



CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of **JUN 05 2025** between the **National Irrigation Administration - Pangasinan Irrigation Management Office, Urdaneta City, Pangasinan**, represented herein by its Division Manager A, **JOHN N. MOLANO, MSME** (hereinafter called the "**Entity**"), and **BERSON'S CONSTRUCTION & TRADING, Don Claudio Sison St., Pangapisan North, Lingayen, Pangasinan** represented herein by its Proprietor, **RUSSELL Q. BERNAL** (hereinafter called the "**Contractor**").

WHEREAS, the Entity is desirous that the Contractor executes the **TOBUAN CIS (REPAIR-CIS CY 2025)** located in **LABRADOR, PANGASINAN** under Contract No. **R1-PIMO-25-04-062** (hereinafter called the "**Works**"), and the Entity has accepted the Bid for the said project in the amount of **NINE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND FIVE HUNDRED FIFTY-ONE AND 60/100 PESOS ONLY (PHP 9,425,551.60)** by the Contractor for the execution and completion of such works and remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this 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. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

BERSON'S CONSTRUCTION & TRADING
(CONTRACTOR)

By: **RUSSELL Q. BERNAL**
Proprietor

WITNESSES :

FRANCIS DAVE T. RAMIREZ

NATIONAL IRRIGATION
ADMINISTRATION
(NIA)

JOHN N. MOLANO, MSME
Division Manager A





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- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
4. In consideration for the sum of **NINE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND FIVE HUNDRED FIFTY-ONE AND 60/100 PESOS ONLY (PHP 9,425,551.60)** or such other sums as may be ascertained, **VYRAGUS CONSTRUCTION** agrees to execute and complete the project in accordance with its Bid.
5. The National Irrigation Administration - Pangasinan Irrigation Management Office agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

PROCURING ENTITY:


JOHN N. MOLANO, MSME
Division Manager A

CONTRACTOR:


RUSSELL O. BERNAL
Proprietor
BERSON'S CONSTRUCTION & TRADING

WITNESSES:


FRANCIS DAVE T. RAMIREZ


SHEILA A. PASCUA





SPECIAL CONDITIONS OF THE CONTRACT

BERSON'S CONSTRUCTION & TRADING
(CONTRACTOR)

By: **RUSSEL Q. BERNAL**
Proprietor

WITNESSES :

FRANCIS DAVE T. RAMIREZ

JOHN N. MOLANO, MSME
Division Manager A

GCC CLAUSE						
1.21	The PROCURING ENTITY is the NATIONAL IRRIGATION ADMINISTRATION, Pangasinan IMO, Urdaneta City, Pangasinan					
1.22	The PROCURING ENTITY's REPRESENTATIVE is JOHN N. MOLANO, MSME, Division Manager A.					
1.24	The site is located at Labrador, Pangasinan.					
1.27	The start date is upon the receipt of Notice to Proceed					
1.30	The WORKS consist of the following:					
	ITEM NO.	DESCRIPTION	UNIT	QTY.	Unit Price (Php)	Amount (Php)
	I.	PROJECT BILLBOARD (8ft. x 8ft.)	l.s.	1.00	6,979.39	6,979.39
	II.	TEMPORARY WORKS, MOBILIZATION AND DEMOBILIZATION	l.s.	1.00	312,009.72	312,009.72
	III.	CONSTRUCTION SAFETY AND HEALTH PROGRAM	l.s.	1.00	104,614.20	104,614.20
	IV.	EMBANKMENT PROTECTION				
	a.	Rubble Masonry with Class "A" Concrete Binder	cu.m.	397.38	8,042.47	3,195,916.73
	b.	Common Excavation (Mechanized)	cu.m.	738.35	201.51	148,784.91
	c.	Backfilling with Compaction (Mechanized)	cu.m.	345.43	247.99	85,663.19
	d.	Proc./Inst. of Weepholes, 5.00 cm. Ø x 1.00 m. PVC Pipe	pcs.	148.00	425.34	62,950.32
	e.	Proc./Inst. of Filter Cloth, TS-60	sq.m.	23.68	401.89	9,516.76
	f.	Disposal of Excavated Materials	cu.m.	392.92	224.34	88,147.67
	g.	Cofferdam	cu.m.	88.00	464.89	40,910.32
	h.	Care of Water	mos.	2.00	39,668.32	79,336.64
	i.	Proc./Inst. of Intake Steelgate (90x80cm) (wxh)	unit	1.00	206,628.60	206,628.60
	V.	CANAL LINING				
	a.	Concrete Structure, 170 kg./sq.cm., Class B	cu.m.	126.11	11,286.38	1,423,325.38
	b.	Common Excavation (Mechanized)	cu.m.	325.51	201.51	65,593.52
	c.	Backfilling with Compaction (Mechanized)	cu.m.	325.51	247.99	80,723.22
	SUB-TOTAL					5,911,100.57





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BERSON'S CONSTRUCTION & TRADING
(CONTRACTOR)

By: **RUSSELL Q. BERNAL**
Proprietor

WITNESSES :

FRANCIS DAVE T. RAMIREZ

JOHN N. MOLANO, MSME
Division Manager A

NATIONAL IRRIGATION
ADMINISTRATION
(NIA)

ITEM NO.	DESCRIPTION	UNIT	QTY.	Unit Price (Php)	Amount (Php)
d.	Proc./Inst. of PVC Waterstop, 3/16" x 6" Dumbbell type	l.m.	31.79	1,149.76	36,550.87
e.	Proc./Application of Joint Sealant	ltrs.	3.00	250.07	750.21
f.	Reinforcing Steel Bars, All Sizes				
	f1. Furnishing and Stockpiling	kgs.	3,646.00	93.65	341,447.90
	f2. Cutting, Bending and Placing	kgs.	3,646.00	60.50	220,583.00
g.	Gravel Blanket	cu.m.	35.38	1,906.11	67,438.17
h.	Borrow Haul with Compaction (Mechanized)	cu.m.	61.39	464.89	28,539.60
VI.	CANAL STRUCTURE				
a.	Concrete Structure, 211 kg./sq.cm., Class A	cu.m.	96.00	13,566.47	1,302,381.12
b.	Structure Excavation (Mechanized)	cu.m.	477.48	268.68	128,289.33
c.	Structure Backfill with Compaction (Mechanized)	cu.m.	492.84	315.16	155,323.45
d.	Gravel Blanket	cu.m.	19.46	1,906.11	37,092.90
e.	Reinforcing Steel Bars, All Sizes				
	e1. Furnishing and Stockpiling	kgs.	6,889.00	93.65	645,154.85
	e2. Cutting, Bending and Placing	kgs.	6,889.00	60.50	416,784.50
f.	Proc./Inst. of PVC Waterstop, 3/16" x 6" Dumbbell type	l.m.	55.70	1,149.76	64,041.63
g.	Concrete Demolition Work, Slab and Wall	cu.m.	3.00	1,304.10	3,912.30
h.	Borrow Haul with Compaction (Mechanized)	cu.m.	141.24	464.89	65,661.06
i.	Proc./Application of Joint Sealant	ltrs.	2.00	250.07	500.14
SUB-TOTAL					3,514,451.04
TOTAL					9,425,551.60
4.1	The Intended Completion Date is Three Hundred (300) Calendar Days from the effectivity of the Contract				
7.2	<i>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.</i>				





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BERSON'S CONSTRUCTION & TRADING

(CONTRACTOR)

By: **RUSSELL Q. BERNAL**

Proprietor

10	No dayworks are applicable to the contract.
13	The amount of the advance payment is fifteen percent (15%) of the Contract Price, to be made as per herein schedule: a. First (1st) Installment, <i>7.5% of the Contract Price</i> – upon submission to and acceptance by NIA of an irrevocable Standby Letter of Credit from a commercial bank, a bank guarantee or a surety bond, callable upon demand in accordance with Clause 39.2 and duly signed Construction Safety and Health Program approved by the DOLE. b. Second (2nd) Installment, <i>7.5% of the Contract Price</i> – after the Contractor has fully mobilized the initial equipment and manpower required for the project as specified in this Bid Documents; and/or c. The advance payment of 15% of the Contract Price maybe claim if the Contractor is able to comply and submit all above-mentioned documentary requirements.
14	Unassembled materials delivered on the site shall not be included for payment.
15.1	The date by which “as built” drawings are required is prior to the submission of the Final Billing Claims.
15.2	The amount to be withheld for failing to produce “as built” drawings by the date required is <u>1% of the total contract amount</u> .

WITNESSES :

[Signature]
SHEILA S. PASCOR

[Signature]
FRANCIS DAVE T. RAMIREZ

NATIONAL IRRIGATION
ADMINISTRATION

(NIA)

[Signature]
JOHN N. MOLANO-MSME

Division Manager A

