

THIS AGREEMENT, made this \_\_\_\_ day of 03 FEB 2023, between the **City Government of Cagayan de Oro** (hereinafter called "the Entity") and **R and L Builders and Construction Supply Corp.** with office address at J.R. Borja Extension, Gusa, Cagayan de Oro City (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **Pagatpat Resettlement Project Phase 2 at Barangay Pagatpat; SN 219 - 2022**; Contract Reference Number: **9099487** (hereinafter called "the Works") and the Entity has accepted the Bid for **Seventeen Million One Hundred Ninety Six Thousand Seven Hundred Twenty Five and 75/100 Pesos Only (PhP17,196,725.75)** 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:

**ROMEO D. OPADA**  
President  
R and L Builders and Construction Supply Corp.

Witnesses:

**ACKNOWLEDGEMENT**

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

**BEFORE ME** this 03 FEB 2023 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	
Romeo D. Opada	CVN# 000 E-6J87914-4	

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.

Doc. No.: 433  
Page No.: 87  
Book No.: 47  
Series of: 2023

**ROWELL B. VALLEDOR**  
Notary Public until Dec. 31, 2024  
TIN No. 933-636-901  
IBP O.R. No. 038478-Lifetime  
PTR No. 5459462, 01/04/2023; CDO  
Roll No. 67069; NC No. 2023-81  
MCLE Compliance No. VII-0004532  
Tel. No. 0995-704-9232  
Cagayan de Oro City