

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Improvement/Upgrading/Concreting of 4th Street with Drainage Canal, Brgy, San Vicente, 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 Covernment of Rizal.

Very truly yours,

REBECCA A. VNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

New THE HEA FERNANDO L. ARADA

10/22/2021 # 1

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AOREEMENT 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 it the Rical 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 proprietonihip/private corporation, duly organized and coston mader the taws of the Republic of the Philippines, with principal place of business and office address in and herein represented by its Biangerant, Highl Proprietor/President/General Manager, _____Farmonidu Aruda of legal age, Filipino citizen, singlermarried, resident of Ednamgomen, Manal 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. 23, 6, 2021 numely?

Improvement/Opgrading/Concreting of 4th Street with Drainage Canal, Brgy, ont Vicente, Angene, Hisel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lewest Calculated Responsive Bid in a public bidding held last ______ Certeber 22, 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 ______ Fan H1331on Four Hundred Forty the Thousand Five (P 10,447,591,02), Philippine Currency. finnired Hinely One Feson and 02/100

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 shill be completed within (200) 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 berowith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 23, 8, 2021 h Certificate of Availability of Funds
- с.
- Scope Program of Work and Detnilod Estimate d. Plans and Specifications
- e. Construction 5-hedule.
- f Request for Exprovation of Interest
- a. Bidding Documents socluding all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- Addenda and Supplementa Bulletin

). Notice of Award of Contract and the Contractor's Conformity thereto.

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

3. The PROVINCE hereby covenants b, pay the CONTRACTOR the amount of PESOS Tas Million Four Bundred Forty the Thomas Provinstred Hindly the Fours

Currently Confideration of the construction and one upon completion of the infrastructure works anless otherwise acceed by the parties, subject of this Agreement as a contract price at the time and in the manness presidented by the Contrast and specified in the Bid and as agreed upon by the Contractor,

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three 1011100 Con Thindred Thirty for Phone and The Phone and Th

 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 at follows, to wit:

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

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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 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 thereou.

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______ day of 2 6 NOV 2021 at Antipolo City.

Flag Construction Corp. Entity/Firm/Corporation By: 18000 ersindo Arada Proprietor/Manager/President LOLITA'E DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA # Governo

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (S.S.

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

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Pausport No. P8239281A	August 5, 2028	Manifa
Permanda Areda	007-885-673		

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

Improvement/Oppreding/Generoting of 4th Street with Dreinage Genel, Brgy, San Vicente, Anguno, Binal

WITNESS MY HAND AND SEAL thin	2 6 MOV-2021	. at Rizal Provincial Capitol,
Antipolo City.		1
Doe No Page No Book No Series 20	HOTARY HOTARY INPLIFE ROLL OF	ABIAS ALVE KUBATA- AJAHON SHIPAR UPTIMEREC 31, 2021 ALCONT STUH NO. 20-07 TINI TOTAL AS JYO47/ RIZAL A TIGRAEY NO. 55320

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

MR. ARNEL M. GOTO A.M. GOTO CONSTRUCTION Binangorum, Rizal

Dear Mr. Goto:

The attached Contract Agreement having been approved, notice is hereby given to A.M. GOTO CONSTRUCTION that work may proceed on the Improvement of 2-storey Ynarcs Multi-Purpose Building, Brgs. Buhangin, 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

I acknowledge receipt of this Notice on:

th⊒econof.

Authorized Signature: Name of the Representative of the Bidder

ARNEL M. GOTO

10/22/2021 #-2

CONTRACT AGREEME

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 sear of government at the Rical Provincial Capitol, Circumferential Road corner P. Oliveros St., Hrgy. San Roque, Antipolo City, represented to thus act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

.T. Vato Construction

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

WHEREAS, the PROVINCE declares that certain infragracture works should be constructed in parsuant of the Sanggunnang Paulatawigan Ordinance No. unnely.

improvement of 2 storey Taares Hultipurpose Building, Hegy, Buhangin, Finangeonan, Risol

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 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, muscair of works and accordioption in consideration of the amount of the MELLE (P. 1+726+456+55

). Philippin: Currency.

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

The whole works subject matter of this Agreement shill be completed within Lenty) calendar days, in accordance with the provisions of the Bid (.... Documents, Approved Plans, Program of Works and Specifications, Generaland 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. 23, 0. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
- e. Construction 2-hedule
- f. Request for Expression of Interest
- B. Bidding Documents actuding all the documents/statements contained i the winning hidden's two (2) bidding envelopes h. Bid Security
- i Addenda and Supplements Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the tatter hereby covenants with the PROVINCE 5 construct and complete the infinitruture works subject of this Agreement in conformity with the province of the Contract;

one Million Jeven hand service manufact man the CONTRACTOR Pressount of PESSEDS 100 25/100

Currency, to consideration of the construction and one upon completion of the utinstructure works unless otherwise asreed by the parties, subject of this Agreement as a contract price at the time and in the more 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 PESOSPINO Humdred Reventeent Threasand Rine Hundred Thirty Rix Panen and 96/100 (P517.055.06) Philippine Currency, as a measure of guarantee for the fauthful 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;

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

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

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 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 of Antipolo, with the exclusion of any other courts.

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

By;

halls Goto Construction Entity/Firm/Corporation

By: roprietor/Manager/President

WITNESSES

MA. VICTOR 8. TEJADA

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. VNARI

Govern

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY () S.S.

LOLITA B. DE GUZMAN

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

Name/Entity	Valid ID Presented	Date	Place
HON, REHECCA A, YNARES	Pasaport No. P8239281A	August 5, 2028	Manila
Amol He Gato	237-410-542		

All known to me and to me known to be the same perion/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 (0) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Improvement of 2 storey Ynares Hultipurpose Hidge, Brgy. Bubongin, Binongenen, Sizel

WITNESS MY HAND AND SEAL this Antipolo City.

2 6 NOV 20211

at Rizal Provincial Capitol,

Dec No 244 Page No 54 Book No 3 Series 20 24

UTANT NOTARY PUBLIC 10.67 AD TABLE TO NOT A STREET OF ATTENT CONTRACT FRAL ROLL OF A TRAPHUN HS. 5537 . *** NR 1598/745/8/24

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

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

Dear Mr. Ubiadas.

The attached Contract Agreement having been approved, notice is hereby given to KIT UBLADAS CONSTRUCTION CORP. that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage at Mabuhay Homes 2000, Brgy, Darangan, 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

I acknowledge receipt of this Notice on:

11-241-201

Authorized Signature: Name of the Representative of the Bidder: LAURO A. UBIADAS

10/22/2021 # 3

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Mit Ubindes Comptruction Corporation

, a sole proprietership/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 berein represented by its and office address at herein represented by its and Lauro Ne Ubindan Proprietor/President/General Manager, Laure No Ublad citizen, single/married, resident of of legal age, Filipino hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

Repain/Repainting of Ymares Hultigurpece Covered Court and Stage at Mabuhay Honos 2000, Brgy, Darongan, Minangonam, Rinel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above mid infiniting three works, has been declared as the Lewest Calculated Responsive. , 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 docurrents, approved plans, approved plans, approved works and specification in consideration of the amount of the an (P). Philippine Currency.

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

Edginty¹. The whole works subject matter of this Agreement shill be completed within (_____) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Hulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 mJ are integrated herewith and incorporated herein by way of reference, namely:

- 23, 8, 2021 a. SP Onlinance No.
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction 5-hedule
- Request for Expression of Interest £.
- Bidding Documents welluding all the documents/statements contained i the winning #
- bidden's two (2) bidding envelopes
- h. Bid Security
- 1. Addenda and Supplementa Balletin
- j. Notice of Award of Contract vod the Contractor's Conformity dicreto

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

The PROVINCE beneby covenants is pay the CONTRACTOR the amount of PESOS ion Gas Randred Mixty Three Theological Hims R adred Twelve Pasos and 92/100 One Hillian Gas Hundred Sixty Three Thes Currency, 1- consideration of the construction and on, upon completion of the infrastructure works), Philippine unless otherwise second by the parties, subject of this Agaement as a contract price atthe time and in the more the d by the Constract and specified in the Bid and at agreed upon by the Constractor;

NO

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Forty Nine Thousand One Hundred Seventy Three Pesca and 88/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this (P_349,173,88 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

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

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

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

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

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

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

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this β Agroement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing β 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 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 civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

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

By:

"arg. Kit Ubiodes Const. Entity/Firm/Corporation

By: Louro H. Wolodos Proprietor/Manager/Bresident

WITNESSES

RIZAL PROVINCIAL GOVERNMENT

REBECCA

TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.

LOLITA 8. DE GUZMAN

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

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA & YNARES	Painport No. P8239281A	August 5, 2028	Menita
Luro He Ubiodom	006-410-689		

All known to me and to me known to be the same perion/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

Repain/Repainting of Theres Hultipurpose Covered Court and Stoge at H bahay Hemes 2000, Brgy, Darangan, Sinangunan, Minel

2 6 NOV6 2021 WITNESS MY HAND AND SEAL this at Riral Provincial Capitol, Antipolo City Dec No. Faite No. NOTABTEDEL COUTIL DEC. 31. 2021 Book No. Series 20 NO TARIAL T - X. SSIGIT NO. 20-07 ROLL HEA TORIEY NO. 55320 #4# + * + * 58/7+ 0/#174+

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

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

Dear Mr. Ubiodas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBLADAS CONSTRUCTION CORP. that work may proceed on the Construction of Stone Masonry for Slope Protection and Concreting of Creek Hed at Creek (Zone 4 to Zone 6), Brgy. Malakaban, 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 sigming 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:

1-20120 ander

LAURO A. UBIADAS

10/22-2021 4

CONTRACT AGREEMEN

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. VNARES, herein referred to an the PROVINCE; and

Kit Belason Construction Composetion , a sole proprietership/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 Masagonza, Rinal Proprietor/President/General Manager, Lauro H. Ubdadaa citizen, single/married, resident of Ednangenant, Edna1 , of legal age, Filipino hereinafter referred to as the 1.3 CONTRACTOR, WITNESSETH, That

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggintiang Panlalawigan Ordinance No. 23, no 2021 namely:

Construction of Stone Hasenry for Slope Protection and Generating of Creek Red (Some & to Some 6), Hegy, Helakabon, Minongenes, Sinal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lewest Calculated Responsive Bid in a public bidding held last Cotober 22, 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 <u>Seven Hillion Three Sindred Forty Jour Thousand Size</u> Sandred Person and 73/100 (P7, 344, 600, 75). Philippine Currency

NOW, THEREFORE, for and in consideration of the formoting pennises, the parties hereto hereby moree as follows:

1. The whole works subject matter of this Agreement shill be completed within Q00) calendar days, in accordance with the provisions of the Bid Tuo Hundred Documents, Approved Plans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Balletins, if any, and supporting/related docenents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 ed are integrated herewith and moorporated herein by way of reference, namely:

a. SP Ordinance No 23, a. 2021

- b. Certificate of Avgilability of Funds
- e. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction 2-hedule
- f. Request for Expression of Interest
- Bidding Documents beloding all the documents/statements commined i the winning bidden's two (2) bidding envelopes

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- h.,
- Bid Security
- i Addenda and Supplementis Bulletin J.

Notice of Award of Contract wed the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants is pay the CONTRACTOR the amount of PESOS Seven Hillion Three Europe Forty Four Themsend Siz Bandred Dooos and 75/100

Currency, so consideration of the construction and one upon completion of the infrastructure works (P_7,344,600.73). Philippine unless otherwise agreed by the parties, subject of this Agreement as a contract price arthe time and in the preservised by the Contractor and specified in the Bid and an 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 Two Mallion Two Hundred Three Thousand Three Hundred Eachty Foods and 22/100 (P_2+205+380+22)) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:

 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 be pityable 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 contract of action and remedies available under the circumstances."

 The CONTRACTOR shall comply with and strictly observe all laws regarding workness'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 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 of Antipolo, with the exclusion of any other courts.

The second secon

Entity/Firm/Corporation	RIZAL I	PROVINCIAL GOVI	RNMENT
By: Loupo H. Ubdadae Proprietor/Manager/President	By:	REBECCA A. YNA Governor-A	yes.
low	WITNESSES	0	
LOLITA DE GUZI	MAN	MA. VICTORIA B.	TEJADA
l ,	NOTARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY)	E5) 8.8.		
BEFORE ME, a Notary F	ublic for and in Antipolo City, p	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
ION REBECCA A. YNARES	Pamport No. P8239281A	August 5, 2028	Manila
Louro He Undados	008-410-689		
All brown to me and the set	Server to be the same served in	44.7	1000

All known to me and to me known to be the same perion'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 matrument, consisting of three (3) pages including this page wherein this acknowledgment in written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Construction of Stone Hasonry for Mope Protection and Constructing of Greak Had at Creak (Jane 4 to Jone 5), Brgge Malakaben, Hinangenan, Hinal

Antipolo City. 2 6 MOV 2021	at Rizal Provincial Capitol,
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Deic No. 270 Page No. 59 Book No. 2 Series 20 21

ADIAN DISTANCE MESTA NAME 40 TABIAL TO X 301 11 310, 20-07 BPLIFETING CALINI, BURA7/ MIZAL "OLL OFA TTOKNEY NO. 55310 "TH HIR 15581749/8/24

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

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

Deat 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 Concrete Canal of Road at Brgg. Pinagdilawan, 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,

VNARES REBECCA Governor U

Lacknowledge receipt of this Notice on

Authorized Signature: Name of the Representative of the Bidder:

e.e. LAURO A. UBIADAS

10/22/2021 # 5

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Eit Beindes Construction Corporationsole proprieteship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Rinangemon</u>, <u>Rival</u> Proprietor/President/General Manager, <u>Loutro N. Ubloden</u> citizen, single/married, resident of <u>Binangemon</u>, <u>Rival</u> and serein represented by its , of legal age, Filipino lereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlalavigan Ordinance No. 23, a. 2021 annely:

Construction of Concrete Genel of Head at Hypr. Pinagdilanana Dinangenan, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared in the Lawest Calculated Responsive Bid in a public hidding held tax Cotober 22, 2021 , has accepted ad binds uself to undertake the construction and completion of the above said infrastructure works stretty in accordance with the following standards set forth in the bid documents, approved plans, pregram if works and specification in consideration of the amount of Peter 115215 on Fine lineared Perty Shounted Perty Mane Feners 116215 on (P 5,980,019,40), Philippine Currency.

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

 The whole works subject matter of this Agreement shift be completed within <u>One litendred Porty</u> (140) calendar days, in accordance will the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related docments as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 ml are integrated herewith and tocorporated herein by way of reference, namely-

- 1502 .0 . 85 # SP Ordinance No.
- b. Certificate of Availability of Funds
- e. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction 5-hedule
- f. Request for Expression of Interest
- 5. Bidding Document's vacluding all the documents/statements contained i the winning hidden's two (2) bidding envelopes h. Bid Seconity

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- i. Addenda and Supplements Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity that and

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

(p 4.940.049.40), Philippine Currency, is consideration of the construction and one upon completion of the infinitructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price a the time and in the many - provide ibed by the Constraint and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hillion Four Hundred Edglety Two Thousand Pourteen Panes and 82/100 (P1+82+014+82) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

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

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

15. Any nod all dispotes 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 sait out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of 2 6 NDV 2021 at Antipolo City.

By:

Sit Ubindos Convinuation Corp. Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: Inuro N. Ubiodan

Proprietor Manager/President

REBECCA A. Governo

MA, VIC

NOTARIAL ACKNOWLEDGMENT

WITNESSES

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 15.8.

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

Name/Entity	Valid ID Presented	Dine	Place
HON REHECCA & YNARES	Passport No. P8239281A	August 5, 2028	Manila
Lauro H. Ubindan	008-410-689		

All known to me and to me known to be the same perion/a 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 Concrete Canal of Hand at Hypry, Cinepfilling Hinangonen, Hinal

WITNESS MY HAND AND SEAL this	2 GAQY 2021 at Rizal Provincial Capitol
Doe No Page No Book No Series 20	NOTARY PUBLIC

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

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

Denr Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Construction of Perimeter Fence of Road at Brgy. Pinagdilawan, 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-

20/201 FERNANDO - ARAD

10/22/2021 # 6

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, daily organized and existing under Republic Act No. 7160, with seat of government in the Rival 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 externightable the have detered and externing have of the philippines, with principal place of business and office address at _______, and herein represented by its Proprietor/President/General Manageogramm, Pfeel _______, of legal age, Filipino cinzen, singletmarried, resident of <u>Parmando Peas</u> , hereinatter referred to as the CONTRACTOR, WITNESSETH, Thatfirmington , siles1

Construction of Unrimeter Pance of Hund at Srpy. Finagdileven, Minaginan, Minal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last _______, has accepted and binds itself to undertake the construction and completion of the above soid 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 _______

Internet Sorty Five Feens and 25/100 1,307,140,25

NOW, THEREFORE, for and in consideration of the foregoing pentises, the parties heretohereby 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 tuplementing 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 Bands
- e. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction 2-hedule
- f Request for Expression of Interest
- Bidding Documents sectuding all the documents/statements commined in the winning bidder/s two (2) bidding envelopes
- h Bid Security
- i. Addenda and Supplementa Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the tatter hereby covenants with the PROVINCE is construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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

Complexity of the construction and only upon complexity from the Philippine unless otherwise acceed by the parties, subject of this Agreement as a contract price at the time and in the number productived by the Contract and specified in the Bid and at agreed upon by the Contractor.

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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; G

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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 Frair Hundred Ten Thousand Cas Hundred Forty (p440,443.58 Time Peace and 58/400

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

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

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Comulting 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 reacted 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 shull 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 changeorder adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement,

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

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

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

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 6 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 periment provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereanto signed this Agreement this ______ day of 2 6 NTV 2021 _____ at Antipolo City.

construction Corps RIZAL PROVINCIAL GOVERNMENT Entity/Finu/Corporation By By: ally REBECCA A. Y Proprietor/Manager/President Governor WITNESSES B. DE QUZMAN VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 18.8. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following. Name Entity Valid ID Presented Date Place

HON-REHECCA'A YNARES	Passpori No. P8239281A	August 5, 2028	Manila
(Cornelate radia	002+525+675		

All known to me and to me known to be the same perion'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 Ferinater Fenal of Road at Sera, Mineralitation, Finnergonan, Himal

WITNESS MY HAND AND SEAL this	2 En ADV 2021 , at Rizal Provincial Capitol,
Doe No. 275	MTARTFUR FALME HURATA - MURA HA
Page No. 55	MTARTFUR FUR FULLE UNTIL DEC 31, 2021
Book No. R	HOTARIAL STON NO. 20-07
Series 20 21	HET LIFE

ATN 40 15581749/8/24

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November; 2021

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Construction of Roadway Lightings at Brgy, Tatala, 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. VNARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder

diale. FERNA

10/22/2021 = 7

CONTRACT AGREEMEN

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

Fing Construction Corporation , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rinal and herein represented by its Proprietor/President/General Manager, Personal Areas of legal are Filiping Proprietor/President/General Manager, Binangonan, Risal , of legal age, Filipino hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntung Puntalaneigan Ordinance No.

Construction of Rondway Lightings at Brgy. Tatals, Binangeman, Final



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 Colober 20, 2021 has accented and binds uself to undertake , has accepted and binds uself 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 appoint of the appoint of consideration of the amount of (P 12:032:490.59), Philippine Currency.

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

one thindred then ty works subject maner of this Agreement shill be completed within calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Balletins, 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 meorporated herein by way of reference, namely

a. SP Ordinatice No. 23, no. 2021

- b Certificate of Avgilability of Funds
- e. Scope/Program of Work and Detailed Estimate
- d Plans and Specifications
- Construction 5-hedale e
- Request for Expression of Interest £
- g. Bidding Documents beloding all the documents/statements contained is the winning bidden's two (2) bidding envelopes h. Bid Sewrity
- i. Addenda and Supplements Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the paymen to be made by the PROVINCE to the ONTRACTOR, the tanet hereby covenants with the PROVINCE 5 construct and complete the infrastruture works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants & now the CONTRACTOR the amount of PESOS Twolve Million Thirty Two Thousand Four hundred Firty Pasos and 59/100 (P 12,032,450,49

Currency, 1- consideration of the construction and one upon completion of the infrastructure works unless otherwise seroed by the parties, subject of this Agreement as a contract price athe time and in the 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 my Government instrumentality to secure this Contract;

2

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Three Hillion Six Eundred Kine Thousand Boron</u> <u>Bundred Thirty Five Peace and 15/100</u> (P.3,609,735,15).) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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;

 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;

 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 taces in fall and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business fax 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 7 Agreement, without prejudice, however to any matual 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 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 Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have harmanto signed this Agreement this ______ day of 2 6 NOV 2021 _____ at Antipolo City.

Fing Construction Corp. Entity/Firm/Corporation 8H (Fernando Arada Proprietor/Manager/President

B. DE GUZMAN

By: REBECCA A VNA

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

MA. VICT

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (\$5.5.

LOLITA

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	Paispon No. P8239281A	Augunt 5, 2028	Manifa
Fernandi Arada	007-885-673	_	

All known to me and to me known to be the same perion'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 in written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Construction of Roadway Lightings at Bryry. Intala, Binangonon, Risal

WITNESS MY HAND AND SEAL this	2 E.NOV 2021 , at Rizal Provincial Capitol,
Doc No. 273 Page No. 33 Book No. 3 Series 20 2/	ALL Y. MARNASHINE RUBLIA ADAMOS HOTARY PUBLICOUTIL DEC. 31. 2021 TO TARIAL TO Y THIT HO. 20- 07 SP LIFETINT YOLL NO. 09047/ RIZAL HOLL OF A TTORNEY NO. 55310

+ 3 +



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Construction of Roadway Lightings at Brgs. Darangan, 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 Ameement 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:

FERNANDO L. ABADA

10/22/2021 # 8

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sent of government at the Rical 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 proprietership/private corporation, duly organized and existing under file laws of the Republic of the Philippines, with principal place of husiness and office address at ________ and serein represented by its Proprietor/President/General Managers and Basal _______, of legal age, Filipino citizen, single/married, resident of ________ Termandic areada ______, hireinafter referred to as the CONTRACTOR, WITNESSETH, That dimensional areada

Construction of Rundway Lightings at Brgy, Darangens, Minsigman, Missi

Jourises Hillin Cap Handred Yorty, Sistepfine Carely, Seven Hundred Whirteen Parce and 56/100 10,145,715.30

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

1. The whole works subject matter of this Agreement shill be completed within (______) calendar days, in accordance with the provisions of the Bid Decinitants-approved plans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related docinents as required by the 2016 Revised Implementing Bules and Regulations of Republic Act No. 9184 git are integrated herewith and incorporated herein by way of reference, namely.

a. SP Ordinance No.

- b. Certificate of Avgilatinity of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction 5-hedule
- f Request for Expression of Interest
- Bidding Documents trebuding all the documents/statements contained the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Sopplement-Bulletin
- j. Notice of Award of Contractor and the Contractor's Conformity thereto

 In consideration of the payments be made by the PROVINCE to the ONTRACTOR, the latter hereby covenants with the PROVINCE be construct and complete the influstructure works subject of duy Agreement in conformity with the provintion of the Contract;

3. The PROVINCE hereby covenants + pay the CONTRACTOR theamount of PESOS

Pourseen Filling One Rundred Forty Five Thesaund great interfeed this Philippine unless otherwise asreed by the parties, subject of this AB-etient as a contract price it he time and in the more second by the Contract and specified in the Bid on as agreef 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 PESOSPour Hilling Two Hundred Forty Three Thomas and Different Forty (Ph. 243, 214, 01). Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procurity Entity may rescal or terminate the contract, without prejudice to other curves 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;

 That the PROVINCE shall have on 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 beruinafter referred to;

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

15. Any and all disputes arising from the implementation of this Agreement shall be sobmitted 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 g to resort to other alternative modes of disputes resolution.

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

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

WWWESSWHEREOF, the parties have hereanto signed this Agreement this _____ day of at Antipolo City.

By:

71.05	Construction Corp.
	Entity/Firm/Corporation

Proprietor/Manager/President

LOLITA'B. DE GUZMAN

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Ternsedo Arnda

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

REBECCA A. YNARES Governor

A B. TEJADA MA. VICTO

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.

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

Name/Ennty	Valid ID Presented	Dute	Place
HON REBECCAA YNARES	Passport No. P\$239281A	August 5, 2028	Manila
Painrada Asoda	007-885-693		

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 Readour Lightings at Brgy, Darmagen, Managonen, Risel

WITNESS MY HAND AND SEAL this 2 6thOut 2021 , at Rizal Provincial Capitol, Antipolo City.

Dec No. 204 Page No. 53 Book No. 3 Series 20 2/

13.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Construction of Roadway Lightings at Brgy. Lansad, Binangonan, Rizal affective 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 . VNARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

ERNANDO L. ARADA

10/22/2021 # 9

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. 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 proprietership/private corporation, duly organized and existing angles the laws of the Republic of the Philippines, with principal place of business and servin represented by its office address at and: Proprietor/President/General Manager, citizen, single/imaried, resident of , of logal sige, Filipino Incentation referred to as the CONTRACTOR, WITNESSETH, That Formands of the Ternando Arada

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

23, 8, 2021

Construction of Hondrey Lightings at Bagy, Canoad, Minangonan,

WHBREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lovest Calculated Responsive Bid in a public bidding held last , has accepted and hinds 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

Ten Million Three Hundred Joventy Mine Theuannd), Philippine Currency.

These NOW, THEREPORE, of the me confidention of the toreship femises, the parties hereto hereby agree as follows:

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

a. SP Onlinance No.

- b. Certificate of Availability of Junds
- c. Scope Program of Work and Dehiled Estimate
- d. Plans and Specifications
- e. Construction 2-hedule
- f. Request for Expression of Interest
- 8. Bidding Documents tocluding all the documents/statements contained t the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplements Bulletin

j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants 4, pay the CONTRACTOR the amount of PESOS

Correctly, a consideration of the construction and one upon completion of the infrastructure works interview back by the parties, subject of this Agreement as a construct price while tune and in the

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hillian One Hundred Thirteen Theusenid Eight Hundred Eleven Pasos and 477100 (P3113,011,07)) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

 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;

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

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

2

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.

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1.1

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

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

IN WITNESS WHEREOF, the parties have hereanto signed this Agreement this _____ day of at Antipolo City. 2 6 HUY (12)

Flag Construction Corp. Entity/Firm/Corporation By:

Proprietor/Manager/President

LOLITA & DE GUZMAN

Calle. smillo Arnda By:

REBECCA A. V Governp

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

MA. VICTORIA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 155

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	Paugen No. P8239281A	August 5, 2028	Manila
Personal inda	007-885-675		

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 (5) 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 Hondway Lightings at Bray, Lumnad, Dinangonan, RI=a1

WITNESS MY HAND AND SEAL this	2 day hit / 2001 at Rinal Provincial C	apitol,
Doe No. 267 Page No. 54 Book No. 3 Series 20 21	NATION PUNCTABLE RUBATA ADAM-A INTART PUNCTUBE RUBATA ADAM-A	


OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

MR. TEODORICO L. CONTRERAS CLM GENERAL CONTRACTOR AND SERVICES, INC. Pasig City

Dear Mr. Contreras:

The attached Contract Agreement having been approved, notice is hereby given to CLM GENERAL CONTRACTOR AND SERVICES, INC. that work may proceed on the Construction of Roadway Lightings at Brgy. Batingan, Rinangonan, 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.

201 TEODORICO L. CONTRERAS

10/22/2021 = 10

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

posizoviles of Hadvoy Lightings of Henry Hallmon, Hangones, Final

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lawest Calculated Responsive Bid in a public bidding held last ________, has accepted ind 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

(P 12,012,100,12), Philippus Currency.

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

L. The whole works subject matter of this Agreement shill be completed within (______) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland 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.

- 83, 8, 8025
- a. SP Ordinance No.
- b Certificate of Availability of Funds
- e. Scope/Program of Work and Detailed Estimate
- d Plans and Specifications
- e. Construction 5-hedule
- f. Request for Expression of Interest
- Bidding Documents valuding all the documents/statements contained i the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplementa Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

 In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the laster hereby covenants with the PROVINCE a construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROMINGE hands coverage to pay the CONTRACTOR, the amount of PESOS

Currency, is consideration of the construction and one upon completion of the infrastructure works unless otherwise asreed by the parties, subject of this Agreement as a contract price atthe time and in the manner presented by the Contract and specified in the Bid and as agreed upon by the Contractor;

2

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hillion Right Hundred Fifty Light Thousand meren findered flavority Penos and 44/200 (P_3eP20e770e14)) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

 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 Role XXII of Republic Act No. 9184 states as follows, to wit:

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

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

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

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing (0 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 forfaiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of 2 6 NOV 2021 _____ at Antipolo City.

OlN General Contractor & RIZAL PROVINCIAL GOVERNMENT Entity/Finu/Corporation Services, Inc. By, By: REBECCA A. VI Contragent Proprietor#stanager/President WITNESSES LOLITA B. DE GUZMAN ICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY () S.S.

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

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Teolorica Contreras	009-565-744		

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 Headway Lightings at Brgy, Satingan, Hinangenan, Hinal

WITNESS MY HAND AND SEAL this	2 BoyNGV 2021 at Rizal Provincial Car	inot,
Dec No 276 Page No 56 Book No 3 Series 20 2	ATTY, MARIA SALVE SOTSTA-MARK AGTAR FROM NOORTH BEC. 31, 2021 NO TABLAL COMMISSION NO. 10- 07 OPLIFE HATTODIE V NO. 55310 TO UP 1555074 07 PTM	

111



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

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

Denr Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Construction of Roadway Lightings at Ulang SL, Brgy. Tatala, 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,

Q REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

Cersta FERNANDO L. ARADA

1022/2021 = 111

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

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

71/g Construction Corporation a sole proprietership private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binningenser, Rised, and service represented by its and office address at and acrein represented by its Proprietor/President/General Manager, Binargonan, Ranal , 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 Sangguntung Panlahweigan Ordinance No. 574 84 nomely.

Construction of Sondway Lighting at Winny St., Srgy. Tatula, Binnagoness, RESS 2

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 Ootober 22, 2029 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 Hight Hillion Two Randrod Twenty Hime Thousand Hix Hundred Fifty Three Pason and 07/100 (P 8,229,653,07). Philippine Currency

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 shill be completed within (112) calendar days, in accordance will 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 docements 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;

- 23, 6, 2021 a. SP Ordinance No.
- b. Certificance of Availability of Funds
- e. Scope/Program of Work and Detailed Estimate
- d Plans and Specifications
- e. Construction 3-hedule
- Request for Expression of Interest £.
- Bidding Documents welluding all the documents/statements contained i the winning £.,
- bidder/s two (2) bidding envelopes

h. Bid Sccarity

- i. Addenda and Supplements Bulletin
- j. Notice of Award of Contracting the Contractor's Conformity thereto

2. In consideration of the paymen to be made by the PROVINCE to the TONTRACTOR, the latter hereby covenants with the PROVINCE o construct and complete the infrastruture works subject of this Agreement in conformity with the province of the Contract,

3 The PROVINCE hereby covenants is nay the CONTRACTOR the appoint of PESOS and 07/100

(P 8,229,655,97), Philippine Currency, a consideration of the construction and one upon completion of the infrastructure works unless otherwise acreed by the parties, subject of this Agreement as a contract price at the time and in the many - preservised by the Centrast 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 <u>Two Hilling Four Hundred Slarty Eight Thousand</u> <u>Hight Hundred Ninety Fire Fonos and 92/200</u> (P_2,468,595.97) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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 2005, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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

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

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

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

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

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

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

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

3

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

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

IN WITNESS WHEREOF, the parties have hereinto signed this Agreement this _____ day of 2 p (EUV 2021 ______ at Antipolo City.

Custruction Corp. Entity/Firm/Corporation

Proprietor/Manager/Pyesident

LOLITA B. DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. V. Governo

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.

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

Name/Entity	Valid ID Presented	Dute	Place
HON REDECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
	007-855-673		

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 Sondway Lightings at Clang Ste, Brgy. Tatala, Minongonan, Risal

WITNESS MY HAND AND SEAL this Antipolo City.

2 6 NOV 2021

, at Rizal Provincial Capitol,

Due No <u>285</u> Page No <u>5</u>7 Book No <u>3</u> Series 20 <u>21</u> HIT TO ART AND AL PLANDALA-ROMON HOTART POBLICUNTIL DEC. 31. 2011 HOTARIAL CUMPLISSION NO. 20-07 UP LIFETINE NOIL NO. 09047/81241 TOLL OF A TTORNEY NO. 55320 TP NO. 155517497 MTcat



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

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

Dear Mr. Arada;

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Construction of Stone Masonry for Stope Protection (porion) of Gapling Creek at Sitla Gupling, Brge, Lunsad, Bluangonan, 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 Gavernor

Facknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

FERNANDO L. ARADA

10/22/2021 # 12

CONTRACT AGREEMENT 12_

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with stat 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

<u>Plast Genetruetten Gergerntien</u>, a sole proprietership/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binangenan</u>, <u>Stan1</u>, and herein represented by its Proprietor/President/General Manager, <u>Pernande arada</u> of legal age, Filipino citizen, singlo/married, resident of <u>Binangenan</u>, <u>Bius1</u>, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalavigan Ordinance No. 23, 8, 2021. Introduction

Construction of Stems Hassary for Riope Frotestion (portion) of Gupling Grask at Sitio Suping, Brgy, Lammad, Bisangonan, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infinitructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>Outphase 22, 2021</u>, has accepted and bindy 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 if works and specification in consideration of the amount of <u>Three H17100</u> (P.3,970,130,77). Philippine Currency.

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

1 The whole works subject matter of this Agreement shill be completed within <u>cne_itundered_Feerby</u> (<u>140</u>) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Balletins, if any, and supporting/related docatents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 ml are integrated berewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 23, a. 2021
- b. Certificance of Availability of Funda
- e. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- 8. Bidding Documents weluding all the documents/statements contained i the winning bidder/s two (2) bidding envelopes.

18

- h. Bid Security
- 1. Addeads and Supplements Bulletin
- 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 Inter hereby covenants with the PROVINCE a construct and complete the infrastruture works subject of this Agreetteen in conformity with the province of the Contract;

3. The PROVINCE hereby covenants a pay the CONTRACTOR the amount of PESCS Three Million Fine Bundred Seventy Throughts file Bundred Fighty Pance and 77/100

Currency, so consideration of the construction and one upon completion of the infrastructure works unless otherwise asreed by the parties, subject of this Agreement as a contract price athe time and in the new entropy the Construction and specified in the Bid and as agreed upon by the Contractor. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract, 2

+2+

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>One HEIILOR One Headand Hendry One Theoremed</u> <u>PIfty Posts and 23/100</u> (P-1,191,0(A,23)) Philippine Currency, as a measure of guarantee for the flathful 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;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cast 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 workinen's health and safety, workinen'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 fall and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.



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

referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 2, to resort to other alternative modes of disputes resolution.

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

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

By:

Fing Construction Corp. Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNAI

Governa

By: COUL ULINO. n'r'na

Proprietor/Manager/President

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY () \$.5.

LOLITA B. DE GUZMAN

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

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
Carsundo Arada	007-885-673		-

All known to me and to me known to be the same perion/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 Stogne Heremany for Horse Protoction (portion) of Oupling Groek at Sitio Capting, Sugr. Lansad, Binangonam, Rizal

WITNESS MY HAND AND SEAL this	2 6,NOV 2021	, at Rizal Provincial Capito
Antipolo City Doe NoS Page NoS Book No3 Series 202/	1014: 1971: 1014	NOTARY PLOLATE ACELTA-204894 NOTARY PLOLATE 31, 2031 Real CO-RESS and NO. 20-07 FE SECTION 09047/01241 N/A TIGE-SY 40, 55310 IA 1958/749/87241
Doe No. 063 Page No. 53 Book No. 3	1014: 1971: 1014	NOTARY PLOLNEC 31, 2031 Real COMPRESSION NO. 20-07 FEMAR SOLL NO. 09042/0124 N/A TURNEY 40, 55310

....



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

MR. TEODORICO L. CONTRERAS CLM GENERAL CONTRACTOR AND SERVICES, INC. Pasig City

Dear Mr. Contreras

The attached Contract Agreement having been approved, notice is hereby given to CLM GENERAL CONTRACTOR AND SERVICES, INC. that work may proceed on the Construction of Roadway Lightings at Sitio Hulo Road, Brgr. Pila Pila, Rinangonan, 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-

20.367 TEODORICO L. CONTRERAS

10/22/2021 # 13

CONTRACT AGREEMEN

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 Rind 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 marel Contractor & corvices, Inc

, a sole propriotizship private corporation, duly organized and existing under the dashe of the Republic of the Philippines, with principal place of business Tendorico Contrepacand hereis and office address at represented by its Proprietor/President/General Manager, Femily City 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 Samguniang Panlalawigen Ordinance No. Construction of Boodway Lightings at 1110 Rule Mond, Brey. Pils File, Binanjjonan, Hizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastruction Morkin dar been declared as the Lowest Calculated Responsive Bid in a public bidding held last , bus 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 bipdecennents approved plans for order of works and specification in consider and roll independent of the plans. The plans and 90,100 \$390,99

2. Philippine Currency.

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

lightly. The whole works suffect matter of this Agreement shill be completed within (=) calendar days, in accordance will the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland 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
- e. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction 2-hedule
- f. Request for Expression of Interest
- g. Bidding Documenta actuding all the documents/statements contained is the winning
- bidder/s two (2) bidding envelopes
- h. Bid Sounity
- Addenda and Supplements Bulletin i. -
- j. Notice of Award of Contract ond the Contractor's Conformity thereto

2. In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the jater hereby covenants with the PROVINCE 5 construct and complete the infrastruture works subject of mis Agreement in conformity with the province of the Contract;

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Currency, to consideration of the construction and one upon completion of the infrast unless otherwise agreed by the parties, subject of this Agreement as a contract price at the t. many second and specified in the Bid and as agreed upon by the Contra

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gifl 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 <u>One PEIII on Four Hundred Hinety Stree Theorem</u> Two Hundred Pineteen Penos and 70/100 (P1,409,210,70)) Philippine Corrency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

 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;

0

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns daily stamped and 17 and duly validated with the tax payments made thereon.

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

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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.

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

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

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

Entity/Entity/Entity/	
By:	
Proprietor/Manager/President	· v
LOLITAD. DE QUZM	IAN

By: REBECCA A. YNARES Governor

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.

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

Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
Teodorice Centreran	00%=565=744		

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:

Genotrontion of Rondway Lightings at Sitto Halo Rond, Brgy. Fils Fils Binamgones, Rizal

WITNESS MY HAND AND SEAL doin	2 GLANGY 2021	, at Riral Provincial Capitol,
Antipolo City		1
Dee No. 280 Page No. 58 Book No. 3	110 110	TY MINSALVE ROBAYA-ADAMOS
Series 20_2/	101 181	ABIAL CLY GISSION NO. 20-07 LIFETIAT YOLL NO. 09047/0124

PTP HR 15581749/#[ZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

MR. TEODORICO L. CONTRERAS CLM GENERAL CONTRACTOR AND SERVICES, INC. Pasig City

Dear Mr. Contrenas:

The attached Contract Agreement having been approved, notice is hereby given to CLM GENERAL CONTRACTOR AND SERVICES, INC. that work may proceed on the Construction of 15x24m Ynares Multi-Purpose Covered Court, Brgg, Navotas, 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

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder.

120.751 TEODORICO L. CONTRERAS

10/22/2021 # 14

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

a sole proprietership/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business Teosforioo Contragand Acroin represented by its and office address at _, of legal age, Filipino Proprietor/President/General Manager, Pasta Dity harminatter referred to as the citizen, single-married, resident of CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure sorts should be constructed in parsuant of the Sanggianiang Panlulassigan Ordinance No. namely:

Construction of 15m24m Ynares Multipurpose Covered Court, Brur. N_Voiss, Gardons, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastpurpupping works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held last , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the hid documents, approved plans, proprint of which an approximation in equideration of the general of 54/100 (P 5,455,690,54

), Philippine Currency,

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

the hand the works suffict matter of this Agreement shall be completed within () calendar days, in accordance with the provisions of the Bid) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland 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:

- 23, 8, 2021
- a. SP Ordinance No. b. Certificate of Availability of Funds
- ć.
- Scope/Program of Work and Detailed Estimate d. Plans and Specifications
- e. Construction 5-hedule
- Request for Explusion of Interest c
- s Bidding Documents vacluding all the documents/statements contained a the winning bidden's two (2) bidding envelopes
- h Bid Security
- i. Addenda and Supplementa Bulletin
- J. Notice of Award of Contract and the Contractor's Conformity thereto

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

Paural - The LERONN' Submode Farepointance particular and Alle Anderson de Carperson INT 54/100 5,453,690,94 æ

Currency, to consideration of the construction and one upon completion of the intrastructure works unless otherwise aword by the parties, subject of this Agriement as a contract price in the time and in the many primition by the Contract and specified in the Bid od at agreet aport by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS time (111) time file intendened Talayty Six Thousand the foundered taken Pason and 17/100 (p1,630,107,17)

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

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

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 afprementioned 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; P

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 Internal Revenue and a copy of its income and business tax returns duly stamped and r and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreement sha arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however are within the competence of the Construction Industry Arbitration Commission to rx. referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing [14] to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the partie	es have bercunto signed th	is Agreement this	day of
	City.		
all deteral Contrator &	000000000000000000000000000000000000000		See.
542V2000, 190+	RIZAL PROV	INCIAL GOVERNME	41
Entity/Firm/Corpotation		1.42	
By:	By	6	
Teodorico Vontreras	REBI	ECCA A. YNARMS	
Proprietor/Manager/President		Governor	-
In	WITNESSES	8	
LOLITA & DE GUZMAN	MA.	VICTORIA B. TEJAI	DA.
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NOTARIA	L ACKNOWLEDGMEN	ν Γ	
the second			

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) \$5.

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	Pausport No. P8239281A	August 5, 2028	Mastila
Teodorice Contrerns	009+565-744		

All known to me and to me known to be the same person's who executed the foregoing instrument and neknowledgment 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 15m24s Theres Hulsipurpoon Covered Court, Brgy, Batter, Cardens, Rind

WITNESS MY HAND AND SEAL this ______df, NOV 2021 ____, at Rizal Provincial Capitol, Antipolo City

Doe No. 984 Page No. 59 Book No. 3 Series 20 9

ATTY A NEWARY POBLECT ADAMS ACTAMY POBLECT DEC 31, 2021 NOTAMIN, CONSISTENT NO. 20-07 INPLIFT THE DEC 30, 20147/01281 POL: 111000-14 NO. 55310

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Construction of Roadway Lightings at 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,

REBECCOA. YNARES

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I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

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10/22/2021 # 15

CONTRACT AGREEMEN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by mil 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 Rical 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

AUDIL CONTRACTION " a sole proprietaship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business CLARIDICE CACHO and Servin represented by its and office address at , of legal uge, Filipino Propriet President/General Manager, Perig Gity hereinafter referred to as the citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infostructure syglks should be constructed in uamely: pursuant of the Sangguntung Panlahavigan Ordinance No.

Construction of Rosneyy Lightings of Ergys Subsy, Condons, Rissi

WHEREAS, the CONTRACTOR, warranting that it has the financii and, technical competence to undertake the above said infrastructure porks, has been declared as the Lavest Calculated Responsive _____ has accepted nd binds itself to undertake Bid in a public bidding held last _ the construction and completion of the above said infrastructure works stratly in accordance with the following standards set forth in the bid documents, approved plans, program distorks undepressiventine in 0 2,268,325,15 consideration of the amount 85 4 15/100-). Philippine Currency.

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

1. The simple works subject matter of this Agreement shift be completed within (_____) calendar days, in accordance will be provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related docments as required by the 2016 Revised Implementing Nules and Regulations of Republic Act No. 9184 at are integrated berewith and incorporated herein by way of inference, namely:

a. SP Ordinance No. 232 a. 2021

- h Certificate of Availability of Funde
- e. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction >-hedule
- f. Request for Expression of Interest.
- as Bidding Documents technding all the documents/statements contained ithe winning bidder/s two (2) bidding envelopes
- h Bid Security
- 1. Addenda and Supplements Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the paymen to be made by the PROVINCE to the ONTRACTOR, the latter hereby covenants with the PROVINCE construct and complete the infrastrurare works subject of this Agreement in conformity with the provincing the Contract;

3. The PROVINCE hereby covenants . PROME ONTRACTOR DEPROTECTIVE FESTERS (P 2,268,325.15 6 15/100

). Philippine Currency, to consideration of the construction and or, upon completion of the direstructure works unless otherwise asseed by the parties, subject of this Agsensent as a contract price at he time and in the many - remained by the Countries and specified in the Bid ad as agrees upon by the Contractor,

 The CONTRACTOR warrants that he has not given nor promised to give any money or gifl 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>Six Hundred Eighty Thousand Four Innoised</u> <u>Dimety-Seven Perog 6 54/100</u> (PD60,697,54

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

 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 phyment of damages, whether liquidated and compensatory damages or restinution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed partian for every day of delay. Once the contract, the 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

shall be applied in this Agreement;

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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 thereou.

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 is 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/andertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

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

AHEAL CONSTRUCTION Entity/Finn/Corporation By a 11 Proprietor/Manager/President

LOLITA'S. DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

By: B REBECCA A. YNARES Governor AP

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

WITNESSES

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.

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

Name/Entity	Valid ID Presented	Charo	Phile
HON, REBECCA A. YNARES	Passport No. P8239281A	Amount 5, 2028	Manila
CLARENCE CACHD	TIN HD. 151-542-125		

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 net and deed as well as the untity 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 Hoodway Lightings at Brgy. Subby, Cardons, Risel

WITNESS MY HAND AND SEAL this Amipolo City.	2 6 dayour 2021	, at Rizal Provincial Capitol,
Doc No 30/ Page No 05 Bonk No 2/ Series 20 3	HOTARTAL CEN	ALVE KOTETA-NO-MO. NONABYPYSEL2021 USSEMI NO. 20-07 UNI.09047/01241 EV NO.55320 74 07 01241

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Construction of Drainage Canal at Various Roads, Bogy. Dalig, 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. VNARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

201-25 FERNANDO L. ARADA

10/22/2021 # 16

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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

FLAG CONSTRUCTION CORPORATION

a sole proprietership/private corporation, duly organized and existing under the large addies deputiteed the Philippines, with principal place of business purposation ARADA and herein represented by its and office address at , of legal age, Filipino Proprietor/President/General Manager, Simmeonen, Risel hirduarter referred to an the citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infragructure pages should be constructed in parsuant of the Sanggoniang Pontalawigan Ordinance Nonamely; Construction of Brainage Canel at Various Rossis, Broy, Dalig, Cardons, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financii and, technical competence to undertake the above said infrastpactore-waske, has been declared as the Lavest Calculated Responsive , has accepted nd binds itself to undertake Bid in a public bidding held last the construction and completion of the above said infrastructure works strifty in accordance with the following standards set forth in the bill documents upproved plane program density and apendication in consideration join the antisata of 16,064,302.48). Philipping Currency.

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

Two toohthe works subject matter of this Agreement shill be completed within () calendar days, in accordance will be provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related doonents as required by the 2016 Revised Implementing Nules and Regulations of Republic Act No. 9184 at are integrated herewith and tocorporated herein by way of enference, namely:

23, 5. 2021

n. SP Ordinance No. b. Certificate of Avgilability of Funds

- c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications.
- e. Construction 5-bedule
- Request for Exprasion of Interest 1.
- g. Bidding Documents sucluding all the documents/statements contained the winning bidder/s two (2) bidding envelopes

h. Bid Scourity

- Addenda and Supplements Balletin
- Notice of Award of Contract sid the Contractor's Conformity thateto ÷

In consideration of the paymen to be made by the PROVINCE to the ONTRACTOR, the latter hereby covenants with the PROVINCE o construct and complete the infrastrume works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants any the CONTRACTOR thempount of PESOS Stateen Hillion Staty-Four Thomsend River handen and the contract the state of the state o

(p 16,064,302,48). Currency, to consideration of the construction and one upon completion of the afrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price afthe time and in the many - resulted by the Centrace and specified in the Bid-od as agreed upon by the Contractor:

U

 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 Hillion Eight Handred Minetaen Thousand Two Handred Minety Pasos \$ 74/100 (P 5, \$19, 290, 74)

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

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

3

 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;

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

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

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

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

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

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

1.7.4

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 resolt to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______ day of 2 6 NOV 2021 at Antipolo City.

FLAU CONSTRUCTION CORFORATION RIZAL PROVINCIAL GOVERNMENT Entity/Finn/Corporation By: <u>2</u>44 ERNAHED ARADA REBECCA A Proprietor/Manager/President Govern WITNESSES LOLITA B. DE GOZMAN NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) 5.5.

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

Name/Emity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
C ARARA ODIRALBER	TEH NO. 007-885-673		_

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 Dusinage Canal at Ventous Roads, Bray, Dalig, Candons, Hissi

2 6. NOV 2021 WITNESS MY HAND AND SEAL this , at Rizal Provincial Capitol, Antipolo City Doc No. Page No: HOTANT POBLICENTE ATA-AUAHOS Book No. 6.31.202 Series 20 HOTARIAL TOP STOIT NO. 20-07 107 LIFE: +- 94 4. 45 .09047/81241

* 01. 4747730/07 NO. 55320

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION that work may proceed on the Repair of Paericulture/Health Center Bldg., Brgs. Bomhangan, 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. VNARES

I acknowledge receipt of this Notice on:

Authorized Signature Name of the Representative of the Bidder:

12000

O. AQUINO

10/22/2021 # 17

CONTRACT AGREEME

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P

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 Rical Provincial Capuol. Circumferential Road corner P. Oliveron St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to us the PROVINCE; and

, a sole proprietorship/private corporation, duly OLIVER ACUINO CONSTRUCTION organized and existing under the laws of the Republic of the Philippines, with principal place of business Binengoon, Risal and herein represented by its and office address at Proprietor/President/General Manager, _____ of legal age. Filipino CETVER ACUINO hereinafter referred to as the citizen, singleimarried, resident of _ Binongonon, Rizal CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 23, a. 2021 namely:

> Repair of Puericulture/Health Center Building, Hegy. Bombonger, Horong, Rizz1

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared at the Lowest Calculated Responsive Bid in a public bidding held last <u>22 October 2021</u>, has accepted and binds uself 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 ______ Bour Hundred Forty Theusend One Hundred Six Poson ______ & 62/100 (P A40,105.62). Philippine Currency.

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

1. The whole works subject matter of this Agreement shill be completed within (_60__) calendar days, in accordance with the provisions of the Bid Sinty Documents, Approved Plans, Program of Works and Specifications, Generaland 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 refimmee, namely:

a. SP Ordinance No. 23, a. 2021 b. Certificate of Avgilability of Funds

- e. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications.
- e. Construction 5-hedule
- r. Request for Expression of Interest
- g. Bidding Documents secluding all the documents/statements contained is the symming bidden's two (2) bidding envelopes
- h. Bid Scourity
- i. Addenda and Supplementa Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the tunor hereby covenants with the PROVINCE 5 construct and complete the infrastructure works subject of mis Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants k, pay the CONTRACTOR the amount of PESOS - Four Hundred Forty Thursdand One Handred Six Peops & 62/100

), Philipping (P 440, 106, 6Z Currency, to consideration of the construction and one upon completion of the infrastructure works unless otherwise nerced by the parties, subject of this Agreement as a contract price at the time and in the many presentated by the Contract and specified in the Bid and as agreed upon by the Contractor.

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Baselend Thirty-The Thousand Thirty-One Perior & 99/100 (P 132,031,99)

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of 2 6 NOV 7021 at Antipolo City.

REBECCA

Governiz

HOLL OFATIONEY No. about TYP NO 15501749/ HIZAL

TORIA B. TEJADA

OFTAME WORLD CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By. OGLIO OLIVER . Proprietor/Manager/President WITNESSES LOLITA NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 18.5.

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

Name/Entity	Name/Entity Valid ID Presented		Place
HON REBECCA A VNARES	Pampon No. P8239281A	August 5, 2028	Manila
OLIVER ACUIDED	THI HO. 182-311-289	·	

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

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

Repair of Pusziculture/Health Center Building, Brgy, Benbaugan, Morong, Rizal

WITNESS MY HAND AND SEAL this Antipolo City.	2 6 MQV6r21121	, at Rizal Provincial Capitol,
Dae Na. 3/2 Page No. 69 Book No 3 Senes 20 2/	40TARI	AREARS HERE 31, 2021



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

MR. TEODORICO L. CONTRERAS CLM GENERAL CONTRACTOR AND SERVICES, INC. Pasig City

Dear Mr. Contreras:

The attached Contract Agreement having been approved, notice is hereby given to CLM GENERAL CONTRACTOR AND SERVICES, INC. that work may proceed on the Construction of 15x24m (Rafter Type) Ynures Multi-Purpose Covered Court at Pulong Kumanoy Elem. School, Brgy. Lagandi, 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,

REBECC VNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature Name of the Representative of the Hidder

179.747 *UORICO L. CONTRERAS* TEC

10.22/2021 = 18

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

CLM CREATERACTOR & SERVICES, INC., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Party City</u>, and herein represented by its Proprietor/President/General Manager, <u>Thioreffice City</u>, of legal age, Filipino citizen, single/married, resident of <u>Party City</u>, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Songgumang Panlalawigan Ordinance No. 19939 Res. No. 9, 9, 7, 2021 namely.

Construction of Limboury (Asiter Type) Yasess Multi-Furpose Covered Court. Wi Fullong Simenoy Elementary School, Hegy, Lagundi, Horong, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>22 Outpoist</u> 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 <u>Four MULLion Seven Handred Seventry-Four Thousand</u> One Fundred Eight Parent & 42/100 (P. 4,774,101.43), 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 shell be completed within 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. RPSS Res. No. 9, #, 2021
- b. Certificate of Availability of Funds
- c Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

 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 Foor Hillion Seven Hundred Seventy-Four Thousand One Hundred Eight Pesoe 6 43/100 (P 4,774,106.43). Philippine

Currency, is consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Four Handred Thirty-Two Thousand Two Hundred Thirty-Two Pesos 5 33/100

(P. 1, 432, 232, 53 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents,

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

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cast 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 bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other Inbor laws;

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

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

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

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

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

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

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

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

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

N WITNESS WHEREOF, the parties have bereanto signed this Agreement this _____ day of 2 6 NOV 2021 at Antipolo City.

COM GENERAL CONCERNES	DR & SERVICES,	DIC. RIZA	I. PROVINCIAL GOVERNMENT
Entity/Firm/Co	orporation		
By:		By:	z
TEDOCRICO C	DATERIAS		REBECCA A. YNARES
Proprietor/Manager	President		China Chi
	10.	WITNESSES	8
LOLITAN	DEGUZMAN		MA, VICTORIA B. TEJADA
(NOTAR	IAL ACKNOWLE	DGMENT
REPUBLIC OF THE	PHILIPPINES)		
ANTIPOLO CITY) 5.5.		

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

Name/Emity	Valid ID Presented	Date	Place	
HON REBECCA & YNARES	Passport No. P8239281A	August 5, 2028	Manifa	
TECHNELCO L. CONTRERAS	T1) 20.009-565-744		_	

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 15x26s (Rafter Type) Youres Multi-Purpose Covered Court st. Fulong Numbery Elementary School, Hrgy, Lagundi, Morong, Sizel

WITNESS MY HAND AND SEAL this	2 6 NGN 2021 , at Rizal Provincial Capitol,
Antipolo City	Ô.
Dee No <u>283</u> Page No <u>53</u> Book No <u>3</u> Series 20 21	TOTANOS ARY PUPINGED 31. 2021 NOTANOS ARY PUPINGED 31. 2021 NOTABLAL TOTAN ALMOR HO. 20-07 APLIEN AD. 090477 ANDAL OLE OLA TTURNEY NO. 55310

TP 40 1558(749/ #12AL

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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Construction of Stone Masonry for Side Protection (portion) of Pillilia River along G.Dikit Street, Brgs. Bagambayan, 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 Aureement and in accordance with the Implementing Schedule.

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

Very truly yours,

REBECCA A. VNARES Gavernor /

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

euu -FERNANDO L. ARADA

10/22/2021 # 19

CONTRACT AGREEM

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 Rural Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy: San Roque, Antipolo City, represented in this act by as GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and PLAG CONSTRUCTION CORPORATION

a sole proprietenihip/private corporation, daly organized and existing under the how of the Republiciof the Philippines, with principal place of business copresented by its and servin FREITANTO ARADA and office address at of legal age, Filipino Fizel Proprietor President/General Manager, BINHING OUMHT: loreinafter referred to an the citizen, single-married, resident of CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain iddustruction and be constructed in

slong G. Dikit Street, Hegy. Degustrynn, Pilille, Rigel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works. That been doclated as the Lovest Calculated Responsive , has accepted and binds itself to undertake Bid in a public bidding held last the construction and completion of the above said infrastructure works stretty in accordance with the following standards set forth in the Bid documents, approved print and more and beautemade specification in 6,511,404.01 Banderation of the emonal \$400), Philippine Currency. P

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

One interestie Statigte works shifted matter of this Agreement shill be completed within) calendar days, in accordance will the provisions of the Bid (____ Documents, Approved Plans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related docricots 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: 23, #, 2021

n. SP Ordinance No.

- b. Certificate of Avgilability of Funds.
- e. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction > hedule
- f. Request for Expression of Interest
- g. Bidding Documents vicluding all the documents statements contained 7 the winning
- bidden's two (2) bidding envelopes
- h Bid Security
- i. Addenda and Supplementa Uniletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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

Six 141 The PSQ WAGE depute server anter receipt of an Condense Change duranto as Col 382505 5,611,404.01

). Philippine €₽ Currency. - consideration of the construction and one upon completion of the infrastructure works unless otherwise nereed by the parties, subject of this Agreement as a contract price athe time and in the mana- provided by the Contractor; and specified in the Bid and as agreal 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 <u>One Million Him Handcod Elginty-Three Theorement</u> Four Handcod Tamty-One Pesoe 5 20/100 (P 1,983,421,20) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

 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 liquidited damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-with of one percent (0.001) of the cost of the unperformed partion 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 reacted 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 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 of to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______ day of 2 6 NOV 2021 ______ at Antipolo City.

CONSTRUCTION CONFORMATION Entity/Firm/Corporation ASADA 800 Proprietor/Manager/President

I. DE GIZMAN LOLITA

RIZAL PROVINCIAL GOVERNMENT

RESECCA A. Governor

WITNESSES

By

MA. VICTOR

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (\$8.8)

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

Name/Emity	Valid ID Presented	Date	Place
HON REBECCA A VNARES	Passport No. P8239281A	August 5, 2028	Manila
ETERNANDO AZADA	THE NO. 007-085-673		-

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

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

Construction of Stone Mesonry for Side Protection (portion) of Pilille River #long 0. Dikit Strept, Brgy. Begunbeyen, Pilille, Sizel

WITNESS MY HAND AND SEAL this	2 StyNRV 2021 at Rizul Previncial Capitol.
Antipolo City	
Doc No. 271 Puge No 55 Book No. 3 Series 20 24	HOTARY PROTARY PROPERTA ADDALLS HOTARY PROTARY PROPERTY ADDALLS HOTARY PROTARY PROPERTY ADDALLS RELATED STATEMENT ADDALLS PRICE ADDALLS TO A HEY ADD SEATO THE ADDISENT ADDALLS

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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

MR. JOMMEL G. SANTIAGO CAMORI BUILDERS AND SUPPLY Morong, Rizal

Dear Mr. Santiago;

The attached Contract Agreement having been approved, notice is hereby given to CAMORI BUILDERS AND SUPPLY that work may proceed on the Construction of Stone Maxonry for slope Protection of Pillila River (along M.L. Quezon St), Brgy, Hulo, Pillila, 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:

G. SANTIAGO JOMMEI

10/22/2021 # 20

CONTRACT AGREEMENT 20

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

CAPLEL WILLIERS AND SUPPLY ________ 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 aerein represented by its Proprietor/President/General Manager, ________ distribution _______ of legal age, Filipino citizen, single/married, resident of ________ then _______ hreinafter referred to as the CONTRACTOR, WITNESSETH, That,

Consciontion of Stone Passonry for Stope Protection of Filille River (slong St.), Dupon St.), Drgy. Helo, Pililly, Start

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

Come talentille patient works represent matter of this Agreement shill be completed within (_____) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related docesents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 all are integrated herewith and isoseporated herein by way of reference, namely

23, +. 2021

- n. SP Ordinance No._____
- b. Certificate of Availability of Funda
- c. Scope/Program of Work and Detniled Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents vicluding all the documents/stalements contained i the winning
- bidder/s two (2) bidding envelopes
- h. Bid Security
- 1. Addenda and Supplements Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity therato

 In consideration of the payments be made by the PROVINCE to the ONTRACTOR, the latter hereby covenants with the PROVINCE reconstruct and complete the infrastruate works subject of this Agreement is conformity with the province of the Contract.

5. The PROVINCE hardy covenants & pay the CONTRACTOR desurgent of RESOS

Currency, to consideration of the construction and one upon completion of the afrastrocture works unless otherwise asseed by the parties, subject of this Agreement as a contract price at he time and in the many should by the Contract and specified in the Bid and as agreed upon by the Contractor.

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 30

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS

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

 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cast of the unperformed partion for every day of delay. Once the canudative 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 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 manual agreement of the parties hereto to agree in writing 20 to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereinto signed this Agreement this _____ day of 2 6 NOV 2021 _____at Antipolo City.

LANGER DEPENDENCE AND DUPPER	RIZAL PROVINCIAL GOVERNMENT	
Entity/Eirm Corporation By:	By:	5
Proprietor/Manager/Pecsident		REBECCA A. VNARES
LOLITAN DE GEZMAN	WITNESSES	MA. VICTORIA B. TEJADA
	IAL ACKNOWLE	1
NULAS	NAME AND ADDRESS OF ADDRE	

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) \$.5.

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
JOHNE DONEARD	729 10, 212-862-625		_

All known to me and to me known to be the same person's who executed the foregoing matrument 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 acknowledgeneou is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

(Instruction of Stane Meronry for Riope Protection of Milile River (elong S.L. Common St.), Drgy. Mulo, Filille, Sizel

WITNESS MY HAND AND SEAL this	2 BLNOW 2021 , at Rizal Provincial Capitol,
Antipolo City	k.

Duc No. 275 Page No. 56 Book No. 2

Series 20_2

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Republic of the Philippines Provincial Government of Rizat

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is bereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Construction of Stone Masonry for Slope Protection (partion) of Balite Creek, Brgy. Bagumbayan, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

Please acknowledge receipt and acceptance of this notice by signing both copies in the spaceprovided 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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FERNANDO L. ARADA

10/22/2021 # 21

CONTRACT AGREEMEN

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

FLAU CONSTRUCTION CORPORATION a sole proprietership private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and aerein teptesented by its and office address at PERIMIDO ARADA' Proprietor/President/General Manager, , of legal age, Filipino Binangeom, Rizal bereinafter referred to as the citizen, single-married, resident of CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructurg works should be constructed in parsuant of the Sanggundarg Paulalawigan Ordinance No. 231 8+ 2021 namely:

Construction of Stone Hemonry for Slope Protontion (portion) of Selite Crock, Brgy. Beginbeyan, Pililla, Rigel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lawest Calculated Responsive Bid in a public bidding held last Bid in a public hidding held last has accepted and bittels atself to undertake the construction and completion of the above and infrastructure works stretty 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 ounderation, of the uncount of + 86/100 (p7,261,757.95), Philippine Currency,

NOW, THEREFORE, for and in consideration of the foregoing permises, the parties heretohereby nurse as follows:

One harthed weeks appect matter of this Agreement shill be completed within calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland Special Conditions of Contract. Supplemental or Bid Bulletins, if any, and supporting/related docusents as required by the 2016 Revised implementing Rules and Regulations of Republic Act No. 9184 ad are integrated herewith and incorporated herein by way of reference, namely:

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- a. SP Ordinance No. 23, s. 2021
- b Certifinge of Availability of Funda
- c. Scope/Program of Work and Detailed Estimate
- d Plans and Specifications
- e. Construction 2-hedule
- f. Request for Expression of Interest
- a. Bidding Documents including all the documents statements contained i the winning biddes/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplements Bulletin
- Notice of Award of Contract and the Contractor's Conformity thereto

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

Seven Hillion Two Hundred Sinty-One There is Seven having the mount of PESUS 5 30/100 (p7,261,757,86

Currency, se consideration of the construction and one upon completion of the lifeastructure works unless otherwise aereed by the parties, subject of this Agreement as a contract price afthe time and in the

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to 21 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 NILLIGO One Hundred Seventy-Eight Thousand Five Hundred Twenty-Seven Peper 5 36/100 (P2,178, 527, 36 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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

34

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this 21 Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

NESS WHEREOF, the parties have hereunto signed this Agreement this ______ day of at Antipolo City.

FLAS CONSTRUCTION CORPORATION Entity/Firm/Corporation

#tr Proprietor/Manager/President

B

LOLITA & DEGUZMAN

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. Y

Governo

WITNESSES

MA. VICTO

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 18.8

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

Name/Entity	Valid ID Presented	Date	Pince
HON REBECCA A PNARES	Passport No. P8239281A	August 5, 2028	Manila
(FERIGINIDO ARADA	TIN HO. 007-885-673	1	

All known to me and to me known to be the same perion/a 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 matrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for-

Construction of Stone Heronry for Slope Protection (portion) of Belice Creek, Bruy, Megunboyan, Pililla, Minol.

WITNESS MY HAND AND SEAL this Antipolo City	2 6 NOV 2021 . at Rizal Provincial Capita	Ħ,
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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 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 Improvement of Vnares Multi-Purpose Covered Court and Stage

at Southville 8B Phase 4, Brgs. San Isidro, 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,

BEBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature Name of the Representative of the Bidder.

VILLAROMAN

10/22/2021 #-22

CONTRACT AGREEMENT 27

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and ontered 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

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalar/gan Ordinance No. 23, 8, 2021 maniely.

Improvement of Ymarces Hulti-Furpose Covered Court and Stage at Southville 88 Phase 4, Brey, San Isidro, Rodrigues, 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 <u>22 October 2021</u>, has accepted and brids 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 if works and specification in consideration of the amount of <u>One Million Five Hundlered Forty-Five Thousand Six</u> Hundlered Twenty Pesos & 03/100 (P1, 565, 620, 03). Philippine Currency:

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

 1. The whole works subject matter of this Agreement shill be completed within <u>PLETY</u> (50) valendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland 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 mJ are integrated herewith and incorporated herein by way of reference, namely

- B. SP Ordinance No. 23, 8, 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction :-hedale
- f. Request for Expression of Interest
- Bidding Documents including all the documents/statements contained infe winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addeada and Supplementa Gulletin
- j. Notice of Award of Contract sud the Contractor's Conformity thereto

 In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE a construct and complete the infrustruture works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants 1, pay the CONTRACTOR the amount of PESOS - One Hillion Five Handred Forty-Five Theorem Six (hordred Twenty Penos & - 03/100 (P. 1.555,520,03.) Philipping

Currency, the consideration of the construction and only upon completion of the infrastructure works unless otherwise asreed by the parties, subject of this Agreement as a contract price at the time and in the many the distribution 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 PESOSFour Hundred Sixty-Three Thousand Six

Handred Eighty-Six Pason & 01/100 (P463,686.01) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

5. 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. 2160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-senth 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 resemd 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 CONTRATING MILLE the Internal Revenue and a copy of its income and business tax returns duly stamped and r and duly validated with the tax payments made thereou.

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

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 22 to resort to other alternative modes of disputes resolution.

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

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

	 the parties have hereunto sig Antipolo City. 	ned this Agreement ti	his day of
LARD PULLINES	RIZAL	PROVINCIAL GOVI	RNMENT
By:	By:	B	1511-0
Proprietor/Manager/President	. B	Governor	RES
LOLITA B. DE GUZM	WITNESSES	MA. VICTORIA B.	TEJADA
(N	OTARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY)S	S) 18		
BEFORE ME, a Notary Pa	blic for and in Antipolo City, j	sersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Pailsport No. P8239281A	August 5, 2028	Manita

RENATO VILLABOMAN

TIN NO. 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 net 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 Yosres Multi-Purpose Covered Court and Stegs at Southville 88 Phase 4, Brgy. San Isiidro, Rodriguez, Rissi

WITNESS MY HAND AND SEAL this	day of 2021, at Rizal Provincial Capit	iot,
Dec No Page Na: Book No Series 20	NOTAMY POSOMARY MULLION ANALYSIN NOTAMY POSOMARY MULLION, 2021 NOTAMIAL COMMISSION NO. 20-07 INP LIFETINGTOLL NO. 09847/ HIZAL NOLL OF A TYDENEY NO. 55320 "TP NO. 1558/749/ M/ZAL	

434



Republic of the Philippines Provincial Government of Bizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

ENGR. CARLOS S. GERONIMO CSGER CONSTRUCTION CORPORATION Rodriguez, Rizal

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORPORATION that work may proceed on the Improvement of Generator Rooms and Const. of Generator Flatform at Brgy, Bargos, 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

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

GERONIMO

10/22/2021 # 23

CONTRACT AGREEMENT +

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

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

CAUSE CONSTRUCTION CORPORATION

	a sole propue	with principal pince of business
organized and existing under the laws of and office address at	CARLOS GERCHINDand	"This is a set of the set of the set
Proprietor/President/General Manager, citizen, single/married, resident of	Bairigas, Masi	of legal age. Filipino Internafter referred to as the
CONTRACTOR, WITNESSETH, That,	1	

With statistic territory and a second statistic second

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in parsaunt of the Sooggoniang Paulalantigun Ordinance No.________

ListOvenest of Generator Anone sul Construction of Generator Fistform st. Scay, Burgor, Bodrigues, Einel

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

1. The state works subject matter of this Agreement shill be completed within (_____) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland 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. 0184 and are integrated herewith and tocsuporated herein by way of reference, namely:

- a. SP Ordinance No.
- b. Certificage of Availability of Funds
- c. Scope Program of Work and Detailed Estimate
- d. Plans and Specifications
- c. Construction 2-bedule
- f. Request for Expression of Interest
- b. Bidding Documents seclading all the documents/stamments contained i the winning
- bidder/s two (2) bidding envelopes
- h. Bid Security
- i Addenda and Supplements Bulletin
- j. Notice of Award of Contract od the Contractor's Conformity thereto

 In consideration of the paymen to be made by the PROVINCE is the ONTRACTOR, the fatter hereby covenants with the PROVINCE a construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3: The PROMINCE Menty commanders payone contraction the model PESOS 1, 124,050

Currency, is consideration of the construction and on- upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a centract price in the time and in the upon the by the Contract and specified in the Bid and as agreed upon by the Contractor,

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Piwe Handred Seventeen Thousand Two Handred</u>

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

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

 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;

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

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

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever, 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 23 to resort to other alternative modes of disputes resolution.

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

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

N WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of 2 8 NOV 2021 at Antipolo City

CSGER CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: SERONIMO REBECCA A, YNA Proprietor/Manager/President Governor WITNESSES & DEGUZMAN LOLITA ORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 155

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	Munila
CARLOS GEECHICHO	TIN NO. 009-082-732		

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 Agreemant for

Incrovement of Generator Poons and Construction of Generator Flatform at Srgy. Burges, Modrigues, Rizel

WITNESS MY HAND AND SEAL this ______

2 6 NOV 7071

at Rizel Provincial Capitol,

Dec No. ______ Page No. ______ Book No. _____ Serier 20.___J/

ADEAN PUBLICONTA DEC. 31. 2821 NOTABLAL COMASSION NO. 20-07 NOTABLAL COMASSION NO. 20-07 NOP LIFETIAL ROLL DO. UNIA7/ AIZAL TOLL OF A TORNEY NO. 55320 TTP 43 TOSSI 74 9/ H1740

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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

MR. ARVIN JUREL B. CORTEZ CORTEZ-SANTOS CONSTRUCTION & SUPPLY CORP. San Mateo, Rizal

Dear Mr. Cortez:

The attached Contract Agreement having been approved, notice is hereby given to CORTEZ-SANTOS CONSTRUCTION & SUPPLY CORP. that work may proceed on the Repair/Repainting of Ynares School Buildings at Maly Elem. School, Brgr. Maly, San Mateo, Rizol effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature Name of the Representative of the Bidder

1120-> ARVIN JURI B, CORTEZ

10/22/2021 # 24

CONTRACT AGREEMENT 24

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Runt 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

BTEZ SAUROS CONSTRUCTION & STIPPLY CORPO ... a sole proprietership/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business (DP782 54 and office address at __San httpo, Risel ____, and serein represented citizen, single/married, resident of , hareinafter referred to as the Sen Holeo, Hissl CONTRACTOR, WITNESSETH, Thut,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalavigan Ordinance No RPSB Rep. No. 7, 1, 2021- unnely:

Receir/Reprinting of Yneres School Buildings at Hely Elementary School, Bergy, Mely, San Matoo, Rissl

WHEREAS, the CONTRACTOR, warranting that it has the financhi and, technical competence to undertake the above said infrastructure works, has been declared as the Levest Calculated Responsive Bid in a public bidding held last _22_October_2021_____, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works artitly in accordance with the following standards set forth in the bid documents, approved plans, program d works and specification in consideration of the amount of Six Million Five Hundred Forty-Five Thoustand One Hundred Elavan Pasos 4 86/100 (Po,545,111.86), Philippine Carrency.

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

1. The whole works subject matter of this Agreement shill be completed within Cos Rendred Forty-Teo (162) calendar days, in accordance will the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related docesents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 ml are integrated herewith and incorporated herein by way of reference, namely,

- a. SP Ordinance No. gpSB Real
- b. Certificate of Availability of Funds
- e. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction 2-hedule
- f. Request for Expression of Interest
- a Bidding Documents netuding all the documents/statements contained i the winning bidder's two (2) bidding envelopes
- h Bid Security
- 1. Addenda and Supplements Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the taner hereby covenants with the PROVINCE 5 construct and complete the infrastruate works subject of this Agreement in conformity with the province of the Contract,

3. The PROVINCE hereby covenants k pay the CONTRACTOR theamount of PESOS

Six Sillion Five Handred Forty-Five Thousand the Thought Leven Perge Philippine Currency, to consider about of the construction and on, upon completion of the "affastructure works unless otherwise nereed by the parties, subject of this Agreement as a centract price othe time and in the many states thed by the Contract and specified in the Bid od 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; 24

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Mine Handred Simty-Three Three Three Paster 5 36/100 (P1,963,333,56)) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.

 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 be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Committing Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the comulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring 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:

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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 hereinabler referred to;

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

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

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

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

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

2 6 NOV 2021 at	, the parties have hereunto sign Antipolo City	ed this Agreement th	iis day of
CORTEZ SAMIOS CORSTRUCTION	and the second se	ROVINCIAL GOVE	RNMENT
By: ARVIN JUREL 1900 CORTEZ Proprietor/Manager/President	By: R	EBECCA A. YNAI	lêz
LOLITA BOR GUZA	WITNESSES	Governor &	TEJADA
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY) S	S) .S.		1700 00 CONTRACTO
Name/Entity	blic for and in Antipolo City, pe Valid ID Presented	Date	Place
HON REBECCA A YNARES	Paisport No. P8239281A TDI, NO. 254-254-COO	August 5, 2028	Manila

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for Repair/Repainting of Ynercer School Buildings at Hely Elementary School, Repy, Nely, Sen Mateo, Rizel

WITNESS MV HAND AND SEAL thin _ Antipolo City. 2 6 NOV 2021

at Rizal Provincial Capitol,

Dox No 3/0 Paga No 67 Book No 3 Senter 20 2/ HOTART PURCH OUNTIL DEC. 31. 2021 HOTART PURCH OUNTIL DEC. 31. 2021 HOTARIAL C. STATTIC MR. 20-07 ISPLIFETING STATUS MR. 20-07 ISPLIFETING STATUS MR. 20-07 HOLL OF A THOME Y NO. 55310 TO NO. 1553174074701



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

MR. VICTOR C. PIGUING VIAN BUILDERS Tanay, Rizal

Dear Mr. Piguing:

The attached Contract Agreement having been approved, notice is hereby given to VIAN BUILDERS that work may proceed on the Construction of Comfort Room and Improvement of Ynares Multi-Purpose Building at Brgy. Sta. Ines and Brgy. Laiban, Tanay. Rizat 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:

200 TOR C. PRGU

10/22/2021 # 25

CONTRACT AGREEME

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 Roud corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNITH HUR AN BECCA A. YNARES, herein referred to as the PROVINCE; and

Tensy, Rigal , a sole proprietership private corporation, duly organized and existing under the laws of the Republication lither lither principal place of business and office address at Tunny, Piusi, 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 pursuanted the detension of Control and Andrewstory and Control of Thates Hult's Preposts muilding at Brgy. Ste. Ince and Brgy. Leiben, Tenny, Rigel

WHEREAS, the CONTRACTOR Benchmant and and the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lawest Colculated Responsive Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the 101012 on Einfrithmetred Working Willrow Chousened Sale the followines with the second of consideration of the amount of ÌΡ), Philippine Currency.

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

One Hashred Teenty-Five 125

1. The whole works subject matter of this Agreement still be completed within 0_) calendar days, in accordance with the provisions of the Bid

Documents, Approved Plans, Program of Works and Specifications, Generaland 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 wayou reference mamely:

- a. SP Ordinance No.
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- ж.
- Bidding Documents vicluding all the documents/statements contained is the wirming bidder's two (2) hidding cavelopes
- h. Bid Seconty
- i. Addenda and Supplementa Bulletin
- J. Notice of Award of Contract and the Contractor's Conformity thereto.

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

One Million Six Handred Twenty-Three Thousand One Husiced Twenty-Eight The Provide The Pro

(P Currency, to consideration of the construction and one upon completion of the ulrastructure works). Philippine unless otherwise served by the parties, subject of this Agreement as a contract price at the time and in the ment presented by the Contract and specified in the Bid and as agreed upon by the Contractor;



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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Bour Barsheed Edghty-Sig Thouseand Hinn</u> <u>Bandcool Thicky-Elght Pasos & 53/100</u> (P_486,938,53)) Philippine Currency, as a measure of guarantee for the farthful compliance with his obligations under this 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;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be poyable 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 reacond or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

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

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

15. Any and all disputes arising from the implementation of this Agreement shall be sobmitted 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 portinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

2 5 NOV 2021 ______ day of ______ at Antipolo City.

VIAN BUILDERS Entity/Fun/Corporation	RIZAL PROVINCIAL GOVERNMENT	
By I	By:	
Proprieton Manager Preigden	REBECCA A. VNARES	
190 /	WITNESSES	
LOLITA BODE GUZMAN	MA. VICTORIA B. TEJADA	
(NOTAR	IAL ACKNOWLEDGMENT	

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (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. P\$239281A	August 5, 2028	Manila
VICTOR PIGUING	TIN NO. 244-209-971		

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 overy page hereof, refers to the Agreement for:

Construction of Confort Hoom and Reprovement of Ynaros Hulti-Purpose Building at Drgy. Sts. Inse and Brgy. Leiben, Teney, Himl

WITNESS MY HAND AND SEAL this 2 Edwy yr 2021 , st Rizal Provincial Capitol, Antipolo City.

Doc No. 3// Page No. 63 Book No. 3 Sence 20 2/ NOTABLE CONTRACTOR STATES



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 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/Imprv. of Vnares Multi-Purpose Covered Court at Brgy. Sampaloc, Tanay, Rital 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 spaceprovided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours:

REBECCA A. YNARES Governor

Tacknowledge receipt of this Notice on

Authorized Signature: Name of the Representative of the Bidder.

RENATOC, VILLAROMAN

10/22/2021 // 20

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

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

organized and existing under the lawwof the Republic of the Philippines, with principal place of business and office address at <u>BINATO VTLLAR Potential</u> series represented by its Proprietor/President/General Manager, <u>Pincen, Rinal</u> of legal age, Filipino citizen, single/married, resident of ______, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

Repair/Repainting/Improvement of Ynaces Multi-furyoan Cowered Court at Hogy, Sampelon, Teney, Hizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastidential works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last _______, has accepted and biods itself to undertake the construction and completion of the above said infrastructure works strifty in accordance with the following standards set forth in the Garddetthiants, approved place, program to whether the possibilities the possibilities the possibilities and the following standards set forth in the Garddetthiants, approved place, program to whether the possibilities the possibilities the possibilities the possibilities to a strift the possibilities of the possibilities and the possibilities the possibilities the possibilities of the

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

The Whole works subject matter of this Agreement shill 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:
 23, 6, 2021

- a. SP Ordinance No.
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e Construction 3-hedule
- f. Request for Expression of Interest
- Bidding Documents including all the documents/statements contained i the winning bidder/s two (2) bidding envelopes

- K

- h. Bid Security
- i. Addenda and Supplements Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto.

 In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the fatter hereby covenants with the PROVINCE > construct and complete the infrastruture works subject of this Agreetness in conformity with the province of the Contract;

Cae HEREIBE NROVINGE-METRO ANYARIA Uppy the CONTRACTOR/MEMORIA/6000505

Currency, to consideration of the construction and one upon completion of the infrastructure works unless otherwise nereed by the parties, subject of this Agreement as a contract price athe time and in the upper contract of 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 PROVENCE, or any Government instrumentality to secure this Contract: 26

+ 2 +

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four likesized Forty-One Thoursand 51x (isothered 50, 100 (PAM, 507, 30))

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

 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 unplementation of this Agreement;

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

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

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

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

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

 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 — PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR internal Revenue and a copy of its income and business tax returns duly stamps, and duly validated with the tax payments made thereon.

15. Any and all disputes arising from the implementation of this Agreens arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided hu are within the competence of the Construction Industry Arbitration Commission.

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 26 to resort to other alternative modes of disputes resolution.

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

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

	parties have hereunto signed this Agreement this day of polo City.
CHIRCLETUS COULD	RIZAL PROVINCIAL GOVERNMENT
Entity/Firm/Corporation	
By: fel	By: 5
REMARD VILLAREMAN	REBECCA A. YNARES
Proprietor/Manager/President	Governor
list	WITNESSES

MA, VICTORIA B, TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.

Hegy. Sampalon, Tanay, Risel

LOLITA & DEGUZMAN

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

Nume/Entity	Valid ID Presented	Date	Pince
HON REBECCA A. YNARES	Passport No. PS239281A	August 5, 2028	Manila
EIMTO VILLARONALI	TEN NO. 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 parties hereto in each and every page hereof, refers to the Agreement for hepsin/Repainting/Improvement of Theres Pulti-Purcese Covered Court at

WITNESS MY HAND AND SEAL this	2 GaNOV 2021 , at Rizal Provincial Capito	H,
Antipolo City.	R	
Doe No. 38 Page No. 57 Book No 3 Serim 20_21	HOTART PROJACY PURCHASE TO TAMUE HOTART PROJACY PURCHES TO 2021 HOTART STOLEN STOLEN TO TAMUE TOTART STOLEN NO. 55300	



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 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 Improvement/Construction of Hanging Bridge at Brgy. Sto. Niño, 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 Aureement 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:

Asthorized Signature. Name of the Representative of the Bidder:

PORHIRIO P. MINA

10/22/2021 # 27

CONTRACT AGREEMEN

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 Rinal Provincial Capitol, Circumferential Road corner P. Oliverds St., Brgy, San Roque, Antipolo City, sepresented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE, and

Timey.	Riggal, a sole pupp	rightship pri	vate corporation, duly
organized and existing under the laws of the	e Republic of the Philippin Tanay, Rizel, an	acc with prin	cipal place of business
Proprieton President/General Manager,	Anna Anna Anna Anna Anna Anna Anna Anna		f legal age, Filipino
citizen, single/instried, resident of CONTRACTOR, WITNESSETH, That,			r referred to as the

23, 1. 2021

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sunger Mind Angun Demakage Scille at Hogy. Sto. Mind, Smelly Hizel

WHEREAS, the CONTRACTOR warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lawest Calculated Responsive Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of she above hand infustriante workevening. Tesac distance adds the following sundards estion thanks bid dynaments, approved ply a recompany works and specification in consideration of the amount of

(P

). Philippine Currency.

P

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

Two Handreds 200 I. The whole works subject matter of this Agreement shtl be completed within) calendar days, in accordance will the provisions of the Bid γ. Documents, Approved Plans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related docenents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 #4 are integrated herewith and incorporated herein by way of inferincer, namely:

- a. SP Ordinance No.
- b. Certifieste of Avgilability of Funds
- Scope/Program of Work and Detailed Estimate c.
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Exprovation of Interest
- Bidding Documents weinding all the documents/statements contained i the winning 8 bidder/s two (2) bidding envelopes
- h Bid Security
- 1. Addenda and Supplements Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE is construct and complete the infrastrutore works subject of due Agreement in conformity with the province of the Contract,

Saven HALLERCE mined Seventy-Four Thousand Two Hundrod Twenty Fesore Covenings & pay the CONTRACTOR 200 address of PESOS

QP. Currency, 14 consideration of the construction and one upon completion of the infrastructure works unless otherwise nereed by the parties, subject of this Agreement as a contract price athe time and in the more error sibed by the Contrast and specified in the Hid and as agreal upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Two Hillion One Handced Elghty-Two Thousand</u> <u>Two Handred Sixty-Six Penes & 28/100</u> (P.2,182,266,28) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

 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 be payable by the contractor in case of breach thereof. For the procurement of Goode. 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;

NO

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

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

15. Any and all disputes arising from the implementation of this Agreeme arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided hare within the competence of the Construction Industry Arbitration Commission

* 2 *

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 27 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the periment 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 anwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

2 5 MUTNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of ______ at Antipolo City.

JHD-D ² ERTERPHI Entity/Firm/Corp	oralise.	RIZAL PROVINCIAL GOVERNMENT	
By: Proprietor Manager Pr	esident	By:	REBECCA A YNARES
		WITNESSES	8
LOLITA H DE	18	ACKNOWLEDG	MA, VICIÓRIA B. TEJADA MENT
REPUBLIC OF THE PHI ANTIPOLO CITY		0.0000	

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	Pasiport No. P8239281A	August 5, 2028	Manila
PORTENIO HERA	TEN NO. 154-422-889		

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 tigned by the parties hereto in each and every page hereof, refers to the Agreement for

Improvement/Construction of Henging Dridge at Ergy. Sto. Hino, Yenny, Hinal

WITNESS MY HAND AND SEAL this	2 6 NOV 202"	, at Rizal Provincial Capitol.
Doc No. 277 Page No. 56 Book No. 3 Serius 20 21	HOTA HOTA THE L	ARIASALVE KUSATA-ADAHU TPUNCK BUTH BEC 31, 2021 ARIE SCHNISSION NO. 20-07 BET FEMILING, 09047/8FZAL STARREV NO. 55310 SH 1558/749/HIZAL

+1+


Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

MR. FELIMON M. SANTOS FLS CONSTRUCTION AND BUILDERS Taytay, Rizal

Dear Mr. Santos:

The attached Contract Agreement having been approved, notice is hereby given to FLS CONSTRUCTION AND BUILDERS that work may proceed on the Repair/Replacement of G.I Roofing of Rizal Police Provincial Office (RPPO Main Bidg.) at Cabrera Road, Brgs. Dolores, Taynay, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. VNARES Governor

I acknowledge receipt of this Notice on:

1-20-2-eX

Authorized Signature: Name of the Representative of the Bidder:

FELIMON M. SANTOS

10/22/2021 # 28

CONTRACT AGREEMEN

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

THE CONSTRUCTION AND BUILDERS

a sole proprietership 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 aeroin represented by its SOLAND BUILDER Proprietor/President/General Manager, of legal age, Filipinowytay, Hinel citizen, singlemmiried, 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. 23, 1. uunely;

Bereis/Perlacement of G.I. Roofing of Rizal Policy Provincial Office (RPPO nain Hidg.) at Cabrara Road, Hrgy. Colores, Taytay, Higal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above and infinitructure works, has been declared as the Lovest Calculated Responsive flid in a public bidding held last , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works stretty in accordance with the following standards set forth in the lud documents, appropried plans, program, of works and specification in equilibriation of the appoint of p 1,081,503.75). Philippine Currency.

NP.

10

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

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

- 23, #. 2021 a. SP Ordinance No.
- b. Certificate of Availability of Funda
- e. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction 5-hedule
- f Request for Expression of Interest
- 5. Bidding Documents including all the documents/statements contained i the winning
- bidder/s two (2) bidding envelopes
- h. Bid Security
- Addenda and Supplements Bolletin
- j. Notice of Award of Contract sed the Contractor's Conformity thereto

2. In consideration of the paymen to be made by the PROVINCE to the ONTRACTOR, the latter hereby covenania with the PROVINCE v construct and complete the infrastruture works subject of this Agreetment in conformity with the province of the Contract,

3. The PROVINCE beneby covenints a pay the CO One Hillion Elighty-Ode Thousand Plve Thread and TOR, the amount of PESOS

(0.1,081,563,76 Carrency, - consideration of the construction and one upon completion of the litrastructure works Philippine unless otherwise served by the parties, subject of this Agreement as a contract price athe time and in the

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; 26

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Threas likuscheed Tsunty-Four Thousand Four (P.324_9469_13) (P.324_9469_13) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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;

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

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

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

2

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 20 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 puriment provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hercunto signed this Agreement this _____ day of 2 6 NUV 2021 at Antipolo City.

ILS CONSTRUCTION AND BUILDERS	RIZAL P	INVINCTAL CON	UDMAUNT
Entity/Firm/Corporation	RIZAL PROVINCIAL GOVERNMEN		CALMOUTING.
By;	By:	6	
FIG.INDE SANDS	R	EBECCA A. YNA	RES
Proprietor/Manager/President	20	Governor	
LOLITA B. DE GUZMDAN	WITNESSES	IA. VICTORIA E	, TEJADA
NOTAR	IAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES)			
ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public for	r and in Antipolo City, per	sonally appeared d	to following
Name/Entity	Valid ID Presented	Date	Place

Manual 1998	CONTRACTOR OF CONCERNMENT	L'AND	- S Tabyle
HON REBECCA A YNARES	Passport No. PS239281A	August 5, 2028	Manila
FELINEN SANTOS	TIN NO. 137-732-196		
			_

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

Hermin/Replacement of G.I. Roofing of Rizal Police Provincial Office (RPPO Main Bldg.) at Cabrers Road, Hrgy. Delores, Taytay, Rizal

WITNESS MY HAND AND SEAL this	Zola WOV 2021 , at Rizal Provincial Capitol.
Antipolo City Dec Nu. 279 Page No. 56	ATTY ARIABALVERUNATA MANUA
Baok No Saties 20	NOTABIAL CONCESSION NO. 20-07

*TP 40 15581749/HEAL

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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 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 Repulr/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Prinza, Teresa, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

D REBECCA A. VNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature. Name of the Representative of the Bidder.

STRAES, B. SORIANO

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10/22/2021 # 29

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

S.E. SORIARD CONSTRUCTION , a sole propriaturship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Norong, Rigol _____, and acrean represented by its Proprietor/President/General Manager, STONEY SCILLARD of legal age, Filipino citizen, single/immried, resident of Nucond, Rivel , Internation referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Paulalaurgan Ordinance No. 23, z. 2021 namely;

Repeir/Repainting of Youres Multi-Purpose Covered Court at Bugy. Prince, Torase, Rival

WHEREAS, the CONTRACTOR, warranting that it has the financia and, technical competence to undertake the above said infrastructure works, has been declared as the Lavest Calculated Responsive Bid in a public bidding held last 22 October 2021 has accepted ad binds useff to undertake the construction and completion of the above said infrastructure works stratly in accordance with the following standards set forth in the bid documents, approved plans, program d works and specification in consideration of the amount of Six Hundred Sixty-One Thousand Five Bandred Eighteen Penps 0 85/100 (P 661, 518, 86.). Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing pamises, the parties heretohereby auroe as follows:

I. The whole works subject matter of this Agreement shill be completed within (60) calendar days, in accordance will be provisions of the Bid Sixty Documents, Approved Plans, Program of Works and Specifications, Generaland Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related domants as required by the 2016 Revised Implementing Bales and Regulations of Republic Act No. 9184 nf are integrated herewith and incorporated herein by way of inference, namely,

- a. SP Ordinance No. <u>23</u>, <u>8</u>, 2021
 b. Certificate of Avgilability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e Construction Schedule
- f. Request for Expression of Interest
- a. Bidding Documents tacluding all the documents/statements contained the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- i. Addenda and Supplements Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2 In consideration of the paymen to be made by the PROVINCE to the ONTRACTOR, the fatter hereby covenants with the PROVINCE > construct and complete the infrastruare works subject of this Agreement in conformity with the provint-of the Contract;

3. The PROVINCE headby covenants is pay the CONTRACTOR theamount of PESOS

Six Hundred Sixty-One Thousand Five Nonsized Fighteen Pases & \$5/100 Currency, is consideration of the construction and on, upon completen of the afrastructure works unless otherwise second by the parties, subject of this Agreement as a catract price ache time and in the transee prevailed by the Common and specified in the Bid an agreel upon by the Contractor,

NC.

....

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 flancheed Minety-Eight Theorem Pote Basiced Fifty-Five Pasos & 66/100

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this (P 198,455,65 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

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

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

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

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

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;

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

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

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

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 29 to resort to other alternative modes of disputes resolution.

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

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

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

S.B. SCREAND CONST		RIZAL PROVINCIAL GOV	ERNMENT
Entity/Firm/Corp.	oration		
By: <i>I</i>		By:	
SHEEY STRTAND		D	
Design March 19		REBECCA A. YNA	
Proprietor/Manager/Pro	estoent	Governor 7	1
1	WITNES	ere	
11 52	witnes	SES	
LOLITA B DI	GUZMAN	MA. VICTORIA B	TEXADA
carry services	Guine	inter the type in	a a conversion
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8	NOTARIAL ACKNO	WLEDGMENT	
REPUBLIC OF THE PHI	LIPPINES)		
) 5.5.		
INTIPOLO CITY	1.1000		
BEFORE ME, a N		olo City, personally appeared th	e following

2019/00.50101/475	04	100.2525	and the second second
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
STEMMY SCHUMP	TTN HQ. 233-647-269	/	

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

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

Repair/Repainting of Ynames Multi-Purpose Covered Court at Brgy. Prinze, / Teress, Risal

WITNESS MY HAND AND SEAL this	2 E.MEV 2021	, at Rizal Provincial Capitol,
Doc No 343 Page No 59 Bonk No 30	TOP LIFETISE POLL OF ATT	AS AL AF AUGATA - ADDAL HUNTHI DEC 31, 2021 HALF GROTT MO. 20-07 HOL AD, DANA-7/AIZAL MAREY NO. 55330 HUTA OF MIZAT

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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 November, 2021

MS. MARIA TERESITA F. PAMINTUAN MJP CONSTRUCTION AND DEVELOPMENT CORP. Bans, Rizal

Dear Ms. Pamintuan:

The attached Contract Agreement having been approved, notice is hereby given to *MJP CONSTRUCTION AND DEVELOPMENT CORP.* that work may proceed on the *Concreting of Road with Drainage Canal at Sitio Guava Hills, Brgs. Bagumbayan, Teresa, Rigal* 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

11-20170

MARIA TERESITA F. PAMINTUAN

10/22/2021 # 30

CONTRACT AGREEME

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 Rival Provincial Capitol, Circumferential Road corner P. Oliveres St., Bugy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. VNARES, herein referred to as the PROVINCE; and

RIP CONSTRUCTION & DEVELOPMENT CORPORATION a sole proprietorship-private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Boros, Blool and aeron represented age, Filipino Proprietor/President/General Manager, PARIA UNIPSETA F. PAMIDITIAN of legal age, Filipino Bremather referred to as the Barros, Hisal CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE doclares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalaneigan Ordinance No. 23, e. 2021namely

Concreting of Bond with Dreinage Canal at Sitio Cuava Hills, Bapy. Esgunboyen, Terons, Rizel.

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lawest Calculated Responsive Bid in a public bidding held last ____ Bid in a public bidding held last ______ 22 October 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 Million Eight jourdred Three Theorem Seven Massized Torney Force & 10/100 (P4,803,720.10) Philippine Carrency.

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

L. The whole works subject nutter of this Agreement shill be completed within One Handred Porty (140) calendar days, in accordance will the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletina, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated berewith and incorporated herein by way of reference, namely;

- a. SP Ordinance No.
- a. SP Ordinance No. 23 2021
 b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Syccifications
- e. Construction 2-hedule
- f. Request for Expression of Interest
- a. Bidding Documents actuding all the documents/statements contained is the winning hidder/s two (2) bidding envelopes
 - h. Bid Security
- i Addenda and Supplementa Bulletin
- Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the later hereby covenants with the PROVINCE a construct and complete the infrastruture works subject of mis Agreement in conformity with the province of the Contract,

3. The PROVINCE boreby covenants & pay the CONTRACTOR the amount of PESOS

Four Million Right Mandred Three Theorem Seven Hundred Twenty Pesce & 10/109 Currency, to consideration of the construction and one upon completion of the altrastructure works unless otherwise neveed by the parties, subject of this Agreement as a contract price atthe time and in the me- presented by the Contrast 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 Case Hillion Forgy Hundred Forty-One Theursand One Hundred Sixteen Perce & 03/100 (P 1, 641, 115,03 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

15. Any and all dispotes 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

P

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 30 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 tiable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of 2.8 NOV 2021 _____ at Antipolo City.

HUP CONSTRUCTION & DEVELOPMENT CORPORATION

Entity/Firm/Corporation

By:

Proprietor/Manager/President

B. DE CUZMAN LOLIT

RIZAL PROVINCIAL GOVERNMENT

8y: REBECCA A Governor

Th .

L TEJADA MA, VIC

TTP 48 15551749/ RIZAL

NOTARIAL ACKNOWLEDGMENT

WITNESSES

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) 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	Patsport No. P8259281A	August 5, 2028	Manila
MARIA TERESITA F. PAMINIUAN	TIN 80. 213-504-783		

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 Concerting of Boad with Desinage Consil at Sitio Gueve Hills, Begy. Begusbeyen, Terrers, Rinal

WITNESS MY HAND AND SEAL this Antipolo City.	2 BaNGV 2021 at Rizal Provincial Capitol,
Doc No 372	TARTPOLICUTTE DEC.31, 2021
Page No. 45	HOTARIAL CLEDISCIDI HE, 20-07
Book No. 3	INFLICTIMENOIL NO. 05047/07241
Series 20 21	TOLL OF ATTORNEY NO. 55320