

OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 December, 2021.

ENGR. AINA GEMINESE M. GARCIA AINA CONSTRUCTION Balagtas Bulacan

Dear Ms. Garcia.

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

Construction of 4-Storey, 8-Rooms Ynares School Ruilding at Joaquin Guido Elem. School, Brgy. Kalayaan. Angono. Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor ANARES

Lacknowledge receipt of this Notice on:

Authorized Signature.
Name of the Representative of the Bidder:

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between;

The PROVINCEAL 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

Aina Construction	, a sole (proprietorship/priv	ate corporation, duly
organized and existing under the laws of	the Republic of the Phili	ippines, with princ	ipal place of business
and office address at Bulggt			epresented by its
Proprietor/President/General Manager,		-	legal age, Filipino
citizen, single/married, resident of	Selagtas, Bulacon		referred to as the
CONTRACTOR. WITNESSETH, That	le .		

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

Construction of 4 storey, 8 rooms Ynares School Building at Josquin Saido lem. School, Srky. Kalayaan, Ingono, Mizel

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 November 15, 2021 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Twenty-Seven Million Six Hundred Pive Thousand Configuration Sixty Five Peace and 84/100 (P 27,605,165,84), Philippuse Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within two litted [250] calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bultetins, 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. RPSB Res. No. 9, 4. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - c. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental 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 Twenty Leven Killion Six Hundred Five Thousand One Hundred Sixty Five Pesos and 34/100 (P___7,401_1,5.34). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner presembed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Bight Million Two Bundred Eighty One Thousand</u>

 Five Hundred Forty Nine Pesos and 75/100 (P 8,281,549.75)

 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,
- 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 [RR] 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 omount 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 injeries, 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 Rovenue 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 sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfesture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT ine Construction Entity/Firm/Corporation By: By: President WITNESSES LOLITA BADE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANGONO, RIZAL 18.8 BEFORE ME, a Notary Public for and in ANGONO PROPERTY appeared the following Valid ID Presented Name/Entity Date Place HON, REBECCA A. YNARES Passport No. P8239281A August 5, 2028. Manila 212-125-115 ina Gemenese M. Garcia All known to me and to me known to be the same person's who executed the foregoing instrument and

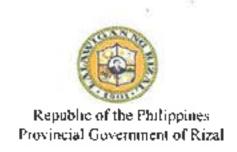
acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively

This 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 & storey. S rooms Yeares School Building at Joaquin Buido Sless School, Brgy. Kalayasn, Angton, Sizul

and the state of t	
WITNESS MY HAND AND SEAL this	day of Iff 1 1 202 at Rizal Provincial
Capitol ANGONO, RIZAL	ATTY ANNA MARIE L. SANTO
Doc No 727	NO TARY PUBLIC
Page No 66	for Angeno, Binangenan & Carden, all in the PROVINCE OF RIZA!
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PTR NO. 15 39 34 Rizal Roll of Attorneys No. 69250 *BP Lifetime Member No. 010637 Total MCLE Compliance No.VI-000735 Valid until April 14, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 December, 2021

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION COPORATION—that work may proceed on the Repair/Repainting of 3-Storey, 15-Rooms NHA School Bldg. at Baras-Pinugay Integrated High School, Brgg. Pinugay, Baras, Rical effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES
Governor

Lacknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder:

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

GRGER Construction Corp. , a sole pr	roprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philip and office address at Rodriguez, Pizal	opines, with principal place of business
Proprietor/President/General Manager, Carlos Geronino	, of legal age, Filipino
citizen, single/married, resident of Rodriguez, Rizal CONTRACTOR, WITNESSETH, That,	, hereinafter referred to as the

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

Repair/Repainting of 5 storey, 15 rooms NB. School Bldg. at Bares-Finusay Integrated Sigh School, Bray. Finusey, Bares. Rical

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 November 15, 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Contribution Seven Sundred Sixty One Thousand Six its address Platy One Peace and 76/100 (P 1,761,651.76), Philippine Currency.

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

- - a. SP Ordinance No. RPSB Res. No. 10, c. > 21
 - Certificate of Availability of Funds.
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - c. Construction Schedule
 - Request for Expression of Interest.
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding covelopes
 - h. Bid Security
 - Addenda and Supplemental Holletin.
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS one Hillion Seven Hundred Sixty One Thousand Six Standard Pifty One Pesos and 76/100 (P. 1,761,76.), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Twenty Eight Thousand Four Hundred Rinety Five Pesos and 53/100 (P 528,495.55)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this

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;
- 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 of 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 figurdated duringes which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Considing Services, the amount of the liquidated duringes shall be at least equal to one-tenth of one percent (0.001) of the cost of the imperformed portion for every day of delay. Once the 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."

- 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, fuilure 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 bereto to agree in writing to resort to other alternative modes of disputes resolution.

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

Jurisdiction over civil cases or 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

Characteristics Corp. Entity/Firm/Corporation	RIZA	AL PROVINCIAL GOVE	RNMENT
By: Gloger	By:	8	
Proprietor/Manager/President		REBECCA A. YNAI	RES
LOLITA B. DE GUZMAN	WITNESSES	MA. VICTORIX B.	TEJADA
NOTA	ARIAL ACKNOWLE	DGMENT	
REPUBLIC OF THE PHILIPPINES) S.S.			
BEFORE ME, a Notary Public	for and invastingle Ci	ty personally appeared the	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281	A August 5, 2028	Manila
Carlos Geronimo	009-082-212		

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

Repair/Repainting of 3 storey, 15 rooms No. obcol sldg, at Stras-Fingay Integrated High School, Ergy, Finulay, Marss, Mizel

a manage and a made a same a	The same of the same
WITNESS MY HAND AND SEAL this	day of
Capitol ANGONODRIZAL	m/ '
Doc No	ATTY ANNA MARIE L SANTOS
Page No	for Angono, Binangonan & Cardon
Book No. 2	NOTARY PUBLICIE OF RIZAL

Series 20 21

Julio Decamber 31 2023
Adm. Matter No. 19-00
TR NO 19-01
TR NO 19-



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 December, 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/Repainting of Vnares Multi-Purpose Covered Court and Stage at Calumpung Elem. School. Brgy. Calumpang. Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

Lacknowledge receipt of this Notice on:

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Authorized Signature:

Name of the Representative of the Bidder:

OLIVERO, AOUENO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCEAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at binangers, limit, and herein represented by its Proprietor/President/General Manager, therefore the proprietor of legal age, Filipino citizen, single/married, resident of single/married, resident of single/married, thereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Songgranung Pantalawigan Ordinance No. 100 Pers 104 2021 namely:
Repair/R painting of Emerce Hultipurpose Cavared Court and Stage at Galumpang Jea. School, Bray: Calumpang, Disacapusa, Sizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within 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:
1. The whole works subject matter of this Agreement shall be completed within
1. The whole works subject matter of this Agreement shall be completed within 1. (c.) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans. Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No 9184 and are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No Res Sep. (co. 10, co. 11) b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
1. The whole works subject matter of this Agreement shall be completed within 1. (c) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans. Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No 9184 and are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No8.63ses Ro 10., r60.41 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
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hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within (C) 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 Buffetins, 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 NoR_GR_BR_BR_BR_BR_BR_BR_

(P 350,710,12), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Fifty Five Thousand Two Hundred Thirteen Pesos and 04/400 (P 255,213,04)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or meorporated 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 Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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 hability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

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

Cliver Aquino Constructi	mi RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Finn/Corporation		_	
By:	By:	R	
(A)	-	O	
liver	R	EBECCA A. YNAI	RES
Proprietor/Manager/President		Governor	
184	WITNESSES	Ź	
LOLITA B. DE GUZM	AN	MA. VICTORIA B.	TEJADA
NO.	OTARIAL ACKNOWLEDGY	(ENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CIPNGONO, RIZAL) S	S) .S.		
BEFORE ME, a Notary Pul	blic for and in Anni 818 Chy de	rstocally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
Sliver Makino	182+311-289		
			s as is an an ant and
All known to me and to me backgowledgment that the same is the present	mown to be the same person/s when free voluntary act and deed as		
acknowledgment that the same is the present	or free voluntary act and deed as of three (3) pages including the	s well as the entity the s page wherein this	at they respectively acknowledgment is
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acknowledgment that the same is the present This instrument, consisting written and has been signed by the parameter and has been signed. WITNESS MY HAND AND	of three (3) pages including the order to be and every pages including the order to be and every page. Thereas Pultinum one Coul, Brey, Calumpang, 31	s well as the entity the s page wherein this ge hereof, refers to the verned Court and nangonan, Rizal	at they respectively acknowledgment is a Agreement for: Stage at

Series 20 2/



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 December, 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 Construction of Stone Musonry for Side Protection (portion) and Concreting of Creek Bed at Purok II, Brgy. Sapang, Binangonan. Rizul 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 Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

7 - 74 - 71

EAURO A. URIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and cutered 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, berein referred to as the PROVINCE; and

organized and existing under the laws of the Republ	ic of the Philippines, with principal place of business
Proprietor/President/General Manager, Lauro citizen, single/married, resident of Binangona CONTRACTOR WITNESSETH, That,	al , and herein represented by its to blacks of legal age, Filipino n. Fight hereinafter referred to as the
WHEREAS, the PROVINCE declares that pursuant of the Sangguniang Panlolawigan Ordinan	certain infrastructure works should be constructed in ce No. 35+ 5- 2021 panely:
Construction of Stone Famoury for Creek Bed at Purck II. Srgy. Supong,	r Side Protection (portion) and Somereting Wintergomen, Rizol
THE SHARE STATE OF THE STATE OF	

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

(P 1.268.743.30), Philippine Currency.

- 1. The whole works subject matter of this Agreement shall be completed within the lightest trenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract. Supplemental or Bid 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 incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 35, e. 2021

Hundred Forty Three Pesos and 30/100

- Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- Request for Expression of Interest.
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- 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

 One Hillion Seven Bundred Starty Night Transand over the Contract of Pesos

 and 30/100 (P 768 74), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; —
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Thirty Thousand Six Hundred Thenty Two fesos and 59/100 (E30,622.99)

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;
- 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 IRB 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;
- 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 catifile 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 my mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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A/C) E Cran Strance No. V1/15/17/57 Valin pri/4 April 14, 2012

NOTARY PUBLIC

Without prejudice to administrative satisfions 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 testitution 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 signe Antipolo City NGONO, RIZAL	d this Agreement th	sday of
Fit Chimins Construction C	orpa RIZAL PE	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By: Inhart	Ву:	8	
Proprietor/Manager/President	K	Governor Ad	is .
	Norm receive	//	
OK!	WITNESSES	0	/
LOLITA B/DE GUZM	AN :	MA. VICTORIA B.	TEJADA
REPUBLIC OF THE PHILIPPINE	OTARIAL ACKNOWLEDGN S)	1ENT	
ANTEROLOGIZA. 18	.S.		
BEFORE ME, a Netary Pu	blic for and ianguno, RIZ	sonally appeared the	e following
Name/Entity	Valid 1D Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
Labro F. Stylens	008-410-539		
All known to me and to me is acknowledgment that the same is the present	known to be the same person's when free voluntary act and deed as	no executed the foregon well as the entity the	oing instrument and at they respectively
This instrument, consisting written and has been signed by the pa	of three (3) pages including the arties hereto in each and every page.	s page wherein this a ge hereof, refers to the	acknowledgment is Agreement for:
Construction of Joseph Concreting of creek	ne Hoarnry For Side First Sed at Peror II, Bigy.	necim tomition Morale Minning) mad hery Himml
WITNESS MY HAND AND	O SEAL thisday of hi	at Riza	l Provincial

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Page No

Book No.

Series 20 31



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 2021.

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

Dear Mr. Villanita:

The attached Contract Agreement having been approved, notice is hereby given to MAK-JAMS CONSTRUCTION—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Janosa Elem. School, Brgv. Janosa. Binangonan, Rical 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

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder,

MICHAEL A. YILLARINA

KNOW ALL MEN BY TRESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCEAL 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
Rak-Jane Construction , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan Risal , and herein represented by its Proprietor/President/General Manager. Hickory Villarina , of legal age. Filipino citizen, single/married, resident of Binangonan Risal , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggariang Panialawigan Ordinance No. 35, 3, 2021 usincly:
Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Janosa Elea. School, Brgy. Janosa, Binangonan, Pisel
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 November 15, 2021 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Contract Contract Con
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within
a. SP Ordinance No. 35, 8, 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes h. Bid Security
Addends and Supplemental Bulletin Notice of Award of Contract and the Contractor's Conformity thereto
2 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS

One Million One Hundred Bighty Three Thousand Seven Hundred Thirty Six Pesos
and 39/100 (P 1.183.736.39), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Pifty Pive Thousand Che Hundred Twenty Pesos and 92/100

 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 to 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 comain 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 resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or domages that may be sestained 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 meane 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 sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil tiability 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 bereinto signed this Agreement this DEC 17 2021 day at Antipolo City...

al-Jame Construction RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Hy: Villarina Michael REBECCA A. YNARE Governor A Proprietor/Manager/President WITNESSES LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (SONO, RIZAL) S.S.

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

Valid ID Presented Date Place Name/Entity HON REBECCA A YNARES Passport No. PR239281A August 5, 2028 Manila 221-027-734 Mishael Villarina

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

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

Construction/Provision of wash Facilities (Water, Senitation & Hygiene) at Janosa Elem. School, Brgy. Janosa, Tinanguran, Risal WITNESS MY HAND AND SEAL this ______day of __BEC 17 1001 at Rizal Provident, INTAL.

<u> چهځ Doc No</u> Page No 756 Book No 3

Series 20, 24

Capitol, Antipolo City

ATTY. ANNA MARIE ... SANTOS NOTARY PUBLIC
NO TR No. 171320747 Amazory 3, 20727 Rigol Roll of Attorneys No. 59259 18P Lefettem Member No. 2156, 27 (172) MCLE Compliance No. 714, 00788 3



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 December, 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 UBIADAS CONSTRUCTION CORP.—that work may proceed on the Repair/Repainting of Ynares School Bidgs.ui Saint Anthony Elem. Sch., Brgg. San Juan, Cainta, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder-

12 - 20 - 21

LATIRO A. DRIADAS

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 Capitot, Circumferential Road corner P. Oliveros St., Brgy. San Roque. Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

Kit Ubiadas Construction Corp. , a sole proprie	torship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines	with principal place of business
and office address at Binengenen, Rival and	herein represented by its
Proprietor/President/General Manager, Laure N. Ubiadan	of legal age, Filipino
citizen, single/married, resident of Binangonan, Rival	hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangginiang Pantalawigan Ordinance No. RPSB Res. No. 10. 8. 2021namely:

Repair/Repainting of Ynares Mehool Sidge, et Saint Anthony Llem. School, Brgy. Sen Juan, Cainta, 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 November 15, 2021 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Inc. Million Four Burdered Seventy Nine Thousand Construction.

Hundred Eighty Three Pesos and 29/100 (P 1,479,183,29), Philippine Currency.

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

- I The whole works subject matter of this Agreement shall be completed within Lighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, pariety:
 - a. SP Ordinance No. RPSB Res. No. 10, 4. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s (wo (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin.
 - 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 bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 One Million Four fundred Seventy Nine Thousand One Hundred Eighty Three Pesos
 and 29/100 (P 1.479.183.29), Philippine
 Currency, in consideration of the construction and only upon completion of the infrastructure works
 unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the
 manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

cy)

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Forty Three Thousand Seven Hundred Fifty Four Pesos and 29/100 (P 443,7 4.90)

Philippine Currency, us 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;
- 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 encloded 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 projudice 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 roles 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 ansing 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

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY
ANGONO, RIZA

S.S.

BEFORE MF, a Notary Public for and the respect Ory personally appeared the following

Name/Entity Valid ID Presented Date Place
HON REBECCA A. YNARES Passport No P8239281A August 5, 2028 Manila
Lauro H. Ubiadas 008-410-689

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

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

Repair/Repainting of Ynares School Bldgs, at Saint Asthony Elem. School. Brgy. San Juan, Cainta, Risal

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WITNESS MY HAND AND SEAL this	day of OFC 11 LULI at Risal Provincial -
Capitol, Antiboa Cox ZAL	NO ART PUBLIC
Dec No. 34	for Anguno (Ellio, traduct & Cardona et in the PROMEUS OF RIZAL
Page No CC Book No. 2	NOTARY PUBLIC: 19-06
Series 20 74	. 200 (J.C.) J.C.) 16 R. 7 C Res et Alle et et et 200 (200 (200 (200 (200 (200 (200 (200
	BP Uřatinto Vembo i Rei 0 (6532 /P) WQUE Compliance (va. VI-000788)

Veria chor April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 2021

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

Dear Mr. Aguino:

The attached Contract Agreement having been approved, notice is bereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Construction/Provision of Wash Facilities (Water, Santanion & Hygiene) at M.C San Juan Elem. School, Brgy. San Roque. Cardona. Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES Governor

Lacknowledge receipt of this Notice on:

12.70.71

Authorized Signature.

Name of the Representative of the Bidder:

OLIVERO, AQUINO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

IIS COTTACTOR, TICH	REBECCA A. YNARES, herein referred to as the PROVINCE; and
Oliver Louine C	a sole proprietorship/private corporation, du
organized and existing t and office address	order the laws of the Republic of the Philippines, with principal place of busine at
WHEREAS, the pursuant of the Sanggun	PROVINCE declares that certain infrastructure works should be constructed any Panlalawigan Ordinance No
-construction	/Provision of such Facilities (enter, Sepitation & Pygione) Law, Februl, Higg. Det Folks, Cardota, Ricel
a undertake the above s Bid in a public bidding the construction and co	CONTRACTOR, warranting that it has the financial and, technical competent aid infrastructure works, has been declared as the Lowest Calculated Responsible last auxiliary has accepted and binds itself to undertain pletton of the above said infrastructure works strictly in accordance with forth in the bid documents, approved plans, program of works and specification frount of (P), Philippine Currency
NOW, THERE sereby agree as follows. I. The whole countents. Approved I contract, Supplemental	ORE, for and in consideration of the foregoing premises, the parties here works subject matter of this Agreement shall be completed with (
NOW, THERE needs agree as follows: 1. The whole aren'ty free. Documents, Approved I contract, Supplemental 2016 Revised Implemental incorporated herein	ORE, for and in consideration of the foregoing premises, the parties here works subject matter of this Agreement shall be completed with () calendar days, in accordance with the provisions of the Hans. Program of Works and Specifications, General and Special Conditions or Bid Bulletins, if any, and supporting/related documents as required by 1 ting Rules and Regulations of Republic Act No. 9184 and are integrated herewise way of reference, namely:
NOW, THERE needs agree as follows. 1. The whole contents. Approved I contract, Supplemental 2016 Revised Implemental incorporated herein a. SP Ordinance	ORE, for and in consideration of the foregoing premises, the parties here works subject matter of this Agreement shall be completed with (
NOW, THERE sereby agree as follows. I. The whole Cocuments. Approved I Contract, Supplemental O16 Revised Implement a. SP Ordinance b. Certificate of	ORE, for and in consideration of the foregoing premises, the parties here works subject matter of this Agreement shall be completed with
NOW, THERE lereby agree as follows. I. The whole Cocuments, Approved I Contract, Supplemental O16 Revised Implement and incorporated herein b. Certificate of c. Scope/Progra	ORE, for and in consideration of the foregoing premises, the parties here works subject matter of this Agreement shall be completed with
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NOW, TRURE hereby agree as follows. I. The whole contract, Approved I contract, Supplemental to 16 Revised Implement a. SP Ordinance b. Certificate of c. Scope/Progra d. Plans and Sp c. Construction	ORE, for and in consideration of the foregoing premises, the parties here works subject matter of this Agreement shall be completed with
NOW, THERE sereby agree as follows. I. The whole contact, Approved I contact, Supplemental 2016 Revised Implemental incorporated herein a. SP Ordinance b. Certificate of c. Scope/Prograd. Plans and Spec. Construction f. Request for Eq. Bidding Doe bidder/s two	ORE, for and in consideration of the foregoing premises, the parties here works subject matter of this Agreement shall be completed with
NOW, TRURE hereby agree as follows. I. The whole Documents, Approved I Contract, Supplemental 2016 Revised Implement a. SP Ordinance b. Certificate of c. Scope/Progra d. Plans and Sp e. Construction f. Request for E g. Bidding Doe bidder/s two h. Bid Security	Works subject matter of this Agreement shall be completed with (
NOW, THERE hereby agree as follows. I. The whole Documents. Approved I Contract, Supplemental 2016 Revised Implement and incorporated herein b. Certificate of c. Scope/Progra d. Plans and Sp e. Construction f. Request for E g. Bidding Doc bidder/s two h. Bid Security i. Addenda and	ORE, for and in consideration of the foregoing premises, the parties here works subject matter of this Agreement shall be completed with
NOW, THERE nereby agree as follows. I. The whole Documents, Approved I Contract, Supplemental 2016 Revised Implement at SP Ordinance by Certificate of Cert	ORE, for and in consideration of the foregoing premises, the parties here works subject matter of this Agreement shall be completed with

- 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 Sundred Two Thousand Five Sundred Fifty (P_302,559,28 ne Feens and 28/100

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 moorporated 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;
- 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 imperformed 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 jojunes 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 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 respliced shall be





referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties bereto to agree in writing 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.

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CTITINGONO, RIZAL) S.S.

ANGONO, RIZAL

BEFORE MF, 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

1824-3114-284

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

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

Construction/Provision of sub cilities (ster, smithtion a lyslene) at hale on Juan Dem. coupl, 1985. To us, Ordens, within

WITNESS MY HAND AND SEAL this ______day of _PEC 17 2021 _ at RNGPNQ RIZM Capitol. Antipolo City.

Doc No. 377
Page No. 67
Book No. 3
Series 20 71

ATTY. ANNA MARIE L. SANTOS

NOTARY PUBLIC

NO RAPINE, BINDEGORD & CARDON
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
PTH No. 17-12-074 J January 3, 2022 (Rhas)
Reh et Attorneys No. 59250
BIP Lifetime Nember No. 616632 (Rizal)



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 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 Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Subay Elem. School, Brgv. Subay. Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A.

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

1.7001

LATIRO A DRIADAS



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINGIAL 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 comer P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangoron, its and herein represented by its Proprietor/President/General Manager, Laure 1 tile 9 of legal age, Filipino citizen, single/married, resident of Binangoron, izal , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Problemwigum Ordinance No. 351 # 2021 namely:
Construction/Provision of such Mudlities (Sater, Manitation & Hygiene) by Subsy, Saturn, Minch Subsy, Subsy, Caroon, Minch
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 November 15, 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Che Alllier the Lundred Leventy Che Thousand, Nine handred Lighteen Person and 52/100 (P. 1,171,918,52), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within

See Hilliam One Hundred Seventy Das Thousand hime Sundred Highteen Fusps and (P 1.171.918.52). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

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

8

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Fifty One Thousand Five Hundred - vary Fise Jesus and 56/400 (P 351,575,56)

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 meorporated herewith, in accordance with the Bidding Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Aci 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 resetted or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."



- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE,
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12 The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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/outdertaking 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.

Kit Ubisdes Construction Corp.
Entity/Firm/Corporation

By:
By:

Lauro N. Ubisdes
Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNARES
Governor

WITNESSES

MA. VICTORIANS, TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PUBLIPPINES)

(S.S.

BEFORE ME, a Notary Public for and an Grand Par Zersonally appeared the following

Name/Entity Valid ID Presented Date Place

HON, REBECCA A. YNARES Passport No. (28239281A August 5, 2028 Marila

Lauro No. Ubiledan (82.344.286)

All known to me and to me known to be the some 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 address telegoment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for.

Construction/Provision of Wash Familities (Water, Semitation & Hygiene) at Subay Bles. School, Brgy. Subay, Cardona, Rizal

and a	These and and method of on	anomal mana
Doc No	ESS MY HAND AND SEAL this	ATTY ANNA MARIE L. SANTOS ATTY ANNA MARIE L. SANTOS FOR RESONANCE OF PIZZE For RESONANCE OF PIZZE NOTARY PUBLIC STREET NO. (4-06) PTR NO. (7772) Sizes Religion Member No. (4-06) BP Lifetini, Member No. (16632 Fr. MCLR Compliance we VI-000786 Valier until Agen 17, 2022



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 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 UBIADAN CONSTRUCTION CORP.—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hyglene) at Tadiak Elem. School, Brgy. Looc, Cardona. Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder:

1 30 M

AURO A. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

CONTRACTOR, WITNESSETH, That,

This AGREEMENT made and cotered into by and between:

The PROVINCIAL GOVERNM existing under Republic Act No. 7166 Circumferential Road corner P. Oliveros its GOVERNOR, HON, REBECCA A.), with seat of govern St., Brgy, San Roque, a	Antipolo City, represented in this act by
organized and existing under the laws of and office address at 11.0000	the Republic of the Phil	proprietorship/private corporation, duly lippines, with principal place of business and berein represented by its
Proprietor/President/General Manager, citizen, single/married, resident of	Laure N. Ubiadas	of legal age, Filipino

WHEREAS, the PROVINCE declares that certain	infrastructure	works should be	constructed in
pursuant of the Sangganiang Pantalawigan Ordinance No.	35, 0. B	54	namely:

Construction/Provision of Wash Facilities (Nator, Sanitation & Hygiene) at Poulsk Slove School, Brgy. Loss Cardons, Miral

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 hovember 15, 201 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the willing the first transport to the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the first transport to the first transport transport to the first transport to the first transport transport to the first transport transport transport transport transport transport transport to the first transport tran

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

- - a. SP Ordinance No. 35, 8, 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - 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 bereby covenants to pay the CONTRACTOR the amount of PESOS Con Million Three Hundred Twenty Might Thousand in Hundred in the construction and Theorem (P 1,328,608,76), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

- 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 prested the required performance security of PESOS Three Rundred Ninety Eight Thousand Pive Hundred Eighty Two Pesos and 63/100 (P 398,582.63)

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, bours 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 linkustry 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 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 BEC 17 2021

ANGONO, RIZAL

Entity/Firm/Corporation

By:

Lauro & Ibiadae

Proprietor/Manager/President

WITNESSES

LOLITAB. DE GUZMAN

MA. VICTORIAB, TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC	OF THE	PHILIPPINES) 1 S.S.
ANGONGLO	CHY	18.8

BEFORE ME, a Notary Public for and Interior City Personally appeared the following

Name/Entity Valid ID Presented Date Place

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

Luce & Ubladas ONA-10-659

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/Frevious	of all vicilities	fater, emitation,	Y: 164:
st Tadlak Clem. School, Ergy.	Lood, rich , in	:1	

WITNESS MY HAND AND SEAU this	day of Dec., 1-2021 at Rizal Proving
Capito Antipolo Cife 17	- ml
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Doc No. 76

Page No. 65

Book No 2

Senes 20 36

WELE Compliance (kp. VI-000745)



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 2021.

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

Dear Mr. Anore:

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

Repair/Repainting of 2-Storey Multi-Purpose Building (Brgy, Hall) at Brgy, Calahan, 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,

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

CONTRACT AGREEMENT (O

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 scat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binsagonen, sized, and lettern represented by its Proprietor/President/General Manager. **ringo = nore , of legal age, Filipine citizen, single/married, resident of Binsagonen, Risal , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntung Panlalawigan Ordinance No. 21, 5, 2021 namely:
Repair/Repainting of 2 storey Multipurpose Building (Brgy. Hall) at Brgy. Calahan, Cardona, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last November 15, 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the hid documents, approved plans, program of works and specification in consideration of the amount of The Hundred Construction (P 285, 524, 20), Philippine Currency. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
1. The whole works subject matter of this Agreement shall be completed within Twenty Two (22) calcular 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 Bullotins, 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. 21, 4, 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
 e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

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

latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of

Two Hundred Eighty Pive Thousand Pive Fundred Tventy (no Penos and 20/100 (P 2/2 (22) 2)). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

manner prescribed by the Contract and specified in the Rid and as agreed upon by the Contractor;

this Agreement in conformity with the province of the Contract;

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 PESOSSighty Five Thousand Six Hundred Fifty Six (P85,656,36

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 inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restriction shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on 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 cionulative amount of liquidated damaged reaches ten percent (18%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses. of action and remedies available under the circumstances."



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





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 $\{t\}$ 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.

day of

MCLE Compliance No.VI-0007891 Valid until April 14, 2022

IN WITNESS WHEREOF, the	parties have hereunto signed	I this Agreement thi	s day o
Entity/Firm/Corporation	RIZAL PR	OVINCIAL GOVE	RNMENT
ву-	Ву:	3	
Oringe C. Apore	RE	BECCA A. YNAB	IES
Proprietor/Manager/President		Governor	<i>V</i>
/2/	WITNESSES	222	
LOLITA B. DE GUZMAN	y	IA. VICTORIAB.	ТЕЈАВА
NOTA	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) S.S.			
BI-FORF MF, a Notary Public	for and ANGIONOCRUZA	onally appeared the	c following
Name/Entity	Valid ID Presented	Dare	Place
HON, REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
Oringe C nore	253=374=101		

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 présent.

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

Pepair/Repainting of 2 storey Fultiqueness Suilding (Brgy. Fall) at Srgy. Celaham, Cardona, Rival

WY T	
Capitol Stripelo City L ZAL Doc No	day of DEC 13 7001, at Rizal Provincial ATTY ANNIA MARIE L. SAINTUS NOTARY PUBLIC for Angene, Amengonan & Carcona all in the PROVINCE OF RIZAL NOTARY RUBBIGMER 31 2021 Adm. Matter No. 19-200 PTR NO. 1
	The File and Control of the Control



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 December, 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

Repair/Repainting of Ynares School Bldgs, at Sipsipin Elem. School, Brgy. Sipsipin, Jalajaia, 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,

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

SIDNEY, B. SORIANO

CONTRACT AGREEMENT.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippin	ietorship/private corporation, duly es, with principal place of business
and office address at horses. Risal and Proprietor/President/General Manager. Fidney original	 herein represented by its of legal age, Filipino
citizen, single/married, resident offorenhizel_ CONTRACTOR WITNESSETH, That,	, hereinafter referred to as the
WHEREAS, the PROVINCE declares that certain infrastructo	me works should be constructed in

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggumang Panlalawigan Ordinance No. 10. 5. 2021namely

Remin/Repainting of Theres School Hidgs, at Sipsipin Slem, School, Mr.y. Mairin, Jalujala, Rizel

WHEREAS, the CONTRACTOR, wantanting 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 November 15, 2021 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million even nundred seventy Two Thousand Two Hundred Flavor Pasos and 01/100 (P 3,772,211.01), Philippine Currency.

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

- - SP Ordinance No. 44 85 3 65 30 10 20 11
 - 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
 - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) hidding cavelopes
 - 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 infrustructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Three Million Seven Hundred Seventy Two Thousand Two Hundred Seven Leson

 and 61/100 (P 3,772,211.01), Philippine
 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>One 1111ion One Hundred Thirty One Thousand</u>

 six Hundred Sixty Three Pesos and 50/100 (P 1,137,663.30)

 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 hisresponsibilities 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 haplementing 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 figuridated 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 inquidated 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 cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resetted 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, workinen'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 their 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 PROVENCE 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 pertineut 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:

S.B. SCHIANO CONSTRUCTION

Entity/Firm/Corporation

By

REBECCA A. YNARES

RIZAL PROVINCIAL GOVERNMENT.

Proprietor/Manager/President

WITNESSES

LOLITA'B. DE GUZMAN

ma. victoria b. tejada

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHICIPPINES) ANTIPOLO CITY (18080, RIZAL) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Sidney Soriano

223-687-269

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

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

Repeir/Repeinting of Ynares School Bldgs at Sipsipin Elem. School, Brgy. Sipsipin, Jelajala, Risal

WITNESS MY HAND AND SEAL thus _____day of __BEC 17 2021 _ at Rizar Provincial*
Capatol, Antipolo City.

Doc No 343

Page No. 246

Book No. 3

Series 20 21

NOTARY PUBLIC
NOTARY JAMES NOTARY NOT



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 2021

MR. JUAN PAOLO MIGUEL E. MANUAPET L. HUSEBIO ACH DEVELOPMENT CORP. Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP.—that work may proceed on the Const. of Stone Masonry for Slope Protection of Creek at J Luna St., Brgy, Lubo, Jalajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder

JUAN PAOLO MIGUEL É. MANLAPIT

CONTRACT AGREEMENT 12.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Phi	proprietorship/private corporation, duly dippines, with principal place of business
and office address at Paoig City Proprietor/President/General Manager, Juan Paulo Riguel	and herein represented by its
citizen, single/married, resident of Passig City CONTRACTOR, WITNESSETH That,	, hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 35. 2021 namely:

Const. of Stone Masonry for Slope Protection of Greek at J. Luna St., Brgy. Lubo, Jalajala, Rigal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last hounder 15, 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of him had a first thousand him hundred that the page 100 (P 5,650,938-61), Phillippine Currency.

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

- - a. SP Ordinance No. 35, s. 2021
 - b. Certificate of Availability of Funds
 - Scope Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Provided Six Rendred Fifty Thousand Rine Hundred Thirty Fight Pesos and

 81/100 (P 5.650.938.61), Philippine

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

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

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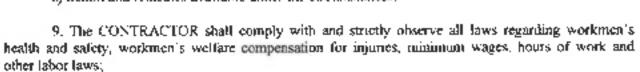
5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Cae Hillion Six Hundred Binety Five Thousand Two hundred Eighty (no Fesos and 64/100 (P 1,595,281,64)

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

- 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 commin 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."



- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE:
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

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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 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 WITEREOF, the partie	s have hereumo signed this Agreement this day
L. Eusebie Ace Development Corp. Entity/Firm/Corporation	RIZAL PROVINCIAL GOVERNMENT
Ву:	By:
Juan Paulo Higuel F. Manlapit	REBECCA A. YNARES
Proprietor/Manager/President	Governor
USL.	WITNESSES
LOLITA B. DE GUZMAN	MA. VICTORIA B. TEJADA
NOTARIAI	ACKNOWLEDGMENT
REPUBLIC OF THE PHILIPPINES) ANGONO, RIZA: (S.S.	
	4 - 2 - 10 - 10 - 10 - 10 - 10 - 10 - 10

BEFORE ME, a Notary Public for and proposition of the socially appeared the following

Passport No. P8239281A

Valid ID Presented Date Phase Name/Entity

Juan Paulo Miguel F. Manlapit 000-159-917

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:

Const. of Stone Masonry for Slope Protection of Creek at J. Luna St., Brgy. Lubo, Jalajala, Rizal

WITNESS MY HAND AND SEAL this	duy of DEC 17 2021 , at Rizal Provincial
Capito AND SEAL this	ATTY ANNO MARIE I SO

716 Doc No. Page No. Book No.

Series 20 2/

HON. REBECCA A. YNARES

(NTOS NO TARY PUBLIC for Angono, Binangonan & Cardona NOTAN DECEMBER 31.24 Adm. Matter No. 14:006.

Marrilla

August 5, 2028

PTR NO. LTP1196: Rizal Roll of Attorneys No 69250 IBP Lifetime Member No 016632 /Riza-MCLE Compliance No.VI-0007883



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 Docember, 2021

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP.—that work may proceed on the Construction of Stone Mosonry for Stope Protection (portion) of creek at M. Bellin Jr. Street (Upper Mapacla). Brgy. Special District, Jalajata, 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,

Governor Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

12.34.74

JUAN PAOLO MIGUEL E. MANLAPIT

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

L. Susebie Ace Development Corp. , a se	ule proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the	Philippines, with principal place of business
and office uddress as resignity	and herein represented by its
Proprietor/President/General Manager, Juan Paulo Histo	uel F. Manlapit of legal age, Filipino
citizen, single/married, resident of last, bity	hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain in pursuant of the Sangguniang Panlalusugan Ordinance No.	nfrastructure works should be constructed in 55, 8, 2021 namely:
Discontroction of Stone Masonry for Slope of Ma Ballin dr. Street (Upper Masola), Bray Band	rotection (portion) of creek pecial District, Jalajala,

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said intrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last November 15, 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Nine Eillion Four Sundred Twenty Sight Thousand Five made of Five Power and 28/100 (P 9.428,585.28), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within https://doi.org/160/) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract. Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 35, a. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - £ Request for Expression of Interest
 - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes

⇜

- h. Bid Security
- i Addenda and Supplemental Bulletin
- J. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract:
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 The Province Fundament Theory of the Person (P. 9.428, 485.28), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

18

- 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 Killian Sight Hundred Twenty Sight Thousand (P. 2,828,575.58 Five Hundred Seventy Five Pesos and 58/100

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 danuages 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;
- In this words and expressions shall have the same meanings as respectively assigned to them. in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR. and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the 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 herewino signed this Agreement this

at AMGGNOWNIZAL

L. Bucchie Ace Development orp.

Entity/Firm/Corporation

By:

By:

By:

REBECCA A. YNARES

Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANGONO RIZAY S.S.

HEFORE ME, a Notary Public for and in the control of the following

Name/Entity Valid ID Presented Date Place

BON REBECCA A YNARES Passport No P8239281A August 5, 2028 Manila

Juan Paulo Miguel F. Hanlapit 000-159-919

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

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

Construction of Stone Masonry for Clope Protection (portion) of creek at M. Bellin Jr. Street (Upper Mapsels), Brgy. Special District, Jalajaka, Risel

WITNESS MY HAND AND SEAL this	day of DFC 1/ 2021 st Rizal Provincial
Capatol ANGONO PRIZAL	- The
	ATTY, ANNA MARIE L.
Doc No. 3/C	NOTARY PURIT

Doe No. 316
Page No 54
Book No. 3
Series 20 21

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
allin the BROWNCE OF RIZAL
NOTARINI Decamber 31, 21/
Adm. Matter No. 144/
PTR NO. 165/77/ Rizal
Roll of Attorneys No 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No.VI-0007883
Valid until April 14 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 2021.

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. FUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Const. of Stone Masurry for Slope Protection(portion)of creek at Purok 1, Brgs. Bayugo, Jalajalo, 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 truty yours,

Lacknowledge receipt of this Notice onto

Authorized Signature

Name of the Representative of the Bidder:

2.7071

JUAN PAOLO MIGUEL E. MANLAPET

CONTRACT AGREEMENT 1.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and cultured into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Facily City, and herein represented by its Proprietor/President/General Manager, Juan Foulo Highelf, hereinafter referred to as the CONTRACTOR, WITNESSETTL That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggumang Panlalawigan Ordinance No. 35 . 2021 namely.

Construction of Stone Masonry for Slove Protection (portion) of sreek at Furck I, Ergye Mayoro, Jalajalm, Nizel

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 **November 1**, 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 **Constitution Six Standard Pifty Five Thousand Constitution of the amount of Constitution Six Standard Pifty Five Thousand Constitution of the amount of Constitution Six Standard Pifty Five Thousand Constitution Six Feed and 02/100 (P 1,655, 136.02), Philippine Currency.**

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

- 1. The whole works subject matter of this Agreement shall be completed within the Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 33₁ e₁ 2024
 - b. Certificate of Availability of Funds.
 - c. Scope/Program of Work and Detailed Estimate
 - d Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding cuvelopes
 - h. Bid Security
 - i. Addends and Supplemental Bulletin.
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS one Million Six Hundred Fifty Five Thousand One Hundred Thirty Six Pesos and

O2/100 (P_1,555,136,02), Pl"
Currency, in consideration of the construction and only upon completion of the infrastructure unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

18

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Ninety Six Thousand Five Hundred

Forty Pegos and 81/100 (P 496,540,81 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papersylocuments 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 Art No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

Spetion 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 domages 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 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 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 heremaster 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

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 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.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ at ANGONO PUZAL L. Bucebio de Development Vorp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Juan Baulo Miguel F. Memlapit Proprietor/Manager/President WITNESSES LOLITA B. BE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANGONO, PUZAL

BEFORE ME, a Notary Public for and in Antigota City, nationally appeared the following

Name/Entity Vulid ID Presented Date Phase

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028 Manila.

Juan Paulo Miguel F. Manlapit 000-159-917

All known to me and to me known to be the same person/s who excepted 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 useluding 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

Genstruction of Stone Masonry for Slope Protection (portion) of areek at Purok I. Brgy. Bayugo, Jelajala, kizal

WITNESS MY HAND AND SEAL this _____ day of LEV 1.

Capitel, ANGONOVRIZAL

Doc No. Page No. Book No. Senses 20 U .

at Rizal Provincial ATTY ANNA MARIE L. SANTOS

NOTARY PUBLIC for Angono, Ginangenan & Cardona all in the PROVINCE OF RIZAL NOTABALIP DESCRIBER 31. 201

Adm. Matter No. 79 Roll of Attorneys No. 69250 /BP Lifetime Member No. 016632 /Rizo/ MCLE Compliance No.VI-0007863

Valid until April 14 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 2021

MR. JAMES G. NORA J.G. NORA BUILDERS Morong, Rizal

Dear Mr. Nora:

The attached Contract Agreement having been approved, notice is hereby given to J.G. NORA BUILDERS—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene)

at Jalojala Elem. School. Brgv. Special District, Jalojala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

2. 30.71

AMES G. NORA

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and cutered 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 Car	aitoL
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this at	
its GOVERNOR, HON, HEBECCA A. YNARES, herein referred to as the PROVENCE; and	,

J.G. Nora Builders		a sole pr	oppiet	orship/priv	ate corp	oration	, duly
organized and existing under the laws of a	he Republic of	f the Philip	pines,	with princ	ipal plac	e of bu	siness
and office address at Moreng	Rigal			herein i			
Proprietor/President/General Manager,	James G.	Noza.		, of	legal :	age, Fi	hpino
citizen, single/married, resident of	Morong, Ri	sal		bereinafler	r referre	d to a	s the
CONTRACTOR, WITNESSETH, That,			- 55			-	2

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sungguniang Panlalawigan Ordinance No. 35. 8. 2021 namety:

Construction/Provision of Wash Facilities (Water, Senitation & Hygiene) at Jalejala Elem. School, Brgy. Special District, Jalajala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last November 15, 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Control Million Thirty Four Thousand Three Bundred Thirty Three Peace and 65/100 (P 1,034, 353,65), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Seventy Pive 75 extender days, in accordance with the provisions of the Bid Documents, Approved Plans. Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. 35, a. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Hulletin.
 -). Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract,
- 3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS One Million Thirty Four Thousand Three Hundred Thirty Three Pesos and 65/100

 (P. 4 074 277 68) Philippine

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



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Ten Thousand Three Hundred Pesos and 09/100 (P 310,300.09 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
- 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 canadative 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 in 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.
- 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 ansing 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

shall be applied in this Agreement:

the Bidding Documents;

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this IEC 17 2024y of at Antipolo City.

J.G. Nora Builders
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

James G. Hora

Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor

WITNESSES

ECELTA B. DE GUZHAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY MOONO, RIZALS.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

James G. Nora

112-111-548

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 set and deed as well as the entity that they respectively present.

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

Construction/Provision of Wash Facilities (Water, Sanitation & Rygiene) as Januaria School, Brgy. Special District, Jaluaria, Prisal

WITNESS MY HAND AND SEAL HOEC 17 202 day of _____

, at Rizal Provincial Capitol.

Antipole City

Doc No. 344

Page No. 69
Book No. 2

NOTARY P. LIC NOTARY P. LIC NOTARY Angency Singular S. Cardona in the PROVINCE OF RIZAL Extended until June 30, 2022 (by virtue of S.M. 3795, September 28, 202

Adm. Metter 19-006
PTR No. 17132074 / January 3, 2022 / Rizal
Roll of Attorneys No. 69250
ISP Lifetime Member No. 016632 / Rizal
MCLE Compilance No. VI-0007883



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 2021.

MR. ALEX A. SUELILA
A. SUIELILA CONSTRUCTION
Morong, Rizal

Dear Mr. Suelila:

The attached Contract Agreement having been approved, notice is hereby given to A. SUELILA CONSTRUCTION—that work may proceed on the Construction of 3-Storey, 6-Rooms Ynares School Building at Maybancal Elementary School, Brgv. Maybancal, 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

ALEX A. SUELILA

Very truly yours,

Governor 7

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder:

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and catered into by and between:

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

organized and existing under the laws of the Republic of the Phillips	pines,	
Proprietor/President/General Manager, lex melila	வரி	lectein represented by its of legal age, Filipino
citizen, single/married, resident of Horong, Mizel CONTRACTOR, WITNESSETH, That,	_,	hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggunung Panlalawigan Ordinance No. 2253 200 104 5. 2021 namely:

Construction of 5 storey, 6 rooms Ynares School Building at May beneal blem. School, Brgy. Maybancel, Morong, Mighl

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 **November 15**, 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of **Trenty Two Hillien** Seven Fundance Rinety Six Thomas and Care Hundred Six Posce and 34/100 (P. 22,736,406,34), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Two Hundred Thirty (230) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely.
 - a. SP Ordinance No. RPSB Res. 10, 4, 10.1
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Security
 - i. Addenda and Supplemental Bulletin
 - 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;
- J. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

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

 (P_22.796.106.34_). Philippine
 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

 \mathcal{A}

1

- 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 81 Million Eight Hundred Thirty Eight Thousand Eight Hundred Thirty One Fesce and 90/100 (P 6.838.831.90)

 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 meorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodted in the General Accounting Auditing Manual (GAAM), unless otherwise meansistent 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, triminum 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-EMPLOYER RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement:
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR habte 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.

A. Passile Construction	RIZAT, PI	ROVINCIAL GOVERNMENT
Entity/Firm/Corporation		
(1)		
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The State		PRESS. A VALABLE
Proprietor/Managar/Proprietors	K	EBECCA A. YNARES
Proprietor/Manager/President		Governor
10 1	WITNESSES	
184		<i>C</i> .
LOLITAB. DE GUZMAN		MA. VICTORIX B. TEJADA

ANGOLO PIZAT THE PHILIP	PINES) S.\$
- ANTIFOLO CITT	9.0.0

BEFORE ME, a Notary Public for and in Military & Company appeared the following

Name/Entity Valid ID Presented Date Place

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

41ex Sue112 922=922=240

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

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

Construction of 3 storey, 6 recome Trains Stated Swilliams at emphasical Sementary School, Brgy. Maybancal, Service, Mizel

Doc No 324
Page No 26
Book No 3
Series 20 21

ATT ANNAMARIE L. SANTOS
NOTARY PUBLIC
for Angoho, Briangower & Cardona
all in the PROVINCE OF RIZAL
NOTARY PUBLIC cember 31,2021
Adm. Matter No.13-200
PTR NO.52-544 Rizal
Roll of Atterneys No. 69250
18P Lifetime Member No. 016632 (Riza-

MCLE Compliance No.VI-0007885 Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 2021

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORPORATION that work may proceed on the Construction of 4-Storey, 12-Rooms Ynares School Ridg, at Morong National High School, Brgv. San Juan, Morong, Rizal effective on the day you received this Notice to Proceed

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

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

FERNANDO I

Very truly yours,

Governor /

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

11/15/2021 # 17

CONTRACT AGREEMENT 13

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REHEXICA A. VNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangouan, sizal and herein represented by its Proprietor/President/General Manager, Ferrando Arada of legal age, Filipino citizen, single/married, resident of Bizaangonan, High hereinafter referred to as the CONFRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. R. 55 Res. No. 10. 6. 2021 namely:
Construction of 4 storey, 12 rooms Ynures Echool Sldg, at Korong Dational High School, Srgy. San Juan, Morong, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last November 15, 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Forty Six Hillion Cive Eundred evooty Thousand (P 46, 70,090,46), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Tiree Hundred Pifty (350) 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
a. SP Ordinance No. PB Res. No. 10, s. 1021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
Addenda and Supplemental Bulletin Notice of Award of Contract and the Contractor's Conformity thereto
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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

(P 46, 579,050,46). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

Forty Sin Hillion Sive Kundred Seventy Planner

- 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 Thirteen Million Nine Hundred Ceventy One pusend Twenty Seven Pesos and 1-/100 (P 13.971.027.14 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 majorained 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 urder 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 Acr 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.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/Fresident

WITNESSES

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNARES

Governor

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOGITY IS.S.

LOLITA B DE GUZMAN

BEFORE ME, a Notary Public for and Common Riversonally appeared the following

Name/Entity Valid ID Presented Date Place

HOM RESECCA A YNARES Passport No. P8239281A August 5, 2028 Manila

Fernando Arada

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 4 storey, 12 room: Ymares school Bldg. at Morong N tional Mign school, Sags. San Juan, Moron , 1921

WITNESS MY HAND AND SEAL this day of Rizal Provincial Capitol,

Alancepho City 177.

Due No 320
Page No. 65
Rook No. 3
Series 20 34

PTRING MOTOR Rizal
Report At Normal No. 05234
SP Enfatrms exercisor At 045032 iff au
WOLZ Georgia and incl. 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 2021

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Repair/Repainting of Ynares School Hidgs, at Niogan Elem. School, Brgs. Niogan. Pillita, 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,

REBECUA A. YNARE Governor

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder. The same of the sa

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
Takeler Construction and Supplies , 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 ut
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggunuang Panialawigan Ordinance No. RPSB Ros. No. 10, s. 202 namely;
Repair/R painting of Theres School Bldgs, at Niogen Elem. School Brgy. Niogen. Pililla, Risal
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
The whole works subject matter of this Agreement shall be completed within Ninety (90) calendar days, in accordance with the provisions of the Bio 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. RPSB Res. No. 10, e. 2021 b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest
 g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding cavelopes h. Bid Security
Addenda and Supplemental Bulletin Defice of Award of Contract and the Contractor's Conformity thereto
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of

Three Million Six Hundred Twenty Two Thousand One Hundred Namety One Fesos Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

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

this Agreement in conformity with the province of the Contract;

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;

18

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS the Million Stability Six Thomas is significant for the faithful compliance with his obligations under this

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 with

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the 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



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 $|\zeta|$ to resort to other alternative modes of disputes resolution.

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

Jurisdiction over civil cases or 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	ipolo City.		thisday of	
Teledar Mongary, item and the	oliss RIZA	AL PROVINCIAL GOV	ERNMENT	
Entity/Firm/Corporation		~		
		A		
By.	By:	()		
of n divers		REBECCA A. YNA	DES	
Proprietor/Manager/President	Governor			
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/w .	WITNESSES	18		
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LOLITA B. DE GEZMAN		MA. VICTORIA I	S. I EJADA	
NOTA	ARIAL ACKNOWLE	DGMENT		
REPUBLIC OF THE PHILIPPINES) ANTIPOLO WISONO, RIZAL (1) S.S.				
BEFORE ME, a Notary Public	for and in Antipolo Ci	RY personally appeared	the following	
Name/Entity	Valid ID Presentor	d Date	Place	
HON REBECCA A. YNARES	Passport No. 19823928	August 5, 2028	Manila	
Is in B. Enr	A28-016-900	_		
All known to me and to me know acknowledgment that the same is their figuresent.	wn to be the same person ree voluntary act and de-	n's who executed the fore end as well as the entity (going instrument and that they respectively	
This instrument, consisting of whiten and has been signed by the partie				
Propertion of Properties	Parent orleand disc.	ste at Njome Slet	. 0.001	
WITNESS MY HAND AND SI Capitol, Antipolo City.	EAL thusday	of [C] . I had at Ri	MIGONOPRIZAL	

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Doc No. Page No. Book No. Series 20 34



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 December, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Construction of Covered Pathwalk Malaya Flem. School, Brgy. Malaya, Pititla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor -

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder

RENADÚYC. VILLAROMAN

KNOW ALE MEN BY THESE PRESENTS:

This ACREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
Lard Builders a sale proprietorship/private composition duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntung Panlalawagan Ordinance No
Desertionation of Covered Pointsik helays Class School, bryy, Kelaya, Fililia, Siral
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last November 1 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the tollowing standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the Hillian in the bid documents. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within (_\phi_0_) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 14 St. 16 % No. 15. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning





h. Bid Security
 i. Addenda and Supplemental Bulletin

bidder/s two (2) bidding envelopes

this Agreement in conformity with the province of the Contract;

- j Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 One 1413 for the first read seventy the Thomsond One fundred lighty four and 08/100

 (P 1.676.184.08), Philippine

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Two Thousand Sight Hundred Fifty Five Pesos and 22/100 (P 502,855,22)

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;

- 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 figurdated 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 workinen's health and safety, workinen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be





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

Without prejudice to administrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any intwarranted 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, O	he parties have bereunto sign ntipolo City	ned this Agreement thi	is day of
Entity/Firm/Corporation	RIZAL F	ROVINCIAL GOVE	RNMENT
Ву:	Ву:		
Proprietor/Manager/President	ı	REBECCA A. YNAR Governor	ES
LOLITA B. DE GUZMA	WITNESSES	MA. VICTORIA B	TEJADA
No	TARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES; ANGONO PAZAITY) S.S.			
BEFORE ME, a Notary Publ	tic for and in ANTIPONS ITY	personally appeared the	ofollowing
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A, YNARES	Passport No P8239281A	August 5, 2028	Mapila
Senate Billoresen	119-041-145		

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 Covered Pathwall Palayan List, Stabul, Proy. Williams . ililla Manh at Rizal Provincial Capitol.
ATTY ANNA MARIE L. SANTOS
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL WITNESS MY HAND AND SEAL this day of DEC 17 AMOURIOCK ZAL

Doc No.

Page No. Book No. Series 20 al NOTARY PUBLIC COMMON OF RIZAL

NOTARY PUBLIC COMMON OF RIZAL

Adm Vietter No. 17-00

PTR NO. 17-MCLE Compliance No.VI-0007883 Valid until April 14 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 December, 2021.

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to **EAKALER CONSTRUCTION AND SUPPLIES** that work may proceed on the *Improvement of Ynares Multi-Purpose Covered Court at Malaya Elem. Sch., Brgv. Malaya, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor 5

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

EDWIND RIVERA

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	d and
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Ca	pitol.
Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this a	ca liv
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and	/

organi	ized and existing un office address ctor/President/Gene	der the laws i	of the Republic o	of the Philippine	norship/private con s, with principal pla herein represen	ce of basiness
Citizer	etor/President/Gene v, single/married, r FRACTOR, WITN	esident of	norms, san	al ,	hereinafter referre	age. Filipino ed to as the
bine en e	WHEREAS, the I	ROVINCE on Panlalaw	declares that centigen Ordinance I	ain infrastructur Vo. RESE Reso.	c works should be • No• 10, s• 20	constructed in Shamely:
	Ingrestment	of Inoree.	Rilijyarpone Dilille, Bja	Deverad Cour	rt at Helaya El	er.

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 have the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the amo

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

- 1. The whole works subject matter of this Agreement shall be completed within him. (95) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. RFSB Res. 12 H. W. 11
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - c. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental 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 coverants to pay the CONTRACTOR the amount of PESON Three hillion Ninety Bight Thousand Four Hundred Ten Fence and 97/100

 (P * 0.72 ...10 ...?). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

166

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Since the first two two time thousand rive theoretically free tests and 11/400. (P. 1995). 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
- 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 partial for every day of delay. (Ince 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 sostained 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

the Bidding Documents;

100

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/andertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9181, 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 bereunto signe ipolo City.	d this Agreement the	15 day of
Valenter Construction and >	u 1100 RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By:	Ву	8	
a 3 Sivere	R	EBECCA A. YNAB	ES
Proprietor/Manager/President		Governor	/
/86	WITNESSES	8	-
LOLITA B. DE GUZMAN	2	MA. VICTORIA B.	TEJADA
/		Y	
NOT/	ARJAL ACKNOWLEDGN	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIANGONO, RIZAL.) S.S.		*	
BEFORE ME, a Notary Public	for and in AMISSISSERYAL	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
BON, REBECCA A YNARES	Pasaport No. P8239281A	August 5, 2028	Маріва
- Edvin B. Rivers	428-01500		
All known to me and to me know acknowledgment that the same is their to present.	wn to be the same person/s wi free voluntary act and deed at	he executed the forego s well as the cutity th	oing instrument and at they respectively
This instrument, consisting of written and has been signed by the partie	three (3) pages including the is hereto in each and every pa	is page wherein this is ge hereof, refers to the	acknowledgment is a Agréement for
/ lagrovement of Years Try, Palaya, Fililla, R	ee Eultipurpose Cover incl	ed Jourt of Male	aya Eleme Johool,
WITNESS MY HAND AND SI Capitol, Antipolo City	EAL thisday of _	DEC , 7 2021 , at RA	le ong invent
Doc No 233		ATTY ANN	A WADIE L. SANTOS
Page No.		4	104
Book No 7		NOTARY PI	MI WALL JUNE 30, 2022
Series 20_2/.		(by virtue of B.a	M. 3 °95, 5⊕ptrenteri 20. 2021 m. Maire i 19-0u&
		IBP Usestine	2 ⁴ 4 January 3, 2012 (A ₁₂₄) Attorneys No. 69250 Vember No. 015632 (Gab) phanto No. V Hüyü 1883



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 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 Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Macaingulan National High School, Brgy. Puray. 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. YNABES

I acknowledge receipt of this Notice on:

12 20 1

Authorized Signature:

Name of the Representative of the Bidder.

CARLØ\$\\$.\GERONIMO

KNOW ALE, MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at herein represented by its Proprietor/President/General Manager. citizen, single/married, resident of Robridge Manager hereins and herein represented by its CONTRACTOR. WITNESSETH, That
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Undinance No. 35, 6, 2021 namely:
Construction/Procession of West Forvillies (Water, Canitation & Sygiene) at Monatogalan S, trood High Sabsol, Brgy, Furny, Podriquez, 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 hovember to the above said infrastructure works strictly in accordance with the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the am
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows
1 The whole works subject matter of this Agreement shall be completed within (
a. SP Ordinance No. 15 4 4 2021 b. Certificate of Availability of Funds c Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning

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

bidder/s two (2) bidding envelopes

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Two Hundred Sixty One Thousand Two Hungred Nineteen Pesos and 85/100 (P 1,261,219,85). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Eundred Seventy Eight Thousand Three Hundred Sixty Five Pesos and 95/100 (P 378, 365, 95)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this

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;
- 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 imperformed 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 Emity may reseived 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

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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 2to resort to other alternative modes of disputes resolution.

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

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

Dan Hometriction Corp.	RIZAL PH	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
sy: geogn	Ву:	8	
Coffee Seronima	R	EBECCA A. YNAR	ES
Proprietor/Manager/President		Ciovernor	
10.	WITNESSES	0/	
LOLITA B. DE GUZMA	N S	IA. VICTORIA B.	TEJADA
NO	FARIAL ACKNOWLEDGE	IENT	
EPUBLIC OF THE PHILIPPINES)	i -		
VECNO POZX.			
BEFORE ME, a Notary Publ	c for and an Antipolo City, pe	rsonally appeared the	c following
	ic for and an Antipole City, pe		
Name/Entity	Valid ID Presented	Date	Place
ION, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Carlon Geromano	009-012-713		

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.

Co at Vagai	natruction/Provision of Lash Pac Lin Pation 1 Figh School, Br	ilition (Witer, Ruditation & Hygiens) y. Fur y. Rodrigues, Rizal	
Doc No Page No. Book No. Series 20 2	347 37	day of DEC 1 . 2021 at Rizal Provincial Capitol. ATTY: ANNA MARIE L. SANTO NOTARY PUBLIC for Angono, Binangonan & Cardon all in the PROVINCE OF RIZAL NOTARY PUBLIC camber 31 4021 Adm. Matter No. 19 - 600 PTR NOTARY PUBLIC camber No. 19 - 600 PTR NOTARY PUBLIC	10



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 December, 2021.

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) and Improvement of Ynates Multi-Purpose Covered Court at Brgv. San Rafael and Brgv. San Jose, 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,

8

REBECCA A. YNARES Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

12 54-3434

RENATO'C. VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

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

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordinance No.35. 8. 2021/POF 23. 8. 2021amely:

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) and Improvement of Ynares Hultipurpose Covered Court &t Brgy. San Rafael and Brgy. San Jose, Rodrignez, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **November 15, 2021**, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Nine Hundred Fifty Nine Thomsand Seven Rundred Twenty One Pessos and 85/100 (P 1,959,721.85), 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 shall be completed within Bighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans. Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance Nu 35, s. 2021/PO # 23, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletin.
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Hillion Nine Hundred Fifty Nine Thousand Seven Hundred Twenty One Pesos and 85/100 (P__1,959,721.85_), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Rundred Eighty Seven Thousand Nine Hundred Sixteen Pesos and 55/100 (P 587, 916.55)

 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 Fuilures" 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 Emity 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 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 injunes 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.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this EC 17 20th of at Antipolo City...

Lard Builders RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By. By: Renato Villarouan REBECCA A. YNARES Proprietor/Manager/President Governor, WITNESSES B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIT (NGONO, RIZAL) S.S.

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

Valid ID Presented Place Name/Entity Date HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manala 119-041-448 Renato Villaroman

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

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

Construction/Provision of Vanh Facilities (Water, Sanitation & Hygiene) and Improvement of Ynares Multipurpose Covered Court at brgy. San Rafael and San Jose, Rodrigues, Risal WITNESS MY HAND AND SEAL this at RizaNGONO RIZAL day of Capitol, Antipolo City, DEC 17 2021

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Extended with Ame 30, 2027

(by virtue of B.M. 3785, September (8, 2071)

Adm. Matter 18-006

PTR No. 17132074 January 3, 2007 Pigal

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 2021.

MR. MARIO C. NANDIŁ SAN IGMEDIO BUILDERS, INC. Pandi, Bulacan

Dear Mr. Sandik

The attached Contract Agreement having been approved, notice is hereby given to SAN IGMEDIO BUILDERS, INC. that work may proceed on the Construction of Stone Masonry for Slope Protection at Laan Creek (portion) Banaiville, 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,

Governor

I acknowledge receipt of this Notice on.

Authorized Signature: Name of the Representative of the Bidder.

MARIO C. SANDIL

KNOW ALL MEN BY THESE PRESENTS:

Circum	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, ferential Road corner P. Oliveros St., Brgy, San Roque, Antipulo City, represented in this ser by ERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
and o Propriet citizen	a sole proprietorship/private corporation, daily and existing under the laws of the Republic of the Philippines, with principal place of business of address at the properties of the Philippines, with principal place of business of address at the properties of the Philippines, with principal place of business of properties of the prope
pursuan	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in tof the Sangguniang Panlalawigan (Indinance No. 2021 namely:
Samain	Construction of Stone Humanry for Slope Protection at Lasn Greek (portion)
Bid in a the con following consider	take the above said infrastructure works, has been declared as the Lowest Calculated Responsive public bidding held last
Docum Contrac 2016 R	I. The whole works subject matter of this Agreement shall be completed within calculated by a calendar days, in accordance with the provisions of the Bid cuts, Approved Plans, Program of Works and Specifications. General and Special Coaditions of A. Supplemental or Bid Bultetins, if any, and supporting/related documents as required by the evised Implementing Roles and Regulations of Republic Act No. 9184 and are integrated herewith proporated herein by way of reference, namely:
U	a. SP Ordinance No. 35, 4, 2007
	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
	d. Plans and Specifications
	e. Construction Schedule f. Request for Expression of Interest
	 g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
	h. Bid Security Addoods and Supplemental Bullmin
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	2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the reby covenants with the PROVINCE to construct and complete the infrastructure works subject of reement in conformity with the province of the Contract,
Tour	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS INTLICENT Five Hundred Santy Three Thomased Three Hundred Seven Lends and
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Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

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

23

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 34 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.

23

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

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

REPUBLIC OF THE PUBLIPPINES)

S.S.

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

Name/Entity Valid ID Presented Date Place
HON, RESERCCA A, YNARES Passport No P8239281A August 5, 2028 Manila

Entit 0, Septil 107-807-800

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 critity 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 Stame Figure, the light Problem on it Labor Freek (pertion) consistile, Defricant, Sand

WITNESS MY HAND AND SEAL O	his day of FFC 17071 at Rizal Provingial Capitol,
ANGONGIRIZAL	ATTY ANNA MARIE L. SANTOS
Doc No. 329 Page No. (2)	NO 7471975LIC for Angono, Eurongorian & Cardona
Book No	NOTARUREB Comber 312021
Series 20_2J	Adm Matte: No.19-00

Roll of Attorneys No. 09250 BP Lifetime Member No. 016632 (Rizal MCLE Compliance No. VI-000786) Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 2021.

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaromant

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

Repair/Repainting of Ynares School Bidg, at Pintong Bukawe
National High School, Brgg. Pintong Bukawe, San Mateo, Rizal
effective on the day you received this Notice to Proceed

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

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

Very truly yours,

Governor Governor

I acknowledge receipt of this Notice on:

12 2001

Authorized Signature:

Name of the Representative of the Bidder:

RENATOC: VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS:

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, directorferential 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
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WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in bursuant of the Nangguniang Panlalaw gan Ordinance No. [10.18] [10.18] [10.18] [10.18] nattely:
Repair/Repairting of Thores School Bldg. at Pintong bukers Martonal High School, Begy. Pintong Bokave, Usn Kateo, Risol
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence of undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive to in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set furth in the bid documents, approved plans, program of works and specification in consideration of the amount of the amount of the strictly in accordance.
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1. The whole works subject matter of this Agreement shall be completed within the state of the Bio Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of the Bio Documents.
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- 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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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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Tare dillors	RIZAL PR	ROVINCIAL GOVER	RNMENT
Entity/Finn/Corporation			
By:	By:	6	
Proprietor/Manager/President	R	EBECCA A. YNAR Governor	ES
		(+	
1841	WITNESSES		
LOLITA B. DE GUZMAN	7	MA. VICTORIA B.	TEJADA
(
NOTA	RIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINES)			
NGCNO:RIZAL) S.S.			
BEFORE ME, a Notary Public	fivr and in Antipolo City, pe	rsonally appeared the	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No P8239281A	August 5, 2028	Manila
en is Villaroun	410-045-448		

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:

WITNESS MY HAND AND SEAL this	day of DEC 17 2021 at Rizal Pressoration		
<pre>der ir/Remainting of Ynames Hit School, Herv. Minton: Bulleto.</pre>	School Hidg. on Pintone Bukeye Dational Sin Katee, Missi		

Antipolo City.
NGONO, R!Z/
Doc No 905
Page No 66
Rook No. 1
Series 20 21

NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZA!
Until December 31 204
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of



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 2021

MR. EAURO A. EBIADAS KIT UBIADAS CONSTRUCTION CORP.: Binangonan, Rizal

Dear Mr. Ubradast

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

KIT UBLADAS CONSTRUCTION CORP.—that work may proceed on the

Const. of School Canteen at Corazon C. Aquino Etem. School, Brgy. Dolores, Taylay, 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,

Governor A

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

LATINGS & UNITED AS

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 come: P. Oliveros St., Brgy San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, RESECCA A. YNARES, herein referred to as the PROVINCE; and
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
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggumang Panlahawagan Ordinance No. 100 Reps. No. 10, 20 202 flamely:
Const. of School Danteen at Corsson S. Squine Sem. School, Bray. Polores, Taytay, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held lastf
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within
a. SP Ordinance No. SPER Rec. No. 10, no 2027 h. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule
 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
Addenda and Supplemental Bulletin J. Notice of Award of Contract and the Contractor's Conformity thereto
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS

Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the panies, subject of this Agreement as a contract price at the time and in the

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Fundred Fifty Five Thousand Five Appared Firsty two reson and 64,100 (P 455,532.64)

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;
- 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 comain a provision on liquidated domages 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-tonth 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."

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

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages. and 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 Antipule, with the exclusion of any other courts.

it Ubicalna Gometrue Lon Corp	RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
y: likeal	By:	8	
a intidue		EBECCA A. YNAR	ES
Proprietor/Manager/President		Governor	
/	WITNESSES		
W	WITTEGGES	0/	
LOLITA B. DE GUZMAN		MA. VICTORIA B.	TEJADA
1			
NOTA	ARIAL ACKNOWLEDGE	MENT	
EPUBLIC OF THE PHILIPPENES)			
STEPPEN SAY) S.S.			
BEFORE ME, a Notary Public	ANGGARGOUT	## anally associated th	e fallourina
BEFORE ME, a Norary Public	tot aug un sentiment hea Vo	asonany appeared in	¢ imiaiwing
Name/Entity	Valid ID Presented	Date	Place
ON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
and a think	(T) 44 (1,40)		

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 chill index.	
WITNESS MY HAND AND SEAL this	day ofat Rizal Provincial .
Capito ANGONO PUZAL	ATTY ANNA MARIE L. SANTOS
Dac No. 323	for Angono, Binangonan & Cardona
Page No. 64	all in the PROVINCE OF RIZAL
Book No. 3	NOTAR VIDE Ember 31201
Series 20 21.	PTR NO. 1592 149Rizal
	Roll of Attorneys No 69250
	IRP Lifetime Member No 016632 /Riz
	MCLE Compliance No.VI-0007883 Valid until April 14, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 December, 2021.

MR. DANILO C. MAGNO
TRANCOM ENGINEERING CONSTRUCTION
Taytay, Rizal

Dear Mr. Magno:

Very truly yours,

Name of the Representative of the Bidder.

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION—that work may proceed on the Construction of 2-Storey, 6-Rooms Ynares School Huilding at Tapayan Elementury School, Brgy, Sta. Ana, Tayloy, 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.

REBECCA A. YNARES
Governor

Lacknowledge receipt of this Notice on: 12-26-26

Authorized Signature.

DANILO C. MAGNO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PR	OVENCEA	L GOVE	RNMENT	OF RIZA	tL, a local ,	governing	nt ana,	duly organ	nzed and
existing	under	Republic	Act. No.	7160, with	sear of	governitie	ar or the	Rizai	Provincial.	Capitol.
Circum	ferential	Road con	ner P. Oh	veros St., Br	gy. San B	loque Anti	pole (hgy	. FegNres	cotted in thi	is act by
its GOV	ERNO	R. HON.	REBECC	A A. YNAR	ES, herei	n referred t	oas the P	ROVE	VCE; and	

Transon Engineering Construction a sole pro	prietership private corporation, du	Įу
organized and existing under the laws of the Republic of the Philips and office address at	ones, with purpospal place of busines and aerein represented by i	
Proprietor/President/General Manager,	, of legal age, Filipin	
citizen, single/married, resident of	, hereinafter referred to as 0	
CONTRACTOR, WITNESSETH, That,		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggunuing Paulalus igan Ordinance No. 10, 5, 2022 mely.

Construction of Ausbrey, Cooks Indice School Building of Tapayan ntary School, Brgy. Sta. Son. Taytay, Rival

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lovest 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 straily 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 Sixteen Fillion Nine Hundred Twelve Thousand P. 15,912,859,19), 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 shall be completed within (206) 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 at are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No.__ b Certificate of Availability of Funds

 - 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 ithe winning bidder/s two (2) bidding envelopes
 - Bid Security
 - 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 ONTRACTOR, the latter hereby covenants with the PROVINCE a construct and complete the indiastrurine works subject of this Agreement in conformity with the province of the Contract;
- 3 The PROVINCE hereby covenants s. pay the CONTRACTOR the appoint of PESOS Sixteen Million Nine Hundred Twelve Thousand Fight Hundred Fifty Nine Perce Currency, 16 consideration of the construction and one upon completon of the afrastructure works unless otherwise as reed by the parties, subject of this Agreement as a contract price athe time and in the processibled by the Contract and specified in the Bid and as agreel upon by the Contractor;

4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official of 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 Files will for Seventy Taxos Thomsand Fight (P5.073.857.76).

 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;
- 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."

- 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 artificators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that we 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 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 Antipole, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this. day of RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: neter/Manager/President Governor WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES).

BEFORE ME, a Notary Public for an ANGONO BAZAL sonally appeared the following

Name/Entity Valid ID Presented Place Date HON REBECCA A YNARES. Passport No. P8239281A August 5, 2028 Manila 170-161-286

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

This 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:

intermediate of highery, in the nature about the nature of	ann Iraren (shoel ballalar at Vermith Staye Hima
WITNESS MY HAND AND SEAL this _	ATT ATTEN MARIE L. SAMOOS
Doc No 3/7 Page No 65 Book No. 2 Series 30 3/	for Angene, Binengenan & Cardona all in the PROVINCE OF RIZAL NOTARY PUBLIC No. 14-00-

Roll of Attornays No. 69250 IBP Lifetime Member No. 016632 /Riza MCLE Compliance No.VI-0007883



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 2021.

MR. DENNIS C. SANDIL D.C. SANDIL CONSTRUCTION & REALTY DEVELOPMENT, INC. Pandi Bulacan

Dear Mr. Sandil:

The attached Contract Agreement having been approved, notice is hereby given to
D.C. SANDIL CONSTRUCTION & REALTY DEVELOPMENT, INC. that work may proceed on
Construction of 4-Storey, 16-Rooms Ynarcs School Building
at Tuylay Elem. School, Brgy. Dolores, Taylay, 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,

Governor

REBECCA A. YNARA

I acknowledge receipt of this Notice on.

Authorized Signature: Name of the Representative of the Bidder:

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, Antipoto City, represented in this act by its GOVERNOR, HON, RESECCA A. YNARES, became referred to as the PROVINCE; and
a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sanggunuang Pantalawigan Ordinance No. 2025 Bed. No. 6, 6, 2024 namely:
Countraction of 4 storey, 16 rooms Yeares arbsel Enilsing at Taytay Bles. School, Bogy. Dolorec, Taytay, Risel
to undertake the above said infrastructure works, has been declared as the Lowest Calentated Responsive Bid in a public bidding held last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within the provision 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. SPAN Deca. No. N. S. 2021
 b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the wittning
bidder/s two (2) bidding envelopes
h. Bid Security
 Addends 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

Currency, in consideration of the construction and only upon completion of the infrastructure works

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

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- 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. **Instead Killion Three Bundred Ninety Trop. Thousand Killion Bundred Thirteen Foods and 77/400 (P 19, 392, 513.77). 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 meorporated herewith, in accordance with the Bidding Documents.
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and roaintained 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 ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184_shall be applied in this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract beromafter referred to;
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- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

Without prejudice to administrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of 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.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this DEC 17 107 at Antipolo City.

D.C. Sandil Const. & Realty
Dev* to Inc.
Entity/Firm/Corporation

By:
By:
By:
By:
By:
By:
By:
By:
WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITYONO, IUZAL) 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

Dennis C. Sandil 185-410-136

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 4 storey, 16 rooms Ynares School Sullsing at Taytay Slem. School, Brgy. Delores, Taytay, Miral

WITNESS MY HAND AND SEAL this	day of DEC 17 202	at Rezel Provincial Capitol
Antipolo City.		<u> </u>

Doc No. 341 Page No 10 Notices 20 24

ATTY. ATINA MARIE __ SANTOS

NOTARY PUBLIC

NOTARAS PUBLIC

NOTARAS PUBLIC

NOTARAS PUBLIC

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NOTARAS PUBLIC

Extended undu June 30, 2022

(by virtue oil B.M. 3795, September 2^b

Adm. Matter 19-006

PTR No. 17132074 / January 3, 70

Roll of Attorneys Ne. 8^b

IBP Lifetime Nember No. 0

P IMCLE Compliance No. 1

BN 3



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 December, 2021

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the
Construction of 4-Storey, 8-Rooms Ynares School Building at
Bagong Pag-Asa Elem. School, Brgv. San Juan. Taytay. Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor.

Lacknowledge receipt of this Notice on:

2 24 71

Authorized Signature:

Name of the Representative of the Bidder:

LAGRO A. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Limbour and herein represented by its Propnetor/President/General Manager, and herein represented by its propnetor, single/manied resident of the principal place of business and office address at Limbour and herein represented by its Propnetor/President/General Manager, of legal age. Filipino citizen, single/manied resident of the propnetors of the
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlahawigan Ordinance No
Construction of 4 storey, 8 rooms Ynores School Building at Bagong Fag-Los Lies, School, Brgy. Sed June, Taylay, Rival
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bird in a public bidding held last have a first property of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the amount of the amount of the property of the amount of the specification of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within
a. SP Ordinance No. RPENE R40. 9. 4. 2029 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
 Bidding Documents including all the documents/statements contained in the winning bidder/s (wo (2) bidding envelopes

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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;

	my the CONTRACTOR the amount of PESOS
Twenty Light Williss Ter Bondred Pirty	Thomsond Seven Hundred Twenty Tao Page
and 19/100	(P_28,250,722,12_), Philippine
Currency, in consideration of the construction and o	nly 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 <u>Eight Million Four Hundred Seventy Five Thousand</u>

Two Hundred Sixteen Pesos and 65/100 (P8,475,216.65)

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 shull 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;
- 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

below

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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 78 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of 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 acis 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 at Antipolo City, Mit Thisons Construction Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: REBECCA A. YNAR Proprietor/Manager/President Governor WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CLANGONO, RIZAL (S.S.)

ANGONO, RIZAL

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

Valid ID Presented. Date Place Name/Entity HON, REBECCA A, YNARES Passnort No. P8239281A August 5, 2028 Manila 0. -- 1 -- 5-5 lauro il. Phisdae

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 .

Undertraction of a storey, a room in the shool building at to ong . ny- on them. School, pray. Jan Juon, Troy, sind WITNESS MY HAND AND SEAL OUS ______day of ___DEC 17 202) at Rocal Provide REAL Capitol, Antipolo City.

337 Doc No Page No. Book No. Series 20 2

Y. ANNA MARIE L. SANTOS

NOTARY PUBLIC
NOTARGED IN A GARDAN
NOTARGED IN A GARDAN
Extended with June 30, 2022
(by virtue of B.M. 3793, 3-pptember 78, 2071)
Adm. Matier 19:005
PTR No. 17132016 'January 3, 2027 / Regal
Roll of Attorneys 76, 84250
IBP Lifetime Komber No. 016632 | Rigel
MCLE Complience No. VI-0067863



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 December, 2021.

MR. KHRISTIAN SE, SAN JONE KRSJ CONSTRUCTION AND GEN, SERVICES Teresa, Rizal

Dear Mr. San Jose

The attached Contract Agreement having been approved, notice is hereby given to KRSJ CONSTRUCTION AND GEN. SERVICES that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hyglene) at Daraetan Elem. School, Hrgv. Daraitan, Tanay, Rival effective on the day you received this Notice to Proceed.

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

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

Very truly, yours,

REBECCA A. YNARES
Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

KHRISTIAN SE. SAN JOSE

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

organ	ized and existing under the laws of the Republic of the Philippines, with principal place of business
and	office address at
ropi	netor/President/General Manager, of legal age, Filiping
CON	TRACTOR, WITNESSETH, That.
desing	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in ant of the Sangguniang Panlalawagan Ordinance No
i.t	Construction/Provision of such Pacifilies (saber, Santation & Hygiese) Darset n Cleb. School, prgy. Darsitum, Tracy, Direl
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
	dertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
eru ii ke c	n a public bidding held last
	ving standards set forth in the bid documents, approved plans, program of works and specification in
	deration of the amount of Case M.LL.co. Two Europes Test case The Market 1 = 1 x 10000
10	rty Two Fence and 34/100 (P 1,213,142.35), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
creb	y agree as follows:
	the transfer of the contract o
ocu onti 016	(o) calendar days, in actordance with the provisions of the Bioments, Approved Plans, Program of Works and Specifications, General and Special Conditions of act. Supplemental or Bid Bolletins, if any, and supporting/related documents as required by the Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith
ocu onti 016	1. The whole works subject matter of this Agreement shall be completed within a complete the completed within the provisions of the Bidments, Approved Plans, Program of Works and Specifications, General and Special Conditions of act. Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith reorporated herein by way of reference, namely.
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ocu ont 016	() calendar days, in actordance with the provisions of the Birments, Approved Plans, Program of Works and Specifications, General and Special Conditions of act. Supplemental or Bid Bolletins, if any, and supporting/related documents as required by the Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith acorporated herein by way of reference, namely. a. SP Ordinance No. 10. 10. 10. 10. 10. 10. 10. 10. 10. 10
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onti onti ond in	() calendar days, in accordance with the provisions of the Birments, Approved Plans, Program of Works and Specifications, General and Special Conditions of act. Supplemental or Bid Bolletins, if any, and supporting/related documents as required by the Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith corporated herein by way of reference, namely. a. SP Ordinance No
onti onti ond in	() calendar days, in accordance with the provisions of the Birmenis, Approved Plans, Program of Works and Specifications, General and Special Conditions of act. Supplemental or Bid Bolletins, if any, and supporting/related documents as required by the Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith acorporated herein by way of reference, namely. a. SP Ordinance No. 50. 10. 10. 10. 10. 10. 10. 10. 10. 10. 1
Octa Control O16 and it	() calendar days, in accordance with the provisions of the Binnents, Approved Plans, Program of Works and Specifications, General and Special Conditions of act. Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith acorporated herein by way of telerence, namely. a. SP Ordinance No.
Control Onto Onto Onto Onto Onto Onto Onto Onto	() calendar days, in actordance with the provisions of the Biomenis, Approved Plans, Program of Works and Specifications, General and Special Conditions of act. Supplemental or Bid Bolletins, if any, and supporting/related documents as required by the Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith corporated herein by way of reference, namely. a. SP Ordinance No

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Bundred Sixty Five Thousand Five Bundred Ninety Two Peacs and 70/100 (P365,592.70)

 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;
- 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;
- 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;
- 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 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/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.

Entity/Fina-Corporation

By: Hy: REBECCA A. YNARES

Proprieter/Manager/President WITNESSES

LOLITA B. DE GUZMAN MA, VICTORIAB, TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIPRONO, RIZAL () S.S.

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

Name/Entity Valid ID Presented Date Place

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

The Intian SE, San Jose 283-055-163

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

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

Construction/Provision of a property blank School, Dray.	With Pacificies (Fater, Darnium, Tomy, Eizel	Sanitation & Lygione)
		SERVICE CO. CO.

WITNESS MY HAND AND SEAL this	day ofDEC_17_2021_ at Rocal Provincial C	apirol,
Antipole City		
		1

Doc No. 349
Page No. 36
Book No. 3
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NOT ANY DESERVATION AND ANY DESERVATION OF AMOUNT DESERVATION OF AMOUNT OF RIZAL Extended until June 30, 2022 (by virtue of B.M. 3795, September 23, 2021) Adm. Matter 19-006

PTR No. 17132074 / January 3, 2022 / Rizal Roll of Attorneys No. 69250

IEP Lifetime Member No. 010632 / Rizal MCLE Compliance No. VI-0007883



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 December, 2021

MR. VIVENCIO C. BERNARDO V. BERNARDO CONSTRUCTION & TRADING Morong, Rizal

Dear Mr. Bernardon

The attached Contract Agreement having been approved, notice is bereby given to
V. BERNARDO CONSTRUCTION & TRADING that work may proceed on the
Construction of 2-Storey, 4-Rooms Ynares School Bidg, at
Duracton National High School, Brgg, Daratan, Tanay, 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 Governor

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

VIVENCIO C. BERNARDO

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 comer P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE: and
organized and existing under the laws of the Republic of the Philippines, with principal place of husiness and office address at herein represented by its Propnetor/President/General Manager, hereinafter referred to as the CONTRACTOR, WITNESSETH. That.
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in parsuant of the Sanggomang Panlalawagan Ordinance No. Rec. No. 2, 5, 2021 namely:
Construction of S Storey, & runss Yeares Sancel Sidg. at Suranten National Sigh School, Bray. Daratem, Tunay, Pizzl
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 November 19, 1024, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the hid documents, approved plans, program of works and specification in consideration of the amount of 11,11,121,121,121, have then the first, Top thousand Three thirdred Fleven, lesses and 15,700 (P. 1,942,547,15), Philippine Currency. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within the Budget Beventy 12 (176) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications. General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the
2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely.
a SP Ordinance No 1966 See 195 4, 19 21 b Certificate of Availability of Funds c Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Rillian Wine Hundred Forty Two Thomsand Torse Hundred History Coace and

(P \$.942,311.85), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 30
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Million dix Hundred Sighty Two Thousand is bundred Ninety Three Ienos and 55/100 (P 2 602 603 55)

 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:
- No
- 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 30to 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 perbuent 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 Amipolo, with the exclusion of any other courts

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this DEC 17 day of at Antipolo City.

Y. Bernardo Const. and Trading

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Vivencio, C. Bernardo

Proprietor/Manager/President

By:

REBECCA A. YNA Governor

WITNESSES

LOLITA B. DE GUZMAN

NOTARIAE ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITTIGONO, RIZAL) S.S.

ANGONO, RIZAL
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

Yiwencio C. Bernardo

301-271-27

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 liereof, refers to the Agreement for:

Construction of 2 storey, A rooms Energy School Bldg. at Deractm National High School, Bray, Mareitan, Canay, Pizal

WITNESS MY HAND AND SEAL this ______day of DEC 17 2021 _ at RECEPTION Capitol, Antipolo City.

Doc No. Page No.

Book No. Series 20 22 ATTY: ANNA MARIE L. SANTOS

NOTARY PUBLIC
NOTARY PUBLIC
NOTARISMY Bridings and Gardons
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
PTR No. 17132074 / January 3, 2022 / Rizel TR No. 17132074 / January 3, 2022 / Rizel Roll of Attorneys No. 69250 IEP Lifetime Member No. 016632 / Rizel MCLE Compliance No. VI-0007883



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 December, 2021.

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

Dear Mr. Pasay:

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

Repair/Repainting of Ynares Multi-Purpose Covered Court & Stage at Brgy. Dally, 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,

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

7 20 20

11/15/2021 # 3 [

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and hetween;
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St. Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggunuang Panlalawagan Ordinance No
Tepair/O, mining/Repainting of Ynares Rultipurpose Covered Court and otage at Ergy. Delig. Teresa, Missl
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
). The whole works subject matter of this Agreement shall be completed within () calendar days, in accordance with the provisions of the Burdentes, Approved Plans. Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents us required by the 2016 Revised Implementing Rules and Regulations of Republic Act No 2184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No
d. Plans and Specifications e. Construction Schedule
 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
 i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Sixty Thousand One Hundred Sixty Tho
- 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 accurdance 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 remedical available under the circumsumces."
- 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

8/

day of

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of 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 WHERBOF, the parties have hereunto signed this Agreement this . zużi at Antipolo City.

Pa Passy Construction

Entity/Firm/Corporation

opmeter/Manager/President

By:

REBECCA A. YNARES

Governor

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

B. DE-GUZMAN LOLITA

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

ANGONO REPUBLIC OF THE PHILIPPINES)

ANGONO REPUBLIC OF THE PHILIPPINES)

ANGONO REPUBLIC OF THE PHILIPPINES)

BEFORE ME, a Notary Public for any personally appeared the following.

Name/Futity

Valid ID Presented

Date

Place

REBECCA, A. YNARES

Pasaport No. P8239281A

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

Repair/S painting of Tnares Dultipurpose Sovered Court & Stage of Brgy. Delig, Teresa, Risal

_ day of DEC | 1 202} WITNESS MY HAND AND SEAL this ___

NOTARY PUBLIC

for Angene, Benerigenan & Cardona all in the PROVINCE OF RIZAL

NOTARY PUBLIC No 13-600 PTR NO 1882 1949 Rizal

Roll of Atterneys No. 69260 ISP Lifetima Member No. 315832 (Figs. MCLE Compliante No. VI-000786) Valid onfit April 14, 2022

Book No Series 20

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