THIS AGREEMENT, made this _____day of 31 MAY 2023, between the **City Government of Cagayan de Oro** (hereinafter called "the Entity") and **ESR Construction & Development Corporation** with office address at National Highway, Tiguma, Pagadian City (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute the **Project Lunhaw – Divisoria Redevelopment Phase 1; SN 308 - 2022**; Contract Reference Number: **9382245** (hereinafter called "the Works") and the Entity has accepted the Bid for **Twenty Million Three Hundred Fifty Seven Thousand Nine Hundred Eighty and 27/100 Pesos Only (PhP20,357,980.27)** 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: | Binding Signature of CONTRACTOR: |
|---|---|
| **ROLANDO A. UY**<br>City Mayor | **EDMARIO S. REVELO**<br>Authorized Representative<br>ESR Construction & Development Corporation |

**Witnesses:**

_____ _____

**ACKNOWLEDGEMENT**

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

**BEFORE ME** this 31 MAY 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 | |
| Edmario S. Revelo | TIN 103-306-956 | |

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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Page No.: 70
Book No.: XXXV
Series of: 2023

KAMIL G. CARREON
Notary Public
Valid Until December 31, 2023
PTR No. 5569530A, 01/03/2023 CDOC
IBP No. 269843, 01/04/2023 Mis Or.
TIN 922-710-579
ROLL NO. 51523, 5-10-2006
CAGAYAN DE ORO CITY
MCLE Comp. No. VII-0015256, 04-11-2022