THIS AGREEMENT, made this _____day of 1 9 2017 _____, 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 **CONSTRUCTION OF LEVEL I SPRING DEVELOPMENT WATER SUPPLY SYSTEM AT BRGY. MAIPALIG, CITY OF BATAC, ILOCOS NORTE**, hereinafter called "the Works" and the Entity has accepted the Bid for **One Million Thirty-Three Thousand Three Hundred Ninety-Seven Pesos (Php 1,033,397.00)** 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,

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(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

Gity Mayor, City Government of Batac

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MR. RICHARD M. NUVAL

Registered Owner, KRB Construction