CONTRACT AGREEMENT

THIS AGREEMENT, made this **day of , 2025** between **LOCAL GOVERNMENT UNIT OF MUNICIPALITY OF HERMOSA** (hereinafter called the "Entity") represented by **HON. ANNE LORRAINE C. ADORABLE-INTON** in his capacity as **MUNICIPAL MAYOR** and **BUILDERS EXPONENT EMPIRE CORPORATION** (hereinafter called the "Contractor") represented by **NOEL M. VIANZON** of the other part.

Whereas, the Entity is desirous that Contractor execute the contract for the **Supply of Materials, Labor and Equipment for the Flood Control System - Desilting of Hermosa River at Various Barangays, Hermosa, Bataan** (hereinafter called "the Works") and Entity has accepted the Bid for **Nine Million Nine Hundred Ninety One Thousand Four Hundred Forty Eight Pesos and 25/100 (Php 9,991,448.25)** 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 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 or Credit Line issued by a licensed bank, if any
   - (k) Notice of Award of Contract and the Bidder's conforme thereto;
   - (l) Completion of project is within Sixty Five (65) calendar days upon receipt of the Notice to Proceed.
   - (m) 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.

HON. ANNE LORRAINE C. ADORABLE-INTON
Entity
Municipal Mayor

NOEL M. VIANZON
Contractor
BUILDERS EXPONENT EMPIRE CORP.

Signed in the Presence of:

CRISPIN S. CAYABYAB

PABLO T. MANALO

Republic of the Philippines)
Province of Bataan) S.S. ORANI BATAAN
City/Municipality of _____)

BEFORE ME, this 09 OCT 2025 day of _____, 2025 at ORANI BATAAN came and appeared **HON. ANNE LORRAINE C. ADORABLE-INTON** with **Phil. Identification Card No. 4079-4751-7416-4278** and **NOEL M. VIANZON** with **Driver's License No. C10-08-010779** both known to me to be the same persons who executed the foregoing instrument and they acknowledge that the same is their free act and deed.

WITNESS MY HAND AND SEAL THE DAY, YEAR AND PLACE ABOVE.

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ATTY. BONIFACIO F. CRUZ, JR.
Notary Public until December 31, 2026
Notarial Commission No. 448-24
Roll of Attorneys No. 46612
IBP Lifetime No. 05274
PTR No. 0368173, Jan. 6, 2025, Bataan
MCLE Compliance No. VII-0027719; Apr. 15, 2025
2nd Floor Admor Bldg., Balut,
ORANI, BATAAN