THIS AGREEMENT, made this ____day of ______, 2017 between **City Government of Batac**, represented by **ENGR. ALBERT D. CHUA**, hereinafter called the "Entity" and **KRB CONSTRUCTION**, represented by **MR. RICHARD M. NUVAL** hereinafter called the "Contractor".

WHEREAS, the Entity is desirous that the Contractor execute **UPGRADING OF LEVEL I SPRING DEVELOPMENT WATER SUPPLY SYSTEM AT BRGY. PIMENTEL, CITY OF BATAC, ILOCOS NORTE**, hereinafter called "the Works" and the Entity has accepted the Bid for **Four Hundred Eighty-Seven Thousand Seven Hundred Four Pesos (Php 487,704.00)** by the Contractor for the execution and completion of such Works and the 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 shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - (a) General and Filled in Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) 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;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conforme thereto;
 - (l) Construction schedule and S-curve;
 - (m) Manpower schedule;
 - (n) Construction methods, equipment utilization schedule,

8

R

(o) Construction safety and health program approved by the Department of Labor and Employment, and

(p) PERT/CPM of other acceptable tools of project scheduling.

- 3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
- 4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, sealed, and delivered by **ENGR. ALBERT D. CHUA**, the **City Government of Batac.**

Signed, sealed, and delivered by MR. RICHARD M. NUVAL, the KRB Construction.

Bidding Signature of Procuring Entity

Bidding Signature of Contractor

ENGAL SATBERT D. CHUA

City Mayor, City Government of Batac

MR. RICHARD M. NUVAL
Registered Owner, KRB Construction

Republic of the Philippines Province of Ilocos Norte CITY OF BATAC

ACKNOWLEDGMENT

BEFORE ME, Notary Public in the City o	f Batac, Province of Ilocos Norte
personally appeared ENGR. ALBRT D. CHUA	, with Office ID No. 2017-001,
issued by the City Government of Batac, in his	
the City Government of Batac representing the	Republic of the Philippines, and
MR. RICHARD M. NUVAL, with TINNO. 159-676. 7441	, valid until
issued by represent	
known to me to be the same persons who	
AGREEMENT and they acknowledged to me the	nat the same is their true act and
deed for and in behalf of the PARTIES they rep	
This consist of THREE (3) pages is	
ACKNOWLEDGMENT is written duly signed by	the contracting parties.
IN WITNESS WHEREOF, have hereunt	o affixed my signature and seal
this <u>19 DEC 2017</u> at the City of Ba	tac, Ilocos Norte.
M	
/ U	DA VINCI MERISOSTOMO
/ 0	Notary Public
PTQ	Until December 31, 2017
AIN	No. 5124423/1-3-17/Batac City, I. Norte Roll of Attorney's No. 34206
1	IBP Lifetime No. 02120
Doc. No. 42	TIN 122-604-006
Page No. 90	
Book No. CUXUX	

Series of

2017