

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Dear Ms. Marron:

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

L.L. MARRON CONST. AND TRADING that work may proceed on the

Repair/Repainting of Ynares Multi-Purpose Covered Court, Multi-Purpose Bldg. &

Perimeter Fence and Upgrading of Electrical System at Brgy. Mahabang Parang, Angono, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A WNARES

Governor&

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

8:23.7×71

LAURA L. MARRON

KNOW ALL MEN BY THESE PRESENTS

This AGREEMENT mode and entered	and by and between	
existing under Republic Act No. 7160, with Consumbration Road comme P. Oliverus St.	T OF REEAL, a local government unit, duly organ the unit of government at the Rizal Previncial Brigy San Roune, Antipolo City, represented in the NES, herein referred to an the PROVINCE; and	Copital as act by
AND THE RESERVE OF THE PARTY OF	ding a sule proprietoride provide corporate corporate landing of the Philippines, with principal place of Rise) and bernin represented against the North Corporate to the content of legal against the content of the co	business by it
CONTRACTOR, WITNESSELL, That,		
WHEREAS, the PROVINCE declared pressure of the SangparingParishment of the SangparingP	that certain infrestructure works should be constituence No. Ord., 14, 8, 2021 name	rocted is efy:
	Maltipurpose Covered Court, Heltipur, ng of Bloctrical System at Brgy, Mahal	
WHEREAS, the CONTRACTOR, wa	eranting that it has the financial and, technical cu hs, has been declared as the Lowest Calculated Ra	mpetenci
Bid in a public bidding held last 7017 196	2021 has accepted and bands itself to a said inflastructure works strictly in accordance	mderisk
following standards set furth so the bid focusion consideration of the summer of Bight Re-	ents, separated plans, progress of works and specific actived. Team ty. 512: Themsend Live Handrad (P 826, 562, 14). Philippine Co	eshou s Laty
	esideration of the furgions premises, the partic	1,3442
hereby agree as follows:		
Perty Pive (No.) (M.	the of this Agreement shall be completed ender days, in accordance with the provisions of	the Bie
Decimients, Approved Plant, Program of Wi which are integrated between and incorporate	orter and Specifications and supporting/related di Lincoln by way of reference, money:	Berning all
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 Cartificate of Availability of Ponds Scope/Program of Work and Details 	d Petronale	
d Drawing, Plans and Specifications 2. Construction Schoolide		
I Request for Repression of Interest g. Bidding Documents and others all &	e decimant (statement in the mining	
hidder's two (2) tolding envelopes to Bid Security		
i. Additional and Supplemental Bulliotins (Notice of Award of Contract and the		
	icate of Cash Deposit rewed in accordance to the	
2. In constantion of the payment to	be made by the PROVINCE to the CONTRACT	TOR, 🖦
latter haveby coverants with the PROVINCE to this Agreement in confinintly with the province	s construct and complete the infrastructure works s	object of
3. The PROVINCE bareby covered	its in pay the CONTRACTOR the sension of	
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Convency, in consideration of the construction and only upon completion of the infractionine works unless otherwise agreed by the parties, subject of this Agreements a comment price at the time and in the matter properties 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 \
 nzy 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 Forty Seven Thomsand Rine Rundred

 State Eight Passes and 64/100 (P 247, 968, 64)

 Philippine Currency, in the form of Parformance 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 gnarantee performance of his responsibilities in case of "Structural Defects and Faikeres" 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 Eastity 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 stumped 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 protestion under the foregoing law shall be assumed part of this. Agreement, without projectice, however to any mathed agreement of the parties hereto to agree an exiting to resent to office alternative modes of disputes resolution.

Without prejudice to administrative sanctimes that may be imposed in proper cases, a violation by the CONTRACTOR of any-all air the provision of this Agreement, the hidding documents or any agreement/undatabling prior or subsequent to the execution of this Agreement as well as any of the partition provisions of Republic Act Na. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR habte for rivil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the factioners in favor of the government of any unwarranted banefit derived from the act or acts in question or both at the discretion of the Courts.

Junishician over civil cases or said out of the implementation of this Agreement, shall belong to the appropriate court of the city/americapolity of the Province of Read where the influstracture project or works is/are located.

IN WITHESS WHEREOF, &	e parties have bereauto signed this Agreement this day of
Leks Harron Const. and Tree Estity/Firm/Corporation	
My African	B ₂ : 6
Proprieto/Henry to/Provident	REBECCA A. YNARES GOVERNOR
CINA L'ANGRMA	MA. VICTORIA B. TEJADA

NOTABIAL ACKNOWLEDGMENT

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BEFORE ME, a Notary Patric for and in Artipulo City, personally appeared the full owing

Nation/Patrity		Valid ID Presented	Date	Place
HON RESECCA A. YNARES		Pasaport No. P8239281A An	greet 5, 2028	Manila
Laura L. Marron	Bartu alah bar	236-059-376		
all leaster to one and to use lea	over to	be the same person's who execu	ed the forego	ing instrument and
acknowledgment that the same is	: Hater fi	toe voluntary act and deed as soil .	is the assiste the	at they remechant

Present

This instrument, countries of dree (1) pages including this page wherein this acknowledgment is million and has been regard by the parties limits in each and every page histoid, calles to the Agreement for:

Repair/Repainting of Theres Heltisurpose Govered Court, Hultisurpose Eldg. & Perimeter Fence and Opgrading of Electrical System at Brgy, Habsbong Pareng, Angono, Risal

WITNESS MY HAND AND SRAL this	day of AU6 2 0 20	AT PRANTO
HECHO PLIZAL		NOTARY PUBLIC
Dec 16. A.S	er e	for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL
		Until December 31. 20 31

Parge Mo. (8
Rocal: No. 3
Series 20 <u>2</u>

NOTARY BINAGE. Matter No. 1976
PTR NO. 1977
PTR NO. 1977
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No.VI-0007883
Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 Asphalt Overlaying/Concrete Reblocking(portlon) of Dalandan St., Phase III, Brgy. San Roque, Angono, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

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07/19/2021 # 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Tand Bullians	_, 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	, and herein represented by its
Proprietor/President/ General Manager,	of legal age, Filipino
citizen, single/married, resident of	, hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,	

Aughalt Openlaying/Statistic Robinshing (pertion) of Inlandon St., Phone St., Report St., Report August, March

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 accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 44 . 2021
 - 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 Bulletins
 - Notice of Award of Contract and the Contractor's Conformity thereto
- 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

 Contract 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 Four Bundred Fighty Wine Thousand Wine Fundred Themty Light Passes and 01/100

 Philippine Currency, in the form of Parformance 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 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."

- 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;
- i1. 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 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	RIZAL PI	ROVINCIAL GOVE	RNMENT
By:	Ву:	8	
Proprietor/Manager/President	Ŕ	EBECCA A. YNAF	UES
· dh-	WITNESSES -	·	
GINA A ANORMA	MA. VICT	ORIA B. TEJADA	
NOT	ARIAL ACKNOWLEDGN	MENT	-
REPUBLIC OF THE PHILIPPINES) NGONO, RIZA			
BEFORE ME, a Notary Publi	ic for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Pessport No. P8239281A	August 5, 2028	Manila
Transfer V412 commun			

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This instrument, consisting of three (3) pag written and has been signed by the parties hereto in ea	ges including this page wherein this acknowledgment is ach and every page hereof, refers to the Agreement for:
Asphalt/Onucleping/Sunsyste 2 t 111, bryte fon Begon, Aspino, "I	Conting (portion) of Dalamina Ship Photo Link
WITNESS MY HAND AND SEAL this	day of AUS 2 8 2021 at Attail Tropiscus AMARIE L. SANTOS for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL Until December 31, 22 Adm. Matter No. / 44 NOTARY PUBLICTR NO. / 1007/6; Rizat Rott of Attorneys No. 69250 IBP Lifetime Member No. 016632 /Rizat MCLE Compliance No.VI-0007883



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to
L.L. MARRON CONSTRUCTION & TRADING that work may proceed on the
Construction of Roadway Lightings at Sitio Paopawan, Brgy. San Salvador, 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

Governora-

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

8. 29. JOH

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Lab. Marrow Countrastion and Trading	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic	of the Philippines, with principal place of business
and office address at Massachus Mani	and herein represented by its
Proprietor/President/ General Manager,	of legal age, Filipino
citizen, single/married, resident of	
CONTRACTOR. WITNESSETH, That,	
WHEREAS, the PROVINCE declares that ce	rtain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinance	No. sa namely:

Construction of Roading Lightings at Sitis Pasymone, Regy. San Salvadar Sapes, Rival

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 the Burdend Results (429) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 14. 2. 2021
 - 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 Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 **Total Contract Representation 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 Three Hillian Fear Europe Theorem Theorem Con Bandred Bighty Five Person and 66/100 (P3,414,185,06) Philippine Currency, in the form of Performance Ford 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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"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;
- 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 erising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be





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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

IN WITNESS WHEREOF, the parties he AUS 2 I 2021	ave hereunto signed this Agreement this	day of
Auto Marron Construction and Freding	RIZAL PROVINCIAL GOVERNMENT	
Entity/Firm/Corporation		
By: Af Marin	By:	
Laura L. Marron	REBECCA A. YNARES	
Proprietor/Manager/President	Governor	
WI	TNESSES -	
GINAZI ANORMA	MA. VICTORIA B. TEJADA	

REPUBLIC OF THE PHILIPPINES) ANGUND PETZAL) S.S.

Name/Entity

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

Valid ID Presented Date Place HON. REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manile

	Laure L. Herren 236-499-376
	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:
	Senstruction of Booker Lightings at Sittle Property. Brayers Sen Salvador Marco, Mani ATTY ANNA MARIE L. SANTOS NOTARY PUBLIC
Ā	WITNESS MY HAND AND SEAL thisday of AUG 78 2021 , at propagation in the PROVINCE OF RIZAL Until December 31 3031
٠.	Adm. Matter No. L3700 Page No. 19 Book No. 3 NOTABY Published Member No. 016632 /Rizai Series 20 23 MCLE Compllance No.VI-0007683 Vaild until April 14, 2022
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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

20 August, 2021

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 & Hygiene)
at Sapang Elem. School, Brgv. Sapang, 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:

& 59 JON

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS



This AGREEMENT made and entered into by and between:

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

Elt Bising Contraction Compountion	a sole proprie	ctorship/priva	яте согроватк	an, auty
organized and existing under the laws of the Republic	of the Philippin	es, with princ	cipal place of	business
Organized and existing direct the tawa of the Aspertu	L seri	vi herein	represented	by its
and office address at Managonette Minn			, of legal age,	Filmino
Proprietor/President/ General Manager, League No.			referred to	on the
citizen, single/married, resident of	<u> </u>	, bereinaner	referred to	92 mc
CONTRACTOR, WITNESSETH, That,				
CONTRACTOR, WITHINGS III, 1124				

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 2000 0 600 to 2000

Complemention/Provinces of Wash Postition (Vator, Senitation & Systems) at Regard These Schools Begys Reports Managements Richl

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 , has accepted and binds itself to undertake Bid in a public bidding held last Fully 49, 2024 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 Million two limited Party Thousand These bundsed 1.20 (357.73), Philippine Currency. Fifty Seres Paves and 73/400

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 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. SPAS # 6. 04 3530

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
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 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 pa	the CONTRACTOR the amount of PESOS
70/46	(P Philippine
Currency, in consideration of the construction and on	ly upon completion of the infrastructure works
unless otherwise agreed by the parties, subject of this A manner prescribed by the Contract and specified in the I	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;

Philippine Currency, in the form of Perfectance 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 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 Anditing 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 Consuking 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;
- The CONTRACTOR shall assume all the risk in connection with the completion of the afterementioned 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 only 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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Alteria Co. Company

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any author agreement of the parties hereto to agree in writing 4 to resort to other alternative modes of disputes resolution.

Without prejudica to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of suy/all of the provision of this Agreement, the bidding documents or may agreement/mediataking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its laughensesting Rules and Regulations, sixti make the CONTRACTOR hable for civil liability or damages, which may either consist of liquidated damages and resistances for the damages done of the flurishors in favor of the government of any personnected benefit derived from the act or acts in question or both at the discretion of the Courts.

Junisdiction over civil cases or sait 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 beceured signed this Agreement this at Annaelo City.

Mit Whinday Consts Codes

RIZAL PROVINCIAL GOVERNMENT

Entry/Firm/Corporation

By.

Laure X. Whise

By

REBECCA A. YNARES

Governor &

WIINESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILE ANTIPORNIGHNO, RIZZ

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

Name/Entity

Valid ID Presented

Piece

HON RESECCA A. YNARES

Pessoort No. P\$239281A

August 5, 2028

Manila

Lauro No Unicion

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 vehiclery act and dead as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this arknowledgment is weither and less been signed by the posties breeto su each and every page hereof, refers to the Agreement for:

Constitution/President of wash Incilities (Vator, Semilation & Myslens) at Separa Flore School, Bries Separa, Missagenes, Missage

ANNA MARIE L. SANTOS NOTARY PUBLIC

WITHESS MY HAND AND SEAL this 415 20 mp of AMPO ANEONO, RIZAL

for Angeng, Binangonal & Cardona Until December 31,291

PTR NO. 13-000

Doc No. Page No. Senes 20 1\

Roll of Attorneys No. 69250 MCLE Compliance No.VI-0007883 Valid until April 14, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

20 August, 2021

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
Improvement of Roads at Brgy. Bangad, 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,

b

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

8.23 DOM

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 GOVERNOR, HON. REBECCA A. YNARES, 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 Name 1 , and herein represented by its Proprietor/President/ General Manager, Great Keep 3 , of legal age, Filipino citizen, single/married, resident of Name 2 , Manager , 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
Ingentement of Boule at Regy, Dingel, Mineagenes, Hank
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
#2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No
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 Conformity thereto
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 RElition Plant R adved Tology One Thinness Since Penns and 19/100 (P 4.534.000.19), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor, \

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Mandred Forty Size Theorems Theorem
- 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 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 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.

GG Brilders	RIZAL PR	ROVINCIAL GOVE	RNMENT				
Entity/Firm/Corporation		0					
By:	Ву:	Ву:					
Gereld The Sie Mine	, R	EBECCA A. YNAR	ES				
Proprietor/Manager/President	1	o Governor					
Hr.	witnesses -	24-					
GINA A ANORMA	MA. VICTORIA B. TEJADA						
NO	TARIAL ACKNOWLEDGN	AENT					
REPUBLIC OF THE PHILIPPINES)							
NGCNO-9-FZAL)s.ś							
BEFORE ME, a Notary Publ	ic for and in Antipolo City, pe	ersonally appeared th	e following				
Name/Entity	Valid ID Presented	Date	Place				
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila				
Spould Heat &! Billion	486.545.398						

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

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

Improvement of Reads at Brane Bangad, Rinargemen, Rival

WITNESS MY HAND AND SEAL this	day of AUG Z I AUG YAMAN THANKIS ILC. SAAFTOS
ANGOLOGIA, ANGOLOGIA	for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL
Page No. 27 Book No. 3	NOTARY PARMS Matter No.
Series 20 1/2.	Rott of Attorneys No. 59250
	IBP Lifetime Member No. 016632 /Riza MCLE Compliance No.VI-0007663 Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 Construction of Roadway Lightings at Brgy. Janosa, Brgy. Pag-Asa, Brgy. Kinagatan, Brgy. Pantok and Brgy. Mambog, 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:

823 201

JUAN PAOLO MAGUEL E. MANLAPIT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Le Buschie Ace Development Corpe

, 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 Paris City

, and herein represented by its Proprietor/President/ General Manager, Filipino citizen, single/married, resident of Paris City

, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

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

Senstruction of Boodswy Lightings at Bryy, Janosa, Bryy, P. g-Ass., Bryy, Kimenton, Bogy, Pantok and Bryy, Hosbog, Minagement Rical

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 Case Renderd 71fty (150) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 14, 8, 2021
 - 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 Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eleven Million Eight Endred Five Thousand Four Handred Fifty Five Pesos

 and 73/100 (P 11-205-455-75), 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;

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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 Rillies Five Rendred Forty Case Thomasses.

 Six Emerged Thirty Six Peace and 72/163 (P 3.541.636.72)

 Philippine Currency, in the form of Parformance 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;

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



44

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.

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Entity/Rirm/Corporation			
by:	Ву:	R	
Jun Pagle Mignel V. Naml	mpis R	EBECCA A. YNAB	ES
Proprietor/Manager/President		Governor	
	WITNESSES	•	
·		<u> </u>	
GINA Z. ANORMA	MA. VICT	ORIAM, TEJADA	
No	DTARIAL ACKNOWLEDGN	MENT	
REPUBLIC OF THE PHILIPPINE	S)		
4	3.Ś.		
BEFORE ME, a Notary Pu	blic for and in Antipolo City, po	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
Mame tainty	ARMI ID FRESCHION	Date	FIRCE
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Just P. who Hignel P. H ale	mat 000-159-917		

d 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 Roudsmy Lightings at Brgy, Jamesa, Brgy, Pa Kinegates, Bray, Poutok and Bray, Mambog, Binangomen, Risel

WITNESS MY HAND AND SEAL this	ATTY: ANNA MARIE L. SANTOS day of AU6 2 6 2021 , at Rizal ProVincian & Cardona for Angono, Binangonan & Cardona att in the PROVINCE OF RIZAL
Doc No. 112	Until December 31.
Page No. 29 Book No. 3	NOTARY PUBLICLES A Margary Ala 69250

Series 20 2/ .

Roll of Attorneys No. 69250 IBP Lifetime Member No 016632 /Rizai MCLE Compliance No.VI-0007883 Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Installation of Lift Structure at the Ynares Event Center, Brgy. San Roque, Antipolo, City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCAA. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

07/19/2021 # 7

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7169, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	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 Tenay, Rivel and herein represented by its Proprietor/President/ General Manager, Perfixe Hima of legal age, Filipino citizen, single/married, resident of Tenay, Rivel 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. 2, 4, 2021 namely:
	Installation of Lift Structure at the Taures Event Center, Segg. Sem Reque, Antipolo, City
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held lasthaly 15, 2021, 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
	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{\beta_1}{\text{Electric}} \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
	a. SP Ordinance No. Ordina # 2, so 2021
	b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
1	d. Drawing, Plans and Specifications
1	e. Construction Schedule
1	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 Conformity thereto
	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 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 Agreementas a contract price at the time and in the unless otherwise agreed 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 Con Militar Con Fluctured Sinty Fire Thomsond

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 Philippine Currency, in the form of Professional 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 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;
- 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 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 additination under the furegoing law shall be assumed part of this Agreement, without projective, however to any mutual agreement of the parties hereto to agree in writing 7 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 anytall 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 isobility or domages, which may either consist of liquidated damages and restitution for the damages done of the furbilities in favor of the government of any unwarranted benefit derived from the act or acts in spection 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 Rical where the infrastructure project or works is/are located.

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
AMECONO/RIZZA

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REPORE ME, a Notary Public for and in Antipolo City, personally appeared the fellowing

Name/Entity Valid ID Presented Date Place

HON PERECCA A. YNARES Despert No DE239781A August 5, 2028 Marila

Forfirin Nine 154-429-289

all known to me and to me known to be the same person's who executed the foregoing instrument and achieved edgment that the same is their free vulnatury act and dood at smill as the entity that they respectively present

This improvement, consisting of three (I) pages including this page wherein this acknowledgment is written and line been regard by the posties bearing in each and every page bareof, refers to the Agreement for

Installation of Lift Structure at the Teares Stant Couter, Brgy. Sen Roque Astipate City

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No. 19 all in the PROVINCE OF RIZAL

Until December 31-201.

NOTARY PUBLIC: Matter No. 13-224

PTR NO Jakoba Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No.VI-0007883
Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

MS. JESSA F. PAYTE STEELBEND CONSTRUCTION INC. San Juan City

Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION INC. that work may proceed on the Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court and Ynares Multi-Purpose Building at Brgy. Sto. Domingo and Brgy. Sta. Rosa, 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,

RERECCA A. VNADES

Governors -

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

8-23-207

JESSA TYTALLE

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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 umt, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

*****	a sole proprietorship/private corporation, duly is of the Philippines, with principal place of business
A series and a series and the large of the Result	lic of the Philippines, with principal place of business
and office address at	ett Eitning
Proprietor/President/ General Manager, James Pa	
citizen, single/married, resident ofSan Just	Giew , 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. 14 s. 2021/1918 8 s. 2020namely:

Repair/Repainting/Improvement of Theres Heltipurpose Covered Court and Theres Heltipurpose Eldg at Brgy. Sto. Domings and Brgy. Sto. Ross, Cainta, Risal

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 Bid (45) 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:
 - s, SP Ordinance No. 14, B. 2021/2PSB 6, s. 2020
 - 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 Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - 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

 Elect Fraction Floor Theorem The Standard Seven Pages and 66/105

 (P 804, 227, 66), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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

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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 __Two Hundred Forty Case Thomsand Two Hundred. (P 241,262.30 Sixty Two Peace and 30/100 as a measure of guarantee for the Performance Beach Philippine Currency, in the form of

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 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 clearence 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 furegoing law shall be assumed part of this Agreement, without prejudice, however to any matrial agreement of the parties hereto to agree as writing of to resert to other attenuative modes of disputes resolutions.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anytall 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 domages, which may either consist of liquidated damages and residence for the demages done of the forfeither in favor of the government of any unwarranted benefit derived from the act or acts in guestion or both at the discretion of the Courts.

Jurisdiction over civil eases or soit out of the implementation of this Agreement, shall belong to the appropriate court of the city/nauscopolity of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunts signed this Agreement this __ ANGONO TRIZAL Stoubbond County Inc RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By. By. REBECCA A. YNARES Governorycer/Pres WITNESSES MA. VICTORÍA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANGUNORIZAL

BEFORE ME, a Noticy Public for and in Antipolo City, personally appeared the full owing

Name/Entity Valid ID Presented Date Place HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Martile. 009-268-226 Jessa Paybe

all become to me and to me known to be the same pursuals who executed the foregoing instrument and designest that the same is their free valuatory act and deat at well as the entity that they respectively present

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

Repels/Repelsting/Imprevement of Texres Hultipuryone Covered Court and Inares Heltiperpose Smilding at Brgy, Sto. Deminge and Brgy, Sta. Ress. Cainta Maal

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		for Angono, Binangonan & Cardona
		all in the PROVINCE OF RIZAL
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∖dm_Matter No.**_/4-86**



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 of Perimeter Fence for Ynares Multi-Purpose Covered Court at Vista Verde Exec. Village Phase 3, 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,

REBECCA . YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

8 23 201

LAURO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

reganized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangenen, Rizel and herein represented by its Proprietor/President/ General Manager, Laure M. Ubiadas of legal age, Filipino citizen, single/married, resident of Binangenen, 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. 14, 8, 2021 namely:

Construction of Perimeter Fence for Multipurpose Covered Court at Vista Verda Emec. Village Phase 3, Brgy. San Isidro, Cainta, Rival

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 July 19, 2021, 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 Cae Million Seven Rundred Thirty Seven Thousand

Three Egnered Fifty Right Passe and 68/100 (P 1,737, 358, 68). Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Fifty (50.) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 14 5. 2021
 - 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 Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - 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 one Million Seven Bundred Thirty Seven Thomsand Three Bundred Fifty Edget [P 1777 158,65]. Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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 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 Fire Rendered Trees one Thomas Contract Trees Seven Peace and 60/160

 Philippine Currency, in the form of Performance B 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;
- 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 Anditing 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 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

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referred thereto: The process of substration under the furegoing law shall be assumed part of this Agreement, without prejudice, however to any numbed agreement of the parties besets to agree at writing to resurt to other alternative modes of disputes resolution.

Without prepadice 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 building documents or any agreement/ordestalong 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 restriction for the damages done of the forfathers in favor of the gavernment of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

lunsdation over civil cases or soit out of the applementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infinitructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 26 20 2021 of at Antipulo City.

Kit Uhiedes Comst. Corp.

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

Lauro M. Vbindes

By:

REBECCA A. YNARES

WITNESSES

MA. VICTOMA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPORTECTOR RILLARD) S.S.

BEFORE ME, a Notary Public for and AMSONO, RIZAL

Name/Entity

Valid ID Presented

Date

Piece

HON REBECCA A. YNARES

Passwort No. P8239281A

August 5, 2028

Manila

Laure N. Voisdag

008-410-689

all known to me and to me known to be the same person's who executed the foregoing rastnament and arknowledgment that the same is their free valentary act and deed as well as the entity that they respectively present

This instrument, contacting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties known in each and every page housef, rather to the Agreement for.

Senstruction of Perimeter Pence for Ymares Heltipurpose Covered Court at Vista Verde Come, Village Phase 3, Brgy, San Islaro, Cainta, Risal

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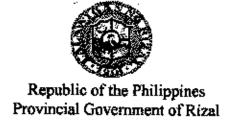
for Angono, Binangonan & Cardone alt in the PROVINCE OF RIZAL

Until December 31,224

NOTARE PHELIC (98174 Riza) Roll of Attorneys No. 69250 IBP Lifetime Member No. 016632 /Rizai MCLF Compliance No.VI-0007883 Valid until April 14, 2022

Dec No. 92 Page No.

Senes 20 21



NOTICE TO PROCEED

20 August, 2021

MS. JESSA F. PAYTE
STEELBEND CONSTRUCTION INC.
San Juan City

Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION INC. that work may proceed on the Construction of Perimeter Fence of Ynares Multi-Purpose Covered Court at DM 2 Subd., Brgv. San Roque, 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 or

I acknowledge receipt of this Notice on:

£ 23.707

Authorized Signature:

Name of the Representative of the Bidder:

JESSA F. PAYTE

CONSTRUCTION AGREEMENT (O

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

t in a resident state and the state of the s
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
Stealband Construction. The, 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, and herein represented by its Proprietor/President/ General Manager,, and herein represented by its proprietor/President/ General Manager,, of legal age, Filipino citizen, 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. 14, 54 2021 namely:
Construction of Perimeter Fence of Enarce Hultipurpose Covered Court at NH 2 Subdes Brgy. San Reque, Cainta, Pinel
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 _3-19, 2021, 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 _Six Employed Sixty Four Thomas Five Employed Sixtees
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 Feety Three (LAN) 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. 14, a. 2023 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 Bulletins
i. Notice of Award of Comract and the Contractor's Conformity thereto
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;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
Six England Sixty Flows Thomsand Five Eundred Sixtem Pages and 81/100 (P. 666-516-81), Philippin
Currency, in consideration of the construction and only upon completion of the infrastructure works
unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in 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;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Cae Handred Binety Hime Phonograph Three Emetred Pictor Pive Perce and 64/100</u>

 Philippine Currency, in the form of <u>Performance Bond</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;
- 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;

"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;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVENCE;
- 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 prejudice, however to any natural agreement of the parties hereto to agree it. Taking to result to other alternative modes of disputes resultation.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anythil 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 Art Ha 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 dame of the furfations in favor of the government of any unwarranted baseful derived from the act or acts in question or both at the discretion of the Courts.

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

NOTARIAL ACKNOWLEDCMENT

MA. VICTORIA B. TEJADA

ANGONO POPEL (SEE PRILIPPINES)

BEFORE ME, a Natury Public for and in Astigolo City, personally appeared the following

Nome/Entity Valid ID Presented Date Place

HON PERECCA A YNARES Prespect No P\$239281A August 5, 2028 Marila

Zamen Payta 689-268-226

all known to see and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free valuatory act and deed as well at 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 boute in such and every page bereaf, refers to the Agreement for:

Genetrostics of Perineter Fence of Thores Haltipurpess Covered Court at NM 2 Subday Braye Sun Rooms, Caintag Risel

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ANGONO RIZAL			- «» Вівопасован & Семоля

for Angono Binangonan & Cardon ell in the PROVINCE OF RIZAL Until Decambs: 31, 21

Adm. Matter No. 11965

Book No. 17

NOTARY MISARR NO. 170710 Rizal

Roll of Attorneys No. 69250

IBP Lifetime Member No. 016632 /Riza: MOLE Compliance No.VI-0007883 Valid until Apri: 14, 2022



NOTICE TO PROCEED

20 August, 2021

MR. MICHAEL A. VILLARIÑA MAK JAMS CONSTRUCTION Binangonan, Rizal

Dear Mr. Villariña:

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

Construction of Roadway Lightings at Brgy. Boor & Brgy. Ticulio, 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:

MICHAEL A. YILLARIÑA

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

KNOW ALL MEN BY THESE PRESENTS:
This AGREEMENT made and entered into by and between:
The PROVENCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
regarded and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binnageness</u> Rissi , and herein represented by its Proprietor/President/ General Manager, <u>Riebsel Villarins</u> , of legal age, Filipino citizen, single/married, resident of <u>Binnageness</u> Rissi , hereinafter referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguriang Panlalawigan Ordinance No. 14, so 2021 namely:
Construction of Roadway Lightings at Bryy. Boor & Bryy. Tivalio. Cardona, 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
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 24 states (
a. SP Ordinance No. 46 m. 2021 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
 Addenda and Supplemental Bulletins Notice of Award of Contract and the Contractor's Conformity thereto 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 PESO: Three Million Coe Mandred Thirteen Thomased Three Mandred Thirty Fees Pesos Phillipsin

and 62/480 (P 1,443,834,62), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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;

B

- 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;
- 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;

- "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 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;
- 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 shell 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 therein: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projectice, inserever to any annual agreement of the parties herein to agree in writing to resert to office alternative mades of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a vicinium by the CONTRACTOR of anyfall 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 givel liability or distanges, which may either remains of liquidated damages and restitution for the damages done of the furtienter in favor of the government of any tensearanted 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/aminimality of the Province of Rical where the infrastructure project or works is/are located.

IN METALE PROVINCIAL GOVERNMENT

Entity/Farm/Corporation

By.

Hichael Villarias

REBECCA A. YNARES

WITNESSES

CINAL ANORMA

MA. VICTORIA'B. TLIADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

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

Name/Entity Valid ID Presented Date

HON RESECTA A. YNARES Passport No. D6230281A August 5, 2028 Menile

Michael Villarina 221-027-734

all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same it their feer valuatory act and deed as well as the entity that they respectively present.

This instrument, consisting of face (3) pages including this page wherein this acknowledgment is weather and line been aigned by the porties briefs in each and every page hereof, refers to the Agreement for:

Construction of Roadwey Lightings at Brgy, Boor & Brgy, Tisulio, Cardona, Risal

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day of AUG 20 2021

ANTOS NOTARY PUBLIC

for Angono, Binengonan & Cardona all in the PROVINCE OF RIZAL Until December 31.24

Place

NOTARY FUBLISHM. Matter No. 1446. PTR NO. 1904. Rizat

Roll of Attorneys No. 69250 IBP Lifetime Member No. 016632 /Rizat MCLE Compliance No.VI-0007883 Valid until April 14, 2022

ANGONS CRIZAL

Der No. // Rage No. // Book No. /



NOTICE TO PROCEED

20 August, 2021

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

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

Installation of Electrical Lighting System of Ynares Multi-Purpose CoVered Court and

Improvement of Principal's Office at Brgy. Dalig, Brgy. Ticulio and Brgy. Subay, 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

Governoro-

I acknowledge receipt of this Notice on:

8, 33, JOM

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

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 GOVERNOR, HON. REBECCA A. YNARES, 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 Binangonan, Risal, and herein represented by its Proprietor/President/ General Manager, Issue M. Uhiadas, of legal age, Filipino citizen, single/married, resident of Binangonan, Risal, 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. Ordinance #14, p.202 mamely: Installation of Electrical Lighting System Of Yneres Multi-Purpose Covered Court and Improvement of Principal's Office at Brgy. Balig. Brgy. Ticulic and Brgy. Subay, Cardona, 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 19 July 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Eight Fundred Eighty-Three Theusend Case Eighty-Three Theusend Case Eighty-Three Theusend Case

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 Ferty-Five (45) 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. Ordinance # 14, a. 2021
- 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 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 Elect Hundred Sighty-Three Thousand One Eundred Six Fesos

 (P 383, 105, 68), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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 Two Hundred Sixty-Four Thomsand Rive Hundred Televisor Pesos (P_264,932.00)

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 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;

 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

Read

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projectice, however to my mutual agreement of the parties hereto to agree in writing | 1 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sunctions that may be imposed in proper cases, a violation by the CONTRACTOR of anyfall of the provision of this Agreement, the building documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the partitions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR habte for civil liability or damages, which may either consist of liquidated damages and restitution for the damages dama 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.

Junisdiction over civil cases or suit out of the angilementation 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 AUG 2 0 2021, of

KIT UBIADAS CONSTRUCTION CORP.

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By las

By:

LAURO M. BRIANAS
Proprietor/Manager/Proprietor

REHECCA A. YNARES
Governor ×

WITNESSES

CINA LANORMA

MA. VICTORIA B. TRIADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPODOCIONO, RIZAL) S.S.

REFORE ME, a Notary Public for and Although Caty, personally appeared the full owing

Name/Entity

Valid ID Presented

Date

Piece

HON RESECCA A YNARES

Passport No. P8239241A

August 5, 2028

Marila

LAURO M. USTABAR

004-4/10-689

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

This instrument, carrising of three (3) pages including this page wherein this acknowledgment is written and has been aigned by the posters besets in each and every page bareof, refers to the Agreement for:

Installation of Electrical Lighting System of Yourse Multi-Purpose Covered Court and Improvement of Principal's Office at Bray, Dalig

Bray. Ticulio and Bray. Sabay, Cardona, Risal

AMERICAN RIZAL

ATTY ANNA MARIE L. SANTOS:

TO Rise NOTABY PUBLIC

Tor Angono, British gottan & Cardone

all in the BROWINGE OF BIZAL

all in the PROVINCE OF RIZAL Until December 31 2231 Adm Metter No. 13-004

NOTARY ROLL Attorneys No 69250

IBP Lifetime Member No. 016632 /Rizat MCLE Compliance No. 1-0007883 Velid until April 14, 2022

Dec No. 93
Page No. 20
Book No. 3



NOTICE TO PROCEED

20 August, 2021

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

Repair/Repainting of Various Ynares Walting Sheds, Jalajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governoro T

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

8. 79. 10.14

RENATO)C, VILLAROMAN

CONSTRUCTION AGREEMENT 13

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	LARD BUTLDERS , 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 Baras, Rizal and herein represented by its Proprietor/President/ General Manager, REMATO VILLARCHAN of legal age, Filipino
	citizen, single/married, resident of Barne, RIsal , 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. Ordinance #14.6.2021 namely:
	Repair/Repainting of Various Theres Waiting Sheds, Jalajala, Rival
)	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 19 July 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Bundred Sixty-Five Thousand Six Bundred Forty-Five Peacs & 24/100
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
•	1. The whole works subject matter of this Agreement shall be completed within Porty-Pove (45) 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. Ordinance # 14, a. 2021 b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Drawing, Plans and Specifications
1	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 Conformity thereto
	 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 Rour Bundred Sixty-Five Thousand Six Eundred Forty-Five Pesos & 24/100 (P45-443-24), Philippine
•	Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS ONE SUNDING PRIVATE THEORY.

 Six Sunding Sinety-Three Peace & 57/400 (P139,693.57)

 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 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;

"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 daration 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 a writing to resort to other alternative randes 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/ordentaling prior or subsequent to the exception of this Agreement as well as say of the partition 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 dame of the forfaiture in favor of the government of any unvarianted benefit derived from the act or acts in question or both at the discretion of the Courts.

Invisitation over civil cases or soit out of the implementation of this Agreement, shall belong to the appropriate court of the city/americipality 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 ________ day

**ANCONOFRIZAL*

LANDS BUILDERS RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

RENATO KILLARCMAN

Preprinter/Manager/President

WITNESSES

GINAL ANORMA

MA. VICTORDEB. TRIADA

NOTARIAL ACKNOWLEDGMENT

KEPUBLIC OF THE PHILIPPINES)
S.S.

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

Name Entity

Valid ID Presented

Date

Piece

HON REHECCA A YNARKS

Passport No. P8239281A

August 5, 2028

Marela

RENATO VILLAROMAN

119-041-448

all known to are and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is then free voluntary act and dead as well at 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 beach in each and every page besent, refers to the Agreement for Repairs/Repainting of Various Ynares Waiting Sheds, Julajala, Risal

				•
WITHESS MY HAND AND SEAL this	day of	AUG 20 2022TI	ANNA MARIEL	SANTOS
AN ANTONOCON ZAL			iono, Binangenan &	F. Cardona
Der No. 47		ell in	the PROVINCE OF	RIZAL
Page No. 2/			Until December 3	

Page No. <u>2/</u> Book No. <u>7</u> Senist 20 <u>2/</u>

Adm. Matter No. 15-26
NOTARY PUBLIC OF Attorneys No. 69250
IBP Lifetime Member No. 016632 /Riza: MCLE Compliance No.VI-0007888
Valid until April 14 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

20 August, 2021

MR. EDWIN G. FRANCISCO EGF ENTERPRISES AND CONST. Teresa, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONST. that work may proceed on the Construction of Livelihood Training Center, Brgy. 1st District, Jalajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

EDWIN G/FRANCISCO

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 GOVERNOR, HON. REBECCA A. YNARES, 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 TERESA, RIZAL, and herein represented by its Proprietor/President/ General Manager, DUIN FRANCISCO, of legal age, Filipino citizen, single/married, resident of TERESA, RIZAL, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pantalawigan Ordinance No. Greinance #25.c.2020 namely: Genetruction of Livelihood Preining Center, Bray. Ist District, Jalajela, 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 19 1221, 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 Sina Million Nine Hundred Third Thomas Thomas Care Hundred Seventy Pasce 2 14/100 (P) 170-54), 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 But Bundsred. (200) 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. Grdinance # 23. s. 2021
- 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 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 Fine Million Fine England Thirty-Hine Thousand One Hundred Seventy

 Peace & 54/103 (19,599,170,54), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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;

of

J. A.R.

- 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;

"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



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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 mades of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of enylall 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 partinent 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.

Junisdiction 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 Rical where the infrastructure project or works is/are located.

NOTARIAL ACKNOWLEDGMENT

MA. VICTÓRI

REPUBLIC OF THE PHILIPPINES)

AND OF THE PHILIPPINES)

S.S.

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

Nume/Entity Valid ID Presented Date Place
HON RESERCEA A YNARES Presport No. 96239281A August 5, 2028 Months
EDWIN FRANCISCO 153-189-386

all harven in one and to one brieven to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free valuatory set and dead as well as the untity that they respectively present.

This inclument, consisting of three (3) pages including this page wherein this acknowledgment is writing and has been signed by the parties bestte in each and avery page hereof, refer to the Agreement for. Construction of Livelihood Training Conter, hruy, tot District, Jalajala, Risel

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WITNESS MY HAND AND S	BAI, this de	W OF AUG. 2.8 2021AT WHAT THE MANUSCHIMAN FOS
ANGCHO-RIZAL		A M MAG TO UTILITY AND DESCRIPTION OF THE PROPERTY OF THE PROP
		NOTARY PUBLIC
		fei Angono, Binangonan & Cardona
Doc No. 169		all in the PROVINCE OF RIZAL

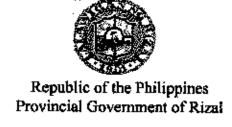
Until December 31 2/2
Book No. 2
Book No. 3
HOTARY RIPOR Matter No. 4-of
Series 20 21

Roll of Alichance No. 19632 /Rizal

Roll of Alichance No. 016632 /Rizal

MCLE Compliance No.VI-0007683

Valid until April 14, 2022



NOTICE TO PROCEED

20 August, 2021

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

Dear Ms. Marron:

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

L.L. MARRON CONST. AND TRADING that work may proceed on the

Construction of 2-Seater Comfort Room at Stilo Namay, Brgy. San Juan, Morong, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

LAURA L. MARRON

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 GOVERNOR, HON. REBECCA A. YNARES, begain referred to as the PROVINCE; and

L.L. MARRON CONSTRUCTION AND TRADING, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, LAURA L. WARRON, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizalhereinafter 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. Ordinance #14, s.2021 namely: Construction of 2-Seater Confort Room at Bitio Newsy, Brgy. San Juan, Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 19 July 2021 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 Six Hundred Fifty-Seven Thousand One Hundred Fifty-Five Pesos & 37/100 (P 657, 155, 37), 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 provisionsof 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. Ordinance # 14. s. 2021
 - 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. Addends 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 Six Hundred Fifty-Seven Thousand One Hundred Fifty-Five Pesos 27/100 (P 57, 155, 37). 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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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Ninety-Seven Thousand One Hundred Forty-Six Peace & 61/100 (P177-146-61)

 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;

"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

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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.

REPUBLIC OF THE PHILIPPINES)

ANGONO SIZAL

) S.S.

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

Name/Entity . Valid ID Presented Date Place

HON. REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manifa

LAURA L. MARRON 236-059-376

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 2-Sector Confort Room at Sitio Manay, Brgy. San Juan, Moreng, Rizal

WITNESS MY HAND AND AND AND AND AND AND AND AND AND	SEAL thisday of Alig	ATTY ANNA MARIE L. SANTO
Doc No. 87		NOTARY PUBLIC for Angono, Binangonan & Cardons

Page No. 194
Book No. 3
Series 20 21

Alchite PROMINE OF RIZAL
Until December 31, 2221
Adm. Matter No. 19 220
PTR NO. 1932 A PRizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No.VI-0007883
Valid until April 14, 2022



NOTICE TO PROCEED

20 August, 2021

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 Roadway Lightings at Balajadia Extension (Bypass Road), San Pedro, Morong, 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:

8·23·764

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

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 GOVERNOR, HON. REBECCA A. YNARES, 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.
Genetrostian of Readony Lightings at Relajadin Estunden (Sypone Read) Som Pedro Mercogy Binal
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
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 Calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 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 Bulletins
j. Notice of Award of Contract and the Contractor's Conformity thereto
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;



3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

The Militer Flore flundent Interty has Theorem (P 2, 391, 189, 19), 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 at Handred Fine Thomas Thomas
- 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;

- "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







Until December 31,247

Roll of Attorneys No. 69250 iBP Lifetime Member No. 016632 /Rizar MCLE Compliance No.VI-0007883 Valid until April 14 2022

NOTARY PARIS

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.

主要を受ける。

Book No. Series 20 1/2.

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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GES Builders Entity/Firm/Corporation	RIZAL P	ROVINCIAL GOV	ERNMENT
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By:	By:	H	
Serald Will SJ. Biles	R	EBECCA A. YNA	RES
Proprietor/Manager/President	"	Goyernor	
	WITNESSES -	# 4	
An	WIIIIEDSES	L	
GINA/Z/ANORMA	MA. VICT	ORIA B. TEJADA	X
1	NOTARIAL ACKNOWLEDGE	MENT	
EPUBLIC OF THE PHILEPPIN INTIPOLO CITY	ES) S.S.		
IGONO, RIZAL BEFORE ME, a Notary P	Public for and in Antipolo City, pe	reconstitution anno and d	a fallensin s
•		recurry appeared to	ie ionowing
Name/Entity	Valid ID Presented	Date	Place
ON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Gereld Komp 55. Bilog	196 <u>~519~323</u>		,
expressional mat me arms is f	wn to be the same person/s who heir free voluntary act and deed as	executed the forego well as the entity th	ing instrument and at they respectively
reseat.			
This instrument, consisting	g of three (3) pages including this parties hereto in each and every pag	s page wherein this ge hereof, refers to th	acknowledgment is e Agreement for:



NOTICE TO PROCEED

20 August, 2021

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

Improvement of Ynares Multi-Purpose Covered Court and Construction of Gate and Arc at Brgy. Bagumbayan and Brgy. Halayhayin, Pililia, 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

I acknowledge receipt of this Notice on:

Q-23-7071

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:

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GKB BUILDER) sale propriet	arther/arrests emporation, day
organized and anisting under	, sole propriet by laws of the Republic of the Philippine Horong, Pizel and	with principal place of business
Programme Programme George	Manager Gorald Kenn B.J. 1	11.02 of least age. Filming
CONTRACTOR WINES	ent of Pereng, 1:1 sel	which telefied m st me

WHEREAS, the PROVENCE declares that certain unfrastructure works should be constructed in number of the Staggarden Parinterings Ordinance No. Ordinance #23.5.2020 camely: Improvement of Theres Multi-Purpose Covered Court and Construction of Gate & Are at Bray. Begumbayah and Bray Helayhayin, Pililla, Risal

WHEREAS, the CONTRACTOR, warranting that it has the finescial and technical competence to undertake the above said inflactive face votets, but been doctored at the Lowest Calculated Responsive. Bid in a public bidding held last 19 JULY 2021 , has accepted and binds itself to undertake the construction and completion of the above and infrastructure works strictly in accordance with the following dandards set forth in the bed decreaseds approved plane, program of works and specification in consideration of the second of the NILLION TWENTY-FORT Thorteenid Six Bundred PHYSICA TARENT SOUTH (P 1,024,576,55) Philippine Currency.

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

1. The winds works subject matter of this Agreement shall be completed within 1900 of the Bid.

(2) calendar days, as accordance with the provisions of the Bid. Documents, Approved Blass, Program of Works and Specifications and supporting/related documents which are integrated innerests and incorporated leaves, by way of reference, aroundy:

- a SP Ordinance Na Ordinance 7 23, s. 2021
- b. Cartificate of Availability of Funds
- c Scope/Fregress of Work and Debited Educate
 4. Descring, Plans and Specifications
- e. Construction Schodule
- I Request for Expression of Interest
- the Demonstrated and what all the documents/statements continued in the winning bidders two (2) hidding meetages
- a. Bed Security.
- Addends and Supplemental Bulletins
- Notice of Award of Contract and the Contractor's Conformitythereis
- k Credit Line Cartificate/MPCC/Cartificate of Carle Deposit issued in accordance to fine Pales and Regulations implementing R.A. No. 9194
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter heady coverents with the PROVINCE to combant and complete the infrastructure water subject of the Agreement is confumity with the previous of the Contract.

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Palagan Contacy, in consideration of the construction and only upon completion of the inferiousies works tales discrease agreed by the parties, subject of this Agreements; a contract price of the time and in the mesmer 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 say Government instrumentality to secure this Contract,
- 5. It is understood that prior to the signing of this Agreement, the Controctor has posted the required performance versity of PESOS Three Rund Tad Series Participal Three Sundred Binety-Six Peace 2 90/400 in Conserv, at the form of Performance Bond in a measure of graciones for the faction compliance of and compliance with his obligations under this Agreement and all special discussions in support thereto and as memberostal herostally as members with the Bedding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his mahalither; on case of Sametaral Defects and Fainter occurring during the applicable warranty period
- 7. For the duration of the Contract, a Contractor's All Rick Instrumes shall be obtained and maintained by the CONTRACTOR under his mine and at his creat expense, copy of which shall be provided the PROVINCE:
- S. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Referent Act of 2003, and its hoplementing Rules and Regulations and Regulation Act No. 7160, otherwise fencies as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Amilian Manual (GAAM), pulses atherwise inconsistent with Republic Act No. 9184, regarding the payment of deceages, whether liquidated and compensatory demogra or resting on shall be applicable in the implementation of this Agreement.

- "All contracts executed in accordance with the Act and the IRR shall contain a provision on high dated damages which shall payable by the contractor at case of breach thereof. For the presurement of Goods, infrastructure Projects and Cansulting Services, the account of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the superformed portion for every day of delay. Once the constalities amount of liquidated damaged seathers but percent (10%) of the amount of the contract; the Procuring Listity may rescand or terminate the contract, without prejudice to other consess of action her aveilable under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's beside and safety, workeren's written compensation for inquires, minimum wages, hours of work and her 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 PMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore and 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 sale responsibility of the CONTRACTOR;
- 12. The emplementing rates and guidelines regarding adjustment of Contract Price and/or change earles 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 that have the same meanings as respectively assigned in them in the conditions of the contract bureleafter referred to
- 14 CONTRACTOR undestakes to pay taxes as full and on time, belove to do so will entitle the PROVINCE to carpend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR thall cognisely present a tax clearance from the Bureau of Internal Revenue and a copy of its increase and business tog returns duly stamped and received by the BIR and duly validated with the tax payments made thereton
- 15 Any end all dispuses wising from the implementation of this Agreement shall be submitted to arbitrature under Republic Act No. 876, also known at the "Arbitration Law" Develop however, That, disputes that in the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of erbitration 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 partinent 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	RIZAL PR	OVINCIAL GOVE	RNMENT								
By:	By:	ち									
GERALD RESIDENT. J. BILCO	R	EBECCA A. YNAF	ŒS								
Proprietor/Manager/President	(Governor										
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REPUBLIC OF THE PHILIPPINES ANGENE ANGENE (18.1) S.											
BEFORE ME, a Notary Pub	lic for and in Antipolo City, pe	rsonally appeared th	e following								
Name/Entity	Valid ID Presented	Date	Placo								
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila								
erald kere s.J. Bilog	<u> 196-519-323</u>		 .								
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 as	executed the foregoners well as the entity the	oing instrument and sat they respectively								
This instrument, consisting written and has been signed by the particle of Theres!	of three (3) pages including thin rties hereto in each and every pa Multi-Parross Cover	ge hereof, refers to th	as Agreemant for:								
of Gate & Arc at Brgy.											
			•								
WITNESS MY HAND AND	SEAL thisday of	at Riz	al Provincial Capitol,								
INATINO PIZAL											
Doe No. <u>184</u> Page No. <u>82</u>		07.EV-40.6	MANTEL SANTO								
Book No. 7		for Angeno	TARY PUBLIC								

all in the PROVINCE OF RIZAL
Until December 31
Adm. Matter No. 14
PTR NO. 1621
Roll of Attorneys No. 69250
IBP Lifetime Member No. 018632 /Rizal
MCLE Gompliance No.VI-0007883
Valid until April 14, 2022



NOTICE TO PROCEED

20 August, 2021

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
Improvement of School Drainage Canal and Perimeter Fence (Portion)
at Bugarin Elem. School, 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

Governor &

I acknowledge receipt of this Notice on:

6-23 JON

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL COVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of provincial at the Rival Provincial Copital, Circumferential Rand corner P. Oliveros St., Begy, San Roone, Antipolo City, represented in this act by its COVERNOR, HON, RESECCA A. YNARES, become referred to at the PROVINCE; and

expensed and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binengaman, Pinal and lawer represented by its Promising/President/ General Manager, LAURO H. URIABAS of legal age, Filipino citizen, Single/manied, resident of Riscomptunes, Rias harmonter referred to 85 the CONTRACTOR WITNESSETH, Businessen.

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in passent of the Singgeness Puddiewiges Ordinance No. Optimizes 14, a.2021 money.

Improvement of School Drainage Canal and Perimeter Peace (Perties) at Degarin. How. School. Rogy. Balayhayin, Pililla, Rical

WHEREAS, the CONTRACTOR warranting that it has the financial and, included competence in undertake the above suit infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held lest 19 July 2021, her accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards sat furth in the bid documents, approved plans, program of works and specification in consideration of the amount of Rights Bundless Plans Passas and Alarma Bundless (PROSES). Philippine Corrency

NOW, THEREFORE, for said an consideration of the foregoing premises, the parties berein hereby agree as follows:

1. The whole words subject matter of this Agreement shell be completed within Righty-Four (24.) calendar days, in accordance with the provisions of the Bid Documents, Approved Hans, Program of Works and Specifications and supporting/related documents which are integrated locaville and incorporated became by way of subremes, manually

- a. SP Ordinance No. ORSANAMOS 14. S. 2021
- b. Catalicate of Availability of Funds
- t. Scape/Progress of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e Construction Scholule
- f. Request for Expression of Interest
- g Bidding Documents and oding all the documents/statements contained in the variang biddings two (2) hidding envelopes
- h. Rid Security
- i. Addenia and Supplemental Policies
- i. Notice of Assert of Contract and the Contractor's Conferent/thereto.
- k. Credit Lane Cartificate/NPCC/Cartificate of Code Deposit issued in accordance to the
- Rates 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 coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in comformity with the previous of the Contract;
- The PROVINCE hereby coverants to pay the CONTRACTOR the emount of PESOS Bight Bundwell St. Phys. P. ive Phonogenia Figure Revoluted Sight-profited Pages, 242, 43. Philippine Converse, in consideration of the construction and only upon completion of the infrastructure works unless ofterwise agreed by the parties, subject of this Agreements's a contract price at the time and in the manner prescribed by the Contract and specified in the Rid 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 **Pro Rendered Fifty-Six Thousand Six Exercised Sequenty-Four Pesos and 73/100** (P 256.674.73)

 Philippine Currency, in the form of **Parformance Rend** 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 Faiknes" 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;

"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 hereinstiller 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 projection, however to any mutual agreement of the parties hereto to agree m writing to resert 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 entituding for the decayes 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.

Imisdiction 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 weeks is/are located

IN WITNESS WHEREOF, the puries have beremin signed this Agreement this 2 8 2021 at Assisted City.

RIS THIADAS COMPERTORICS CORP.

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

M. UBIABAS

Bv.

REBECCA A. YNARES

Governor &

WITNESSES

MA. VICTORIÁ EL TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIRDIC ON Y

HEFORE ME, a Notary Public for and in Assistan City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Plore

HON PREECCA A YNAMES

Persport No. P8239281A

Append 5, 2028

Manila

LAURO H. UNIADAS

008-410-689

all leaven to me and to me known to be the same person's who executed the foregoing instrument and redesignment that the same is their free valuatory act and dead as well as the entity that they respectively present.

This instrument, consisting of firee (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hands in each and every page harrof, rafers to the Agreement for: Improvement of cheel Dreinage Consl and Perimeter Femse (Perties) et Degerin Mes. School, Bry, Heleykeyin, Pilille, Risel

AUG 2 0 2021 D AND SEAL this

ANNA MARIE L. SANTOS

 ■ Risk® PARIS A State

for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL Until December 31, 404 Adm. Matter No. 144

Adm. Matter No. Lare Notable 18 No. 1888 1994 Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No. 016632 /Rizar ... MCLE Compliance No.VI-0007883 Valid until April 14, 2022

Dec No._ Page No. i Ne Senes 10 🔥 .



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

MR. EDWIN B. RIVERA
YAKALER CONSTRUCTION AND SUPPLIES
Morong, Rizal

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES that work may proceed on the Repair/Repainting of Ynares School Buildings at Bugarin National High School, 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 YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

CONSTRUCTION AGREEMENT 10

KNOW ALL MEN BY THESE PRESENTS.

This AGREEMENT made and entered into by and between

The PROVINCIAL COVERNMENT OF RIZAL, a local government unit, doly organized and existing under Republic Act No. 7160, with sent of government at the Rical Provincial Capital, Correspondential Road comme P. Oliverus St., Brgy. San Roque, Astipolo City, represented in this act by its GOVERNOR, HON. RERECCAA, YNARES, become referred to as the PROVINCE, and

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in presumet of the Sunggamung Pacial average Ordinance No. 0.4 (1941) namely.

Repair/Repairbing of Traver School Buildings at Degarin Metional Right School, Regy. Malaybayin, Fililia, Rival

WHEREAS, the CONTRACTOR, warmening that it has the financial and, technical competence to undertake the above said infrastructure sparts has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 19 daily 2021, has accepted and binds riself to undertake the construction and completion of the above said infrastructure works spicily in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in considerations of the amount of Part Ballian States Thomas (the Bondond Forth). States to 78,460.

State Passes & 78,460.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties berein bereby agree at full own:

- 1. The winds works subject matter of this Agreement shall be completed within FLFUP-GLM (56) 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 barein by way of reference, manely.
 - a. SP Orthograp No Continues 14. S. 2001
 - b. Cutificate of Availability of Family
 - t. Scope/Progress of Work and Detailed Estimate
 - d. Drawing, Plants and Specifications
 - v. Construction Schedule
 - f. Request for Expression of Interest
 - g. Building Doctomets including all the doctoments/statements contained in the winting builder/s two (2) building envelopes
 - h. Bid Security
 - i. Addente and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformityfacter
 - t. Credit Line Certificate/NPCC/Certificate of Cosh Deposit issued in accordance to the Bules and Regulations implementing E.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the initial lamby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

Conversey, on consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementes a contract price of the time and in the manner prescribed by the Contract and specified in the Rid 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;
- 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;

"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."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth 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 insplementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also knows 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, various prejudice, however to any maintal agreement of the parties hereto to agree in writing to resert to other alternative modes of disputes resolution.

Without prejudice to a district varieties 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 partiment provisions of Republic Act No. 9184, and its Implementing Roles and Regulations, shall make the CONTRACTOR liable for civil liability or domages, which may either consist of liquidated damages and restriction for the damages dome 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.

Introduction 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 Rinal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereundo signed this Agreement this 2 0 2021 of a Antipolo City.

VAKALIN COMMINUOVICH AND SUPPLIES

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Property Manage Property

By:

В

REBECCA A. YNARES
Governor

WITNESSES

CINA'L ANORMA

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

ANTIPOLANCE NO. N. PARILEMENTS)

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

Name/Entity

Valid ID Presented

n...

Hace

HON. RESECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

EDWIN B. HIVERA

428-018-930

all known to me and to me known to be the same person's who executed the floregoing instrument and exhaustedgment that the same is their free valuatory 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 beinto in each and every page haroof, refers to the Agreement for Repairs/Repairsting of Process School Buildings at Bugaria Sational Right School, Bury, Ealsykayia, Pililla, Right

WITHOUS MY HAND AND SEAL this Allo 2 0 2021 of Arapido Aregono, RIZAL

Dec No. 24

Dage Ho. (4)
Book No. 3
Series 20 A

ATTY ANNA MARIE L. SANTOS
NOTARY PUBLIC
for A BURN BRANGS ARE GOOD
aff in the PROVINCE OF RIZAL
Until December 31, 2001

Adm Matter No. 19 - 2006 PTR NO. 15 - 2006

MOTARROR IN PROPERTY NO 69250
IBP Lifetime Member No 016632 /Rizal
MCLE Compliance No.VI-0007883
Valid until April 14, 2022



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Repair/Repainting of Ynares School Building, Ynares Multi-Purpose

Covered Court and Stage at Brgy. Malaya, Pililla, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2 23 70 7

RENATO'C. VILLAROMAN

CONSTRUCTION ACREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL COVERNMENT OF RIZAL a local government unit, duly organized and existing under Republic Act No. 7160, with sent of government of the Rical Provincial Capital, Circumformulal Read corner P. Oliveros St., Regy San Raque, Antipolo City, represented in this act by its GOVERNOR, HOM, RESECCA A. YHARES, bearin referred to as the PROVINCE; and

LARD MUTLDERA a sole proprietorship/pervate corporation, duly organized and existing mader the laws of the Republic of the Philippines, with principal place of business and office address at Battan, Rivel and herein represented by its Proprietor/President/ General Manager, Retains Villareness of legal age, Filipino cristen single/married resident of Battan, Rivel hereinafter referred to as the CONTRACTOR, WITNESSETH, That

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in parament of the Sanggemeng Paulalave gam Ordinance Null PSB & S. 2000 Repair/Repairting of Theres School Building, Teares Multi-Perpose Governt Court and Stage at Bryy, Malaya, Fililla, 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 hidding held last 19 July 2021 has accepted and binds steelf to undertake the construction and completion of the above said inflatingtime works similly in accordance with the full average standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the Milkeline back manual Manage-Charge Charges November 1 Manual Manual Physics Correccy (P. 2.383.783.88, Philippinte Corrency.

NOW, THEREFORK 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 the services of the Bid Decreasers, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, money

- s. SP Orthograp No APRIL # 6, 8, 2020
- b. Confidents of Availability of Franks
- c. Scape/Program of Work and Detailed Estimate d. Denning, Plans and Specifications
- e Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the maning hidden's two (2) hidding envelopes
- h Bid Security
- i. Addends and Sagulamental Bulletins
- i. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NPCC/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 lotter heraby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the emount of PESOS red Maker-Street Shouse CAR TAKE Convency, in consideration of the construction and only upon completion of the infrastructure works servine agreed by the parties, subject of this Agreementas a connect price at the time and in the present presented 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; \mathcal{W}
- 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;



- "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 only 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 prejudics, however to any autual agreement of the parties hereto to agree in writing 20 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 hidding documents or my 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 rivil liability or damages, which any 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 unit out of the suplementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrestructure project or works is/are located.

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

AND CONTROL OF THE PHILIPPINES

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

Name/Entity

Valid ID Presented

Date

Place

HOM RESECCA A YNARRS

Passport No. P6230281A

August 5, 2028

Manila

REMARC VILLAROMAN

119-041-448

all become to use and to see known to be the same person's who executed the foregoing instrument and extraordisdigment that the same is their free valuatory act and deed as well as the outily that they respectively present

This instrument, consisting of firee (3) pages including this page wherein this acknowledgment is written and has been agains by the pastics leaves an each and every page inneed, refers to the Agreement for Repairs/Repairsting of Thurses School Building, Thurses Multi-Purpose Covered Court and Stage at Bray. Malaya, Pililla, Risal

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ATTY ANNA MARIE L. SANTUS

NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31.
HOTARY Right Matter No.
PTR NO.
PTR

Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

MR. NICKERSON H. SAGUN NICKERSON CONSTRUCTION Rodriguez, Rizal

Dear Mr. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to
NICKERSON CONSTRUCTION that work may proceed on the
Repainting/Repair of Ynares Multi-Purpose Covered Court/Ynares Multi-Purpose
Building at Brgy. Balite and Brgy. San Rafael, Rodriguez, 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 で

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

NICKERSON H. SAGUN

CONSTRUCTION ACREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL COVERNMENT OF RILAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Read Previous of Capital, Carcumferential Road entner P. Chiveres St., Brgy Son Roque, Actionlo City, represented in this act by its COVERNOR, HOR, RESECTA A. YNARES, became referred to as the PROVINCE, and

IN EDSON CONSTRUCTOR of the Republic of the Philippines, with principal place of business. NICK DSON CONSTRUCTOR and office address of Bod'et given Allend . and Proprietar/President/ General Monteger 17 (1987) 32/302 and herein represented by its column, single-immined registers of Dod's State Blanch bentingfler referred to as the of legal age, Filipine

WHEREAS, the PROVINCE declares that contain unit astrocture works should be constructed in pursuant of the Sanggamung Pacinians gase Ordensense No Ordensense 344 pay 2024 - comely. Repainting/Repair of Inares Multi-Furpose Covered Court/ Yneres Multi-Purpose Building at Brgy, Belite and Brgy, San Rafael, Redrigues, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said influstructure weeks, has been distant as the Lowest Calculated Responsive Bid in a public hidding hold last 19 Jacky 2021 has accepted and binds itself to undertake the construction and completion of the shows said influstration works specify in accordance with the fedlowing standards set forth in the bid discurrents, approved plans, program of works and specification in Consideration of the amount of _Con_William 34# wandred Phi to Line Chottaguad

Four Hundred Righteen Pages & 72/400 (1,6/2,448.74) Pakepuse Currency

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

- 1. The whole works subject matter of this Agreement shall be completed within One handred (100) calender days, or accordance with the provisions of the Bid ests, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated becomits and menoperated bures by may of reference, musely
 - a SP Ordinaries No Conditionals # 14, B. 2021 b Castificate of Availability of Pauls

 - c. Scope/Programs of Work and Detailed Enterate
 - d. Derwing, Plant and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - ing Decounsels including all the documents/statements contained in the viening hidder's two (2) hidding escalenes
 - h Rid Semery
 - i Addends and Supplemental Bulletins
 - i. Notice of Award of Contract and the Contractor's Conformitytherate
 - in Credit Line Certificate/NFCC/Certificate of Cash Deposit systed in accordance to the
 - Pales and Papalations applementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covernants with the PEOVINCE to construct and complete the infrastructure works subject of this Agreement in confermity with the province of the Contract
- 3. The PROVINCE burely comments to pay the CONTRACTOR the amount of PESOS One Militer Six Sented Thirty King Consend Pour Syrange Migration Pages & 74/400 Philippine (Pages A2 76 Philippine Convolvy in consideration of the construction and only upon completion of the indistruction works unious otherwise agreed by the parties, referent of this Agreements a contract price of the time and in the manuser prescribed by the Compact and specified in the Bid and as agreed upon by the Contractor;



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Rinety-One Photosand Eight Hundred Twenty-Five Pesos & 62/100 (P401,225,62)

 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 wavranty 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;

"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 fiquidated 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 arbitrations 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 furegoing law shall be assumed part of this. Agreement, without prepadice, however to any marked agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative senctions that may be imposed in proper cases, a violation by the CONTRACTOR of enylall of the provision of the 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 hable for eval liability or demages, which may either consist of liquidated damages and restriction for the damages done of the furfishers in favor of the government of any unwavanted benefit derived from the act or acts on question or both at the discretion of the Courts.

Jurisdiction over civil cases or unit out of the implementation of this Agreement, shall belong to the appropriate count of the city/summer pulity 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 _ <u>aug 2 0 2021 .</u> TANGUNCE RIZAL

LAKESON CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Estity/Firm/Corporation

By:

By.

REBECCA A. YNARES

Governme

WIINESSES

B. TEJADA

NOTABIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)) S.S.

REFORE ME, a Notacy Public for and in Antipolo City, personally appeared the full owing

Name/Emity

Volid ID Presented

Date

Place

HON REHECCA A. YMARKS

Persport No. P62 19281A

August 5, 2028

Marila

MICHERSON BAGUE

412-090-913

all known to me and to me howen to be the same person's who executed the foregoing instrument and legional that the same in their live valuatory act and deed as well as the notity that they respectively Museut

This entirement, consisting of three (3) pages are inding this page wherein this acknowledgment is written and has been against by the pasties bursto in each and every page harnof, rather to the Agreement for

Repainting/Repair of Thores Multi-Purpose Covered Count/ Thores Multi-Perpess Building at Brgy, Balito and Brgy, Sen Rafael, Redrigues, Risel

WITNESS MY HAND AND SEAL this __

_dag of <u>AUG 2.0 202</u>1

ANNA MARKE CHICALTOS NOTARY PUBLIC

for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL

HOTARY AND December 31.25)
PTR NOTES HURIZAL

Roll of Attorneys No 69250 IBP Lifetime Member No 016632 /Rizar MCLE Compliance No.VI-0007883 Valid until April 14 2022

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ANGUNO, FIZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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
Imprv. of Ynares Multi-Purpose Covered Court at Greenrose I Subd., Brgy. Geronimo, Rodriguez, 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

I acknowledge receipt of this Notice on:

8 23 25 X

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 COVERNMENT OF RIZAL, a local government unit, duly organized and existing under Especial. Act No. 7160, with sent of government at the Rizal Previncial Capital, Carcumferential Road corner P. Oliverus St., Begy. Son Roque, Antipulo City, represented in this act by its COVERNOR, HON, RESECCA A YNARES, berein referred to at the PROVINCE; and

organized and existing moder the laws of the Republic of the Philippines, with principal place of business and office address at Manuagy Right! and herein represented by its Proprietes/President/ General Manager, General Econo S.J. Biles of legal age, Filipines critical, single/americal, resident of Manager, Filipines Contract, Single/americal, resident of Manager, Filipines (chizen, Single/americal, resident of Manager, Filipines). hereinafter referred to as the CONTRACTOR, WINESCRIH, That

WHEREAS, the PROVINCE declares that curtain infrastructure works should be constructed in pursuant of the Sanggumang Parishmigna Ordinance No. Creditaring #14.8.2021 namely.

Improvement of Tunnes Multi-Purpose Covered Court at Greenrose I folds., Sugy. Geronine, Refrigues, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said influstraction, seaks, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 19 Vally 2021 has accepted and binds itself to undertake the construction and completion of the above said influstraction works smally 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 Seven Remarked Sixty Right Substantial Bix bandwell Richter Peace & 27/100 (9768-871-271), Philippine Currency.

NOW. THEREFORE, for and in consideration of the foregoing premites, the parties herein beselve agree as follows:

The whole works subject matter of this Agreement shall be completed within Foreign

Decrements, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated becamin and incomparated became by very of reference, namely:

- a SP Ordennes No. Creinanne # 14, s. 2021
- b. Certificate of Availability of Funds
- c Scope/Program of Work and Detailed Estimate
- d Denning Plant and Specifications
- e. Consideration Schedule
- f. Request for Expression of Interest
- g. Birlding Documents including all the documents/statements contained in the winning bidder/s toro (2) hidding envelopes
- L Bid Security
- i. Addenda and Sapplemental Delletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NPOC/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 coverants with the PROVINCE to construct and complete the infrastructure weeks subject of this Agreement in conformity with the province of the Contract.

Seven subjected Wiley Report Chousened Six Reported Kleves Pesses & Clares Pesses & Page 1

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreements's a contract price at the time and in the mounter presented 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 **Two Bundred Thirty Thousand Five Equipolation**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 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;

"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 say 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, faiture 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 daily 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 manual agreement of the parties hereto to agree in writing 22 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 the Agreement, the budding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the periment provisions of Republic Act No. 9184, and its implementing Rules and Regulations. the make the CONTRACTOR liable for civil liability or domages, which may either consist of liquidated damages and restitution for the domages done of the farfeiture in favor of the government of any nowacconted 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/manacipality of the Province of Rical where the infrastructure project or works is/are located.

IN WITNESS, WHEREOF, the peat	hes have hereunto signed this Agreement this day of
Entity/Firm/Corporation	RIZAL PROVINCIAL GOVERNMENT
By: GERALD KINES . J. BILOG Propriets / Manages / President	REBECCA A. YNARES Guvennor
CINA Z ANORMA	WITNESSES MA. VICTORIA B. TEJADA

NOTABIAL ACKNOWLEDCMENT

REPUBLIC OF THE PHILIPPINES)

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

Nome/Embty

Valid ID Presented

Date

Place

HUN RESECCA A. YNARES

Passport No. P6239281A

August 5, 2028

Manila

GERALD KENN S.J. BILOG

196-919-523

all lengtes to use and to see known to be the same person's who executed the foregoing entirement and acknowledgment that the same is their free voluntary act and dead as well as the entity that they respectively present.

This instrument, consisting of three (1) pages including this page wherein this acknowledgment is weather and has been signed by the gusties beauto in each and every page hereof, refers to the Agreement for: Improvement of Theres Multi-Furpose Covered Court at Greenrose I Subt., Brgy. Geronime, Rodriguez, Risal

하는 일을 보고 있다면 하는 것은 일본 사람들이 되었다. 그는 그는 그는 그는 그를 모르는 것이 없다.	and the control of th
- 아니티 아르아워 <u>트의 스트를 가면 만든다.</u> 그래 그는 아니아 아니는 이 모든 다니다.	
WITNESS MY HAND AND SHAL this	day of AUG 20 2021 & Risal Dank Rice Birgan (
	THE PERSON OF TH
A 按照管理报告者 4.65 是一种原理	All Third MARCE E. SMILL
ANGUNO RIZAL	NOTARY PUBLIC
6번 호텔 선물 하지 않고 있다면 다시 네트 보이다.	
Doc No. 477	for Angono, Binangonan & Cardor
	all in the PROVINCE OF RIZAL
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Plants Maria	NOTARY WIELE Matter No.
	MOTARY MINISTER
	The state of the s

December 31. m. Matter No. PTR NO. January Rizal Roll of Attorneys No. 69250 iBP Lifetime Member No. 016632 /Rizar MCLE Compliance No.VI-0007683 Valid until April 14, 2022

Binangonan & Cardona



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Repair/Repainting of Ynares Multi-Purpose Covered Court and Construction of Comfort Room at Brgy. San Jose and Brgy. Ampid I, Rodriguez and San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

8-23-7671

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS.

This ACREEMENT made and entered into by and between

The PROVINCIAL COVERRIMENT OF RIZAL, a local government unit, duly organized and existing made: Republic Act No. 7160, with seat of government at the Rical Provincial Capital, Carcumbaratial Road contar P. Oliveros St., Begy. San Roquis, Artipole City, represented in this act by its COVEROR, HON. RESECCAA. PRANES, begin referred to as the PROVINCE; and

LAND SUTTIMENE , a sole proprietorship/provate corporation, duly organized and existing paths the laws of the Republic of the Philippine, with principal place of becausess and office address at Range Floral and herein represented by its Proprietor/President/Commit Manager, Remarks VIII a remains of legal age, Filipine citizen, single/manied, resident of Sayars & Vine 1 hermoster referred to as the CONTRACTOR WITHERSPITH, Thus

WHEREAS, the PROVINCE declares that certain inflastructure works should be constructed in pursuant of the SangganiungPeologyalgen Ordinance No Conditionnes 14,8,2024 namely:

Repair/Repairting of Theres Multi-Purpose Govered Court and Construction of Confert Reem at Brgy.San Jose and Brgy. Ampid I, Redrigues and San Mateo. Rival

WHEREAS, the CONTRACTOR warranting that it has the financial and, because I competence to undertake the above and infractionature works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held less—18 for Jy 2024—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 place; program of works and specification in completion of the mount of Cris Million Powers Bidding Milding-Five Theorems 12 Republical Response Currency

NOW, THEREFORE, for and in consideration of the foregoing promises, the parties bereto hareby agree as fullows:

- 1. The whole works subject statter of this Agreement shall be completed within the Bid Bundwed Agreement Plans (175) coloreder days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated because in accordance by may of reference, against a
 - a SP Commune No Credinance / 14, a. 2021
 - is Continents of Availability of Funds
 - t. Scope/Program of Work and Detailed Estimate
 - d. Derving, Plans and Specifications
 - t. Combrochen Schedule
 - f Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning biddles/s two (2) bidding condenses
 - le Bird Security
 - i. Addends and Supplemental Bulleties
 - i. Notice of Award of Contract and the Contractor's Confecunitythereta
 - k. Credit Line Certificate/NPCC/Certificate of Cack Deposit second in accordance to the Bules and Regulations implementing R.A. Mr. 9184
 - 2. In contributions of the payment to be made by the PROVINCE to the CONTRACTOR, the father himselve coversants with the PROVINCE to construct and complete the infrarbanture works subject of this Agricument in configurate with the previous of the Contract:
 - The PROVINCE bareby coverants to pay the CONTRACTOR the amount of PESOS Care NULL and Electronic Education of PESOS Care NULL and Electronic Education of the construction and only upon completion of the infestructure wards unless otherwise agreed by the parties, subject of this Agreements a contract price of the line and in the mount prescribed by the Contract and specified in the Rid and as agreed upon by the Contractor;



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Fundred Fifteen Programs Seven Fundred One Person & 21/100

 Philippine Currency, in the form of Performance 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;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Faihures" 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;

- "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 artifications 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 matual agreement of the parties hareto to agree in writing 23 to resert to other alternative modes of disputes resolution.

Without prejudice to administrative sunctions that may be imposed in proper cases, a violetion by the CONTRACTOR of any/all of the provisions 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 Roles and Regulations, shall make the CONTRACTOR liable for civil liability or dismages, which may either consist of liquidated decoages and restitution for the damages done of the forfeithers 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.

Junisdiction over civil cases or sait out of the implementation of this Agreement, shall belong to the appropriate court of the city/amorcipelity of the Province of Rical where the infrastructure project or works is/are located.

MA. VICTORÍA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

2.2 (YES (STORY)

CINA/Z/ANORMA

BEFORE ME, a Notary Public for and in Antipulo City, personally appeared the full owing

Name/Estaty Valid ID Presented Date Place
HOR RESECCA A. YNARES Passport No. P4239281A August 5, 2028 Marils

REMATO VILLARGHAN 119-041-448

old frames to one and to one known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary set and deed as well at the entity that they respectively present

This instrument, comisting of first (3) pages including that page wherein this acknowledgment is written and has been signed by the paster knote in each and every page best of relies to the Agreement for:
Repair/Repairting of Tharen Multi-Purpose Covered Court and Construction of Confort Recon at Bray. San Jone and Bray. Augid I, Rodriguou and San Nateo, Risel

WITHESS MY HAND AND SEAL this	day of AUS 20 2021 a period from the same to the
Charles Della	SOUND OF THE PROPERTY OF THE P
	NOTARY PUBLIC
Part 167	for Angono, Binangonan & Cardona
There May 27	all in the PROVINCE OF RIZAL

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PTR NO. Rizal
Roll of Attorneys No. 69250
(BP Lifetime Member No. 016632 /Rizal
MCLE Compliance No.VI-0007883
Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

MR. DANDY B. MORADA
D.B. MORADA COSNTRUCTION COMPANY
Rodriguez, Rizal

Dear Mr. Morada:

The attached Contract Agreement having been approved, notice is hereby given to **D.B. MORADA COSNTRUCTION COMPANY** that work may proceed on the **Construction of 2-Storey Ynares Multi-Purpose Bldg. (Health Center), Brgy. Balite, Rodriguez, 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:

8/23/2021

DANDY B. MORADA

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS.

This AGREEMENT made and entered into by and between

The PROVINCIAL COVERNMENT OF REZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sent of government at the Rical Provincial Copital. Carconderential Road corner P. Oliverus St., Bezy. San Roque, Antipolo City, represented in this act by its COVERNOR, HON, REHECCA A. YNARES, Income referred to at the PROVINCE; and

D. R. MODELTA GOMESPRINGETON CONTANT a sole proprietorship/private corporation, doly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Redirectors. Risel and because represented by its Proprietor/President/ General Manager. Dandy R. Marrada of legal age, Rispino crimes, single/married resident of Budget group. Risel have made referred to as the CONTRACTOR, WITNESSETH, That

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in present of the Sanggarang Parishmagan Ordinance Notice Lineage # 14, 8,2024 samely. Construction of 2-Sterey Taures Multi-Purpose Building (Health Center), bray. Belite, Refrigues, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said industructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>49 July 2021</u>, 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 Physics Million Serven Bundwed Five Theoretical Can Kundred Kingby-Hime Peases A51/404P3, 705, 199341), Philippine Currency.

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

- 1. The winds works subject matter of this Agreement shall be completed within One Bundred Street (160) calender days, in accordance with the provisions of the Bid Decements, Appeared Frant, Program of Works and Specifications and supporting/related decoments which are integrated herewith and incorporated barries by may of reference, standy
 - s. SP. Ordinance No. Obblinenas # 14, 8.2021
 - 8. Certificate of Availability of Funds
 - e. Scope/Program of Work and Detailed Extensity d. Donning, Plans and Specifications

 - e. Construction Schedule

 - f. Request for Expression of Interest

 2. Bidding Documents including all the documents/statements contained in the vaporing hidden's two (2) hidding cavelages
 - h. Bid Security
 - i. Addentis and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformitytherein
 - k. Credit Line Certificate/NPCC/Certificate of Cash Descrit issued in accordance to the Pules 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 coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the previous of the Contract
 - 3. The PROVINCE hereby coverents to pay the CONTRACTOR the amount of PESOS home Million Reven Rendred Five Changes & One Tondred Missign (P. 200 City See) Philippine Currency, in consideration of the construction and only upon completion of the unfrastructure works unless otherwise agreed by the portion, subject of this Agreements's a contract price of the time and in the morner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million One Rundred Meyon Theorems 171ve Fundament Fifty-Rine Pesos & 85/100 (P 1.111.559.85)

 Philippine Currency, in the form of Performance 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;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Faihures" 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 Anditing 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;

"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;
- 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 saturated 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 therein: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however in any matter agreement of the parties hereto to agree to writing to resurt to other afternative mades 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 sobsequent to the execution of this Agreement as well as any of the partiment provisions of Republic Art No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for eval liability or damages, which may either consist of liquidated demages and restitution for the damages done of the furfathere in favor of the government of any unwarranted benefit derived from the act or acts in question or body at the discretion of the Courts.

lurisdiction upor civil cases or suit out of the intellementation of this Agreement, shall belong to the appropriate court of the city/summercelity of the Province of Reed where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this **PRINCIPALIZAT**

D.A. MERADA COMPETED OFF OCHPANY Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

REBUCCA A. YNARES Gevernæ/K

INORMA

WIINESSES

MA. VICTOMA B. TEJADA

NOTARIAL ACKNOWLED CMENT

CHE CHILIPPINES

REPORE ME, a Notacy Public for and in Antipole City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON RESECCA A. YNARES

Pessport No. PR230281A

Angust 5, 2028

Manita

PARTY D. MORADA

010-170-260

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 vehiclery act and deed as well as the entity that they respectively present.

This instrument, consisting of three (3) pages including this page wherein this orknowledgment is written and has been regard by the gastes beento in each and every page larged, rules to the Agreement for: Construction of 2-Storey Tueres Multi-Purpose Building (Health Center), Brey, Balite, Redrigues, Risel

WITHESS MY HAND AND SEAL this day of AUG 20 2021 AIREAN SHOW ZA

#7 Dec No. Pare No. Senes 20 7/

for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL Until December 31,24 NOTARY RIBOR NO. MANY Rizal

Roll of Attorneys No. 69250 IBP Lifetime Member No. 016932 /Rizai MCLE Compliance No.VI-0007883 Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Repainting/Repair of Ynares Multi-Purpose Covered Court at Brgy. Manggahan, Rodriguez, 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:

8 23 10 7

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

citizen, undermanted, resident of

CONTRACTOR. WITNESSETH That

This AGREEMENT made and extered into by and between

Proprietar/President/ General Manuer 7 002410 Villarounce

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with uset of government at the Rinal Provincial Capital Correspondential Road corner P. Oliveros St., Begy. San Reque, Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARES, benin referred to at the PROVINCE, and
existing under Republic Act No. 7160, with yest of government at the Rind Provincial Capital Carcinoferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARES, bearing referred to at the PROVINCE, and
existing under Republic Act No. 7160, with yest of government at the Rind Provincial Capital Carcinoferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARES, bearing referred to at the PROVINCE, and
Corcumberential Road cursus P. Oliveros St., Bray. San Reque, Astipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARES, Lemin referred to at the PROVINCE, and
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LARD BUILDERS . a sole proprietoring/grivate emporation, day
organized and existing under the loves of the Republic of the Philippines, with principal place of business

Daras. Bizal

of legal age. Filipine

incrementar referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Somepaising Purishing an Ordinarie No. Ordinaries & 14,2021 namely: Repainting/Repair of Theres Multi-Purpose Covered Count at Rugy. Managedam. Rodrigues. Risal

WHEREAS, the CONTRACTOR, worranting that it has the financial and, technical competence to undertake the above said infrastructure weeks, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 19 July 2021, has accepted and hinds study to undertake the construction and completion of the above and infrastructure weeks strictly in accordance with the following standards set forth in the hid documents, approved plans, program of weeks and specification in consideration of the amount of CRS NILLION Severs Brandwell Rightly-Property Pages 8 (P1.711, New CR), Philippine Currency.

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

- 1. The winds works subject matter of this Agreement shall be completed within the Europe (100) 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 inversitions and incorporated larger by way of reference, asserty.
 - a SP Orders NoOrdinacion / 14, s. 2021
 - b. Cutificate of Availability of Funds
 - c Scope Program of Work and Detailed Estimate
 - d Deaving, Plans and Specifications
 - e Combraction Schedule
 - f Request for Expression of Interest
 - g Birlding Decoments including all the documents/stokenests contained in the winning birlder's two (2) hidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletins
 - Notice of Award of Contract and the Contractor's Conformityligants
 - k. Credit Line Certificate/NPCC/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 hardy covenents with the PROVINCE to construct and complete the inflatinacture works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Court PALLEON Servers Supplied Elevers Thousand Three Stratured Right-parties Fester & Ut/100 (1,7/1,582,06), Philippine Consency in consideration of the construction and only upon completion of the influstructure works unless otherwise agreed by the parties, subject of this Agreementar a contract price of 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; V
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Rundred Thirteen Theorem Posts Form Page 8 62/100 (R13,414.62)

 Philippine Currency, in the form of Ferromanne 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
- 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;

- "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



Documents:





referred thereto: The process of arbitration under the furegoing law shall be assumed part of this Agreement without prejudice, however to any mutual agreement of the parties hereto to agree in writing We 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 envial of the purvision of this Agreement, the bidding documents or any agreement/ordertaking prior or subsequent to the execution of this Agreement as well as any of the partitional 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 guestion or both at the fiscretion of the Courts.

larisdiction over civil cases or said out of the implementation of this Agreement, shall belong to the appropriate count of the city/manuscipality of the Province of Risal where the infrastructure project or works is/are located.

NOTABIAL ACKNOWLEDCMENT

ANTIPOLO CITY) S.S. ANGONO, RIZAL

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

Name/Entity Valid ID Presunted

Date Place

HON REPROCA A YNARKS

Passport No. P\$239281A

Approx 5, 2028

MA. VICTORIA B. TEJADA

Manila

Remete Villareman

119-041-448

all harries to me and to me known to be the same person's who executed the foregoing instrument and extensively important that the same is their five voluntary act and dead as well as the entity that they respectively present

This inchronsest consisting of three (i) pages including this page wherein this acknowledgment is written and has been signed by the pastes beants in each and every page beconf, refers to the Agreement for:

Reputating/Repair of Traces Milti-Purpose Governot Count at Bray.

Kanggahan. Redrigues. Rival

WITHESS MY RAND AND SEAL this ______ day of AUG 2 2021 V River Projection County OS

NOTARY PUBLIC

For Angeno, Sineageness & Cerdone
all in the PROVINCE OF RIZAL

Until December 31.49
NOTARY FUNDAMENTAL PROPERTY River PTR NO. 1641 Rize!
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rize.
MCLE Compliance No.VI-0007883
Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Repair/Repainting of Ynares Multi-Purpose Covered Court at Graceland Exec. Subd., Brgy. Ampld II, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature;

Name of the Representative of the Bidder.

8 23 704

07/19/2021 # 27

CONSTRUCTION AGREEME

KNOW ALL MEN BY THESE PRESENTS.

This AGREEMENT made and entered into by and between

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Preprietor/President/ General citizen, single/manind, resi	Monager, Helli	NO LLA PORA	of legal age.	Filipino
CONTRACTOR WITNESS	PTH T		, bereinafter referred to	as the

WHEREAS, the PROVINCE declares that curtain infrastructure works should be constructed in presument of the Sanggamiang Partial angus Ordinance No. Critica 200 #14,8,2020 mannely: Repair/Repainting of Thores Multi-Purpose Covered Court at Greceland Axec. Subd., Brgy. Ampid II. San Mateo, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastruction works has been declared as the Lowest Calculated Responsive. But in a middle hidden hold last 19 July 2001 has accorded and hands stealf to probable Bid in a public hidding held last , less accepted and bands steelf to undestake the construction and completion of the above said infrastructure works saidly in accordance with the following standards set furth in the hid decounses. toved plans, program of works and perification in Sixty-four Thomas Pitty-Might Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Ferring-Elight (48) calendar days, in accordance with the provisions of the Bidwests, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated because and incorporated became by may of reference, manely
 - a SP Ordinance No Ordinance # 14, s. 2020
 - L Cartificate of Availability of Funds
 - e. Senge/Program of Work and Detailed Estimate 4. Descring, Place and Specifications. a. Construction Schedule

 - f. Request for Expression of Interest
 - g Bedding Documents including all the documents/statements continued in the minning bidder/s two (2) hidding envelopes
 - h Bid Security
 - i Addenda and Supplemental Bulletins
 - i. Notice of Award of Contract and the Contractor's Conformitytherate
 - k Credit Line Certificate/NPCC/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 haraby coverants with the PROVINCE to construct and complete the infrastructure warks subject of this Agreement in conformity with the province of the Contract;

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Correccy, so consideration of the construction and only upon completion of the infiniteneture works unions otherwise agreed by the parties, subject of they Agreements a contract price of the time and in the per prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

- 4. The CONTRACTOR wastents that he has not given not promised to give any money or gift in 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>Pub Rundwell Righty-Fine Photograd</u>

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 Philippine Correctly, on the form of Parformance Land as a measure of guarantee for the flethful compliance of and compliance with his obligations under this Agreement and all papers/discussests in support thereto and all papers/discussests in support thereto and an accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to governmenter performance of his responsibilities as case of "Simetoral Defects and Failures" excessing during the applicable warranty period.
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and municipated by the CONTRACTOR under his masse 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 Latel Government Code and the Implementing Rules and Regulations embodied in the Government Accounting Audition Manual (GAAM), unless otherwise incommistent with Republic Act No. 9184, regarding the payment of damages, whether implementation of this Agreement.

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated decorges which shall poyable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated demogras shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed purison for every day of delay. Once the cumulative amount of liquidated demograd reaches has powers (10%) of the amount of the contract, the Procuring Entity may restrict on terminate the contract, without prepolice to other courses of action and remedies available under the currentences.
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's buildle and safety, workmen's welfare compensation for injuries, streamen wages, hours of work and other laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the afternoon project prior to the acceptance by the PROVINCE.
- 11. That the PROVINCE shall have no PAPLOYER 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 sale responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change strike adopted and approved the Government and consistent with the provinces 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 femination referred to:
- 14 CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the BROVINCE 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 cupy of its increase and beniness tax suturns duly stamped and received by the BIR and duly validated with the tax payments made thereous
- 15. Any and all disputes arising from the implementation of this Agreement shall be admitted to arbitration and Republic Act No. 876, also known as the "Arbitration Land" 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 natural agreement of the parties herein to agree in writing 2. It result 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 liability or damages, which may either consist of liquidated damages and restitution for the damages does of the intriciture in flavor of the government of any newstranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

NOTARIAL ACKNOWLEDGMENT

ANGUNO REPUBLIC OF THE PHILIPPINES)

(MGONO RELEASE
) S.S.

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

Name/Entity Valid ID Presented Date

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028 Manila

Place

Receive Villarenan

----119--011--118-

all leaves to one and in one known to be the same person's who executed the foregoing instrument and acknowledgement that the same is their line valuatory 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 switten and has been signal by the poster hearts in each and every page bareof, rather in the Agreement for

Repole/Repainting of Theres Multi-Purpose Covered Court at Greceland Exec. Subd., Brgy. Ampid II, Sen Mates, Risel

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 Ynares Stage at Tlerra Monte 2 Subd., Brgy. Silangan, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor4

I acknowledge receipt of this Notice on:

B-33 201

Authorized Signature:

Name of the Representative of the Bidder:

RENATØ[®]Ç. VILLAROMAN

CONSTRUCTION AGREEMENT γ_2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT much and entered unto by and between

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organized and existing under the laws of the Republic of the Philippines, with principal place	of bremes
and office address at Barns 2 201 and herein represente	نه: است
Proprietar/President/ General Managar, Reputo Villaroman of level .	0 DA 162
· 그렇게 하는 사람이 되는 사람이 하는 사람이 되는 사람이 되는 사람이 되었다. 이 아이를 보고 있는 사람이 아이를 보고 있다면 하는 사람이 아이를 보고 있다. 그 사람이 사람이 나를 보고 있다.	ge, Filipino
citizen, single/memed resident of Barns, Rizel, hereinetter referred	to as the
CONTRACTOR WITHESSETH, Test	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the SangramingPendelsonium Ordinance No. Ordinance #14, 2,2020 namely. Construction of Thereo Stoge et Tierra Monta 2 Subd., Brgy. Silangen. San Matoc. Rizal

WHEREAS, the CONTRACTOR warranting that it has the financial and technical competence to sindertake the above said infrastruction works, has been declared as the Lowest Calculated Responsive Bird in a public bidding held last 19 MALY 2021 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 furth in the bird documents, approved plans program of works and specification in consideration of the amount of One Million One Runding Sixty-Five Theological Seven Burndard Algebra-Fee Peece 5 (P1, 165, 782, 59) Philippine Currency 55/780

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

- I The whole works subject matter of this Agreement shall be completed within Seventine-Eight (76) calender days, in accordance with the provisions of the Bid Decriments. Approved Plans. Program of Works and Specifications and supporting/related documents which are integrated hereinth and incorporated herein by way of reference, annuly.
 - a SP Ordinance No. Ordinance # 14. s. 2020
 - b. Cartificate of Availability of Possic
 - c Steps/Program of Wark and Detailed Estimate
 - 4. Derwing, Place and Specifications
 - Construction Schoolde
 - £ Request for Expression of Interest
 - g. Bidding Decoments including all the documents/statements contained in the vicining bidder/s two (2) hidding envelopes
 - h. Bid Security
 - 1. Addenia and Supplemental Bulletins
 - i. Notice of Award of Contract and the Contractor's Conformitythereto
 - E. Credit Line Certificate/NPCC/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 basely; coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE bessly covenants to pay the CONTRACTOR the amount of PESOS Care Million Case Mundred Birty-Five Thousand Seven Bundred Birty-Five Presents 5 79/100 (P. 1.465-742.59), Philippine Currency, in consideration of the contraction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreements a contract price at the time and in the manner prescribed by the Contract and specified in the Red and as agreed upon by the Contractor;



Of.

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- 4. The CONTRACTOR wastasts that he has not given not premised to give any money or gift to any afficial 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 Numbered Forty-Sine Thougand Seven Rundred Thirty-Pear Penos & 78/100 (P549,734-78)

 Philippine Converse, as the fune of Ferriormance Board as a measure of guarantee for the factiful compliance of and compliance with his obligations under this Agreement and all papers/documents in imposs thereto and/or memperated 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 Falleres' occurring during the applicable warranty period.
- 7 For the duration of the Contract, a Contractor's All Rick Incurance shall be obtained and strained 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 Government Accounting Anditing Manual (GAAM), unless atherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether implement and comparisatory damages or restitution shall be applicable in the implementation of this Agreement.

- "All contracts executed in accordance with the Act and this IRK shall contain a provision on liquidated decoages 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 decoages shall be at least equal to one-treath of one percent (0.001) of the cost of the susperformed particle for every day of delay. Once the constant emmant of liquidated decoaged reaches too percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without projudice to other courses of action and remarkes available under the correspondences."
- 9. The CONTRACTOR shall enoughly with and strictly observe all laws regarding workmen's beside and safety, workmen's waiting compensation for injuries, minimum wages, hours of work and other laws.
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforement and project point 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 impactes 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 emplementing rules and emidelines regarding adjustment of Contract Price and/or change order adopted and reproved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 1.7 In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinelles referred by
- 14 CONTRACTOR undertakes to pay taxes as full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or survices delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elearance from the Bureau of internal Revenue and a copy of its incume and business tax estums duty stamped and received by the BIR and duty validated with the tax payments made thereou.
- 15: Any and all disputes arising from the implementation of this Agreement shall be admitted to arbitrature under Espathic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are wishen 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 past of this Agreement, without prejudice, however to any national agreement of the parties hereto to agree withing 2/4 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 Reputation Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR hable the civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the furthings 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.

Junisdiction over civil cases or unit out of the emplementation of this Agreement, shall belong to the appropriate court of the city/americapality of the Province of Rical where the influstracture project or works it/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _______ duty of the parties have hereunto signed this Agreement this _______ duty of the parties have hereunto signed this Agreement this ______ duty of the parties have hereunto signed this Agreement this ______ duty of this Agreement this ______ duty of the parties have hereunto signed this Agreement this ______ duty of this Agreement this _______ duty of this Agreement this _______ duty of this Agreement this _______ duty of t

NOTARIAL ACKNOWLEDGMENT

MA VICTORÀ

ANGUNO, RIZA.) S.S.

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

Name/Entity

Z. ANORMA

Valid ID Presented

Date

Place

HOM REBECCA A YNARES

Pessport No. P8230281A

August 5, 2028

Marila

Renate Villaremen

Senes 20 M.

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 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 posters benet in each and every page hereof, refers to the Agreement for.

Construction of Incres Stage at Lierus Houte 2 Subd., Brgy. Silangen, San Mateo, Risel.

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WITNESS MY HAND AND SEAL I	theisday (AUG 2 0 2021 🔏	Rizal Deferrial Carito	Incresc
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PTR NO. **EDITAL RIZE

PTR NO. **EDITAL RIZE

Roll of Attorneys No. 69250

IBP Lifetime Member No. 016632 /Rize

MCLE Compliance No. VI-0007883

Valid until April 14, 2022



NOTICE TO PROCEED

20 August, 2021

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

Repair/Repainting of Ynares School Building at Jose F. Diaz Mem.
National High School, Brgy. Gulod Malaya, San Mateo, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

&-23-70'X

Authorized Signature:

Name of the Representative of the Bidder:

RENATO VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS.

This AGREEMENT made and entered into by and between

The PROVINCIAL COVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, such suct of government of the Rizal Previncial Capital, Carcumferential Road comer P. Okweres St., Bogy San Roque, Antipolo City, represented in this act by in COVERNOR, HON, RESECCA A. YNARES, become refinered to as the PROVINCE, and

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WHEREAS, the PROVINCE durings that certain infrastructure works should be constructed in not of the Sanggroung Purishment or Sangground No. 2 183 # 6. S. 2020 namely. Repair/Repainting of Traves School Building at Jose F. Dies Hou. National Righ School, Brey, Guled Halays, Son Nates, Risal

WHEREAS, the CONTRACTOR, was ranking that it has the financial and, technical competence to materials the above said infrastructure saucks, has been declared as the Lowest Calculated Responsive Bid in a public helding held last 19 July 2021 , has accepted and hinds itself to undertake the complementum and completion of the shave said infrastructure weeks strictly in accordance with the fullowing standards set forth in the ind documents, approved plans, program of works and specification to consideration of the amount of 600 MALLEON Plans Branches of the amount of 600 MALLEON Plans are program of the amount of 600 MALLEON Plans are program of the amount of 600 MALLEON Plans are program of the amount of 600 MALLEON Plans are program of the amount of 600 MALLEON Plans are program of the amount of 600 MALLEON Plans are program of the amount of 600 MALLEON Plans are program of the amount of 600 MALLEON Plans are program of the amount of 600 MALLEON Plans are program of the amount of 600 MALLEON Plans are program of the amount of 600 MALLEON Plans are program of the amount of 600 MALLEON Plans are program of the amount of 600 MALLEON Plans are program of the amount of 600 MALLEON Plans are program of the amount of 600 MALLEON Plans are program of the amount of 600 MALLEON Plans are program of the first and the first are program of the first are program of 600 MALLEON Plans are program of 600 MALLEON Plans are program of the first are program of 600 MALLEON Plans are program Mix Bundred Pifty-Sine Fener & 27/400 1, 104,659,27 Pubpping Currency

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

- 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 horself and incorporated becam by way of reference, namely,
 - a SP Ordinance No. RP68 y 6, 8, 2020
 - b. Cutificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Echanic d. Drawing, Plans and Specifications

 - e. Construction Schedule
 - f. Recoest for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Sergeity
 - 1. Addends and Supplemental Bulletins
 - . Notice of Award of Contrart and the Contractor's Confermitytherate
 - 1. Credit Line Confidents/NFCC/Confidents of Carls 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 largeby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Azorement in conformity with the province of the Contract;
- 7. The PROVINCE berely enviseds to pay the CONTRACTOR the empet of PECOS.

 Out 121110 Three Research Richtsuffers Thousands Riv Building Parks P T. W. ANT. Philippine Converse, at consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreements a contract price of the time and in the meaner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.



- 4. The CONTRACTOR waterants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCR, or any Government inclumentality to secure this Contract; 29
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS FOUR JURISTEE FLICTURE Theorem Thomsond Three Ruthered Name Towns Fesos & 98/100 (p415,597,98)
 Philippine Currency, of the four of Ferformance Bond as a measure of guarantee for the faithful compliance of and compliance with his philippines under the Agreement and all papers/documents in support decreto and/or incomposited herewish, in accordance with the Bidding Documents:
- 6 Contractor underbikes to post a warranty security to governme performance of his responsibilities in case of "Senctand Delects and Faitures" 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 mader his ment 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 Return Act of 2003, and its languagement Roles and Regulations and Regulations Act No. 7160, otherwise known as the Local Government Code and the languagementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of dumages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRE shall contain a provision on liquidated demogras 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 domagns shall be at least equal to one-tenth of one percent (0.001) of the cost of the magnetization portion for every day of delay. Once the consultative amount of liquidated dumagnet markets ten percent (10%) of the amount of the contract, the Procuring Entity may restind or tenumnte the contract, sufficiely prejudics to other courses of action and remarkets available under the contract.
- 9. The CONTRACTOR shall camply with and shiefly 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 aforesemblemed project prior to the acceptance by the PROVINCE.
- 11. That the PROVINCE shall have no EMPLOYER EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for may injuries and/or damages that may be sustained by them or may third purty, and that the same shall be the sude responsibility of the CONTRACTOR.
- 12. The emplementing rules and gradulines regarding objectment of Contract Price and/or change noder 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 tradesc because he colored 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 succious delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tex elegrance from the Bureau of Internal Revenue and a copy of its income and business tax ruturns 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 willian the computence 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, insures to any material agreement of the parties herein to agree in writing 29 to resert to other observative modes of disputes resolution

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

Junisdiction over civil cases or suit out of the amplementation of this Agreement, shall belong to the appropriate court of the city/memocraphity of the Province of Rical where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this GUND, RIZAL LARD MILDERS RIZAL PROVINCIAL GOVERNMENT Patity/Firm/Corporation By: By. Remati) & Gavenner WITNESSES

NOTAKIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

W.L. ANORMA

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

Name/Entity Valid ID Presented

Date

B. TEJADA

Place

HON REBECCA A YNARKS

Passport No. PE239281A

August 5, 2028

Manile

Remate Villarence

119-041-448

all known to me and to me known to be the same person's who executed the foregoing resinguest and procest that the same is their free vehiclery act and deed as well as the entity that they respectively present

This entriment, compating of three (3) pages including this page wherein this acknowledgment is written and has been signed by the perties breath in such and every page havenfured to the Agreement for Repairs/Repairsting of Tentros School Building at Jose F. Dies Man. National High School, Bray, Galod Maleys, Sen Mates, Risel

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Valid until April 14, 2022



NOTICE TO PROCEED

20 August, 2021

MR. POCHOLO A. PASAY PA PASAY CONSTRUCTION Cardona, Rizal

Dear Mr. Pasay:

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

Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court and Stage at Brgy. Wawa and Brgy. Plaza Aldea, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

873 X7

07/19/2021 # 30

CONSTRUCTION ACREEMENT 30

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL COVERNMENT OF RIZAL, a local government unit, duly organized and existing sucher Republic, Act No. 7160, with rest of government at the Rizal Provincial Capitol, Circumferential Road conner P. Oliverus St., Begy. San Reque, Antipolo City, represented in this act by its COVERNOR, HON, RESECCA A. VNARES, became referred to at the PROVINCE, and

PA PASAT CONSTRUCTION a sole proprieturible/private corporation, duly organized and existing moder the lower of the Republic of the Philippines, with principal place of business and office address at Gaydonn, Rinal Proprietor President General Manager Pockets Pagey colors, uncleinsumed condent of Gardonn, Rinal and become represented by its of legal age, Filipino , because referred to as the CONTRACTOR WITNESSETH That

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganian Panishavigan Ordinance No. 2 PES # 6, 8, 2020 namely: Repair/Repainting/Improvement of Theres Multi-Purpose Covered Court and Stage at Brey, News and Brey, Place Aldes, Tenay, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to underloke the above said infrakturing works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held lost 19 July 2021 , has accepted and binds itself to undertake the constructions and completion of the above said inflastructure 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 One HILLIAN Seven Bundwed Bighty-Six Photoners Thirteen Pessa & 07/100 (P1.786.015.07), Philippine Currency.

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

- 1. The whole weeks subject matter of this Agreement shall be completed within One Rundred (300) colonder days, in accordance with the provisions of the Bid Documents. Approved Plans, Progress of Works and Specifications and supporting/related documents which are integrated bereville and incorporated berein by way of reflectace, manufy.
 - a. SP Ordinance No. 2763 # 6. 8. 2020
 - b. Continents of Availability of Family
 - t. Scope/Program of Work and Detailed Estimate d. Denving, Plans and Specifications

 - e. Construction Schedule
 - f. Request for Expression of letterest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) hidding envelopes
 - k. Bid Security
 - t. Addends and Supplemental Bullotins
 - i. Notice of Award of Contract and the Contractor's Conformitytherete
 - 1. Credit Line Certificate/NPCC/Certificate of Cosh Deposit issued in accordance to the Roles and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be much by the PROVINCE to the CONTRACTOR, the latter hereby covernants with the PROVINCE to construct and complete the influstracture works subject of this Agreement in conformity with the province of the Contract
- 3. The PROVINCE berely covered to pay the CONTRACTOR the amount of PESOS One \$4171 at Boyen Bundred Bishty-Six Phonosom Thirteen Pesos \$ 07/4a (71,726,011,07), Philippine Convercy, so consideration of the construction and only upon completion of the infrastructure works unless offerwise agreed by the parties, subject of this Agreementes a contract parce 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 premised to give any money or gift to any official or compleyes of the PROVINCE, or any Government instrumentality to secure this Contract,
- 5. It is understood that prior to the sagning of this Agreement, the Controctor has posted the required performance seemely of PPS/OS Pive Hundred Phipty-Five Thomsand Might Europe Penns & CO/400

 Philipping Correspy, as the faces of Performance Rand as a measure of guarantee for the factified compliance of and compliance with his obligations under this Agreement and all papers/documents in support therein and/or incorporated herewish, in accordance with the Bidding Documents:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his setponsibilities in case of "Structural Defects and Faibures" occurring during the applicable warranty period.
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and analysished by the CONTRACTOR under his name and at his own expanse, 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 Amiliary Manual (GAAM), notes otherwise incommistent with Republic Act No. 9184, regarding the payment of disneges, 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 fullows, to wit:

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated decoupes which shall populate by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated decoupes shall be at least equal to our tenth of one percent (0.001) of the cost of the imperformed purtion for every day of delay. Once the countainty amount of liquidated decouped reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resting at terminate the contract, without prejudice to other courses of action and restricts available paster the circumstances."
- 9. The CONTRACTOR shall enoughy with and strictly observe all laws regarding workmen's bealth and salidy, workmen's welfare compensation for injuries, mannature wages, hours of work and other labor laws.
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the afterward project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have on EMPLOYEE FMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any squares and/or damages that may be sustained by those or any third party, and that the same shall be the sale responsibility of the CONTRACTOR;
- 12 The implementing rates and guidelines regarding adjustment of Contract Price and/or change under 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 bereinades referred to:
- 14 CONTRACTOR modestakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or nervices 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 luminers 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 saturated to attractors under Republic Act No. 87d, also known as the "Arbitration Low" Rewided however, That, disputes that are within the competence of the Combuction Industry Arbitration Commission in resolved shall be



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, weithout prejudice, however to say matted agreement of the parties hereto to agree in writing 20 to resort to other alternative mades of disputes resolution

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anyfell of the provision of this Agreement, the bidding documents or may 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 landementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and residuation for the deceases done of the furficiture 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.

Junisdiction over civil cases or suit out of the templementation of this Agreement, shall belong to the appropriate court of the city/numicipality of the Province of Rizal where the infrastructure project or weeks is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ANGONO, RIZAL PA PARAY CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: $\mathbf{B}_{\mathbf{Y}}$ Governme WIINESSES NORMA MA. VICTORIA B. TEJADA

NOTAKIAL ACKNOWLEDCMENT

REPUBLIC OF THE PHILIPPINES) MUPOLO CITY

GONO, RIZA.

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

Name/Entity

Valid ID Presented

Date

Piece

HON REBECCA A. YNAMES

Passport No. PE239281A

August 5, 2028

Manila

Postole Passy

149-308-718

all known to me and to me known in be the same person's who executed the foregoing instrument and pladgment that the same is their five valuating set and deed as well as the entity that they respectively present

This instrument, consisting of three (I) pages including this page wherein this acknowledgment is written and has been signed by the posters hereto in each and every page hursof, raters to the Agreement for: Repair/Repainting/Improvement of Theres Multi-Furpose Covered Court and Stage at Bray, Wave and Bray, Plaza Aldes, Tensy, Rizal

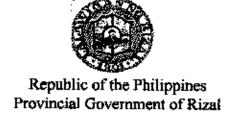
WITHESS MY HAND AND SEAL this day of A113 2 n 2021 AN ASSESSMENT ZAL NOTARY PUBLIC 106 for Angono, Binangonan & Cardona Doc No. all in the PROVINCE OF RIZAL

Page No. Egek No

Senes 20 4

Until December 31,🌉 NOTARY PUBLICOM. Matter No. PTR NO. MOTO Rizal

Roll of Attorneys No. 69250 IBP Lifetime Member No. 016632 /Rizar MCLE Compliance No.VI-0007883 Valid until April 14, 2022



NOTICE TO PROCEED

20 August, 2021

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 of Ynares Multi-Purpose Covered Court, Bleachers & Perimeter Fence at Palmera Subd., Phase 6, Brgy. Dolores, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor 8

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

8.20.70

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT 3

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL COVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with yest of government at the Rival Provincial Capital, Commitmential Road comes P. Oliverus St., Begy Son Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REEPICCA A. YNAMES, become referred to as the PROVINCE, and

ATP SELLE IN CONSESSION OF PARTY A Sale proprietorship/private emporation, duly expensed and existing under the Laws of the Republic of the Philippines, with principal place of business and office address at Limitagement, Rival , and herein represented by its Proprietor/President/ General Manager, LASTAC M. 1987 Chair of legal age, Filipino church, republication of Rismanness, Rival , hereinafter referred to as the CONTRACTOR WINNESSIH Bust.

WHEREAS, the PROVINCE declares that cartain infrastructure works should be constructed in paramet of the Sangguing Parishages Ordinarie No Continuous / 18,0,2021 namely.

Repair/Repairoting of Imares Multi-Puryous Covered Court, Bloochage & Ferinates Funds., Phone & Rogy. Deleves, Englar, Rical

WHREEAS, the CONTRACTOR, wascerating that it has the financial and, technical competence to undertake the above said influstructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 19 Daty 2001 has accepted and binds itself to undertake the combination and completion of the above said influstructure works strictly in recordance with the following standards set forth in the bid documents, approved plans, program of works and specification in completion of the amount of Paint Standards Theorem program of works and specification in Complete Standards & 43/466 (P 234, 228, 43) Philippine Correspy

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

- 1. The whole works subject matter of this Agreement shall be completed within PLFEY (50) calender days, in accordance with the previsions of the Bid Decements, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated increasing and incorporated largest by way of substance, namely.
 - a. SP Ordinance No. Collange . 14. c. 2020
 - b. Certificate of Availability of Funda
 - r. Scape/Program of Work and Detailed Estimate
 - d. Drawing, Plant and Specifications
 - e. Construction Schedule
 - E Respect for Expression of Laterest
 - g. Bidding Decomposts including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h Bed Security
 - i. Addends and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformatythereto
 - k. Credit Line Corlificate/NPCC/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 limely coverents with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

				covernate to	LML.			ent of PESOS
, ·	Consularly, so			unioner from Sea	forly upon	completion o	f the infra). Philippine Structure works
	udes oftere	or agreed by	y the parties Contract and	subject of the	us Agreement the Tid and a	les a contract	price at the	time and in the ractor

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- 4. The CONTRACTOR warrants that he has not given nor promised to give my money or gift to any efficial or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- It is understood that poor to the signing of this Agreement, the Contractor has posted the required performance security of PRSOS then Rendered Sighty-Care Thomasund Serventions Profess A 03/4000

 Philippine Convency, in the form of Fee Constance Spind as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/decrements in support thereto and/or incorporated herewills, in accordance with the Bidding Documents:
- 6 Confinctor molectakes to post a warranty security to guarantee performance of his responsibilities as case of "Siroctoral Defects and Follows" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Instrumes shall be obtained and maintained by the CONTRACTOR under his more 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 Gueral Accounting Audition Manual (GAAM), unless atherwise inconsistent with Republic Act No. 9184, regarding the payment of diseases, 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 yet

- "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 figuridated damages shall be at least equal to one tenth of one percent (0.001) of the cost of the imperformed portion for every day of delay. Once the constative amount of liquidated damaged reaches has percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice in 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 COVIRACTOR chall assume all the risk in connection with the completion of the aftermentioned project prior to the acceptance by the PROVINCE.
- 11. That the PROVINCE shall have no EMPLOYER PMPLOYEE RELATIONSHIP with the CONTRACTOR and, flurrefore not be responsible for my injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sale responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change trader 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 on the conditions of the contract because her referred to:
- 14 CONTRACTOR moderables to pay taxes in full and on time, failure to do so will estifle 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 Buresu of Internal Revenue and a copy of its income and business tax estimes duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes criting from the implementation of this Agreement shall be submitted to arbitrature under Republic Act Mo. 876, also known as the "Arbitration Low" Provided however, That, disputes that we wishin the compelence of the Communication 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 projectes, however in any mutual agreement of the parties hereto to agree in writing 3 to resert 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 anyiell 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 partiment provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil imbility 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.

Junistiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/memorpality of the Province of Rical where the infrastructure project or works it/are located.

IN WITNESS WHEREOF, the parties have bereunto signed this Agreement this AUS 2 0 2021 day of

XIT UBIADAS COMOTRODEROS CORP.

Estity/Form/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

LAURO X. VALADAS

Proprietor/Manager/President

Bv.

REBECCA A YNARES

CINA Z ANORMA

WITNESSES

MA. VICTOREA B. TEJADA

NOTABIAL ACKNOWLEDGMENT

ANTIPOLANGENCE, KI ENDES)

BEFORE ME, a Notary Public for and in Aphiolic City, personally appeared the fellowing

Name Fatity

Valid ID Presented

Date

Piace

HON RESECCA A YMARKS

Patriport No. PR239281A

ABENT 5, 2028

Manila

LAURO M. UNIADAS

008-410-489

all known to one and to use known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free valentary set 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 besets in each and every page hereof, refers to the Agreement for Expelly/Repairting of Traces BultimPurpose Covered Court, Elementure & Parisotter Funds at Falmone Subd., Finance 6, Rugy, Dalamon, elementure, Ad.

WITNESS MY HAND AND SEAL this ________ day of

ATTY ANNA MARIE L. SANTOS

for Angono, Binangonan & Cardona, all in the PROVINCE OF RIZAL Until December 31, 201

Adm Matter No. 11 200 No. 11 200 No. 12 201 Rizal Roll of Attorneys No. 69250

IBP Lifetime Member No. 016832 /Rizai MCLE Compliance No.VI-0007683 Valid until April 14, 2022

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Page No. 20
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NOTICE TO PROCEED

20 August, 2021

MS. JESSA F. PAYTE
STEELBEND CONSTRUCTION INC.
San Juan City

Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION INC. that work may proceed on the Improvement of Fnares Multi-Purpose Building and Construction of Storage Facility at Brgy. Dolores, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours

REBECCA ASVNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

8.74 DOM

07/19/2021 # 32

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS.

This AGREEMENT made and entered into by and between

The PROVINCIAL COVERNMENT OF RIZAL, a local government mut, duty organized and existing under Republic Act No. 7160, with sent of government at the Rigal Provincial Capital, Circumferential Road corner P. Oliveres St., Brzy. Son Roque, Antipolo City, represented in this act by its GOVERNOR, HON, RESECCA A. YNARES, becom referred to at the PROVINCE; and

SPEELBEND CO	NGTRICTION . 1	RC . a sole proces	dorship/peivate corporati	on Ad e
orderston with any other	the laws of the Kent	blic of the Plakeome	L. with accurate place of	U.POLINGE CH
SECTION SECTION SECTION	SER PLET	G1TV and	hecres suggested	las ite
Proposition President County	Manager	James D. Den	the of land are	Eitinima
CHARGE SECTION 150	Ment of <u>Har</u> i	Buen City	herematter referred to	as the
CONTRACTOR. WITNES	SETH, That			

WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in pursuat of the Sangaming Paristavigus Ordinance No. Cred Lance # 14.4.2021 namely. Improvement of Ynares Multi-Purpose Building and Construction of Storage Facility at Brgy Dolores Taytoy, Righl

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said inflativation works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>49 Sully 2020</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works specify in accordance with the following tlandards set forth in the bid documents, approved plans, programs of works and specification in Counterwise of the amount of Seven Rondred Parent party of Thouseand One Hundred Righty-Four Passes & 13/100 (F 722.184.13.) Philippine Currency (P. 722,184,13.), Philippine Currency.

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

- 1. The winds works subject motter of this Agreement shall be completed within Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated because and incorporated barrie by way of reference, mosely,
 - a SP Ordinance No. Conditionne # 14, 8,2021
 - b. Carblings of Availability of Funds
 - c. Scape/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - I. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidden's two (2) bidding envelopes
 - L Red Security
 - i. Addends and Supplemental Bulletins
 - i. Notice of Award of Contract and the Contractor's Conformitythereto
 - k Credit Line Certificate/NFCC/Certificate of Cosh Deposit issued in accordance to the Rules and Regulations maybenesting R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the later hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in confirmity with the province of the Contract.
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Sundred Transporter Phonesna fine Sundred Mighty-Jour Passe (P 722 484 13), Philippine A 45/400 Conveney, to consideration of the construction and only upon completion of the infinitivenew works unless otherwise agreed by the parties, subject of this Agreements's a contract price of 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 officed or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the naming of this Agreement, the Contractor has posted the required parthematics security of PRSOS. Para Hundred Sixteen. Themsond Six Hundred Fifty-Five Found & 28,7000.

 Philippine Currency, at the fluor of Paraferrance Road as a measure of guarantee for the faithful compliance of and compliance with his philippines under this Agreement and all papers/documents in support thereto and/or incorporated barewith, in accordance with the Bibliog Documents.
- 6 Contractor undertakes to post a warmany scenarily to guarantee performance of his responsibilities in case of "Senetural Defects and Failures" occurring during the applicable warranty period.
- 7. For the direction of the Contract, a Contractor's All Risk Instrumes shall be obtained and muintained 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 Gameral Accounting Ambiting, Manual (GAAM), unless atterwise incommittee with Republic Act No. 9184, regarding the payment of damages, whether Equidated and compensatory damages or restitution that he 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 decoupes 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 decoupes shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed parties for every day of delay. Once the consulative amount of Equidated demography exacts: ten percent (10%) of the amount of the contract, the Procuring Entity may rescind as terminate the contract, without prejudice to other courses of action and remarkes available under the contract.
- 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, laws of work and other labor laws.
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project pour 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 sale responsibility of the CONTRACTOR.
- 12. The simplementing rules and guidalines regarding adjustment of Contract Price and/or change and/or shapped and approved the Government and consistent with the provisions of Regulatic 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 on the conditions of the contract becomes becomes to;
- 14 CONTRACTOR undertakes to pay taxes in full and un 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 tex elemente from the Bureau of Internal Revenue and a copy of its measure and business tax entures duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes grising from the implementation of this Agreement shall be extended to grid under Republic Act Ho 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the computence of the Computertion Industry Arbitration Commission to received 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 numbel agreement of the parties hereto to agree in writing 32 to resurt to other attenuative modes of disputes resolution.

Without prejudice to a diministrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any all of the provision of the 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 Eules and Regulations, shall make the CONTRACTOR habite for civil liability or damages, which may either consist of liquidated damages and restitution for the damages down of the forfishers as favor of the government of any universated benefit derived from the act or acts in question or both at the discretion of the Courts.

Juristiction over civil cases or part out of the anglementation of this Agraement, shall belong to the appropriate court of the city/municipality of the Province of Rical where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ "ANGHOPPIZAL

STEELED CONSTRUCTION, INC.

Entity/Firm/Corporation

REZAL PROVINCIAL GOVERNMENT

By:

JESSA

By:

REBECCA A. YNARES

Governor >-

WITNESSES

MA. VICTORIA B. TRIADA

NOTABIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES ANGUNO PER

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

Name/Entity

Valid ID Presented

Date

Place

HON PERCOA A YNARRS

Passport No. DE239281A

August 5, 2028

Manila

JESSA P. PAYTE

Dec No. Page No.

Book No.

Senes 20 1/

009-258-226

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 cloud as well as the entity that they respectively present.

This makestant, containing of three (3) pages including this page wherein this acknowledgement is written and her been rigned by the purious brooks in each and every page barrof, refers to the Agreement for Improvement of Theres Multi-Purpose Building and Construction of Storage Facility at Brgy. Dolores, Taytay, Risal

WITHESS MY HAND AND SEAL this _____ day of AUG 20 2021, A TRIMETHING MY GIRER, SANTOS ANOCHO PUZAL

NOTARY PUBLIC for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL Until December 31,27

NOTARY FURL ICADM. Matter No. 11 26

Roll of Attorneys No 69250 IBP Lifetime Member No 016632 /Rizar MCLE Compliance No.VI-0007883 Valid until April 14, 2022





OFFICE OF THE GOVERNOR NOTICE TO PROCEED

20 August, 2021

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 Municipal Jail Management and Penology Center, Morong, 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. WARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

SIDNEY. B. SORIANO

KNOW ALL MEN BY THESE PRESENTS.

This AGREEMENT made and entured into by and between

The PROVINCEAL COVERNMENT OF RIEAL a local government unit, duly organized and existing moder Republic Act Ma. 7160, with sent of government at the Rand Provincial Capital, Caremateractual Road corner P. Olivanus St., Begy. San Roque, Antipole City, supresented in this act by its COVERNOR, HON, RESECCA A. YNARES, Large referred to as the PROVINCE; and

9.B. SCRIANC CONS	HIND TO THE PART CON			7 J. P. C. L. C. L.
The second second second	TRUVILLE	. Sele pri	gerekerski p/paivate	corporation, duly
organized and arrising moder	the laws of the Roy	ublic of the Philips	with principa	l place of business
and office sidness at	Horona.	ileri	ood berein con	escented to its
Proprietus/President/ General		Har Seriese		gal age, Filmson
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CONTRACTOR WITNESS	THE That			nenter m 92 tms
	TO SECURE OF THE SECURITY OF T	A A SCHOOL CO. A A SCHOOL	1	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in personal of the Sangaranaphallelenges Ordinance Na Criticianes # 23.6.2020 monely Construction of Municipal Jell Management and Penalogy Center. Moreng, Rical

WHEREAS, the CONTRACTOR, was centing that it has the financial and, technical competence to undertake the above said antisotructure works, had been declared as the Lowest Calculated Responsive Bid in a public hidding held last 19 July 2021 has accepted and bands itself to undertake the construction and completion of the above said sufrestructure works strictly in accordance with the following standards set forth in the bad documents, approved plant, program of works and specification in consideration of the amount of Feureteen W11116n his Fundred Mine Chousend Twenty-Two Peros & 95/100 On4 600 022 09 Philippine Carrency

NOW, THEREFORE, the and in consideration of the foregoing premises, the parties besets hereby agree as inflows.

- 1. The whole works subject matter of this Agreement shall be completed within the Hundred Seventy Light 278) calendar days, in accordance with the provisions of the Bid Decembers, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated increment one integrated increment on incorporated burein by very of reference, surrely
 - a SP Ordinario / 23, s. 2020
 - b. Cartificate of Availability of Fund
 - c. Steps/Program of Work and Detailed Estabate d. Derwing, Plant and Specifications

 - e. Corretenesses Schedule

 - 1. Request for Expression of Interest

 E. Reidling Documents including all the decomments/statements contained in the w linkler/s tem (2) bidding sandagen
 - a Bid Security

 - i. Addends and Supplemental Bulletins j. Nation of Award of Contract and the Contractor's Conformitythereto
 - E. Credit Line Cutificate/NFCC/Certificate of Certi Deposit assued in accordance to the Rister and Regulations implementing P. A. No. 9184
 - 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the lather learney coverses 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 coverents to pay the CONTRACTOR the amount of PPSOS Pourteen Million Six Supered Bins Thousand &
 - A \$5/400 Million Six Mundaned Size Shorte and Descript Over Descript A \$5/400 (PAs, 600, 002, 09) Halepoine Correctly, at consideration of the construction and only upon completent of the entracture works unites; officeraise agreed by the parties, subject of this Agreements; a contract poice of the time and in the manner presembed by the Contract and specified in the Bid and as agreed upon by the Contractor;



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- S. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PRSOS, Hours Million Threes Hundred Righty-Tree.

 Thousand Seven Hundred Six Penns & 86/400 (P. 1822,778, 26)
 Philippine Correspy, in the form of Performance Sound as a measure of guarantee for the faithful compliance of and compliance with his obligations under the Agreement and all papers/documents in support therets and/or incorporated herewith, in accordance with the Bidding Doctaments:
- 6. Contractor undertakes to post a warranty security to generative performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the devotion of the Contract, a Contractor's All Risk Insurance shall be obtained and mountained by the CONTRACTOR under his manus and at his own exposuse, 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 Latel Government Code and the Implementing Rules and Regulations embodied in the Government Accounting Auditing Mound (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 prevision on Equidated changes which shall populate by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the Equidated damages chall be at least equal to one tenth of one percent (0.001) of the cust of the superformed portion for every day of delay. Once the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available angles the correspondences.
- 9. The CONTRACTOR shall camply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation the injuries, minimum wages, hours of work and other laws:
- 10. The CONTRACTOR shall accents all the risk in connection with the completion of the aforenessioned project prior to the acceptance by the PROVINCE.
- 11. That the PROVINCE shall have no EMPLOYER EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore and be respinsible for any injuries unifor 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 under 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 at respectively assigned to them as the conditions of the contract incrimates referred to
- 14 CONTRACTOR madertakes to pay tuxes in full and on time, failure to do so will entitle the PROVINCE to impend payament for any goods or services delivered by the CONTRACTOR. Within the duration of the contract CONTRACTOR shall regularly present a tax clearance from the Burens of Internal Revenue and a copy of its mecanic and luminoss for returns duly simped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any end all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Low" Described however, That, disputes that are widen the competence of the Communication Industry Arbitration Commission to resolved shall be



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, welfact projectics, however to any control agreement of the parties became to agree in writing to result to other alternative mades of disputes resultation.

Without prejudice to a disconstrative conclines that may be imposed in proper cases, a violation by the CONTRACTUR of anytall of the provision of this Agreement, the bidding decrements or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the partitionst provisions of Republic Ard No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTUR liable for cred liability or domagns, which may either complete of liquidated damages and restitution for the damages dome of the fertilities in flavor of the government of any universanted benefit derived from the act or acts in greation or both at the discretion of the Courts.

Jurisdiction over civil cases or sist out of the augliconstitution of this Agreement, shall belong to the appropriate court of the catylomatic policy of the Penvince of Rical where the infrastructure project or works is/see located.

IN WITHESS WHEREOF, the parties have hereunto signed this Agreement this ______ day of _______ AUSTINO RIZAL

S.B. SCRIANO CONSTRUCTION Entry/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Sidney Soriano

By:

A A. VNART

RESECCA A. YNARES

WITNESSES

CINA A ANORMA

MA. VICTORIA B. TRIADA

NOTABLAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANGUNG A PARTY) S.S.

REPORE ME, a Notary Public for and in Antipolo City, personally appeared the fellowing

Name Entity

Volid ID Presented

Date

Place

HOM RESECCA A YNARES

Passport No. Per 30281A

August 5, 2028

Marila

Sidney Soriano

233-687-269

all known to me and to me known to be the same person's who executed the foregoing instrument and exhaust edges at that the same is their five valuations and dead as well as the early that they respectively present.

This instrument community of three (3) pages including this page wherein this acknowledgment is written and has been against by the passes brooks in each and every page bared, refers to the Agreement for: Construction of Municipal Jail Management and Penology Center, Moreng, Rissl

WITNESS MY HAND AND SEAL this

day of AUS 2 0 2021, or Rizal Deprincial Capital

ANGUNO/HIZAL

Doc No. 1/2

Reps No. 24 Sook No. 3

Series 20 U

NOTARY PUBLIC for Angono, Binangonan & Cardona attention PROVINCE OF RIZAL

Adm Matter No. 19-22 PTR NO. 15-23-4 PTR NO. 1

MARIE L. SANTOS

Roll of Attorneys No. 69250 IBP Lifetime Member No. 016632 /Rizer , MCLE Gompliance No.VI-0007883 Valid until April 14, 2022