



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. LAURO A. UBIADAS
KIT UBIADAS CONSTRUCTION CORP.
Binangonan, Rizal


Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the *Repainting of Angono Municipal Bldg. at Brgy. San Isidro, Angono, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

01/27/2022

Authorized Signature:



Name of the Representative of the Bidder:

LAURO A. UBIADAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

KIT UBIADAS CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

Repainting of Angono Municipal Building at Brgy. San Isidro, Angono, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Three Hundred Seven Thousand One Hundred Three Pesos & 96/100 (P 3,307,103.96), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within One Hundred Fifty (150) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Three Hundred Seven Thousand One Hundred Three Pesos & 96/100 (P 3,307,103.96), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Hundred Ninety-Two Thousand One Hundred Thirty-One Pesos & 19/100 (P 992,131.19) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereto signed this Agreement this MAR 02 2022 day of _____ at Antipolo City.

KIT URIADAS CONSTRUCTION CORPORATION
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

LAURO M. URIADAS
Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>LAURO M. URIADAS</u>	<u>TIN NO. 008-4104689</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Reprinting of Angono Municipal Building at Brgy. San Isidro, Angono, Rizal

WITNESS MY HAND AND SEAL this MAR 02 2022 day of _____, at Angono, Rizal Capital, Antipolo City.

Doc No. 56
Page No. 7
Book No. 4
Series 22

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Bantaganan & Cardona
NOTARY PUBLIC OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 69250
PER No. 17132374 / January 3, 2022 / Rizal
IBP Lifetime Member No. 016632 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. LAURO A. UBIADAS
KIT UBIADAS CONSTRUCTION CORP.
Binangonan, Rizal



Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the *Repair/Repainting of Ynares Multi-Purpose Bldg. (Daycare Center) at Villa Gloria Subd., Brgy. San Isidro, Angono, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,


REBECCA A. YNARES
Governor 

I acknowledge receipt of this Notice on:

Authorized Signature:
Name of the Representative of the Bidder:



LAURO A. UBIADAS

CONTRACT AGREEMENT ²

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

KIT UBIADAS CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 37, s. 2021 namely:

Repair/Repointing of Ynares Multi-Purpose Building (Daycare Center) at Villa Gloria Subd., Brgy. San Isidro, Angono, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Hundred Ninety-One Thousand Three Hundred Pesos & 09/100 (P 291,300.09), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Fifty (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Hundred Ninety-One Thousand Three Hundred Pesos & 09/100 (P 291,300.09), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Eighty-Seven Thousand Three Hundred Ninety Pesos & 03/100 (P 87,390.03) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing² to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have herunto signed this Agreement this 11th day of August 2022 at Antipolo City.

KIT UBIADAS CONSTRUCTION CORPORATION
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
LAURO M. UBIADAS
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

[Signature]
LOLITA B. DE GUZMAN

WITNESSES

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY, Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2022	Manila
<u>LAURO M. UBIADAS</u>	TIN: NO. 008-410-689		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting of Ynares Multi-Purpose Building (Daycare Center) at Villa Gloria Subd., Brgy. San Isidro, Angono, Rizal

WITNESS MY HAND AND SEAL this 11th day of August 2022 at Antipolo, Rizal Provincial Capitol, Antipolo City

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Page No. 3
Book No. 4
Series 20 22

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Caraga
in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of D.M. 3796, September 28, 2021
Adm. Matter 19-006
Roll of Attorneys No. 69253
PTR No. 17132074 / January 3, 2022 : 0



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. WILFREDO D. UNIDAD
G-3 CONSTRUCTION
Angono, Rizal


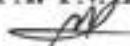
Dear Mr. Unidad:

The attached Contract Agreement having been approved, notice is hereby given to **G-3 CONSTRUCTION** that work may proceed on the
*Construction of 1-Storey Ynares Multi-Purpose Bldg. at Vermont
Royale Exec. Village, Brgy. Mayamot, Antipolo, City*
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,


REBECCA A. YNARES
Governor 

I acknowledge receipt of this Notice on:

03.01.2022

Authorized Signature:



Name of the Representative of the Bidder:

WILFREDO D. UNIDAD

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

C-3 CONSTRUCTION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Antipolo City, and herein represented by its Proprietor/President/General Manager, WILFREDO UNIDAD, of legal age, Filipino citizen, single/married, resident of Antipolo City, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

Construction of 1-storey Ynares Multi-Purpose Building at Vermont Royale Executive Village, Brgy. Maymot, Antipolo City

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the **Lowest Calculated Responsive Bid** in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Five Hundred Fourteen Thousand Nine Hundred Pesos & 23/100 (P 2,514,900.23), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Eighty-Six (86) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
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- e. Construction Schedule
- f. Request for Expression of Interest
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- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract.

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Five Hundred Fourteen Thousand Nine Hundred Pesos & 23/100 (P 2,514,900.23), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

* 2 *

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 3

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Fifty-Four Thousand Four Hundred Seventy Pesos & 07/100 (P 754,470.07) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 3

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 02 2022 day of _____ at Antipolo City.

WILFREDO UNIDAD
Entity/Firm/Corporation
By: [Signature]
WILFREDO UNIDAD
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT
By: [Signature]
REBECCA A. YNARES
Governor

[Signature]
LOLITA B. DE GUZMAN

WITNESSES

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY, Angono, Rizal) S.S

BEFORE ME, a Notary Public for and in Angono, Rizal City, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>WILFREDO UNIDAD</u>	TIN NO. 156-191-422		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Construction of 1 storey Ynares Multi-Purpose Building at Vermont Royale Executive Village, Brgy. Maymot, Antipolo City

WITNESS MY HAND AND SEAL, this MAR 02 2022 day of _____, at Angono, Rizal Provincial Capitol, Antipolo City.

Doc No. 46
Page No. 9
Book No. 4
Series 22

[Signature]
ATTY. ANNAMARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
in the PROVINCE OF RIZAL
NOTARY PUBLIC
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-208
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal
ICR No. 168231 / Bldg.



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. LAURO A. UBIADAS
KIT UBIADAS CONSTRUCTION CORP.
Binangonan, Rizal



Dear Mr. Ubiadas

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the *Improvement of Ynares Multi-Purpose Building, Brgy. Pag-Asa, Binangonan, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,


REBECCA A. YNARES
Governor 

I acknowledge receipt of this Notice on:

04/2022

Authorized Signature:



Name of the Representative of the Bidder:

LAURO A. UBIADAS

CONTRACT AGREEMENT 4

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

KIT UELADAS CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, LAURO M. UELADAS, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

Improvement of Ynares Multi-Purpose Building, Brgy. Pag-Asa, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Hundred Ninety-Five Thousand Two Hundred Seventy-Nine Pesos & 38/100 (P 395,279.38), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Fifty (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Hundred Ninety-Five Thousand Two Hundred Seventy-Nine Pesos & 38/100 (P 395,279.38), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Eighteen Thousand Five Hundred Eighty-Three Pesos & 81/100 (P 118,583.81) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have herunto signed this Agreement this MAR 02 2022 day of _____ at Antipolo City.

KIT UBIADAS CONSTRUCTION CORPORATION
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
LAURO M. UBIADAS
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

[Signature]
LOLITA D. DE GUZMAN

WITNESSES

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>LAURO M. UBIADAS</u>	TIN NO. 008-410-689		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entry that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Improvement of Ynares Multi-Purpose Building, Brgy. P9g-Ara, Binangonan, Rizal

WITNESS MY HAND AND SEAL this MAR 02 2022 day of _____, at Angono, Rizal Capitol, Antipolo City.

Doc No. 25
Page No. 3
Book No. 4
Series 20 22

[Signature]
ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
NOTARY PUBLIC OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 69250
PTR No. 17-22074 / January 3, 2022 / Rizal
IBP License Number No. 018632 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. LAURO A. UBIADAS
KIT UBIADAS CONSTRUCTION CORP.
Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the *Improvement/Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Gintong Sanay, Binangonan, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

3.4.2022

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A. UBIADAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

KIT UBIADAS CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, that,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

Improvement/Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Cinoong Sunny, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Six Hundred Seventy-One Thousand Five Hundred Four Pesos & 88/100 (P 1,671,504.88), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Six Hundred Seventy-One Thousand Five Hundred Four Pesos & 88/100 (P 1,671,504.88), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred One Thousand Four Hundred Fifty-One Pesos & 46/100 (P 501,451.46) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 11th day of August 2022 at Antipolo City.

KIT USLADAE CONSTRUCTION CORPORATION
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
LAURIC M. USLADAS
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
LOLITA B. DE GUZMAN

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2022	Manila
<u>LAURIC M. USLADAS</u>	<u>TIN NO. 008-410-689</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Improvement/Repair/Repainting of Ynares Multi-Purpose Covered Court at Angono, Antipolo, Rizal

WITNESS MY HAND AND SEAL this 11th day of August 2022 at Antipolo City.

Doc No. 33
Page No. 8
Book No. 4
Series 20 22

[Signature]
ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, B-nangonan & Cardona
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal
IBP Lifetime Member No. 016632 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. CLARENCE C. CACHO
ANROL CONSTRUCTION
Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to **ANROL CONSTRUCTION** that work may proceed on the *Concreteing of Road Shoulders at Darangan-Binangonan-Antipolo-Angono-Road (Eastridge), Binangonan-Antipolo-Angono, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,


REBECCA A. YNARES
Governor 

I acknowledge receipt of this Notice on:

02-03-2022

Authorized Signature:
Name of the Representative of the Bidder.


CLARENCE C. CACHO

CONTRACT AGREEMENT 6

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

ANROL CONSTRUCTION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pasig City, and herein represented by its Proprietor/President/General Manager, CLARENCE CACHO, of legal age, Filipino citizen, single/married, resident of Pasig City, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

Concreteing of Road Shoulders at Derangen@Binangonan-Antipolo-Angono-Road (Eastbridge), Binangonan-Antipolo-Angono, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Thirty-Two Million Three Hundred Eleven Thousand One Hundred Twenty-Eight Pesos & 66/100 (P 32,311,128.66), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Two Hundred Forty (240) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Thirty-Two Million Three Hundred Eleven Thousand One Hundred Twenty-Eight Pesos & 66/100 (P 32,311,128.66), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 6

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Million Six Hundred Ninety-Three Thousand Three Hundred Thirty-Eight Pesos & 60/100 (P 9,693,338.60) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR; 7

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

Handwritten initials and signatures on the left margin, including "M.R. G. Lopez" and other illegible marks.

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 02 2022 day of _____ at Antipolo City.

ROAD CONSTRUCTION
Entity/Firm/Corporation
By: [Signature]
CLARENCE CACIO
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT
By: [Signature]
REBECCA A. YNARES
Governor

[Signature]
LOLITA B. DE GUZMAN

WITNESSES

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Antipolo City personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>CLARENCE CACIO</u>	<u>TIN NO. L51-542-125</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entry that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Concrete of Road Shoulders at Derengan-Binangonan-Antipolo-Angono Road (Eastridge), Binangonan-Antipolo-Angono, Rizal

WITNESS MY HAND AND SEAL this MAR 02 2022 day of _____, at Angono, Rizal Capital, Antipolo City.

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Book No. 4
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[Signature]
ATTY. ANNAMARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3785, September 28, 2011)
Adm. Matter 19-006
Roll of Attorneys No. 69256
PTR No. 17432074 (January 3, 2020) 57



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MS. LAURA L. MARRON
L.L. MARRON CONSTRUCTION & TRADING
Binangonan, Rizal


Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to **L.L. MARRON CONSTRUCTION & TRADING** that work may proceed on the *Concreting of Road with Drainage Canal at Sampaloc Cpd., Ntin Victoria, Brgy. Pug-Asa, Binangonan, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,


REBECCA A. YNARES
Governor 

I acknowledge receipt of this Notice on _____

Authorized Signature:
Name of the Representative of the Bidder



LAURA L. MARRON

CONTRACT AGREEMENT 7

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

L-L. MARRON CONSTRUCTION AND TRADING, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, LAURA L. MARRON, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuant of the *Nangungunang Pambatawigan Ordinance No. 37, s. 2021* namely:

Concreting of Road with Drainage Canal at Sampaloc Compound, Sitio Victoria, Brgy. Pag-Ass, Binangonan, Rizal

WHEREAS, the **CONTRACTOR**, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the **Lowest Calculated Responsive Bid** in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million One Hundred Fifty-Two Thousand One Hundred Fifty-Six Pesos & 83/100 (P 3,152,156.83), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works, subject matter of this Agreement shall be completed within One Hundred Twenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the **PROVINCE** to the **CONTRACTOR**, the latter hereby covenants with the **PROVINCE** to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The **PROVINCE** hereby covenants to pay the **CONTRACTOR** the amount of **PESOS** Three Million One Hundred Fifty-Two Thousand One Hundred Fifty-Six Pesos & 83/100 (P 3,152,156.83), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Hundred Forty-Five Thousand Six Hundred Forty-Seven Pesos & 05/100 (P 945,647.05) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period.

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 02 2022 day of _____ at Antipolo City.

L.L. MARRON CONSTRUCTION AND TRADING
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:


LAURA L. MARRON
Proprietor/Manager/President

By:


REBECCA A. YNARES
Governor

WITNESSES


LOLITA B. DE GUZMAN


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>LAURA L. MARRON</u>	<u>TIN NO. 236-059-376</u>		


All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Concreting of Road with Drainage Canal at Sampaloc Compound, Sitio Victoria, Brgy. Peg-Asa, Binangonan, Rizal

WITNESS MY HAND AND SEAL this MAR 02 2022 day of _____, at Rizal Provincial Capitol, Antipolo City, Angono, Rizal

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ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm Matter 19-006
Roll of Attorneys No 69250
PTR No. 17132074 / January 3, 2022 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. LAURO A. UBIADAS
KIT UBIADAS CONSTRUCTION CORP.
Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to ***KIT UBIADAS CONSTRUCTION CORP.*** that work may proceed on the ***Concrete of S. Ulang St., Brgy. Tarala, Binangonan, Rizal*** effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

5.4.2022

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A. UBIADAS

CONTRACT AGREEMENT 8

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St, Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

RUI UBIADAS CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

Concreteing of S. Ulang St., Brgy. Ietala, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the **Lowest Calculated Responsive Bid** in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Four Hundred Ninety-One Thousand Two Hundred Twenty-One Pesos & 73/100 (P 1,491,221.73), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletin, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Four Hundred Ninety-One Thousand Two Hundred Twenty-One Pesos & 73/100 (P 1,491,221.73), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Forty-Seven Thousand Three Hundred Sixty-Six Pesos & 52/100 (P 447,366.52) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto; The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 02 2022 day of _____ at Antipolo City.

KJT UBIADAS CONSTRUCTION CORPORATION
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
LAURO M. UBIADAS
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
LOLITA B. DE GUZMAN

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>LAURO M. UBIADAS</u>	<u>Pin NO. 008-410-689</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Concreteing of S. Ulang St., Org. Tatala, Binangonan, Rizal

WITNESS MY HAND AND SEAL this MAR 02 2022 day of _____ at Angono, Rizal Capital of Antipolo City.

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[Signature]
ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 69259
PTR No. 17132074 / January 3, 2022 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. OLIVER O. AQUINO
OLIVER AQUINO CONSTRUCTION
Binangonan, Rizal



Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to **OLIVER AQUINO CONSTRUCTION** that work may proceed on the *Improvement / Concreting of Road with Drainage Canal at Sitio Villamayor (Diaz Compound), Rgy. Pag-Asa, Binangonan, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,


REBECCA A. YNARES
Governor 

I acknowledge receipt of this Notice on:

03 04 2022

Authorized Signature:
Name of the Representative of the Bidder.


OLIVER O. AQUINO

CONTRACT AGREEMENT 9

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

OLIVER AQUINO CONSTRUCTION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, OLIVER AQUINO, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Patalawigan Ordinance No. 37, s. 2021* namely:

Improvement/Concreting of Road with Drainage Canal at Sitio Villamayor (Blaz Compound), Brgy. Magasa, Binangonan, Rizal

WHEREAS, the **CONTRACTOR**, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Five Hundred Seventeen Thousand Eight Hundred Fifty-Five Pesos & 41/100 (P 1,517,855.41), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the **PROVINCE** to the **CONTRACTOR**, the latter hereby covenants with the **PROVINCE** to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The **PROVINCE** hereby covenants to pay the **CONTRACTOR** the amount of PESOS One Million Five Hundred Seventeen Thousand Eight Hundred Fifty-Five Pesos & 41/100 (P 1,517,855.41), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Fifty-Five Thousand Three Hundred Fifty-Six Pesos & 62/100 (P 455,356.62) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ day of _____ at Antipolo City.

OLIVER AQUINO CONSTRUCTION
Entry/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: 
OLIVER AQUINO
Proprietor/Manager/President

By: 
REBECCA A. YNARES
Governor

WITNESSES


LOLITA B. DE GUZMAN


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, Rizal personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2022	Manila
<u>OLIVER AQUINO</u>	<u>TIN NO. 182-311-289</u>		


All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entry that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Improvement/Concreting of Road with Drainage Canal at Sitio Villamayor (Diaz Compound), Brgy. Pag-asa, Binangonan, Rizal

WITNESS MY HAND AND SEAL this ____ day of _____, at Antipolo City, Rizal

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ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 69250
PYR No. 17132074 / January 3, 2022 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. LAURO A. UBIADAS
KIT UBIADAS CONSTRUCTION CORP.
Binangonan, Rizal


Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the *Construction of Drainage Canal at Picones St., Brgy. Macamor, Binangonan, Rizal* effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

3-4-2022

Authorized Signature:



Name of the Representative of the Bidder:

LAURO A. UBIADAS

CONTRACT AGREEMENT 16

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

KIT UBIADAS CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the **CONTRACTOR**. **WITNESSETH, That,**

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pantalaawigan Ordinance No. 37, s. 2021 namely:

Construction of Drainage Canal at Pioneer St., Brgy. Bacnot, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Four Hundred Forty-Nine Thousand Seven hundred Four Pesos & 30/100 (P 4,449,704.30), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within One Hundred Twenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payments to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Four Hundred Forty-Nine Thousand Seven hundred Four Pesos & 30/100 (P 4,449,704.30), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; (0

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Three Hundred Thirty-Four Thousand Nine Hundred Eleven Pesos & 29/100 (P 1,334,911.29) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and its Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 02 2022 day of _____ at Antipolo City.

KIT UBIADAS CONSTRUCTION CORPORATION
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
LAURO M. UBIADAS
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
LOLITA B. DE GUZMAN

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal Antipolo City, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>LAURO M. UBIADAS</u>	TLN NO. <u>008-410-689</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Construction of Drainage Canal at Picone St., Brgy. Mecarot, Binangonan, Rizal

WITNESS MY HAND AND SEAL this MAR 02 2022 day of _____ at Angono, Rizal Antipolo City.

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Page No. 8
Book No. 4
Series 2022

[Signature]
ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. SIDNEY. B. SORIANO
S.B. SORIANO CONSTRUCTION
Morong, Rizal

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to **S.B. SORIANO CONSTRUCTION** that work may proceed on the *Repair/Repainting of 2-Storey Ynares Multi-Purpose Bldg.(Brgy. Hall) at Brgy.Nan Juan, Raras, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.


Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,


REBECCA A. YNARES
Governor 

I acknowledge receipt of this Notice on:

Authorized Signature:
Name of the Representative of the Bidder:


SIDNEY. B. SORIANO

CONTRACT AGREEMENT //

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

S. B. SORIANO CONSTRUCTION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal, and herein represented by its Proprietor/President/General Manager, SIDNEY SORIANO, of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

**Repair/Repainting of 2-storey Ynares Multi-Purpose Bldg. (Brgy. Hall)
at Brgy. San Juan, Baras, Rizal**

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the **Lowest Calculated Responsive Bid** in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Hundred Thirty-Five Thousand Five Hundred Twenty-One Pesos & 39/100 (P 335,521.39), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Fifty (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Hundred Thirty-Five Thousand Five Hundred Twenty-One Pesos & 39/100 (P 335,521.39), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Thousand Six Hundred Fifty-Six Pesos & 42/100 (P 100,656.42) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have herunto signed this Agreement this MAR 02 2022 day of _____ at Antipolo City.

S.B. SORIANO CONSTRUCTION
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

By:

SIDNEY SORIANO

REBECCA A. YNARES

Proprietor/Manager/President

Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>SIDNEY SORIANO</u>	<u>TIN NO. 233-687-269</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for **Repair/Repainting of 2-storey Ynares Multi-Purpose Bldg. (Brgy. Hall) at Brgy. San Juan, Baras, Rizal**

WITNESS MY HAND AND SEAL this MAR 02 2022 day of _____ at Angono, Rizal Capitol, Antipolo City.

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Page No. 3
Book No. 4
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ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
A6m. Matter 19-006
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal
IBP L. Felina Member No. 016632 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MS. MA. PERLA C. TABLANTE
PEARLCAST CONSTRUCTION AND TRADING
Quezon City

Dear MS. Tablante,

The attached Contract Agreement having been approved, notice is hereby given to **PEARLCAST CONSTRUCTION AND TRADING** that work may proceed on the *Concreting of Bayani Ferrera Road, Sitio Inalsan, Brgy. San Jose, Haras, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

3-4-2022

Authorized Signature
Name of the Representative of the Bidder

MA. PERLA C. TABLANTE

CONTRACT AGREEMENT ¹²

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipola City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

PEARLCAST CONSTRUCTION AND TRADING, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Quezon City, and herein represented by its Proprietor/President/General Manager, PERLA TABLANTE, of legal age, Filipino citizen, single/married, resident of Quezon City, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No* 37, s. 2021 namely:

Concreting of Bayani Ferrera Road, Sitio Inalagan, Brgy. San Jose, Baras, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Million Eight Hundred Ninety-Five Thousand One Hundred Ninety Pesos & 15/100 (P 5,895,190.15), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within One Hundred Forty (140) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payments to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Million Eight Hundred Ninety-Five Thousand One Hundred Ninety Pesos & 15/100 (P 5,895,190.15), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 12

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS ~~One Million Seven Hundred Sixty-Eight Thousand Five Hundred Fifty-Seven Pesos & 05/100~~ (P1,768,557.05) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 12

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of _____ at Antipolo City.


PEARLCAST CONSTRUCTION AND TRADING
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: 
PERLA TABLANTE
Proprietor/Manager/President

By: 
REBECCA A. YNARES
Governor


LOLITA B. DE GUZMAN

WITNESSES


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>PERLA TABLANTE</u>	TIN NO. 301-920-428	_____	_____


All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Concreting of Bayani Ferrer Road, Sitio Inalsan, Brgy. San Jose, Baras, Rizal

WITNESS MY HAND AND SEAL this _____ day of _____, at Angono, Rizal Provincial Capitol, Antipolo City.

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ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardera
in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-025
Roll of Attorneys No. 59250



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. VICTORIANO L. ADA
THREE W BUILDERS, INC
Las Piñas City

Dear Mr. Ada:

The attached Contract Agreement having been approved, notice is hereby given to **THREE W BUILDERS, INC.** that work may proceed on the *Const. of Stone Masonry for Side Protection of creek at NIA Road, Brgy. Evangelista, Baras, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on.

Authorized Signature:
Name of the Representative of the Bidder

3.4.2022

VICTORIANO L. ADA

CONTRACT AGREEMENT 13

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

THREE W BUILDERS, INC., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Las Pines, City, and herein represented by its Proprietor/President/General Manager, VICTORIANO ADA, of legal age, Filipino citizen, single/married, resident of Las Pines, City, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

Construction of Stone Masonry for Side Protection of Creek at NIA Road, Brgy. Evangelista, Baras, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Thirty-One Million Eight Hundred Thousand Three Hundred Nineteen Pesos & 85/100 (P 31,800,319.85), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Two Hundred Forty (240) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Thirty-One Million Eight Hundred Thousand Three Hundred Nineteen Pesos & 85/100 (P 31,800,319.85), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; B

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Million Five Hundred Forty Thousand Ninety-Five Pesos & 96/100 (P 9,540,095.96) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 13

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 11th day of August at Antipolo City.

THREE W BUILDERS, INC.

Entity/Firm/Corporation

By:

VICTORIANO ADA

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES

Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>VICTORIANO ADA</u>	<u>TIN NO. 414-753-000</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Construction of Stone Masonry for Side Protection of Creek at NIA Road, Brgy. Evangelista, Baras, Rizal

WITNESS MY HAND AND SEAL this 11th day of August, at Angono, Rizal Provincial Capitol, Antipolo City

Doc No. 44
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Series 20 22

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 20, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal
IBP Lifetime Member No. 016632 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MS. BEVERLY S. MATEO
M J BEVANT CORPORATION
Morong, Rizal

Dear Ms. Mateo:

The attached Contract Agreement having been approved, notice is hereby given to **MJ BEVANT CORPORATION** that work may proceed on the *Rehabilitation / Construction of Stone Masonry for Side Protection (portion) of Barus River along Brgy. San Juan and Brgy. San Jose, Barus, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on

03. 4. 2022

Authorized Signature

Name of the Representative of the Bidder.

BEVERLY S. MATEO

CONTRACT AGREEMENT 14

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

M.J. BEVANT CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal, and herein represented by its Proprietor/President/General Manager, MARIO MATEO, of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

Rehabilitation/Construction of Stone Masonry for Side Protection (portion) of Beras River along Brgy. San Juan and Brgy. San Jose, Beras, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Eleven Million Three Hundred Ninety-Four Thousand Eleven Pesos & 40/100 (P 11,394,011.40), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within One Hundred Eighty (180) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eleven Million Three Hundred Ninety-Four Thousand Eleven Pesos & 40/100 (P 11,394,011.40), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 14

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Million Four Hundred Eighteen Thousand Two Hundred Three Pesos & 42/100 (P 3,418,203.42) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 14

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 11th day of Aug at Antipolo City.

M.J. BEVANT CORPORATION
Entity/Firm/Corporation
By: MARIO MATEO
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT
By: REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>MARIO MATEO</u>	<u>007-352-154</u>		

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Rehabilitation/Construction of Stone Masonry for Side Protection (portion) of Bares River along Brgy. San Juan and Brgy. San Jose, Baras, Rizal

WITNESS MY HAND AND SEAL, this 11th day of Aug at Rizal Provincial Capitol, Antipolo City

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Book No. 4
Series 20 22

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
NOTARY PUBLIC
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 65250
PTR No. 17132074 / January 3, 2022 / Rizal
(SB Licensure Member No. 016632 / Rizal)



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. LAURO A. UBIADAS
KIT UBIADAS CONSTRUCTION CORP.
Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the *Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Village East Executive Homes, Sto. Domingo, Cainta, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

3.4.2022

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A. UBIADAS

CONTRACT AGREEMENT 15

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

KIT UBIADAS CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binengonan, Rizal, and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS, of legal age, Filipino citizen, single/married, resident of Binengonan, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Village East Executive Homes, Sto. Domingo, Cainta, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Nine Hundred Seventy-Seven Thousand Two Hundred Fifty-Seven Pesos & 96/100 (P 977,257.96), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Sixty-Six (66) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Hundred Seventy-Seven Thousand Two Hundred Fifty-Seven Pesos & 96/100 (P 977,257.96), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 15

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Ninety-Three Thousand One Hundred Seventy-Seven Pesos & 39/100 (P293,177.39) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto; The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 02 2022 day of _____ at Antipolo City.

KIT UBIADAS CONSTRUCTION CORPORATION
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
LAURO M. UBIADAS
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
LOLITA B. DE GUZMAN

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>LAURO M. UBIADAS</u>	<u>TIN NO. 008-410-689</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Village East Executive Homes, Sto. Domingo, Cainta, Rizal

WITNESS MY HAND AND SEAL this MAR 02 2022 day of _____, at Angono, Rizal Capitol, Antipolo City.

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ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the **NOTAS VIRIBIC RIZAL**
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-008
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal
ISP Lifetime Member No. 016632 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. CECIL P. FRANCISCO
CPF CONSTRUCTION
Cardona, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to **CPF CONSTRUCTION** that work may proceed on the *Repair/Repainting of Ynares Multi-Purpose Covered Court, Brgy. Sampad, Cardona, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:
Name of the Representative of the Bidder:

2.4.2022

MR. CECIL P. FRANCISCO

CONTRACT AGREEMENT 16

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

C.P.F. CONSTRUCTION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Cardona, Rizal, and herein represented by its Proprietor/President/General Manager, CECIL FRANCISCO, of legal age, Filipino citizen, single/married, resident of Cardona, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Patalawigan Ordinance No. 37, s. 2021* namely:

Repair/Repainting of Ynares Multi-Purpose Covered Court, Brgy. Samped, Cardona, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Sixty-Nine Thousand Seven Hundred Fifty-Three Pesos & 08/100 (P 3,069,753.08), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Ninety-Two (92) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Confirmation thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Sixty-Nine Thousand Seven Hundred Fifty-Three Pesos & 08/100 (P 3,069,753.08), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 16

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Hundred Twenty Thousand Nine Hundred Twenty-Five Pesos & 92/100 (P 920,925.92) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 16

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 11.02.2022 day of _____ at Antipolo City.

C.P.F. CONSTRUCTION
Entity/Firm/Corporation
By: [Signature]
CECIL FRANCISCO
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY, Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, Angono, Rizal, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>CECIL FRANCISCO</u>	<u>TIN NO. 124-335-980</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting of Ynares Multi-Purpose Covered Court, Brgy. Samped, Cardona, Rizal

WITNESS MY HAND AND SEAL this 11.02.2022 day of _____, at Rizal Provincial Capitol, Angono, Rizal, Antipolo City.

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Book No. 4
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[Signature]
ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 69250
RPR No. 17-2024, January 3, 2022 (Rizal)



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MS. LAURA L. MARRON
L.L. MARRON CONSTRUCTION & TRADING
Bmangonan, Rizal


Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to **L.L. MARRON CONSTRUCTION & TRADING** that work may proceed on the *Construction of Roadway Lightings, Bryg. Lubo, Jatajula, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on.

Authorized Signature:
Name of the Representative of the Bidder

3 + 7 cr

LAURA L. MARRON

CONTRACT AGREEMENT 17

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St, Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

L.L. MARRON CONSTRUCTION AND TRADING a proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, LAURA L. MARRON of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuant of the *Songgumang Parlaturigan Ordinance No. 37, s. 2021* namely:

Construction of Roadway Lightings, Brgy. Lubo, Jala-Jala, Rizal

WHEREAS, the **CONTRACTOR**, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the **Lowest Calculated Responsive Bid** in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Ninety-Four Thousand Eight Hundred Twenty Pesos & 78/100 (P 1,094,820.78), Philippine Currency.


NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the **PROVINCE** to the **CONTRACTOR**, the latter hereby covenants with the **PROVINCE** to construct and complete the infrastructure works subject of this Agreement in conformity with the provisions of the Contract;

3. The **PROVINCE** hereby covenants to pay the **CONTRACTOR** the amount of PESOS One Million Ninety-Four Thousand Eight Hundred Twenty Pesos & 78/100 (P 1,094,820.78), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Twenty-Eight Thousand Four Hundred Forty-Six Pesos & 23/100 (P 328,446.23) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;


6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;


8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:


"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR; 

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 14th day of August 2022 at Antipolo City.

L.L. MARRON CONSTRUCTION AND TRADING
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:


LAURA L. MARRON

Proprietor/Manager/President

By:


REBECCA A. YNARES
Governor

WITNESSES


LOLITA B. DE GUZMAN


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2022	Manila
<u>LAURA L. MARRON</u>	<u>TIN NO. 236-059-376</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Roadway Lightings, Brgy. Lubo, Jalajala, Rizal

WITNESS MY HAND AND SEAL this 14th day of August 2022 at Angono, Rizal, Antipolo City.

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ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 69253
PTR No. 17132374 / January 3, 2022 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. DARRYL JEL L. ROBLES
DJI. ROBLES BUILDERS
Morong, Rizal

Dear Mr. Robles,

The attached Contract Agreement having been approved, notice is hereby given to **DJI ROBLES BUILDERS** that work may proceed on the *Const. of Welcome Arc/Repair of Vnares School Bldg. at Brgy. 3rd District and Brgy. Sipsipin, Jalajala, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. VNARES
Governor

I acknowledge receipt of this Notice on:

2-4-2022

Authorized Signature:

Name of the Representative of the Bidder:

DARRYL JEL L. ROBLES

CONTRACT AGREEMENT 15

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**, and

DJL ROBLES BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal, and herein represented by its Proprietor/President/General Manager, DARRYL JEL L. ROBLES, of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely,

Construction of Welcome Acc/Repair of Ynares School Building at Brgy. 3rd District and Brgy. Sipsipin, Jelajala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Forty-Nine Thousand Six Hundred Fifty-Four Pesos & 34/100 (P 1,049,654.34), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Forty-Nine Thousand Six Hundred Fifty-Four Pesos & 34/100 (P 1,049,654.34), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 156

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Fourteen Thousand Eight Hundred Ninety-Six Pesos & 30/100 (P 314,896.30) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws.

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR; 157

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon. 158

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

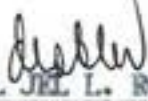
Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereto signed this Agreement this 11 02 2028 day of _____ at Antipolo City.

WJL ROBLES BUILDERS
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: 
DARRYL JEL L. ROBLES
Proprietor/Manager/President

By: 
REBECCA A. YNARES
Governor

WITNESSES


LOLITA B. DE GUZMAN


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (Angono, Rizal) S.S

BEFORE ME, a Notary Public for and in Antipolo City, Rizal personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>DARRYL JEL L. ROBLES</u>	<u>TIN NO. 275-917-817</u>		


All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Welcome Arc/Repair of Ynares School Building at Brgy. 2nd District and Brgy. Sipsipin, Jalajala, Rizal

WITNESS MY HAND AND SEAL, this _____ day of _____, at Angono, Rizal Capitol, Antipolo City.

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ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binasagan & Candoca
all in the PROVINCE OF RIZAL
Extended until June 30, 2027
(by virtue of A.M. 3795, September 29, 2021)
Adm. Matter 18-006
Roll of Attorneys No. 80250

Darryl



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. JOSELITO A. PILLAS
JEDBPIL ENTERPRISES
Jalajala, Rizal

Dear Mr. Pillas

The attached Contract Agreement having been approved, notice is hereby given to **JEDBPIL ENTERPRISES** that work may proceed on the *Concreting of Road at Campa Street Purok 6 Hrgy. Bayugo, Jalajala, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3.4.2022

JOSELITO A. PILLAS

CONTRACT AGREEMENT 19

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

JEDBPIL ENTERPRISES, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at JalaJala, Rizal, and herein represented by its Proprietor/President/General Manager, JOSELITO A. PILLAS, of legal age, Filipino citizen, single/married, resident of JalaJala, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Pantalapwigan Ordinance No. 37, s. 2021* ... namely:

Concreting of Road at Caspo Street Purok 6 Brgy. Bayugo, JalaJala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Seven Hundred Fifty-Five Thousand Eight Hundred Eighty-Two Pesos & 12/100 (P1,755,882.12), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Seven Hundred Fifty-Five Thousand Eight Hundred Eighty-Two Pesos & 12/100 (P1,755,882.12), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

* 2 *

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Twenty-Six Thousand Seven Hundred Sixty-Four Pesos & 64/100 (P 526,764.64) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 19

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 5 day of August at Antipolo City.

JEDPIL ENTERPRISES

Entity/Firm/Corporation

By:

JOSELITO A. PILLAS

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES

Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY, Bayugo, Rizal) S.S.

BEFORE ME, a Notary Public for and in Antipolo City personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
<u>HON. REBECCA A. YNARES</u>	Passport No P8239281A	August 5, 2028	Manila
<u>JOSELITO A. PILLAS</u>	<u>TIN NO. 904-910-601</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Concreting of Road at Campo Street Purok 6 Brgy. Bayugo, JalaJala, Rizal

WITNESS MY HAND AND SEAL this 5 day of August, 2022, at Rizal Provincial Capitol, Antipolo City

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Book No 4
Series 20 28

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Ancono, Binangonan & Cardona
NOTARY PUBLIC
Extended until June 30, 2022
(by virtue of B.M. 3795 September 26, 2021)
Adm. Malte 12-105
Roll of Attorneys No. 59251
PTR No. 17132074 / January 3, 2022 / Rizal
2P License Member No. 916632 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. GIL B. VILLONES
JILL CONSTRUCTION AND TRADING
Antipolo City

Dear Mr. Villones:

The attached Contract Agreement having been approved, notice is hereby given to **JILL CONSTRUCTION AND TRADING** that work may proceed on the *Const. of 3 Scater Comfort Room at Ynares Multi-Purpose Covered Court, Brgy. San Jose, Marang, Rizal* effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

3-4-2022

Authorized Signature:

Name of the Representative of the Bidder:


GIL B. VILLONES

CONTRACT AGREEMENT ²⁰

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

JILL CONSTRUCTION AND TRADING, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, GIL VILLONES, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuance of the *Sangguniang Pambalawigan Ordinance No. 37, s. 2021* namely:

Construction of 3-seater Comfort Room at Ynares Multi-Purpose Covered Court, Brgy. San Jose, Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Eight Hundred Seventeen Thousand Two Hundred Seven Pesos & 34/100 (P 817,207.34), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Fifty (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Hundred Seventeen Thousand Two Hundred Seven Pesos & 34/100 (P 817,207.34), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 20

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Forty-Five Thousand One Hundred Sixty-Two Pesos & 20/100 (P 245,162.20) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 20

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 02 2022 day of _____ at Antipolo City.

JILL CONSTRUCTION AND TRADING
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
GIL VILLONES
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
LOLITA B. DE GUZMAN

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>GIL VILLONES</u>			

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of 3-seater Comfort Room at Ynares Multi-Purpose Covered Court, Brgy. San Jose, Morong, Rizal

WITNESS MY HAND AND SEAL, this MAR 02 2022 day of _____, at Angono, Rizal Provincial Capitol, Antipolo City.

Doc No. 32
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Book No. 4
Series 20 22

[Signature]
ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 29, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 69250



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. SIDNEY. B. SORIANO
S.B. SORIANO CONSTRUCTION
Morong, Rizal

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to **S.B. SORIANO CONSTRUCTION** that work may proceed on the
Construction of Evacuation Center at Market Road, Brgy. Bagumbayan, Pililla, Rizal
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YAHES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:
Name of the Representative of the Bidder

3.4.2022

SIDNEY. B. SORIANO

CONTRACT AGREEMENT 21

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

S.B. SORIANO CONSTRUCTION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal, and herein represented by its Proprietor/President/General Manager, SIDNEY SORIANO, of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

Construction of Evacuation Center at Market Road, Brgy. Bagumbayan, Pililla, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Fourteen Million Nine Hundred Twenty-Five Thousand Six Hundred Ninety-Seven Pesos & 25/100 (P 14,925,697.25), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Two Hundred Fifty (250) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Fourteen Million Nine Hundred Twenty-Five Thousand Six Hundred Ninety-Seven Pesos & 25/100 (P 14,925,697.25), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 24

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Million Four Hundred Seventy-Seven Thousand Seven Hundred Nine Pesos & 18/100 (P4,477,709.18) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR; 25

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

21

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 02 2022 day of _____ at Antipolo City.

S. B. SORIANO CONSTRUCTION
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

By:

SIDNEY SORIANO
Proprietor/Manager/President

REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal Antipolo City, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>SIDNEY SORIANO</u>	TIN NO. 233-687-269		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Evacuation Center at Market Road, Brgy. Bagumbayan, Pililla, Rizal

WITNESS MY HAND AND SEAL this MAR 02 2022 day of _____ at Angono, Rizal Capitol, Antipolo City.

Doc No. 26
Page No. 3
Book No. 4
Series 20 22

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC

for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL

Extended until June 30, 2022

(by virtue of B.M. 3795, September 28, 2021)



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. FERNANDO L. ARADA
FLAG CONSTRUCTION CORPORATION
Binangonan, Rizal

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to **FLAG CONSTRUCTION CORPORATION** that work may proceed on the *Construction of Roadway Lightings at Brgy. Bagumbayan and Brgy. Halayhayin, Pililla, Rizal* effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. VNARES
Governor

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

3.4.22

FERNANDO L. ARADA

CONTRACT AGREEMENT

22

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

FLAG CONSTRUCTION CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, FERNANDO ARADA, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

Construction of Roadway Lightings at Brgy. Bagumbayan and Brgy. Halseybayin, Pililla, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Eighteen Million Two Hundred Ninety-Three Thousand Eight Hundred Sixty-Seven Pesos & 94/100 (P 18,293,867.94), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within One Hundred Sixty (160) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract.

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eighteen Million Two Hundred Ninety-Three Thousand Eight Hundred Sixty-Seven Pesos & 94/100 (P 18,293,867.94), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract: 22

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Million Four Hundred Eighty-Eight Thousand One Hundred Sixty Pesos & 38/100 (P 5,488,160.38) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period.

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereto signed this Agreement this 02 day of August 2022 at Antipolo City.

FLAG CONSTRUCTION CORPORATION
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

FERNANDO ARADA
Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2022	Manila
<u>FERNANDO ARADA</u>	<u>TIN NO. 007-885-673</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Roadway Lightings at Brgy. Bagumbayan and Brgy. Halayhayin, Piliña, Rizal

WITNESS MY HAND AND SEAL this 02 day of August, 2022 at Antipolo Provincial Capitol, Antipolo City.

Doc No. 38
Page No. 9
Book No. 4
Series 2022

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
NOTARY PUBLIC
Extended until June 30, 2022
(by virtue of B.M. 3795, September 29, 2021)
Adm. Matter 19-005
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / RPL
IOP Life member No. 016532 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. GIL B. VILLONES
JLL CONSTRUCTION AND TRADING
Antipolo City



Dear Mr. Villones,

The attached Contract Agreement having been approved, notice is hereby given to **JLL CONSTRUCTION AND TRADING** that work may proceed on the *Concreting of Road (Portion) at Delos Santos Compound, Brgy. Malaya, Pililla, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,


REBECCA A. YNARES
Governor 

I acknowledge receipt of this Notice on:

3.4.2022

Authorized Signature:

Name of the Representative of the Bidder:


GIL B. VILLONES

CONTRACT AGREEMENT ²³

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

JEL CONSTRUCTION AND TRADING, a sole proprietorship private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binengonen, Rizal, and herein represented by its Proprietor/President/General Manager, GIL VILLONES, of legal age, Filipino citizen, single/married, resident of Binengonen, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Pambatawigan Ordinance No. 37, s. 2021* namely:

Concreting of Road (portion) of Delos Santos Compound, Brgy. Malaya, Pililla, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Hundred Fifty Thousand One Hundred Nine Pesos & 93/100 (P 550,109.93), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Hundred Fifty Thousand One Hundred Nine Pesos & 93/100 (P 550,109.93), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 23

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Sixty-Five Thousand Thirty-Two
Pesos & 98/100 (P 165,032.98)
Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

* 3 *

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 23

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have herunto signed this Agreement this MAR 02 2022 day of _____ at Antipolo City.

JILL CONSTRUCTION AND TRADING

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:


GIL VILLONES

Proprietor/Manager/President

By:


REBECCA A. YNARES
Governor

WITNESSES


LOLITA B. DE GUZMAN


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY, Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No P8239281A	August 5, 2028	Manila
<u>GIL VILLONES</u>			


All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Concreting of Road (portion) at Delos Santos Compound, Brgy. Melaña, Pililla, Rizal

WITNESS MY HAND AND SEAL this MAR 02 2022 day of _____, at Angono, Rizal Provincial Capitol, Antipolo City.

Doc No. 25
Page No. 6
Book No. 4
Series 2022


ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. GERALD KENN SJ. BILOG
GKB BUILDERS
Morong, Rizal

Dear Mr. Bilog,

The attached Contract Agreement having been approved, notice is hereby given to **GKB BUILDERS** that work may proceed on the *Concreting of Calasiao Feeder Road (Portion), Brgy. Bagumbayan, Pililla, Rizal* effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

3-4-2022

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONTRACT AGREEMENT 24

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Olivares St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

GKB BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal, and herein represented by its Proprietor/President/General Manager, **GERALD KENN S.J. BILOG**, of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Pantalarviigan Ordinance No. 37, s. 2021* namely:

Concreteing of Calasiao Feeder Road (portion), Brgy. Bagumbayan, Pililla, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Nine Hundred Fifty-Three Thousand Two Hundred Seven Pesos & 61/100 (P 1,953,207.61), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Nine Hundred Fifty-Three Thousand Two Hundred Seven Pesos & 61/100 (P 1,953,207.61), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 20f

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Eighty-Five Thousand Nine Hundred Sixty-Two Pesos & 28/100 (P 585,962.28) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement; K

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 24

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 11.02.2022 day of _____ at Antipolo City.

GKB BUILDERS
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

GERALD KENN S.J. BILOG
Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2022	Manila
<u>GERALD KENN S.J. BILOG</u>	<u>TIN NO. 196-519-323</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: **Concreting of Calasiao Feeder Road (portion), Brgy. Bagumbayan, Pililla, Rizal**

WITNESS MY HAND AND SEAL this 11.02.2022 day of _____, at Antipolo Provincial Capitol, Antipolo City.

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Page No. 10
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ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
Province of RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 23, 2021)
Adm. Matter 19-002
Roll of Attorneys No. 65250
PTR No. 17432074 / January 3, 2022 / Recd
ICP License Number No. 016632 / RPL



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. ARVIN JUREL B. CORTEZ
CORTEZ SANTOS CONSTRUCTION & SUPPLY CORP.
San Mateo, Rizal

Dear Mr. Cortez:

The attached Contract Agreement having been approved, notice is hereby given to **CORTEZ SANTOS CONSTRUCTION & SUPPLY CORP.** that work may proceed on the *Repair / Repainting of Ynares Multi-Purpose Building at Brgy. Guitnang Bayan 1, San Mateo, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

3-4-2022

Authorized Signature:

Name of the Representative of the Bidder:

ARVIN JUREL B. CORTEZ

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

CORTEZ SANTOS CONSTRUCTION & SUPPLY CORP., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at San Mateo, Rizal, and herein represented by its Proprietor/President/General Manager, ARVIN JUREL BUCO CORTEZ, of legal age, Filipino citizen, single/married, resident of San Mateo, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

Repair/Repainting of Ynares Multi-Purpose Building at Brgy. Gritnang Bayan I, San Mateo, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Hundred Twenty Thousand Five Hundred Eighty-Eighty-Nine Pesos & 48/100 (P 520,589.48), Philippine Currency.


NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Forty-Eight (48) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Hundred Twenty Thousand Five Hundred Eighty-Nine Pesos & 48/100 (P 520,589.48), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 


5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Fifty-Six Thousand One Hundred Seventy-Six Pesos & 84/100 (P 156,176.84) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;


8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:


"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances." 


9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of _____ at Antipolo City.

CORTEZ SANTOS CONSTRUCTION & SUPPLY CORP.

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:



ARVIN JUREL BUDO CORTEZ

Proprietor/Manager/President

By:



REBECCA A. YNARES

Governor

WITNESSES


LOLITA B. DE GUZMAN


M.A. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2018	Manila
ARVIN JUREL BUDO CORTEZ	TIN NO. 254-234-000		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting of Ynares Multi-Purpose Building at Brgy. Quinsang, Bayan I, San Mateo, Rizal

WITNESS MY HAND AND SEAL, this _____ day of _____, at ~~Rizal~~ **Antipolo** Provincial Capitol, Antipolo City.

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Page No. 12
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Series 20 22


ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC

for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL

Extended until June 30, 2021
(by virtue of B.M. 3795, September 11, 2021)
Adm. Matter 19-005

Roll of Attorneys No. 69253
PTR No. 17-32074 / January 3, 2010 / E-1



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. ARVIN JUREL B. CORTEZ
CORTEZ SANTOS CONSTRUCTION & SUPPLY CORP.
San Mateo, Rizal

Dear Mr. Cortez:

The attached Contract Agreement having been approved, notice is hereby given to **CORTEZ SANTOS CONSTRUCTION & SUPPLY CORP.** that work may proceed on the *Repair/Repairing Of Ynates Multi-Purpose Covered Court At Sunnyville 4.Brgy. Ampid I, San Mateo, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,


REBECCA A. YNATES
Governor 

I acknowledge receipt of this Notice on:

3 4 2022

Authorized Signature:



Name of the Representative of the Bidder:

ARVIN JUREL B. CORTEZ

CONTRACT AGREEMENT ²⁶

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

CORTEZ SANTOS CONSTRUCTION & SUPPLY CORP., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at San Mateo, Rizal, and herein represented by its Proprietor/President/General Manager, ARVIN JUREL BUCO CORTEZ, of legal age, Filipino citizen, single/married, resident of San Mateo, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Pantatawisan Ordinance No. 37, s. 2021* namely:

Repair/Repainting of Ynares Multi-Purpose Covered Court at Sunnyville 4, Brgy. Anpid I, San Mateo, Rizal

WHEREAS, the **CONTRACTOR**, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million One Hundred Sixty-Seven Thousand Two Hundred Ninety-Seven Pesos & 24/100 (P 1,167,297.24), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Forty-Five (45) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the **PROVINCE** to the **CONTRACTOR**, the latter hereby covenants with the **PROVINCE** to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The **PROVINCE** hereby covenants to pay the **CONTRACTOR** the amount of PESOS One Million One Hundred Sixty-Seven Thousand Two Hundred Ninety-Seven Pesos & 24/100 (P 1,167,297.24), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

* 2 *

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Fifty Thousand One Hundred Eighty-Nine Pesos & 17/100 (P 350,189.17) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

26

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of _____ at Antipolo City.

CORTEZ BAYROS CONSTRUCTION & SUPPLY CORP.
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

ARVIN JURIL BACO CORTEZ
Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No P8239281A	August 5, 2028	Manila
<u>ARVIN JURIL BACO CORTEZ</u>	<u>TIN NO. 254-234-000</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting of Ynares Multi-Purpose Covered Court at Sunnyville 4, Brgy. Ampid I, San Mateo, Rizal

WITNESS MY HAND AND SEAL this _____ day of _____, at Angono, Rizal Provincial Capitol, Antipolo City.

Doc No. 50
Page No. 11
Book No. 4
Series 2022

ATTY. ANNAMARIE L. SANTOS
NOTARY PUBLIC
for Angono, Bisanongan & Cardona
in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021
Adm. Matter 19-006
Roll of Attorneys No. 69253
TS No. 17132074 / January 3, 2022 / Rn
JL License Member No. 010592 / Rn



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

ENGR. PORFIRIO P. MINA
JRD-D2 ENTERPRISES
Tanay, Rizal


Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to **JRD-D2 ENTERPRISES** that work may proceed on the
Improvement of 2 Storey Ynares Multi-Purpose Bldg. (HOA Office)
at Bankers Village 5 Phase 9-1, Brgy. Guinang Bayan 1, San Mateo, Rizal
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:
Name of the Representative of the Bidder:


PORFIRIO P. MINA

01/27/2022 # 27

CONTRACT AGREEMENT 27

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Olivares St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

JRD-D² ENTERPRISES, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Tanay, Rizal and herein represented by its Proprietor/President/General Manager, PORFIRIO MINA, of legal age, Filipino citizen, single/married, resident of Tanay, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

Improvement of 2-storey Ynares Multi-Purpose Building (HDA Office) at Bankers Village 5 Phase 9-1, Brgy. Guinang Bayen I, San Mateo, Rizal

WHEREAS, the **CONTRACTOR**, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Two Hundred Ninety-Eight Thousand Nine Hundred Thirty-Six Pesos & 11/100 (P 1,298,936.11), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Seventy-Six (76) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the **PROVINCE** to the **CONTRACTOR**, the latter hereby covenants with the **PROVINCE** to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract.

3. The **PROVINCE** hereby covenants to pay the **CONTRACTOR** the amount of PESOS One Million Two Hundred Ninety-Eight Thousand Nine Hundred Thirty-Six Pesos & 11/100 (P 1,298,936.11), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 27

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Eighty-Nine Thousand Six Hundred Eighty Pesos & 83/100 (P 389,680.83)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE; 28

11. That the PROVINCE shall have no EMPLOYER-EMPLOYED RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be


referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 27

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 02 day of August 2022 at Antipolo City.

JRD-D² ENTERPRISES
Entity/Firm/Corporation
By: 
PORFIRIO MINA
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT
By: 
REBECCA A. YNARES
Governor


LOLITA B. DE GUZMAN

WITNESSES


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY, Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2022	Manila
<u>PORFIRIO MINA</u>	<u>TIN NO. 154-422-889</u>		


All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entry that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Improvement of 2-storey Ynares Multi-Purpose Building (HOA Office) at Bankers Village 5 Phase 9-1, Brgy. Guitnang Baysan I, San Mateo, Rizal

WITNESS MY HAND AND SEAL this 02 day of August 2022, at Angono, Rizal Capitol, Antipolo City.

Doc No. 46
Page No. 1
Book No. 4
Series 20 22


ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
NOTARY PUBLIC
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal
IBP Lifetime Member No. 016632 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. CESAR SAN ANDRES LACUNA
CSL CONSTRUCTION, INC.
Pasig City

Dear Mr. Lacuna

The attached Contract Agreement having been approved, notice is hereby given to **CSL CONSTRUCTION, INC.** that work may proceed on the
Concreting of Road along Horseshoe Drive, Brgy. Sto. Niño, San Mateo, Rizal
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YYARES
Governor

I acknowledge receipt of this Notice on:

3-4-2022

Authorized Signature:

Name of the Representative of the Bidder:

CESAR SAN ANDRES LACUNA

CONTRACT AGREEMENT 28

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

CSL CONSTRUCTION, INC., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pasig City, and herein represented by its Proprietor/President/General Manager, CESAR S. LACUNA of legal age, Filipino citizen, single/married, resident of Pasig City, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Pambatawigan Ordinance No. 37, s. 2021* namely:

Concreting of Road along Horseshoe Drive, Brgy. Sto. Nino, San Mateo, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Four Hundred Twenty-Eight Thousand Three Hundred Forty-Six Pesos & 60/100 (P 2,428,346.60), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within One Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payments to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract.

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Four Hundred Twenty-Eight Thousand Three Hundred Forty-Six Pesos & 60/100 (P 2,428,346.60), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Twenty-Eight Thousand Five Hundred Three Pesos & 98/100 (P 728,503.98) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

26

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of _____ at Antipolo City.

GSL CONSTRUCTION, INC.

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

[Signature]

CESAR S. LACUNA

Proprietor/Manager/President

By:

[Signature]

REBECCA A. YNARES

Governor

WITNESSES

[Signature]
LOLITA B. DE GUZMAN

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY, Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>CESAR S. LACUNA</u>	<u>TIN NO. 284-041-000</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for.

Concreting of Road along Horseshoe Drive, Brgy. Sto. Nino, San Mateo, Rizal

WITNESS MY HAND AND SEAL this _____ day of _____ at Angono, Rizal Capitol, Antipolo City.

Doc No. 49
Page No. 11
Book No. 4
Series 20-22

[Signature]
ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
NOTARY PUBLIC OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3755, September 23, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 59250
PTR No. 17-32074 / January 3, 2022 / Rizal
ICP License No. 015032 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

ENGR. RENATO C. VILLAROMAN
LARD BUILDERS
Baras, Rizal

Dear Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to **LARD BUILDERS** that work may proceed on the
*Improvement of 17.0 x 30.0 Ynares Multi-Purpose Covered Court
at Sitio Agoho Brgy. Sumpaloc, Tanay, Rizal*
effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on

4-MAR-2022

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C. VILLAROMAN

CONTRACT AGREEMENT ²⁹

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveras St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

LARD BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Beres, Rizal, and herein represented by its Proprietor/President/General Manager, RENATO VILLARMAN, of legal age, Filipino citizen, single/married, resident of Beres, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

Improvement of 17.0 x 30.0 Ynares Multi-Purpose Covered Court at Sitio Aguho, Brgy. Sampaloc, Tasey, Rizal

WHEREAS, the **CONTRACTOR**, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Four Hundred Five Thousand Two Hundred Twenty-Two Pesos & 04/100 (P 1,405,222.04). Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Fifty-Four (54) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the **PROVINCE** to the **CONTRACTOR**, the latter hereby covenants with the **PROVINCE** to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The **PROVINCE** hereby covenants to pay the **CONTRACTOR** the amount of PESOS One Million Four Hundred Five Thousand Two Hundred Twenty-Two Pesos & 04/100 (P 1,405,222.04), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract,

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Twenty-One Thousand Five Hundred Sixty-Six Pesos & 61/100 (P 421,566.61)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto; The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 29

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 02 2022 day of _____ at Antipolo City.

LARD BUILDERS
Entity/Firm/Corporation
By: RENATO VILLAROMAN
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT
By: REBECCA A. YNARES
Governor

LOLITA B. DE GUZMAN

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No P8239281A	August 5, 2028	Manila
<u>RENATO VILLAROMAN</u>	<u>TIN NO. 119-041-448</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Improvement of 17.0 x 30.0 Ynares Multi-Purpose Covered Court at Sitio Aguho, Brgy. Sampaloc, Tanay, Rizal

WITNESS MY HAND AND SEAL this MAR 02 2022 day of _____, at Rizal Provincial Capitol, Antipolo City.

Doc No. 13
Page No. 1a
Book No. 4
Series 20 22

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 85250
RTS No. 1513074, L. No. 19-006, 2022-10-11



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. EDWIN G. FRANCISCO
EGF ENTERPRISES AND CONSTRUCTION
Teresa, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to **EGF ENTERPRISES AND CONSTRUCTION** that work may proceed on the *Repair / Repainting of 25 x 36m Ynares Multi-Purpose Covered Court at Brgy. Sampaloc, Tanay, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule

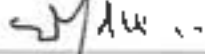
Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,


REBECCA A. YNARES
Governor 

I acknowledge receipt of this Notice on

Authorized Signature:
Name of the Representative of the Bidder

3-4-2022

EDWIN G. FRANCISCO

CONTRACT AGREEMENT ³⁰

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

EGF ENTERPRISES AND CONSTRUCTION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Tugross, Rizal, and herein represented by its Proprietor/President/General Manager, **EDWIN G. FRANCISCO**, of legal age, Filipino citizen, single/married, resident of Tugross, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. 37, s. 2021* namely:

Repair/Repainting of 25x36m Ynares Multi-Purpose Covered Court at Brgy. Sampaloc, Tugos, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Five Hundred Sixty-Two Thousand Three Hundred Ten Pesos & 13/100 (P 2,562,310.13), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Eighty-Four (84) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Five Hundred Sixty-Two Thousand Three Hundred Ten Pesos & 13/100 (P 2,562,310.13), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 30

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Sixty-Eight Thousand Six Hundred Ninety-Three Pesos & 04/100 (P 768,693.04) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. (Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR; 40

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time. failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 30

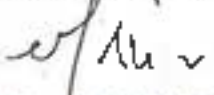
Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 11th day of Aug 2022 at Antipolo City.

EGF ENTERPRISES AND CONSTRUCTION
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: 
EDWIN G. FRANCISCO
Proprietor/Manager/President

By: 
REBECCA A. YNARES
Governor Sr


LOLITA B. DE GUZMAN

WITNESSES


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No P8239281A	August 5, 2022	Manila
<u>EDWIN G. FRANCISCO</u>	<u>TIN.NO. 133-189-386</u>		


All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting of 25x36m Ynares Multi-Purpose Covered Court at Brgy. Sampaloc, Tanay, Rizal

WITNESS MY HAND AND SEAL this 11th day of Aug 2022 at Angono Provincial Capitol, Antipolo City.

Doc No. 34
Page No. 9
Book No. 4
Series 20 22


ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
NOTARY PUBLIC OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 89250
PTR No. 17132074 / January 3, 2022 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

ENGR. RENATO C. VILLAROMAN
LARD BUILDERS
Baras, Rizal

Dear Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to **LARD BUILDERS** that work may proceed on the
Concreting of Various Roads at Southville 10 Area, Brgy. Plaza Aldea Tanay, Rizal
effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,


REBECCA A. YNARES
Governor 

I acknowledge receipt of this Notice on:

03.09.2022

Authorized Signature:

Name of the Representative of the Bidder:


RENATOC VILLAROMAN

CONTRACT AGREEMENT 31

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

LARD BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Borac, Rizal, and herein represented by its Proprietor/President/General Manager, RENATO VILLAROMAN, of legal age, Filipino citizen, single/married, resident of Borac, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Pambalawigan Ordinance No. 37, s. 2021* namely:

Concreting of Various Roads at Southville 10 Area, Brgy. Plaza Aldes Tenoy, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the **Lowest Calculated Responsive Bid** in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Six Hundred Sixty Thousand Six Hundred Ninety-Six Pesos & 91/100 (P 2,660,696.91), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within One Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payments to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract.

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Six Hundred Sixty Thousand Six Hundred Ninety-Six Pesos & 61/100 (P 2,660,696.91), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Ninety-Eight Thousand Two Hundred Nine Pesos & 07/100 (P 798,209.07) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 31

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of _____ at Antipolo City.

LARD BUILDERS

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

RENATO VILLAROMAN

Proprietor/Manager/President

By:

REBECCA A. YNARES

Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY, **Angono, Rizal**) S.S.

BEFORE ME, a Notary Public for and in **Angono, Rizal**, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
RENATO VILLAROMAN	TIN NO. 37, s. 2021		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Concreting of Various Roads at Southville 10 Area, Brgy. Plaza Aldea, Tasey, Rizal

WITNESS MY HAND AND SEAL this _____ day of _____, at **Angono, Rizal**,
Antipolo City

Doc No. 45
Page No. 16
Book No. 4
Series 20 22

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-008
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MS. MARIA TERESITA F. PAMINTUAN
MJP CONSTRUCTION AND DEVELOPMENT CORP.
Baras, Rizal

Dear Ms. Pamintuan:

The attached Contract Agreement having been approved, notice is hereby given to **MJP CONSTRUCTION AND DEVELOPMENT CORP.** that work may proceed on the *Concreting of Road with Drainage Canal at Road Lot 10* *Block 7, Lupang Arenda, Rgy. Sta. Ana, Taytay, Rizal* effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal

Very truly yours,


REBECCA A. YNARES
Governor 

I acknowledge receipt of this Notice on

5.4.2022

Authorized Signature:
Name of the Representative of the Bidder.


MARIA TERESITA F. PAMINTUAN

CONTRACT AGREEMENT 32

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

MJP CONSTRUCTION & DEVELOPMENT CORPORATION sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Baree, Rizal, and herein represented by its Proprietor/President/General Manager, **MARIA TERESITA F. POMINTUAN**, of legal age, Filipino citizen, single/married, resident of Baree, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Pantalanigan Ordinance No. 37, s. 2021* namely:

Concreting of Road with Drainage Canal at Road Lot 10 Purok 7, Lupang Arende, Brgy. Sta. Ana, Teytsy, Rizal

WHEREAS, the **CONTRACTOR**, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the **Lowest Calculated Responsive Bid** in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Million Forty-Six Thousand One Hundred Seven Pesos & 98/100 (P 5,046,107.98), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within One Hundred Sixty (160) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the **PROVINCE** to the **CONTRACTOR**, the latter hereby covenants with the **PROVINCE** to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The **PROVINCE** hereby covenants to pay the **CONTRACTOR** the amount of **PESOS Five Million Forty-Six Thousand One Hundred Seven Pesos & 98/100** (P 5,046,107.98), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 32

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Five Hundred Thirteen Thousand Eight Hundred Thirty-Two Pesos & 39/100 (P1,513,832.39) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR, within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be

referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 32

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 02 2022 day of _____ at Antipolo City.

MJP CONSTRUCTION & DEVELOPMENT CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

MARIA TERESITA F. PAMINTUAN
Proprietor/Manager/President

REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY, Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Antipolo City, Rizal, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P9239281A	August 5, 2028	Manila
<u>MARIA TERESITA F. PAMINTUAN</u>	<u>TIN NO. 213-504-783</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for **Concreting of Road with Drainage Canal at Road Lot 10 Purok 7, Lupang Arends, Brgy. Sts. Ans, Taytay, Rizal**

WITNESS MY HAND AND SEAL this MAR 02 2022 day of _____, at Angono, Rizal (Capitol), Antipolo City.

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ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal
IBP Lifetime Member No. 016632 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. REYNALDO SAN LUIS PEREZ,
PERSAN CONSTRUCTION, INC.
Quezon City

Dear Mr. Perez:

The attached Contract Agreement having been approved, notice is hereby given to **PERSAN CONSTRUCTION, INC.** that work may proceed on the *Construction of Rescue Center at Brgy. Manggahan, Montalban, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,


REBECCA A. YNARES
Governor 

I acknowledge receipt of this Notice on:

Authorized Signature:
Name of the Representative of the Bidder:

31 2022

REYNALDO SAN LUIS PEREZ

CONTRACT AGREEMENT 33

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

PERSAN CONSTRUCTION, INC., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Sta. Maria, Bulacan, and herein represented by its Proprietor/President/General Manager, REYNALDO PEREZ, of legal age, Filipino citizen, single/married, resident of Sta. Maria, Bulacan, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Panlalawigan Ordinance No. Trust Liabilities-DRMF* namely:

Construction of Rescue Center at Brgy. Manggahan, Montalban, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the **Lowest Calculated Responsive Bid** in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Ninety-Seven Million Eight Hundred Forty Thousand One Hundred Eighty Pesos & 16/100 (P 97,840,180.16), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Two Hundred Forty (240) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Trust Liabilities-DRMF
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Ninety-Seven Million Eight Hundred Forty Thousand One Hundred Eighty Pesos & 16/100 (P97,840,180.16), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 33

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Twenty-Nine Million Three Hundred Fifty-Two Thousand Fifty-Four Pesos & 05/100 (P 29,352,054.05) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit.

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR; AP

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

33

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done or the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 01 day of 2022 at Antipolo City.

PERSAN CONSTRUCTION, INC.
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

REYNALDO PEREZ
Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No P8239281A	August 5, 2028	Manila
<u>REYNALDO PEREZ</u>	<u>TIN NO. 103-977-081</u>		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entry that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Rescue Center at Brgy. Manggahan, Montalban, Rizal

WITNESS MY HAND AND SEAL this MAR 01 day of 2022, at Antipolo City, Rizal

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Page No. 12
Book No. 4
Series 2022

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
a NOTARY PUBLIC OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. DENNIS C. SANDIL
D.C. SANDIL CONST. & REALTY DEVELOPMENT, INC.
Pandi Bulacan

Dear Mr. Sandil:

The attached Contract Agreement having been approved, notice is hereby given to **D.C. SANDIL CONST. & REALTY DEVELOPMENT, INC.** that work may proceed on the *Construction of Teresa Public Market, Brgy. San Gabriel, Teresa, Rizal* effective on the day you received this Notice to Proceed.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

03-04-2022

Authorized Signature:

Name of the Representative of the Bidder:

DENNIS C. SANDIL

CONTRACT AGREEMENT

34

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The **PROVINCIAL GOVERNMENT OF RIZAL**, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

D.C. SANDIL CONSTRUCTION & REALTY DEVELOPMENT INC., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at San Juan City, and herein represented by its Proprietor/President/General Manager, DENNIS C. SANDIL, of legal age, Filipino citizen, single/married, resident of San Juan City, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the *Sangguniang Pambalayan Ordinance No. 37, s. 2021* namely:

Construction of Terese Public Market, Brgy. San Gabriel, Terese, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Hundred Forty-Six Million Eight Hundred Fifty-Two Thousand Six Hundred Thirty-One Pesos & 35/100 (P146,852,631.35), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

1. The whole works subject matter of this Agreement shall be completed within Three Hundred Eighty (380) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Hundred Forty-Six Million Eight Hundred Fifty-Two Thousand Six Hundred Thirty-One Pesos & 35/100 (P146,852,631.35), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 34

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Forty-Four Million Fifty-Five Thousand Seven Hundred Eighty-Nine Pesos & 41/100 (P44,055,789.41) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;

8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

34

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereto signed this Agreement this 18.03.2022 day of _____ at Antipolo City.

D.C. SANDIL CONSTRUCTION & REALTY DEVELOPMENT INC.

Entity/Firm/Corporation

By:

DENNIS C. SANDIL

Proprietor/Manager/President

LOLITA B. DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES

Governor

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY, Angono, Rizal) S.S.

BEFORE ME, a Notary Public for and in Angono, Rizal personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
DENNIS C. SANDIL	TIN NO. 185-510-536		

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Teresa Public Market, Brgy. San Gabriel, Teresa, Rizal

WITNESS MY HAND AND SEAL this 18.03.2022 day of _____, at Angono, Rizal Capitol, Antipolo City.

Doc No. 54
Page No. 12
Book No. 4
Series 20 22

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
NOTARY PUBLIC
Province of RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-008
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal