

CONTRACT AGREEMENT FOR THE REMOVAL OF RUBBER DEPOSIT AT RUNWAY 02/20 AND RE-PAINTING OF AFFECTED PAVEMENT MARKINGS

THIS AGREEMENT, made this 20th day of May 2019 between **CLARK INTERNATIONAL AIRPORT CORPORATION** of Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Philippines (hereinafter called "**Entity**") of the one part and **OLONGAPO MAINTENANCE SERVICES, INC.** of No. 20 Bayani St., Galas, Quezon City (hereinafter called the "**Service Provider**") of the other part:

WHEREAS, the Entity invited Bids for execution and completion of services consisting of: **REMOVAL OF RUBBER DEPOSIT AT RUNWAY 02/20 AND RE-PAINTING OF AFFECTED PAVEMENT MARKINGS** and has accepted a Bid by the Service Provider in the sum of **SIX MILLION NINE HUNDRED NINETY SIX THOUSAND TWO HUNDRED TWENTY ONE PESOS AND 67/100 (PHP6,996,221.67)** (hereinafter called the "**Contract Price**").

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 referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) General and Special Conditions of the Contract ;
 - (b) Technical Specifications;
 - (c) Invitation to Apply for Eligibility and to Bid;
 - (d) Bidding Documents (**ANNEX A**);
 - (e) Supplemental Bid Bulletin;
 - (f) Bid form including all the documents/statements contained in the winning bidder's bidding envelopes (**ANNEX B**);
 - (g) Eligibility requirements, documents and/or statements (**ANNEX C**);
 - (h) Performance Bond;
 - (i) Net Financial Contracting Capacity (NFCC);
 - (j) Notice of Award of Contract and winning bidder's "Conforme" thereto;
3. In consideration of the payments to be made by the Entity to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Entity to provide for the execution and completion of services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Entity hereby covenants to pay the Service Provider in consideration of the provision of services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS, whereof the parties hereto have 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.

Signed, sealed, delivered by:

Clark International Airport Corporation

Olongapo Maintenance Services, Inc.



JAIME ALBERTO C. MELO

Officer-in-Charge/President and CEO



RANDOLPH DE GUZMAN SAN GABRIEL

Vice President

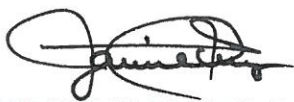

Witnesses:

Albia D. Reyes

ACKNOWLEDGMENT

Republic of the Philippines] **QUEZON CITY**] S.S.

BEFORE ME, a Notary Public for and in **QUEZON CITY** this **MAY 31 2019** day of _____ 2019 personally appeared the following:

Name	Valid Identification Number	Date & Place of Issuance
 JAIME ALBERTO C. MELO	Passport Number EC6974636	March 7, 2016 DFA Manila
 RANDOLPH G. SAN GABRIEL	Tin No. 156-285-403	

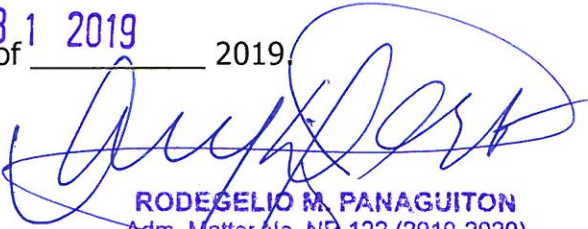
Dela D. Mga

Known to me and to me known to be the persons who executed the foregoing Contract for the **Removal of Rubber Deposit at Runway 02/20 and Re-painting of Affected Pavement Markings**. Both parties certified that the foregoing was their own free act and deed and the free act and deed of the principals they represent.

This Agreement consists of three (3) pages and is signed on each and every page by the parties and their material witnesses.

Witness my hand and seal this **MAY 31 2019** day of _____ 2019.

Doc. No. 192 ;
Page No. 39 ;
Book No. 11 ;
Series of 2019.



RODEGELIO M. PANAGUITON
Adm. Matter No. NP-122 (2019-2020)
Notary Public for Quezon City
Until December 31, 2020
No. 6 Rizal Street, Ayala Heights, Quezon City
Telephone No. (02) 931-3016
Email Address: rudy.kipb@gmail.com
Attorney's Roll No. 39023
PTR No. 5228074/08 January 2019/ Pasig City
IBP No. 056132/ 05 December 2018/Quezon City
MCLE Compliance No. V-0017336, 30 March 2016