

## Form of Contract Agreement

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THIS AGREEMENT, made this 28<sup>th</sup> day of November, 2019 between Municipality of Laur represented by the *Municipal Mayor* hereinafter called the "Entity" and D.B. Baraquiel Construction, Cabanatuan City, Nueva Ecija, hereinafter called the "Contractor".

WHEREAS, the Entity is desirous that the Contractor execute **Construction of Slope Protection at Barangay San Juan, Laur, Nueva Ecija** hereinafter called "the Works" and the Entity has accepted the Bid of **Two Million four hundred two thousand one hundred eighteen pesos and 22/100 (Php 2,402,118.22)** 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 part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Invitation to Bid;
  - (d) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
  - (e) Eligibility requirements, documents and/or statements;
  - (f) Performance Security
  - (g) Notice of Award of Contract and the Bidder's conformed thereto;
  - (h) 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 thereto have caused this Agreement to be executed the day and year first before written.


Signed, sealed, delivered by ALEXANDER A. DAUS the Municipality of Laur (for the Entity)

Signed, sealed, delivered by DINO B. BARAQUIEL the D.B. BARAQUIEL CONSTRUCTION (for the Contractor).

*Signature of Alexander A. Daus*  
*Signature of Dino B. Baraquiel*

Binding Signature of PROCURING ENTITY

Binding Signature of CONTRACTOR

  
**ALEXANDER A. DAUS**  
Municipal Mayor

  
**DINO B. BARAQUEL**  
D.B. Baraquel Construction

In the presence of

\_\_\_\_\_

Received a copy of this contract this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ in the Municipality of Laur.


REPUBLIC OF THE PHILIPPINES

MUNICIPALITY OF **CABANATUAN CITY**

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**BEFORE ME**, a Notary Public for and in CABANATUAN CITY  
personally appeared Alexander A. Daus  
and Dino B. Baraquel both known to me  
be the same person executed this instrument and they acknowledge to me their  
free act and voluntary deed.

WITNESS MY HAND AND NOTARIAL SEAL this 28<sup>th</sup> day of  
November 2019 at CABANATUAN CITY.

  
**NOTARY PUBLIC**  
Notary Public  
Until December 31, 2020  
PTR No. CBN-1161275-1-3-19  
IBP OR No. 057214/12-17-18  
At IBP Ortigas, Pasig City  
SC Roll No. 7865/01-21-1955

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