

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

MR. JUAN PAOLO MIGUEL E. MANLAPIT I.. 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 Asphalt Overlaying / Concrete Reblocking at Brgy. San Pedro, Angono. Rizal effective on the day you received this Notice to Proceed.

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

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

Very fruly yours,

NIN RICCI A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

9.13 1011

TUAN PAOLO MIGUEL E. MANLAPIT

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This ACKEEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duly organic and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capit Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
L. Bassicio nea Development Corp. , a sole proprietorship/private corporation, d
organized and existing under the laws of the Republic of the Philippines, with principal place of busin and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sunggumang Panlalawagan Ordinance No. 107, 24, 25, 25, 25, 25, 25, 25, 25, 25, 25, 25
aphilt Congleying/Concrete Poblocking at Ergy. Sac Dedro, Assons, Risol
bid in a public bidding held last
I The whole works subject matter of this Agreement shall be completed with the provisions of the Documents, Approved Plans, Program of Works and Specifications. General and Special Condition. Contract, Supplemental or Bid Hulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integral herewith and incorporated berein by way of reference, namely:
a SP Ordinance No <u>07 a BOD</u> . 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

Redding Documents including all the documents/statements contained in the winning

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

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;

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

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

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

bidden's two (2) bidding cavelopes

Addenda and Supplemental Bulletin

Bid Security

of this Agreement in conformity with the province of the Contract;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Million Three Hundred Fifty Five Thousand Three Hundred Minety Two Pesos and 17/100
- (P 2 325 292 17 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

L. Mucabio ce pavelorment Corp.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By

Juan . ulo /igu F. Loulapit Proprietor/Manager/President

By:

WITNESSES

LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLOACITORO, Rizal) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

, at Rigal Provincial a

HON, NINA RICCLA, YNARES

Passport No. P7689056B

September 24, 2031

Juan Faulo Miguel P. Manlapit 000-159-917

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.

Amphalt Overlaying/Concrete S.blocking at Srgy. Ger. Fedro, angono. SEP 12 2022

WITNESS MY HAND AND SEAL this ...____day of Capitol, Antipolo City.

Doc No.: Page No Book No.

Series 20 32.

NOTARY FUEUG for Angona NOTARY PUBLI all in the PR Valld unat Dutomble

Y. ANNA MARIE L. SANTOS

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

IBP Lifetime Member No. 016632 / Rizal MCLE Compliance No. VI-0007883



Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Improvement of Ynares Multi-Purpose Building at Brgy. San Isidro Angono, Rizal and Brgy. Bangad, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCIA. YNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

d.12. 1052

OLIVER O. AQUINO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws or and office address at Binana	a sole proprietorship/private corporation, duly f the Republic of the Philippines, with principal place of business and herein represented by its
Proprietor/President/Ocueral Manager, citizen single/married, resident of	onen, Rizal , and herein represented by its cliver squino , of legal age, Filipino Financonum, sizal , hereinsfler referred to as the
WHEREAS, the PROVINCE diputsment of the Sangguntang Panlalawij	eclares that certain infrastructure works should be constructed in gan Ordinance No
improvement of Theres .	ulticurpose building at Brgy. Can Isidro. Dangad, Simengonea, Fizal
to undertake the above said infrastructur Bid in a public bidding held last^u	OR, warranting that it has the financial and, technical competence re works, has been declared as the Lowest Calculated Responsive use 9, 2022, has accepted and binds itself to undertake
the construction and completion of the	above said infrastructure works strictly in accordance with the

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

), Philippine Currency.

1. The whole works subject matter of this Agreement shall be completed within tixty subt (68) calendar days, in accordance with the provisions of the Bid (68) 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. 07, a. 2022
- b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- Construction Schedule
- Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s (wo (2) hidding envelopes:
- b. Bid Security
- Addenda and Supplemental Bulletin.
- Notice of Award of Contract and the Contractor's Conformity thereto.

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine munored seventy rive Thousand Six Hundred Four Pesos and E9/100

(P ?? , x4,23 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Binety Two Thousand Sin Hundred Bighty One Pesos and 29/100
- (P_292,681,29) 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;
- 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 IRIR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed partion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescript 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 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

OF.

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

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

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

IN WITNESS WITEREOF, the parties have hereunto signed this Agreement this SEP 1 2377 day of at Antipolo City.

Oliver wine Construction

Entity/Firm/Corporation

By:

Cliver Suing Proprietor/Manuger/President RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON NINA RICCLA, YNARUS

Passport No. P7689056B

September 24, 2031 Manil

Chiver Quino

152-711-209

All known to me and to me known to be the same person/s who executed the foregoing assirument and acknowledgment that the same is their free voluntary act and deed as well us 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 kereof, refers to the Agreement for:

Improvement of Theres Eultipurpose building at Preys ser Isidro Injono, Risel and Brey, Sangad, Binongomen, Risel

WITNESS MY HAND AND SEAL the SEP 12 2022ay of Capitol, Antopolo City

, ot Rizal Provincial

Doc No. 58
Page No. 13
Book No. 1
Series 20 22.

ATTY. ANNA MARIE L. SANTOS

NOVOTARY PUBLIC

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

Valid until December 31, 2023

Add. Matter 22-002

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



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED.

12 September, 2022

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Improvement of 2-Storey Ynares Multi-Purpose Building (Brgy. Hall) Brgy. San Vicente, Angono, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES
Governor L

I acknowledge receipt of this Notice on:

9-12-2022

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER O. AQUINO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered it	nto by and between:
and existing under Republic Act No. 7160, w Circumferential Road corner P. Oliveros St., Br	OF RIZAL, a local government unit, duly organized oith seat of government at the Rizal Provincial Capitol, rgy. San Roque, Antipolo City, represented in this act by ARES, herein referred to as the PROVINCE; and
Cliver quies Construction,	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Re and office address at -100.000 a.	public of the Philippines, with principal place of business Fig. 1 , and herein represented by its of legal age. Filipino onen, Rigal , hereinafter referred to as the
	that certain infrastructure works should be constructed in Imance Nonamely:
Suprement of Paterny Xuares Sign. Den Visante, Adgmes, Ric	. Multipurpose Futiding (Srey. Sall)
to undertake the above said infrastructure works. Bid in a public hidding held lastO	ranting that it has the financial and, technical competences, has been declared as the Lowest Calculated Responsive that the Lowest Calculated Responsive that the last accepted and binds itself to undertake said infrastructure works strictly in accordance with the ents, approved plans, program of works and specification (P 1, 1, 1, 2, 2, 3), Philippine Currency.
1. The whole works subject mat Leventy (76) cale Documents, Approved Plans, Program of World	sideration of the foregoing premises, the parties hereto ter of this Agreement shall be completed within adar days, in accordance with the provisions of the Bio ks and Specifications, General and Special Conditions of
 Contract, Supplemental or Bid Bulletins, if ar 	ny, and supporting/related documents as required by the plations of Republic Act No. 9184 and are integrated
a SP Ordinance No. 07, no. 2022	
 b. Certificate of Availability of Funds 	
c. Scope/Program of Work and Detaile	ed Estrinate
d. Plans and Specifications c. Construction Schedule	
f. Request for Expression of Interest	
 Bidding Documents including all the 	e documents/statements contained in the winning
bidder/s two (2) bidding envelopes	

i Addenda and Supplemental Bulletin

b. Bid Security

- 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 Care Million, forty Thousand Fix: Harared Ninety From Feature and 28,1661

 (P 1,040,604,28), Philippine
 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Two Paragraph Two Bundred Eight Feson and 28/100
- (P________) 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 embedied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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 liquidured 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 resent or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be







referred thereto: The process of arbitration under the foregoing law shall be assumed part of this $\frac{1}{2}$. Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing $\frac{1}{2}$ to resort to other alternative modes of disputes resolution.

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

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

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

Cliver aguino Construction
Entity/Firm/Corporation

огрогаціол

By:

liver Line

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

Bv:

NINA RICCI A. YNARES

WITHESSES

LOLIVA BADE GUZMAN

MA. VICTORIA B, TEJADA

Place

Manila

at Rizar Provincial

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY/gong, Rizar) S.S.

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

Name/Entity Valid ID Presented Date

HON NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031

Cliver Levino 190-241-254

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

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

Improvement of 7 storey Yaares Bultipurpose Building (Ergy. Lall) bray. In Vicente, Injune, Faz-1

WITNESS MY HAND AND SEAL this SEP 12 2022 ay of _______
Capitol, Antipolo City.

ATTY ANNA MARIE L. SANTOS

for Angono, NOTARY PUBLICA all in the PROVINCE OF RIZAL

Valid until December 31, 2023 Adm. Matter 22-002

Rall c/ Attorneys No. 62250

Page No. 14 Book No. 1 Series 20 22

Dec No. 64



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

MR. GERALD KENN SJ. BILOG GKB BUILDERS Morong, Rizal

Dear Mr. Bilog:

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

Installation of Electrical Lightings System of 10x24m Ynares Multi-Purpose

Covered Court at Boras Senior High School, Sitio Rumagutt Brgy. San Juan, Baras, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

NINA RIČCI A. YNARES Governor

Lacknowledge receipt of this Notice on:

9-12-7-12

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONTRACT AGREEMENT A

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 organize and existing under Republic Act No. 7160, with sear of government at the Rizal Provincial Capit Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON, NINA RICCI A. YNARES, herein referred to as the PROVENCE; and	ol,
a sole proprietorship/private corporation. de organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Morong Rigal , and herein represented by Proprietor/President/General Manager, Gerald Kenn J. Bilog , of legal age. Filipicitizen, single/married, resident of Horong Rigal , lectinafter referred to as CONTRACTOR. WIENESSETH, That,	355 ils 110
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 27, 94, 2022 namely:	in
Installation of lectrical Lightings 'yetem of 10x2'm Theres Multi- rurpore Covered Court of Borne Senior Rich School, Stie Amaguit, Brgy. Day June, Bree, Maal	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competer to undertake the above said infrastructure works, has been declared as the Lowest Calculated Response Bid in a public bidding held last	ke the
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:	cto
1. The whole works subject maner of this Agreement shall be completed with ixteen (3id of the
a SP Ordinance No 67, s. 2022	
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) hidding envelopes b. Bid Security	
i. Addenda and Supplemental Bulletin	
 Notice of Award of Contract and the Contractor's Conformity thereto 	
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subjoif this Agreement in conformity with the province of the Contract; 	the
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PES	OS
Chang Dandend With Savan Thomsand Six Sundred Ninety Dive Fouce and 40/10.	0

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 Hundred Seven Thousand Three Hundred Light Pesos and 54/100

(P_407, 308, 51) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period.
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and. maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 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 reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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





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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this EP 12 2007 day of at Antipolo City, RIZAL PROVINCIAL GOVERNMENT 3 Deilders Entity/Firm/Corporation By: RICCI A. YNARES Proprietor/Manager/President WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

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

Place Name/Entity Valid 1D Presented Oate Passport No. P7689056B September 24, 2031 HON NINA RICCLA YNARES. Manda ereld tenn J. Biles 159-517-523

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	
written and has been signed by the parties hereto in each and eve	ry page hereof, refers to the Agreement for
Installation of Sleatrical Ministra of Covered court at Summe Senior Sight Short, St.	io descrit, Bray. Sen Juan,
WITNESS MY HAND AND SEAL this SEP 17 2022,	of at RIZAPPSviRelati
Capitol, Antipolo City.	
D∞ No. <u>₹</u> J	ATTY ANNA MARIE L. SANTOS
Page No. 1	NOTARY PUBLIC NOTARY PUBLICARIA
Senes 20 20	and the province of the
	Vale one determent is \$123 Auto i that II 522
	PTR No. 17 (w03/4) 321 207 (9 2002 / Riza)
	trial prima (dambar lya Giddy2 / Riza)



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to
YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the
Improvement of School Drainage System at Lunsad Elem. School, Brgy. Lunsad, 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

I acknowledge receipt of this Notice on:

01-13-2002

Authorized Signature:

Name of the Representative of the Bidder:

EDWIN'B. RIVERA

CONTRACT AGREEMENT <

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT mode and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local and existing under Republic Act No. 7160, with suat of government Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipo its GOVERNOR, HON. NINA RICCIA, YNARES, herein referred to	at the Rizal Provincial Capitol. to City, represented in this act by
organized and existing under the laws of the Republic of the Philippine	ctorship/private corporation, duly
Proprietor/President/General Manager. Edwin B. Sivera citizen, single/married, resident of Edwin B. Sivera CONTRACTOR, WITNESSETH, That,	of legal age, Filipino

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sunggunuang Punlulawigan Ordinance No. 97, 5, 2022 namely:

Improvement of School Drainings System at Lensed Elem. School, Ergy. Junese, Financenes, Final

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 several light (73) 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. 07, 5, 620
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - 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 laster 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 red little two undered Patrix Fire Thousand sint White Fire Province and 37/1.0 (P. 1.235.934.37). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;





- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Sundred Seventy Thousand Seven Sundred -2 -1 ty -es-y -d 31/400
-) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto 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 coursest of action and remedies available under the circumstances."

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

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the 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 eases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipoto, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement the 12 2022 gy of at Antipolo City. Yakuler const. and out lies RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Proprietor/Manager/President WITNESSES

NOTARIAL ACKNOWLEDGMENT

MA, VICTORIA B. TEJADA

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

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

Place Valid ID Presented Date Name/Entity HON, NINA RICCLA, YNARES Pasaport No. P7689056B September 24, 2031 Manila Advin b. Myera 428-010-900

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

This instrument, consisting of three (3) pages 1	
written and has been signed by the parties hereto in each a	ind every page hereof, refers to the Agreement
Improvement of school brain a west	er 't Lunard lema School, Brey.
Lamand, Binangenen, Binal	
SEP 12	IUII
WITNESS MY HAND AND SEAL this	isy of, at Riza Provincial
Capitol, Antipolo City	
Doc No. (a)	ATTY, ANNA MARIE L. SANTOS
Page No 14	NOTARY PUBLIC
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Series 20 22.	at in the PROVINCE OF RIZAL
201103 20	Valid (et) (20cc mater 01, 2020)
	/ h.11.07 21.002
	Roll of Altomaya No. 69250



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

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

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to
L.L. MARRON CONSTRUCTION & TRADING that work may proceed on the
Repair / Repointing of Ynares Multi-Purpose Covered Court at Brgy. Bangad, Binangonan, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES
Governor 6 M

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

01-B-2024

LAURA L. MARRON

CONTRACT AGREEMENT 6

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This AGREEMENT made and entered into by and between.
The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by
its GOVERNOR, HON, NINA RICCI A, YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at
Proprietor/President/General Manager, Later 1, Manager , of legal age. Filipino
citizen, single/married, resident of Diagram, Right, hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sanggamang Pandalowigan Ordinance No
Repolations Catting of Ynares Publishings Covered Court at Bray.
Barged, Binangersk, Rival
MILIOPLIAC sky (VOLLO) SCOVID and reading that is has the figurated and technical appropriately
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 by the first 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 Ode 82. 11cm = 1 put Thousand Fighty Seven Thousand Four Health Twenty Fedor and 80/100 (P 1.887. 40.80), Philippine Currency.
[Figure 1 may be and set too [Final printer (miche).
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties herete
hereby agree as follows:
to The control control control of this Assessment shall be especiated within
1. The whole works subject matter of this Agreement shall be completed within Eighty (So) calendar days, in accordance with the provisions of the Bio
Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of
Contract Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the
2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated
herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 07. A. 1.323
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
hidden's two (2) hidding cavelopes
h Bid Security i. Addenda and Supplemental Bulletin
J. Notice of Award of Contract and the Contractor's Conformity thereto
·
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;
of the Appendix in commentary which are profitted or the American
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESO

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;

1 Man

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Staty Six Thousand Two Hundred Swenty Sw

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 thereou.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Aubitration 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 α . Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any 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 P 12 2022 day of _____ at Antipolo City.

Entity/Firm/Corporation

By: By: By: NIN RICCI A. YNARES
Proprietor/Manager/President WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place

HON, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Manila

Laura L. Harron 236-010-376

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

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

WITNESS MY HAND AND SEAL this day of SEP 12 2022, at Rizal Provi

Page No 15 Book Nu. 1 Series 20 22 ATTY. ANNA MARIE L. SANTOS

NOVARY PUCATO

for Angego Ricasgona & Cardona

Billio Cher Advance C. 2013

Valid of Cardona C. 2013

Roll of Addenoys No. 65250

PTR No. 17132074 / January 3, 2022 / Rizal

ISP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Improvement of Ynares Multi-Purpose Covered Court at Brgy. Kaytome, 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

Lacknowledge receipt of this Notice on:

0.13-2021

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER O' AQUINO

CONTRACT AGREEMENT 7

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

of this Agreement in conformity with the province of the Contract;

This Achter. We make and employ mile 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, MINA RICCI A. YNARES, herein referred to as the PROVINCE, and
no do i ancho aquanti de la compania del la compania de la compania del la compania de la compan
organized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at Simplement, Size and herein represented by its Proprietor/President/General Manager, Size addition of legal age, Filipino citizen, single/negried, resident of Simplement, Size because to as the
Proprietor/President/General Manager, 20.4 for a 4.5 for of legal age, Filipino
citizen, single/negried, readent of **Intergenon, **12.4 , heremafter referred to as the
CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCI declares that cortain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan (Irdinance No. 174 4 1622 namely.
Improvement of Theres Advingspone Covered Court at Ergy. Leytons.
Sinongonan, Bisal
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 the sugar to the sugar to be sugar to and binds itself to undertake
the construction and completion of the above said infrastructure works strictly in accordance with the
following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the value o
Eve and C. 100 (p. 1-01-75 - 0) Philipping Correspond
(E the street of thinpput Cantilley,
NOW, THERISTORE, 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
Sinty (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. C7. **
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
 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
fatter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS (ne william wifteen Thousand Seven Hundred Sinety Tive I was and 10/10).

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 contrast price at the time and in the

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

(P 1,015,785,50), Philippine

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Four Thousand Seven Hundred Thirty Five Pesos and 65/100
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and as his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- III. 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 bereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

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

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

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

Cliver homine Construction

Entity/Firm/Corporation

By:

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

Governor

WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity:

Valid ID Presented

Date

Place

HON NINA RICCI A YNARES

Passport No. P7689056B

September 24, 2031.

Cliver quino

102-311-289

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

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

Improvement of Ymaron Sultinurpose Covered Court at Brgy. Ktytome. Binongonan, Rizal

WITNESS MY HAND AND SEAL this SEP 12 1822 of Capitol, Antipolo City.

Doe No. 33 Page No. 12 Book No 1 Senes 20 22.

all in the PROVINCE OF RIZAL Valid until December 01, 2023 Adm. Matter 224003

Roll of Attorneys No. 69250 PTR No. 17402074 / Jongery 0, 2022 / Rizal IBP Lifetima Mamber No. 016632 / Rizal MC1E Compliance No. VI-0007883



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Improvement of 2-Storey Ynares Multi-Purpose Building (Brgy. Hall) at Brgy. Kaytome, 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,

NINARICCI A. YNARES

I acknowledge receipt of this Notice on:

9.12.2022

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER O. AQUINO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

i. Addenda and Supplemental Bulletin

of this Agreement in conformity with the province of the Contract;

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

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

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

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

Ore Filliam Four Emidred Six Thousand Nine dendred Size to Poson and 11, 100 (P 1,406,990.01). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

This AGREEMENT made and entered into by and between:

This AGREEMEN I 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 RICCLA, YNARES, herein referred to as the PROVINCE; and
Oliver quino Construction , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, final and herein represented by its Proprietor/President/General Manager, of legal age, Filipine citizen, single/married, resident of Binangonan, Rizal bereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlatawigan Ordinance No. 27, 8, 2022 namely:
Improvement of 2 atorey Theres Builtigurpose Building (Bray. Hall) at Bray. May Tome, Binangones, Sizal
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed withini_ty(
a. SP Ordinance No. 07, s. 2022 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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or comployee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Fundred Twenty Two Thousand Nimety Seven.
- (P_______) 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 psymeot of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minumum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforerentioned 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 X to resurt to other alternative ruodes 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 restinution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this EP 12 2028 of at Antipolo City.

Cliver Squire Country ties Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

Ву.

Chines.

Proprietor/Manager/President

By:

RICCI A. YNARES Governor

WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Antipolo C75, personally appeared the following

Name/Entity

Valid 1D Presented

Date

Place

HON, NINA RICCLA, YNARES

Passport No. P7689056B

September 24, 2031

Cliver maine

182-291-129

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

Exprovement of 2 ecorey Ynares Haltitur one Duilding (Brgy Hall) at Brzy . Tytome, dimensionan wirel

WITNESS MY HAND AND SEAL thin SEP 12 7000 of _ Capitol, Antipolo City.

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Roll el Attornaya No. 69250

PTR No. 17132074 / January 3, 2022 / Rizal 程分で合っていい。25mm27 (ついで)(65327 **Rizal**

HOTARY FUSILIC



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Construction of School Signage and Improvement of Multi-Purpose Building at Brgy. Sapang and Brgy. Mambog. Binangunan, 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 RICCIA, YNARES

Lacknowledge receipt of this Notice on:

9-13 7027

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER O. AQUINO

CONTRACT AGREEMENT 9

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 us the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangoner, livel, and berein represented by its Proprietor/President/General Manager, Cliver 1912 of legal age. Filipino citizen, single/married, resident of Binangonen, kizal, bereinafter 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
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last O9 August 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Light Sundred Nine Thousand Three Fundred Fourteen [2009, 214-21]. Philippine Correctly.
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 12xty (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. 07. • 2022 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest
 g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

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

Eight Hundred Nine Thousand Three Hundred Fourteen Pesos and 21/100

(P 809, 314, 21), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works

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

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

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

of this Agreement in conformity with the province of the Contract;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Forty Two Thousand Seven Hundred
- 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 CONFRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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









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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this FP 17 7022 day of ______at Antipolo City

Entity/Finn/Corporation

By:

Oli ava equipo

Proprietor/Manager/President

LOLITA B. DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RIGCI A. YNARES

Governor

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAU ACKNOWLEDGMENT

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

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

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

written and has been aigned by the parties hereto in each o	and each a bline merchal tracing as are sufficement to
construction of school in ge no at lray, supply and Bray arrog, in	Ingresent of Multipurpose Luiching
WITNESS MY HAND AND SEAL tius Capitol, Antipolo City. Doc No Page No Book No Series 20 22	ATT. ANIXA MARIE L. SANTOS NOTASY FUSLIG for Angeno, Binemponen & Cardona all in the PNOTABY (PUBLIC Value or 1 English and 6.0 200 A for 1 inter 25 400 Reis L. (After 25 400 and 2.202 / Risz)

MCEC Compliance No. VI-5007883



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Improvement of I-Storey Multi-Purpose Building (Daycare Center) at Ynares Village Brgy. Pantok, Binangonan, Rizol effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RIČCI A. YNARES Governor L

Lacknowledge receipt of this Notice on:

9.13-2022

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER O. AQUINO

CONTRACT AGREEMENT 10

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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The PROVINCEAL COVERNMENT 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 RICCI A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Sinon transmission, likel, and herein represented by its Proprietor/President/General Manager, liver trains, of legal age, Filipino citizen, single/married, resident of dinangonan, Rivel, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 47 * 5 * 27 ZZ namely.
Ingrevenent of 1 among multiportee Suilving Coycure Center) at Yeares Willage Brgy. Pattok, Binangenen, Rizal
Bid in a public bidding held last <u>09 u ust 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 standard Seventy light Thousand Eight Hundred Enventoen Desce and 12/100</u> (P 978,517.12), 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 (
a. SP Ordinance No. 97 s. 2022 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
c. 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

Oil

h. Bid Security

Addenda and Supplemental Bulletin

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;

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Hundred Seventy Eight Thousand Eight Bundred #712 test. and 12/100 (P 978.617.12), 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;

- 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; 10
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Ninety Three Thousand Six Hundred Porty Five Feece and 14/400

(P_203.46.48) 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 rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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



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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/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 WIEREOF, the parties have hereunto signed this Agreement this EP 12 2022 of ______ at Antipolo City.

Cliver Agoino Monatry of ion

Entity/Firm/Corporation

By:

Propnetor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

NINARICCI A. YNARES

WITNESSES

LOLITA B. DE GUZMAN

MA, VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Antipoto Chyzpersonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON NINA RICCLA YNARES.

Развроп № Р7689056В

September 24, 2031 Manila

Cliver Juino

102-311-006

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

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

Improvement of 1 strary we there one and in (myoure Senter) to Improve Villege Senter and a time to the Fixel

WITNESS MY HAND AND SEAL MES SEP 12 1002 of Capitol, Annipolo City.

, at Right Provincial

Doc No. 37
Page No 13
Book No. 1
Senes 20 22

ATTY. ANNA MARIE L. SANTOS NOYARY FUSLIC for Angeott Arey PUB in Berdona all in the PROVINCE OF RIZAL Valid until December 31, 2023

A.Sm. Matter 22-002 Rell of Attorneys No. 69250 PTR No. 17/32074 / Jenuary 3, 2022 / Rts

PTR No. 17132074 / January 3, 2022 / Rizal IEP Lifetime Mamber No. 016832 / Rizal



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Construction of Perimeter Fence at Children's Park at San Clemente Village 1 & 2, Brgy. Pag-Asa, 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,

NTNA RICCI A. YNARES
Governor 4 1/4

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

0.12.2027

DLIVER O. AQUINO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The Production of Control of the Con
The PROVINCIAL GOVERNMENT OF RIZAE, 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
•
Cliver quino Construction , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at Binangonan, sizal , and herein represented by its
Proprietor/President/General Manager, of legal age, Filipino
organized and existing under the laws of the Republic of the Philippiaes, with principal place of business and office address at Binandon P. and berein represented by its Proprietor/President/General Manager, of legal age, Filipino citizen, single/married, resident of hereinafter referred to as the CONTRACTOR, WITNESSETH That
CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infractmenture works should be constructed in
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggunuang Paulalawigan (Indinance No
Construction of Corineter Fence at Children's Park at San Clemente
Village 1 & 2, Brgy. Pageman, Binengonon, 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 2022 has accepted and binds itself to undertake
the construction and completion of the above said infrastructure works strictly in accordance with the
following standards set forth in the bid documents, approved plans, program of works and specification
in consideration of the amount of the Million Two Sundred Thirty Pive Thousand Nine
Fescs and 34/100 (P 1,235,009,34), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties herete
hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the 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. 07, 8, 2022
b. Certificate of Availability of Funds
e. Scope/Program of Work and Detailed Estamate
d. Plans and Specifications

To

Construction Schedule

f. Request for Expression of Interest

- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- in consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS one Million Two Bundred Thirty Five Thousand Mine reson and 74/100

(P 1,235,009,34). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Leventy Thousand Five Hundred Ivo Leson and 80/100
- (P_370,502,80) 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 chaintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE:
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether Inquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the 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 unmant of the contract, the Procuring Entity may rescend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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



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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this P 12 2022 at Antipolo City.

Cliver desing Construction Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Proprietor/Manager/President

By.

CIA. YNARES Gdvernor

B. DE GUZMAN

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITTO ONO. Rizal) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCLA, YNARES

Passport No. P7689056B

September 24, 2031 Manila

Cliver wine

192-311-339

All known to me and to me known to be the same person/s who excented 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 Perineter Pence at Children's Park it Sen Clemente Village 1 & 2, Brgy, Pg- so, Dimmroner, Bizni

WITNESS MY HAND AND SEAL this SEP 12 2022 of Capitol, Antipolo City.

Angono, Rizal at Rizal Provincial

Doc No. <u>59</u> Page No. 📙

Book No. Series 20 22.

ATTY. ANNA MARUE L. SANTOS **NOTARY FUSIG** for Angoin CEDAR MIPUBLISCIONA

sk in the PROVINCE OF RIZNU
Valid until Encompar 31, 2003
A.C., Indian 22,002
Roy L. Intomoy's No. 65200
PTR No. 1/192074 / January 3, 2022 / Rizal

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

MR. PAOLO OLIVER D. AQUINO DIAZ AQUINO CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to
DIAZ AQUINO CONSTRUCTION CORP. that work may proceed on the
Concreting with Drainage Canal of Road at Purok 2, Brgy. Kinabaogan, Binangonan, Rital
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES
Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

d'13 7015

CONTRACT AGREEMENT |

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,

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

its GOVERNOR, HON, NINA RICCI A, YNARI	San Roque, Antipolo City, represented in this act by ES, herein referred to as the PROVINCE; and
BEAD AGUING CONSTRUCTION CORPORAT	TON, a sole proprietorship/private corporation, duty
organized and existing under the laws of the Republic	lic of the Philippines, with principal place of busines
and office address at Binangonen, Ri	izel , and herein represented by it
Proprietor/President/General Manager, ELM U.	AQUINO, of legal age, Filipino
crtizen, single/married, resident of Binon	gonen, Rizel , hereinafter referred to as th
CONTRACTOR, WILNESSETH, That,	
WHEREAS, the PROVINCE declares that	certain infrastructure works should be constructed it
pursuant of the Sanggunung Panlalawigan Ordina	nce No. 07, 8. 2022 namely:
Concreting with Drainage Cenal of Minengonen, Rizel	f Roed at Purok 2, Brgy. Kinsboogen,
	ing that it has the financial and, technical competent
	as been declared as the Lowest Calculated Responsiv
	has accepted and binds itself to undertak
the construction and completion of the above said	infrastructure works strictly in accordance with the
following standards set forth in the bid documents	speroved plans, program of works and specification Seven Hundred Thirty-Four Thousand Nine (P 1,734,913.26). Philippine Currency
in consideration of the amount of One HIIIIOn	Seven numbered intrity-rour incusand with
Hundred Thirteen Pesos & 26/100	(P 1,734,913,26), Philippine Currency
	tration of the foregoing premises, the parties heret
hereby agree as follows:	agion of the tempority promises, me peaces note:
nercoy agree as removes.	
I The whole works subject matter	of this Agreement shall be completed with
One Hundred (100) calendar	r days, in accordance with the provisions of the Bi
Documents Approved Plans Program of Works a	and Specifications, General and Special Conditions
Contract Supplemental or Bid Bulletins if any	and supporting/related documents as required by the
2016 Revised Implementing Rules and Regulati	ions of Republic Act No. 9184 and are integrate
herewith and incorporated herein by way of referen	
merental management and an analysis and an ana	
a. SP Ordinance No. 07, 1. 2022	
 Certificate of Availability of Funds 	

V

The same

h. Bid Security
i. Addenda and Supplemental Bulletin.

bidder/s two (2) bidding envelopes

f. Request for Expression of Interest

d. Plans and Specifications
 e. Construction Schedule

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;

g. Bidding Documents including all the documents/statements contained in the winning

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Militar Seven Hundred Thirty-Four Thousand Nine Hundred Thirteen Peros 26/100 (P 1,734,913,26), 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 my Government instrumentality to secure this Contract; 12
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Twenty Thousand Four Hundred Seventy-Three Pesos 6 98/100

(P__520, 473, 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 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 erobodied 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 bereinafter referred to,
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made 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



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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 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 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 unwurranted 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 I 2012 ay of at Antipulo City.

DIAZ AQUINO CONSTRUCTION CORPORATION

Entity/Firm/Corporation

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

CCIA, YNARES Governor

WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented.

Date:

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

ELMA D. AQUINO

TIN NO. 010-084-760

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

Concreting with Dreinage Canal of Road at Purok 2, Brgy. Kinaboogen, Binengonan, Rizel

WITNESS MY RAND AND SEAL this SEP 12 2022 of Capitol, Antipolo City.

Dec No Рвес No. Book No. Series 20 22

NOTARY PUBLIC for Angono, Binangonan & Cardona all in Me ARCO RUBDERIZAL Valid until December 31, 2023

Adm. Matter 22-002 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal

ISP Lifetime Member No. 016632 | Rizal



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YARALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Construction of Drainage Canal at Francisco P. Felix Mem. National High School Karangalan Annex, Brgy. San Isidro, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES Governor (6)

I acknowledge receipt of this Notice on:

91.13/78/24

Authorized Signature:

Name of the Representative of the Bidder:

CONTRACT AGREEMENT 13

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organize and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capit Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented to this act its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and	αij,
YAKALIE CONSTRUCTION AND SUPPLIPS a sole proprietorship/private corporation, de organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Morong, Rizel and berein represented by Proprietor/President/General Manager, Liville Rivera and berein represented by citizen, single/married, resident of Morong, Rizel hereinafter referred to as a CONTRACTOR, WITNESSETH, That,	ess ils no
WHEREAS, the PROVINCE declares that certain infinstructure works should be constructed pursuant of the Sanggunuang Panlalawigan Ordinance No. 07, s. 2022 namely: Construction of Dreinege Cenel at Francisco P. Felix Memorial National High School Karangalan Appex, Ergy. San Isidro, Ceinte, Rizal	in

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 09 August 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Hundred Minety-Two Thousand Six Hundred Seventy-Nine Person 6 75/100 (P 492,679.75), Philippine Currency.

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

- 1 The whole works subject matter of this Agreement shall be completed within 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. 07, e. 2022
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby envenants to pay the CONTRACTOR the amount of PESOS Four Hundred Ninety-Two Thousand Six Hundred Seventy-Nine Perov & 75/100 (P 492,679.75), Philippine

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



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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. One Hundred Forty-Seven Thousand Eight Hundred Three Pesos 4 93/100
- (P_147,803.93 ____) 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 cast of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches sen percent (10%) of the amount of the contract, the Procuring Entity may resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

Without projudice to administrative sunctions 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.

SEP 17 2022

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

YAGUEF CRESTRUCTION AND SUPPLIES
Entity/Firm/Corporation

By:

By:

NINA RICCIA. YNARES
Froprietor/Manager/President

WITNESSES

LOLITAB. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY
Angono, Rizal S.S.

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

Name/Entity Valid ID Presented Date Place
HON NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila
EDGIN B. REVERA TIN NO. 428-018-900

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

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

Construction of Oreinage Canal at Francisco P. Felix Memorial National High School Karangelen Annex, Say, San Isidgo, Cainta, Rizal

High School Kerengelen Annex, Scry. Se	m Isidro, Ceints, Rizel
WITNESS MY HAND AND SEAL this SEP 12	2022 at Rizar Provincial al
Capitol, Antipolo City.	When the second
Doc No. 42 Page No. 14	ATTY, ANNA MARIE L. SANYOS ROTARY FUESIO
Book No. Series 20 22	for Anglig DAR Yg PUBLIC and on a all in the PROVINCE OF RIZAL Valid valid London of 2020
	Reli (##domeya No. 69250 PTR No. 17532074 / January 3, 2022 / Rizal



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Construction of Drainage Canal (portion) of R. Valle St., Brgy. San Roque, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES
Governor

Lacknowledge receipt of this Notice on:

0.13.202

Authorized Signature:

Name of the Representative of the Bidder:

EDWIN B. RIVERA

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized 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

and office address at Horong,		y il:
	EDWIN B. RIVERA , of logal age, Fi	
citizen, single/married, resident of	Morong, Rizel , bereinafter referred to a	ss the
CONTRACTOR, WITNESSETH, That,	-1	
	clares that certain infrastructure works should be construction Ordinance No. <u>07, 5, 0022</u> name	
pursuant of the Sangguniang Pardalawiga		ly:

to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last O9 August 2022 has accepted and birds itself to undertake the construction and completion of the above said infrastructure works suicity in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Four Hundred Fifty-Seven Thousand Two Hundred Sixty-Nine Peros 6 29/100 (P 1,457,269.29), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Ninety (90) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 07, #. 2022
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding cavelopes
 - 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 Four Hundred Pifty-Seven Thousand Two Hundred Sixty-Nine Pesos 6 29/100 (P 1,457,269.29), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, sobject 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,
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Thirty-Seven Thousand One Hundred Fighty 1990s & 79/100
- (P_____, P____) 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 JRR 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 rescend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this later to access in variing 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 perforent 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 and SEP 11 100 of at Antipolo City. YAKALTA O STRUCTION AND SUPPLIES RIZAL PROVINCIAL COVERNMENT Entity/Firm/Corporation By: Proprietor/Manager/President

WITNESSES

MA, VICTORIA B, TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Name/Entity Valid ID Presented Date Place HON, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 FIGURE B. RIVERA TIN NO. 428-018-900

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

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

Coints, Risel	(portion) of R. Velle St., Brgy. Sen Réque,	1
	SEP 1 2 7072	
WITNESS MY HAND AND SE	AL this May of at Rizal Provincial	
Capitol, Antipolo City.		
Doc No 43	ATTY, ANNA MARIE L. SANTOS	_
Page No. 14	NO TARY FUELIC	
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	PTR No. 17132074 / January 3, 2022 / Rizns	
	TRYOL IN ISSUIT FRANCISCO CERSON Direct	
	IBP Lifetime Member No. 915832 / Rizal	



Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

MR. PAOLO OLIVER D. AQUINO DIAZ AQUINO CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to
DIAZ AQUINO CONSTRUCTION CORP. that work may proceed on the
Construction of 2-Storey Ynares Multi-Purpose Building
(Senior Citizens Office) at Adelina Homes, Brgy. San Isidro, Cainto, 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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

PAOLO OLIVER D. AQUIN

CONTRACT AGREEMENT is

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT trade and entered into by and between:

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

organized and off Proprieto citizen, :	d and existing unities address a r/President/Gene single/married, r ACTOR, WITNI	ler the laws of th	the Republic of onen, Rizei FLMA D. A binengone	f the Philippine	s, with princip	nal place of b	usiness
	WHEREAS, the F						
Sian	otruction of ice) at Adeli	2-storey Yo	ires Milti-	ourpore for	leing (Sen		
to undert. Hid in a j the const following	WHEREAS, the Cake the above sai public bidding he truction and come standards set for	d infrastructure Ad last <u>69 Au</u> pletion of the a oth in the bid d	works, has be- gus 1 2422 there said info ocuments, app	en declared as o has acco astructure wor toyed plans, pr	the Lowest Ca opted and bind ks strictly in ogram of wo	alculated Resids itself to un accordance v rks and speci	ponsive dertake with the fication
Nine H	eration of the am undered Twenty	Six Peros	67/100	(P_3,524,	Twenty-For 926.67)	ur Thousan Philippine Cu	rency.
	NOW, THEREFO gree as follows:	DRE, for and i	n consideratio	n of the foreg	oing premise	s, the parties	hereto
	I. The whole						

1. The whole works subject matter of this Agreement shall be completed within the theoriest Eventy-\$1x (12b) 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. 07 , 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 bidder/s two (2) bidding cuvelopes
- 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 Three Million Five Hundred Iventy-Four	pay the CONTRACTOR the amount of PESOS Thousand Nine Bundred Twenty-Six Peros
\$ 67/100	(P3, 524, 946, 67), Philippine
	fonly upon completion of the infrastructure works is Agreement as a contract price at the time and in the the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Fifty-Seven Thousand Four Hundred Seventure Wights Person College
- Seventy-Eight Pesos Only

 (P_1,057,478.00) 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 meansistem with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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"All contracts executed in accordance with the Aci and this IRR shall contain a princision 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 inte-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-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 catalle 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 15 to resort to other alternative modes of disputes resolution.

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

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

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

DIAZ ACUINO CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Prirms/Corporation

By:

By:

NINA RICCIA, YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CHAGORO, Rizal 18.8

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

Name/Entity Valid ID Presented Date Place
HON NINA RICCI A. YNAKES Passport No. P76890568 September 24, 2031 Manila
ELMA D. AQUINO TIN NO. 010-084-780

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 tor

Construction of 2-storey Ynares Multi-Purpose Building (Senior Citizens Office)
et Adeline Homes, Broy, San Isidro, Cainte, Rizal

ar wharms nomes, prich. San Isidio	, Cainta, Kizai
WITNESS MY HAND AND SEAL this S	EP 12 202 at Region of at Region of the state of the stat
Capitel, Antipolo City,	ATTY, ANNA MARIE L SANGOS
Doc No 74	NOTARY 90340
Page No	for Angeno, Bingneongo & Cerdona
Book No.	at in the Property Land
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	Ref. (FAttern Lyp. Ltd. C.9350 PTR No. 17935574 (Legalitry C. 1922 / Rizal PTR No. 17935574 (Legalitry C. 1922 / Rizal)
	18P U(clime fluoritation of battle Riza) Mich E Comptance No. v1-0007863



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

MR. GERALD KENN SJ. BILOG GKB BUILDERS Morong, Rizal

Dear Mr. Bilog:

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

Repair / Repainting of 1-Storey Ynares Multi-Purpose Building
(IMAP Bldg.) at Brgy. San Pedro, Morong, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES

I acknowledge receipt of this Notice on:

4-12-1472

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONTRACT AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NENA RICCI A. YNARES, herein referred to as the PROVINCE; and
GGB 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 Morong, Rizel and herein represented by its Proprietor/President/General Manager, GERALD KENN S.J. BILOG of legal age, Filipino citizen, single/married, resident of Morong, Rizel hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlatawigan Ordinance No07,2022
Repair/Repainting of 1 stormy Yneres Multi-Purpose Building (IMAP Bldg.) at Brgy. Sen Pedro, Morong, 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 OF August 2022 , has accepted and binds uself to undertake the construction and completion of the above said infrastructure works smirtly 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 SIR Hundred Ninety-Three Thousand Two Hundred Nine Pesos § 30/100 (P 693, 209.30), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agrice as follows: 1. The whole works subject matter of this Agreement shall be completed within Farty-Four 44 calendar days, in accordance with the provisions of the Big 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 letewith and incorporated herein by way of reference, namely:
 a. SP Ordinance No. 07, 1. 2022 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 Sceurity j. 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 confirmity with the province of the Contract;

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

), Philippine

Six Hundred Ninety-Three Thousand Two Hundred Nine Pesos & 30/100 (P_693,209.30

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

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract:
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Seven Thousand Nine Hundred
- Sixty-Two Pesos 6 79/100

 (P___207,962.79_____) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrustructure 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 Coptract 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 bereinafter referred to.
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will cotitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the laternal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and daily validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

IN WITNESS WITERIOF, the parties have bereunto signed this Agreement that P 12 2022 way of at Antipolo City GKB BUILDERS RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Βv BILOG NINA RICCI A. YNARES Governor Proprietor/Manager/President WITNESSES A B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Afring 16 City parsonally appeared the following

Place Valid ID Presented Dutte Name/Entity September 24, 2031 Passpon No P7689056B Manile HON, NINA RICCI A. YNARES GERALD KENN S.J. BILOG TIN NO. 196-519-323

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

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

Repair/Repainting of 1 storey Ynarge Multi-Purpose Building (IMAP Bldg.) at

SAME NAMES SENSE WAS	SEP 17 7027	Angono Rizal
WITNESS MY HAND AND	D SEAL this day of	at Rizal Provincial
Capitol, Antrpolo City.		a.
Page No. 36	ΑΠ	TY. ANNA MARIE L. SANTOS
Book No. U Sencs 20 22.	for A	Angono, Binargona Ta Cardona Finitta PROVINCE C7 RIZAL
- 0.0 mg	V	Elid until Deptimizer 51 2023 Alim, (Apriler 12-002
	PTR No.	Roll of Attornays No. 69250 . 17132974 / January 3, 2022 / Rizal

16P Ofetime Membar (45, 619832 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 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 Construction of Roadway Lightings at Brgy. San Guillermo, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NIN RICCI A. YNARES Governor L M

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

4. 3. 7612

JUAN PAOLO MIGUEL E. MANLAPIT

CONTRACT AGREEMENT []

KNOW ALL MEN BY THESE PRESENTS:

CONTRACTOR, WITNESSEIH, That,

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 Capit Circumferential Road corner P. Oliveros St., Brgy. Sun Roque, Antipolo City, represented in this act its GOVERNOR, HON, NENA RICCIA. YNARES, herein referred to as the PROVINCE; and	ol,
L. FUSEBIO ACE DEVELOPMENT CORPORATION, a sole proprietorship/private corporation, du organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Pasig City, and berein represented by Proprietor/President/General Manager, JUAN PAULO MIGUEL E. MANLAPIT of legal age, Filipi citizen, single/marmed, resident of Pasig City, hereinafter referred to as	its its ino

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggumang Panlalawagan Ordinance No. 07, 8, 2022 namely:

Construction of Roedway Lightings at Brgy. San Guillermo, Morong, 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 O? August 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Ten Million Seven Hundred Fifty-Nine Thousand Seven Hundred Public Pasce 4 39/100 (P.10,759,702,39), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the 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. 07, s. 2022
 - b. Certificate of Availability of Funds
 - e. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s (wo (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

 Ten Million Seven Hundred Fifty-time Thousand Seven Hundred Two Pesos & 39/100

 (P10,759,702.39), Philippine

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



10

S

- 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;
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Million Two Hundred Twenty-Seven Thousand Nine Hundred Ten Pesos 6 72/100
- (P_3,227,910,72) 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 sen percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

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

L. EUSLEIG ACE DEVELOPMENT CORPORATION

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Proprietor Manager/President

By:

NENA RICCI A. YNARES Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CHYONO, Rizal (19.8.8.)

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

Name/Entity

Valid 1D Presented

Date

Place

HON. NINA RICCI A. YNARES

Passport No. P76890568

September 24, 2031 Mar

MICLE Compliance No. V4/6007863

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:

Construction of Roadway Lightings at Brgy. San Guillermo, Horong, Rizel

	SEP 1 2 2022	Annona Dina
WITNESS MY HAND AND SE	Al. thisday of	, apRizalPrevincial
Capitol, Antipolo City.	ATTY. AT	INA MARIE L. SANTOS
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Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

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

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to CAMORI BUILDERS AND SUPPLY—that work may proceed on the Improvement of Ynares Multi-Purpose Covered Court at at URS-Pillila, Brgs. Bagumbayan, Pillila, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

NINA RICCI A. YNARES
Governor D M

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

9:13:2022

JOMMEL G. SANTIAGO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

CAMPBY MITTINEDS AND SUBDEV

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, benefit referred to as the PROVINCE; and

CHEMIT DOTTOTED WAD SOLLET	, a sole proprietorship private corporation, duty
and office address at Moron	he Republic of the Philippines, with principal place of business and berein represented by its
Proprietor/President/General Manager,	JONNEL SANTIAGO of legal age, Filipino
citizen, single/married, resident of	Morong, Rizel , hereinafter referred to as the
CONTRACTOR, WITNESSETTI, That,	
WHEREAS, the PROVINCE dec	lares that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawiga	
parameter on the burge annual a district the	CONTRACTOR OF THE CONTRACTOR O
Improvement of Voscos N	ulti-Purpose Covered Court at URS-Pilille,
Brgy Begunbeyen, Pilil	
cegy, pagomayani itti	rat mear
	and the second s
	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 09 Au	gust 2022 has accepted and binds itself to undertake
	hove said infrastructure works strictly in accordance with the
	ocuments, approved plans, program of works and specification
tonowing standards set finds at the old of	Million Four Hundred Twenty-Five Thousand
in consideration of the amount of	MILITON FOOL HOMSTEN IMENCALING INCOMMEN
Ninety-Three Pesos & 21/100	(P 2,425,093.21), Philippine Curency.

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

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 07, e. 2022
 - b Certificate of Availability of Fueds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s (wo (2) hidding 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
 Two Hillion Four Hundred Twenty-Five Thousand Ninety-Three Pesos # 21/100

 (P2,425,093.21), Philippine
 Company in constitution of the construction and only upon completion of the unfrastructure works

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;



6

- 4 The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Twenty-Seven Thousand Five

Hundred Twenty-Seven Pesos \$ 96/100

(P_727, 527, 96) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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





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

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

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

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

CAMORI BUILDERS AND SUPPLY

Entity/Firm/Corporation

By:

JOMMEL SANTIAGO

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

Bv:

NINA RICCI A. YNARES Governor

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANTIPOLO CITY Angono, Rizal

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

Name/Entity

Valid ID Presented

Date

Place:

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031

JOMMEL SANTIAGO

TIN NO. 212-862-431

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

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

Improvement of Ynares Multi-Purpose Covered Court at UES-Pilille, Bray. Begumbayen, Pilille, Risel

WITNESS MY HAND AND SEAL ORS 12 1077 day of Capitol, Antipole City.

Rema Affanaya ko 69250

PTR No. 17432974) Jostiary 3, 2022 / Rizal ISP L foliate Namical ric. 016336 (Przal FIGURE STATES IN VICTORISE

Page No. Book No.

Series 20 13.

Doc No



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

MR. GERALD KENN SJ. BILOG GKB BUILDERS Morong, Rizal

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS that work may proceed on the Repair/Repainting of Yuares Multi-Purpose Building (DayCare Center) Brgy. Bagumbayan, Pililla, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES
Governor 4 W

Lacknowledge receipt of this Notice on:

9-13-2012

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

Addenda and Supplemental Bulletin.

of this Agreement in conformity with the province of the Contract;

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

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

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

(P_525,818.65), Philippine

latter bereby coverants with the PROVINCE to construct and complete the infrastructure works subject

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

Five Hundred Twenty-Five Thousand Fight Hundred Eighteen Pesos 5 65/100

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

This AGREEMENT made and entered into by and between:

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The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organize and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capit Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON. NENA RECCI A. YNAMES, herein referred to as the PROVINCE; and	ol,
organized and existing under the laws of the Republic of the Philippines, with principal place of hasing and office address at Morong, Rizel and herein represented by Proprietor/President/General Manager, GERALD KENN S.J. BILOG of legal age, Filipicatizen, single/married, resident of Morong, Rizel hereinafter referred to as a CONTRACTOR, WITNESSETH, That	ils no
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlatawigan Ordinance No. 07, 9, 2022 namely:	in
Repeir/Repeinting of Yneres Multi-Purpose Building (DayCare Center) Brgy. Begumbayen, Pililla, Rizal	
WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competer to undertake the above said infrastructure works, has been declared as the Lowest Calculated Response Bid in a public bidding held last	ive ike the ion
I The whole works subject matter of this Agreement shall be completed with Sixty-Five (.65) calendar days, in accordance with the provisions of the I Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integral herewith and incorporated herein by way of reference, namely:	Bid of the
 a. SP Ordinance No. 07, \$1, 2022 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 biddler/s two (2) bidding cavelopes b. Bid Security 	

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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 One Hundred Fifty-Seven Thousand Seven

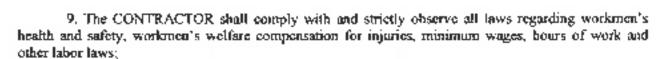
Hundred Forty-Five Pesos 4 60/100

(P_157,745.60) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities 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 reseind or terminate the contract, without prefudice to other courses of action and remedies available under the circumstances."



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







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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement filed 2 2022 | day of ______ at Antipolo City.

Entity/Firm/Corporation

By:

GERALD KEAUS.J. BILOG

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES

Governor

LOLITA B. DE QUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place

HON, NINA RICCI A. YNARES Passport No. P7689056fs September 24, 2031 Manila

GERALD KERN S.J. BILOG TIN NO. 196-519-323

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 and and deed as well as the cutity that they respectively present.

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

Repair/Repainting of Yneres Multi-Purpose Building (DayCare Center) Bray. Bagumbayan, Pilille, Rizel

WITNESS MY	HAND AND SEAL Ous	
Capitol, Autipolo City.		

Doc No. 15
Book No. 1
Series 20 15

ATTY: ANNA MARIE L. SANTOS

MOTARY 7 USUC

for Angel O CAR YOPUBLICE dona
 all in the PROTENCE OF RIZA.

Valid Child Continues 21, 2000

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

MR. PAOLO OLIVER D. AQUINO DIAZ AQUINO CONSTRUCTION CORP.
Binangonan, Rizal

Dear Mr. Aquino:

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

DIAZ AQUINO CONSTRUCTION CORP. that work may proceed on the

Repair / Repainting of 2-Storey Ynares Multi-Purpose Building at A. Luna St., Brgy. Quisoo, Pililla, 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 RICCI A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

d. (3.)255

PAOLO OLIVER D. AQUINO

CONTRACT AGREEMENT (2)

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

PIAZ AQUINO CONSTRUCTION COR	PORATION	a sole propriet	orship/priva	te corporati	ion, duly
organized and existing under the laws of t	the Republic of	the Philippines,	with princi	pal place of	business
and office address at Binengo	nen, Rizel	and	herein 10	presented	by its
Proprietor/President/General Manager,	FIMA D.	ONIUCA		legal age,	
citizen, single/married, resident of	Binangonan,	Rizel .	hercinafter	referred to	o as the
CONTRACTOR, WITNESSETH, That,					

Chopsin/Repainting of Z-storey Yneres Multi-Purpose Building et A. Lune St., Bony. Quisso, Pilille, 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 hidding held last 09 August 2022 _____, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Seven Hundred Sixty-Seven Trous and Three Hundred Fifty-Four Pesos & 27/100 (P 767, 354, 27), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within F1fty [50] 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 hetewith and incorporated herein by way of reference, namely.
 - a. SP Ordinance No. 07, e. 2022
 - 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 hiddens 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 Seven Hundred Sixty-Seven Thousand Three Hundred Fifty-Four Pesos 4 27/100

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





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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Twicty Thousand Two Hundred
- Elx Ferce 6 28/100

 (P___230_,206.28____) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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 embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, tegatiding 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 comract, the Procuring Entity may resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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 ${\cal D}$ to resurt to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement (\$100 \frac{1}{2} \frac{1000}{2} \day of at Antipolo City... ACUINO CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Proprietor/Manager/President WITNESSEŚ

NOTARIAŁ ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLOCITYO, Rizal

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

Valid 1D Presented Date Place Name/Entity September 24, 2011 HON NINA RICCLA YNARES Passport No. P7689056B Manila TIN NO. 010-084-780

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

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

Repair/Serminting of Zestorey Yneres Multi-Purcose Smilding at A. Lone St.,

Regy. Crisco, Pillite, Rivel	
WITNESS MY HAND AND SEAL this SEP 1 2072 ay Capitol, Antipolo City. Doc No. 75 Page No. 6 Book No. 5 Series 20 22	ATTY. ANNA MARIE L. SANTOS NOTARY PUBLIC for Angono, destriction de Cardona all in the PROVINGE OF RIZAL Valid



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 2022

ENGR. PORFIRIO P. MINA JRD-D2 ENTERPRISES Tanay, Rizal

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES that work may proceed on the

Repair / Repainting of Ynares Multi-Purpose Covered Court at New San Mateo Subd., Phase 3 & 4, Brgy. Guitnang Bayan 1, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

PORFIRIO P. MENA

CONTRACT AGREEMENT

21

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This tion and the total water of the comments
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sear 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
IPD-02 PACEPERISES a sole proprietorship private compension, duly
JRD-0 ² EXTERPLISES , a sole proprietorship/private corporation, duty organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Taney, Rizel , and herein represented by its Proprietor/President/General Manager, PORFIRIO HINA , of legal age, Filipino citizen, single/married, resident of Taney, Rizel , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
Contract Contractor, that
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No07, s
Repeir/Repeinting of Yneres Multi-Purpose Covered Court at New San Mateo Subd., Phase 3 & 4, Brgy. Guitneng Bayen I, San Mateo, 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 O9 August 2022 has accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification
in consideration of the amount ofOne Million Forty-Six Thousand Seven Hundred
Seventy Pesos \$ 50/100 (P 1,046,770.50), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the 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 Rutes and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
ANALY CARLAGES
a. SP Ordinance No. 07, s. 2022
b. Certificate of Availability of Funds
c. Scope/Program of Work and Octailed 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

- 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 Forty-Six Thousand Seven Hundred Seventy Pesos 5 50/100

 (P_1,046,770.50__), 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;
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Fourteen Thousand Thirty-One
- Person 6 15/100

 (P__314,031.15 ____) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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 Procurencent Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the imperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescend 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;
- It. 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 neutral agreement of the parties hereto to agree in writing 2to resort to other alternative modes of disputes resolution.

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

SEP # 2 2012 IN WITNESS WITEREOF, the parties have hereunto signed this Agreement this _____ at Antipolo City. JRD-D ENTERPRISES RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: LICCIAL YNARES Proprietor/Manager/President Governor WITNESSES B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYANGONO, RIZES.S.

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

Name/Entity Valid ID Presented Date Place HON. NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031. Manila TIN NO. 154-422-889 PORFIRIO MINA

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

Repair/Repainting of Ynares Multi-Purpose Covered Court at New San Mateo Subd., Phase 1 4 4, Brgy. Guitneng Bayan I, San Mateo, Rizel

WITNESS MY HAND AND SEAL this SEP 17 2022 of	A REGAL Provincial
Capitol, Antipolo City	
Doe No. 12 Page No 14	TY. ANNA MARIE L. SANTOS NOTARY FUSLIC
Book No 1 for	Angeno NOTARY PUBLIC
	Valid until Document of Con-
PTR N	Rell of Altomeys No. 05222 / Rizal lo. 17132074 / January 3, 2022 / Rizal Lifetime Mamber No. 015332 / Rizal Lifetime Mamber No. VI-0007883

ompliance No. VI-0007883



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

12 September, 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

Construction of Roadway Lightings at Brgy. Dalig and Brgy. Dulumbayan, Teresa, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

(1/18 - 2023

uan paglo Miguel E. Manlapit

CONTRACT AGREEMENT 72

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 scal 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. VNARES, herein referred to as the PROVINCE; and

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

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordinance No. 07, w. 2022 namely:

Construction of Roadway Lightings at Brgy, Delig and Brgy, Dolumbeyon, Toreso, 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 09 August 2022 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Eight Bundred Thirty-Four Thousand One Hundred Seventeen Peros 6 73/100 (P 4, 834, 117.73), 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 Sixty-Eight (68) 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. 07, 6, 2022
 - 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 bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Four Million Eight Hundred Thirty-Four Thousand One Hundred Seventeen Pesos

 8.73/100 (P4,834,117.73), 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 Four Hundred Fifty Thousand Two

Hundred Thirty-Five Pesos 6 32/100

(P_1,450,235,32) 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 partion for every day of delay. (Ince the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing $\sqrt{\gamma}$ 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		•	P 12 2022 day of
L. SUSEBIO ACE DEVELOPMENT CORPORATION	RIZAL PR	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation			
By:	By:	50	
JUAN PAULO MILLEL E. MANLAPIT	N)	NA RICCIA, YNA	RES
Proprietor/Manager/President		overnor	
	WITNESSES	· O/	
LOLITA B. DE GOZMAN	N	IA. VICTORIAB. T	EJADA
NOTA	RIAL ACKNOWLEDGM	ENT	
11017		6146	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIAGORO, Rizal) S.S.		80	
BEFORE ME, a Notary Public	for and incampolis City, per	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
UAN PAULO MIGUEL E. MANLAPIT	TIN NO. 000-159-917		
All known to me and to me known and acknowledgment that the same is respectively present	own to be the same person/s their free voluntary act and	who executed the fore deed as well as the	going instrument entity that they
This instrument, consisting of the written and has been signed by the parties			
Construction of Rosdway Light Rizal	ings at Brgy. Dalig a	- 222-500-500-5	
WITNESS MY HAND AND SE Capito!, Antipolo City,	At thisday of SE	P 1 2 1022 Angor at Rizal	o, Rizal Provincial
b 41 6 6		1-	
D∞ No <u>C3</u> Page No <u>L5</u>	1	TY. ANNA MARIE L. S	ANTOS
Book No.		NOTARY PLE	IJC
Series 20 32	t t	Argono, Binangonan a all in the PROVINCE OF	Olifolia Olifal
		Valid until December 31	2023
		11.00	ė.

Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016632 / Rizal MCLE Compliance No. VI-0007883