



**CONTRACT / AGREEMENT**

**REPAIR OF DAMAGED PAVEMENT, PERIMETER FENCE AND BULKHEAD AT PORT OF  
JORDAN, GUIMARAS**

THIS AGREEMENT, made this \_\_\_\_\_ day of JUL 13 2018, 20\_\_ between:

**PHILIPPINE PORTS AUTHORITY (PPA)**, with local office at Brgy. Loboc, La Paz, Iloilo City, represented herein by its Port Manager, **EDUARDO P. GOLES**, herein referred to as PPA

and

**CHEDMARYL CONSTRUCTION AND SUPPLIES**, with business and office address at **20A DURAN ST., ILOILO CITY** represented herein by its Proprietor, **ENGR. HENRIC C. PUERTOLLANO**, hereinafter referred to as CONTRACTOR.

WHEREAS, PPA is desirous that the Contractor execute the “**Repair of Damaged Pavement, Perimeter Fence and Bulkhead at Port of Jordan, Guimaras**” and the PPA has accepted the Bid for **Eleven Million Eight Hundred Twenty Eight Thousand Nine Hundred Sixty-Seven Pesos and 70/100 (P 11,828,967.70)**. 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 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) 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.

  
James Ubaldo  
Contractor's Witness

  
HENRIC C. PUERTOLLANO  
Contractor

  
ANTONIO F. BELARGA  
ESD Manager

  
EDUARDO P. GOLES  
Acting Port Manager


3. In consideration of the payments to be made by the PPA to the **CHEDMARYL CONSTRUCTION AND SUPPLIES** hereinafter mentioned, the Contractor hereby covenants with the PPA to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The PPA 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.

PHILIPPINE PORTS AUTHORITY:  
By:

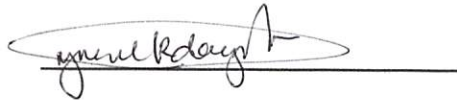
CHEDMARYL CONST AND SUPPLIES  
By:

  
ENGR. EDUARDO P. GOLES  
Acting Port Manager

  
ENGR. HENRIC C. PUERTOLLANO  
Owner/Manager

SIGNED IN THE PRESENCE OF





**ACKNOWLEDGMENT**

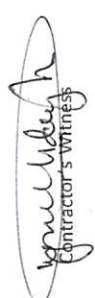
REPUBLIC OF THE PHILIPPINES  
CITY OF ILOILO

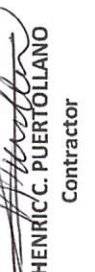
BEFORE ME, A Notary Public for and in the City of Iloilo, Philippines, personally appeared the following persons with their respective Residence Certificates, to wit:

NAME	RES. CERT.	PLACE/DATE ISSUED
EDUARDO P. GOLES	13151400	SURIGAO CITY / JANUARY 11, 2018

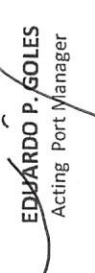
HENRIC C. PUERTOLLANO	DRIVER'S LICENSE - F03-74-016124	ILOILO CITY - 09-17-2019
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who are known to me to be the same persons who executed and signed the foregoing instrument, and who acknowledge to me that the same is their free and voluntary act and deed, and that of the entities which they respectively represent.

  
Contractor's witness

  
HENRIC C. PUERTOLLANO  
Contractor

  
ANTONIO F. BELARGA  
ESD Manager


  
EDUARDO P. GOLES  
Acting Port Manager

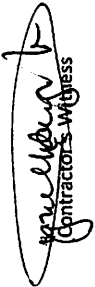
This instrument is a CONTRACT/AGREEMENT for the "Repair of Damaged Pavement, Perimeter Fence and Bulkhead at Port of Jordan, Guimaras" consisting of three (3) pages including this page in which the Acknowledgment is written. Pages 1 & 3 are signed on the left margin thereof and page 2 is signed at the corresponding spaces provided therefore by the Parties and their instrumental witnesses and sealed with my notarial seal.

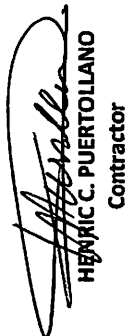
WITNESS MY HAND AND SEAL, this day of JUL 13 2018 at ILOILO CITY, Philippines.

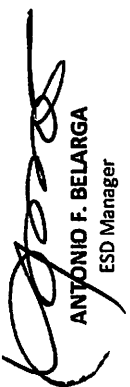
NOTARY PUBLIC

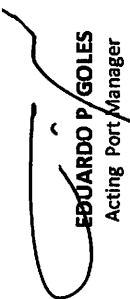
Doc. No. 79  
Page No. 74  
Book No. VII  
Series of 2018

  
ATTY. JOY MARIE M. JAYME-GERARDO  
NOTARY PUBLIC  
CITY AND PROVINCE OF ILOILO  
NOTARY COMMISSION REG. NO. 175  
VALID UNTIL DECEMBER 31, 2016  
ROLL OF ATTORNEY'S NO. 67465  
PTR NO. 5808784/ILOILO CITY/JAN. 3, 2018  
IBP NO. 018254/ILOILO CITY/JAN. 3, 2018  
\*SOLE COMPLIANCE EXEMPTED ADMITTED TO BAR MAY 20, 2011  
95-AE LOPEZ ST., ILOILO CITY

  
Contractor's Witness

  
HENRIC C. PUERTOLLANO  
Contractor

  
ANTONIO F. BELARGA  
ESD Manager

  
EDUARDO P. GOLES  
Acting Port Manager