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 **BASTIAN BUILDERS** (hereinafter called the "Contractor") represented by **BENJAMIN M. CARAIG JR.** of the other part.

Whereas, the Entity is desirous that Contractor execute the contract for the **Supply of Materials, Labor and Equipment for the Improvement of Riverwall at Brgy. Pulo, Hermosa, Bataan** (hereinafter called "the Works") and Entity has accepted the Bid for **Nine Hundred Ninety Seven Thousand Eight Hundred Sixty One Pesos and 05/100 (Php 997,861.05)** 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 Twenty Two (22) 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

BENJAMIN M. CARAIG JR.
Contractor
BASTIAN BUILDERS

Signed in the Presence of:

_____ _____

Republic of the Philippines)
Province of Bataan) S.S.
City/Municipality of Dinalupihan, Bataan)

BEFORE ME, this 11 DEC 2025 day of _____, 2025 at Dinalupihan, Bataan came and appeared **HON. ANNE LORRAINE C. ADORABLE-INTON** with **Phil. Passport No. P8325501A** and **BENJAMIN M. CARAIG JR.** with **Professional Regulation Commission No. 0076595** 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. MARBEN JULTER D. SOLIS
Notary Public until 31 December 2026
for Mun. of Dinalupihan and Hermosa, Bataan
Notarial Commission No. 041-24
PTR No. BTN 8296135, Bataan 1/8/2025
IBP OR No. 502418, Bataan 1/8/2025
Roll of Attorneys No. 60842
MCLE Compliance No. VIII - 0037734 valid until 14 April 2028