THIS AGREEMENT, made this _____day of 18 OCT 2023 _____, between the **City Government of Cagayan de Oro** (hereinafter called "the Entity") and **KS Agad Construction** with office address at Zone 1B-Lunas St., Pagatpat, Cagayan de Oro City, (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute **Concreting of Pavement of Road along Fernandez St. fronting the Arch Palace; SN 115 - 2023;** Contract Reference Number: **9970638** (hereinafter called "the Works") and the Entity has accepted the Bid for **Seven Hundred Thirty Six Thousand Seven Hundred Thirty Nine and 38/100 Pesos (PhP736,739.38)** 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, as annexed, shall be deemed to form, and be read and construed as part of this Agreement, to wit:

   A General Conditions and Special Conditions of the Contract

   B Drawings/Plans;

   C Specifications;

   D Requests for Quotation (RFQs), including all the documents/statements required as stipulated in the RFQ;

   E Performance Security;

   F Notice of Award of Contract and the Contractor's conforme thereto; and

   G 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.

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