

CONTRACT

THIS AGREEMENT made this 21st day of February 2018 between the **City Government of Tuguegarao** (hereinafter called "the Entity") of the one part; and **CAVAT CAPITOL MDSG. AND CONSTRUCTION** (hereinafter called "the Contractor") of the other part:

WHEREAS, the Entity is desirous that the Contractor execute the **Flood Risk Mitigation Project (Slope Protection of Pinacanauan River) Centro 09, Tuguegarao City** in **PB-INF-2018-007** (hereinafter called "the Works") and the Entity has accepted the Bid of **Nineteen Million One Hundred Forty Two Thousand Two Hundred Seventy Six Pesos and One Centavo (Php19,142,276.01)** (hereinafter called "the Contract Price") 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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, to wit:
 - A. General and Special Conditions of Contract;
 - B. Drawings/Plans;
 - C. Specifications;
 - D. Invitation to Apply for Eligibility and to Bid;
 - E. Instruction to Bidders;
 - F. Bid Data Sheet;
 - G. Addenda and/or Supplemental/Bid Bulletin, if any;
 - H. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - I. Eligibility requirements, documents and/or statements;
 - J. Performance Security;
 - K. Credit line issued by a licensed bank, if any;
 - L. Notice of Award of Contract and the Bidder's conforme thereto; and
 - M. Other contract documents that may be required by existing laws and/or the Entity, such as:
 - 1) Construction Schedule and S-curve.
 - 2) Manpower Schedule.
 - 3) Construction Methods.
 - 4) Equipment Utilization Schedule.
 - 5) Construction Safety and Health Program Approved by the Department of Labor and Employment.
 - 6) PERT/CPM for Infrastructure Projects.

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 to remedy defects therein in conformity and in all respects with the provisions of the Contract

4. The **Entity** hereby covenants to pay the **Contractor** in consideration of the execution and completion of the Works and the remedying of defects therein, the **Contract Price** or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by the Contract.

IN WITNESSWHEREOF the parties hereto 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.

Signed, sealed, delivered by **ATTY. JEFFERSON P. SORIANO**, the City Mayor of Tuguegarao, for the **Entity**.

_____(sgd)_____
Signature

Valid ID

Signed, sealed, delivered by **FRANCISCO FERIL**, the **owner/manager**, for the **Contractor**.

_____(sgd)_____
Signature

Valid ID

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO before me, a notary public for and in the City of Tuguegarao, Province of Cagayan this 21st day of February 2018. The affiants, whom I identified through the above-indicated competent evidence of identity, personally signed the foregoing instrument before me and avowed under penalty of law to the whole truth of the contents of said instrument.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2018.

NOTARY PUBLIC