

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 January, 2022

MR. REGINALD S. MESA R.S. MESA CONTRUCTION CORP. Binangonan, Rizal

Dear Mr. Mesa:

The attached Contract Agreement having been approved, notice is hereby given to R.S. MESA CONTRUCTION CORP. that work may proceed on the Repainting of Elevated Water Tank and Pumphouse at Rainhow Village I, 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 Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

12/20/2021 # 1

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, berein referred to as the PROVINCE; and

and office address at	Binangonan,	ublic of the Phi Rizal	lippines, wit and her	ein represented b	usiness
Proprietor/President/General A citizen, single/married, reside	Manager, REGI nt of Biner	ENALD MESA		of legal age F	ilinino
CONTRACTOR, WITNESSE					
WHEREAS, the PROX pursuant of the Sanggunumy Pa	ANCE declares th mialawigan Ordin	at certain infra- unce No. 40,	structure wo	rks should be construe name	cted io ly:
	veted Water To				

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 20 December 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 Hundred Thirty-Four Thousand Three Hundred Fifty-Four Peros 5 21/100 (P 134, 354, 21). 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 Thirty-Two (32) 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. 40, #. 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 cavelogus
 - le 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 hereby covenants to pay the CONTRACTOR the amount of PESOS One Hundred Thirty-Four Thousand Three Hundred Fifty-Four Pesos 4 21/100

 (P 134, 354.21), 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 PPSOS Forty Thousand Three Hundred Six Pesos 26/100

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 as 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 resclid 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-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 kereinafter 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 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 resultation 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.

As a second contract	F, the parties have hereunto signe Antipolo City,	d this Agreement th	isday of
Entry/Furn/Corporation	DRATION RIZAL PR	OVINCIAL GOVE	RNMENT
By gelf RAN	Ву:	3	
Proprietor/Manager/President	R	Governor A	RES
12.1	WITINESSES		
LOLITAB. DE QUZM	IAN P	MA. VICTOR B.	TEJADA
(N	OTARIAL ACKNOWLEDGN	ENT	
REPUBLIC OF THE PHILIPPINI ANTIPOLO CHY	2S) S.S.		
BEFORE ME, a Notary Po	ublic for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
RECINALD MESA	TTN NO. 004-712-730		-
All known to me and to me acknowledgment that the same is the present.	known to be the same person's where free voluntary act and deed as		
This instrument, consisting written and has been signed by the p	g of three (3) pages including the parties hereto in each and every pag		
Repeinting of Elevated Wet Kalayeen, Angono, Rizal	er Tenk sod Pumphouse st	Reinbov Village	e I, Brgy.
	D SEAL thisday of		al Provincial
Capitol, Antipolo City			ml
Doc No. 380		ATTY, MINN	

Page No. Book No. 2 Sencs 20 31. NOTARY PUBLIC & Cordons
attir the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 10-005
PTR No. 17132074 / January 3, 2022 / Rizal
Roll of Attorneys No. 59250
INP Lifetime Member No. 016632 / Rizal
MCLE Compliance No. VI-0007383



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

26 January, 2022

MR. REGINALD S. MESA R.S. MESA CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Mesa:

The attached Contract Agreement having been approved, notice is hereby given to
R.S. MESA CONSTRUCTION CORP. that work may proceed on the
Upgrading of Rizal Provincial Hospital System (RPHS) Margarito
A. Duavit Memorial Hospital, Brgy. Darangan, Binangonan, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

12/20/2021 # 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

R.5. MESA CONSTRUCTION CORPORATION , a sole porganized and existing under the laws of the Republic of the Philipand office address at Binangonan, Rizel	points, with principal place of hospiess.
Proprietor/President/General Manager, REGINALD MESA citizen, single/married, resident of Binengonen, Rizel	of legal age, Filipino
CONTRACTOR. WITNESSETH, That, WHEREAS, the PROVINCE declares that certain infrast	
pursiant of the Sunggumang Panlalawigan Ordinance No. 40.	s. 2021 namely:
Upgreding of Rizel Provincial Hospital System Memorial Hospital, Brgy. Derangen, Binengonan	(RPHS) Mergerito A. Duevit , 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 20 December 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 Two Millton Five Hundred Thirty Thousand Four Hundred Ninety-Four Peeps 5 32/100 (P 2,530,494.91), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Ninety-Six (96) 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:

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- SP Ordinance No. 40, 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 cavelopes
- h. Bid Socurity
- i. Addenda and Supplemental Butletin
- 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

 Two Million Five Hundred Thirty Thousand Four Hundred Ninety-Four Pesos

 & 91/100 (P 2,530,494.91), Philippine

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Fifty-Nine Thousand One Hundred Forty-Eight Peace 4 47/100 (P 759,148.47)

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods. Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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 duringes 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 bowever, that, disputes that are within the competence of the Construction Industry Arbitration Commission to 1500/vcd 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 2 to resort to other alternative modes of disputes resolution

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

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

the appropriate court of the City of Antip	oto, with the exciusion of	rany omer courts.	
2 6 JAN 2022 at Autip	parties have hereunto sign solo City.	ned this Agreement th	is day of
S. HESA CONSTRUCTION CORPORATI	067 - 217A1 0	PROVINCIAL GOVE	DNAGAT
Emity/Firm/Corporation	on Rizati	- KCA IIIC IXL CIO IL	KINALITA
By: gred Los	By:	5	
pleginalid Hesa		REBECCA A. YNAF	RES
Proprietor/Manager/President		Governor /	
1.	WITNESSES		
194	4111100000	8/	
LOLITA B. DE GUZNIAN		MA. VICTORIA B.	TEJADA
/			
/ NOTA	RIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES)			
ANTIPOLO CITY) S.S.			
	AMBONO RIZA		a following
BEFORE ME, a Notary Public (or and in Antipolo City,	регзонаву арреживо о	¢ ionowing
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Рамроп No. Р8239281А	August 5, 2028	Manila
RECINALD MESA	TIN NO. 004-712-730		
All known to me and to me know acknowledgment that the same is their fre present. This instrument, consisting of the	ee voluntary act and deed aree (3) pages including the	as well as the entity the	at they respectively acknowledgment is
written and has been signed by the parties	hereto in each and every p	age hereof, refers to the	e Agreement for:
Upgrading of Rizal Provincial Hospital, Brgy. Darangan, Bina	Hospital System (RP ngonen, Rizal	NE) Margarito A.	Durvit Memori
		and 2 to 2022	
WITNESS MY HAND AND SEA Capitol, Antipolo City AL	Al. thusday of	, at Riz	al Provincial
Doc No348			and
Page No 73		NOTARY P	IRPICAL MTOS
Book No		for Angone, and	OVINCE OF RIZAL
Series as a p.		(by virtue of B.M. 3 Adm. A	ntii June 30, 2022 795, September 28, 202 Astrer 19-005 I / January 3, 2022 / Riza



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

26 January, 2022

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Construction of Six (6)- Seater Comfort Room for Rizal Provincial Hospital System (RPHS) Margarito A. Duavit Memorial Hospital at Brgy. Darangan, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor ANARES

I acknowledge receipt of this Notice on:

1.28.22

Authorized Signature:

Name of the Representative of the Bidder:

RENATIO C. VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The DECISIONAL CONTRIBUTION OF DESIGN

TWO DOTODORS	, a sole proprietorship/private corporation, duly
coffeetives and existing miner nic take of the Webli	ione of the ramppines, with principal place of business.
and office address at Baras, Rize	and herein represented by its
Proprietor/President/General Manager,	RENATO VILLAROMAN , of legal age. Filipino
citizen, single/married, resident of Barr	as, Risel hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	
WHEREAS, the PROVINCE declares the pursuant of the Sangguniang Particlewigan Ordina	at certain infrastructure works should be constructed in ance No. 40, 5, 2021 namely:
Construction of six (6)-Seater Comfort	t Room for Rizel Provincial Mospital pries Hospital et Ergy. Derengen, Sinangone



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

(P 1,838,013.46), Philippine Currency.

Bid in a public bidding held last 20 December 2021 has accepted and binds itself to undertake the construction and completion of the above said intrastructure 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 Militian Eight Hundred Thirty-Eight Thousand

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely.
 - a SP Ordinated No. 40, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security

Thirteen Pesor & 46/100

- 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;

 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PES One Million Eight Hundred Thirty-Eight Thousand Thirteen Peror \$ 46/100 	KOS
(P 1,838,013.46), Philipp	oine
Currency, in consideration of the construction and only upon completion of the infrastructure we	orks
unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in	the
manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;	

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Five Hundred Fifty-One Thousand Four Hundred Four Pesos & 04/100</u>

(P 551,404.04)

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period,
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restriction 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 highested 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 canulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

N WITNESS WHEREON	F, the parties have hereunto signate t Antipolo City.	ed this Agreement th	nis day of
LARD EVILDERS	RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
Paris d	By:	K	
By:	139.	O	
RENATO VILLAROMAN	R	EBECCA A. YNAI	RES
Proprietor/Manager/President		Governor 7	,-
PXI	WITNESSES	0/	ř.
LOLITA B. DE GUZN	IAN	MA. VICTORIA B.	TEJADA
(,	OTARIAL ACKNOWLEDGS	MEN'T	
REPUBLIC OF THE PHILIPPINI ANTIPOLO CITY) ANGONO, RIZAL)	ES) S.S.		
BEFORE ME, a Notary P	ublic for and in Alleipolo CLAA. be	ersonally appeared th	ie following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
RENATO VILLAROHAN	TIN NO. 119-041-448		-
All known to me and to me acknowledgment that the same is to present	t known to be the same person's wi herr free voluntary act and deed a	ho executed the foreg s well as the entity th	oing instrument and at they respectively
This instrument, consisting written and has been signed by the j	g of three (3) pages including thi parties hereto in each and every pa		
Construction of six (6)-S System (RPHS) Margarito A Binangonan, Riwal	W Duavit Memorial Hospit	al at Segy. Der	Hospitel Ongao,
WITNESS MY HAND AN	OD SEAL this day of J	Ah 26 2022 at Riz	al Provincial
Capitol, Antipole City.			
Doc No. 332			Sol .
Page No 36		ATTY_AMN	O MARKE L. BANTOS
Book No. 7			UBLIC
Series 20_22		all nto	Park Great & Cardona Province of Right
		(by cirise of B.)	rd word June 30, 2022 M. 3795, Saptember 23, 2021
		FYH 500, 47132	et Matte- 19-006 1974 - January T., 2023 / Riggi Allower II No. 69250
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 January, 2022

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 SUPPL that work may proceed on the Repair/Repainting of Ynares School Bldgs. at Bagumbong Elem. Sch., Brgy. Bagumbong, 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,

Governor TNARES

I acknowledge receipt of this Notice on:

1.28.22

Authorized Signature:

Name of the Representative of the Bidder:

EDWIN'B. RIVERA

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 seal of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Begy. San Roque, Autipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and

YAKALER CONSTRUCTION AND SUPPL		u sole propriet	orship/priva	te corporati	on, duly
organized and existing under the laws of the l	Republic of	the Philippines,	with princi	pal place of	business
and office address at Morong,					
Proprietor/President/General Manager,		RIVERA		legat age,	
citizen, single/married, resident of	Morenz.	Rizel .		referred to	
CONTRACTOR, WITNESSETH, That,	1000	71.034			

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

Repair/Repainting of Ynares School Buildings at Bagumbong Elementary School, Brgy. Bagumbong, 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 20 December 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 Hillion One Hundred Sixty-Three Thousand Three Hundred Forty Pesos 4 67/100 (P 3.163.340.67), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Ninety-Six (96) 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. No. 10, s. 2021
 - 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
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto.
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Three Million One Hundred Sixty-Three Thousand Three Hundred Forty Pesos 6

 67/100 (P 3,163,340,67), 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;

°ų

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Hundred Forty-Nine Thousand Two Peror 20/100 (P. 949,002.20)

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed partion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the annual 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;
- 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 ladustry Arbitration Commission to resolved shall be



To

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

WITNESS WHEREOF, the parties lea	we hereunto signa	ed this Agreement this	dary of
YAKALER CONSTRUCTION AND SUPPLIES Entity/Furm/Corporation	RIZAL PE	RÖVINCIAL GÖVERNMEN	u.
Ву:	₿y.	6	
Proprietor/Manager/President	R	Governor Governor	
190	TNESSES	Z	
LOLFTA BODE GUZMAN NOTARIAL AG	CKNOWLEDGN	MA. VICTORIA B. TEJAD MENT	A

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO RIZAY (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 Manula
PD-IN B. RIVERA TIN No. 428-018-900

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 every page hereof, refers to the Agreement for:

Repair/Repainting of Ymares School Buildings at Bagumbong Elementary School, Prgy. Bagumbong, Jalajala, Risal

WITNESS MY HAND AND SEAL this	day of Am 2 5 2022	at Road Provincial
Capitol, Antipolo City		,

Doc No <u>5%</u>
Page No <u>37</u>
Book No <u>2</u>
Series 20 72

ADYARY PUBLIC
NO PARTY OF THE PROVINCE OF REAL
Entended until July 30, 2022
(by viture of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
FYN No. 17132074 January 3, 2072

Adm. Matter 19-006
FYN No. 17132074 January 3, 2072

Adm. Matter 19-006

FYN No. 17132074 January 3, 2072

Adm. Matter 19-006

FYN No. 17132074 January 3, 2072

Adm. Matter 19-006

FYN No. 17132074 January 80, 915037

FOR LITTING Mamber No. 015637

FOR LITTING Mamber No. 015637



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 January, 2022

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to
LARD BUILDERS that work may proceed on the
Improvement of Road at Brgy. 2nd District, Jalajala, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor A. YNAR

I acknowledge receipt of this Notice on:

1.28.25

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C. VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

than more than the and enterog into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a total 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
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 Pantalawagan Ordinance No. 14, 8, 2021 causely:
Improvement of Road at Brgy. 2nd District, Jalajela, Rizal
bid in a public bidding held last 20 December 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 Five Hundred Ninety-Two Thousand Six Hundred Twenty-Three Pesos 3 18/100 (P 592,623.18), Philippine Currency. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows: 1. The whole works subject marter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of
Contract, Supplemental or Hid 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, s. 2021
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications e. Construction Schedule
f. Request for Expression of laterest
 g. Bidding Documents including all the documents/statements contained in the winning biddet/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
Five Hundred Ninety-Two Thousand Six Hundred Twenty-Three Pesos & 18/100 (P 592,623.18), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works

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

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Seventy-Seven Thousand Seven Hundred Eighty-Six Pesos & 95/100 (P 177,786.95 /)

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 Fullures" 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 will

"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."

- 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 pany, 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 lodustry Arbitration Commission to resolved shall be



4

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

5

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

Jurisdiction over civil cases or 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.

2 6 JAN 2022 at	, the parties have hereunto signe Antipolo City. ANGONO, RIZAL	4 183 7 1824 1471	
LARD BUILDERS	RIZAL PB	OVINCIAL GOVE	RNMENT
Enrity/Firm/Corporation			
By:	By:	8	
REMATY VILLAROMAN	SA:	EBECCA A. YNAF	UES
Proprietor/Manager/President		Governor	
194	WITNESSES	01	
LOLITA B. DE GUZM	AN	A. VICTORIA B.	TEJADA
(
N N	OTARIAL ACKNOWLEDGM	IENT	
BEFORE ME, a Notary Po	S.S. Ablic for and in Antipolo City, pe Valid ID Presented	rsonally appeared th	e following
Name/Entity			
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manifa
RENATO VILLAROMAN	TIN NO. 119-041-448		
acknowledgment that the same is the present	known to be the same person's when free voluntary act and deed as of three (3) pages including this	well as the entity th	at they respectively
written and has been signed by the p	arties hereto in each and every par	ge hereof, refers to the	e Agreement for:
Improvement of Road et	Begy. And District, Jala	jale, Risal	
WITNESS MY HAND AN	D SEAL thisday of	at Riz	al Provincial
Due No 371			- L-
Page No 36		ATTY	COLUMN THE PARTY

Series 20 12 .



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 January, 2022

MR, CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION that work may proceed on the Installation of Solar Streetlights at Brgy. Bagumbong, 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,

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

KNOW ALE MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

Proprietor/President/General Manager, CLGRICE CACHO of legal age. Fit citizen, single/married, resident of Post City hereinafter referred to as CONTRACTOR, WITNESSETH, That. WHEREAS, the PROVINCE declares that certain infrastructure works should be construct parsuant of the Sangganiang Panialawagan Ordinance No. 21, s. 2019 namely namely listens of the Sangganiang Panialawagan Ordinance No. 21, s. 2019 namely namely to undertake the above said infrastructure works, has been declared as the Lowest Calculated Respoised in a public bridding teld last 20 December 2021 has accepted and binds itself to under the construction and completion of the above said infrastructure works infrastructure works strictly in accordance wife following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of Three Hundred Elghby-Two Thousand One Hundred Two Perof 4 64/100 (P. 382, 102, 54), Philippine Current Now, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed we Forty (40) calendar days, in accordance with the provisions of the Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated here and incorporated herein by way of reference, namely: a. SP Ordinance No. 21, s. 2019 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. 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. Nonice 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 latter hereby covenants with the province of the	us u	ting under Republic Act No. 7160, with scat of government at the Rizal Provincial Cap numberential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act OVERNOR, 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 bus and office address at Parl 2 City and herein represented by Proprietor/President/General Manager, CLARICE (ACR) of legal age, Fil citizen, single/married, resideat of Parl City hereinafter referred to as CONTRACTOR, WITNESSETH, That, WHEREAS, the PROVINCE declares that certain infrastructure works should be construct parsuant of the Sangganiang Panialanungan Ordinance No. 21, s. 2019 namely Installation of Solar Streetlights at Brgy. Begunborg, Jalajela, Rizell WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compet to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsible in a public bidding held last 20 December 2021 has accepted and binds itself to under the construction and completion of the above said infrastructure works strictly in accordance with the construction and completion of the above said infrastructure works strictly in accordance with the construction and completion of the above said infrastructure works strictly in accordance with the construction and completion of the above said infrastructure works strictly in accordance with the construction of the amount of Three Hundred Elghty-Two Thousand One Hundred Twe Peror 4 64/100 (P 382,102,54), Philippine Currer NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed we Forty (40) calendar days, in accordance with the provisions of the Documents, Approved Plans, Program of Works and Specifications, General and Special Condition Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Aor No. 9184 and are integrated here and incorporated herein by way of reference, namely: a. SP Ordinance No. 21, w. 2019 b. Certificate of Availability of Funds c. Constr		ANROL CONSTRUCTION a sale proprietorship/private composition
Instellation of Solar Streetlights at Brgy. Begunborg, Jelajela, Rizel WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compet to undertake the above said infrastructure works, has been declared as the Lowest Calculated Respon Bid in a public bidding held last. 20 December 2021 has accepted and binds itself to unde the construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of Three Hundred Eighty—Two Thousand One Hundred To Perory 6 64/100 (P 382,102,54), Philippine Curren NOW, THEREFORE, for and in consideration of the foregoing premises, the parties h berelty agree as follows: 1. The whole works subject matter of this Agreement shall be completed we Forty (40) calendar days, in accordance with the provisions of the Documents, Approved Plans, Program of Works and Specifications, General and Special Condition Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated here and incorporated herein by way of reference, namely: a. SP Ordinance No. 22, v. 2019 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. Norice 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 latter hereby covernants with the PROVINCE to construct and complete the infrastructure works subjective Agreement in conformity with the province of the Contract 3. The PROVINCE hereby covernants to pay the CONTRACTOR the amount of PE Thr	and Prop citiz	unized and existing under the laws of the Republic of the Philippines, with principal place of basis office address at Pasiz City, and herein represented by prictor/President/General Manager, CLARGICE CACHO, of legal age, Filipinen, single/married, resident of Pasiz City, hereinafter referred to as
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compet to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsibility in a public bidding held last 20 December 2021 has accepted and binds itself to under the construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works as specification stotaration of the amount of Three Hundred Eighty-Two Thousand One Hundred Two Peroy 4 64/100 (P. 382,102,54), Philippine Current NOW, THEREFORE, for and in consideration of the foregoing premises, the parties in hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed we Forty (40) calendar days, in accordance with the provisions of the Documents, Approved Plans, Program of Works and Specifications, General and Special Condition Contract, Supplemental or bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Acr No. 9184 and are integrated here and incorporated herein by way of reference, namely: a. SP Ordinance No. 21, v. 2019 b. Certificate of Avaitability 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. Norice 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 latter hereby covernants with the PROVINCE to construct and complete the infrastructure works subject handred. Province handred Eighty-Two Thousand One Hundred Two Feros & 64/100	par	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed and of the Sangguniang Panialawigan Ordinance No. 21, 8, 2019 namely:
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Respot Bid in a public bidding held last		Installation of Solar Streetlights at Brgy. Begumbong, Jelajela, Rizel
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed were forty (40) calendar days, in accordance with the provisions of the Documents, Approved Plans, Program of Works and Specifications, General and Special Condition Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Acr No. 9184 and are integrated here and incorporated herein by way of reference, namely: a. SP Ordinance No. 22, v. 2019 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 latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject this Agreement in conformity with the province of the Contract: 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PEThree Hundred Eighty-Two Thousand One Hundred Two Fesos & 64/100	Bid the follo- cons	in a public bidding held last <u>20 December 2021</u> , has accepted and binds itself to under construction and completion of the above said infrastructure works strictly in accordance with twing standards set forth in the bid documents, approved plans, program of works and specification of the amount of <u>Three Hundred Eighty-Two Thousand One Hundred Two</u>
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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Fourteen Thousand Six Hundred Thirty Pesos & 79/100 (P 114,630.79)

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 inquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

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

10.00 B

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 6 to resort to other alternative modes of disputes resolution.

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

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 of 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. ANROL CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Вy. Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) \$.\$. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place Passport No. P8239281A August 5, 2028 HON REBECCA A. YNARES Manila CLARENCE CACHO TIN NO. 151-542-125 All known to me and to me known to be the same person's who executed the foregoing instrument and

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

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

Installation of Solar Streetlights at Brgy. Ragumbong, Jalajala, Rizal

WITNESS MY HAND AND SEAL this	day of -nn 26 2022	at Rizal Provincial
Capitol, Antipolo City of		

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Page No. 34
Book No 2
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NOTARY PUBLISC u Start

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Estended entrollure 30, 2022

Ay virtue of B.M. 3795, September 28, 2021

Adm. Matter 19:006

Talko, 17132674 Cantary 3, 2022 (Riza)

Roll of Attorney's No. 84350

175 to time Mender No. 815617 / Brital

175 Completing No. 949207863



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 January, 2022

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES that work may proceed on the Repair/Repainting of Ynares School Buildings at Lagundi Elem. Sch., Brgy. Lagundi, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

1/28/22

Authorized Signature:

Name of the Representative of the Bidder:

EDWINB. RIVERA

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

YAKALER CONSTRUCTION & SUPP	LIES a sole proprie	storship/private corporation, duly
organized and existing under the laws of t	he Republic of the Philippine.	s, with principal place of business
and office address at Morong	, Rizel , and	herein represented by its
Proprietor/President/General Manager,	PYXIII B. RIVERA	of legal age, Filipino
citizen, single/married, resident of	Morong, Rizel .	hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,		

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

Repair/Remainting of Ymeros School Buildings at Lagundi Elementary School, Brgy. Lagundi, Sprons, 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 20 December 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Six Bundred Forty-Three Thousand Three Pendled Pighty-Five Pegos 3-33/100 (P 2,643,385.33), Philippine Currency.

NOW, TREREFORE, 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 Minety (90) 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 lactein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. No. 10, s. 2021
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - 4. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - 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 fatter 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

 Two Million Six Hundred Forty-Three Thousand Three Hundred Eighty-Five Pesos

 4 33/100 (P 2,643,385.33), 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 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 Seven Hundred Minety-Three Thousand Fifteen Pesos & 60/100 (P 793,015.60)

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities to case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's AB 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 unuant of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, however to any mutual agreement of the parties hereto to agree in writing 7 to resort to other alternative modes of disputes resolution.

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

YAKALUS CONSTRUCTION & SUPPL Entity/Firm/Corporation	LIES RIZAL P	ROVINCIAL GOVE	RNMENT
By B. RIVERA Proprietor/Manager/President	13y. F	REBECCA A. YNAF Governor	RES
106/	WITNESSES	1.	
LOLITA B. DE GUZMA	N	ма. victory/в.	TEJADA
NO	TARIAŁ ACKNOWLEDGI	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLOGIZAL) S.S.			
BEFORE ME, a Notary Publ	AMBON : , RIZA:. ic for and in Antipolo City, p	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
EDWIN B. RIVERA	TIN NO. 428-018-900		

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 Ymares School Fuildings at Lagundi Elementery School, Ergy. Lagundi, Norong, Rizal

WITNESS MY HAND AND SEAL this	day of	JAN 16 MM	at Rizal Provincial
Capitol, Antipolo City			

Page No. 374
Page No. 76
Book No 7
Series 20 24

NOTARY PUBLICATION

NOTARY PUBLICATION

For Angeno, Decomponen & Cardona

all in the Prioring Conference

Extended until June 39, 2022

By virtue of B.M. 3795, September 28, 2021)

FOR No. 17132074 / January 3, 27 2/ Rizal

Roll of Attorneys No. 60 2

INC. Livium Meaber No. 07 32 / Rizal

MGLE Compliance No. V. v007883



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 January, 2022

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 Sch. Bldg. at Talaga Elem.Sch., Sitio Talaga, Brgy. Mayhancal, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly your

REBECCA A. Y Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

12/20/2021 # 8



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

YAKALER CONSTRUCTION & SUPPLIE	S a sole proprie	torship/private corporation, duly
organized and existing under the laws of a	the Republic of the Philippines	with principal place of business
and office address at horo Proprietor/President/General Manager,	EDWIN 6. RIVERA	of legal age. Filipino
citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Morony, Rizal ,	hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlatawigan Ordinance No. RPSB See. No. 10, s. 2021 namely:

Repair/Repainting of Ynames School Building at Talaga Elementary School, Eitio Yalaga, Brgy. Maybancal, 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 20 December 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 Four Handred Ninety-Bine Thousand Five Hundred Forty-Two Pesce 6 05/100 — (P. 1,499,542.05 —), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Forty-Five (45) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. RPSB Rev. No. 10, 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 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 hereby covenants to pay the CONTRACTOR the amount of PESOS One Nillion Four Bundred Ninety-Nine Thousand Five Bundred Forty-Two Pesos (P_1,499,542.05), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works talless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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



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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Forty-Nine Thousand Eight Hundred Sixty-Two Peeos & 62/100 (P 449,862.62)

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

- 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 inquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the unusual 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 satisty, 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;
- P
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. 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 buder the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative, modes of disputes resolution

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

1551 00000	e parties have hereunto signed tipolo City.	I this Agreement th	is day of
YAKALER CONSTRUCTION & SUPPLI Entity/Firm/Corporation	ES RIZAL PR	OVINCIAL GOVE	RNMENT
By: EDWIN E PIVERA Proprietor/Manager/President	By:	SBECCA A. YNAR Governor	ies_
LOLITA B. DE GUZMAN	WITNESSES N	IA. VICTORING.	TEJAĐA
NOT	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO GIFYL S.S. BEFORE MF, a Notary Public	for and in Antipolo City, per	sonally appeared th	e fallowing
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Madila
EDMIN O. RIVERA	TIN NO. 428-018-900		
All known to me and to me know acknowledgment that the same is their			

d present

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

Repair/Repainting of Youres School Building at Talage Flomentary School, Sitio Telega, Brgy. Maybencal, Morong, Rizal

WITNESS MY HAND AND SEAL this	day of 2 b 2022	at Rizal Provincial
Capitol, Antipolo City.	gay tri	, at Rezal Provided

Doc No. Page No Book No. Series 20 22

2022 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

26 January, 2022

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 of Six (6)- Seater Comfort Room for Rizal Provincial Hospital System
(RPHS) Casimiro A. Ynares, Sr. Memorial Hospital at Brgy. Burgos, 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 A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

1/28/27

12/20/2021 # 9

KNOW ALL MEN BY THESE PRESENTS:

Proprietor/President/General Manager.

CONTRACTOR, WITNESSETH, That,

citizen, single/married, resident of

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7160, with se	FRIZAL, a local government unit, duly organized and eas of government at the Rizal Provincial Capitol, San Roque, Antipolo City, represented in this act by it herein referred to as the PROVINCE; and
CSGER CONSTRUCTION CORPORATION	, a sole proprietorship/private corporation, duly
	die of the Philippines, with principal place of business and herein represented by its

CARLOS GERONIMO

Rizal

of legal age. Filipino

hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlahawigan Ordinance No. 40, s. 2021 namely;

Rodriguez,

Construction of Six (6)-Sester Comfort Room for Rizal Provincial Hospital System (RPHS) Casimiro A. Ynares, Sr. Memorial Hospital at Brgy. Burgos, Rodriguez, 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 20 December 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 One Thousand One Hundred Hinety-Seven Pesos & 84/100 (P1.901.197.84), 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 One Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 40, *. 2021
 - b. Certificate of Availability of Funds
 - 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
 - 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;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Coe Million Nine Fundred One Thousand One Hundred Rinety-Seven Pesos 4 84/100 (P 1,901,197.64). 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 Seventy Thousand Three Hundred Fifty-Nine Pesos 4 35/100 (P 570, 359.35)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support therein 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."

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

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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 γ 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.

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the appropriate court of the City of Ar	or suit out of the implemental oppole, with the exclusion of		itt, snær betong to
IN WITNESS WHEREOF, it	ne parties have hereunto signo ntipolo City.	ed this Agreement th	is day of
CSGER CONSTRUCTION CORPORAT	TION DIZAL N	ROVINCIAL GOVE	DAIMENT
Entity/Firm/Corporation	KIZAL PI	KOVINCIAL GOVE	KANENI
0000		· ·	
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CAKLOS GERONINO	R	EBECCA A. YNAF	UES
Proprietor/Manager/President		Governor /	7
PRI	WITNESSES	./	
LOLITA'B. DE GUZMAN	N I	MA. VICTORIAB.	TEJAĐA
/			
FON	TARIAL ACKNOWLEDGE	LENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.		_	
BEFORE ME, a Notary Publi	in for end in Anticola City or		+ following
HETORE SIE, a Notary Fuoi	ic for said in Adiripoto City, pe	arsonany appeared to	e lottownik
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
CARLOS GERONIMO	TIN NO. 009-082-732		-
All known to me and to me knowledgment that the same is their present. This instrument, consisting of	free voluntary act and deed a filter (3) pages including the	s well as the entity the is page wherein this	at they respectively acknowledgment is
written and has been signed by the part		-	1976
Construction of Six (6)-Sest (RPHS) Casimiro A. Ynsres, Si Rizal	er Comfort Soom for Ri . Memorial Hospital a	zel Provinciel i t Brgy. Burgos,	Rodrigues,
WITNESS MY RAND AND S Capitol, Antipolo City (SEAL this day of	at Riz	al Provincial
Doc No. 399			ml
Page No. 77		NAME OF THE PARTY	ATOS
Book No. 2		NOTARY P	BLIC & Cardona DVINGE OF RIZAL
Series 20 <u>27</u>		(by virtue of S.M. 3 Adm. 1 372 No. 1713207	nill June 30, 2022 795, September 28, 2023; Astor 19-006 I : January 3, 2022 Rizel orneys No. 69280 mber No. 015532 Rizel



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

26 January, 2022

MR. REYNALDO SAN LUIS PEREZ PERSAN CONSTRUCTION, INC. Quezon City

Dear Mr. Perez:

The attached Contract Agreement having been approved, notice is hereby given to PERSAN CONSTRUCTION, INC. that work may proceed on the Improvement of Daang Bakal Road (GSIS), 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 AD

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

1/28/202

REYNALDO SAN LUIS PEREZ

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
PERSAN CONSTRUCTION, INCORPORATED, 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 Sts. Neris, Bulscan, and herein represented by its Proprietor/President/General Manager, REYNALDO PEREZ, of legal age, Filipino citizen, single/married, resident of Sts. Neris, Bulscan, hereinafter referred to as the CONTRACTOR. WITNESSETH. That
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggunung Panlalawigan Ordinance No. 23, 8, 2021 namely:
Improvement of Deems, Sekel Board (GSIS), Sen Meteo, Bizel
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 20 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 Fifty Hillion Eight Hundred Twenty Thousand Nine Bundred Seventy-Two Pesos 5 27/100 (P 50,820,972.27), Philippine Currency.
consideration of the amount of Fifty Million Eight Hundred Twenty Thousand Nine

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a. SP Ordinance No. 23, s. 2021

and incorporated herein by way of reference, namely.

- 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

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

- b. 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 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 Fifty Million Eight hundred Twenty Thousand Mine Hundred Seventy-Two Pesos 27/100 (P.50,820,972.27), 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;

- 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 Fifteen Million Two Hundred Forty-Six Thousand Two Hundred Ninety-One Pesos & 68/100 (P_15,246,291.05)

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in cuse 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;
- 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 [6] to resort to other alternative modes of disputes resolution

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and us 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 Ant IN WITNESS WHEREOF, the at Ant	•		isday of
PERSAN CONSTRUCTION, INCORPORA	TED RIZAL PR	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
Ву:	By:	4	
REYNALDO PEREZ	RI	EBECCA A. YNAI	RES
Proprietor/Manager/President		Governor /	
1884	WITNESSES	0	
LOLIFA B. DE GUZMAN	N	ia. VICTORIX B.	TEJADA
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REPUBLIC OF THE PHILIPPINES)			
ANTIPOLO CITY) S.S.	11th Otto hanne		
	GOONO, NIZAL		C. N
BEFORE ME, a Notary Public	for and in Antipolo City, per	would abbeared in	e tollowing
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. PR239281A	August 5, 2028	Manila
REYNALDO PEREZ	TIN NO. 103-977-081		
All known to me and to me kno acknowledgment that the same is their t present			
This instrument, consisting of written and has been signed by the particular transfer and has been signed by the partic			
Improvement of Desig Bek	el Roed (GSIS), Sen Me	teo, Rizel	
WITNESS MY HAND AND S Capitol, Antipolo City	EAU thisday of	in 26 2022 at Raz	al Provincial
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