



Republic of the Philippines
PROVINCE OF PAMPANGA
MUNICIPALITY OF STO. TOMAS

CONTRACT FOR THE PROJECT:

THIS AGREEMENT, made this **24TH DAY OF JULY 2025** at Sto. Tomas, Pampanga, by and between the **MUNICIPALITY OF STO. TOMAS, PAMPANGA** and **R.G. DIAZ BUILDERS & TRADING**.

WHEREAS, the Entity is desirous that the contractor executes for the project: **FLOOD CONTROL PROJECT: DESILTING/UPGRADING OF RIVERBANKS WITH BAMBOO PILES AND NETS AT PANLINLANG RIVER, BRGY. POBLACION** (hereinafter called "the Works") and the Entity has accepted the Bid for **TWO MILLION NINE HUNDRED SEVENTY-SIX THOUSAND FOUR HUNDRED SEVENTY-NINE PESOS AND THIRTY-SIX CENTAVOS (2,976,479.36)**, remedying 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 to the in the Conditions of Contract hereinafter referred.
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. Drawing/Plans
 - c. Specifications
 - d. Invitation to Apply for Eligibility and to Bid
 - e. Instruction to Bidders
 - f. Bid Data Sheet
 - g. Addenda and/or Supplemental/Bid Bulletins, if any;
 - h. Bid Form, Including all the documents/statements; Bidders bidding envelopes, as annexes;
 - i. Eligibility requirements, documents and/or statements;
 - j. Performance Security
 - k. Credit line issued by a licensed bank, if any;
 - l. Notice of Award of Contract and the Bidder's conforme thereto;
 - m. Other Contract documents that may be required by existing law 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 work and remedy any defects therein in conformity in all respects with the provision of this Contract.

- 4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein, 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 Contracts.
- 5. Payment by the Entity to the Contractor shall be subject to a retention of Ten (10) percent of each approved payments to be released in accordance with section C1-06 of the Implementing Rules & Regulations.

IN THE WITNESS whereof the parties thereto have caused this agreement to be executed the day and year first before written.


JOHNNY A. SAMBO
 Municipal Mayor

 for:
The Municipality of Sto. Tomas, Pampanga


RODERICK G. DIAZ
 Owner/General Manager
 for:
R.G. DIAZ BUILDERS & TRADING

SIGNED IN THE PRESENCE OF:


REYNALDO C. INGAL
 Witness

 Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of San Fernando, (P)) S.S

BEFORE ME AT City of San Fernando, (P), Pampanga, this JUL 24 2025 day of _____ 2025, personally appeared _____

Tin Number _____

JOHNNY A. SAMBO
 RODERICK G. DIAZ

Known to me to be the same person who executed the foregoing instrument and acknowledgement to me that the same is his/her own free and voluntary act and deed.

WITNESS MY HAND AND SEAL.

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JAIME F. ESTRABILLO
 Notary Public
 Until December 31, 2025
 Notarial Commission No. 25 - 24
 PTR No. 0747954 E - 01/02/2025 -CSF
 IBP No. 492218 - 01/02/2025 - Pasig City
 Roll No. 26799
 MCLE No. VII-0002475 -(4/14/25)