

Republic of the Philippines Provincial Government of Rizal

#### OFFICE OF THE GOVERNOR

## NOTICE TO PROCEED

01 December, 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 Concreting of Road with Drainage Canal at Sitio Hangganan, Brgy. Pag-Asa, Binangonan and 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 PICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

LAURA L. MARRON

## 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.L. MARRON CONSTRUCTION & TR	ADING , a	sole propriet	orship/priva	te corporation	on, duly
organized and existing under the laws of					
and office address at Binengo	man, Rizal	, and	herein re	presented	by its
Proprietor/President/General Manager,	LAURA L.	MARRON	, of	legal age,	Filipino
citizen, single/married, resident of	Binangonan,	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, 2, 2022 namely:

Concreting of Road with Drainage Canal at Sitio Hangganan, Brgy. Pag-Asa, Binangonan and Brgy. San Pedro, Angono, Rizal

WHEREAS, the CONTR ACTOR, 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 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 Program Three Hundred Fitteen

[Posses & 66/100]

[Posses & 66/100]

[Posses & 66/100]

[Posses & 66/100]

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-empty">120</a>) 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 her Five Million Eight Tho	by covenants to pay the CONTRACTOR the sand Three Hundred Fifteen Pesos & 66	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;

ffr

d



4

- 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 Five Hundred Two Thousand Four Hundred Ninety-Four Pesos & 70/100
- (P\_1,502,494,70) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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;

- "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

Am

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 this 1 1997 day of at Antipolo City. L.L. MARRON CONSTRUCTION & TRADING RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: L. MARRON Proprietor/Manager/President Governor L WITNESSES ORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIAngono, Rizal) S.S. BEFORE ME, a Notary Public for and in Angolo Chy, Personally appeared the following Name/Entity Date Place Valid ID Presented HON. NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila TIN NO. 236-059-376 LAURA L. MARRON

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

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

Concreting of Road with Drainage Canal at Sitio Hangganan, Brgy. Pag-Asa, Binangonan and Ergy. Sen Pedro, Angono, Risal

WITNESS MY HAND AN	ID SEAL the EC 01 2022 day of	at ARigal Provincia
Capitol, Antipolo City.		1

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

NOTARY FUBLIC PT for Angono, Binangonan & Ca 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

01 December, 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 School Buildings at Bombong**Elementary School, Brgy. Bombong, 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,

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

12.2.27

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 Binengonen, Rizal , and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS , of legal age, Filipino citizen, single/married, resident of Binengonen, 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. RPSB Res. No. 4, 5. 2022 namely:

Repair/Repainting of Yneres School Buildings at Bombong Elementary School, Brgy. Bombong, Binangonan, Rizal

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

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. RFSB Res. No. 4, 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;

	reby covenants to pay the CONTRACTOR the amount of PESOS Thirty-Seven Thousand Two Hundred Eighty-Nine Pesos
& 37/100	(P 2,637,289.37 ), Philippine
Currency, in consideration of th	e construction and only upon completion of the infrastructure works
unless otherwise agreed by the pa	arties, 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;

Dei

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Ninety-One Thousand One Hundred
- [P\_791,186.81] Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated 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;

- "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

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 till C 0 1 2022 day of at Antipolo City. KIT UBIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Proprietor/Manager/President WITNESSES LOLITA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY Angono, Rizal S.S. BEFORE ME, a Notary Public for and in Antipolo Cipizatrsonally 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 Ynames School Buildings at Bombong Elementary School, Brgy. Bombong, Binengonen, Rizel WITNESS MY HAND AND SEAL thing [C 0 1 2022 day of \_\_ Capitol, Antipolo City. Doc No. \_ Page No. Book No. 1 for Angono, Binangonan & Cardena 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



Republic of the Philippines Provincial Government of Rizal

## OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

01 December, 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 School Buildings at Doña Susana Madrigal Elem. School Brgy. Pantok, Binar gonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINARICCI A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.2.37

LAURO M. UBIADAS

## 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

KIT UBIADAS CONSTRUCTIO					
organized and existing under the	laws of the Republi	c of the Philippines,	with princi	pal place of	business
and office address at	Binangonan.	Rizel , and	herein re	epresented	by its
Proprietor/President/General M	nager, LAURO	M. UBIADAS	, of	legal age,	Filipino
citizen, single/married, residen	of Binango	onen, Rizel	hereinafter	referred to	as the
CONTRACTOR. WITNESSET	H, That,				

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Parlalawigan Ordinance No. RPSB Res. No. 4, 2, 2022 namely:

Repair/Repainting of Yneres School Buildings at Dona Susana Madrigal Elementary School Brgy. Pantok, 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 24 October 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 Ten Thousand Ninety-Nine Person &

78/100 (P 12,010,099,78), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within <a href="Two Hundred Seventy-Two">Two Hundred Seventy-Two</a> (272) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. RPSB Res. No. 4, 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 Ten Thousand Ninety-Nine Pesos & 78/100
(P_12,010,099,78 ), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure work
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;

R

- 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 Six Hundred Three Thousand Twenty-Nine Pesos & 93/100
- ) Philippine Currency, as a measure of guarantee for the faithful compliance with (P 3,603,029.93 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;

"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;
- 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 3 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 WHERE	OF, the parties have hereunto signat Antipolo City.	gned this Agreement this	C 0 1 2022 day of
IT UBIADAS CONSTRUCTION ( Entity/Firm/Corporation	CANAL WASTILL ALVILLY	, PROVINCIAL GOVER	NMENT
By:	By:	8/	
Proprietor/Manager/Presiden	ıt .	NINA FICCI A. YNAI Governor	RES
la c	WITNESSES	80	
LOLITA B/DE EUZ	EMAN	MA. VICTORIA B. T	EJADA
7	NOTARIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPI ANTIPOLO CITY	INES) ) S.S.	*	
BEFORE ME, a Notary	Public for and in ANGO 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. URIADAS	TIN NO. 008-410-6	39	
	me known to be the same perso same is their free voluntary act		
	ting of three (3) pages including ne parties hereto in each and every		
Repair/Repainting of Yns School Brgy. Pantok, Bir	ares School Buildings at mangonan, Rizal DEC 01 2022	Dona Susena Madrig	al Elementary
WITNESS MY HAND A Capitol, Antipolo City.	AND SEAL thisday of	at <b>RD90</b>	Pov Rizal
Doc No		ATTY: ANNA MARIE L. S NOTARY PUBLIC for Angono, Binangonal & all in the PROVINCE OF Valid until December 31	RIZAL
		Adm. Matter 22-00 Roll of Attorneys No. PTR No. 17132074 / January IBP Lifetime Member No. 0	69250 3, 2022 / Rizal 16632 / Rizal

MCLE Compliance No. VI-0007883



Republic of the Philippines Provincial Government of Rizal

## OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

01 December, 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 School Building at Manabang Parang**Elem. School, Brgy. Mahabang Parang, Binangonan, Rizal of effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINARICCI A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

# 4

#### 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. RPSB Res. No. 4, 8, 2022 namely:

Repair/Repainting of Vnares School Building at Mebabang Parang Elementary School, Brgy. Mahabang Parang, Binangonan, Rizal

WHEREAS, the CONTR ACTOR, 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 the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Nine Hundred Seventy Nine Thousand Five Hundred Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Forty-Five (45) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. RPSB Res. No. 4, 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
Nine Hundred Seventy-Nine Thousand Five Hundred Eleven Pesos & 17/100
(P 979, 511.17 ), 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;

agail

- 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-Three Thousand Eight Hundred Fifty-Three Pesos 35/100
- (P 293.853.35 ) 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;

"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

8

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.

4

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all 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 day of at Antipolo City. KIT UBIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: LAURO M. UBIADAS Proprietor/Manager/President WITNESSES LOLITA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CAMOONO, 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 School Building at Mahabang Parang Elementary School, Brgy. Mehabang Parang, Binangonan, Rizal WITNESS MY HAND AND SEAL DEC 0 1 2022 day of Capitol, Antipolo City. Doc No. ATTY. ANNA MARIE L. SANTOS Page No. NOTARY PUBLIC Book No. for Angono Blatengo Rio Bi Cardona Series 20 22. 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

01 December, 2022

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the **Construction of Hand Washing Facility at Brgy. Darangan & Brgy. Calumpang, Binangonan, Rizal**, effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA PICCI A. YNARES
Governor 
Ç

I acknowledge receipt of this Notice on:

12.2.27

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

## CONTRACT AGREEMENT 5

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-

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

KIT UBIADAS CONSTRUCT	ON CORPORATION	, a sole proprie	torship/private c	orporation, duly
organized and existing under the	laws of the Republi	c of the Philippines	, with principal p	place of business
and office address at _	Binangonan, F	dzel and	herein repres	sented by its
Proprietor/President/General M		, UBIADAS		ıl age, Filipino
citizen, single/married, resider	t of Binangor	man, Rizal	hereinafter refe	erred to as the
CONTRACTOR. WITNESSET	H, That,			

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 4, 5, 2022 namely:

Construction of Hand Washing Facility at Brgy. Darangen & Brgy. Calumpang, Binangonan, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 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 o

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 Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. RPSB Res. No. 4, 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 CONTRA	ACTOR	the amou	int of PESOS
Six Hundred Fifty-Three Thousand One Hundred Eight			
(P	653,	108,44	), Philippine
Currency, in consideration of the construction and only upon comple			
unless otherwise agreed by the parties, subject of this Agreement as a co	ontract p	rice at the	time and in the
manner prescribed by the Contract and specified in the Bid and as agreed	d upon l	by the Cont	ractor;

8

- 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-Five Thousand Nine Hundred Thirty-Two Pesos & 53/100
- (P\_195,932.53) 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;

"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

David

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 DEC 01 2022y of at Antipolo City. KIT UBIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: LAURO M. UBIADAS RICCI A. YNARES Proprietor/Manager/President Governor WITNESSES LOLITA P. DE GUZMAN VICZORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (S.S. BEFORE ME, a Notary Public for and in Andipolo Rita 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: Construction of Hend Weshing Facility at Brgy. Darangan & Brgy. Calumpang, Binangonen, Rizel WITNESS MY HAND AND SEAL this DEC 01 2022 day of Capitol, Antipolo City. Doc No. Page No. \_\_\_\_ Book No. \_\_\_\_ Series 20 72. II 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-0007863



## Republic of the Philippines Provincial Government of Rizal

## OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

01 December, 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 Improvement of Road at P. Burgos St., Brgy. Sta. Rosa, 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 PICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

12-2-22

LAURA L. MARRON

## 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 \_ a sole proprietorship/private corporation, duly L.L. MARRON CONSTRUCTION & TRADING organized and existing under the laws of the Republic of the Philippines, with principal place of business \_\_, and herein represented by Binengonen, Rizel and office address at Proprietor/President/General Manager, , of legal age, Filipino LAURA L. MARRON , hereinafter referred to as the citizen, single/married, resident of Binangonan, Rizal CONTRACTOR. WITNESSETH, That, WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 07, \$ 2022 Improvement of Road at P. Burgos St., Brgy. Sta. Rosa, 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 24 October 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 Five Million Four Hundred Thirty-Eight Thousand Nine Hundred Twenty-Three Pesos & 04/100 (P 5,438,923.04 ), 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 Forty (140) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No. 07, . 2022 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter 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 Four Hundred Thirty-Eight Thousand Nine Hundred Twenty-Three (P 5,438,923.04 ), 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;

M

- 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 Six Hundred Thirty-One Thousand Six Hundred Seventy-Six Pesos \$ 91/100
- (P\_1,631,676.91 ) 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;

"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

M

L



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. DEC 01 2022 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_ day of at Antipolo City. L.L. MARRON CONSTRUCTION & TRADING RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: LAURA L. MARRON Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIANGONO, Riza ) S.S. BEFORE ME, a Notary Public for and in Antipolo Cityzarersonally appeared the following Name/Entity Valid ID Presented Date Place HON. NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila TIN NO. 236-059-376 LAURA L. MARRON 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 Road at P. Burgos St., Brgy. Sta. Ross, Cainta, Rizal WITNESS MY HAND AND SEAL three 0 1 2022 day of Capitol, Antipolo City. Y. ANNA MARIE L. SANTOS Doc No.\_ Page No. 43 **NOTARY PUBLIC** for Angono Pinangopan ந் Gardon all in the PROVINCE OF RIZAL Book No. 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



# Provincial Government of Rizal

OFFICE OF THE GOVERNOR

## NOTICE TO PROCEED

01 December, 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 Improvement of Road at M.H. Del Pilar St. Brgy. Sta. Rosa, 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:

12.2.22

LAURA L. MARRON

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

L.L. MARRON CONSTRUCTIO		torship/private corporation, duly
organized and existing under the	aws of the Republic of the Philippines	, with principal place of business
		herein represented by its
	nager, LAURA L. MARRON	, of legal age, Filipino
citizen, single/married, resident	of Binangonan, Rizal	hereinafter referred to as the
CONTRACTOR. WITNESSET	H, That,	

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

Improvement of Road at M.H. Del Pilar St. Brgy. Sta. Rosa, Cainta, Rizal

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. 07, s. 2022
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - 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 Four Hundred Eleven Trousend Seven Hundred Eighteen Pesos 8 91/100

  (P\_4,411,718.91), Philippine

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

8

18%

pr

- 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 Hundred Twenty-Three Thousand Five Hundred Fifteen Pesos & 67/100
- (P\_1,323,515.67) 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;

"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

ph

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. DEC 01 2022 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_ day of at Antipolo City. L.L. MARRON CONSTRUCTION & TRADING RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: LAURA L. MARRON Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYngono, Riza) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Place HON. NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila LAURA L. 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 written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Improvement of Road at M.H. Del Pilar St. Brgy. Sta. Rosa, Cainta, Risel WITNESS MY HAND AND SEAL thill EC 0 1 2022day of aARGan Promises Capitol, Antipolo City. Doc No. Page No. Book No. Series 20 22 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



## OFFICE OF THE GOVERNOR

## NOTICE TO PROCEED

01 December, 2022

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

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION that work may proceed on the Construction of Hand Washing Facility at Brgy. San Isidro & 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,

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

12.22

DANILO C. MAGNO

## 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 CONSTRUCT				orship/priv				
organized and existing under the laws of the R	epublic of	the Philip	pines,	with princ	cipal plac	e of b	ousin	ess
and office address at				herein	represent	ed 1	by	its
Proprietor/President/General Manager,	DANTLO	MAGNO			legal a			
citizen, single/married, resident of	Taytay,	Rizel		hereinafte	r referre	d to	as	the
CONTRACTOR. WITNESSETH, That,	A 1,50%							

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 4, 9, 2022 namely:

Construction of Hand Washing Bacility at Brgy. Sen Isidro & Brgy. Sen Andres, 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 24 October 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 Twenty-One Thousand Nine Hundred Four (P 621, 904, 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 Electry (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. RPSB Res. No. 4, 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 PR	OVINCE	hereb	y covenant	s to p	ay the C	ONTR	ACTOR	the	amount	of	<b>PESOS</b>
Six	Hundred	i Twenty	One	Thousand	Nine	Hundred	Four	Pesos	4 2	9/100		
							(P	621,9	04.2	19	, Ph	ilippine
Currency.	in consi	deration of	the c	onstruction	and o	nly upon	comple	tion of	the	infrastru	cture	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 One Hundred Eighty-Six Thousand Five Hundred
- Seventy-One Pesos & 29/100

  (P\_186,571.29 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated 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;

"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. NFC 01 2022 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_ at Antipolo City. TRANCOM ENGINEERING CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: A RICCI A. YNARES Governor L V Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CANGONO, RIZAL ) S.S. BEFORE ME, a Notary Public for and in ASABBOO CAS, personally appeared the following Name/Entity Valid ID Presented Date Place Passport No. P7689056B HON. NINA RICCI A. YNARES September 24, 2031 Manila DANILO MAGNO TIN NO. 130-861-254 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of Hand Washing Facility at Brgy. San Isidro & Brgy. San Andres, Cainte, Rizal WITNESS MY HAND AND SEAL thi DEC 01 2022 day of Capitol, Antipolo City. Doc No. Page No. 44 Book No. Series 20 2. 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

01 December, 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 and Construction of Hand Washing Facility at Brgy. San Juan, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

I acknowledge receipt of this Notice on:

2-2-22

Authorized Signature:

Name of the Representative of the Bidder:

FELIMON M. SANTOS

## 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 FLS CONSTRUCTION & BUILDERS , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and herein represented by Taytay, Rizel and office address at , of legal age, Filipino Proprietor/President/General Manager, FELIMON SANTOS hereinafter referred to as the citizen, single/married, resident of Taytay, Rizel CONTRACTOR. WITNESSETH, That, WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2022/RPSB Res. No. namely: 4, 8. 2022 Repair/Repainting of Ynares Multi-Purpose Covered Court and Construction of Hand Washing Facility at Brgy. San Juan, 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 has accepted and binds itself to undertake Bid in a public bidding held last 24 October 2022 the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Seven Hundred Fifty-Four Thousand Seven (P1, 754, 775, 10 ), Philippine Currency. Hundred Seventy-Five Pesos & 10/100 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 Nine (109) 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/RPSB Res. No. 4, 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 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 One Million Seven Hundred Fifty-Four Thousand Seven Hundred Seventy-Five Pesos (P1, 754, 775, 10 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

- "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 the C 01 2022 day of at Antipolo City. FLS CONSTRUCTION & BUILDERS RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: FELIMON SANTOS ICCI A. YNARES Proprietor/Manager/President Governor 3 Y WITNESSES LOLITA BODE GUZMAN VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CIAngono, Rizal) \$.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 FELIMON SANTOS TIN NO. 137-732-196 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 and Construction of Hand Washing Facility at Brgy. San Juan, Ceinta, Rizal WITNESS MY HAND AND SEAL this \_\_\_\_\_ DEC 0 1 2022 day of at Arigo Provincial Capitol, Antipolo City. Doc No. 261 ATTY. ANNA MARIE L. SANTOS Page No. 42 **NOTARY PUBLIC** Book No.\_\_1 for Angion, Shangoner & Cardona 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-0007863



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

01 December, 2022

MR. MARK N. FERMINDOZA FERMINDOZA BUILDERS AND CONSTRUCTION ENTERPRISE Binangonan, Rizal

Dear Mr. Fermindoza:

The attached Contract Agreement having been approved, notice is hereby given to FERMINDOZA BUILDERS AND CONST. ENTERPRISE, that work may proceed on the Construction / Provision of Wash Facilities (Water Sanitation & Hygiene) for Ynares Multi-Purpose Covered Court at Vista Verde Executive Village Phase 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.

Governor 4

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

FERMINDOZA

# CONTRACT AGREEMENT 10

# 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

FERMINDOZA BUILDERS AND CONSTRUCTION ENTERINGS proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and herein represented by Caints, Rizal office address at MARK FERMINDOZA , of legal age, Filipino Proprietor/President/General Manager, Cainta, Rizal hereinafter referred to as the citizen, single/married, resident of CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 37, \$, 2021

Construction/Provision of Wash Facilities (Water Sanitation & Hygiene) for Yneres Multi-Purpose Covered Court at Vista Verde Executive Village Phase 3, Brgy. Sen Isidro, Caints, 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 has accepted and binds itself to undertake Bid in a public bidding held last 24 October 2022 the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Two Hundred Two Thousand One Hundred Eighty-Three Pesos 6 5/100 (P 1,202,183.65), 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 Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 37, 8, 2021
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - 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 One Million Two Hundred Two Thousand One Hundred Eighty-Three Pesos 6 65/100 (P 1,202,183.65 ), 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;



- 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 Sixty Thousand Six Hundred Fifty-Five Pesos & 10/100
- (P\_360,655.10 ) 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;

"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

ps

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 |0 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 things of at Antipolo City. FERMINDOZA BUILDERS AND CONSTRUCTION ENTERPRISE RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITXngono, Rizal S.S. BEFORE ME, a Notary Public for and in Action of the following Name/Entity Valid ID Presented Date Place HON. NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila MARK FERMINDOZA TIN NO. 239-634-109 All known to me and to me known to be the same person/s who executed the foregoing instrument respectively present.

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

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 and Construction of

and wasning racility at	Brgy. Sen Juan, Cainta, Rizal	
WITNESS MY HAND Capitol, Antipolo City.  Doc No	for Angono all in the Valid un An Roll o PTR No. 1713	at RESIDEROYIRUEN  INA MARIE L. SANTOS  IOTARY PUBLIC  IO, BIAMGARAN BICEDONIA  PROVINCE OF RIZAL  INITIAL DECEmber 31, 2023  Idm. Matter 22-002  If Attorneys No. 69250  IOTARY PUBLIC  I



## OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

01 December, 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 **Construction of Ynares Stage at Morong National High School-SHS Brgy. San Juan, Morong, Rizal** effective on the day you received this Notice to Proceed.

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

Very truly yours,

NINA VICCI A. YNARES

I acknowledge receipt of this Notice on:

12-2-22

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:-

THIS ACKEENTENT 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
GKB BUILDERS a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong Rizal , and herein represented by its Proprietor/President/General Manager, GERALD KENN S. J. BILOC , of legal age, Filipino citizen, single/married, resident of Morong 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. RPSB Res. No. 4, s. 2022 namely:
Construction of Ynares Stage at Morong National High School-SHS Brgy. San Juan, Morong, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 24 October 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 Seventy-Six  76 calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. RPSB Res. No. 4, 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 One Million Seven Hundred Sixty-Five Thousand Five Hundred Eighty-Seven Pesos (P1,765,587,37), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works
unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Twenty-Nine Thousand Six Hundred
- Seventy-Six Pesos & 21/100

  (P\_529,676.21 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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;

"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

 $\mathcal{E}$ 

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.

the appropriate court of the City of A	• '	-	
IN WITNESS WHEREOF, t	he parties have hereunto signe	ed this Agreement this	C 0 1 2022 day of
at 25	antipolo City.		
GKB BUILDERS	RIZAL PF	ROVINCIAL GOVER	NMENT
Entity/Firm/Corporation			
By:	By:	8/	
GERALD S.J. BILOG	N	INARICCI A. YNAI Governor	RES
Proprietor/Manager/President		Governor J	
les	WITNESSES	9	
LOLITA B. DE GUZMA	N N	MA. VICTORIA B. T	EJADA .
· C			
NO	TARIAL ACKNOWLEDGM	IENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITANGONO, RIZZI) S.S.	) S.		
BEFORE ME, a Notary Pub	lic for and in Angionio, Clipape	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 land acknowledgment that the same respectively present.	known to be the same person/s is their free voluntary act and		
This instrument, consisting o written and has been signed by the par	of three (3) pages including this ties hereto in each and every pag		
Construction of Yneres Stage Morong, Risal	at Morong National Hig	gh School-SHS Brg	y. Sen Juan,
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL th	, at 1.50	PRVRIZA
Doc No. 199 Page No. 41		ATTY. ANNA MARIE NOTARY PUE	L. SANTOS
Book No.		for Anifont Attended the	on & Cardona
Series 20 22.		all in the PROVINCE Valid until December	OF RIZAL
		Adm. Matter 2	2-002
		Roll of Attorneys h	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

01 December, 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

Construction of Stage at Pulong Kumanoy Elem. School Brgy. Lagundi, Morong, Rizal, effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES

I acknowledge receipt of this Notice on:

12.2.22

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

# CONTRACT AGREEMENT 12

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Proprietor/President/General Manager, Garald Kean Jobios , of legal age, Filipino citizen, single/married, resident of Morang, Rical , 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. PSB Res. 4. 5. 2022 namely:
	Construction of Stage at Pulong Kumanoy Elem. School Brgy. Lagundi. Norong, 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 [72] calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
>	a. SP Ordinance No. RFSB Res. 4. 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> <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 (P 1, 48,795,22 ), 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;
	mainer presented by the contract and specified in the Did and as agreed upon by the contractor,

86

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

  (P 131 633 59 ) Philippine Currency, as a measure of guarantee for the faithful compliance with the state of the faithful compliance with the state of the state of the faithful compliance with the state of the state of the faithful compliance with the state of the state of the state of the faithful compliance with the state of the state o
- 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;

"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.

ΓL

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.

	1.11. 1
IN WITNESS WHEREOF	, the parties have hereunto signed this Agreement this EC 1 20 Hay of Antipolo City.
	This pole city.
CEP Dud Laws	RIZAL PROVINCIAL GOVERNMENT
Entity/Firm/Corporation	KIZAL PROVINCIAL GOVERNIVENT
By:	By:
Gerald San SJ. Bilog	NINA RICCI A. YNARES
Proprietor/Manager/President	Governor - Y
	WITTHEGGE
1/8	WITNESSES
LOLITA B. DE GUZM	AN MA. VICTORIA B. TEJADA
/	
( N	OTARIAL ACKNOWLEDGMENT
∜ , '`	
ANTIPOLO CITY )	ES)
ANTIPOLO CITY	S.S.
BEFORE ME, a Notary P	ablic for and in Angood 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 SJ. Bilog	196-519-323
All known to me and to me and acknowledgment that the sam respectively present.	e known to be the same person/s who executed the foregoing instrument he is their free voluntary act and deed as well as the entity that they
	g of three (3) pages including this page wherein this acknowledgment is parties hereto in each and every page hereof, refers to the Agreement for:
without data little been biglied by	and the state and a very page moreou, revers to the right comment, reverse
Construction of St Morong, Rizal	age at Fulong Kumanoy Flems School Brgy. L gundia
WITNESS MY HAND AN	D SEAL this day of at REQUEON Rizal
Capitol, Antipolo City.	D SEAL tillsday or, at Right NOV MEDIA
Doc No. <u>20.3</u> Page No. <u>42</u>	ATTY. ANNA MARIÉ L. SANTOS NOTARY PUBLIC
Book No.	for Angeng; Einengener & Cardona
Series 20 22	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 / Rizel IBP Lifetime Member No. 016632 / Rizel
	MCLE Compliance No. VI-0007883



## OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

01 December, 2022

MR. TEODORICO L. CONTRERAS

CLM GENERAL CONTRACTOR AND SERVICES, INC. Pasig City

Dear Mr. Contreras:

The attached Contract Agreement having been approved, notice is hereby given to CLM GENERAL CONTRACTOR AND SERVICES, INC. that work may proceed on the Repair / Repainting of Ynares School Buildings at Silangan National High School, Brgy. Silangan, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor 4

I acknowledge receipt of this Notice on:

12.2.2022/

Authorized Signature:

Name of the Representative of the Bidder:

TEODORIØO L. CONTRERAS

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-

	8
and existing under Republic Act No Circumferential Road corner P. Olive	RNMENT OF RIZAL, a local government unit, duly organized of 7160, with seat of government at the Rizal Provincial Capitol, eros St., Brgy. San Roque, Antipolo City, represented in this act by CI A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the law	a sole proprietorship/private corporation, duly of the Republic of the Philippines, with principal place of business and herein represented by its er,
WHEREAS, the PROVINCE pursuant of the Sangguniang Panlale	E declares that certain infrastructure works should be constructed in awigan Ordinance No. RESERVED 4. 8. 2022 namely:
Hepain/Popointing of High School, Bagge Si	Tarres School Buildings at Silangen National Langen, San Matee, Risal
to undertake the above said infrastru Bid in a public bidding held last the construction and completion of following standards set forth in the	TOR, warranting that it has the financial and, technical competence cture works, has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake the above said infrastructure works strictly in accordance with the bid documents, approved plans, program of works and specification (P. A. P. D.), Philippine Currency.
NOW, THEREFORE, for a hereby agree as follows:	and in consideration of the foregoing premises, the parties hereto
Documents, Approved Plans, Progr Contract, Supplemental or Bid Bul	am of Works and Specifications, General and Special Conditions of letins, if any, and supporting/related documents as required by the and Regulations of Republic Act No. 9184 and are integrated
a. SP Ordinance No.  b. Certificate of Availabilit c. Scope/Program of Work d. Plans and Specifications e. Construction Schedule f. Request for Expression of	y of Funds and Detailed Estimate  f Interest uding all the documents/statements contained in the winning
<ol> <li>Addenda and Supplemen</li> </ol>	tal Bulletin ract and the Contractor's Conformity thereto
2. In consideration of the platter hereby covenants with the PF of this Agreement in conformity with	payment to be made by the PROVINCE to the CONTRACTOR, the COVINCE to construct and complete the infrastructure works subject the province of the Contract;
Currency, in consideration of the unless otherwise agreed by the part	(P

- 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;

- 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;

- "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

E

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 DEC 01 2022 day of at Antipolo City. CIM Meneral Contractor & Services Inc. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Teodorido Contreras Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CAngono, Rizal ) S.S. BEFORE ME, a Notary Public for and in Anguno City personally appeared the following Name/Entity Valid ID Presented Place Date Passport No. P7689056B HON. NINA RICCI A. YNARES September 24, 2031 Manila 009-565-744 Teodorice Contreras respectively present.

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

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 Thares School Buildings at Silangen National High School, Ergy, Silangan, San Mateo, Rizal

WITNESS MY HAND AND SEAL thi DEC 01 2022day of Capitol, Antipolo City. ATTY. ANNA MARIE L. SANTOS

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

**NOTARY PUBLIC** for Angono, Binangonan & Cardona all in the PROVINCE OF FRANC 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

01 December, 2022

**ENGR. RENATO C. VILLAROMAN**LARD BUILDERS
Baras, Rizal

Dear Engr. Villaroman:

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

Repair / Repainting of Ynares Multi-Purpose Covered Court at San Mateo Elem. School Brgy. Sta. Ana, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA JUCCI A. YNARES

Governor 4

I acknowledge receipt of this Notice on:

12.00

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C. VILLAROMAN

# CONTRACT AGREEMENT /

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-

A LA DI LE CAMENTAL C
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
Lard Builders , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at Bares, Pical , and herein represented by its
Proprietor/President/General Manager, Renato Villaroman , of legal age, Filipino
herainoffer referred to as the
citizen, single/married, resident of Baras, Rigal , 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. RESB Res. 4, S. 2022 namely:
Repair/Repainting of Theres Multipurpose Covered Court at San Mateo
Elem. School Brgy. Sta. Ana. Sen H teo. 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
to undertake the above said initiastructure works, has been declared as the Lowest calculated responsive
Bid in a public bidding held last October 24, 2022, has accepted and binds itself to undertake
the construction and completion of the above said infrastructure works strictly in accordance with the
following standards set forth in the bid documents, approved plans, program of works and specification
in consideration of the amount of Four Hundred Forty Four Thousand Four Hundred Twelve
Posos and 68/100 (P 444,412,68 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
hereby agree as follows:
nereby 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
D. J. J. Dian Descriptions of Works and Specifications General and Special Conditions of
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
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
Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the
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:
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:
Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:  a. SP Ordinance No. RPSB Res. 4. 5. 2022
Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:  a. SP Ordinance No. RPSB Rese 4 2022 b. Certificate of Availability of Funds
Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:  a. SP Ordinance No. Res. 4. 2022 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
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.  BESS Resolution 2022  b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:  a. SP Ordinance No. RPSB Rese 4. 2022 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule
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. 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
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.  PSB Res.  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
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.  Bulletins, if any, and supporting/related documents as required by the 2016 Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:  a. SP Ordinance No.  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
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.  PSB Res.  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
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.  Bulletins, if any, and supporting/related documents as required by the 2016 Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:  a. SP Ordinance No.  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
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.  Bres.  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
Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:  a. SP Ordinance No. RPSB Rese 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
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. 2038 Res. 4. 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
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.  BEST Res.  Contribute of Availability of Funds  Conscription 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
Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:  a. SP Ordinance No. Res. 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
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.  BEST Res.  Contribute of Availability of Funds  Conscription 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
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.  Bres.  a. SP Ordinance No.  Contrictate 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;
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.
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.  Bid Sec.  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
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.  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 Hundred Forty Fear Thousand Four Hundred Tesles and 68/100  [P. 144, 12,68]  [P. 144, 1
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.  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 biddet/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto  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 flunds of the construction and only upon completion of the infrastructure works
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.  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 Hundred Forty Fear Thousand Four Hundred Tesles and 68/100  [P. 144, 12,68]  [P. 144, 1
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.  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 biddet/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto  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 flunds of the construction and only upon completion of the infrastructure works

- 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;
- 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;

"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. DEC 01 2022 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. Lard Builders RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: NINA PACCI A. YNARES Proprietor/Manager/President Governor & WITNESSES DE GUZMAN LOLIT ORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIANGONO, Rizal ) S.S. BEFORE ME, a Notary Public for and Management, personally appeared the following Name/Entity Valid ID Presented Place Date HON. NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila Renate Villaroman 119-041-448 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/Repainting of Ymares Multipurpose Covered Court at San Mateo Eleme School Brgy Sta Ina San Mateo Rizal WITNESS MY HAND AND SEAL this DEC 01 2022 day of Capitol, Antipolo City. ATTY. ANNA MARIE L. SANTOS Page No. 42 **NOTARY PUBLIC** for Angero Tolker SPER BE Book No. Series 20 2. 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

01 December, 2022

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES, that work may proceed on the Improvement Ynares Multi-Purpose Covered Court at Tanay-Sampaloc Integrated National High School, Brgy. Sampaloc, 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,

NINARICCI A. YNARES
Governor (

I acknowledge receipt of this Notice on:

12-222

Authorized Signature:

Name of the Representative of the Bidder:

EDWÍN B. RIVERA

# CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-

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

Yakaler Construction & Supplies	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic	of the Philippines, with principal place of business
and office address at Morene M201	and herein represented by its
Proprietor/President/General Manager, Edwin B.	Rivere, of legal age, Filipino
citizen, single/married, resident of Northe, R1	
CONTRACTOR. WITNESSETH, That,	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RFSB Res. 4. 5. 2022 namely:

Improvement Ynares Multi-purpose Covered Court at Tanay-Sempalec Integrated National High School, Brgy. Sampaloc, 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 Cotor 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 Page 100 Nine 1100 Nine 1

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 (130) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. RFSB Res. 4, 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

  Tour Million Nine Hundred Lighty Tive Thousand Ninety Seven Pesos and 59/100

  (P 4 935 097 59 ), 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;

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;
- herewith, in accordance with the Bidding Documents;

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

"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

period;

\*

Po

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 DEC 01 2022 day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Yakaler Construction & Supplies Entity/Firm/Corporation By: By: Edwin S. Rivera Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO Engono, Rizal BEFORE ME, a Notary Public for and in Antigoto City, 72 sonally appeared the following Name/Entity Valid ID Presented Date Place September 24, 2031 HON. NINA RICCI A. YNARES Passport No. P7689056B Manila 428-018-900 Edwin B. Rivers 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 Ynares Multipurpose Covered Court at Tanay-Sampaloc Integrated National High School, Brgy. Sampalos, Tanay, Rizal WITNESS MY HAND AND SEAL this DEC 01 2022 day of at Risa Province Capitol, Antipolo City. Doc No. ATTY. ANNA MARIE L. SANTOS Page No. 43 NOTARK PUBLIC Book No. for Angono, Binangonan & Cardona
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

01 December, 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 Improvement of Perimeter Fence & Gate at Muzon Elem. 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 RCCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

12.272

Authorized Signature:

Name of the Representative of the Bidder:

FELIMON M. SANTOS

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-

an	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized d existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol,
Ci	rcumferential 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
an Pr cit	ganized and existing under the laws of the Republic of the Philippines, with principal place of business do office address at
pu	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in arsuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. 4, 5, 2022 namely:
	Improvement of Perimeter Fence & Gate at Muzon Elem. School, Brgy. Muzon, Taytay, Rizal
B th fo	WHEREAS, the CONTR ACTOR, warranting that it has the financial and, technical competence undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive id in a public bidding held last e construction and completion of the above said infrastructure works strictly in accordance with the bid documents, approved plans, program of works and specification consideration of the amount of t
h	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto ereby agree as follows:
D C 2	1. The whole works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bid occuments, Approved Plans, Program of Works and Specifications, General and Special Conditions of ontract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the O16 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated erewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. RPSB Res. 4. 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
	<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 atter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
N 5 <del>M</del>	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Hundred Fifty Four Thousand Three Hundred Seventy Nine Fesos and 08/100 (P 654,379.08 ), Philippine
u	Currency, in consideration of the construction and only upon completion of the infrastructure works nless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the nanner 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 Six Thousand Three Hundred Thirteen Pesos and 72/100
- (P\_196,313.72 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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;

- "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 DEC 11 1982 of at Antipolo City.

FLS Construction & Builders
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Politimen Seminer

Proprietor/Manager/President

By:

NINA PICCI A. YNARES

WITNESSES

LOLITA E DE GUZMAN

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place

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

Felimon Santos

137-732-196

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 & Gate at Muzon Elem. School, Brgy. Muzon, Taytay, Rizal

WITNESS MY HAND AND SEAL this DEC 01 day of \_\_\_\_\_\_, at River proping in a capitol, Antipolo City.

Doc No. 202

Page No. 42
Book No. 1
Series 20 22.

ATTY: ANNA MARIE L. SANTOS

for Angolich, Birlangonal & 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

01 December, 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 School Building at Sta. Ana Elem. School 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

Governor &

I acknowledge receipt of this Notice on:

12-2-22

Authorized Signature:

Name of the Representative of the Bidder:

FELIMON M. SANTOS

# 7

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-

and existing under Republic A	OVERNMENT OF RIZAL, a local government under No. 7160, with seat of government at the Rizal P. Oliveros St., Brgy. San Roque, Antipolo City, representational RICCI A. YNARES, herein referred to as the PROVI	rovincial Capitol, nted in this act by
organized and existing under the	a sole proprietorship/private laws of the Republic of the Philippines, with principal and herein represent of representation and herein represent of representation and herein representations. As a sole proprietorship/private and herein representation and herein representations and herein representations. The solution is a sole proprietorship/private and herein representations are represented by the solution of the Philippines, with principal and herein representations are represented by the solution of the Philippines, with principal and herein representations are represented by the solution of the Philippines, with principal and herein representations are represented by the solution of the Philippines, with principal and herein representations are represented by the solution of the Philippines, with principal and herein representations are represented by the solution of the Philippines, with principal and herein representations are represented by the solution of the Philippines and herein representations are represented by the solution of the philippines are represented by the solution of the solution of the p	l place of business
WHEREAS, the PROpursuant of the Sangguniang P	VINCE declares that certain infrastructure works should anlalawigan Ordinance No.	be constructed in namely:
	g of Ynares School Building at Sta. Ana El Ana, Taytay, Rizal	em.
to undertake the above said into Bid in a public bidding held latthe construction and complete following standards sat forth in	TRACTOR, warranting that it has the financial and, technical restructure works, has been declared as the Lowest Calcust has accepted and binds on of the above said infrastructure works strictly in accepted the bid documents, approved plans, program of work of	culated Responsive itself to undertake cordance with the s and specification
NOW, THEREFORE hereby agree as follows:	for and in consideration of the foregoing premises,	the parties hereto
Documents, Approved Plans, Contract, Supplemental or Bi 2016 Revised Implementing	ks subject matter of this Agreement shall be  (60) calendar days, in accordance with the pro Program of Works and Specifications, General and Specifications, if any, and supporting/related documents Rules and Regulations of Republic Act No. 9184 seein by way of reference, namely:	visions of the Bid ecial Conditions of as required by the
	RPSB Res. 4, s. 2022	
a. SP Ordinance No. b. Certificate of Avai	ability of Funds	
	Work and Detailed Estimate	
d. Plans and Specifica		
e. Construction Scheo		
f. Request for Expres g. Bidding Document bidder/s two (2) bi h. Bid Security	s including all the documents/statements contained in the	e winning
i. Addenda and Suppl	emental Bulletin	
	Contract and the Contractor's Conformity thereto	
latter hereby covenants with	the payment to be made by the PROVINCE to the Content of the PROVINCE to construct and complete the infrastruct ty with the province of the Contract;	ONTRACTOR, the cture works subject
3. The PROVINCE	hereby covenants to pay the CONTRACTOR the a	amount of PESOS and 39/100
	(P 2,019,857	), Philippine
Currency, in consideration o	the construction and only upon completion of the in	nfrastructure works
unless otherwise agreed by the	e parties, subject of this Agreement as a contract price at tract and specified in the Bid and as agreed upon by the	the time and in 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 Five Thousand Nine Hundred Fifty

  Seven Pesos and 26/100
- (P 605,957,26 ) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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;

"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 OFC 01 2022y of at Antipolo City. FLS Construction & Builders RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Proprietor/Manager/President WITNESSES RIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CAMpono, Rizal ) S.S. Angono, Rizal
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 Felimen Santos 137-732-195 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/Repainting of Ynares School Building at Sta. Ana Elem School. Brgy. Sta. Ana. Taytay. Rizal WITNESS MY HAND AND SEAL this DEC 01 2022 of at 1920 Provincial Capitol, Antipolo City. NOTARY PUBLIC for Angono, Binangonan & Cardona Doc No. Page No. I in the IRROVANCE PERIZAC Book No. Valid until December 31, 2023 Adm. Matter 22-002 Series 20 22. Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016632 / Rizal

MCLE Compliance No. VI-0007883



# Provincial Government of Rizal OFFICE OF THE GOVERNOR

## NOTICE TO PROCEED

01 December, 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

Concreting of Road with Drainage Canal of Road Lot 14
Purok 7, Lupang Arenda, 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

Governor 6

I acknowledge receipt of this Notice on:

12.2.22

Authorized Signature:

Name of the Representative of the Bidder:

CLÁRENCE C. CACHO

# CONTRACT AGREEMENT | 8

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. 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 significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of business and office address at significant of the Philippines, with principal place of the Philippines, with place of the Philippines, w
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
Concreting of Road with Drainage Canal of Road Lot 44 Purok 7, Lupang Arenda, 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 the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Million Nine Twenty Con Thousand Eight (P 5021,896.29), 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 Completed Forty 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, a, 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;
A THE PROVINCE AND A CONTRACTOR AS PERSON
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS  Five Million Nine Hundred Twenty One Thousand Eight Hundred Ninety ix Pesos  and 29/100 (P 5.921.596.29 ), 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;

H

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 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 Seventy Six Thousand Five Hundred Sixty Bight Posts and 89/100
- (P\_1,776,568,89) 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;

"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	-		
	, the parties have hereunto sign	DE	C 0 1 2022
IN WITNESS WHEREOF,	, the parties have hereunto sign	ned this Agreement this	day of
at	Antipolo City.		
	9 777.47	DROIMICIAL COMED	NI CONT
Anrol Construction	RIZAL	PROVINCIAL GOVER	NMENI
Entity/Firm/Corporation			
		0	
By: 1.1 0. 1.	By:	(h/	
Deg. 4	· · · · · · · · · · · · · · · · · · ·	The state of the s	DEC
Clarenge Calcho	-	NINA RICCI A. YNAI	KES
Proprietor/Manager/President		Governor L	
	WITT TEGGEG		
	WITNESSES	9	
* 0	74.	X TOTODY D	DEC T A TO A
LOLITA B. DE GUZM	AN	MA. VICTORIA B. T	EJADA
NT/	OTABLA CIZIONII EDC	NA ACRES ACTORS	
N	OTARIAL ACKNOWLEDG	MENT	
DEDUCATE DE LA CONTRACTOR DEL CONTRACTOR DE LA CONTRACTOR DE LA CONTRACTOR DE LA CONTRACTOR	agy.		
REPUBLIC OF THE PHILIPPINE ANTIPOLO CANGONO, Rizal ) S	3)		
ANTIPOLO CHI GOTTO, TAZZAT ) S	b.		8
DEFORE ME a Natara Par	Angono Riza	Jaman alley announced tha	fallowing
BEFORE ME, a Notary Pu	iblic for and in Angono Chiz,	personally appeared the	топомшу
Nama/Entite	Valid ID Presented	Data	Place
Name/Entity	vand iD Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
HOW MINARICETAL TWARES	1 assport 140. 1 7083030B	September 24, 2001	, · Iviainia
Clarence Cache	151-542-125		
	171-712-127		
All known to me and to me	e known to be the same person	s who executed the fore	egoing instrument
and acknowledgment that the same			
respectively present.			
This instrument, consisting	of three (3) pages including t	his page wherein this ac	knowledgment is
written and has been signed by the pa	arties hereto in each and every p	page hereof, refers to the	Agreement for:
	×		
Concreting of Road w	ith Drainange Canal of	Road Lot 14 Purck	7. Lupang
Arenda, Brgy, Sta, Ana, T	aytay. Rizal		
	DEC 0 1 2022	Anea	ma Millia
WITNESS MY HAND ANI	D SEAL thisday of	, at Kizel	PovRizal
Capitol, Antipolo City.			3
Doe No. 200	El .		
Doc No. 209		ATTY-ANNA MARIE L.	
Page No. 43 Book No.		NOTARY RUBLIC	
Series 20 22.		for Angono, Binangonan &	Cardona
Series 20 22.		all in the PROVINCE OF	RIZAL
		Valid until December 31	1, 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

01 December, 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

Concreting of Road with Drainage Canal of Road Lot 23 Purok 7, Lupang Arenda, 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,

Governor (

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

12-2-22

LARENCE C. CACHO

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:-

and existing under Republic A	OVERNMENT OF RIZAL, a local government unit, duly organized ct No. 7160, with seat of government at the Rizal Provincial Capitol, Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by RICCI A. YNARES, herein referred to as the PROVINCE; and
5	and an anti-deposit of the cornoration duly
and office address at	, a sole proprietorship/private corporation, duly e laws of the Republic of the Philippines, with principal place of business and herein represented by its fanager, of legal age, Filipino herein of City, hereinafter referred to as the
CONTRACTOR. WITNESSE	TU That
CONTRACTOR. WITNESSE	Iri, Illai,
WHEREAS, the PROV pursuant of the Sangguniang Po	INCE declares that certain infrastructure works should be constructed in anlalawigan Ordinance No. 10 so 2022 namely:
Concreting of Ros Arenda, Brgy, Sta, Ana,	d with Drainage Canal of Road Lot 23 Purok 7, Lapang Taytay, Rizal
to undertake the above said inf Bid in a public bidding held la the construction and completi- following standards set forth in in consideration of the amount	rastructure works, has been declared as the Lowest Calculated Responsive st, has accepted and binds itself to undertake on of the above said infrastructure works strictly in accordance with the the bid documents, approved plans, program of works and specification of, Philippine Currency.
NOW, THEREFORE hereby agree as follows:	for and in consideration of the foregoing premises, the parties hereto
Documents, Approved Plans, Contract, Supplemental or Bi 2016 Revised Implementing	cs subject matter of this Agreement shall be completed within (160) calendar days, in accordance with the provisions of the Bid Program of Works and Specifications, General and Special Conditions of d Bulletins, if any, and supporting/related documents as required by the Rules and Regulations of Republic Act No. 9184 and are integrated in by way of reference, namely:
a. SP Ordinance No	10, s, 2022
<ul> <li>b. Certificate of Avai</li> </ul>	ability of Funds
	Work and Detailed Estimate
d. Plans and Specifica	
e. Construction Scheo	
f. Request for Expres	sion of Interest
	s including all the documents/statements contained in the winning
bidder/s two (2) bi	dung envelopes
h. Bid Security	amontal Pullatin
i. Addenda and Suppl	Contract and the Contractor's Conformity thereto
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 conform	ity with the province of the Contract;
	, <u>F</u>
3. The PROVINCE	hereby covenants to pay the CONTRACTOR the amount of PESOS
	adred Thirty Five Thousand Thirteen Pesos and 49/100
	(P 7.635.013.49 ), Philippine
Currency, in consideration o	f the construction and only upon completion of the infrastructure works
unless otherwise agreed by th	e parties, subject of this Agreement as a contract price at the time and in the
manner prescribed by the Cor	tract 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;
- 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

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.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this EC 01 2022 ay of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Anrol Construction Entity/Firm/Corporation By: CCI A. YNARES Proprietor/Manager/President WITNESSES TCTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO Allgono, Rizal BEFORE ME, a Notary Public for and in Angipoto Gitzapersonally appeared the following Place Name/Entity Valid ID Presented Date Passport No. P7689056B September 24, 2031 Manila HON. NINA RICCI A. YNARES Chambance Cacho 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: Concreting of Road with Drainage Canal of Road Lot 23 Purck 7. Lupang Arenda, Brgy. Sta. Ana. Taytay. Rizal WITNESS MY HAND AND SEAL ttD&C 0 1 2022 day of \_ Capitol, Antipolo City. Doc No. 207 Page No. Book No. Series 20 >2 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



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

01 December, 2022

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

Dear Mr. Sandil:

The attached Contract Agreement having been approved, notice is hereby given to D.C. SANDIL CONST. & REALTY DEVELOPMENT INC. that work may proceed on the Construction of 4-Storey, 8-Rooms Ynares School Building at Kapalaran Elem. School, Brgy. San Juan, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA KICCI A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

DENNIS C. SANDIL

### KNOW ALL MEN BY THESE PRESENTS:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferental Road comer P. Oliveros St. Brgy. San Roque, Antiplo City, represented in this act by its GOVERNOR, HON. NINA RICCIA. YNARES, herein referred to as the PROVINCE; and  Dece sencial Conservation a Realty Deve 1 the Bole 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 Manager, Development of the Sencial Conservation of the Republic of the Philippines, with principal place of business and office address at Manager, Development of the Sencial Conservation of the Republic of the Philippines, with principal place of business of the Republic of the Philippines, with principal place of business and berein represented by its Proprietor/President/General Manager, Development of the Republic of the Philippines, with principal place of business and berein represented by its Proprietor/President/General Manager, Development of the Republic of the Philippines, with principal place of business of the Republic of the Philippines, with principal place of business of the Republic of the Philippines, with principal place of business of the Republic of the Philippines, with principal place of business and herein represented by its Proprietor/President/General Manager, Development of the Construction of the Sengal Philippine Currency.  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 to undertake the above said infrastructure works strictly in accordance with the Construction of the above said infrastructure works strictly in accordance with the Construction of the above said infrastructure works strictly in accordance with the Construction of the above said infrastructure works strictly	This AGREEMENT made and entered into by and between:
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at the property of the Republic of the Philippines, with principal place of business and office address at the Proprietor/President/General Manager, principal place of the Proprietor of the Sangguniang Panalawigan Ordinance No.  WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panalawigan 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 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 Thirty Mallilon Seven Manager Manager Manager Theorem and Manager Manage	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 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 the construction and completion of the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 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 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 above said infrastructure works.  NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within two flundered fifty (250) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemential 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.  Bid Rese.  a. 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 co	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at and herein represented by its Proprietor/President/General Manager, of legal age, Filipino citizen, single/married, resident of hereinafter referred to as the
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 Details 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 Thirty William Seven thundred Hanty Seven Thousand  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 250 calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid 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.  B. B	
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Catober 24, 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 Thirty Million Seven Manety Seven Thousand  NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within two Hundred Filty (290) 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.  SS Reea b 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 Thirty Million Seventication of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, sub	Construction of 4 storey, 8 rooms Thares School Building at Kapslaran Elem. School, Brgy. San Juan, Taytoy, Rizel
1. The whole works  2. The construction of the Bid  2. The 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  2. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The works agreed by the parties, subject of this Agreement as a contract price at the time and in the wines agreed by the parties, subject of this Agreement as a contract price at the time and in the wines agreed by the parties, subject of this Agreement as a contract price at the time and in the wines agreed by the parties, subject of this Agreement as a contract price at the time and in the wines agreed by the parties, subject of this Agreement as a contract price at the time and in the wines agreed by the parties, subject of this Agreement as a contract price at the time and in the wines agreed by the parties, subject of this Agreement as a contract price at the time and in the wines agreed by the parties, subject of this Agreement as a contract price at the time and in the wines agreed by the parties, subject of this Agreement as a contract price at the time and in the wines agreed by the parties, subject of this Agreement as a contract price at the time and in the wines agreed by the parties, subject of this Agreement	to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 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 th
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.  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 Thirty will a seven the adversarial subject of this Agreement 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	
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 Thirty Hallan Seven Handred Handy Seven Thousand Seventseen Pesos and 13/100  (P	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
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 Thirty Hallan Seven Handred Handy Seven Thousand Seventeen Pesos and 13/100  [P	SD Outiness No. RISB Res. 4. s. 2022
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 This symmetry is a 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	b. Certificate of Availability of Funds
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 Thirty Allies Seven Hundred Wines Seven Province and Seven Pesos	500 WIND OLD STORE
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 This is a subject 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	
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  The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS  The PROVINCE hereby covenants to pay the CONTRACTOR the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the	
i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto  2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;  3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS The PROVINCE hereby covenants to pay the CONTRACTOR the pay the POSOS The PROVINCE hereby covena	<ul> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</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 This work is a province 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	
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 This by 1111 of Seven Hands of PESOS This by 1111 of Seven Hand	j. Notice of Award of Contract and the Contractor's Conformity thereto
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	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	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Thirty Hilliam Seven Hundred Minety Seven Thousand Seventeen Pesos and 43/100
Program and prove 1 to 10 to 1	Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Million Two Hundred Thirty Nine Thousand One Hundred Five Pesos and 23/100
- (P 9,239,105,23 ) 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 Law 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 70 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 01 2022 day of at Antipolo City. D.C. Sandil Construction and RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: RICCI A. YNARES Sandil Dannis Governor C Y Proprietor/Manager/President WITNESSES LOLITA B/DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITAGONO, 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 185-510-536 Dennis C. Sandil All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of 4 storey, 8 rooms Ynares School Building at Kapalaran Eleme Schoole Brgye San Juan, Taytay, Rizal WITNESS MY HAND AND SEAL this day of at Rizangonaciaiza Capitol, Antipolo City. Doc No. ATTY. ANNA MARIE L. SANTOS Page No. \_\_\_\_

Book No. Series 20

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



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

01 December, 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 Installation of Safety Grills (Enclosure) for 4-Storey Ynares School Buildings at Rosario Ocampo Elem. School, Brgy. San Juan, Taytay, Rizal, effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

NINA RICCI A. YNARES

Governor

I acknowledge receipt of this Notice on:

12.2.22

Authorized Signature:

Name of the Representative of the Bidder:

DANIKO C/MAGNO

## 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

					enstruction				torship/priv				
					of the Repub	lic of the	Philip	pines	with prine herein	cipal pla represen	ice of	busi by	ness
					r, Denile	Magno			, 01	legal	age,	Fili	pino
citizen, s	ingle/r	narrie	d, resid	lent of	Taytay,	Rizel			hereinafte	r refen	red t	o as	the
CONTRA	CTO	R. WI	TNESS	ETH, T	hat,								

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 25B Res. 4 8 2022 namely:

Installation of Safety Grills (Enclosure) for 4 storey Thares School Buildings at Rosario Compo Elamo School, Brgy. San Juan, Taytay, Rizal

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 (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. Ress Ress 4. 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
  - 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 F	PROVINCE hereby cover	nants to pay the Co	ONTRACTOR the	amount of PESOS
			(P_1,301,400	, 97 ), Philippine
unless otherwise	nsideration of the construct agreed by the parties, subject to by the Contract and spec	ect of this Agreement	t as a contract price a	at the time and in the









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

Transaction \_\_\_\_\_ at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By: \_\_\_\_\_\_ By: \_\_\_\_\_\_ NINA RICCIA. VNARES

Governor \_\_\_\_\_\_ WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031

Manila

Danila Masso

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:

Installation of Buildings at Rosario	Safety Srills (Enclosure) f Ocampo Elem, School, Brgy, DEC 0 1 2022 O AND SEAL this day of	or 4 storey Ynares School San Juan, Taytay, Rizal
WITNESS MY HANI Capitol, Antipolo City.	AND SEAL thisday of _	, at AlagorioviReal
	-	

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



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

01 December, 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 School Buildings at Elementary School Brgy. San Isidro, Taytay, 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:

2.2-22

Authorized Signature:

Name of the Representative of the Bidder:

LAURÓ M. UBIADAS

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

Proprietor/President/General Manager,

citizen, single/married, resident of

CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. PP3B Res. 4 2022 namely:

Repoint Committing of Theres School Buildings at San Isidre Elem. School, Borre, School, Report, School, Repor

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 October 24, 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 Ive Militar Ive Hundred Thousand Eaght Hundred Coursency.

[P5.500.811.33], 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 (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. RPSB Res. 4, 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 Five Million Five Hundred Thousand Bight Hundred Eleven Pesos and 93/100
(P_ 5,500,811,93 ), 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;







- 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 Six Hundred Fifty Thousand Two

  [P\_1.650.243.58] 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  $\, {\cal V} {\cal V} \,$ 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 C 0 1 2022 ay of at Antipolo City. Kit Ubiadas Construction Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: ICCI A. YNARES Laure M. Uriadas Governor Proprietor/Manager/President WITNESSES A B. TEJADA DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CATAGONO, Riza ) S.S. BEFORE ME, a Notary Public for and in Angolo City? personally appeared the following Name/Entity Valid ID Presented Place Date HON. NINA RICCI A. YNARES September 24, 2031 Passport No. P7689056B Manila Lauro M. Ubiadas 008-410-689 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/Reveinting of Yneres School Buildings at Sep Isidro Elem. School, Brgy, San Isidro, Taytay, Missi WITNESS MY HAND AND SEAL this EC 1 1 2022 ay of Capitol, Antipolo City. Doc No. **NOTARY PUBLIC** Page No. r Angona, Rinangonası & Gardona all in the PROVINCE OF RIZAL Book No. 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