

THIS AGREEMENT, made this ____ day of FEB 28 2024, between the **City Government of Cagayan de Oro** (hereinafter called "the Entity") and **Trench Engineering and Construction Services**, with office address at 198 Corrales Avenue, Cagayan de Oro City (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **Road Concreting with Drainage System at Hillside Portion of Agape Drive, Macasandig; SN 427 - 2023**; Contract Reference Number: **10233843** (hereinafter called "the Works") and the Entity has accepted the Bid for **Three Million Seven Hundred Thirty One Thousand Three Hundred Eighteen and 84/100 Pesos Only (PhP3,731,318.84)** 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 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;
 - 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 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.

Binding Signature of PROCURING
ENTITY:

ROLANDO A. UY
City Mayor

Binding Signature of CONTRACTOR:

ENGR. ROALD Y. DY
Proprietor
Trench Engineering and Construction
Services

Witnesses:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF MISAMIS ORIENTAL) S.S.
CITY OF CAGAYAN DE ORO

BEFORE ME this FEB 28 2024 at Cagayan de Oro City,
Philippines, personally appeared:

Name	Identification and ID No.	Issued at/Date of Expiry/Place of Issue
Hon. Rolando A. Uy	SSS No. 03-4644815-1	
Engr. Roald Y. Dy	MC No. 0073941	MC No. 4, 2025

and their witnesses, known to me to be the same persons who executed the foregoing instrument, signed by them and their witnesses on every page, and they acknowledged before me that the same are their own free and voluntary act and deed. This instrument consisting of two (2) pages only, including the page on which this acknowledgement is written.

WITNESS MY HAND AND SEAL on the date and first mentioned above.

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Series of: 2024

ATTY. ED GIBSON C. BELARMINO
Notary Public
El Salvador to Binuangan, Misamis Oriental including
Cagayan de Oro City
Until December 31, 2024
Notarial Commission No. 2023-126
PTR No. 3239132/January 09, 2024/Misamis Oriental
IBP No. 431600/January 27, 2024/Misamis Oriental
Roll No. 82051 May 26, 2022
MCLE Compliance No. - Newly admitted to the Bar
San Lucas St. Corner San Guillermo St. Zone 6
Capisonon, Kauswagan, Cagayan de Oro City
TIN: 277-383-330