.00	lot	1,182,891.78	1,182,891.78	
	VII	Bunkhouse and other Facilities	3.00	months	8,190.00	24,570.00	
	SPL-2	Fab/Installation of Billboards	1.00	unit	3,150.00	3,150.00	
					<b>Subtotal</b>	<b>1,946,323.11</b>	

<b>XII. Rehabilitation / Improvement of Magapo Water System, Magapo, Tabaco City</b>						
I	Excavation Works		220.15	cu.m	753.20	165,816.98
II	Concrete Works		3.60	cu.m	9,338.00	33,616.80
III	Reinforcing Steel Bars		303.07	kgs	78.92	23,918.28
IV	Forms and Scaffoldings		1.00	lot	52,592.40	52,592.40
V	Plumbing Works		1.00	lot	1,131,457.32	1,131,457.32
VI	Health & Safety Program		2.00	months	8,190.00	16,380.00
VII	Bunkhouse (Rental Basis)		2.00	months	17,041.50	34,083.00
SPL-2	Fab/Installation of Billboards		1.00	unit	3,150.00	3,150.00
<b>Subtotal</b>					<b>1,461,014.78</b>	
<b>XIII. Rehabilitation / Improvement of Quinasillojan Water System, Quinasillojan, Tabaco City</b>						
I	Cutting of Existing Concrete		9.00	cu.m	2,553.60	22,982.40
II	Excavation Works		312.45	cu.m	458.11	143,136.47
III	Concrete Works		4.05	cu.m	8,904.00	36,061.20
IV	Reinforcing Steel Bars		547.01	kgs	71.68	39,209.68
V	Forms and Scaffoldings		1.00	lot	41,706.00	41,706.00
VI	Plumbing Works		1.00	lot	1,513,087.38	1,513,087.38
VII	Health & Safety Program		3.00	months	11,361.00	34,083.00
VIII	Bunkhouse (Rental Basis)		3.00	months	8,190.00	24,570.00
SPL-2	Fab/Installation of Billboards		1.00	unit	3,150.00	3,150.00
<b>Subtotal</b>					<b>1,857,986.13</b>	
<b>Grand Total</b>					<b>19,859,309.27</b>	

5. The 2016 Revised Implementing Rules and Regulations (IRR) of R.A. 9184 and other existing laws, decrees, executive and administrative orders, circulars issued by the proper authorities affecting government construction projects, as well as the guidelines for the completion and payment of Price Escalation on infrastructure contract adopted and approved by the Government, shall be made and formed as Integral part of the CONTRACT.
6. That the CONTRACT shall not effect until the CONTRACTOR has furnished and delivered to the OWNER a Performance Bond that is fully acceptable to the OWNER in the form and amount as required in the Instruction to Bidders.
7. 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 GOVERNMENT for liquidated damages, and not by way of the penalty, an amount equal to at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay until the work is completed and accepted or taken over by the Government.
8. In case the CONTRACTOR lags behind schedule in his work and incurs 15% or more negative slippage, based on his approved PERT/CPM, the OWNER may, at his discretion, terminate the contract pursuant to existing laws, rules and regulations.
9. The contractor shall comply with, and strictly observe, all laws regarding workmen's health and safety, workmen's welfare as per Memorandum of Regional Director dated April 03, 2001 Governing Occupational Safety and Health in the Construction Industry as per D.O. #13s-1998 of DOLE.
10. That the CONTRACTOR warrants that he has not given nor promised to give any money or gift to any employee of the OWNER (or any Philippine Government instrumentality) to secure this CONTRACT.
11. The Joint Guidelines on Change Order, Extra Work, etc. as provided under pertinent provisions of the Implementing Rules and Regulations (IRR) of RA 9184 are hereby incorporated as part of this CONTRACT.
12. It is the responsibility of the CONTRACTOR to be held liable for the structural defects and damages within the warranty period prescribed under Section 62 of IRR of RA 9184.
13. If any dispute or difference of any kind whatsoever arises between the OWNER, or the ENGINEER and the CONTRACTOR in connection with or arising out of the CONTRACT, or carrying out of the WORKS, it shall first be referred to and settled by the ENGINEER. However,

if the decision of the ENGINEER is not satisfactorily either to the OWNER or the CONTRACTOR, such dispute may be submitted to and settled by the Construction Industry Arbitration Commission (CIAC) created by Executive Order No. 1088.

14. This agreement becomes binding and valid upon approval by the proper authorities.

IN WITNESS THEREOF, the PARTIES aforesaid have hereunto affixed their signing on the date first above written.

For and In-behalf of:

**THE CONTRACTOR**  
Signed, Sealed and Delivered  
by:

  
**LUIS B. BOYON**  
Contractor  
3RB Construction & Supply

**THE OWNER**  
Signed, Sealed and Delivered  
by:

  
**CIELO KRISSEL LAGMAN-LUISTRO**  
City Mayor

In the Presence of:

  
**SHERRY A. TRILLES**  
City Budget Officer

  
**LUIS B. MELGAR**  
City Accountant

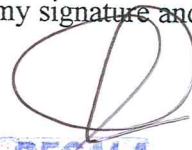
Republic of the Phillippines  
Province of Albay)S.S.  
Mun/City LEGAZPI CITY

**ACKNOWLEDGEMENT**

Before me, Notary Public for and in the Province of Albay including the City of LEGAZPI CITY, personally appeared **CIELO KRISSEL LAGMAN-LUISTRO** with **DRIVER'S LICENSE NO. X01-03-054919; issued on APRIL 03, 2017** in her capacity as City Mayor, City of Tabaco and **LUIS B. BOYON** with Community Tax Certificate No. TIN 180-2018-991 issued on \_\_\_\_\_ at \_\_\_\_\_ representing **3RB Const. & Supply** to me and known to be the same persons who executed the foregoing Contract and Agreement and they acknowledge to me that the same is their true act and deed for in behalf of the PARTIES they represent

**MAR 27 2019**

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this \_\_\_\_\_ day of \_\_\_\_\_ Philippines.



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**RITCHE R. REGALA**  
Notary Public Within the Province of Albay  
And the City of Legazpi Until December 31, 2020  
Roll of Atty. No. 46552, 5/2/02  
Lifetime IDP No. 02989, 5/2/02  
PTN No. 4611321, 1/4/19, Leg. City  
MCLE No. VI-0013018  
3/F Simenez Bldg., Rizal St., Leg. City  
Tel. No. (052) 201-0685.