

## OFFICE OF THE GOVERNOR

## NOTICE TO PROCEED

05 August, 2022

MS. MARILOU G. LAURIO OLYMPUS MINING & BUILDERS GROUP PHILS, CORP. Mandaluyong City

Dear Ms. Laurio:

The attached Contract Agreement having been approved, notice is hereby given to OLYMPUS MINING & RUILDERS GROUP PHILS, CORP, that work may proceed on the Construction of Retaining Wall (Stope Protection) at the Provincial Satellite Auditing Office (PSAO) - Rical, at Sitio Cabading, Brgy. Indrawan, Antipolo, City effective on the day you received this Notice to Proceed.

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

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

Very truly yours. RICCI A. Y Governor

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

MARILOU G. LAURIO

06/28/2022 # 01

#### 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 S1., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, NINA RICCI A. YNARES, herein referred to as the PROVINCE; and OLYMPED MININGAD BUILDERS GROUP PHILS.

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. **05**, **2022** Damely:

Construction of Retaining Wall (Slope Protection) at the Provincial Satellite Auditing Office (PSAO)-Rizal at Sitio Cabading, Brgy. Inerawan, Antipolo City

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>June 28, 2022</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Nine Million Nine Hundred Twenty-Nine Thousand Five</u> <u>Hundred Six Pesce 558/100</u> (P 9,929,506,58), 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 <u>One Hundred Twenty</u> (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid 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.05, s. 2022
- b. Certificate of Availability of Funds
- e. 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 bidden/s two (2) hidding envelopes
- b. 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 Nine Million Nine Hundred Twenty-Nine Thousand Five Hundred Six Pesos &

58/100 (P 9, 929, 506, 58), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreentent as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Million Nine Hundred Seventy-Eight Thousand Eight Hundred Fifty-One Pesos & 97/100 (P 2,978,851.97)) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter refized 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 satisfies 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 perturnent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement things 0.5.2022 day of at Antipolo City.

OLYMPUS MINING AND BUILDERS GROUPHILS. CORPORATION	RIZAL PROVINCIAL GOVERNMENT
Entity/Firm/Corporation	
By: Malauno	By: Dy
MARILOU C. LAURIO	NDA RICCEA, YNARES
Proprietor/Manager/President	Governor
1884	WITNESSES
LOLITA B DE GUZMAN	MA. VICTORIAB. TEJADA
NOTABI	AL ACKNOWLEDGMENT
10100	ALACRICI DESCRIPTION
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIPYIgono, Rizal) S.S.	

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

Name/Entity		Valid ID Presented	oteC	Place
HON NINA RICCI A. YNA	RES	Разарол № Р7689056В	September 24, 2031	Manila
MARILOU G. LAURIO	TIN NO.	010-240-691		

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

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

Construction of Retwining Wall (Slope Protection) at the Provincial Satellite Auditing Office (PSAO)-Rizal at Sitio Cabading, Brgy. Inerawan, Antipola City

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_day of AUG 0 5 2022 \_\_\_\_\_ at Rizal Provinsitiat at Capitol, Autopolo City.

Doc No.	13	
Page No.	4	
Book No	1	
Senes 20	22.	

ATTY, ANNA SEARIE L. SANTOS NOTARY PUBLIC for Argeno, Binargenan & Cardona all in the PROVINCE OF RIZAL Velid until December 31, 2023 Adm. Metter 22-002 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifelime Nember No. 018032 / Rizal MCLE Compliance No. VI-0007883



# OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

05 August, 2022

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

Dear Mr. Mantapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Asphalt Overlaying/Concrete Reblocking at M. Oja Road at Brgy, Mahabang Parang, Manicipality of 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, NINA RICCI A. YNARES Governor 17 ñ

I acknowledge receipt of this Notice on-

Authorized Signature: Name of the Representative of the Bidder:

mg. 8,20 m JEAN PAOLO MOGUEL E. MANLAPIT

06/28/2022# 02

#### KNOW ALL MEN BY THESE PRESENTS:

#### This AGREEMENT made and entered into by and between:

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

L. EUSEBIO ACE DEVELOPMENT CORPORATION \_\_\_\_\_, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at \_\_\_\_\_\_\_, and berein represented by its Proprietor/President/General Manager, JUAN PAULO MIGUEL E. MANLAPIT of legal age, Filipino citizen, single/married, resident of \_\_\_\_\_\_\_, hereinafter referred to as the CONTRACTOR. WIINESSETH, That,

### Asphelt Overlaying/Concrete Reblocking at M. Oje Road at Brgy. Mahabang Parang, Municipality of Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Hid in a public bidding held last <u>June 28, 2022</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Eleven Million Six Hundred Ninety-Five Thousand</u> <u>Ninety-Seven Persos # 36/100</u> (P 11,695,097.36), 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 shalt be completed within One Hundred Forty (140) 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 berewith and incorporated herein by way of reference, namely:

a. SP Ordinance No. LGSF

- 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 winningbidder/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 Eleven Million Six Hundred Ninety-Five Thousand Ninety-Seven Peses & 36/100

(P11,695,097.36 ), 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 Three Million Five Hundred Eight Thousand Five Hundred Twenty-Nine Pesos & 21/100

(P\_3.508.529.21) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents,

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

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

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

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

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

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

 The CONTRACTOR shall assume all the risk is 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 2 to resort to other alternative modes of disputes resolution.

Without preputice 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 and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereinto signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ day of \_\_\_\_\_ day of

L	ELSEBIC ACE DEVELOPMENT CORPORATION	RIZA	I. PROVINCIAL GOVERNMENT
	Entity/Firm/Corporation By:	By:	2/
	JUAN PAULO MIGUEL E. MANLAPIT Proprietor/Manager/President		NINA RICCIA. YNARES Goverbor
	ALL WITH	ESSES	
	LOLITAD. DEGUZMAN		MA, VICTOR <b>IA B.</b> FEJADA
	NOTARIAL ACK	NOWLEE	GMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CATAONO, Rizal ) S.S.

BEFORE ME, a Notary Public for and 199111 polo City, personally appeared the following.

Name/Entity	Valid ID Presented	Date	Place
HON NINA RICCLA YNARES	Passport No. P7689056B	September 24, 2031	Munila
JUAN PAULO MIGUEL E. MANLAPIT	TIN NO. 000-159-917		

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

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

Asphalt Overlaying/Concrete Reblocking at M. Oja Road at Brgy. Mehabang Parang, Municipality of Binangonan, Rizel

WITNESS MY HAND AND SEAL dus AUG 0 5 2022 of \_\_\_\_\_\_

Doc No. Page No. Book No. Series 20 22

CANTOS for Ar Valid until December 31, 2023 Adm, Matter 22-002 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizat IBP Lifetime Member No. 016632 / Rizal MCLE Compliance No. VI-0007843



# OFFICE OF THE GOVERNOR

## NOTICE TO PROCEED

05 August, 2022

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Improvement/Asphalt Overlaying (partion) of Road at P. Burgos Street at Brgy, Lunsad, Municipality of Binangonan, Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours, NINA RICCIA, Y Governor

l acknowledge receipt of this Nutice on:

Authorized Signature: Name of the Representative of the Bidder

Ang. 8, 2014 FUAN PAOLO MIGUEL F. MANLAPIT

06/28/2022# 03

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

L. EUSEBIO ACE DEVELOPMENT CORPORATION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Pasig City** , and herein represented by its Proprietor/President/General Manager, JUAN PAILO MICHEL E. MANLAPIT of legal age, Filipino citizen, single/married, resident of **Pasig City** , hereinafter referred to as the CONTRACTOR. WITNESSETH, That

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggimung Pontalawigan Ordinance No Losp\_\_\_\_\_\_namely:

Improvement/Asphalt Overlaying (portion) of Roed at P. Burgos St. at Brgy. Lumsed, Municipality of Binangonan, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Rid in a public bidding held last <u>here 28, 2022</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid docusteuts, approved plans, program of works and specification in consideration of the amount of <u>Fight Million One Handred Sixty-Four Thousand Ninety-</u> <u>Nine Pesos 6 92/100</u> (P.8,164,099,92), 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 <u>Eighty</u> (a) calendar days, in accordance with the provisions of the Bid Documents, Approved Plaus, 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 Kules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated berein by way of reference, namely:

a. SP Ordinance No. LCSF

- b. Certificate of Availability of Funds
- Scope/Program of Work and Datailed 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. Addeada 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 Fight Million One Handred Sixtu-Four Thousand Ninety-Nine Pesos & 92/100

Eight Million One Hundred Sixty-Four Thousand Ninety-Nine Pesos & 92/100 (P8,164,099,92), 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 magner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Million Four Hundred Forty-Nine Thousand Two Hundred Twenty-Nine Pesos & 98/100 (P 2,449,229.98

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

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

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

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

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

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

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

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

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

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

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

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

15. Any and all 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 shalf be

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

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

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

IN WITNESS WHEREOF, the parties have hereinto signed this Agreement and 0.5 2022 day of at Antipolo City.

By:

L. EUSEBIO ACE DEVELOPMENT CORPORATION Entity/Firm/Corporation By: JUAN PAULO MIGUEL E. MANLAPIT Proprietor/Manager/President LOLITA'B. DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

NINA RICCI A. YNARES Governor

WITNESSES

MA. VICTORIA B. TEJADA

### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITXngono, Riza) S.S.

BEFORE ME, a Notary Public for and in Apppono Chy, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place	
HON NINA RICCLA YNARES	Passport No P7689056B	September 24, 2031	Manila	

JUAN PAULO MIGUEL E. MANLAPIT TIN NO. 000-159-917

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

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

Improvement/Asphalt Overlaying (portion) of Road at P. Burgos St. at Brgy .. Lunsad, Municipality of Binangonan, Rizal

WITNESS MY HAND AND	SEAL this AUG 0 5 2022 day of	, at Rizal Provincial
Capitol, Antipolo City		- di

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AFTY. ANNA MARIE L. SANTOS NOTARY PUBLIC the PROVINCE until December 31, Adm. Matter 22-0 Roll of Attorneys No. 89250 PTR No. 17132074 / January 3, 2022 / Riza 19P Lifetime Member No. 016832 / Rizak MCLE Compliance No. VI-0007683

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# OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

05 August, 2022

MR. JUAN PAOLO MIGUEL E. MANLAPET L. EUSEBIO ACE DEVELOPMENT CORP. Pasig Cuy

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to *L. EUSEBIO ACE DEVELOPMENT CORP.* that work may proceed on the *Asphalt Overlaying/Concrete Reblocking of Pitallo St., Brgy. Mahabang Parang, Binangonan, Rizal* effective on the day you received this Notice to Proceed.

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

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

ry truly yours. RICCI A. YN Governor

I acknowledge receipt of this Notice on:

Authorized Signature Name of the Representative of the Bidder:

Ang. 8, nor JUAN PAOLO NUGUEL E. MANLAPIT

06/28/20224 04

#### 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, NINA RECCI A, YNARES, herein referred to as the **PROVINCE**; and

L. EUSEBIO ACE DEVELOPMENT CORPORATION \_\_\_\_\_, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at \_\_\_\_\_\_\_\_, and herein represented by its Proprietor/Presideot/General Manager, <u>JUAN PAULO MICUFI, P. MANLAPIT</u> of legal age, Filipino citizen, single/married, resident of \_\_\_\_\_\_\_\_, bereinafter referred to as the CONTRACTOR, WIDNESSETH, That.

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigan Ordinance No. LCU-Perig Financial Grant namely:

Asphalt Overlaying/Concrete Reblocking of Pitello St., Brgy. Mehabang Pereng, Binengonen, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding hold last <u>June 28, 2022</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Two Hundred Eighty-Seven Thousand One <u>Hundred Seventy-Nine Pesos 6 35/100</u> (P 4,287,179.36), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within One Hundred (100) calendar days, in accordance with the provisions of the Bid Docaments, 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. LCU-Pesig Financial Grant

- 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 bidden/s two (2) bidding envelopes
- h. Bid Scenity
- 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 Four Million Two Hundred Eighty-Seven Thousend One Hundred Seventy-Nine

Perce 6 36/100 (P 4,287,179.36 ), 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 Million Two Hundred Eighty-Six Thousand One Hundred Fifty-Three Pesos & 81/100

(P 1,286,153.81 ) 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 berewith, 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 psyment 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 annunit of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

 Fhe 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 hereinaßer 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 Agroement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

• 2 \*

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

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

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

IN WEINESS WHEREOF, the parties have hereunto signed this Agreement the <u>6 0 5 2022</u> day of at Antipolo City.

EUSEBIO ACE DEVELOPMENT CORPOR Entity/Fint/Corporation	ATION RIZ	AL PROVINCIAL GOVER	NMENT
By M	By:	R	
JUAN PAULO MIGUEL E. MANLAPI Proprietor/Manager/President	T	NINA RICCI A. YNA Governor	RES
V lan	WTENESSES		
LOLITA B. DE GUZMAN		ма, уісторуа в. т	EJADA
( NOTA	RIAL ACKNOWLI	DGMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY Angono, Rizal) S.S.			
BEFORE ME, a Notary Public	for and in Angene C	Rizal iny, personally appeared the	following
Name/Entity	Valid ID Presente	d Date	Place
HON, NINA RICCI A. YNARES	Passport No. P768905	6B September 24, 2031	Manita
JUAN PAULO MIGUEL E. MANLAPIT	TIN NO. 000-159	-197	
All known to me and to me known and acknowledgment that the same is respectively present			
This instrument, consisting of t	hree (3) pages include	ng this page wherein this ac	knowledgen

This instrument, consisting of three (3) pages including this page wherein this acknowlodgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for Asphalt Overlaying/Concrete Reblocking of Pitello St., Brgy. Mehebang Parang. Binengonan, Rizel

WTINESS MY HAND AND SEAL this \_\_\_\_\_ Capitol, Antipolo City.

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day of AUG 0 5 2022 ... at Riza Provincia

ATTY: ANNIA MARIE L. SANTOS NOTARY PUBLIC for Angono, Binansanata, Cardona all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal

\*3\*



### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

05 August, 2022

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

Dear Mr. Ubiadas

The attached Contract Agreement having been approved, notice is hereby given to *KIT UBLADAS CONSTRUCTION CORP.* that work may proceed on the *Repair/Repainting of Vnares School Building at Bilibiran Elementary School, Brgy, Bilibiran, 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 m 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, NINA RICCIA, Y Governor

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

mg-8,2072

e and LAURO M. UBIADAS

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

KIT UBIADAS CONSTRUCTION CORPORATION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binengonan, Rizel</u>, and herein represented by its Proprietor/President/General Manager, <u>LAURO M. UBIADAS</u>, of legal age, Filipino eitizen, single/married, resident of <u>Binengonan, Rizel</u>, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Punialawigan Ordinance No. LGU-Posig Financial Grant namely:

Repair/Repainting of Ymares School Building at Bilibiran Elementary School, Brgy. Bilibiran, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>June 28, 2022</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Five Hundred Fifty-Five Thousand Fifty-Four Perce & 07/100 (P 4,555,054.07), Philippine Currency.

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

I. The whole works subject matter of this Agreement shall be completed within <u>One Hundred</u> (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. LGU-Pasig Financial Grant

- 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
- 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 Four Million Five Hundred Fifty-Five Thousand Fifty-Four Pesos & 07/100

(P 4,555,054.07), 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;  $\Box$ 

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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 One Million Three Hundred Sixty-Six Thousand Five Hundred Sixteen Pesos & 22/100

(P\_1,366,516.22) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

"All contracts exeruted in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cast of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's 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 PROVTNCE 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 Agroement 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

H

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this 5 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 stations 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.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement think 6 65 10 and of at Antipolo City.

Futity/Firm/Corporation	ORATION RIZA	L PROVINCIAL GOVERI	NMENT
By: LAURO M. UBLADAS Proprietor/Manager/President	By-	NINA RICCI A. YNAF	RES
LOLITA B. DE GUZMAN	WITNESSES	MA. VICTORIA B. T	EJADA
REPUBLIC OF THE PITILIPPINES)	ARIAL ACKNOWLEI	SGMENT	
ANTIPOLO CHingono, Rizal ) S.S BEFORE ME, a Notary Publi	c for and in gotipolica	y, personally appeared the	fatlowing
Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. 1976890361	B September 24, 2031	Manila

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

TIN NO. 008-410-689

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

Repair/Repainting of Ynares School Building at Bilibiran Elementary School, Brgy. Bilibiran, Binangonan, Rizal

WITNESS MY HAND AND SEAL this AUG 0 5 2022 day of \_\_\_\_\_, at Apageoria Bizal Capitol, Autopolo City.

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 Series 20 22

LAURO M. UBIADAS

ATTY: ANNA MARIE L. SANTOS NOTARY PUBLIC for Angoho/Bhenghillin & Cardona all in the PROVINCE OF RIZAL Valid until Becember 31, 2023 Adm. Matter 22-002 Roll of Atterneys No. 69250 PTR No. 17132074 / January 3, 2022 Rizal IBP Lifetime Member No. 01663: dizal MCLE Compliance No. 01663: dizal



# OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

05 August, 2022

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to *KIT UBIADAS CONSTRUCTION CORP.* that work may proceed on the *Construction of Hand Washing Facilities at Various Schools within the Province of 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, NINA RICCI A. YNARES A Governor Ш

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder.

Ang. 8,207 bara

LAURO M. UBIADAS

06/28/2022# 06

#### KNOW ALL MEN BY THESE PRESENTS:

#### This AGREEMENT made and emered into by and between:

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

KIT UBIADAS CONSTRUCTION CORPORATION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binengonan, Rizel , and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS , of legal age. Filipino citizen, single/married, resident of Binengonan, 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. LOP-Pasig Financial Grant namely:

Construction of Hend Weshing Fecilities at Verious Schools within the Province of Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>June 28, 2022</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Eighty-Four Thousand Eight Hundred Eighty-Eight Pesos 5 94/100 (P 2,084,888.94), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within One Hundred Seventy (170) 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. LCU-Pesig Finencial Grent
- b. Certificate of Availability of Funds
- e. 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 Sccurity
- 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 Two Million Eighty-Four Thousand Eight Hundred Eighty-Eight Pesos & 94/100 (P\_2,084,888.94), 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;  $\zeta_{\alpha}$ 

(P 625,466.68 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

• 7 •

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 (a to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this <u>AUS 8.5</u> day of at Antipolo City.

KIT UBLADAS CONSTRUCTION CORE Enuity/Firm/Corporation	ORATION RUZAL PE	KOVINCIAL GOVER	NMENT
By:	By:	ENA RECCIA. YNAI	RES
Proprietor/Manager/President	WITNESSES	Governor B.	EJAĐA
	DTARIAL ACKNOWLEDGN	tent	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITAngono, Rizal) S	S) .S.		
HEFORE ME, a Notary Pu	blic for and in Antipolo Rital IN	ersonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P768905638	September 24, 2031	Manila
LADIO N. URIADAS	TIN NO. 008-410-689		_

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

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

Construction of Hand Weshing Facilities at Various Schools within the Province of Rizal

WITNESS MY HAND AND SEAL this day of	AßgahöroRizabl
Capitol, Antipolo City.	and in the second
	ATTACANTA AND A AND A AND A

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Book No.		
Series 20	22	

ATTY ANNA MARIE L. SANTOS NOTARY PUBLIC for Angeno, Binangonan & Cardona all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002 Roll of Attempys No. 69250 PTR No. 17132074 / January 3, 2022 / Rir-1 IBP Lifetima Mamber No. 016632 / Rir-1 MCLE Compliance No. 10400780 (

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# OFFICE OF THE GOVERNOR

# NOTICE TO PROCEED

05 August, 2022

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

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to *TRANCOM ENGINEERING CONSTRUCTION* that work may proceed on the *Construction of 2-Storey, 4-Rooms Ynares School Building at Mahabang Parang Elementary School, Brgy. Mahabang Parang, Binangonan, Rizal* effective on the day you received this Notice to Proceed.

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

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

NINA RICCI A. VNARES

I acknowledge receipt of this Notice on-

Authorized Signature: Name of the Representative of the Bidder:

MAGNO

06/28/2022# 07

# CONTRACT AGREEMENT $\neg$

#### 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. NENA RICCIA. YNARES, herein referred to as the PROVINCE; and

TRANCOM ENGINEERING CONSTRUCTION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Taytay, Rizel and herein represented by its Proprietor/President/General Manager, DANILO MAGNO of legal age, Filipino citizen single/married, resident of Taytay, Rizel bereinafter referred to as the CONTRACTOR. WITNESSETH, That,

Construction of 2-storey, 4 rooms Yneres School Building at Mehabeng Pereng Elementery School, Brgy. Mehabeng Pereng, Binengonen, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>June 28, 2022</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Twelve Million Four hundred Ninety-Six Thousand Five fundred Seventeen Pesos & 52/100 (P 12,496,517.52), Philippine Currency.

R

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

I. The whole works subject matter of this Agreement shall be completed within One Hundred Ninety (190) 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 berewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. LCU-Pasig Financial Grant
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- Plans and Specifications.
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the 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
Twelve Million Four Hundred Ninety-S	ix Thousand Five Hundred Seventeen Pesos
\$ 52/100	(P 12,496,517,52 ), Philippine

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Million Seven Hundred Forty-Eight Thousand Nine Hundred Fifty-Five Pesos & 26/100

Nine Hundred Fifty-Five Pesos & 26/100 (P\_3,748,955.26) 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 sccurity 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 annual 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 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 Rides and Regulations, shall make the CONTRACTOR hable for evul liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have heretanto signed this Agreement thigh 0.5 2020 av of 🔤 at Antipolo City, :

TRANCLH ENGINEERING CONSTRUCTIO	N RIZAI	. PROVINCIAL GOVERNMENT
By Surf	By:	al
DAKILO MACHO Proprietor Manager/President		NINA RICCI A, YNARES GOVERNOT
181	WITNESSES	
LOLITA B. DE GUZMAN		ма, чістояна в, тејада
NOTAR	DAU ACKNOWLED	GMENT
REPUBLIC OF THE PHILIPPINES) ANITPOLO CITYOND, Rizal ) S.S.		
BEFORE ME, a Notary Public fo	or and in Antipope My	Richsonally appeared the following
Name/Entity	Valid ID Presented	Date Place

r ame/Enaly	Villid ID Presented	) Aard	Place
BON NINA RICCLA YNARES	Passport No. P7689056B	September 24, 2031	Manila
DANILO MAGNO	TIN NO. 130-861-254		

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

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

Construction of 2-storey, 4 rooms Yneres School Building at Mahabang Perang Elementary School, Brgy. Mehabang Parang, Binangonan, Rizal

W	TNESS MY HAND AND SI	EAU this AUG [] 5_706by of	at Ango Roy Rizal
Capitol, Ani	tipolo City.		-
Doc No.	6	ATTY. ANN	A MARIE L. SANTOS
Page No	3	NG ADDODO	TARY PUBLIC
Book No. Series 20	12	Madda are	PROVINCE OF RIZIS: BI December 31, 2023
		Ad	m. Matter 22-002
			Attorneys No. 2022 / Rizal 2074 / January 3, 2022 / Rizal Member No. 016632 / Rizal

P Lifetime Member No. 016632 / Rizat

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# OFFICE OF THE GOVERNOR

# NOTICE TO PROCEED

05 August, 2022

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Deat Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BLILDERS — that work may proceed on the Improvement/Concreting (portion) of Road at Pililla Public Market, Brgv. Bagumbayan, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES HGovernor

I acknowledge receipt of this Notice on.

Authorized Signature: Name of the Representative of the Bidder:

ma.S RENATO C. VILLAROMAN

06/28/20224 08

#### 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 COVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

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

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

Improvement/Concreting (portion) of Road at Pililla Public Market, Brgy, Bagumbayan, Pililla, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>June 28, 2022</u>, has accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following stundards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Two Hundred Fifty Thousand Five Hundred Forty Four Pesos and 95/100 (P4,250,544,95 \_\_), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within <u>Cne Hundred Forty</u> (140) 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. LOB Pasig Financial Grant

- 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 winningbidder/s two (2) bidding envelopes
- b. 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 Four Million Two Hundred Fifty Thousand Five Hundred Forty Four Faces and 95/100

Four Million Two Hundred Fifty Thousand Five Hundred Forty Four Fesos and 95/100 (P 4,250,544,95), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agroed 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 monoy 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 thus Agreement, the Contractor has posted the required performance security of PESOS One Million Two Hundred Seventy Five Thousand One Hundred Sixty Three Fecos and 49/100

(P 1,275,163,49 ) 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 berewith, 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 she 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 curcumstances."

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 my 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

\* 2 **\*** 

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this q'Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing Dto 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 and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

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

By:

Lard Builders Entity/Firm/Corporation By: Resato Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

A RICCI A. YNARES Governor

WITNESSES.

### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIANGONO, Rizal ) S.S.

LOLITA/B. DE GUZMAN

BEFORE ME, a Notary Public for and Angoneol Rizay, personally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON NINA RICCLA YNARES	Passport No. P7689056B	September 24, 2011	Manila
Renato Villareman	119-041-44B		

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

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

Improvement/Concreting (portion) of Road at Pililla Public Market, Brgy, Bagumbayan Pililla, Rizal

WITNESS MY HAND AND SEAL this AUG 0 5 2022 of \_\_\_\_\_\_ Angono, Rizal Capitol, Antipolo City

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Page No	H,	
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Series 20	22	

ATTY: ANNA MARIE L. SANTOB NOTARY PUBLIC for Angong, Binengonen & Cardona all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002 Roll of Attorneys No. 69250 PTR No. 17132074 / Jenuery 3, 2022 / Rizal NCLE Compliance No. VI-0007963



### OFFICE OF THE GOVERNOR

# NOTICE TO PROCEED

05 August, 2022

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORPORATION that work may proceed on the Improvement of Rizal Provincial Hospital System (RPHS) Casimira A. Vuares Sr. Memorial Hospital Building, Rrgv. Burgas, Radriguez, 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 traly yours, NINA RICCIA. Y Governor

I acknowledge receipt of this Notice on-

Authorized Signature; Name of the Representative of the Bidder:

CARLOS S. GERONIMO

06/28/2027# 09

#### KNOW ALL MEN BY THESE PRESENTS:

#### This AGREEMENT made and entered into by and between:

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

citizen construction corporation a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rodriguez, Pinal , and herein represented by its Proprietor/President/General Manager, <u>Carlos coronino</u> , of legal age, Filipino citizen, single/married, resident of <u>Rodrigues, Rizel</u> , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggumang Paulalawigan Ordinance No. 23, 5, 2021 uamely:

Isprovement of sizal . rovincial Sospital System (RPH3) Casimiro A. Ymares Dr. Semorial Scepital Building, Brgy. Burgon, Ridrigues, Rimal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>June 13, 2022</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Six Killicut Five Hundred Thirty Cne Thousand Ninety</u> Five Fesoe and 24/100 (P 6,531,095,24). Philippine Currency.

NOW, THEREFORE, for and in consideration of the fotegoing premises, the parties heretohereby agree as follows.

1. The whole works subject matter of this Agreement shall be completed within **Two liverity Twenty** (220) 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 Bulletons, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated berewith and incorporated berein by way of reference, namely:

- a. SP Ordinance No. 231 44 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
- b. 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 Six Million Five Hundred Thirty One Thousand Ninety Five Pesos and 24/100

(P 6.531.095.24). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOSine Million Nine Hundred Fifty Nine Thousand Three Hundred Twenty Eight Pesos and 57/100

(P\_1,959,328.57) 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 PROVENCE;

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 privision 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 curcumstances."

 The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and sufety, 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 hereinsiter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, fullure 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 (bereto: 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 9 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 fiable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement Auf <u>15</u> 2022 day of at Antipolo City.

By:

Builders

Entity/Firm/Corporation

By:

Carlos Geronimo

Proprietor/Manager/President

LOLITA B. DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

RICCI & YNARES Governor 🌢

WITNESSES

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIANGONO, Rizal ) S.S.

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

Name/Entity	Valid ID Presented	Date	Place
HON NINA RICCLA, YNARES	Passport No. P7689056B	September 24, 2031	Manila
Carlos Geronimo	110-841-096		

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgepent 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 bereof, refers to the Agreement for

Improvement of Rizel Provincial Sepital System (2750) Cocidino A. Indres Sr. Memorial Bospital Building, Brgy. Purgon, "odrigues, Misel

WITNESS MY HAND AND SEAL this AUG 05 WH day of	, at RISP PRVRISH
Capitol, Antipolo City	<u> </u>

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Series 20	22

ATTY: ANNA MARIE L. SANTOS NOTARY PUBLIC for Angene, Binonsonan & Cardona all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002 Roll of Attorneys No. 69250 TR No. 17132074 / January 3, 2022 / Rizal


### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

05 August, 2022

MS. MARIA TERESETA F. PAMINTUAN MJP CONSTRUCTION AND DEV'T CORP. Baras, Rizal

Dear Ms. Pamintuan:

The attached Contract Agreement having been approved, notice is hereby given to *MJP CONSTRUCTION AND DEPT. CORP.* that work may proceed on the *Concreting (portion) of Road at Sitio Maysawa, Brgs, Cayambay, Tanay, Rizal* effective on the day you received this Notice to Proceed.

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

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

very trajy yours, ICCI A. Y Governo

Lacknowledge receipt of this Notice on:

Aug. 8.2044

Authorized Signature: Name of the Representative of the Bidder

MARIA TERESITA F. PAMINTUAN

#### KNOW ALL MEN BY THESE PRESENTS:

#### This AGREEMENT made and entered into by and between:

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

MIP Construction and Development Corp., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Baras, Rizel, and herein represented by its Proprietor/President/General Manager, Maria Teresita F. Panintuan, of legal age, Filipino citizen, single/married, resident of Baras, Rizel, bereinafter referred to as the CONTRACTOR. WINESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalowigan Ordinance No. LOU Pasig Pinenoial Granthamely:

Concreting (portion) of Road at Mitio Maysawa, Brgy. Cuyenbay Tanay, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>June 28, 2022</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved pluns, program of works and specification in consideration of the amount of <u>Five Hillion Six Fundred Twenty Seven Thousand Four</u> <u>Hundred Sixty One Peace and 55/100</u> (P 5,627,461.55), Philippine Currency.

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

b The whole works subject matter of this Agreement shall be completed within <u>One if ndred Forty</u> (140) 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 berewith and incorporated berein by way of reference, namely:

- a. SP Ordinance No. 100 Fanis Financial Grant
- b Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- Plans and Specifications
- e. Construction Schodule
- 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 Balletin
- 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 Million Six Hundred Twenty Seven Thousand Four Rundred Sixty One Pesos

(P 5,627,461.55), 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 One Million fix Hundred Eighty Eight Thousand Two Hundred Thirty Eight Pesos and 47/100

(P<u>1.688.238.47</u>) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents,

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

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

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

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

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

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

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

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

12. The implementing miles 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 [D] 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 pertiment 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 Artipolo, with the exclusion of any other courts.

IN WTINESS WHEREOF, the parties have becennito signed this Agreement this \_\_\_\_\_\_ day of at Antipolo City.

MJP Construction and Development Entity/Firm/Corporation Corp.

Maria Teresita F. Pamintuan

Proprietor/Manager/President

By:

RIZAL PROVINCIAL GOVERNMENT

By: RICCIA, YNARES

Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY Angono, Rizals.s.

BEFORE ME, a Notary Public for and in Anipotocike Bersonally appeared the following

Name/Entity	Valid ID Presented	Date	Place
HON NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
Karia Teresita F. Pamintuan	213-504-783		

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

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

Concreting (portion) of Read at "itio Maysawa, Brgy, Ouyashay, Tanay, Rizal.

day of AUG 0.5 2022

WITNESS MY RAND AND SEAL das-Capitol, Antipolo City.

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Page No.	- 3	
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Series 20	22	

ATTY ANH SANTOS NOTARY PUBLI dm. Matter 22-Il of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal ISP Lifetime Member No. 016632 / Fizal

ARGONBCORAZELI

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### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

05 August, 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 Repair of Bahay Pag-Asa 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 comes in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours, NINA RICCIA, YI A Governor

I acknowledge receipt of this Notice on:

Authorized Signature. Name of the Representative of the Bidder:

RENATOR VILLAROMAN

ľ

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

<u>Ard Builders</u>, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Bares, Risel</u>, and herein represented by its Proprietor/President/General Manager, <u>Runeto Villaronan</u>, of legal age, Filipino citizen, single/married, resident of <u>Bares, Risel</u>, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that contain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 37, 5, 2021 namely.

Persir of Sabay Pog | ce.

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>June 28, 2022</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Une Million Sight Bundred Fifty Four Thousand One</u> <u>Hundred-Sixteen Pesos and 06/100</u> (P 1,854,116,05), 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 Bixty (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 Bid Bultetins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No 9184 and are integrated herewith and incorporated between by way of reference, namely:

- a. SP Ordinance No. 37, 5, 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
- Bidding Documents including all the documents/statements contained in the winning biddet/s two (2) bidding envelopes
- b. 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 <u>One Million Fight Hundred Fifty Four Thousand One Hundred Sixteen Pesos and</u> 06/100 (P\_1.854.116.06 ), 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 not 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 Five Hundred Fifty Six Thousand Two Hundred Thirty Four Pasce and 82/100

(P 556,234,82 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Bidding Documents;

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

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the 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 rescand or terminate the contract, without prejudice to other courses of action and remedies available under the curcumstances."

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

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

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

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

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

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

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

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

• 3 •

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

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

IN WITNESS WHEREOF, the parties have becaute signed this Agreement this AUG 0.5 2022 day of \_\_\_\_\_\_\_ at Antipolo City.

Lard Builders RIZAL PRO		L PROVINCIAL GOVERNMENT
By: Retat Fillarosen	Ву:	NIJA RICCLA, VNARES
Proprietor/Manager/President	WITNESSES	Governor MA. VICTORIA B. TEJADA
C NOTARI REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIANGONO, Rizal ) S.S.	IAL ACKNOWLEI	GMENT

BEFORE ME, a Notary Public for and inAnguita of River personally appeared the following

Name/Entity	Valid 1D Presented	Date	Рівсе
HON NINA RICCI A YNARES	Passport No. 17689056B	September 24, 2031	Manila
Senate Villercam	119-041-448	· · · · · · · · · · · · · · · · · · ·	-

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

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

Repoir of Bahay Fag Asa

WITNESS MY HAND AND SEAL this All 6 1 5 202 day of Capitol, Antipolo City		Angorid;r@iggial
c apricol, 70	apolo city	
Doc No	11	ATTY ANNA MARIE L SANTOS
Page No.	4	NOTARY PUBLIC
Book No.		for Angoout Birespotas Bi Cardona
Series 20	22.	ell in the PROVINCE OF RIZAL

Valid until December 31, 2023 Adm. Metter 22-002 Rell of Attorneys No. 69250 PTR Ne. 17132074 / January 3, 2022 / Rizal

32 / Rizal

**IBP Lifetime Member No.** 



### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

05 August, 2022

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to *KIT UBIADAS* CONSTRUCTION CORP. that work may proceed on the *Repair of Provincial Jail* 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, NINA RICCIA. Y & Governor

Lacknowledge receipt of this Notice on:

Authorized Signature. Name of the Representative of the Bidder:

MM4 8.26 72

e.e. LAURO M. UBIADAS

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

<u>Kit Ubladas Construction Corporation</u>, a sole proprietorship/private conporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binangonan</u>, Rizal, and herein represented by its Proprietor/President/General Manager, <u>Lauro M. Ublodas</u>, of legal age, Filipino citizen, single/maried, resident of <u>Binangonan</u>, Rizal, bereinafter referred to as the CONTRACTOR. WINFSSETH, That.

WIEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlolawigan Ordinance No. 37, 34 2021 namely:

Sepair of Provincial Jail

La

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>June 28, 2022</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>One Sillion Seven fundred Seven Thousand Six fundred</u> Forty Two Pesos and 55/100 (P 1,707, 642-55), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **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 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. 37, a. 2021
- h. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d Plans and Specifications
- Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- i. Addenda and Supplemental 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 Million Seven Hundred Seven Thousand Six Hundred Forty Two Fesoe and 55/100 (P 1\_2707\_042.25) ). Philippine

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

H.

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.

\* 7 \*

 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS\_ Five Hundred Twelve Thousand Two Hundred Ninety Two Fesos and 77/100

(P\_512,202.77) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or 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 bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

 The CONTRACTOR shall assume all the risk in connection with the completion of the atorementioned 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 ansing from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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 12 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 and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement that 6 0 5 2022 ay of \_\_\_\_\_\_\_at Antipolo City.

By

Mit Ublamas Construction Corp. Entity/Firm/Corporation

By: head Lauro H. Ubiadas

Proprietor/Manager/President

DE GUZMAN LOLITA

RIZĂU PROVINCIAL GOVERNMENT

ICCLA, YNARES Governor \*

WITNESSES

MA. VICTORIA B. TEJADA

Valid until December 31, 2023 Adm. Matter 22-002 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Riza<sup>1</sup> ISP Lifetima Mamber No. 016632 / Rizal

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITAngono, Rizal) S.S.

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

Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B 119-641-448	September 24, 2031	Manila

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

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

Repair of Provincial Jail.

	WITNESS MY HAN	D AND SEAL ANG 0 5 2022 day of	, at Rizal Provincial
Capitol,	Antipolo City.		
Doc No	4	ATTA	ANNA MARIE L. SANTOS
Page No	. 2	Alle	NOTARY PUBLIC
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### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

05 August, 2022

MR. PROCOPIO S. TORRES JR. PST CONSTRUCTION Antipolo City

Dear Mr. Torres.

The attached Contract Agreement having been approved, notice is hereby given to PST CONSTRUCTION that work may proceed on the Construction of 4-Storey, 8-Rooms Ynares School Building at Taresa Elementary School, Brgs. Dalig, Taresa, 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 touly yours, RICCI A. YNARES **h**Governor

I acknowledge receipt of this Notice on.

Authorized Signature: Name of the Representative of the Bidder

Angl PROCOPIO'S, TORRES JR.

06/28/2022# 13

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

<u>Organized and existing under the laws of the Republic of the Philippmes, with principal place of business and office address at <u>Antipolo City, Risel</u>, and herein represented by its Proprietor/President/Cieneral Manager. <u>Procopio Torres, Jr.</u>, of legal age, Filipino citizen, single/married, resident of <u>Antipolo City, Hisel</u>, hereinafter referred to as the CONTRACTOR. WIINESSETH, That,</u>

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

Construction of 4 storey, 8 rooms Ynares School Building at Teresa. Slementary School, Brgy. Dolig Teresa, Rizal

WHERBAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>June 28 1 2022</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Thirty Million One Hundred Forty Five Thousand One</u> <u>Hundred Seventeen Fosce and 85/100</u> (P 30,145,117.85), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within <u>Two Hundred Pifty</u> (250) calendar days, in accordance with the provisions of the Bid Docaments, 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. Law Fasig Financial Grant
- 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

 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 Thirty Million One Hundred Forty Five Thousand One Mandred Seventeen Pesoe and 85/100 (P 30,145,117.85), Philippine

and 85/100 (P 20,142,117.02), Philippine Currency, in consideration of the construction and only upon completion of the intrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Nine Million Forty Three Thousand Five Hundred</u> Thirty Five Pesce and 36/100

(P\_9\_043\_555\_36 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith in accordance with the Bidding Documents;

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

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

8. The provision of Republic Act No. 9)84, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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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;

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

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

IN WTINESS WHEREOF, the parties have hereanto signed this Agreement this at Antipolo City.

By:

m/Corporation Entity/ B Procopio Torres, Jr. Proprietor/Manager/President

LOLITA E GUZMAN

RIZÄL PROVINCIAL GOVERNMENT

ICCIA, YNARES Governor

WITNESSES

B. TEJADA MA. VICTORI

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CAngono, Rizal 15.5.

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

Name/Entity	Valid ID Presented	Date	Place
HON NINA RICCLA YNARES	Passport No. P7689056B	September 24, 2031	Manila
Proceeds Torres. Jr.	213-446-892		

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

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

Construction of 4 storey, 8 rooms Ynares 5shool Building at Teresa Elen. School, Brgy, Dalig, Teresa, Rizal

WTINESS MY HAND AND SEAL this AUG 0 5 2022 ay of aPREAPProvadial Capitol, Antipolo City.

Doe No  $\mathbf{O}$ Page No 00 Book No. ÓI. Series 20 22

Y ANNA MARIE L. SANTOS NOTARY PUSLIC for Ang ell in the FROV HZAL Valid until Decamber 31, 2023 Adm. Matter 22-002 Roll of Atterneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal ISP Lifetime Member No. 016632 / Riza) MCLE Compliance No. VI-0007883