

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION that work may proceed on the Construction of 17x30m Ynares Multi-Purpose Covered Court at Vermont Royale Executive Village, Brgy. Mayamot, Antipolo, City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

10.58.00

09/21/2022# 1

## KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
O:	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized lexisting under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, cumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
and Pro	ANROL CONSTRUCTION , a sole proprietorship/private corporation, duly sanized and existing under the laws of the Republic of the Philippines, with principal place of business of the address at Pasig City , and herein represented by its oprietor/President/General Manager, CLARENCE CACHO , of legal age, Filipino zen, single/married, resident of Pasig City , hereinafter referred to as the ONTRACTOR. WITNESSETH, That,
pur	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in suant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2022 namely:
	Construction of 17x30m Ynares Multi-Purpose Covered Court at Vermont Royale Executive Village, Brgy. Mayamot, Antipolo City
Bid the foll	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive in a public bidding held last 21 September 2022, has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the lowing standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of Six Million Seven Hundred Seventy-Three Thousand the Hundred Pesos & 19/100 (P 6,773,900.19), Philippine Currency.
her	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto reby agree as follows:
Do Cor 201	1. The whole works subject matter of this Agreement shall be completed within the Hundred Sixty-Two (162) calendar days, in accordance with the provisions of the Bid reuments, Approved Plans, Program of Works and Specifications, General and Special Conditions of intract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 16 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated rewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 10, 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
)	<ul><li>i. Addenda and Supplemental Bulletin</li><li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li></ul>
latt of	2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the ter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject this Agreement in conformity with the province of the Contract;
_	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Million Seven Hundred Seventy-Three Thousand Nine Hundred Pesos & 19/100

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;

(P6,773,900.19 /), 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 Two Million Thirty-Two Thousand One Hundred Seventy Pesos & 06/100
- (P 2,032,170.06 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

Z

× \

of broke

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 May 07 2022 day of at Antipolo City.

ANROL CONSTRUCTION
Entity/Firm/Corporation

By:
CLARENCE CACHO
Proprietor/Manager/President

WITNESSES

LOLITAB. DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

NINA RICCIA. YNARES
4 Governor

WITNESSES

MA. VICTORIA B. TEJADA

## NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CHAYGORO, 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

CLARENCE CACHO

TIN NO. 151-542-125

All known to me and to me known to be the same person/s who executed the foregoing instrument and 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 17x30m Ynares Multi-Purpose Covered Court at Vermont Royale Executive Village, Brgy. Mayamot, Antipolo City

Construction of 17x30m Yna: Executive Village, Brgy. M	res Multi-Purpose Covered Cod ayamot, Antipolo City	if the vermone may are
WITNESS MY HAND AND Capitol, Antipolo City.  Doc No. 179 Page No. 31 Book No. 1 Series 20 72.	No for Angono all in the Valid un Ad Roll of PTR No. 17132 IBP Lifetime	, at Rizal Provincial NAMARIE L. SANTOS OTARY FUBLIC , NICTORAY PUBLIC PROVINCE OF RIZAL fill December 31, 2023 m. Matter 22-002 Attorneys No. 69250 2074 / January 3, 2022 / Rizal Member No. 016632 / Rizal mpliance No. VI-0007883



### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 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

Asphalt Overlaying / Concrete Reblocking (portion) of Charles St., Bloomingdale Subd., 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 truly yours,

NINA RICCI A. YNARES

Governor

I acknowledge receipt of this Notice on:

1028.27

Authorized Signature:

Name of the Representative of the Bidder:

GERALDÆENN SJ. BILOG

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-
The <b>PROVINCIAL GOVERNMENT OF RIZAL</b> , 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 <b>GOVERNOR</b> , <b>HON. NINA RICCI A. YNARES</b> , herein referred to as the <b>PROVINCE</b> ; and
a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
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 21 September 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
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 Colorests, 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:
<ul> <li>a. SP Ordinance No.</li> <li>b. Certificate of Availability of Funds</li> <li>c. Scope/Program of Work and Detailed Estimate</li> <li>d. Plans and Specifications</li> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> </ul>
<ul> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> </ul>
i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto
<ol> <li>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;</li> </ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

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

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

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

De la companya della companya della companya de la companya della companya della

26

A

pro

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 Ant	* '	ny other courts.	
IN WITNESS WHEREOF, the	parties have hereunto signed ipolo City.	d this Agreement this	26 2022 day of
GKE BUILDERS	DIZAI DD	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation	KIZAL I K	OVINCIAL GOVER	
By:	By:	1	
GERALD KEN S.J. BILOG	•	May VNA	DEC
Proprietor/Manager/President	N	NA RICCI A. YNAI Governor	KES .
LOLIPA B. DE GUZMAN	WITNESSES	IA. VICTORIA B. T	EJADA .
NOTA	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYONO, Rizal ) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo 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
GERALD KENN S.J. BILOG	TIN NO. 196-519-323		
All known to me and to me known and acknowledgment that the same is respectively present.  This instrument, consisting of written and has been signed by the partie as the lt.  Subd.,	their free voluntary act and three (3) pages including this as hereto in each and every page ablocking (portion) o	page wherein this act	entity that they knowledgment is Agreement for:
		OCT 26 2022	
WITNESS MY HAND AND SE Capitol, Antipolo City.	EAL thisday of	at Rizal	Provincial C
Doc NoPage No		ATTY. ANNA MARIE NOTARY PUE for Angent Asing the tree	BLIC
Book NoSeries 20		for Angent Air angent all in the PROVINCE Valid until December Adm. Matter 2	er 31, 2023

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



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 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 Asphalt Overlaying/Concrete Reblocking at Brgy. San Isidro, Angono, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly/yours,

NINA RICCI A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

10.28.22

JUAN PAOLO MIGUEL E. MANLAPIT

## 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

L.	EUSEB!	O ACE	DEVEL	OPMENT	CORPORATION	, a sole p	ropriet	orship/p	riva	ite corp	oratio	on, c	luly
organi	zed and	existing	under	the laws	of the Republic	of the Phili	ppines,	with pr	inci	pal plac	ce of	busii	ness
and	office	address	at	Pas	rie City	, , ,	and	herein	T	epresen	ted	by	its
Propri	etor/Pres	sident/Ge	eneral	Manager	JUAN PAULO	MIGUEL E	. MAN	LAPIT	of	legal	age,	Filip	oino
				dent of				hereina	fter	referre	ed to	as	the
CONT	TRACT	OR. WI	TNESS	SETH, Th	at,								

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, 2, 2022 namely:

Asphalt Overlaying/Concrete Reblocking at Brgy. San Isidro, Angono, 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 21 September 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 Twelve Million Nine Hundred Six Thousand Seven Hundred Fifty Pesos & 17/100 (P 12,906,750.17), 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 One Hundred Twenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 10, 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
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Twelve Million Nine Hundred Six Thousand Seven Hundred Fifty Pesos & 17/100

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;

a

- 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 Million Eight Hundred Seventy-Two Thousand Twenty-Five Pesos & 05/100
- (P\_3,872,025.05) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

d

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 the 12 day of at Antipolo City.

r	FUCURETO ACE DEVELOPMENT CORPORATEC	N7	PROVINCELLE COLUMN COLUMN
Le e	EUSEBIO ACE DEVELOPMENT CORPORATION  Entity/Firm/Corporation	N RIZAL	PROVINCIAL GOVERNMENT
	By:	By:	2
	JUAN PAULO MIGUEL E MANLAPIT		NINA RICCI A. YNARES
	Proprietor/Manager/President		Governor 18
	Iss.	WITNESSES	8
	LOLITA B. DE GUZMAN		MA. VICTORIA B. TEJADA
			Ĺ
	DIACOUR A TOTAL	T A CIZATORATE TO	CIRATEINITE

#### NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Anti-Solo City, Dersonally appeared the following

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

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

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

Asphalt/Overlaying/Concrete Reblocking at Brgy. San Isidro, Angono, Rizal

WITNESS MY HAND AND SEAL	ARGON Provincial	
Capitol, Antipolo City.	ATTY. ANNA MARIE L. SANTOS	_
Page No. 33 Book No.	NOTARY PUBLIC	
Series 20_22	for Angener Sinangenar Bracona all in the PROVINCE OF RIZAL Valid until December 31, 2023	
	Adm. Matter 22-002 Roll of Attorneys No. 69250	
	PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016932 / Rizal MCLE Compliance No. VI-0067883	



### Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 2022

MR. LUISITO R. TIQUI L.R. TIQUI BUILDERS, INC. Sta. Maria Bulacan

Dear Mr. Tiqui:

The attached Contract Agreement having been approved, notice is hereby given to L.R. TIQUI BUILDERS, INC. that work may proceed on the Asphalt Overlaying/Concrete Reblocking at Brgy. Mahabang Parang, Angono, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

0.28.77

LUISITO R. TIOUI

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The <b>PROVINCIAL GOVERNMENT OF RIZAL</b> , 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 <b>GOVERNOR</b> , <b>HON. NINA RICCI A. YNARES</b> , herein referred to as the <b>PROVINCE</b> ; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Standard Rulean, and herein represented by its Proprietor/President/General Manager, LUISITO R. TICUI, of legal age, Filipino citizen, single/married, resident of Standard Rulean, 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. 10, 8, 2022 namely:
Asphalt Overlaying/Concrete Reblocking at Brgy. Manabang Parang, Angono, 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 21 September 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
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within the 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 CD Ordinana Na 10 - 2022



- a. SP Ordinance No. 10. 8. 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
- Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;



3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Million Four Hundred Seventy-Nine Thousand Nine Hundred Ten Pesos

& 39/100 (P 7,479,910.39 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Million Two Hundred Forty-Three Thousand Nine Hundred Seventy-Three Pesos & 12/100

  (P\_2,243,973.12 \_\_\_\_) Philippine Currency, as a measure of guarantee for the faithful compliance with
- (P\_2,243,973.12 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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







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

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

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

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

Entity/Firm/Corporation

By:

LUISITO R. TIQUI

Proprietor/Manager/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 CITY ) S.S.

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

Name/Entity Valid ID Presented Date Place

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

LUISITO R. TIQUI

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:

Asrbalt Overlaying/Concrete Reblocking at Brgy. Mahabang Parang, Angono, Rizal

WITNESS MY HAND AND SEAL thi OCT 2 6 2022	day of at Rizal Provincial
Capitol, Antipolo City.	
Doc No. 169 Page No. 25	ATTY ANNA MARIE L. SANTOS NOTARY PUBLIC
Book No.	for Angono Ginergonap is Cardona
Series 20_22	Valid until December 31, 2023
	Roll of Attorneys No. 69250
	IBP Lifetime Member No. 016632 / Rizal MCLE Compliance No. VI-0007883



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 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 Construction of Roadway Lightings at Brgy. Concepcion, 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 RICCI A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

LAURA L. MARRON

#### 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
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Finangonan</u> , Rizel , and herein represented by its Proprietor/President/General Manager, <u>LAURA L. MARRON</u> , of legal age, Filipino citizen, single/married, resident of <u>Rizel</u> , hereinafter referred to as the <b>CONTRACTOR.</b> WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, 2022 namely:
Construction of Roadway Lightings at Brgy. Concepcion, Baras, 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 21 September 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 Six Hundred Seventy Trousand Five Hundred Nine Pesos & 58/100 (P 4,670,509.58), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within S1xty (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. 10, 9. 2022
b. Certificate of Availability of Funds
* a Scane/Program of Wark and Detailed Estimate

1

- 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 hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Six Hundred Seventy Thousand Five Hundred Nine Pesos 58/100

  (P 4,670,509,58), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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;

B

Alm.

- 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 One Thousand One Hundred Fifty-Two Pesos & 87/100 (P 1,401,152.87)

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

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

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

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

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

H

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. OCT 26 2022 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. MARRON CONSTRUCTION & TRADING RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: MARRON Proprietor/Manager/President vernor Lan WITNESSES LOLITA B. DE GUZMAN B. TEJADA NOTARIAL ACKNOWLEDGMENT

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

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

Place Name/Entity Valid ID Presented Date HON. NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila LAURA L. MARRON TIN NO. 236-059-376

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

written and has been signed by the parties hereto in each and every page necess,	Totols to the Tigreement for
Construction of Rosdway Lightings at Brgy. Concercion, Ban	res, Rizel
Val R PTR No.	ANNA MARIE L. SANTOS NOTARY PUBLIC CONDARINANDON R. Cardona In the PROVINCE OF RIZAL id until December 31, 2023 Adm. Matter 22-002 roll of Attorneys No. 69250 17132074 / January 3, 2022 / Rizal attime Member No. 016632 / Rizal E Compliance No. VI-0007883



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 2022

MR. BRIAN D. FERIDO DUKHEA CONSTRUCTION Binangonan. Rizal

Dear Mr. Ferido:

The attached Contract Agreement having been approved, notice is hereby given to DUKHEA CONSTRUCTION that work may proceed on the Construction of Ynares Multi-Purpose Bldg. (Day Care and Senior Citizen's Office) at Brgy. Libid, 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. YNARĘS

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

BRIAN D. FERIDO

#### 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
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal , and herein represented by its Proprietor/President/General Manager,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, 5, 2022 namely:
Construction of Ymeres Multi-Purpose Bldg. (Day Cere and Senior Citizen's Office) at Brgy. Libid, Binangonan, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 21 September 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 11 Industry Nine Pesos 11 Industry Nine Pesos 12 Industry Now, Therefore, for and in consideration of the foregoing premises, the parties hereton
1. The whole works subject matter of this Agreement shall be completed within the Hundred Sixty-Eight (168) 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:
<ul> <li>a. SP Ordinance No. 10, 2. 2022</li> <li>b. Certificate of Availability of Funds</li> <li>c. Scope/Program of Work and Detailed Estimate</li> <li>d. Plans and Specifications</li> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> <li>i. Addenda and Supplemental Bulletin</li> <li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li> </ul>

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

(P 6,008,099,91 ), Philippine

latter 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 Six Million Eight Thousand Ninety-Nine Pesos & 91/100

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;

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 One Million Fight Fundred Two Thousand Four
- (P\_1,302,429.97 \_\_\_\_) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

The state of the s

A

W,

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

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

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

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

DUKHEA CONSTRUCTION
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

RIAN DA FERIDO

Proprietor/Manager/President

By:

NINA RICCI A. YNARES
Governor

WITNESSES

LOLITA B/DE GYZMAN

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CHTYONO, 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

BRIAN D. FERIDO

TIN NO. 300-263-262

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 Ynares Multi-Purpose Bldg. (Day Care and Senior Citizen's Office) at Brgy. Libid, Binangonan, Rizal

WITNESS MY HAND AND SEAL this 2 6 2022 day of

, at Rizal Provincial

Capitol, Antipolo City.

Series 20 22

Book No.

AFTY. ANNA MARIE L. SANTOS NOTARY FUBLIC

for Angino Tareyspublic ardona all in the PROVINCE OF RIZAL Valid until December 31, 2023

Adm. Matter 22-002

Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016632 / Rizal

MCLE Compliance No. VI-0007883



#### Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 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. Mambog, 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 RIQCIA. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

10.28.20

JUAN PAOLO MICUEL E. MANLAPIT

#### 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

				RPCRATION of the Republ				ate corporational	
and offi	ce addre	ss at	Pa	sig City	,	and	herein r	epresented	by its
Proprietor	/President/	General	Manager	, JUAN PAU	LO MIGUEL	E. MAI	LAPIT of	legal age,	Filipino
citizen, s	ingle/marri	ed, resi	ident of	Pesig	City	,	hereinafter	referred t	o as the
CONTRA	ACTOR. W	TTNES	SETH, Th	at,					
				declares that igan Ordinan					tructed in mely:

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 21 September 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 Pesos & 98/100 (P 5,883,007.88), 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-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. 10, 5. 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
  - 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 Five Million Eight Hundred Eighty-Three Thousand Seven Pesos & 98/100

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;

8

B

- 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 Seven Hundred Sixty-Four Thousand Nine Hundred Two Pesos & 39/100
- (P\_1,764,902.39 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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



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 thou 2 6 2012 ay of at Antipolo City.

Lolitab. DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCIA. YNARES

Governor

WITNESSES

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITTO (N. 1221) 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

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. Mambog, Binangonan, Rizal

WITNESS MY HAND AND SEAL this Capitol, Antipolo City.	T 26 2022 day of at RESEPTOVIRERAL
Doc No.   55 Page No.   32 Book No.   ( Series 20 22	ATTY: ANNA MARIE L. SANTOS NOTARY FUBLIC for Angono, Binangonan Carrona all in the PROVINCE OF RIZAL
	Valid until December 31, 2023  Adm. Matter 22-002  Roll of Attorneys No. 69250  PTR No. 17132074 / January 3, 2022 / Simple Ptr No. 17132074 / January 3, 2022 / Simple Ptr No. 016632 / Simple Ptr No

MCLE Compliance No. VI-000788



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 2022

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Repair / Repainting of Ynares Multi-Purpose Covered Court, Comfort Room and Fence at Brgy. Libis, 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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

0.28.22

LAURO M. UBIADAS

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized
and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by
its GOVERNOR, HON. 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 <a href="Binengonen">Binengonen</a> , Rizel, and herein represented by its Proprietor/President/General Manager, <a href="LAURO M. UBIADAS">LAURO M. UBIADAS</a> , of legal age, Filipine citizen, single/married, resident of <a href="Binengonen">Binengonen</a> , Rizel, 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. 10, \$1, 2022 namely:
Repair/Repainting of Ynares Multi-Purpose Covered Court, Comfort Room and Fence at Brgy. Libis, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 21 September 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 Three Million Four Hundred Seventy-One Thousand Four Hundred Pesos & 93/100 (P 3,471,400.93), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within <u>Fighty-Five</u> (85) 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. 10, 10, 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 hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Four Hundred Seventy-One Thousand Four Hundred Pesos & 93/100 (P\_3.471.400.93), 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;





B

- 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 Forty-One Thousand Four Hundred Twenty Pesos & 28/100 (P 1,041,420.28 )

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 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 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 OCT 26 20 Way of at Antipolo City.

KIT UBIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: LAURO M. UBIADAS Governor Lan Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CANGono, 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 LAURO M. UBIADAS TIN NO. 008-410-689 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/Repainting of Ynares Multi-Purpose Covered Court, Comfort Room and Fence at Brgy. Libis, Binangonan, Rizal WITNESS MY HAND AND SEAL this ([] 7 6 7) Hay of Capitol, Antipolo City. Doc No. \_\_ NOTARY PUBLIC Page No. \_\_\_\_\_ 32 for Angono, Birargaray & Castord all in the PROVINCE OF RIZAL Book No. Series 20 22

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

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



### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 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 Improvement of 2-Storey Ynares Multi-Purpose Bldg. (Brgy. Hall) at Brgy. Ithan, 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 RICÇI A. YNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

6.28-22

09/21/2022# 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 RICCI A. YNARES**, herein referred to as the **PROVINCE**; and

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
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance Nonamely:
Emprovement of 2-storey Ynares Multi-Purpose Duilding (Brgy. Hall) at Brgy. Ithan, Binangonan, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 21 September 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 Seventy-Six (P / 23,070.24 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Seventy (70) 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:
10 ~ 2000

- a. SP Ordinance No. 10, 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
- 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;

Jan Jan

16

- 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 Thirty-Seven Thousand Nine Hundred Twenty-Two Pesos & 87/100 (P 237, 922.87)

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

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

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

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

12

) Top

20

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 that 26 2022 day of at Antipolo City.

## DIAZ AQUINO CONSTRUCTION CORPORATION

Entity/Firm/Corporation

By:

Proprietor/Manager/President

By:

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA B. DE G

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CPTYjono, 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. AOUINO

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:

Improvement of 2-storey Yneres Multi-Purpose Building (Brgy. Hall) at Brgy. Ithen, Binengonen, Rizel

WITNESS MY HAND AND SEAL ttfl [ 7 6 2022 day of \_ Capitol, Antipolo City.

, at Rizal Provincial

Doc No.

Page No. 35 Book No.

Series 20 22

ATTY ANNA MARIE L. SANTOS **NOTARY PUBLIC** 

for Angono Giagracorer & Octobra all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002

Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016632 / Rizal

MCLE Compliance No. VI-0007883



#### Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 2022

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

Dear Mr. Santos:

The attached Contract Agreement having been approved, notice is hereby given to FLS CONSTRUCTION & BUILDERS that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Marick Subd., Brgy. Sto. Domingo, 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.

NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on: 10.287

Authorized Signature:

Name of the Representative of the Bidder:

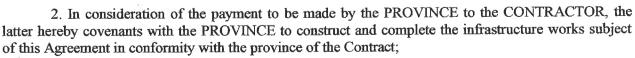
FELIMON M. SANTO

## **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
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
Repair/Repainting of Ynares Multi-Purpose Covered Court at Marick Subd., Ergy. Sto. Domingo, Cainta, 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 21 September 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 Six Hundred Thirty-Six Thousand Seven Hundred Plans Pages & 29/100 (P 636,781-29 ), 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 Sixty-Five (65) 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:
<ul> <li>a. SP Ordinance No. 10, 2022</li> <li>b. Certificate of Availability of Funds</li> <li>c. Scope/Program of Work and Detailed Estimate</li> <li>d. Plans and Specifications</li> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> <li>i. Addenda and Supplemental Bulletin</li> </ul>
j. Notice of Award of Contract and the Contractor's Conformity thereto





3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Hundred Thirty-Six Thousand Seven Hundred Eighty-One Pesos 3 29/100

(P 636,781,29 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 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; (t)
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Sundred Ninety-One Thousand Thirty-Four
- (P\_\_\_1.91, 0.34.39 \_\_\_\_) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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







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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this OCT 16 2022 day of at Antipolo City.

FLS CONSTRUCTION AND BUILDERS RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation

By:

By:

WITNESSES

LOLUTA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

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

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

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.

Valid ID Presented

Passport No. P7689056B

TIN NO. 137-732-196

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

Repair/Repainting of Ymares Multi-Purpose Covered Court at Marick Subd., Brgy. Sto. Domingo, Cainta, Rizal

	WITNESS MY HAND AND SEAL this	26 2022	at Rizat Provincial
	WITNESS MY HAND AND SEAL this	day of	, at Rizal Brovincial
Capitol,	, Antipolo City.		
Doc No	leu	ATT	Y ANNA MARIE L. SANTOS

Page No. 34
Book No. Series 20 22

Name/Entity

HON. NINA RICCI A. YNARES

FELLING SANTOS

NOTARY PUBLIC

for Angene Binardopan & Cardona
all in the PROVINCE OF RIZAL
Valid until December 31, 2023
Adm. Matter 22-002
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal
IBP Lifetime Member No. 016632 / Rizal
MCLE Compliance No. VI-0007883

Place

Manila

Date

September 24, 2031



#### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

26 October, 2022

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

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION that work may proceed on the Repair / Repainting of Ynares Multi-Purpose Covered Court at St. Joseph, Brgy. Sto. Domingo, 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

I acknowledge receipt of this Notice on:

**Authorized Signature:** 

Name of the Representative of the Bidder:

10.28.20

MAGNO

09/21/2022# 11

# 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
TRANCOM ENGINEERING CONSTRUCTION , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <a href="Taytey">Taytey</a> , Rizal , and herein represented by its Proprietor/President/General Manager, <a href="Manager">DANTIO 0</a> , MAGNO , of legal age, Filipino citizen, single/married, resident of <a href="Taytey">Taytey</a> , Rizal , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, 8, 2022 namely:
Repair/Repainting of Ynares Multi-Purpose Covered Court at St. Joseph, Brgy. Sto. Domingo, Cainta, 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 21 September 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 Cne Million One Hundred Twenty-Nine Thousand Six Hundred Thirty-Two Pesos 65/100 (P 1,129,632,65 ), Philippine Currency.  NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within
Sixty (60) 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. 10, 8. 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
<ul> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> </ul>
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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million One Hundred Twenty-Nine Thousand Six Hundred Twirty-Two Pesos (P1,129,632.65), 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;

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

1/2

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

Paradred Eighty-Nine Pesos & 80/100

(P\_\_338\_389\_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 maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

1/2

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

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 that 126 2022 day of at Antipolo City.

TRANCOM ENGINEERING CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

NINA RICCIA. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITTOGONO, 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

DANILO O. MAGNO TIN NO. 130-861-254

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

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

Repair/Repainting of Ynares Multi-Purpose Covered Court at St. Joseph, Brgy. Sto. Domingo, Cainta, Rizal

WITNESS MY	HAND AND SEAL this_	OCT 26 2022 of	, at Rizal Provincia	ıl
Capitol, Antipolo City.				
	N			

Page No. 34
Book No. 35
Series 20 22.

NOTARY FUBLIC for Angono, Britangonan U Cardona all in the PROVINCE OF RIZAL Valid until December 31, 2023

Adm. Matter 22-002

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



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 2022

MS. JOANNA T. VALENTINO STEELBEND CONSTRUCTION, INC. San Juan, City

Dear Ms. Valentino:

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION, INC. that work may proceed on the Repair / Repainting of Ynares Multi-Purpose Covered Court at Cainta Greenpark Village Zone 3, 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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

IOANNA T-VALENTING

# CONTRACT AGREEMENT $_{1\!\!\!\!/}$

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. 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
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance Nonamely:
Repeir/Repainting of Ynares Bultipurpose Covered Court at Cainta Green- park Village Lone 3, San Isidro, Cainta, 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, 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
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 Complete the 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:
<ul> <li>a. SP Ordinance No. 10, 2022</li> <li>b. Certificate of Availability of Funds</li> <li>c. Scope/Program of Work and Detailed Estimate</li> <li>d. Plans and Specifications</li> <li>e. Construction Schedule</li> </ul>
<ul> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> </ul>
<ul><li>h. Bid Security</li><li>i. Addenda and Supplemental Bulletin</li><li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li></ul>
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 Hundred Twenty Five Thousand Three Hundred Forty seven 1850s and 18/100 (P 185, 47, 18 ), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

- 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 sundred signify seven Thousand Six numbed
- (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 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

Sonder

3

Z

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 act 1 to 100 of \_ at Antipolo City.

Steelbend Construction, Inc. Entity/Firm/Corporation

By:

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES Governor >84

WITNESSES

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITAngono, 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

Jessa Payte

009-268-226

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

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

Repair/Repainting of Ynares Multipurpose Covered Court at Cainta Greenpark Village Jone 3, Brgy. San Isidro, Cainta, Rizal

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_day of OCT 26 2022, at Rizal Provincial Capitol, Antipolo City.

Doc No. Page No. \_\_\_\_ Book No.

Series 20 22

**NOTARY PUBLIC** 

for Angono, Binangonar & all in the PROVINCE OF Valid until December 31, 2023

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

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



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 2022

MS. JOANNA T. VALENTINO
STEELBEND CONSTRUCTION, INC.
San Juan, City

Dear Ms. Valentino:

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION, INC. that work may proceed on the Repair / Repainting of Ynares Multi-Purpose Covered Court at Mercedes Executive Village, Brgy. San Andres, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

09/21/2022# 13

# CONTRACT AGREEMENT 3

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-

	The <b>PROVINCIAL GOVERNMENT OF RIZAL</b> , 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 <b>GOVERNOR</b> , <b>HON. NINA RICCI A. YNARES</b> , herein referred to as the <b>PROVINCE</b> ; and
	, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
	Repair/Repainting of Ynares Sultipurpose Covered Court at Mercedes Executive Village, Brgy. San Andres, Cainta, 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
	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 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. 10 s, 2022 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
>	<ul> <li>d. Plans and Specifications</li> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> </ul>
	<ul><li>h. Bid Security</li><li>i. Addenda and Supplemental Bulletin</li><li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li></ul>
	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 Che Million Four Hundred Forty Nine Thousand Five Hundred Ninety in Legal Co.
	Our on the construction and only your completion of the infrastructure 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;

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 our fundred Thirty our Thousand Light
Sundred Seventy Sight Peace and 81/100
(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 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



96



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 \_\_\_\_\_\_ of \_\_\_\_\_ at Antipolo City.

Steelband Construction, Inc.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

By:

NINA PICCI A. YNARES
Governor C&

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITAINGONO, 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

Jessa Payte

009-268-226

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

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

Repair/Repainting of Ynares Aultinurpose Covered Court at Mercedes Executive Village, Brgy. San Indres, Cainta, Rizal

WITNESS MY HAND AND SEAL this OCT 26 202 (ay of Capitol, Antipolo City)

at Rizal Provincial

Doc No. 101
Page No. 34
Book No. 1

Series 20 22

ATTY: ANNA MARIE L. SANTOS
NOTARY FUBLIC
for Anguar, Sinanguar Cardona
all in the PROVINCE OF RIZAL
Valid until December 31, 2023
Adm. Matter 22-002

Adm. Matter 22-002 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016632 / Rizal

MCLE Compliance No. VI-0007883



#### Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 2022

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

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION that work may proceed on the Repair / Repainting of Ynares Multi-purpose Covered Court at Greenpark Village, Zone 4, 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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

D.28.20

# CONTRACT AGREEMENT |

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized
and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial 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
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last, has accepted and binds itself to undertake the construction and completion of the above 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
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
1. The whole works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
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

2. In consideration of the payment to be made by the PROVINCE to the CONTRAC 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;

Two3 to The PROVINCE hereby covenants to pay to	he CONTRACTOR the	amount of PESOS
	(P 2,118,329	), Philippine
Currency, in consideration of the construction and only	upon completion of the	

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 Six Hundred Thirty-Five Thousand Four Hundred
- (P\_635,498.96 \_\_\_\_\_) 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 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.

14

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 126 2022 day of at Antipolo City.

TRANCOM ENGINEERING CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

NINA RICCI A. YNARES

GOVERNO

Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CATAGORO, 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

DANILO O. MAGNO TIN NO. 130-861-254

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

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

Repair/Repainting of Ynares Multi-Purpose Covered Court at Greenpark Village, Zone 4, Brgy. San Isidro, Cainta, Rizal

some 4, pred, pan raturo, carnes,	WITOI		
	OCT 2 6 2022	Anco	no Divol
WITNESS MY HAND AND SEAL 1		, at Rizal I	Provinciaf
Capitol, Antipolo City.			
Doc No\48		ATTY. ANNA MARIE	L. SANTOS
Page No		NOTARY PUB	V-1-1-20 (-1-1-2)
Book No		for Angordalenatedilla	
Series 20 22		all in the PROVINCE	OFRIZAL

Valid until December 31, 2023
Adm. Matter 22-002
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal
IBP Lifetime Member No. 016632 / Rizal
MCLE Compliance No. VI-0007883



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 2022

MR. ARNIL D. SANCHEZ
AD SANCHEZ CONSTRUCTION
Taytay, Rizal

Dear Mr. Sanchez:

The attached Contract Agreement having been approved, notice is hereby given to AD SANCHEZ CONSTRUCTION that work may proceed on the Repair/Repainting of 2- Storey Ynares Multi-Purpose Bldg. (Brgy. Hall) at Brgy. Looc, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCIA. YNARES Governor

I acknowledge receipt of this Notice on:

10.28.22

Authorized Signature:

Name of the Representative of the Bidder:

ARNILO. SANCHEZ

# CONTRACT AGREEMENT 15

### 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 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
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Taytay 121 , and herein represented by its Proprietor/President/General Manager, of legal age, Filipino citizen, single/married, resident of , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, 6, 2022 namely:
Sepair/Repainting of 2 storey Thares Multipurpose Building (Brgy. Hall) at Brgy. Locc, Cardona, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
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 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:
<ul> <li>a. SP Ordinance No. 10, 2, 2022</li> <li>b. Certificate of Availability of Funds</li> <li>c. Scope/Program of Work and Detailed Estimate</li> </ul>
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
<ol> <li>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;</li> </ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Hundred Sixty Thousand Seven Mundred One Posos and 23/100 (P 660,701.23 ), 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 Hundred Ninety Fight Thousand Two Hundred Ten Fesos and 37/100 (P 198 210 37 )

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 WHEREOF, the parties have hereunto signed this Agreement this OCT 26 2022 day of at Antipolo City. Sinchez Construction RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: RICCI A. YNARES Proprietor/Manager/President WITNESSES B. DE GUZMAN B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITAngono, Rizal) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Place Date HON, NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila rnil Deloria Sanchez 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 2 storey Vnures Fultipurpose Building (Brgy. Hall) at Ergy. Looc, Cardona, Rizal

\_\_\_\_day of \_\_\_\_\_0CT 26 2022 WITNESS MY HAND AND SEAL this Capitol, Antipolo City. Doc No. Page No. Book No. all in the PROVINCE OF RIZAL Series 20 22 Valid until December 31, 2023 Adm. Matter 22-002 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016632 / Rizal MCLE Compliance No. VI-0007883



#### **OFFICE OF THE GOVERNOR**

#### NOTICE TO PROCEED

26 October, 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

Improvement of Perimeter Fence (Portion) at Brgy. Takungan, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor A. MARES

I acknowledge receipt of this Notice on:

10.28.22

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:-

nized pitol, ct by
duly
duly iness its ipino s the
ed in
tence nsive ortake h the cation hirty oncy.
ereto
vithin e Bid ns of y the grated
· ·
R, the object
ppine vorks in the
ten in ha han ee vie in yr.

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 Ninety-Five Thousand Three Hundred

Twenty-Nine Pesos & 24/100

(P 295,329.24 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

The state of the s

2

JA.

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.

16

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 NOV 07 2022 day of at Antipolo City.

GKB BUILDERS

Entity/Firm/Corporation

/

By:

GERALD KENN S.J., BILOG Proprietor/Manager/President By:

NINA RICCI A. YNARES

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CHTY (000) RESELVED 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

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:

IMPROVEMENT OF Perimeter Fence (portion) at Brgy. Takungan, Pililla, Rizal

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_ day of \_\_\_\_\_\_, at Rizal Provincia Capitol, Antipolo City.

Doc No. 178 Page No. 27

Book No. Series 20 22

ATTY ANNA MARIE L. SANTOS
NOTARXIONALE V PUBLIC
for Angeno, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Valid until December 31, 2023
Adm. Matter 22-002

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



#### Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 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 Asphalt Overlaying / Concrete Reblocking at Brgy. Niogan, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES Governor

I acknowledge receipt of this Notice on:

**Authorized Signature:** 

Name of the Representative of the Bidder:

JUAN PAOLO MISUEL E. MANLAPIT

### 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

L.	EUSEBIO	ACE	DEVEL	OPMENT	CORPORA	ATION,	a sole pro	prieto	rship/pri	vate corp	ooration, du	ly
organiz	zed and exi	isting	under t	he laws o	f the Rep	ublic of	he Philipp	ines, v	with prin	icipal pla	ce of busine	SS
and	office ad	dress	at	Pas	ig City		, ,	and :	herein	represen	ted by i	its
											age, Filipir	
citizen	, single/m	arried,	resid	ent of	Pes	ia City		, h	ereinaft	er referre	ed to as the	he
CONT	TRACTOR	. WIT	NESS:	ETH, Th	nt,							
pursua	WHERE.										constructed namely:	in
	Asphalt (	Overl	eying.	/Concre	ete Reb.	Locking	at Brgy	. Ná	ogan, l	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 bidding held last 21 September 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 Eight Million Four Hundred Seventy-One Thousand Eight Hundred Twenty-Five Pesos 8 44/100 (P 8,471,825.44), 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 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. 10, 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
  - 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 Eight Million Four Hundred Seventy-One Thousand Eight Hundred 1
    Pesos & 44/100 (P 8,471,825,

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



7

lo

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9 New 4 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.

7

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

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

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

L. EUSEBIO ACE DEVELOPMENT CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:/

JUAN PAULO MIGUEL E. MANLAPIT

Proprietor/Manager/President

By:

NINA RICCI A. YNARES

Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITYGONO, 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

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

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

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

Asphalt Overlaying/Concrete Reblocking at Brgy. Niogan, Pililla, Rizel

WITNESS MY HAND AND SEAL the CT 2 5 2022 day of \_\_\_\_\_\_, at Rizar Provincing Capitol, Antipolo City.

Capitol, 1 mapolo City

Book No. Series 20 22

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angong Bigger ADV PUBLIC

for Angono, Binang Track & Partition all in the PROVINCE OF RIZAL Valid until December 31, 2023

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

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



#### Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 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. Niogan, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A YNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

JUAN PAOLO MIGUEL E. MANLAPIT

0.28.22

#### 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

	EUSEBIO ACE DEVELOPMENT CORPORATION, a sole proprietorship/private corporation, duly anized and existing under the laws of the Republic of the Philippines, with principal place of business
and	office address at <u>Pariz City</u> , and herein represented by its prietor/President/General Manager, JUAN PAULO MIGUEL E. MANLAPIT, of legal age, Filipino
citiz	ven, single/married, resident of Pasia City , hereinafter referred to as the NTRACTOR. WITNESSETH, That,
purs	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in suant of the Sangguniang Panlalawigan Ordinance No. 10, 9, 2022 namely:
	Construction of Roedway Lightings at Brgy. Niogan, Pililla, 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 21 September 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 Figure 10 Percentage 24/100 (P 4.884, 362.49), 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. 10, . 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
- 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 Million Eight Hundred Eighty-Four Thousand Three Hundred Sixty-Two Pesos (P 4,884,362.49), 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;

B

8

12

- 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 Sixty-Five Thousand
- (P\_1465,308.75 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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 thereon.
- 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

B

\$

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 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 CT 26 2022 day of at Antipolo City.

L. EUSEBIO ACE DEVELOPMENT CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

JUAN PAULO MIGNEL

Proprietor/Manager/President

By:

NINA RICCI A. YNARES Governor La

WITNESSES

OLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA ...

#### NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Antipolo City, 73ersonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

JUAN PAULO MIGUEL E. MANIAPIT 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. Niogan, Pililla, Rizal

WITNESS MY HAND AND SEAL tHACT 26 2022 day of , at Riza Provincias Capitol, Antipolo City.

Doc No.

Page No. Book No.

Series 20 22.

**NOTARY PUBLIC** fer Angono, Binangonan & CARTERY PUBLIC

all in the PROVINCE OF RIZAL

Valid until December 31, 2023 Adm. Matter 22-002 Roll of Attorneys No. 69250

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



# Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

26 October, 2022

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Improvement of Drainage Canal at J.M. Catolos St., Brgy. Katipunan-Bayani, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

0.28.22

AYRO M. UBIADAS

### CONTRACT AGREEMENT 19

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-
The <b>PROVINCIAL GOVERNMENT OF RIZAL</b> , 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 <b>GOVERNOR</b> , <b>HON. NINA RICCI A. YNARES</b> , herein referred to as the <b>PROVINCE</b> ; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
Improvement of Prainage Canal at J.M. Catolog St., Brgy Katipusen Bayani, Tanay, 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
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 href="Months-of-twenty">One B ndred Twenty</a> (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 10, 5, 2022
<ul><li>b. Certificate of Availability of Funds</li><li>c. Scope/Program of Work and Detailed Estimate</li></ul>
d. Plans and Specifications
<ul> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> </ul>
<ul><li>i. Addenda and Supplemental Bulletin</li><li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li></ul>
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
Pour Million Four Hundred Two Thousand Two Mundred Leventy Two Pescs and 08/100 (P 4.402.272.08 ), 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 Three Funded Twenty Thousand
- (P\_1\_320\_681\_62 \_\_\_\_) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

B

lei

Su.

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 CT 26 2022 day of at Antipolo City. Mit Woisdas Construction Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Raid Lauro M. Ubiadas NINA RICCI A. YNARES Governor 58 Proprietor/Manager/President WITNESSES B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)

ANTIPOLO CIANGONO, Rizal ) S.S.

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

Valid ID Presented Date Place Name/Entity HON. NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila 008-410-689 Lauro M. Ubiadas

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 Drainage Canal at J.M. Catolos St., Brgy. Ka-tipunanbayani, Tenay, Rizal

WITNESS MY HAND AND SEAL this \_ 26 2022 day of Capitol, Antipolo City.

Doc No. \_\_\_151 Book No. Series 20 72.

NOTARY PUBLIC for Angene, Binangenan & Cardona all in the PARYING DETRIZAL Valid until December 31, 2023
Adm. Matter 22-002 Rell of Atterneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016632 / Rizal MCLE Compliance No. VI-0007883



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 2022

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Improvement of 2-Storey Ynares Multi-Purpose Bldg., (Daycare Center & Livelihood) at Blk. 17 Egypt St., Bagong Pag-Asa Brgy. Sta. Ana, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

NINA RICCI A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

10.58.55

09/21/2022# 20

# CONTRACT AGREEMENT 20

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
Nit Ubisdas Construction Corp., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, Isuro 1.0 Ubisdas, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, 5, 2022 namely:
Improvement of 2_storey Ynares Multipurpose Bldg. (Daycare Center & Livelihood) at Blk. 17 Egypt St., Bagons Pag-Asa Brgy. Sta Ana, Taytay, 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 Sept. 21, 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 Eight Hundred Fourteen Thousand Six Hundred Eighty  Tesos and 48/100 (P 814.60. 48 ), 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 Fifty Seven (57) 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:
<ul> <li>a. SP Ordinance No</li></ul>
<ul><li>i. Addenda and Supplemental Bulletin</li><li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li></ul>
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

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

Eight Hundred Fourteen Thousand Six Hundred Eighty Pesos and 43/100

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;

- 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 Four Thousand Four Fundred

(P\_244,408.14 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

A A

Je.

12

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing  $\,\mathcal{W}\,$ 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 oth

	poto, with the exclusion	-	
IN WITNESS WHEREOF, the	parties have hereunto si ipolo City.	gned this Agreement this	CT 26 2022 day of
Kit Ubiadas Construction Corp Entity/Firm/Corporation	• RIZAI	PROVINCIAL GOVER	NMENT
By: ladis	By:	$\mathcal{M}$	
Lauro M. Ubiadas Proprietor/Manager/President		NINA RICCI A. YNAI Governor Left	RES
LOLITA E DE GUZMAN	WITNESSES	MA. VICTORIA B. T	EJADA .
/ NOTA	ARIAL ACKNOWLED	1	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CANGONO, Rizal ) S.S.	ACMIE MELEDI	ZIVIEN I	
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
Lauro M. Ubiadas	008-410-689		
All known to me and to me known and acknowledgment that the same is respectively present.  This instrument, consisting of the written and has been signed by the parties.	hree (3) pages including	and deed as well as the	entity that they
Improvement of 2-storey Livelihood) at Blk. 17 Egypt	Ynares Multipurpos St., Bagong P <sub>a</sub> g-lsa	e Bldg., (Daycare C Brgy. Sta. Ana, Ta	enter & ytay, Rizal
WITNESS MY HAND AND SE Capitol, Antipolo City.	AL this CT 26 2022 day of	, at Rizglo	royiRizel
Doc No. 156 Page No. 33 Book No. 1 Series 20 22.	all i Va	ANNA MARIE - SANTOS  NOTARY PUBLIC Igono, Binari (CATO-ARCAIRD) IBI In the PROVINCE OF RIZAL Idid until December 31, 2023  Adm. Matter 22-002 Ioli of Attarneys No. 69250	LIC

PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016632 / Rizal MCI F Compliance No. VI-0007883



### Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 2022

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Construction of Link Bridge at Muzon Elem. School School, Brgy. Muzon, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

NINA RICCI A. YNARES Governor

I acknowledge receipt of this Notice on:

10.28-22

Authorized Signature:

Name of the Representative of the Bidder:

LAURÓ M. UBIADAS

# CONTRACT AGREEMENT 2 1

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-
The <b>PROVINCIAL GOVERNMENT OF RIZAL</b> , 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 <b>GOVERNOR</b> , <b>HON. NINA RICCI A. YNARES</b> , herein referred to as the <b>PROVINCE</b> ; and
, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No.
Construction of Link Bridge at Museum Blass. School, Srgy. Nuseu.
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Coursets, 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. 10, 10, 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
<ul> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> </ul>
h. Bid Security
<ul><li>i. Addenda and Supplemental Bulletin</li><li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li></ul>
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;
Light Numbered Wighty Eight Thousand Nimety Mine Vacos and 52/100
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS  int lundred eighty fight Thousand linety line (P

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;

\*

PH .

- 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 was supposed in the large of the signing of this Agreement, the Contractor has posted the required performance security of PESOS was supposed in the signing of this Agreement, the Contractor has posted the required performance security of PESOS was supposed in the signing of this Agreement, the Contractor has posted the required performance security of PESOS was supposed in the signing of this Agreement, the Contractor has posted the required performance security of PESOS was supposed in the signing of this Agreement, the Contractor has posted the required performance security of PESOS was supposed in the signing of this Agreement, the Contractor has posted the required performance security of PESOS was supposed in the significant security of the significant security security of the significant security secu
- (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 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

B

Les

1.

los.

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 CT 26 2022 day of at Antipolo City.

Kit Ubisdan Construction Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: la. Bv: uro M. Ubindas Governor 1 Proprietor/Manager/President WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIAMgono, 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 008-110-689 uro . bisdas

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 link Bridge at Juson - les. Chool, Brgy, Ruson, ayung alsal

WITNESS MY HAND AND SEAL this OCT 26 202 ay of\_ Capitol, Antipolo City.

Doc No. Page No. \_ Book No. Series 20 2).

TY. ANNA MARIE L. SANTOS **NOTARY PUBLIC** fer Angeno, Binangonare CardenarC
all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal 157 Lifetime Member No. 016632 / Rizal MCLE Compliance No. VI-0007883



# Republic of the Philippines Provincial Government of Rizal

### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

26 October, 2022

MR. EDWIN G. FRANCISCO
EGF ENTERPRISES AND CONSTRUCTION
Teresa, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONSTRUCTION that work may proceed on the Const. of 2-Storey Ynares Multi-Purpose Bldg. at Carissa Homes East II, at Brgy. Dalig, 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
Governor

•

I acknowledge receipt of this Notice on:

**Authorized Signature:** 

Name of the Representative of the Bidder:

0.28.23

**EDWIN G. FRANCISCO** 

# CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This ACKEDIVE IT made and entered into by and between.
The <b>PROVINCIAL GOVERNMENT OF RIZAL</b> , 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 <b>GOVERNOR</b> , <b>HON. NINA RICCI A. YNARES</b> , herein referred to as the <b>PROVINCE</b> ; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, 5, 2022 namely:
Construction of 2-storey Ynares Multi-Purpose Building at Cariasa Homes East II at Brgy. Dalig, Teresa, 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 21 September 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 10 Million To Lundred 2007 Thousand Six
Hundred Twenty-One Pesos & 13/100 (P 4,275,621,13 ), 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 One Hundred Sixty-Four (164) 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. 10, 8, 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
  - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Two Hundred Seventy-Five Thousand Six Hundred Twenty-One Pesos (P<u>4.275.621.13</u>), 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 Two Hundred Eighty-Two Thousand
- Six Fundred Eighty-Six Pesos & 34/100

  (P\_1,282,686,34 \_\_\_\_\_) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

46)

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 car at Antipolo City.

EGF ENTERPRISES AND CONSTRUCTION
Entity/Frm/Corporation

By:

FDWIN 6. FRANCISCO
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCIA. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 9000, KIZZI ) 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

EDWIN G. FRANCISCO TIN NO. 133-189-386

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

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

Construction of 2-storey Ynares Multi-Purpose Building at Carissa Homes East II at Brgy. Dalig, Teresa, Rizal

Angono. Rizal

WITNESS MY HAND AND SEAL this OCT 25 2022 of Capitol, Antipolo City.

at Rizal Provincial

Doc No. 143
Page No. 34
Book No. |
Series 20 22

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Valid until December 31, 2023
Adm. Matter 22-002
Roll of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal
IBP Lifetime Member No. 016632 / Rizal
MCLE Compliance No. VI-0007883