## **Contract Agreement**

THIS AGREEMENT, made this 28th day of July, 2017 between the Provincial Government of Isabela with office address at Provincial Capitol, Alibagu, City of Ilagan, Isabela (hereinafter called the "Entity")

and

EGB Construction represented by Engr. Erni G. Baggao, Proprietor with office address at Maharlika Highway, Alibagu, City of Ilagan, Isabela (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor shall execute the Road Opening of Farm to Market Road located at Barangay Masipi East, Cabagan, Isabela (hereinafter called "the Works") and the Entity has accepted the Bid for Nineteen Million Seven Hundred Seventy Nine Thousand Four Hundred Eighty Nine Pesos and 56/100 (Php 19,779,489.56) of the Contractor for the execution and completion of such work and the remedying of any defects therein.

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement, words and expressions shall have the same meaning 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 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) 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;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Notice of Award of Contract and the Bidder's conforme thereto;
  - Other contract documents that may be required by existing laws and/or the Entity.
- 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 herewith have caused this Agreement to be executed in the day and year first above written.

| PROVINCE OF ISABELA and EGB CONSTRUCTION Provincial Local Government Unit Contractor   |             |
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|  |             |
| By:  HON. FACST NO G. DY, III  Provincial Governor  By:  ENGR. ERNI/G. BACGAO  Proprietor/ EGB Construction  |             |
| SIGNED IN THE PRESENCE OF:  ATTY. FRANCIS JAMES E. MEER  Provincial Legal Officer  Provincial Engineer   |             |
| ACKNOWLEDGEMENT  |             |
| REPUBLIC OF THE PHILIPPINES ) Province of Isabela )S.S. City of Ilagan )   |             |
|  | at          |
| Philippines personally appeared HONORABLE GOVERNOR FAUSTINO G. DY, III with Community Tax Certificate No. 31088888, issue at Cauayan City, Isabela, on January 3, 2017 and ENGR. ERNI G. BAGGAO, Proprietor, EGC Construction of Maharlika Highway, Alibagu, City of Ilagan, Isabela with Community Tax Certificate No, issued at on known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is their free and voluntary acts and deeds and of the entities they represent. | d<br>B<br>X |
| WITNESS MY HAND AND NOTARIAL SEAL.   |             |
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| Jun  |             |
| ATTY CONSUELO TARAMPI- LACCUI  NOTARY PUBLIC  UNTIL DESEMBER SUI2017  PTR # 8205000 01/04/2017   |             |
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