

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020.

ENGR. PORFIRIO P. MINA JRD-02 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 Aspiral Overlaying of Roads at Augono & 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

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

CONSTRUCTION AGREEMENT /

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and ensered into by and between:
ነ	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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., berein referred to as the PROVINCE; and
į	a solo 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, and herein represented by its Proprietor/President/General Manager,, of legal age, Filipine entizen, single/married, resident of, 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
	The first of the following the state of the
	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 \$\frac{1}{2}\to \frac{1}{2}\to \fra
	I The whole works subject matter of this Agreement shall be completed within
_	a. SP Ordinance No
	Rules and Regulations implementing R.A. No. 9184 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

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

3. Th ệ 1	PROVINCE here	by covenants to	pay the CONTRACT	OR the amount of	of PESOS
	 12x (Mb/g) 	Silamin iya i	ેલું સમુજ (ફ્રાસ્ટ)નાન ડે	Apple Charles And	<u>o end 79/400</u>
			(P,		Philippine
Currency, in con-	sideration of the	construction and	only upon completion	of the infrastruct	ture works
uniess otherwise	agreed by the par	ies, subject of this	Agreement as a contra	et price at the time	and in the
manuer prescribe	d by the Contract	and specified in th	e Bid and as asreed un-	on by the Contracto	ar:
			•		

- 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 pusted the required performance security of PESOS.

 | CVO: | (0. V.) | 15 ty | 250 1600 1. | 10 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 100 16000 | 10
- Contractor undertakes to post a warranty accounty to guarantee performance of his responsibilities in case of "Structural Defects and Follures" 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 payable by the contractor in case of breach thereof. For the procurement of Goods, Infrashucture 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 pornon for every day of delay. Once the comulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Eatity may resend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 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 norementioned 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 treatings 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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

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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 afternative, modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anylall 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 restinition for the damages done of the forfeiture in favor of the government of any unvarranted benefit derived from the set 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/municipality of the Province of Rizal where the infrastructure project or works is/arc located.

IN WITNESS, MITEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City RIZAL PROVINCIAL GOVERNMENT Bv: REYNALDO H. SAN Proprietor/Manager/Provident Acting (ig WITNESSES GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the fellowing Name/Entity Valid ID Presented Date Place

RON, REYNALDO H. SAN HAN, J.R., M.D. PRC No. 0086686 October 16, 2022 Matrix $2 \pm c + 2 \cdot 1 \pm c + 2 \cdot 2$

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:

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Antipole City.

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Page No. 17
Page No. 18
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Roll of Asia very No. 99250 (BP LifeAme Merober No. 013802 /7:22) WOLE Compliance No VI-0007830 Valid until April 10, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

20 July, 2020

MR. LAURO M. 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/Improvement of Ynares Multi-Purpose Covered Court/Stage/
Multi-Purpose Buildings & Movable Bleacher at Angono & Binangman, 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:

7-22-2-070

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION 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 Read corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its ACTING GOVERNOR, HON. REYNALDO IL SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

it Liniadam Construction Corp.

organized and existing under the laws of the Republic of the Philippines, with principal place of husiness and office address at Binangonm, Rizal

Proprietor/President/General Manager, Laure Chindos

of legal age, Filipino citizen, single/married, resident of Binangonm, Sirel, 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. 21. 8. 2019 namely:

.ep_ir/Repainting/Improvement of Theres Multipurpose Covered Court/
.tage/Cultipurpose Bldg. & Howable Bleacher at .ngeno a 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 = \$\frac{20.70}{20.70}\$, 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 Che !:1111on 1:35t Hundred !:Inety Tvo Thousand Tvo mendered Eventy Rine Fesos and \$77/100 (P. 1.692.229.97), Philippine Corrency.

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 wine ty (20) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:
 - a. SP Ordinance No. 21. c. 2019
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule
 - f. Request for Expression of Interest in ...
 - 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 Bulletins
 - Notice of Award of Contract and the Contractor's Conformitythereto.
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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 the Million Sight Rendred Minety Two Thomsand Two Rundred Twenty Nine Seepes .

 Ind 97/100 (P 1.892.229.97), 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 succified in the Bid and as agreed upon by the Contractor:

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- 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 Bundred sixty leven Phono rd six Jundred Sixty leven Research leven rd six Jundred Sixty leven Research leven rd six Jundred
- 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 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."

- 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;
- II 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 urising 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

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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.

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 resolution 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ 1 5 JUL 2020 at Antipolo City. lit Moindoe Const. Corn. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Bv: Co**ure** Ubiadas Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Name/Entity Date Piaco HON, REYNALDO H. SAN JUAN, J.R., M.D. PRC No. 0086686 October 16, 2022 Manita iamen Chiadas <u>008=510=669</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 doed as well as the entity that they respectively

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:

For ir/Dep inting/ingrovement of Ynores Cultipurpose Devered Court/ Stage/ Sultipurpose Buildings & Novable Disacher at Angono & Binangonup, Sizel

WITNESS MY HAND AND SEAL this Anni MANG®NO , RIZAL	_day ofCANTON NACTABLE CANTON OS
Dec No.	alcin the PROVINCE OF RIZAL

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Adm. Malter No.19-200 NOT ARK REPARATE Rizal Roll of Altornays No. 69250 ISP Lifetime Member No. 016632 (Rizal MCLE Compliance No.VI-000783) Valid until April 14, 2022

Until December 31, 2021



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT URIADAS CONSTRUCTION CORP, that work may proceed on the Improvement/Repair of Ynares Multi-Purpose Covered Court, Brgy. Tahon, 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 4-1

Authorized Signature:

Lacknowledge receipt of this Notice on:

Name of the Representative of the Bidder:

LAURO M. ÚBIADAS

CONSTRUCTION AGREEMENT 3

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., Begy. San Roque, Antipolo City, represented in this act by its ACTING GOVERNOR, HON. REYNALDO JL SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

it Ubiadae Construction Corp.	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Repub	lic of the Philippines, with principal place of business
	21 and herein represented by its
Proprietor/President/General Manager, Luco	
	non. i.taul , hereinafter referred to as the
CONTRACTOR, WITNESSEIH, That,	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paolalawigan Ordinance No. 21, 6, 2019 namely:

Correvement/Repair of Yndres Multipurcase Covered Court, Bray. Tabon, Singuages n. Wiled

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

- 1. The whole works subject matter of this Agreement shall be completed within __ixty ______ (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 2:, 5. 2019
 - b. Certificate of Availability of Funds.
 - Scope/Program of Work and Detailed Estimate.
 - d. Drawing, 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 Bulletins
 - Notice of Award of Contract and the Contractor's Conformitythereto.
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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 coverants to pay the CONTRACTOR the amount of PESOS into 1.112 ion Three Rundred Sighty Siz From and Soven Bundred Forty Penon.

 1.12 ion Three Rundred Sighty Siz From and Soven Bundred Forty Penon.

 (P___1.366.740.96_). Philippine Courency, 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:

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- 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 <u>Sour matters</u>, <u>letter Thorse nd Westy Leo media of Philosophy</u>.

 Philippine Currency, in the form of <u>Serformentiand</u> as a measure of guarantee for the faithful compliance of and 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 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 (no percent (10%)) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 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;
- 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;
- 2) 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 undergakes 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 \geq Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing \geq to resort to other afternative 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 portinent 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/municipality of the Province of Rizal where the infrastructure project or works is/arc located.

IN WITNESS WHEREOF, th	e parties have hercunto si tipolo City.	gned this Agreement t	nis d ay of
ic .i c construction Corporation	PIZ.	AL PROVINCIAL GO	VERNMENT
By: ed.	By:	llow	
rec bindes Proprietor/Manager/President	REY	NALDO H. SAN TUA Acting Coloro	N, J.R., M.D.
/	WITNESSES	٠,	v
LOLITA D DE DUZMAN		MA. VICTORIA DE T	EJADA
(NOT.	ARJAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	o for and in Ampolio City	IZAL personally appeared th	ne following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H. SAN JUAN, J.R.,	M.D. PRC No. 0086686	October 16, 2022	Manita
vrc A. Ubirden	008- 410-639		
all known to me and to me known to	be the same person's w	ho executed the forego	ing instrument and

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 of Ymares Fultipurpose Covered Court, Ergy, Luben, Tion from, Wissl

	15 111 2000 Donnt
WITNESS MY HAND AND SEAL this	day or 15 JUL A 2020 ANNO MARKE & Serietos
AMINGUNO, RIZAL	NOTARY PUBLIC
waddisol el tair	for Angono, Binangona 1 & Cardona
Doc No PC 6	all in the PROVINCE OF RIZAL
Page No. 53	Until Dacember 31, <u>2044</u>

Page No. <u>53</u> Book No | Series 20 <u>20</u>.

NOTAR Notation in the No. 19-000 PTR NO. 2007 Rizal
Roll of Attorneys No. 69250
BP Lifeture Member No. 016632 (Rizal MCLE Compliance No.VI.0007883
Valid until April 14, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

20 July, 2020.

MR. LAURO M. 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/Improvement of Stage & Construction of School Signage at Brgy. Janosa, Binanganau, 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:

7.22. 7020

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION 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 ACTING GOVERNOR, HON, REYNALDO H, SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and
it boinds Construction Corps 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 Binon, onth, with and herein represented by its Proprietor/President/General Manager, law of its and herein represented by its of legal age, Filipino citizen, single/married, resident of
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 2019 namely:
op in/hypermient of the all construction of School Signage at Brgy. Whose, into pash, Rigal
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
1. The whole works subject matter of this Agreement shall be completed within
a. SP Ordinance No. 23, 5, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. 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 b. Bid Security
 i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R. A. No. 9184
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

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 orescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

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- 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. 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;
- For the duration of the Contract, a Contractor's All Risk businesses 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 inquidated 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 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 amperformed 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."

- 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 SONTRACTOR 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 underakes 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 $\, \Box \,$ 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 hable for civil hability 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

EREOF, the parties have bereamto signed this Agreement this at Antipolo City. RIZAL PROVINCIAL GOVERNMENT struction Corp. Surporation By: Βy. aro 📶 Ubindas Proprietor/Manager/President WITNESSES DE GÊZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PUILIPPINES) ANTIPOLO CITY) 5.5. ANGONO, RIZAL BEFORE ME, a Notary Public for and to Antipolo City, personally appeared the following Name/Entity: Valid 3D Presented Date Place Manila HON, REYNALDO H, SAN JUAN, J.R., M.D. PRC No. 0086686 October 16, 2022 cc8=440=789 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 contry that they respectively 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. Werlin/Improvement of Stage & Construction of School Signage at

Or y. Jamoso, Bitaar mara, Rizel તંક **JUL 202**0 MNA MARIE L. S.

WITNESS MY HAND AND SEAL this _____ day of AMINANGEINO, RIZAL

Doc No. . <u>258</u> Page No. Book No.

Series 20 25.

Until Gecomber 31a931 Adm Matter No 19-000 NOTARY PUBLIC 2 1900 Rizal Roll of Atiosnoys No. 69250 BP Lifetime Member No. 016632 /Rive MCLE Compliance No.VI-0007883 Valid until April 14, 2022

for Angono, Binangonan & Cardone

all in the PROVINCE OF RIZA!



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020.

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

Dear Ms. Marron

The attached Contract Agreement having been approved, notice is hereby given to

L.L. MARRON CONSTRUCTION AND TRADING—that work may proceed on the

Improvement/Repair of Ynares Multi-Purpose Covered Court at Mahabang Parang

National High School, San Juan Helghts, Brgy. Mahabang Parang, 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 &=

facknowledge receipt of this Notice on:

7-27-2070

Authorized Signature:

Name of the Representative of the Bidder.

06/23/2020# 5

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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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 Reque, Antipolo City, represented in this act by its ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
<pre>. cots net/ a. in of Imper. bitth armode Covered Court at Cababang printficientle ich abbedle on Juan Peighte, Orgy. Echahang Lyrang. inemionis. Sizel</pre>
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undettake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
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 itself. () talendar days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 a. SP Ordinance No
 k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184 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

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 Birl and as agreed upon by the Contractor:

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- 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 Cne Rendred Kinety Eight Thousand Eight Sundred Listy Air Poses and 43/100 (P 198.006.45)

 Philippine Correccy, in the form of Performance 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 haptementing Rules and Regulations embudied 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 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 resemble under the contract, without prejudice to other courses of action and remodies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, bours 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 intplementing rules and gaudelines 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and husiness tax returns duly stamped and received by the BIR and duly validated with the tax payments made therein.
- 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

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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.



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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

L.L. Marron Construction & Tr	eding RIZ/	AL PROVINCIAL GOVER	NMENT
Entity/Firm/Corporation		. /	
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- de laman	-		
Desire Of section	REY	NALDO H. SAN MAN, J. Acting Governor &	
Proprietor/Manager/President		Actual Governor &	
le 1	WITNESSES		
/ <i>/</i> /		◊	
LOLITA'R DE GUZMAN		MA, VICTORIA B. TEJA	DΔ
/		/	.DA
O NOTAL	RIAL ACKNOWLED	GMENT(
EPUBLIC OF THE PHILIPPINES)			
NIPOLO CITY) S S			
,			
BEFORE ME, a Notary Public fo	or and in Antipolo City,	personally appeared the fol	llowing
Name/Entity	Valid ID Presented	Date	Place
•			
ON, REYNALDO H. SAN JUAN, J.R., M		200000	vianila
Legra L. Marron	7DI - 236-059-376	•	

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 of Imeres	Haltipurpose Covered Court at Managent
Parang National High School, Binangonan, Risal	San Juan Heights, Brgy. Mahabang Parang,
	Anne We I have a District forming of

Book No. Semes 20 🛣 .

	Binangonen, Risal	·
	WITNESS MY HAND AND SEAL this	day of 151 15 2020 A Bizal Provide MARISE L. SANTOS
Antipol	o City.	MO We control of
Dac No	273	for Angono, Binangonen & Cardone allen (he PROVING COF RIZA)
December 1	Tr .	and the state of t

NOTARY PURACE PURAGE VEGE NOTAL Roll of Augrarys No. 39250 IBP Lifetime Morabe, Nr. 016832 /Riza MCLE Compliance No.VI-0007883

Valid until April 14, 2027



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

MR. GRENGO C. ANORE G. ANORE CONSTRUCTION Binangonan, Rizal

Dear Mr. Anore:

The attached Contract Agreement having been approved, notice is hereby given to G. ANORE CONSTRUCTION—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Lunsad Elem. School, Brgy. Lunsad, 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

Lacknowledge receipt of this Notice on:

7 - 22 - 20 20

Authorized Signature:

Name of the Representative of the Bidder:

RINGO C. ANORE

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT mark 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and
nore son traction, 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
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 2, 2019 namely:
<pre>insulteditem/revision of such facilities factor, f mitation % precise (</pre>
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 lastlime>3
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 http://dix.com/length-12th/ (66) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21, 6, 2010 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Decuments including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security i. Addeada and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
 In consideration of the payment to be made by the PROVENCE to the CONTRACTOR, the latter hereby coverants 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 first sundped forty four samples state sundped forty four samples state sundped forty four samples [39/100]. [P. Ber, 555-39], 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 wastants that he has not given not 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 Two Rundred Fifty Three Thousand Four Rundred Eighty Six Perce and 62/100 (P 203,435.62)

Philippine Currency, in the form of Performance Send as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Hidding

- 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 embedded 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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- 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 sofe 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;
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Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

W	WEENESSIMSHEREOF, the particular at Antip	parties bave hereunto s rolo City.	igned this Agreen	rent this day of
". 50	re Constru ction	R 17	AL PROVINCIA	L GOVERNMENT
	tity/Firm/Corporation	_		- -
By:	nous s nio pris or/Managor/President	By. REY	NALDO H. SAN Active	JUAN, J.R., M.D.
	/_	WITNESSES	w.	
	ke/	WILLESSES	,	2/
£	OLITA B. DE GUZMAN		ма. уістові	A B. TEJADA
	NOTA	RIAL ACKNOWLE	EMENT	
ANTIPOL	O OF THE PHILIPPINES) O CITY) S.S.		. 761	
ÐF	FORE ME, a Notary Public i	or and MARCAN City	y, personally apper	ared the following
Na	mc/Entity	Valid ID Presented	Dalc	Place
HON, REY	NAUDO H. SAN FUAN, J.R., M	j.D. PRC No. 0086686	October 16, 202	2 Manila
ening o	поте	TIM 273-574-109		
acknowled; present.	to me and to me known to be great that the same is their fix is tostrument, consisting of the	e voluntary act and dec	ed as well as the er	anty that they respectively
written and	has been signed by the puries	hereto in each and ever	y page bereof, refer	s to the Agreement for:
5	enstruction/Provision to Compand . Len	of Josh Proilitic orgy: Luncad, M	e (eter, on inacjonan, Piz	district D Dygience) al
W	ITNESS MY HAND AND SEA	AE thisday o	₩L 15 2620	at Rizar Provinced Capitol.
Antipolo Ci	iy.		ΔíT	Y ANNA MARIE L. SANTOS
Doc No Page No	<u>55</u>		, 191 í	NOTARY PUBLIC Angono, Binangosan & Cardona Angono, Binangosan & Cardona
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	-			Adm. Matter No 19-200 PTR NO (97-99) Pize:

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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

20 July, 2020

MR. FERNANDO L. ARADA FLAG CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Constn. of 2-storey,6-rooms Ynares School Bldg. at Ithan Elem. School, Brgg. Ithan, 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:

FERNANDO L. ARADA

7:22.320

CONSTRUCTION AGREEMENT 7

KNOW ALL MEN BY THESE PRESENTS:

CONTRACTOR, WITNESSETH, That,

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 ACTING GOVERNOR, HON, REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the						
PROVINCE; and						
1. 1. 1500 Y CLACK - 0770 Pt 2201. a cole proprietorship/private comparation, duly						
a sole proprietorship/private corporation, duly						
organized and existing under the laws of the Republic of the Philippines, with principal place of business						
organized and existing under the laws of the Republic of the Philippines, with principal place of business						
, a sole proprietor suppression, cary						

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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 \(\frac{1}{200} \) \(\frac{1}{200} \)

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 an rundred ighteen (218) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans. Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 2793 (. c. 5019
- b Certificate of Availability of Funds
- e. Scope/Program of Work and Detailed Estimate
- d Drawing, 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 Bullcons
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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 bereby covenants to pay the CONTRACTOR the amount of PESOS | 120 1111206 11011 Control to the transfer of the control to the



- 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. 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 fiquidated damages which shall 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 reseined or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe alt 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 and askes 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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

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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.

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/municipality of the Province of Rizal where the infrastructure project or

works is/are located. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ at Antipolo City. 15g Construction Corporation RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation auul era neo ragik Proprietor/Maffager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Autopolo City, personally appeared the following Place Valid ID Presented Date Name/Entity HON, REYNALDO H. SAN JUAN, J.R., M.D. PRC No. 0086686 October 16, 2022 Manila $2.67 \pm 0.07 \pm 0.07 \pm 0.03$ em ada maa all known to me and to me known to be the same person's who executed the foregoing instrument and ecknowledgment 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 2 storey, I rose. In sec. cheel suiteing at Ithan Lens Jehool, Pryy, Ithin, Jinings no isol

WITNESS MY HAND AND SEAL this _	day ofIII / 5 2000 to RIVAL Provincial Caputol,
Antipolo City. Doc No	AFTY AND MARIE L. SANTOS
Page No	KOTARY PUBLISHED & Cardona all in the PROVINCE OF RIZAL classic deposits 31. 302 1-
_	Adm Matter No 19-000 PTR NO 13-00-0 Rizsi Roli of Alicic Eye No 69-2-1-2-1-2-1-2-1-2-1-2-1-2-1-2-1-2-1-2-
	Roll of Allocately 5.00 (18632 /Riza) :BP Lifeting Member No. 018632 /Riza) MCLE Compliance No. Viv.0007580 Medicatil April 16, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

MR. LAURO M. 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 & Hygimu) at Lihid Elem. School, Brgy. Lihid, 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 &

Lacknowledge receipt of this Notice on.

7.22 2020

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT Q

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

T	he PR	OVINCIA	LL GOVE	RNME	NT OF R	IZAL, a	local gover	տ աշու ա	sit, duly organ	गुउंदेष क्याप्
existing t	under	Republic	Act. No.:	7160, v	ith scat	of gover	roment at	the Riz	al Provincial	Capitol,
Circumfer	rential	Read con	oer P. Oliv	eros St.,	Brgy, Sa	ın Roque	Antipolo	City, rep	resented in th	is act by
its ACTII	NG G	OVERNO	R, HON.	REYN/	ALDO H	SAN Л	JAN, JR.,	M.D., h	ercin referred	to as the
PROVIN	CE; a	nd								

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organized and existing under the laws of the Republic				
and office address at in the mag_in in M				
Proprietor/President/General Manager,		of lega	ıl age, Filipi	no
citizen, single/married, resident of agreement	n, ∞iz::I, here	einafter referre	d to as t	ùιc
CONTRACTOR, WITNESSETH, That,				

WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 11 12 11/2/2015

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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 hidding held last <u>observe</u>, 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 <u>opening</u> in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>opening</u> in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>opening</u> in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>opening</u> in the bid documents.

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

- - a, SP Ordinance No. 1, 5, 5, 21;
 - b. Confricate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, 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
 - b. Bid Security
 - 1. Addenda and Supplemental Bulletins
 - j Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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 bereby coverants to pay the CONTRACTOR the amount of PESOS and Marker (1994) 3 12 Thomas 6 17 to 10 17 t

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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;

- 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 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 comulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring limity may resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 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 hereinaßer referred to:
- 14. CONTRACTOR underskes 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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

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

Without prejudice to administrative sauctions 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/municipality of the Province of Rizal where the infrastructure project or

works is/are located.				
D. WITHEST WHERE	OF, the part at Antipole	ies have hereunto s City.	igned this Agreement	this day of
it 14 / < construction		RIZ	AL PROVINCIAL GO	OVERNMENT
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Proprietor/Manager/Presiden	t		Aduly Gover	поз 4-
,		WITNESSES	G	
her				
LOLITAN DE GUZ	MAN		MA. VICTORIA B.	TEJADA
		L ACKNOWŁED	GMENT	
DEBUIN TO OF THE DOMESTON	ANTECS.			
REPUBLIC OF THE PHILIPPI ANTIPOLO CITY) 5.5			
		LEIG ON O	DIZM	
DEFORE ME, a Notary	Public for a	ind in Antifeld Why	, personality appeared	the following
Name/Entity	,	Valid ID Presented	Date	Place
HON, REYNALDO H, SAN JUAN	, J.R., M.D.	PRC No. 0086686	October 16, 2022	Manila
aro E. Ublade	CQ1	-410- 076		
	b			

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

This instruction, 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 beteof, refers to the Agreement for:

enstructi	on/Provieton of Te	sh meilit ies (Bter.	Canitation &	(ygiene)
12 TA158 - 12 14	chool, it ye Tibi	d. Lin n omma.	.1511	_	

day of 15 JUL 2020 REMYTA MARIE TO SANTOS

ATANGONO, RIZAL

WITNESS MY HAND AND SEAL dus ___

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for Angeno, Ricangonan & Cardonn all in the PROVINCE OF RIZAL Until Dagember 31,303 Adm Matter No 19-20C NOTARY PROMISES 13-16-03-98-12-81

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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020.

MR. BRIAN D. FERIDO DUKHEA CONSTRUCTION Binangonan, Rizal

Dear Mr. Ferido:

The attached Contract Agreement having been approved, notice is hereby given to **BUKHEA CONSTRUCTION** that work may proceed on the

Construction of 2-storey, 6-rooms Ynares School Building at Kalinawan Elem. School, Brgy. Kalinawan, 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 &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

BRIAN IN FERIDO

CONSTRUCTION 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Ringardess , Rind , and herein represented by its Proprietor/President/General Manager, Rind , of legal age, Filipino citizen, single/married, resident of Ringardess , Rind , 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. 2022 Page 6, 2019 namely:
Commitmetion of 2 stopey, 6 rooms Thoron School Building at Kalinavan Elon, School, Ergy, Eulinavan, Binongomen, Risal
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
consideration of the amount of fee Hillian Him Fundred Thirty Four Thomsonic Thirty Fight Pages and 51/100 (P 10.034.035.35), Philippine Currency.
consideration of the amount of "fee Killian Kine Fundred Thirty Jean Thomsoul Fairt
Consideration of the amount of
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 Rendred Fighton (278) calcular days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents.

 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 Ten Militan Nine Numbered Thirty Four Thomsand Thirty Night Posses and \$3/100 (P 10.934.036.63), Philippine Contency, 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 pince at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

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- 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 scente this Contract;
- 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 regintained 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 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 rescand 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 therein.
- 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

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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.

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 set or acts in question or both at the discretion of the Courts.

Incisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the	parties have hercunto sig polo City.	gred this Agreement t	hisday of
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Entity/Furn/Corporation	_		
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Proprietor/Mapager/President		Acting Groups	or 4
\ la /	WITNESSES		
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ATOM.	RIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.		·	
BEFORE ME, a Notary Public	for and in Antipolo City,	personally appeared t	he following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO K, SAN JUAN, J.R., 8	J.D. PRC No. 0086686	October 16, 2022	Manila
est :emstalp	_020 + <u>2027-00-0</u> 33		
all known to me and to me known to acknowledgment that the same is their fi present.	be the same person/s wi ce voluntary set and deed	to executed the foregon as well as the entity the	oing instrument and hat they respectively
This instrument, consisting of a written and has been signed by the portice	hree (3) pages including hereto in each and every	this page wherein this page hereof, refers to th	acknowledgment is ne Agreement for:
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WITNESS MY HAND AND SE Andpolo City.	AL thisday of	jul. (6 2020. ≈ 2 ⁶² Attivis	a Projecto Capatol.
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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

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 Concreting of Road at Saint Pancratius Street, Park Place Village, Brgy. San Isidro, 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,

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REBECCA A. YNARES
Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

7.77 . 20.00

SIDNEY B. SORIANO

CONSTRUCTION AGREEMENT 10

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

This ACKERMEN I RESOC SHIP CHEETER THAN BY EAR OCCURRENT.	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and	
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at i organized. I and herein represented by its Proprietor/President/General Manager, the state of legal age, Filipino citizen, single/married, resident of organized, hereinafter referred to as the CONTRACTOR WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Saugguniang Panlalawigan Ordinance Nonamely:	
The property of the least semiples that the Time William Petite	
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 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 the industrial plans of the amount of the industrial plans of the in	;
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto	١
1. The whole works subject matter of this Agreement shall be completed within (00) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated became by way of reference, namely:	
a. SP Ordinance No. 21. 27.	
b. Cortificate of Availability of Funds	
c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications	
c. 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 euvelopes	
h. Bid Security	
i. Addenda and Supplemental Bulletins	
j. Notice of Award of Contract and the Contractor's Conformitythereto	
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the	
Rules and Regulations implementing R.A. No. 9184	
 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; 	ŧ
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3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESO:	
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Currency, in consideration of the construction and only upon completion of the infrastructure work unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the	c
manner prescribed by the Contract and specified in the Bid and as aereed 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 over the real trainty six thought our indeed over the secret of 22/400 (P256.473.22)

 Philippine Currency, in the form of orfers sign and as a measure of guarantee for the faithful compliance of and 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;
- 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 Mannal (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether hquidated 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 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 camulative 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."

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- 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 GONTRACTOR 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 underskes 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 projudice, 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 hidding 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

works is/are located.	any or act revises or	THE THOUSE END NOTES	, , , , , , , , , , , , , , , , , , ,
IN WITNESS WHEREOF, the p	sarties have hereunto sig olo City.	good this Agreement (hisday of
Entity/Firm/Cosporation	. RIZ/	AL PROVINCIAL GO	OVERNMENT
By:	By.	th «	-
10	REY	NALDO H. SAN FUA	N. J.R., M.D.
Proprietor/Manager/President		Acting Graydra	
	WITNESSES	w v	
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LOLITA DADE GUZMAN	1	MA, VICTORIA B.	TEJADA
NOTAL	RIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public fo	or and in Antipolo City,	personally appeared (he following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H, SAN RUAN, J.R., M.	.D. PRC No. 0086686	October 16, 2022	Manila
<u>i ori: ns</u>	the second second		
all known to me and to me known to be acknowledgment that the same is their fro present.	ic the same person/s will c voluntary act and deed	ho executed the foregones well as the entity t	oing instrument and but they respectively
This instrument, consisting of the written and has been signed by the parties in	ree (3) pages including hereto in each and every	this page wherein this page hereof, refers to t	e acknowledgment is he Agreement for:
in the masser of valid to 1 The state of the 1		est, Tark Direct	HIL TEN INTER
WITNESS MY HAND AND SEA Antipoto City.	l. thisday of	ATTY 25	at Propagal Capital, 1998 MARIE L. CARRO NO. 1998 P. 1997
Doc No. 274 Page No. 65 Book No. 1		for Angor all in th	no, Birmiga de G. Cardeo e PROVENCA DA RIZA DOLICADA A 11.744.
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IBP Lifelime Moinbor No. 016832 / Kr.a MCLE Compliance No.Vr-0007037 Valid ucit. April 14, 2020



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

MR. JUAN PAOLO MIGUEL E. MANLAPIT L. EUSEBIO ACE DEVELOPMENT CORP. Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Asphalt Overlaying/Concrete Reblocking (portion) of A. Mabini St., Brgy. Sto. Niñu, 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 &

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: JUAN PAOLO MIGUEL E. MANLAPIT

CONSTRUCTION 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., Brgv. San Roque, Antipolo City, represented in this act by its ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>resignative</u> , and herein represented by its Proprietor/President/General Manager, <u>tun residnative</u> , 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
d d	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
•	1. The whole works subject matter of this Agreement shall be completed within ((6) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
1	a. SP Ordinance No
\	i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
-	 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;
7	The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS (P

- 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 in such the track of the Thousand Fire undered Fifty (P 620,556,56).

 Philippine Currency, in the form of introduce Cond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 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 payable by the contractor in case of breach thereof. For the procurement of Goods, inliastructure 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:
- 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 beginning referred to:
- 14. CONTRACTOR underskes 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 duration of the contract, CONTRACTOR shall regularly present a tax elegrance from the Bureau of 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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this i 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/municipality of the Province of Rizal where the infrastructure project or works is/are located

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Entity/Firm/Corporation		4	
By:	By:	NALDO H. SAMATA	M GT M
Proprietor/Manager/President	, AL	Acting Govern	
N/	WITNESSES	H.	ď
LOLITA B/DE GÓZM	AN	MA. VICTORIA B. "	rejada -
/ >	OTARIAL ACKNOWLEI	GMENT	
REPUBLIC OF THE PHILIPPINI ANTIPOLO CITY)	ES) S.S.		
BEFORE ME, a Notary P	ublic for and in Antipolo City	, personally appeared t	he following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO B. SAN JUAN,	J.R., M.D. PRC No. 0086686	October 16, 2022	Manila
: 'o i sel la len	lenit	17	

ad l٧ 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, rofers to the Agreement for:

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at Rizal Provingal Capital, ATTY ASSESS MANUE . 1999 NOT 140 P. G. 19 WITNESS MY HAND AND SEAL this _ 43y of 111[1:5 2020 Antipolo City. for Angunu, Shears, dust, & Changer durin the PLOVINCE OF RICK NOTARY PUBLICATIONS OF THE tnDoc No

Adm Salid No **地址**。 PTE NO **伊姆** Riza Rot of Archarding No. 8526t BS Lifetime Member No. 018882-73 GOCF, Compliance No VI-000703 Vs in unit April 34, 2032

Page No. Brank Mar. Series 20 % .



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

ENGR. PORPIRIO 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 Asphalt Overlaying of C. Cruz St., Brgy. Sto. Niño, 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:

Authorized Signature:

Name of the Representative of the Bidder:

PORETRIO P. MINA

CONSTRUCTION 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, Antipolo City, represented in this act by its ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and
<u>`</u>	a sole proportorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at 3.74, and herein represented by its Proportor/President/General Manager,,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
	the most of the major that the limit of the limit.
	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
	1. The whole works subject matter of this Agreement shall be completed within (10) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
- //	a, SP Ordinance No
	Rules and Regulations implementing R.A. No. 9184
	 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 iffice in the province is the one of the contract of the period of the period

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 presented by the Contract and specified in the Bid and as agreed upon by the Contractor:

 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 as a tueasure of guarantee for the faithful compliance of and 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 esponsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty eriod;

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 buplementing 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 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, workingn'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;
- 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 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.

Iurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

works is/are located.			
1N JYFUNESS WHEREOF	F, the parties have hereunto sign t Antipolo City.	ed this Agreement this	s day o f
	RIZAI	L PROVINCIAL GOV	ERNMENT
By. Proprietor/Manager/President	By:	ALDO H. SAMTIAN Acting (io) emor	, J.R., M.D.
	WITNESSES	Ψ	
LOLITA'B. QE GUZM		ia. Victorias te	ZJADA
	OTARIAL ACKNOWLEDG		
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY)	ES) \$.\$.		
BEFORE ME, a Notary Pr	ublic for and in Antipolo City, p	ersonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON REYNALDO H. SAN JUAN, I	ER., M.D. PRC No. 0086686	October 16, 2022	Manila
orfine Man	211 - 1 testa-619		
all known to see and to me know acknowledgment that the same is the present.			
This instrument, consisting written and has been signed by the p	g of three (3) pages including the parties hereto in each and every pa	us page wherein this a- age hereof, refers to the	eknowledgment is Agreement for:
www.lt : verl.yisa	of California to a strye	Stor Ninor Chinto	, Rival

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Antipolo City.

One No Page No ____ Book No.___ Series 20_<u>74</u>_.

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for Angend, Proceedings Carnons all in the PROVINCE OF RIZAL NOTARY ##BILIBROOK OF 1844 Again Motion No. (1944) PER NO. (1944) Rizas

Robel Witemate No. 89266 BP LileState Member No. 076932 (Ric MOUF Compliance No.VI-6007881 Voter Units Age 16, 1992



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

MR. LAURO M. UBLADAS 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 School Buildings & Improvement of Ynares Multi-Purpose Covered Court at Evangelista Elem. School, 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 &

Lacknowledge receipt of this Notice on:

7.25. 2020

Authorized Signature

Name of the Representative of the Bidder:

LAURO M. URIADAS

CONSTRUCTION AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF REZAL, 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. Oliveres St., Brgy. San Roque, Antipolo City, represented in this act by its ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

it this construction 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 Sinch const.

Proprietor/President/General Manager, 'nero : ubicate and herein represented by its proprietor/President/General Manager, 'nero : ubicate of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager, 'nero : ubicate of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager, 'nero : ubicate of the Philippines, with principal place of business and herein represented by its proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager, 'nero : ubicate of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager, 'nero : ubicate of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager, 'nero : ubicate of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager, 'nero : ubicate of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager, 'nero : ubicate of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager, 'nero : ubicate of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager, 'nero : ubicate of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager, 'nero : ubicate of the Philippines, with principal place of the Philippines, with principal place of the Philippines, with place of the Philippines, with p

condit/Tep Satis; of Ym.res School Building .. Emprovement of Ymares absiguates a Severed Court at . v.mgelista. low. Tehpol, Ergy. vengelista. Baras. iso3

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 tast. June 20, 2020 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 One Sundred Twenty Light Thousand Three Building of Fifty Three Sesos and 27300 (P 2, 1, 2, 1) (P 2, 1, 2, 1), 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 $\frac{i\sin ty - 2ix}{2ix} = \frac{(-96)}{(-96)}$ calcular days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:

- a. SP Ordinance No. 21, e. 2010
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- 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
- b. Bid Security
- i. Addauda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto.
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVENCE 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;

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS in Sundred Introductive State Thousand Five Sundred ive associated 96/100 (P STATE OF TO Bend as a measure of guarantee for the faithful compliance of and 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 Producement 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 to 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 payable by the contractor in case of breach thereof. For the procurement of Goods, Intrastructure 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 projudice to other courses of action and remedies available under the circumstances."

- 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 me within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this 13 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 sauctions 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 thus 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/municipality of the Province of Rizal where the infrastructure project or

works is/are located	, ,		
IN WITNESS WHEREO	oF, the parties have hereunto s at Antipolo City.	igned this Agreement	thus day of
<u>wit Uninders Logartrection</u> Entity/Firm/Corporation	. Jo <u>rp∎</u> R12	AL PROVINCIAL GO	OVERNMENT
By: Lead	By:	1000	
Proprietos/Manages/President	_ REY		AN, J.R., M.D.
1 2	WITMESSES	~	
LOLITA S. DE GUZN	4AN	MA. VICTORIAB	TEJADA
	NOTARIAL ACKNOWLE	GMENT	
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY	IES) S.S.		
BEFORE ME, a Notary I	Public for and in ANGON Ca	R } ZA\), personally appeared t	the following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H. SAN RIAN,	J.R., M.D. PRC No. 0086686	October 16, 2022	Marida
Luuro &. Thiadas	co3- <u>4-10-639</u>		
all known to me and to ans know acknowledgment that the same is t present.			
This instrument, consisting written and has been signed by the	eg of three (3) pages including parties hereto in each and every	this page wherein the page hereof, refers to t	acknowledgment is he Agreement for:
. Repair/Reprinting (of Thores Johnson Swilsi	ings & Improvement	t of Yaares

sultipurgose lovered Court at Dyangelists whom. Johoel, Brgy. wangelists. Barns, Risol

WITNESS MY HAND AND SEAL this _

Antiphilo ONO, RIZAL

1,54 Oue No. _ Page No. <u>53</u> Book No. ı Series 20<u>,241</u>.

ATTY ANNAVARANTOS
NOTARY PUBLIC
Cardona for Angono, Briangunan & Cardona all in the PROVINCE OF RIZAL Until December 31,2941

NOTARTIPINGETCI No. 19 roze PTR NO 19 200 (Rize) Rob of Attorneys No. 69250 'aP Lifetime Memba: No. 016632 /Riza MCLE Compliance No.VI-0007883 Valid until April 14, 2027



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

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

Repair of Roufing / Ceiling of Brgy. Hall Main and Repair of Flooring of Ynares Multi-Purpose Covered Court at Sitia Cinca, Brgy. Pinagay, 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

Governor³

I acknowledge receipt of this Notice on:

7-22 2020

Authorized Signature:

Name of the Representative of the Bidder:

GERALDÆENN SJ. BILOG

CONSTRUCTION AGREEMENT Id

KNOW ALL MEN BY THESE PRESENTS:

citizen, single/martied, resident of CONTRACTOR WITNESSETH, That,

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7160, with	OF RIZAL, a local government unit, duly organized and sent of government at the Rizal Provincial Capitol, gy. San Roque, Antipolo City, represented in this act by
its ACTING GOVERNOR, HON, REYNALI PROVINCE; and Skildere	DO H. SAN JUAN, JR., M.D., herein referred to as the a sole proprietorship/private comporation, duly
organized and existing under the laws of the Re and office address at Marcag, Ris Proprietor/President/Geogral Manager, Geo	public of the Philippines, with principal place of business

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 2019 _______namely:

Depair of Resting/Coiling of Brgy. Hall Hade and Repair of Flooring of Teares Multipurpose Covered Court at Sitio Ciaso, Brgy, Pinagoy, Bares, Risal

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.

Since 23, 2020, 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 Seven Bindred Fighty Seven Thomassed 44x Expersed

Seven Bindred Fighty Seven Thomassed 44x Expersed

Program of the Amount of Seven Bindred Fighty Seven Thomassed 44x Expersed

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 (60) calcular days, in accordance with the provisions of the Bid Decuments, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 21. 4. 2019
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - c. Construction Schedule
 - f. Request for Expression of Interest .
 - g. Hidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k, Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 Seven Hundred Mainty Seven Theorem 51x Sundred Seventy Peste and 25/100

(P 767,570,25), 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:



- 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 Two Pundynd Thirty Sin Theband Three End One Peece and 07/100 (P. \$36,501.07 Philippine Currency, in the form of Porformance Bond as a measure of guarantee for the faithful compliance of and 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 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-teath 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;
- 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 trising 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 14 to resort to other alternative imodes 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.

furisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

Art marrane			
Entity/Firm/Corporation	_ RIZ.	AU PROVINCIAL GO	VERNMENT
By.	Ву:	ilman	
Corald Koon SJ. Miles	REY	NALDO'H, SANGTUA	N, J.R., M.D.
Proprietor/Manager/President		NALDO H. SAM JUA Acting Govern	10r J
	WITNESSES	O.	
LOLITA BOE GUZMAN		MA. VICTORFA B. T	re sana
LOLLIN BUDE GOZMAN		MEAL VICTORELIS.	EJADA
	RIAL ACKNOWLED	GMENT	
EPUBLIC OF THE PHEAPPINES) NTIPOLO CITY) S.S.			
BEFORE MF, a Notary Public (ANGONO, F for and in Antipolo City	RIZAL , personally appeared d	he following
Name/Entity	Valid ID Presented	Date	Place
ON, REYNALDO H. SAN JUAN, J.R., M	I.D. PRC No. 0086686	October 16, 2022	Manila
Gerald Kenn SJ. Biles	196-589-323		

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:

Peymir of Souting/Geiling of Ergy. Hall Main and Maprir of Flooring of Teares Multipurpose Covered Court at Sitis Cines. Brev. Pinnser

	Beres,		-
		S MY HAND AND SEAL this	day of 15 JUL 2020 ANNA MARIE Capitol NATOS
Antip A	KBO NO	RIZAL	NOTARY PUBLIC
Doc No. Page No.	253 32		for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL Until December 2:1264

Bank No. Series 20 30.

NOTARY PUBLIC after No. 19 -006 PTR NO. 3200-36 Rizol Roll of Attorneys No. 69250 IBP Lifetime Member No. 016637 (Reg): MCLE Compliance No.VI-0007893 Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020.

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

Construction of Drainage Canal at I.D. Julian Street, Brgy. Iglesia, 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,

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REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

._<u>7.33.3</u>920 . .

O.C. VILLAROMAN

CONSTRUCTION AGREEMENT (S

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

Circur its AC	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol inferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by CTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the VINCE; and
and Propri citizen	a sole proprietorship/private corporation, duly zed and existing under the laws of the Republic of the Philippines, with principal place of business office address at <u>harmy sind</u> , and herein represented by its ctor/President/General Manager, or work is a legal age, Filipines, single/married, resident of <u>harmy is 1</u> , hereinafter referred to as the TRACTOR, WITNESSETH, That,
persus	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in an of the Sangguniang Panlalawigan Ordinance No. 11 . 32 12 22 22 22 22 22 22 22 22 22 22 22 22
	or. In the community of a number of the Splitte Street, Bry Tylesia, crosen, fixel
Bid in the co	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence lettake the above said infrastructure works, has been declared as the Lowest Calculated Responsive a public bidding held last June 24, 2020 has accepted and binds itself to undertake instruction and completion of the above said infrastructure works strictly in accordance with the ring standards set forth in the bid documents, approved plans, program of works and specification in leration of the amount of 1,12 and 100 1, 11 and 100 and
hereby	agree as follows:
Đợcun	1. The whole works subject matter of this Agreement shall be completed within

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;

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 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 Acrosingut The Contragter has nurtrigible required performance security of PESOS Perfer Philippine Currency, in the form of as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding

- 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. 2184, 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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

Documents;

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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

Entity/Firm/Corporation	RIZ	AL PROVINCIAL GO	VERNMENT
Ву: 🔎	Њу	HR-X	
Proprietor/Manager/President	REY	NALDO H. SANJIDA Acting Govern	N, I.R., M.D. 107 &
B.	WITNESSES	ø	
LOLITA B. DE GUZMAN		MA. VICTORIA B. 1	(EJADA
NOTA	RIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PUBLIPPINES) ANTIPOLO CITY) S.S.			
BEFORE MF, a Notary Public f	or and in ANGONO it	RIZAL , personally appeared t	he following
Name/Entity	Valid ID Presented	i)ate	Place
HON, REYNALDO H, SAN HIAN, J.R., M	i.D. PRC No. 0086686	October 16, 2022	Manifa
e. to -171 rozan	150-085-56		

all known to me and to me known to be the same person's who executed the foregoing instrument and seknowledgment 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:

written and has been signed by the parties hereto in each and every page l	hereof, refers to the Agreement for:
den trickica or drain. From 1 of 7 deli m.	
WITNESS MY HAND AND SEAL disk day of	JUL ADOR ANNA MARIE LANGENTOS at Risa Provincia & Cardone attin the Province of Cardone
Doc No	AB in the PROVINCE OF RIZAL Until December 31, 2021 Adm. Matter No.19, 1000 NOTARY FEBRIC 2004 Roll of Attorneys No. 69250 IOP Lifetime Momber No. 016632 /R-28 MCLE Compliance No.VI-0007893 Valid until April 14, 2022
	2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020.

MR. CECIL P. FRANCISCO C.P.F. CONSTRUCTION Cardona, Rizal

Dear Mr. Francisco:

The attached Contract Agreement baving been approved, notice is hereby given to C.P.F. CONSTRUCTION—that work may proceed on the Repair/Improvement of Ynares Multi-Purpose Building & Installation of Electrical Lighting System of Ynares Multi-Purpose Covered Court at Brgy. Ballbago & Brgy. Looc, 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.

CONSTRUCTION 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and
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
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Saugguniang Panlalawigan Ordinance No. 21 • 25 2 2 2 2
<pre>inf : inf : Inst :</pre>
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 \$\frac{\sqrt{12.77}}{2.77} \frac{\sqrt{2.77}}{2.77} \frac{\sqrt{2.77}}
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 a coordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 71. 17.17
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, 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) hidding envelopes
h. Bid Security
i. Adderda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformitythereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
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 coverants to pay the CONTRACTOR the amount of PESOS
(P - 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:

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS and a second a
- 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 densition 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 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 rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

 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,

1). 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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

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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.

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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF,	the parties have becounts sign Antipolo City.	ned this Agreement (hisday of
Entity/Firm/Corporation	RIZAI	L PROVINCIAL GO	VERNMENT
By: The price of t	By: REYNA	Viz.	N, J.R., M.D.
Proprietor/Managor/President	REIN	Acting Figyers	ior
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LOLUTA B. DE GUZMA	N M	IA. VICTORÉNDO	TEJADA .
/ _{NO}	TARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINIS ANTIPOLO CITY) S.	S.	 	
BEFORE ME, a Notary Put	blic for and in AME polo City, p	ersonally appeared t	he following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H. SAN RUAN, 33	R., M.D. PRC No. 0086686	October 16, 2022	Manila
deil Fracieco_	1994 <u>– 4. – 195–1</u> 57		
all known to me and to me known acknowledgment that the same is the present.	to be the same person's who ir free voluntary act and deed :	executed the foregoes well as the entity (oing instrument and last they respectively
written and has been signed by the pa		age hereof, refers to ti	te Agreement for:
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WITNESS MY HAND AND Antipolo City.	SEAL this day of _	UL 15 /931 - a ra	NGONO, RIZAL al Provincial Capitol,
Doc No		ATTY-AMNA N	IARIE L. SANTOS RYPUBLIC
Page No. <u>55</u> Book No.	••		2550724 & Cardona WNGE OF RIZA
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			ber No. 015637 (90)

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

MR. CECIL P. FRANCISCO C.P.F. CONSTRUCTION Cardona, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to C.P.F. CONSTRUCTION—that work may proceed on the Construction of 2-storey, 4-rooms Ynares School Building at Muriumo C. San Juan Elem. School, Brgy. San Roque, 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

Governord*

Lacknowledge receipt of this Notice on:

Authorized Signature:

Nume of the Representative of the Bidder:

06/23/2020 # 17

CONSTRUCTION AGREEMENT />

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

105 AGREEMENT made and entered into by and octoren.
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 us ACTING GOVERNOR, HON, REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Proprietor/President/General Manager, Section 1970 and herein represented by its Proprietor/President/General Manager, Section 1970 and herein represented by its citizen, single/married, resident of Section 1970, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paulalawigan Ordinance No
<pre>profit if the profit of the profit is the profit of t</pre>
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 Cateolated Responsive Bid in a public bidding held tast
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 for first Blight (158) calculate days, in accordance with the provisions of the Bid Opcuments, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. W. 88 Ses. 6, s. 3010
b Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications c. 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 Bulletius
j. Notice of Award of Contract and the Contractor's Conformitythereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
 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 over 15175cm Three handres 1 hinty for 1507 at Three Sundres 1707 and
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 not 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 TWO ACCION. AND MARKED THE PESOS TWO ACCION. AND MARKED THE PRIOR THE PR
- 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 Losorance 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 wir:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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 detay. 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 hereinaller 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 at the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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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 to writing 17. 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 anylall of the provision of this Agreement, the hidding documents or any agreement/undurtaking 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 set 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

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to be the same person/s who free voluntary set and deed :	o executed the forego as well as the entity th	ang instrument and at they respectively
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	for Adoption Binadi	onger & Cardona -
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	RIZAL By. REYN WITNESSES ARIAL ACKNOWLEDG A	By REYNALDO H'SAN PIA: Acting Govern WITNESSES MA. VICTORIA B. T FARIAL ACKNOWLEDGMENT Ic for and invalidation City, personally appeared the Valid ID Presented Date Valid ID Presented Date MID. PRC No. 0086686 October 16, 2022 The 12 - 12 - 12 - 12 To be the same person/s who executed the foregon free voluntary set and deed as well as the entity the fitnee (3) pages including this page wherein this is a hereto in each and every page hereof, refers to the proy. I recome vinerae chool Epilding Tol. Ply 100 Br. 1202 1201 SEAL this



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

MR, HENRY V. MASIKIP MVH CONST. AND GENERAL SERVICES Pililla, Rizal

Dear Mr. Masikip:

The attached Contract Agreement having been approved, notice is hereby given to MVH CONST. AND GENERAL SERVICES—that work may proceed on the Asphalt Overlaying/Concrete Rebtocking (portion) of Segundo Pillas St., Brgg. Punta, Julojula, Rizal effective on the day you received this Notice to Proceed.

Opon 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&

Lacknowledge receipt of this Notice on:

7-22-7020

Authorized Signature:

Name of the Representative of the Bidder:

HENRY V. MASIKIP

CONSTRUCTION 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 scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

270 (27.2), 2.10
HAN CONST. & CENERAL SERVICES 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 Plittle, Fig. 1
and office address at Plittle, Pical and herein represented by its Proprietor/President/General Manager, citizen, single/married, resident of Plittle, Pical hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pantalawigan Ordinance No
Aspheit Overlaying/Consrete Beblecking (portion) of Segunde Filles St., Brg Funta, Jalajala, Risel
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 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 hid documents, approved plans, program of works and specification in consideration of the amount of program of the amount of the amount of the amount of program of the amount
NOW, THEREFORE, for and in consideration of the foregoing promises, the parties hereto hereby agree as follows:
The whole works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bio
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely

- 21, *. 2019 a. SP Ordinance No.
- b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- c. 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
- b, Rid Security
- Addenda and Supplemental Bulletins.
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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;

Two Hallies Two Managed Seventy-Coo Thousand	CONTRACTOR the	amount of PESOS
	(P 2,271,546	
furrency, in consideration of the construction and only u	pon 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:

 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 51x Numbered Elighty-Con Thousand Four Bundred

Four Pages 4 09/100 (P 681,404.09

Philippine Currency, in the form of Ferrorustae Band as a measure of guarantee for the faithful compliance of and 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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The CONTRACTOR shift 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;
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- 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;
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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 flavor 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

Entity/Firm/Corporation		ROVINCIAL GO	OVERNMEN
	By:	thoras	
HONRY V. NASIKIP	REYNAL	DO H. SANAGA	N, 3.R., M.I
Proprietor/Macager/President	_	Acting Govern	пот}_
1.	WITNESSES	(J/	
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LOLITA BASE GUZI	MAN MA.	VICTOR A B.	TEJADA
(NOTARIAL ACKNOWLEDGM	E. Giran	
REPUBLIC OF THE PHILIPPIN	JE\$}	•	
ANTIPOLO CITY) S.Ś.		
BEFORE ME, a Notary l	Public for and in Allipsolo City, per	o. sonally appeared t	he following

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:

Aspholt Overlaying/Commune Rebiseking (portion) of Segunde Pillso St., Brgy. Punta, Jolojalo, Risel

• • •		
WITNESS MY HAND AND AND AND AND AND AND AND AND AND	D SEAL thisday e	of 191, 15 2020 al Rizal Provincial Capitol.
Duc No. <u>202</u> Page No <u>53</u>		AT PARNAMARIE L. SANTOS NOTARY PUBLIC for Augego, Binangonab & Cardone
ilonk No		PTR NOCKON RIZAL PTR NOCKON RIZAL PTR NOCKON RIZAL
		Roll of Attorneys No. 39250 SP Lifetime Member No. 016632 /Rizer MCLE Complance No.V-0007500
		Mery negl April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

MR, GERALD KENN SL 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

Improvement / Rehabilitation of E. Pillas Street (portion), Brgy. Punta, Julajala, Kizal 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 &

Lacknowledge receipt of this Notice on:

7.22.30.70

Authorized Signature:

Name of the Representative of the Bidder.

GERALD KENN SJ. BILOG

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 ACTING GOVERNOR, HON, REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and
GRB EUILDERS 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, Rizel and herein represented by its Proprietor/President/General Manager, citizen, single/married, resident of Morong, Rizel , 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. 21, 8-2019 namely:
Improvement/Rebebilitation of F. Piliss Street (cortion), Brgy. Punta, Jelajein, Rizel
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 Calcutated Responsive Bid in a public bidding held last 2020, 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 Che Hillion Eighty Seven Thousand Two Hundred These Peros 3 40/100 (p.1,037, 203, 40), Philippine Currency.
Peroz 3 40/100 (p 1,087, 201,40 _), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
Sixty-Eight (68) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21, 6, 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. 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 covelopes

- Addenda and Supplemental Bulletios
- j Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the

Roles and Regulations implementing R.A. No. 9184

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;



One Million Eighty-Seven Thousand Two Hundred Tures Peros 3 40/100 [PI,187, 203, 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;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Inches Innoversity (P. 325,161.02

Philippine Currency, in the form of **Parameter bond** as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Ducuments;

- 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 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 reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 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;
- 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 bereinafter 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 arbitraters 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

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referred thereto; The process of arbitration under the foregoing law shall be assumed part of this 19 to resort to other alternative modes of disoutes resolution.

Without prejudice to administrative sanctions that may be imposed in proper eases, 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

CKB BUILDERS	RIZ	AL PROVINCIAL GO	VERNMENT
Entity/Firm/Corporation			
y. A	By:	Pr-A	ĺ
GENALD KEIN S.J. BILOG Proprietor/Managen/President	REY	NALDO H, SAN ALA Acting Govern	N, 3, R., M, D. or &
1	WITNESSES		
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LOLIȚĂ B. DE GUZMAN		MA, VICTORIAS, I	EJADA
/ NOTAI	RIAL ACKNOWLED	GMENT	
EPUBLIC OF THE PHILIPPINES) NTIPOLO CITY) S.S			
BEFORE ME, a Notary Public for	or and in ANGANCIA	LZASonally appeared the	nc following
Name/Entity	Valid TO Presented	Date	Place
ON REYNALDO H. SANJUAN, J.R., M	D. PRC No. 0086686	October 16, 2022	Manuta
erald Kenn S.J. Belog 7	TIN NO. 196-519-32	3	

Improvement/Rebebilitation of E. Pills:	- Church (noutries) Down Weste
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	Volidantii April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

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

Rehabilitation of Feeder Road at Sitio Calasiao, 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

Governog-

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

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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 ACTING GOVERNOR, HON. REVNALDO IL SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and
	crganized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Boros, Rizoi and herein represented by its Proprietor/President/General Manager, GARAIC VILLAROMAN of legal age, Filipino citizen, single/married, resident of recess, Fizoi hereinafter referred to as the CONTRACTOR WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in parsuant of the Sangguniang Panlalawigan Ordinance No. 21, 0. 2019 namely. Rehabilitation of Feeder Road at Sitio Calasiao, Srgy. Segumbayen, Pililla,
	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 23 June 2020 , 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 Staty-Rine Thousand One lendared Misety-Right Peros 5 94/100 (P 2,469,193.94), 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 Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
Į Į	a SP Ordinance No. 21, 2. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. 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 Bulletins
₩	 j Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Confficate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184 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; i Notice of Award of Contract and in accordance to the
	3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Four Hundred Sixty-Nips Thousand One Hundred Ninety-Eight Fesos

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 anon by the Contractor:

(P 2,469,198.94), Philippiae

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to 20 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 form the form of the Party Thomas State Fifty-Ring Pages 5 66/108 (P 140.736.68)

 Philippine Currency, in the form of the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a wairanty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable wairanty 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 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 rescand 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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

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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 afternative 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 civit 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/municipality of the Province of Rizal where the infrastructure project of works is/are located.

works is/are located. IN WITHESE WHEREOF, the parties have becomes signed this Agreement this _____ day of www at Antipolo City. LARD BUTLDERS RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Bv: Ву. REPAID - VERE REYNALDO H Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. ANGONO RIZAL BEFORE ME, a Notary Public for and in Anupolo City, personally appeared the following Valid ID Presented Place Name/Entity HON, REYNALDO H. SAN JUAN, J.R., M.D. PRC No. 0086686 October 16, 2022 Manila PENATO VILLARGINA TIN 80. 119-041-448 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 dead as well as the entity that they respectively 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: Rehebilitation of Feeder Road at Sitio Calesian, Brgy. Degrabayon, Pililla, Mizel day of 15 JULATUR ANNAMARIE L. SANTOS и RAM Provide Cubio. for Angono, Binangonan & Cardona WITNESS MY HAND AND SEAL this ____ ADDIPOLA PICTOR OF A LANDON POLICE A LANDON PO alt in the PROVINCE OF RIZAL Unid December 31 202 NOTABLE ROLL NO. 19 TOC. NOTABLE RICHARDS NO. 69250 Page No. Back No. 'BP Lifetime Mamber No. 016632 (Rizal Series 20 ac MCLE Comphance No.VI-0007833 Valid onta April 14, 2022



Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

MS. MARIA TERESTUA F. PAMINTUAN MJP CONST. AND DEVT. CORP. Baras, Rizal

Dear Ms. Pamintuan:

The attached Contract Agreement having been approved, notice is hereby given to MJP CONST. AND DEVT. CORP. that work may proceed on the Concreting (portion) of Rumbo Feeder Road, 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. YNARES

Governoet

I acknowledge receipt of this Notice on:

2.52. 20.29

Authorized Signature:

Name of the Representative of the Bidder: MARIA TERESITA F. PAMINTUAN

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 scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its ACTING GOVERNOR, HON. REYNALDO B. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

mile construction & pevalorment organized and existing under the laws of the construction of the construct			
and office address at			
Proprietor/President/General Manager, eitizen, single/married, resident of CONTRACTOR WITNESSETH, That,	Berge, Riv		
WHEREAS, the PROVINCE despursuant of the Sangguniang Panlalawagas			

Concreting (portion) of Roots Fooder Bood, Szgy. Helsyboyin, Pilille, Risel

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 23 June 2020, 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 Bight Hillian Three Hundred Manty-One Thousand Chemonical Party-Pine Pages 4 12/100 (P. 4.391.143.82), 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 South Tea (72) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 21, s. 2019
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications.
 - e Construction Schedule
 - f. Request for Expression of Interest 3
 - g. Ridding Documents including all the documents/statements contained in the winning hidder/s two (2) bidding envelopes
 - b. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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 Elekt Militan Times Handred Blasty-Cas Theorem Cas Handred Ferty-Five Forces

 4 62/100 (P 6.391,165.82). 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 acreed upon by the Contractor.

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- 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. The Hillian Five Handred Seventuan Theorem Theo
- 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 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 reactes ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 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 aforemenhaned 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 bereinafter 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 conspectance of the Construction Industry Arbitration Commission to resolved shall be

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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.

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 fiquidated damages and restrution 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/numicipality of the Province of Rizal where the infrastructure project or works is/are located.

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Entity/Firm/Corporation			
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Proprietor/Manager/President	AN REY	NALDO H. SANJILA Acting Goyan	N, J.R., M.D. Port
/	WITNESSES	O	
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LOLITA R. DEGUZMA	AN QTARIAL AÇKNOWLED	ma. Victòria b. 1 Gment	TEJADA
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY) S	(S) (S.S.		
BEFORE ME, a Notary Pu	blic for and in Antipolo City,	personally appeared (he following
Name/Entity	Valid ID Presented	Date	Place
DOM: DEVOISEDO Y SAN FRANT	R., M.D. PRC No. 0086686	October 16, 2022	Manila

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 (portion) of Isabo Feeder Reed, Brgy, Melsybeyin, Pilille, Risal

WITNESS MY HAND AND SEAL this	at Rizar Province Action of ATTY ANSW MARIE L. SECUTOR
Autipolo City.	ATTY ARMEMARIE L. SANTOS
-	NO 74 RM (1.09.00)
Dec No .	för Angerio, Eligange Jain & Cardons
Page No	all in the PROVINCE OF RIZA:
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Series 20	PTR NO <u>(7数値</u>) Rive:
	Roll of Affordays Mr. (3996)
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	MCLE Compliance No.VI-0007680
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERN—that work may proceed on the

Asphalt Overlaying and Concrete Reblocking (portion) of A. Lunn St., Brgy. Quisao, Filitta, 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 さー

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Biddor:

EXCTOC VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, dely organized and existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its ACTING GOVERNOR, HON. REYNALDO IL SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

PROVINCE; and	
LARD BUILDERS	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the and office address at Baxas, E Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WHYNESSETH, That,	Republic of the Philippines, with principal place of business izal and herein represented by its RENATO VILLAROMAN of legal age, Filipino Baras, Rizal hereinafter referred to as the
WHEREAS, the PROVINCE declar pursuant of the Sangguniang Pantalawigan C	res that certain infrastructure works should be constructed in ordinance No21, 9, 2019 namely:
Asphalt Overlaying and Concrete E Quisso, Pililla, Rizal	Reblocking (portion) of A. Lune St., Brgy.

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 and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 21, s. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletius
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

 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 Two Million Four Hundred Twenty-Eight	pay the CONTRACTOR the amount of PESOS Thousand One Hundred Elgoty-Seven Pesos
& 04/100	(P 2,428,187.04), Philippine
	d only upon completion of the infrastructure works
unless otherwise agreed by the parties, subject of th	is Agreement as a contract price at the time and m the
manner prescribed by the Contract and specified in	the Bid and as agreed upon by the Contractor:

B

F.

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Bundred Trenty-Eight Thousand Four Bundred Fifty-51x Peece 6 11/100 (P **728,456.11** Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 payable by the contractor is 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 brder 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 underskes 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 bereto to agree in writing $|\psi \psi
angle$ to resort to other alternative modes of disputes resolution.

MCLE Compliance No.VI-0007883 Vasid until April 14, 2022

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anylall 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 portinent 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/mmmerpality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF	P, the parties have hereunto si I Antipolo City	igned this Agreement	this day of
LARD BUILDERS	RIZ	AL PROVINCIAL G	OVERNMENT
Entity/Firm/Corporation			
By: REMAZÓ VILLAROMAN	By:	Res	
Proprietor/Manager/President	. REY		AN, J.R., M.D. mor &
,	WITNESSES	6	
/18/	WIT. SEGSES		
LOLITA B. DE GUZM	AN	MA, VICTORINGS,	TEJADA
/ N	OTARIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY	\$.\$.		
BEFORE ME, a Notary Pr	ublic for and in Antipoto City	R1ZAU , personally appeared	the following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDÓ H. SAN JUAN, .	J.R., M.D. PRC No. 0086686	Oprofeer 16, 2022	Manila
REMATO VILLARONAM	TIN NO. 119-041-44	8	
all known to me and to me know acknowledgment that the same is the present.			
This instrument, consisting written and has been signed by the p	of three (3) pages including sarties hereto in each and every	this page wherein the	is acknowledgment is the Agreement for:
Amphelt Overlaying and Com Arisao, Pililla, Rizal	wrete Reblocking (port	ion) of A. Lame	St., Ergy.
		ALYKTA.	NNA MARIE L. SANTOS
WITNESS MY HAND AN	D SEAL thisday of	L.2. JUL ZUZU _R for A ñaca	OTARY CHEHRIDA O, E nangohan & Cargone
ATTERNOUNO, RIZAL		12 1 11 1 10 10	e PROVINCE OF RIZAL Intil December 31,259)
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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

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 Aspailtt Overlaying of San Antonio Rond, Brgg. Quisao, 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 Schodule.

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 d

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

PORFI<mark>RIO P. M</mark>INA

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duty 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 ACTING GOVERNOR, HON, REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and JEC-0² INTERMEDIAN , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business Teney, Risel and herein represented by its and office address , of legal age, Filipino POSTULIO HIS Proprietor/President/General Manager, citizen, single/married, resident of Tuney, Elzel 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. 21, 0, 2019 namely: Ampholt Overlaying of Son Amtomio Read, Brgy. Quisen, Pilille, Risal 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 23 June 2020 , 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 Deep Hillian Five Rended Interprete Light Handred Pifty-Five Passe 4 74/100 (P 3,336,853.76). 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 () calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No. 21. *. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning. bidder/s two (2) hidding envelopes h, Hid Security Addenda and Supplemental Bulletins. j. Notice of Award of Contract and the Contractor's Conformitythereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the

18

Rules and Regulations implementing R.A. No. 9184

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 Five Handred Thirty-Six Thousand Sight Handred Fifty-Five

Peece 5 74/100 (P 3.336.955.76). 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 Militen Sixty-One Thousand Fifty-Six Proce 5 73/103 (P 1,051,036.73)

Philippine Currency, in the form of **Performance Bond** as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.

- 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 iperiod;
- 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 restriction 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 siquidated damages which shall 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 reseind or terminate the contract, without prejudice to other courses of action and temedies 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:
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- II. 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 urising 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 hidding 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 Inquidated 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/municipality of the Province of Rozal where the infrastructure project or

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PORTURE NOW	REY	NALDO HASAN JUA	N, J.R., M,D.
Proprietor/Manager/President		Adidy Goven	nord.
1	WITNESSES		
		d	
LOLITA BODE CUZM	AN	MA. VICTORYAB.	TEJADA
l N	OTARIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINI	ES)	•	
ANTIPOLO CITY) 5	S.Ś.	. 7 AL	
BEFORE ME, a Notary Pe	s.s. ubbe for and in ANSpelo City	, personally appeared t	he following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H, SAN JUAN, J	I.R., M.D. PRC No. 0086686	October 36, 2022	Manta
PORFERIO NENA	TIN NO. 154-422-6	PF	
all known to me and to me know	to to be the same person's week free voluntary act and deep		

Asphalt Overleying of Sem Antenio Bood, Engy. Quiseo, Pilillo, Risol

WITNESS MY HA	ND AND SEAL thisday of Rizal provinced Capital
Antipolo City.	AND AND LANTOS
	ATTY-ANICA MARINE L. SILIV. C.
Doc No	ATT WOTARY PUBLIC
Page No. 54	for Angono, Billangonan & Carron
Book No	all in Man Records And State and Inches
Series 20_ 30 .	n An Mali⊇ (Vo. Na-Pra
	MOUE Compliance No. 9 - 500/182 - MOUE Compliance No. 9 - 500/182 - Maid until April 18 - 182
	Valid until 800 133 1345



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020.

MR. LAURO M. 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 2-Units 1-Storey Multi-Purpose Building (Health Center / Day Care Center), Brgy. Imatong, Pilitia, 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:

7.22.2020

06/23/2020 # 24

CONSTRUCTION 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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., berein referred to as the PROVINCE; and

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Pinangonen, Sizel** and herein represented by its Proprietor/President/General Manager, **IAFO H. USTAIAS** of legal age, Filipino citizen, single/married, resident of **Pinangonen, Fixel**, 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. 22, 2019 namely:

Repair/Repainting of 2 Suits 1-Stormy Multi-Purpose Mulding (Mealth Conten/ Day Core Conter), Bogy, Instance, Pililla, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to product the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bah in a public bidding held last have 2020, 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 the little bid by the little latery to thousand five limited Tearry Con Page 46/100.

(P 1,032,331,46.), Philippine Currency.

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

The whole works subject matter of this Agreement shall be completed within () calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 21, s. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- c. 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto.
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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), Philippioc
Currency, in consideration of the	ennstruction and only up		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 socieled in the Bid and as agreed upon by the Contract or:

H

 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;

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hardred Nine Thousand Seven Hardred Fifty-Rine Peace 4-41/100 (P 307,759.41)

Philippine Currency, in the form of **Parforitimes Bord** as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 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 Procorement 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 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 research or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 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;
- II. 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;
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- 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 24 Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other atternative 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 forfesture 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

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

KIT UBIADAS ODETRICITOR CORP. Entity/Firm/Corporation	ERATION REZ.	AL PROVINCIAL GO	VERNMENT
Proprector/Manager/President	By: REY	NALDO H. SANJUA Acting Govern	N. J.R., M.D. or 3–
	WITNESSES	₩	
LOLITA B.BE GUZMAN NO:	₹ FARIAL ACKNOWŁĘD	ma, victoria b. 1 Gment	TEJADA
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
REFORE ME, a Notary Publ	ic for and i ANNEP OLOCITY,	i ZMF , personally appeared th	as following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H. SAN JUAN, J.R.	, M.D. PRC No. 0086686	October 16, 2022	Manila
LAURO M. UREARAS	73F Rs. 008-410-68	•	

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 eatity that they respectively

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 3 Units 1 Storey Multi-Purpose Building (Mealth Contor/Day Care Contor), Hegys Instance, Pilille, Rissi

WITNESS MY HAND Antipolo City.	OND SEAL thisday of UL 15 2001 , at Rizal Provincial C	ZA'∟ ≧onitol
Doc No ag.2 Page No SS	ATTY ANNA MARIE L. SANITI NOTARY PUBLIC for Airgego, Binggood & Carrio	ene.
Book No Series 20 <u>Pb</u> .	all in in PARX INCOLU SE RIZA! Until December 31 <u>202</u> 1 Adm. Matter the 11-9 2	I
	PTR NO! 34609\$ Rize! Roll of Atterneya No. 69265 SE E letime Momber No. 016832 A	
	MULIE Complence No VI-00076	



Republic of the Philippines Provincial Government of Rizat

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020.

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 School Fence/Construction of School Arc & Repnir of Gate & Artesian Well at Begy. Bagumbayan & Brgy. Huto, Pititla, 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:

1 1

06/23/2020 # 25

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., Bigy. San Roque, Antipolo City, represented in this act by its ACTING GOVERNOR, HON, REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

LARD BUILDERS	, a sole proprietorship/provate corporation, duly
organized and existing under the laws of and office address at Beres, Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR WITNESSETH, That,	the Republic of the Philippines, with principal place of business N1291 and herein represented by its REPATO VILLAROMAN of legal age, Filipino Berge, Rivei hereinafter referred to as the
WHEREAS, the PROVINCE dec pursuant of the Sangguriang Paulalawigat	clares that certain infrastructure works should be constructed in ordinance No. 21, 5, 2019 namely:
Improvement ofSchool Fence/Cons	truction of School Arc & Repair of Gate & on & Brgy. Hulo, Pilille, Rizal
WHEREAS, the CONTRACTOR to undertake the above said infrastructure Bid in a public bidding held last 23 June	R, warranting that it has the financial and, technical competence works, has been declared as the Lowest Calculated Responsive 2020, has accepted and binds itself to undertake

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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 (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 21, 5. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- c. Construction Schedule
- f. Request for Expression of Interest -
- g. Hidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding cavelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- i. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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 Assessment in conformity with the province of the Contract:

this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Hundred Twenty-One Toour and Indeed Fifty-Five Pesos 5 10/100

[P721, 355.10], Philippine

Currency, in consideration of the construction and only upon completion of the infrastructure works onless 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 not promised to give any money or gilt 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 **For Rendered States.** Theorem For the form of the form of the form of the form of the faithful compliance of and compliance with his obligations under this Agreement and all

Philippine Currency, in the form of **perference find**, as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 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 resultation 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 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 rescand 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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

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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.

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, shalt 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

LARD BUELDERS	RIZ/	J, PROVINCIAL GO	VERNMENT
Breity/Firm/Corporation By: REMADO VILLABOHAN Proprietor/Manager/President	By: REY!	FALDO H. SANYIYA Accing Goyem	N, J.R., M.D.
1	WITNESSES	-	
LOLITA B. DE CUZMAN		MA. VICTORIA B. 1	rejada
(NO	TARIAL ACKNOWLED	-	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S			
BEFORE ME, a Notary Publi	ANGONO, R ic for and in Antipolo City,	LZAL personally appeared 0	he following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H. SAN JUAN, ER.	M.D. PRC No. 0086686	October 16, 2022	Manita
REMATO VILLARONAM	TIN NO. 119-041-44	ŧ	

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 School Ferre/Construction of School Art & Bayeir of Cate & Arthrigo Call at Prov. Resembation & Money, Make, #11114a, Pisal

of the text matter or neither selected at	atill mand correct water
WITNESS MY HAND AND SEA), this Antipo /ANS ONO, RTZAL Doc No254	ATTY: ANNA MARIE L. SAINTOS day of
Page No. 33 . Book No I	Adm Mailer No. 19 rooc PIR NO 19 room Rizal NO 19 room No 69250
Series 20 40.	48P Lifeling Member No. 016632 /Rizar

MCLE Compsance No.VI-0007880 Valid tinta April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Mr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to *LARD BUILDERS*—that work may proceed on the

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Eastwood Residences, Brgy. San Isidro, Rodriguez, Rizal offective 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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

C. VILLAROMAN

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 scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., berein referred to as the PROVINCE; and

nath rithing with	
LAND BUILDING	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of and office address at Parry, Right Proprietor/President/General Manager, RIGHTO 9	I the Philippines, with principal place of business and herein represented by its
citizen, single/married, resident of Boros, R. CONTRACTOR, WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certs pursuant of the Sangguniang Panlalawigan Ordinance No.	ain infrastructure works should be constructed in o. 21, v. 2019 namely:
Construction/Provision of Nech Familities Eastwood Residences, Brgy. San Isidro, Ro	(Voter, Semitation & Myglama) et drigues, Risal

Wilereas, the Contractor, warranting that it has the fluancial 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 23 June 2020, 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 the amount

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

186

- a, SP Ordinance No. 24, v. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e, Construction Schedule
- f. Request for Expression of Interest :
- 8. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- i Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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 beachy covenants to nay the CONTRACTOR the amount	οť	PESOS
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount One Hillies Six Barded Sixty-Five Thousand Fifty-Five Regoe & 72/10	Λ-	
Ann thruton has all made drive. The True Triedlike it it follows Yallow it INTA	~	

(P 1,665,055,72), 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 oreseribed by the Contract and specified in the Bid and as agreed upon by the Contractor:



V

- 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 thindred Kinety-Rise Toquesed Five Burdend Sixteen Pages 3 71/100

 Philippine Currency, in the form of Parformance Bond as a measure of gustantee for the faithful compliance of and 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;
- 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 payable by the contractor in case of breach thereof. For the procorement 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 resaind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welface 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;
- I4. CONTRACTOR underakes 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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

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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 2ω 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 anylall 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 hable 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

LARD BUILDERS	RIZ	AL PROVINCIAL GO	VERNMENT
Entity/Firm/Corporation		•	
Ву:	Ву:	10	
RENDED VILLAROMAN	REY	NALDO H, SARAJUA	N, J.R., M.D.
Proprietor/Manager/President	_	Acting (ipyen	
ho)	WITNESSES		
LOLITA B. DE CUZN	IAN	ма, уісторна, в.	rejaďa
/	NOTARIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY)	S.S.		
BEFORE ME, a Notary E	Public for said in Angono, P	, personally appeared t	he following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H. SAN JUAN,	J.R., M.D. PRC No. 0086686	October 16, 2022	Manila
RENATO VILLANCHAN	TIN NO. 119-041-440	}	

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 Much Femilities (Water, Samitation & Hygiene) at Eastwood Residences, Bogy. Sem Isides, Bedrigues, Risel

	day of 75 JUL 2001Y ANNIA MARIE L SANTOS
WITNESS MY HAND AND SEAU (his	The state of the s
AntipolAGIGONO, RIZAL	fer Angron, Binangonan & Cardonal
	40 in the PROVINCE OF RIZAL
Doc No. 257 -	Until December 31,2001
ege No. 52	Adm. Matter No 19 - 20 C
book No.	NOTARY 9 TO NO. 12 TO PRIZE
Series 20 29	Roll of Attorneys No. 69257
SETIES 20_44	IBP Lifetime Mamber No. 016637 /R/s
	MCLE Comphance No.VI-003788*
	Valid until Apal 14, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

20 July, 2020.

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

Construction of Ynares Stage & Improvement of Ynares Multi-Purpose Covered Court at Southville 8C Phase 1K, Kasiglahan Village, Brgy. San Jose, Rodriguez, Bital 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 &-

Lacknowledge receipt of this Notice on:

7.22.2020

Authorized Signature:

Name of the Representative of the Bidder:

GERALIFKENN SJ. BILOG

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 scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its ACTING GOVERNOR, HON. REVNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and
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 Hereag, Right, and herein represented by its Proprietor/President/General Manager, CPALD KIPS S. J. SHOO, of legal age, Filipino citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paulalawigan Ordinance No. 22, x. 2019 namely:
Construction of Ymares Stage & Improvement of Ymares Gulti-Purpose Covered Court at Southville SC Phase iK, Kasiglahan Village, Bogy. Sec Juse, Rodrigues, 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 tast 23 hane 2020 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 the little Seven handred Eighty-Three Thousand One Handred Twenty-Rine Perce 4 58/100 (P 1,783,129.58), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:
a. SP Ordinance No 21, s. 2019
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Drawing, 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 covelopes
h. Bid Security
i. Addenda and Supplemental Bulletins
 Notice of Award of Contract and the Contractor's Conformitythereto
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
 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 bereby covenants to pay the CONTRACTOR the amount of PESOS Coe railfion Seven Fundred kighty-Three Thousand Care Tracticed Eventy-Nine
Percy 5 36/100 (PI,763,124.58), 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:
manner prescripen by the contract and Miccinguite in the Diu and as aveca than by the Condactor.

- 4. The CONTRACTOR warrants that he has not given not 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 horder Thirty-Four Thousand litine !Amdred his cy-Etget Peros 3.87/160 (P534, 934.97)

 Philippine Currency, in the form of his properties horder as a measure of guarantee for the faithful compliance of and 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;
- 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 embedied 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 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 Fintity may rescand 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:
- 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 projudice, however to any mutual agreement of the parties hereto to agree in writing 27 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WITEREOF, the parties have becounts signed this Agreement this day of 2020 at Aptipolo City. RIZAL PROVINCIAL GOVERNMENT ak turtaks<u>s</u> Entity/Firm/Corporation By. By: Proprietor/Manager/President Actino WITNESSES MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid JD Presented Date Place HON, REYNALDO H. SAN JUAN, J.R., M.D. PRC No. 0086686 October 16, 2022 Manila GERALD KERN S.J. RELOG 730 .0. 196-519-323 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 Ymeres Stage 3 Improvement of incres tulti-Furpose Covered Count at Southville SC Phase IK, Kesiglaban Village, Brgy. Sen Jose, Rodriguez, Rizal

WITNESS MY HAND AND SEAL this Anti ANGONO , RIZAL	day of 5 JUL 2021 HERWIN PROVINCE OF Page 1 to a Single Provin
One No. <u>25</u>	atin the resource 31. Unit December 31. Adm Matter No L

One No. 25 | Page No 52 | Series 2020 |

Adm (Szept) Rizal

NOTARY PUBLICS No. 69250

Roll of American No. 016632 (R.c.)

BD Lifetime Number No. 016632 (R.c.)

MOLE Comphance No. V1-0007831

Void until April 14, 2077

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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

20 July, 2020.

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 2-storey, 8-rooms Ynares School Building at Patils

Elementary School, Brgy. Malanday, San Maten, 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 2

I acknowledge receipt of this Notice on:

7.22 2020

Authorized Signature:

Name of the Representative of the Bidder:

SLONEY B. SORIANO

CONSTRUCTION AGREEMENT 25

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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and

S.B. SORIANO CONSTRUCTION	a solo proprietorship/private corporation, duly
organized and existing under the laws of the Republi	
and office address at Morong, Rigal	, and herein represented by its
Proprietor/President/General Manager, SIDM	Y SORIANO, of legal age, Filipino
citizen, single/married, resident of Mores	e. 11201, 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. **RFSB Rec. No. 6, 8, 2019** namely:

Construction of 2-storey, 8 rooms Yndres School Building at Patils Elementary School, Brgy, Halanday, San Hatso, Risel

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 Handred Tenty** (**240**) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely.
 - a, SP Ordinance No. RPSh Res. No. 6, c. 2019
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Drawing, 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 Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitythereto
 - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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

 Rieven Million Six Handred Seventeen Thousand Six Handred Forty-Eight Pesos

 8 72/100 (P 11,617,649.72). 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.

146

- 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 Hillen Pour Handred Eighty-Five Three Agreement (P.3,445, 294,62).

 Philippine Currency, in the form of Performance Find as a measure of guarantee for the faithful compliance of and 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 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 rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 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 poor 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 demages 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 and 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this 28' Agreement, without prejudice, however to any mutual agreement of the parties bereto 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 s the appropriate court of the city/municip works is/are located.			
IN WITNESS WHEREOF, the	parties have hereunto si noto City.	igned this Agreement th	tis day of
S.B. SCRIANO CONFERENCESCON Entity/Firm/Corporation	, RIZ.	AL PROVINCIAL GO	VERNMENT
By:	By;	Pand	
STARRY SCRIANO	PEV	NALDO H. SANJA	N, J.R., M.D.
Proprietor/Manager/President	KD1	Acting Guye/n	01. * —
12/	WITNESSES	9	
LOLITA B/NE GIZMAN		MA. VICTORIA B. T	EJADA
NOTAL	RIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.		·	
BEFORE ME, a Notary Public (or and in Antipole City.	, personally appeared th	c following .
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H. SAN JUAN, J.R., M	.D. PRC No. 0086686	October 16, 2022	Manila
SIDNET SCRIANO	TIN NO. 233-607-2	69	
all known to me and to me known to be acknowledgment that the same is their fre present.			
This instrument, consisting of the written and has been signed by the parties			
Construction of 2-storey, 4 re School, Brgy. Helonday, Son No.		Brilding at Patis	is Riementary
WITNESS MY HAND AND SEA Antipolo City.	.l. thisday of	10T 14, 5050 at 1252	I Bernica Capitol
Doc No 190 Page No. 17 Book No. 1		ېن ۱۱ مې NOTARY PU	MOTOR CONTRACTOR NO. 10. 10. 10.
Sories 20_14.		:27	RING WAR Street

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MOLE Compliance (co.7), 900768. Nedigi (instruction 14, 202.)



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

MS. MARIA LOIDA C. NOCON SAN RAFAEL BUILDERS Rodriguez, Rizal

Dear Ms. Nocon:

The attached Contract Agreement having been approved, notice is hereby given to SAN RAFAEL BUILDERS—that work may proceed on the Construction of 4-storey, 8-rooms Vnares School Bldg. at Wawa Elem. Sch., Brgy. Wawa, Tunay, 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 🕁

Lacknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

7.22 7020

CONSTRUCTION AGREEMENT 29

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The Pi	ROVINCL	AL GOVE	RNMEN	T OF RI	ZAL, al	local gove	mment u	nit, duly orga	mized and
existing under	Republic	Act No.	7160, w	ith seat	of gave	mment at	the Riz	al Provincia	 Capitol,
Circumferentia	d Road con	nor P. Oliv	eres St.,	Brgy, Sa	n Roque,	Antinolo	City, rep	presented in t	his act by
its ACTING (COVERNO	DR, HON.	REYNA	LDO H.	SAN JU	JAN, JR.,	$M_{*}D_{*}$ h	erein referred	l to as the
PROVINCE;	and								

		san ka	FAST.	BUILD	723		_ , a	sole proj	priete	orship/p:	rivate coη	tieroc	од, (duly
organized	d and o	zisting 1	рыфст	the Jay	s of t	e Repub	hic of th	c Philipp	ınıs,	with pri	incipal pla recessor	cc of	busi	n es s
and of	lics -	address	ar		***	M, NI	TL	يقيد جيـــ	ndi.	herein	represent of Iceal	ted	Ьy	ilΣ
Proprieto	r/Presi	dent/Ga	nerai	Manag					271		of legal	age.	Filip	onic
ertizen,	single	/mamied	l, res	ident	of]	Poder Liv	me, H	30)	hea	cinafter	referred	10	25	the
CONTR														

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggoriang Panlalawigan Ordinance No. 1255 Nov. 6, 8, 2019 namely:

Construction of 4-storey, 8 rooms Ymeros Sebool Suilding at Name Elementary School, Srgy. Name, Teney, Ricel

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 tast 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

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

The whole works subject matter of this Agreement shall be completed within Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 2755 Ees. No. 6, s. 2019
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications.
- 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
- b. Bid Security
- i. Addenda and Supplemental Hulletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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;

Sevention willion Rise Business to pay the CONTRACTOR the amount of P	ESOS
(P 17, 910,009. 76), Phil	ippino
Currency, in consideration of the construction and only upon completion of the infrastructure	
unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and	in the
manner are underliked by the Contract and manified in the Pull and ac agreed upon by the Contractor	

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- 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 Hillion Torse Hundred Seventy-Three

 Thousand Two Pesos & 93/100

 Philippine Currency, in the form of faithful compliance of and compliance with his obligations under this Agreement and all popers/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 us 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 payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated dainages 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 rescand or terminate the contract, without prejudice to other courses of aution and remedies available under the circumstances."

- 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 toxes in fiell and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONFRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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

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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 29 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 anylall 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 cit works is/are located.	y/municipality of the Province of	Rizal Where the infra	structure project or
IN WITNESS WHERI	EOF, the parties have hereunto si _ at Antipolo City.	gned this Agreement t	uisday of
SAN RAFARL PUTE PERS Entity/Firm/Corporation		AL PROVINCIAL GO	VERNMENT
Proprietor/Manager/Presider		NALDO H. SAYN FUA Acting Govern	N, J.R., M.D. のピ
/	WHNESSES	\checkmark	
/1	,	<i></i>	
LOLITA H DE EU	ZMAN	MA, VICTORIA B. T	EJADA
(NOTARIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPP ANTIPOLO CITY	INES) () S.S.		
BEFORE ME, a Notar	y Public for and in Antipolo City,	personally appeared the	ic following
Name/Entity	Valid ID Presented	Date	Place
HON, REYNALDO H, SAN JUA	N, J.R., M.D. PRC No. 0086686	October 16, 2022	Manila
HARTA LOIDA C. NOCON	TIN HO <u>. 910-996-3</u> 10	·	
	nown to be the same person/s will is their free voluntary act and deed		
	ting of three (3) pages including he parties hereto in each and every		
			_

Construction of 4-storey, 5 reems Years School Building at News Elementary School, Brgy. Were, Tenry, Risal

, ,	
WITNESS MY HAND AND SEAL this Antipolo City.	day of SIL 75 7020 at Rizal Projector Capitol, ATTY AND MARIE L. SOUTON
Doc No. 276 Page No. 37 Book No. 1	for Angeno, Financia, Angila Gardons all in the Proof Financial RiZAI NOTARY PORTION AND PLACE Apply Michigan No. PLACE
Scries 20 <u>74</u> .	PTR NC (列 鄉): Rital Reil of Attorwere No. 39250 IBP Lifehme Meinber iver 0166397813 MCLE Compliance No.VI-0037691 Vol.d un.8 April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

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

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Bagumbayan Elem.School, Brgy. Bagumbayan, Teresa, Rizal offective 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

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

GERALDSKENN SJ. BILOG

CONSTRUCTION AGREEMENT 36

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 ACTING GOVERNOR, HON. REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggunuang Parlalawigan Ordinance No. <u>21, 2, 2022</u> namely;
o outsigned Alegari including the Profilicies (Matur, Sand tetion & Pyajene) st a complete despirately scorps, outside mossingman, profiles
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 Calenlated Responsive Bid in a public bidding held last $-23 \frac{1}{2} \cdot \cdots \cdot 2 \frac{1}{2}$
I. The whole works subject matter of this Agreement shall be completed within 31x1 - 5 m
a. SP Ordinance No

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 to have provided from the following force of the following following force of the following Currency, in consideration of the construction and only upon completion of the infrastructure works uniess 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.

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two itendred Fifty-Two Thousand Con Itendred
Thirty-Five Pages & 07/100 (P 252, 135.07 Philippine Currency, in the form of Parfernmente Bond as a measure of guarantee for the faithful compliance of and 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 fiquidated 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 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."

- 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 30to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sauctions 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 portinent 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/municipality of the Province of Rizal where the infrastructure project or

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Entity/Firm/Corporation	KIZAL	PROVINCIAL GO	VEKRMERI
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Proprietor/Manager/President	1001111	Acting Govern	101 P
	WITNESSES	<i>W</i>	
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REPUBLIC OF THE PHILIPPINGS) ANTIPOLO CITY) S.S.		•	
BEFORE ME, a Notary Public	e for and i ANIM polo City, pe	AL rsonally appeared t	he following
Name/Entity	Valid JD Presented	Date	Place
HON, REYNALDO H. SAN JUAN, J.R.,	M.D. PRC No. 0086686 C	October 16, 2022	Manila
Service s.J. ATLOG	3:0000 190-019-348		
all known to me and to me known to acknowledgment that the same is their present.	be the same person/s who		

written and has been signed by the parties hereto in each and every page bereof, refers to the Agreement for:

c. Phil Etter/Provision on West recipities (Never, Samitetton & Hygione) at ay angsa "lummatary School, bryy. Daywooyen, Tervan, Rizal

WITNESS MY HAND AND SEAL this	day of <u>jill i ij 2020</u> , angono, R1ZAL
Antipolo City.	
	ATTY ANNA MARIEL SANTOS
Dos No. 243	NO WARY PUBLIC for Angeno, Binangorian & Cardons
Page No	HOT ARBEPRODENCE OF RIZA
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MCLE Comptance No.VI-000753 Valid tintii April 14, 2023



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 July, 2020

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 Asphalt Overlaying of L. Cerrero St., Brgy. Macanut, Binanganan, 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 a

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder;

06/23/2020 # 31

CONSTRUCTION AGREEMENT 3/

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 an existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito	ıd٠
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act &	
its ACTING GOVERNOR, HON, REYNALDO H. SAN JUAN, JR., M.D., herein referred to as the	ıç
PROVINCE; and	
July-ú ² ZúlfsaPRISES a sole proprietorship/private compration, dui	
forganized and existing under the laws of the Republic of the Philippines, with principal place of business	98
\int and office address at <u>Taney, $\kappa_1 \otimes 1$</u> , and herein represented by i	ß
/and office address at	10
CONTRACTOR WITNESSETH, That,	æ
CONTRACTOR WITHESSETT, TIRE,	
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed:	in
pursuant of the Sangguniang Panlalawigan Ordinance No. ": : : :	
pursuant of the Sanggeniang Panlalawigan Ordinance No. 2011. 1011 The Panlalawigan Ordinance No. 2011. 1011 The Panlalawigan Ordinance No. 2011. 1011 The Panlalawigan Ordinance No. 2011. 1011. 1011. 1011. 1011. 1011. 1011.	
Asphalt (Veclaying of i. George St., legy, Macanot, Simmagonen, Risel	
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 $\frac{2\Delta_1 + 2\Delta_2 + 2\Delta_3}{2} = \frac{2}{2}$, has accepted and binds itself to undertake	ıε
the construction and completion of the above said infrastructure works strictly in accordance with the	(G
following standards set forth in the bid documents, approved plans, program of works and specification	
consideration of the amount of root vallion root totales, approved plans, programme works and specification	"
Fundred Minety-Six Pesos & 02/100 (P 4,455,256.02), Philippine Currency	
The state of the s	•
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here	to
hereby agree as follows:	
,	
1. The whole works subject matter of this Agreement shall be completed with	in
Thirty-Tvo (34) calendar days, in accordance with the provisions of the B	_
 Documents, Approved Plans, Program of Works and Specifications and supporting/related document 	id
Documents, Approved Plans, Program of Works and Specifications and supporting/related documen which are integrated herewith and incorporated herein by way of reference, namely:	id
which are integrated herewith and incorporated borein by way of reference, namely:	id
which are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No. <u>DLLC Region</u> IV-A Timest Fund	id
which are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No. <u>DLEC Region</u> IV-2. These Fored b. Certificate of Availability of Funds	id
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3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Militon Four fundred Fifty-Five houseast two function interped kinety-Six Pesos & ...

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:

(P4,457,256,02), Philippine

this Agreement in conformity with the province of the Contract;

02/100

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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 PESOSOne 17111100 Three Handred Toltty-Six Thousand Five thandred Fighty-Eight Pesos 5 07/100 (P1,330,558.34) (P 1,330,558.34 Philippine Corrency, in the form of rentormence Force as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and att 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 Progurement 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 Equidated damages which shall payable by the contractor in case of breach diereof. 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 reacties 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."

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- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 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;
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- 1. July 1. J	RIZAL F	ROVINCIAL GO	VERNMENT
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Proprietor/Manager/Preside		Acting Galeer	Spir &
_	WITNESSES	(J2)	
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[NOTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPP	INES)	•	
ANTIPOLO CITY) S.Ś.	3	
BEFORE ME, a Notar	y Public for and in Aligono, R1ZA	onally appeared t	he following
Name/Entity	Valid ID Presented	Date	Place
RON, REYNALDO H, SAN JUA	N, J.R., M.D. PRC No. 0086686 Oc	jober 16, 2022	Manila
BOUTHREE MAN	<u> 156 39, 156-622-622</u>		
	nown to be the same person's who e is their free voluntary act and deed as v		
This instrument, consis	ung of three (3) pages including this		
written and has been signed by t	he parties bereto in each and every page	hereot, refers to th	ne Agrecinent ior:

Antipoto City.

-54

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ATTY, ANKA MARIE L. SANTOS

for Angono, Bisangonan & Cardona

all in the GRARY NUBBLECRIZAL

Rell of Altoneys No. 39250 IBP Lifetime Weitber No. 016632 /Rize MCLE Compliance No.VI-8007860 Vetic Unit April 14, 2022

Unil December 31, 3021 Adm Waller No. 19 - 000 PTR NUID-1009C Rizal