

Republic of the Philippines
PHILIPPINE PORTS AUTHORITY
PPA Building, Bonifacio Drive, South Harbor,
Port Area, Manila, Philippines

**CONTRACT AGREEMENT
FOR THE EXTENSION OF R.C. WHARF, PORT OF CULASI,
ROXAS CITY, CAPIZ,**

This Agreement made and entered into this _____ day of _____ 2021, in
Manila, Philippines, by and between:

PHILIPPINE PORTS AUTHORITY (PPA), a government instrumentality
created under Presidential Decree No. 857, as amended, with principal office at
PPA Building, Bonifacio Drive, South Harbor, Port Area, Manila, represented
herein by its General Manager, **JAY DANIEL R. SANTIAGO**, duly authorized for
this purpose under Board Resolution No. 2445, Series of 2015, attached herein
as **Annex A**.

- and -

J.S. LAYSON AND CO., INC., duly organized and existing in
accordance with Philippine laws, with principal office address at 113-B Saint
Elizabeth Center Valeria Street, Iloilo City, represented herein by its Executive
Vice President, **JOSE V. LAYSON, JR.**, duly authorized for this purpose as
shown in Secretary's Certificate dated 22 July 2021, attached herein as **Annex
B**.

WHEREAS, the Entity is desirous that the Contractor execute the Extension of R.C.
Wharf, Port of Culasi, Roxas City, Capiz, with an approved Budget for the Contract (ABC) of
Php **62,031,346.03** and the Entity has accepted the Bid for **SIXTY ONE MILLION FIVE
HUNDRED EIGHTY EIGHT THOUSAND PESOS (Php 61,588,000.00)** 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 meaning as are
respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and
Regulations of Republic Act No. 9184 shall be deemed to form and be read and
construed as part of this Agreement, viz:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any

Witness:

SUZANNE FADULLON
Administrative Officer

J.S. LAYSON AND CO., INC.
BY: 
JOSE V. LAYSON, JR.
Executive Vice President

Witness

MARK JON B. PALOMAR
Chairperson, HO-BAC-EP

PHILIPPINE PORTS AUTHORITY
BY: 
JAY DANIEL R. SANTIAGO
General Manager

- b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration of the sum of **SIXTY ONE MILLION FIVE HUNDRED EIGHTY EIGHT THOUSAND PESOS (Php 61,588,000.00)** or such other sums as may be ascertained, **J.S. LAYSON AND CO., INC.** agrees to execute the Extension of R.C. Wharf, Port of Culasi, Roxas City, Capiz, in accordance with its Bid.
4. The Philippine Ports Authority agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.
5. In execution of its Works, **J.S. LAYSON AND CO., INC.** shall likewise hold PPA free and harmless from any liability due to actions, damages, or accident it may cause in the course thereof.
6. The failure of PPA to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any of the rights or remedies that it may have, nor shall it be construed as a waiver of any subsequent breach or default of its terms, conditions and covenants which shall continue to be in full force and effect. Silence on the part of PPA shall not be considered as condonation or waiver of any breach or default by **J.S. LAYSON AND CO., INC.** of any covenant or condition herein provided. No waiver by PPA of its rights under this Contract shall be deemed to have been made unless expressly made in writing and signed by its duly authorized representative.

IN WITNESS whereof, the Parties have hereto caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, on the day and year first above written.

Witness:

SUZANNE FADULLON
Administrative Officer

J.S. LAYSON AND CO., INC.
BY: 
JOSE V. LAYSON, JR.
Executive Vice President

Witness:

MARK JON S. PALOMAR
Chairperson, HO-BAC-EP

JAY DANIEL R. SANTIAGO
General Manager

PHILIPPINE PORTS AUTHORITY
BY: 

PHILIPPINE PORTS AUTHORITY
TIN No. 000-352-232-000
By:

Jay Daniel R. Santiago
JAY DANIEL R. SANTIAGO
General Manager

Mark Jon S. Palomar
MARK JON S. PALOMAR
Chairperson, HO-BAC-EP

J.S. LAYSON AND CO., INC.
TIN No.004-230-244-000
By:

Jose V. Layson, Jr.
JOSE V. LAYSON, JR.
Executive Vice President

WITNESSES

Suzanne Fadullon
SUZANNE FADULLON
Administrative Officer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila) S.S.
ILOILO CITY

BEFORE ME, a Notary Public for and in the City **ILOILO CITY**, this 25 OCT 2021 day of _____, 2021, personally appeared the following :

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE OF ISSUE OR EXPIRY DATE	PLACE OF ISSUE
Jay Daniel R. Santiago	PPA ID No. 00102016		
Jose V. Layson, Jr.	SSS No. 07-1237783-0		

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free act and deed as well as the free and voluntary act of the entities they represent.

POSITION	COMPANY	CTC No.	DATE	PLACE
General Manager	Phil. Ports Authority	00367765	2-02-21	Manila
Executive Vice President	J.S. Layson and Co., Inc.	00119765	1-06-21	Iloilo City

The foregoing instrument is a Contract for the Extension of R.C. Wharf, Port of Culasi, Roxas City, Capiz, consisting of three (3) pages, including this page on which this Acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written

Doc. No. 415;
Page No. 92;
Book No. OXXII;
Series of 2021

Mary Mea Gerosa A. Mechanova
ATTY. MARY MEA GEROSA A. MECHANOVA
NOTARY PUBLIC
UNTIL 31 DECEMBER 2021
CITY AND PROVINCE OF ILOILO
NOTARIAL REGISTER NO. 17
CTR NO. 7253702 DATED 1-04-2021
IBP NO. 01057 DATED 1-04-2021
BOTH ISSUED IN ILOILO CITY
ATTORNEY'S ROLL NO. 31416
MECHANOVA LAW OFFICE
114B ST. ELIZABETH CENTER
VALERIA ST. ILOILO CITY
TEL. NO. 033-3373130