

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman;

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

Construction of Handwashing Facilities at Various Schools Within Municipality of Baras effective <u>February 20,2023(Monday)</u>.

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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

Til d

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

2-17-23

RENATO VILLAROMAN.

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 Baras, Rizal and herein represented by its Proprietor/President/General Manager, citizen, single/married, resident of Beras, 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. 16, 5, 2022 namely: Construction of Handwashing Facilities at various Schools within Municipality of Baras, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 10 January 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Five Hundred Staty-Nine Thousand Nine Person 2/10. (P 1,569,009, 12), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Concerning to 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. 16, 9. 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 Five Hundred Sixty-Nine Thousand Nine Pesos 6 72/100 (P 1,569,009.72), Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Seventy Thousand Seven Hundred
- (P 470,702.92) 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

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

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

sixil aggs or suit out of the implementation of this Agreement, shall belong to

the appropriate court of the City of Ant		C 4	8 15 2023
IN WITNESS WHEREOF, the	e parties have hereunto sign tipolo City.	ned this Agreement this	day of
LARD BUILDERS Entity/Firm/Corporation	RIZAL I	PROVINCIAL GOVER	NMENT
By: RENATO VILLAROMAN	Ву:	NINA DICCIA VNAI	DES
Proprietor/Manager/President		Governor 4 &	W.
LOLITA B. DE GUZMAN	WITNESSES	MA. VICTORIA B. T	EJADA
NOTA	ARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITANGONO, RIZELO S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, p	ersonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
RENATO VILLAROMAN	TIN NO. 119-041-44	3	
All known to me and to me known and acknowledgment that the same is respectively present.	own to be the same person/s their free voluntary act ar	s who executed the foregod deed as well as the	going instrument entity that they
This instrument, consisting of t written and has been signed by the partie	hree (3) pages including the shereto in each and every page.	is page wherein this ack age hereof, refers to the A	knowledgment is Agreement for:
Construction of Hendwashing F of Beres, Rizel	Pecilities at various	Schools within M	unicipality
WITNESS MY HAND AND SE Capitol, Antipolo City.	EAL thisday of _	EB 15 2023 , at Rizal	Provincial
Doc No. 328 Page No. 67 Book No. 1 Series 20 23		ATTY. ANNA MARIE NOTARY-PU for ANOTAL RIPATOR all in the PROVINCE Valid until December	ад& Cardona E OF RIZAL

Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to *L. EUSEBIO ACE DEVELOPMENT CORP*. that work may proceed on the

Construction of Roadway Lightings at Brgy. Rizal, Brgy. San Jose, Bgry. San Juan and Brgy. Santiago, Baras, Rizal

effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

2/723

Authorized Signature:

Name of the Representative of the Bidder:

JUAN PAOLO MIGUEL MANLAPIT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under t	the laws of the Republic	of the Philippines	s, with princip	oal place of bu	isiness
and office address at	Pasic City	, and	herein re	presented by	y its
Proprietor/President/General	Manager, JUAN PAULO	MIGUEL E. MA	NLAPIT of	legal age, F	шріпо
citizen, single/married, resid	lent of Pasig	City ,	hereinafter	referred to	as the
CONTRACTOR. WITNESS	ETH, That,				
WHEREAS, the PRO pursuant of the Sangguniang I	VINCE declares that cer Panlalawigan Ordinance	tain infrastructure No. 16, 8, 20	e works shou	ld be constructed name	ted in ly:

Construction of Rosdwsy Lightings at Brgy. Rizal, Brgy. San Jose, Brgy. San Juan and Brgy. Santisgo, Baras, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 10 January 2023, 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 Forty-Two Million Nine Hundred Fifty-Three Thousand Six Hundred One Pesos 8 23/100 (P 42.953.601.23), 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 Ninety-Six (196) 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. 16. 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

 Million Million (P 4.95.601.23), Philippine

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS_Twelve Million Fight Hundred Eighty-Six
- Thousand Eighty Pesos & 37/100

 (P_12,386,080,37) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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 2 to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this E 15 2023 ay of at Antipolo City.

L. EUSEBIO ACE DEVELOPMENT CORPORATION

Entity/Firm/Corporation

By:

By:

JUAN PAULO MIGUEL E. MANLAPIT

Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

RIZAL PROVINCIAL GOVERNMENT

WINA RICCUA. YNARES

Governor

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Anthono Chizaersonally appeared the following

Name/Entity Valid ID Presented Date Place

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

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

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

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

Construction of Roadway Lightings at Brgy. Rizal, Brgy. San Jose, Brgy. San Juan and Brgy. Santiago, Baras, Rizal

WITNESS MY HAND AND SEAL the 15 2023 day of ______, at Rizal Pro-

Doc No. 366
Page No. 4)
Book No. 1
Series 20 23.

for Angono, Binangoran a Cardona all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

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 School Gate and Improvement of Teresa Rizal District- Jail at at Brgy. Santiago Baras, Rizal and Brgy. Dalig, Teresa, Rizal effective February 20,2023(Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

2.1723

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN BILOG

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government and existing under Republic Act No. 7160, with seat of government at the I Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, 1 its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the F	Rizal Provincial Capitol, represented in this act by
organized and existing under the laws of the Republic of the Philippines, with prand office address at Morong, Rizal , and herein Proprietor/President/General Manager, GERALD KENN S.J. BILOG , citizen, single/married, resident of Morong, Rizal , hereina CONTRACTOR. WITNESSETH, That,	represented by its of legal age, Filipino
WHEREAS, the PROVINCE declares that certain infrastructure works pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 8, 2022	should be constructed in namely:
Construction of School Gate and Improvement of Teresa Jail at Brgy. Santiago, Baras, Rizal and Brgy. Dalig,	Rizel District- Terese, Rizel
WHEREAS, the CONTRACTOR, warranting that it has the financial at to undertake the above said infrastructure works, has been declared as the Lower Bid in a public bidding held last 10 January 2023, has accepted and the construction and completion of the above said infrastructure works strictly following standards set forth in the bid documents, approved plans, program of in consideration of the amount of Six Hundred Thirty-Three Thousand Pesos & 23/100 (P 633,650.23)	st Calculated Responsive binds itself to undertake in accordance with the works and specification
NOW, THEREFORE, for and in consideration of the foregoing prenhereby agree as follows:	mises, the parties hereto
1. The whole works subject matter of this Agreement shall 120ty (80) calendar days, in accordance with the Documents, Approved Plans, Program of Works and Specifications, General at Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents and Regulations of Republic Act No. Supplemental programment of Republic Act No. Supplemental programment of Republic Act No. Supplemental programment of Republic Act No. Supplement of Republic Act No. Supplemental programment of Republic Act No. Suppl	he provisions of the Bid and Special Conditions of ments as required by the
 a. SP Ordinance No. 21, 3. 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 bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin 	I in the winning
j. Notice of Award of Contract and the Contractor's Conformity thereto2. In consideration of the payment to be made by the PROVINCE to to	the CONTRACTOR, the
latter hereby covenants with the PROVINCE to construct and complete the infinof this Agreement in conformity with the province of the Contract;	astructure works subject
3. The PROVINCE hereby covenants to pay the CONTRACTOR Six Hundred Thirty-Three Thousand Six Hundred Fifty Pesos 8 (P 633,63) Currency, in consideration of the construction and only upon completion of the construction and the construction and only upon completion of the construction and only upon completion and the construction and	3 23/100 50.23), Philippine

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Ninety Thousand Ninety-Five
- (P1co.005.07) 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

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

* * *	poro, wan and the	-	
IN WITNESS WHEREOF, the at Anti	parties have hereunto sippolo City.	gned this Agreement this	FEB 15 200 of
GKB BUILDERS Entity/Firm/Corporation	RIZAL	PROVINCIAL GOVER	NMENT
By:	By:	\$	
GERALD KENNS.J. BILOG		NINA RICCI A. YNAF	DEC
Proprietor/Manager/President		Governor,	16
1	TO THE TOTAL OF TH	4	pr. v
(Q)	WITNESSES	A	
LOLITA B DE GUZMAN		MA. VICTORIA B. T	EJADA -
NOTA	RIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIANGONO, Rizal) S.S.			
BEFORE ME, a Notary Public	for and in Antipological	personally appeared the t	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. 196-519-3	23	
All known to me and to me kno and acknowledgment that the same is respectively present.	own to be the same person their free voluntary act	n/s who executed the foreg and deed as well as the	going instrument entity that they
This instrument, consisting of the written and has been signed by the parties	nree (3) pages including hereto in each and every	this page wherein this ack page hereof, refers to the A	mowledgment is agreement for:
Construction of School Gate and Brgy. Sentiago Baras, Rizal and			ct-Jail at
WITNESS MY HAND AND SEA Capitol, Antipolo City.	AL this FEB 15 2023 day of	at 18000	PoviRiza
Doc No. 316 Page No. 63 Book No. 1 Series 20 13		TY. ANNA MARIE D. SAN NOTARY PUB- or Angono, Binangonan & Card all in the PROVINCE OF RIZ/ Valid until December 31, 2023 Adm. Matter 22-002	LIC Iona AL

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Construction of Roadway Lightings at Brgy. Ithan, Brgy. Mambog, Brgy. Batingan and Brgy. Darangan, Binangonan, Rizal

Brgy. Baungan and Brgy. Darangan, Bin

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

2/17:23

JUAN PAOLO MIGUEL MANLAPIT



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

L. EUSEBIO ACE DEVELOPMENT CORPORATION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pesig City, and herein represented by its Proprietor/President/General Manager, JUAN PAULO MIGUEL E. MANIAPIT of legal age, Filipino citizen, single/married, resident of Pesig City, 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. 16, 8. 2022 namely:

Construction of Roadway Lightings at Brgy. Ithan, Brgy. Mambog, Brgy. Batingan and Brgy. Darangan, 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 10 January 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the amou

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 Eighty (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. 16, 5. 2022
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - 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;

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Million Two Hundred Thirty-Six Thousand Six Hundred Forty-Seven Pesos 3 20/100
- (P 2,236,647.20) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 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 EB 15 2022 ay of at Antipolo City.

L. EUSEBIO ACE DEVELOPMENT CORPORATION
Entity/Firm/Corporation

By:

JUAN PAULO MIGUEL E. MANIAPIT
Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

RIZAL PROVINCIAL GOVERNMENT

NINA RICCYA. YNARES
GOVERNOT L. WITNESSES

MA. VICTORIA B. TEJADA

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

BEFORE ME, a Notary Public for and in Antipolocity Personally appeared the following

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

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

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

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

Construction of Roadway Lightings at Brgy. Ithan, Brgy. Mambog, Brgy. Batingan and Brgy. Darangan, Binangonan, Rizal

Doc No. 299
Page No. C)
Book No. 1
Series 20 23.

ATTY. ANNA MARIEL. S
NOTARY PUBLIC
for Angono, Nicenary nits
all in the PROVINCE OF
Valid until December 31.

for Angono, Nicengonania Gardena
all in the PROVINCE OF RIZAL
Valid until December 31, 2023
Adm. Matter 22-002
PTR No. 18929923/ January 3, 2023 / Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No.016632 / Rizal
MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

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 Covered Pathwalk at Janosa Elem. School, Brgy. Janosa, Binangonan, Rizal, effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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

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I acknowledge receipt of this Notice on:

2.17.23

Authorized Signature:

Name of the Representative of the Bidder.

LAURO UDIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 5, 2022 namely:

Construction of Covered Pathwalk at Janosa Elementary School, Brgy. Janosa, 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 10 January 2023 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Five Hundred Thirty-Six Thousand Five Hundred Ninety-Eight Pesos & 34/100 (P1,536,598.34), 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 Eighty-Four (84) 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. 21, 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 Supplement \ 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 Five Hundred Trirty-Six Thousand Five Hundred Ninety-Eight Pesos 8 34/100 (P 1,536,598.34), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

 Seventy-Nine Pesos & 50/100 (P_460,979.50)

 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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 5 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.

KIT UBIADAS CONSTRUCTION CORPORATION

Entity/Firm/Corporation

By:

LAURO M. UBIADAS

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RIOCI A. YNARES

WITNESSES

MA. VICTORIA B. TEJADA

MARISSA N. CLEOFAS

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANTIPOLO CITY Angono, 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:

Construction of Covered Pathwalk at Janosa Elementary School, Brgy. Janosa, Binangonan, Rizal

WITNESS MY HAND AND SEAL this FEB 15 2023 ay of ______, at Riza Capitol, Antipolo City.

Doc No. 303
Page No. 63
Book No. 1

Series 20 23

ATTY. ANNA MARIE L. SANTOS

NOTARY PUBLIC

for Angono. Chargenan Beardona
all in the PROVINCE OF PIZAL

for Angono Wind Senan Deladona all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

15 February, 2023

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

Dear Mr. Aquino:

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

Construction of 1-Storey 2-Rooms Ynares School Bldg., at
Limbon-Limbon Elem. School Brgy. Limbon-Limbon, Binangonan, Rizal

cffective February 29,2923(Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

Flease 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:

2.17.73

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER AQUINO

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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
OLIVER AQUINO CONSTRUCTION a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan Rizal, and herein represented by its Proprietor/President/General Manager, OLIVER ACUINO, of legal age, Filipino citizen, single/married, resident of Binangonan Rizal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, s. 2022 namely:
Construction of 1 storey, 2 rooms Yneres School Building at Limbon-Limbon Elementary School, Brgy. Limbon-Limbon, 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 10 June 2023 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 Forty Three Thousand One Hundred Eighteen Pesos & 72/100 (P 5,443,118.72), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within One Hundred Twenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21, e. 2022
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications
e. Construction Schedule f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) bidding envelopes
h. Bid Security
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 Forty-Three Thousand One Hundred Eighteen Pesos (P 5,443,118.72), 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 Thirty-Two Trousand

 Nine Hundred Thirty-Five Pesos & 62/100
- (P_1 632 935 62) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

the appropriate court of the City of Antipolo, with the exclusion of any other courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to IN WITNESS WHEREOF, the parties have hereunto signed this Agreement the 15 2023 day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT OLIVER AQUINO CONSTRUCTION Entity/Firm/Corporation By: By: NINA RICCI A. YNARES Proprietor/Manager/President Governor WITNESSES MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO erceno,) 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 September 24, 2031 Passport No. P7689056B Manila OLIVER AQUINO TIN NO. 182-311-289 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Elementary School, Brgy, Limbon-Limbon, Binangonan, Rizal

Construction of 1 storey, 2 rooms Yneres School Building at Limbon-Limbon

WITNESS MY HAND AND SEAL 15 2	day of, at Rival Provincial
Capitol, Antipolo City.	
Doc No	ATTY. ANNA MARIE & SANTOS
Page No. 64	NOTARY PUBLIC
Book No.	for Angono, Nicernation Is Chirologa
Series 20 23.	all in the PROVINCE OF RIZAL
Borres 20	Valid until December 31, 2023
	Adm. Matter 22-002
	PTR No. 18929923/ January 3, 2023 / Rizal
	Roll of Attorneys No. 69250
	IBP Lifetime Member No.016632 / Rizal
	MCLE Compliance No. VII-0023742



Republic of the Philippines Previncial Government of Pizzl

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

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 Installation of Electrical Lighting System at Ynares Multi-Purpose Covered Court at Pag-Asa National High School at Brgy. Pag-Asa, Binangonan, Rizal Cffective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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

Very truly yours,

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on:

2.1723

Authorized Signature.

Name of the Representative of the Bidder:

LAURO UBIADAS

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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 CONSTRUCTION CO	RPORATION , a sole proprie	torship/private corporation, duly
organized and existing under the laws of	the Republic of the Philippines	, with principal place of business
and office address at Bine	ngonan, Rizal , and	herein represented by its
Proprietor/President/General Manager,	LAURO M. UBIADAS	, of legal age, Filipino
citizen, single/married, resident of	Binengonen, 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. 21, \$2022 namely:

Installation of Electrical Lighting System at Ynares Multi-Purpose Covered Court at Pag-Asa National High School at Brgy. Pag-Asa, 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 10 January 2023 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Hundred Twenty-Six Thousand Four Hundred Pesos & 17/100 (P 326,400.17), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within 11 try-Two (32) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 21, 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 Supplement \ Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Toree Hundred Twenty-Six Thousand Four Hundred Pesos & 17/100

 (P_326,400.17____), 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;

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

 Pesos & 05/100 (P 97, 920, 05)

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

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

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

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

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

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing 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.

MA. VICTORIA B. TEJADA

MARISSA N. CLEOFAS

MCLE Compliance No. VII-0023742

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Antipologopy Piezobnally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031

Manila

LAURO Ni. USTADAS

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:

Installation of Electrical Lighting System at Ynares Multi-Purpose Covered Court at Pag-Asa National High School at Brgy. Pag-Asa, Binangonan, Rizal

at Pag-Asa National High School at B	rgy, Pag-Ass, Binangonan, Kizai
WITNESS MY HAND AND SEAL this E	Angono, Riza at Rizal Provincial
Capitol, Antipolo City.	
Doc No	ATTY. ANNA MARIE L. SANTOS
Page No. 42	NOTARY PUBLIC
Book No.	for Angono, Birangonar ACBALGO
Series 20_23	all in the PROVINCE OF RIZAL
Series 20_23	Valid until December 31, 2023
	Adm. Matter 22-002
	PTR No. 18929923/ January 3, 2023 / Rizal
	Roll of Attorneys No. 69250
	IBP Lifetime Member No.016632 / Rizal



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

MR. LAURO M. UPIADAS
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 *Imprv. of Gymnasium at Vicente Madrigal National High Sch.*, *Brgy. Palangoy*, *Binangonan*, *Rizal*, effective *February 20,2023(Monday)*.

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

2.1773

Authorized Signature:

Name of the Representative of the Bidder.

LAURO 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

KIT UBIADAS CONSTRUCTION CO		
organized and existing under the laws of	the Republic of the Philippines	, with principal place of business
and office address at Binange	onen, Rizel , and	herein represented by its
Proprietor/President/General Manager,	LAURO M. UBIADAS	, of legal age, Filipino
citizen, single/married, resident of	Binangonan, Rizal	hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 5, 2022 namely:

Improvement of Gymnasium at Vicente Madrigal National High School, Brgy. Palangoy, 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 10 January 2023 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 Million Four Hundred Total Name 1 (P1.439.879.37), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 21, 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 Supplement \ 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 Four Burdred Tritty-Nine Trought Fig. 1 Indeed Seventy-Nine

 Pesos \$ 37/100 (P 1,439.87), Philippine

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Thirty-One Thousand Nine Hundred
- (P 431, 963, 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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 15 2023 day of at Antipolo City.

KIT UBIADAS CONSTRUCTION CORPORATION

Entity/Firm/Corporation

LAURO M. UBIADAS

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

Governor 6

WITNESSES

MA. VICTORIA B. TEJADA

MARISSA N. CLEOFAS

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031

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:

Improvement of Gymnesium at Vicente Madrigal National High School, Brgy. Palangoy, Binangonan, Rizal

WITNESS MY HAND AND SEAL the B 15 2023 day of Capitol, Antipolo City.

Doc No. Page No. Book No.

Series 20 23

ATTY, ANNA MARIÈ

NOTARY PUBLIC for Angono, Binangona all in the PROVINCE Valid until December 31, 2023 Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 BP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to DIAZ AQUINO CONSTRUCTION CORP. that work may proceed on the Construction of 1-Storey Ynares Multi-Purpose Building

(Feeding Center) at PilaPila Elem. School, Brgy. PilaPila, Binangonan, Rizal effective February 20,2023(Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

2-13-23

Authorized Signature:

Name of the Representative of the Bidder:

PAOLO ÓLIVER AQUINO

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

DIAZ AQUINO CONSTRUCTION CORPORATION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business , and herein represented by its Binengonen, Rizel office address at ___, of legal age, Filipino Proprietor/President/General Manager, PAOLO OLIVER D. AQUINO Binangonan, 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. 21, \$. 2022

Construction of 1 storey Ynares Multi-Purpose Building (Feeding Center) et Pilepila Elementary School, Brgy. Pilapila, 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 10 January 2023 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Forty-Six Thousand Four Hundred Eighty-(P 3,046,483,36), Philippine Currency. Three Pesos & 36/100

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 Hundred Five (105) calendar days, in accordance with the provisions of the Bid One Hundred Five 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. 21, 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 Three Million Forty-Six Thousand Four fundred Eighty-Three Pesos & 36/100 (P_3,046,483.36_), Philippine

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

- 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 Hundred Thirteen Thousand Nine Hundred
- (P 913,945.01) 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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 15 2023 day of at Antipolo City.

DIAZ AQUINO CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

WITNESSES

By:

NINA RICCI A. YNARES Governor 4

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO COSONO, F

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

PAOLO OLIVER D. AQUINO

TIN NO. 910-084-780

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

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

Construction of 1 storey Ynares Multi-Purpose Building (Feeding Center) at PilaPila Elementary School, Brgy. PilaPila, Binangonan, Rizal

WITNESS MY HAND AND SEAL FEB 15 2023 day of Capitol, Antipolo City.

ATTY, ANNA MARIÈ L. SANTOS NOTARY-PUBLIC for Angono, Binangonan & Cardona all in the POTOWING POIBRIDAL Valid until December 31, 2023

Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742

Doc No. 321

Book No. Series 20 23.



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

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 Installation of Water Distribution Lines at Karangalan Elem. School, Brgy. San Isidro, Cainta, Rizal effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

2.1723

Authorized Signature:

Name of the Representative of the Bidder.

LAURO UDIADAS

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 CONSTRUCTION CO					
organized and existing under the laws of	the Republic of	the Philippines	, with princi	pal place of	business
and office address at Binange	onen, Rizel	, and	herein re	epresented	by its
Proprietor/President/General Manager,	LAURO M.	UBIADAS		legal age,	
citizen, single/married, resident of	Binengonen,	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. 21, 5, 2022 namely:

Installation of Water Distribution Lines at Karangalan Elementary School, Brgy. San Isidro, Cainta, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 10 January 2023 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 Tolumburg 100 (P 612 081 68), 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 Toirty (30) 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. 21, 9. 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 Supplement 1 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 Six Hundred Twelve Thousand Eighty-One Pesos & 68/100

 (P 612,081.68), Philippine

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Eighty-Three Thousand Six Hundred
- Twenty-Four Pesos & 50/100

 (P_183,624.50 _____) 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

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the 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. FEB 15 2023 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT KIT UBIADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation By: Governor (Proprietor/Manager/President WITNESSES **MARISSA N. CLEOFAS**

NOTARIAL ACKNOWLEDGMENT

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

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

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

Installation of Water Distribution Lines at Karangalan Elementary School, Brgy.

Sen Isidre, Cainta, Rizal	ZOLI LILIEO VI	. marangazan	azementazy comocoj -
	FEB 15 2023		n: 1n : 11
WITNESS MY HAND AND SEAL	L this	_day of	, at Rizald reviewall
Capitol, Antipolo City.			
Doc No. 300			VA MARIE A. SANTOS
Page No.			OTARY PUBLIC
Book No.		tor Angono all in the	Binangonao & Cardona PROVINCE OF RIZAL
Series 20		Valid un	til December 31, 2023
		Ad	m. Matter 22-002
		PTR No. 18929	923/ January 3, 2023 / Rizal
			Attorneys No. 69250
		IBP Lifetime	Member No.016632 / Rizal

MCLE Compliance No. VII-0023742



Republic of the Philippines Previncial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

MR. FERNANDO L. ARADA FLAG CONSTRUCTION COPORATION Binangonan, Rizal

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION COPORATION that work may proceed on the Concreting of Concord Lane (Area 1), Brookside Hills Subd., Brgy. San Isidro, Cainta, Rizal effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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.

FERNANDO ARADA

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

bidder/s two (2) bidding envelopes

i. Addenda and Supplemental Bulletin

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

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

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

(P1,080,597.33

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Eighty Thousand Five Hundred Ninety-Seven Pesos & 33/100

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. Bid Security

This AGREEMENT made and entered into by andbetween:
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
FLAG CONSTRUCTION CORPORATION a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal , and herein represented by it Proprietor/President/General Manager, of legal age, Filipine citizen, single/married, resident of Binangonan, Rizal , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 5. 2022 namely:
Concreting of Concord Lane (area 1), Brookside Hills Subd., Brgy. Sen Isidro, Cainta, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 10 January 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the amou
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties heret hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 21, 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

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 Twenty-Four Thousand One Hundred

Seventy-Nine Pesos & 20/100

(P 324,179,20) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 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 _____ d at Antipolo City. RIZAL PROVINCIAL GOVERNMENT FLAG CONSTRUCTION CORPORATION Entity/Firm/Corporation By: By: Delle Proprietor/Manager/President WITNESSES MA. VICTORÍA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PRIZAPPINES)
ANTIPOLO CITY) S.S.) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Name/Entity Date Valid ID Presented

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

FERNANDO ARADA

TIN NO. 007-885-673

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 Concord Lane (Area 1), Brookside Hills Subd., Brgy. San Isidro, Cainta, Rizal

WITNESS MY HAND AND SEAL the 15 15 2023 day of Capitol, Antipolo City.

at Rizal Provincial

Doc No. _ Page No. 65 Book No. Series 20 23.

NOTARY PUBLIC

ATTY. ANNA MARIE L. SANTOS

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

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

15 February, 2023

MS. AIMEE C. MAURICIO
A.M. MAURICIO CONST. & BUILDERS INC.
Antipolo City

Dear Ms. Mauricio:

The attached Contract Agreement having been approved, notice is hereby given to A.M. MAURICIO CONST. & BUILDERS INC. that work may proceed on the Concreting of Concord Ave. (Area 1), Brookside Hills Subd., Brgy. San Isidro, Cainta, Rizal effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

2.17.23

Authorized Signature:

Name of the Representative of the Bidder.

ALVIEE MAURICIO

CONTRACT AGREEMENT

12

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

£34	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Antipolo City, and herein represented by its Proprietor/President/General Manager, AIMEE MAURICIO, of legal age, Filipine
	citizen, single/married, resident of
	CONTRACTOR. WITNESSETH, That,
	CONTINUED WITH MADE THE STATE OF THE STATE O
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 5, 2022 namely:
	Concreting of Concord Ave. (Aree 1), Brookside Hills Subd., Brgy. San Isidro, Cainta, Rizal
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
	to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
	Bid in a public bidding held last 10 January 2023 has accepted and binds itself to undertake
	the construction and completion of the above said infrastructure works strictly in accordance with the
	the construction and completion of the above said infrastructure works streety in accordance with the construction and completion of the above said infrastructure works streety in accordance with the construction and completion of the above said infrastructure works streety in accordance with the construction and completion of the above said infrastructure works streety in accordance with the construction and completion of the above said infrastructure works streety in accordance with the construction and completion of the above said infrastructure works streety in accordance with the construction of the above said infrastructure.
	following standards set forth in the bid documents, approved plans, program of works and specification
	in consideration of the amount of Three Million Five Hundred Thirteen Thousand Five

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 Tourty (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. 21, 5. 2022
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - 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 Three Million Five Fundred	covenants Thirteen	to pay the Thousand	CONTRACTOR	the amount Ninety-Sev	of PESC en Pesos); \$
§ 30/100			(P	3,513,597.	30	_

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







- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Fifty-Four Thousand Seventy-Nine
- Pesos & 19/100

 (P_1,054,079,19) 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

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A Company

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 12 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any 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 15 2023 day of at Antipolo City. A.M. MAURICIO CONSTRUCTION & RIZAL PROVINCIAL BUILDERS INC. Entity/Firm/Corporation By: By: NINA RICCI A. YNARES MAURICIO Governor SYN 1/ Proprietor/Managen/President WITNESSES MA. VICTORIA B. TEJADA LOLITA'B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)

ANTIPOLO Alagono, Rizal) S.S.

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

Place Name/Entity Valid ID Presented Date HON. NINA RICCI A. YNARES September 24, 2031 Manila Passport No. P7689056B AIMEE MAURICIO TIN NO. 007-296-553

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 Concord Ave. (Ares 1), Brookside Hills Subd., Brgy. San Isidro, Ceinte, Rizel

7	WITNESS MY HAND AND SEAL this	EQ 15 2023 day of	, at AGEAP Provincial
Capitol, A	Antipolo City.		0
Doc No	2,5		SOUTH CANTOS

Page No. Book No. Series 20 23.

ATTY. ANNA MARIEV... S NOTARY PUBLIC for Angond Ginangonal Laborationa all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

15 February, 2023

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Construction of Roadway Lightings at Brgy. Calahan, Cardona, Rizal effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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.

2.17.23

JUAN PACLOMICUEL MANUADIT

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.	EUSEB10	ACE D	EVELOPMENT	CORPORATION	, a sole pro	prietorship/priv	ate corporation	on, duly
organ	nized and e	xisting 1	under the laws	of the Republic	of the Philipp	ines, with princ	ipal place of	business
and	office	address	at	Pasig City	, a	nd herein	represented	by its
Prop	rietor/Presi	dent/Ge	neral Manage	r, JUAN PA UL O	MIGUEL E.	MANLAPIT of	legal age,	Filipino
citize	en single/	married,	resident of	Pasig C	ity	, hereinafter	r referred to	as the
CON	TRACTO	R. WIT	NESSETH, TI	nat,				
	WHER	EAS, the	e PROVINCE	declares that cer	rtain infrastruc	cture works sho	ould be constr	ucted in
pursi	ant of the	Sanggur	niang Panlalay	vigan Ordinance	No. 10, 3.	2022	nam	iely:
1								
	Constr	uction	of Roadway	Lightings a	t Brgy. Ca.	laban, Cardo	ons, 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 10 January 2023 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the latest program of works and specification in consideration of the amount of the latest program of works and specification in consideration of the amount of the latest program of works and specification in consideration of the amount of the latest program of works and specification in consideration of the amount of the latest program of works and specification in consideration of the amount of the latest program of works and specification in consideration of the amount of the latest program of works and specification in consideration of the amount of the latest program of works and specification in consideration of the latest program of works and specification in consideration of the latest program of works and specification in consideration of the latest program of works and specification in consideration of the latest program of works and specification in consideration of the latest program of works and specification in consideration of the latest program of works are latest program of works and specification in consideration of the latest program of works are latest program of works are latest program of 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 Seventy-Two (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. 16, 9. 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
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Five Hundred Eighty-Three Thousand One Hundred Pesos & 47/100

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Seventy-Four Thousand Nine

Hundred Thirty Pesos & 14/100

(P_1,074,930.14 ____) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing [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 WHEREOF, the parties have hereunto signed this Agreement this _____ day of at Antipolo City.

L.	EUSEBIC ACE DEVELO	PMENT CORPORATION
	Entity/Firm/Co	rporation

RIZAL PROVINCIAL GOVERNMENT

JUAN PAULO MIGUEL MANLAPIT

Proprietor/Manager/President

WITNESSES

By:

FORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and an South of leavy, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

JUAN PAULO MIGUEL E. MANLAPIT

TIN NO. 000-159-917

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of Roadway Lightings at Brgy Calaban, Cardona, Rizel /

	WITNESS MY HAND AND SEA	THEB	15	2023	day of
'anitol	Antinolo City				

Capitol, Antipolo City.

Page No.
Book No. Book No. Series 20 23

all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal

ATTY, ANNA MARIE L. SANTOS **NOTARY PUBLIC** for Angono Maragener & Barelona

MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

15 February, 2023

MICHAEL A. VILLARINA MAK-JAMS CONSTRUCTION Binangonan, Rizal

Dear Mr. Villariña:

The attached Contract Agreement having been approved, notice is hereby given to *MAK-JAMS CONSTRUCTION* that work may proceed on the *Construction of Covered Pathwalk at Ticulio Elem. School, Brgy. Ticulio, Cardona, Rizal* effective *February 20,2023(Monday)*.

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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.

MICHAEL VILLARIÑA

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, MICHAEL VILLARINA, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 8, 2022 namely:
Construction of Covered Pathwalk at Ticulio Elementary School, Brgy. Ticulio, Cardona, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last January 10, 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Seven 10, 547.17, Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Seventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 a. SP Ordinance No. 21, 2. 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 Che Million Sixty-Seven Thousand Six Hundred Forty-Seven Pesos & 17/100 (P 1,067,647.17), 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;

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 Twenty Thousand Two Hundred

Ninety-Four Pesos & 15/100

(P_320, 294.15) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

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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 ER 15 20 day of at Antipolo City.

MAK-JAMS CONSTRUCTION

Entity/Firm/Corporation

By:

By:

Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NINA RICCIA. YNARES
Governor 6 1/2 1/2

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLOGICATO, 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

MICHAEL VILLARINA TIN NO. 221-027-734

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 Covered Pathwalk at Ticulio Elementary School, Brgy. Ticulio, Cardona, Rizal

WITNESS MY HAND AND SEAL LES 15 2023 day of ______, at Rizal Provincial Capitol, Antipolo City.

Doc No. 329
Page No. 43
Book No. 1
Series 20 23.

ATTY. ANNA MARIE L. SANTOS

NOTARY PUBLIC

for Angono, Entarta Public

for Angono, Entarta Public

all in the PROVINCE OF RIZAL

Valid until December 31, 2023

Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal

Roll of Attorneys No. 69250

IBP Lifetime Member No.016632 / Rizal

MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

MR. LAURO M. UDIADAS 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 Side Protection (portion) at Turnina River Brgy. Bagumbong, JalaJala, Rizal effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

2.17.23

Authorized Signature:

Name of the Representative of the Bidder.

CONTRACT A GREEMENT

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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 CONSTRUCTION CORPO		torship/private corporation, duly
organized and existing under the laws of the	he Republic of the Philippines	, with principal place of business
and office address at Binens	conen, Rizel , and	herein represented by its
Proprietor/President/General Manager,	LAURO M. UBIADAS	, of legal age, Filipino
citizen, single/married, resident of	Binangonan, Rizal	hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 5. 2022 namely:

Construction of side Protection (portion) at Turnine River Brgy. Begumbong, Jelajala, 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

10 January

10 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 France (P 12,528,179.36), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred Ninety (190) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 21, 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 Supplement ! 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 Five hundred Twenty-Eight Thousand One Hundred Seventy-Nine

 Pesos 35/100 (P. 12, 36, 17, 36), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Million Seven Hundred Fifty-Right

(P 3.758.453.81) 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;

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

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 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 FEB 15 2023 of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT KIT UBIADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation By: By: LAURO M. UBIADAS Proprietor/Manager/President Governor (WITNESSES MARISSA N. CLEOFAS MA. VICTORIAB. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CARRIgono, Rizal) S.S. BEFORE ME, a Notary Public for and in Antipologically, personally appeared the following Place Date Valid ID Presented Name/Entity Passport No. P7689056B September 24, 2031 Manila HON. NINA RICCI A. YNARES 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 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:

Construction of Side Jalajala, Rizal	Protection (porti	on) at Turning	River Brgy.	Bagumbong
WITNESS MY HA	FEB ND AND SEAL this	15 2023 day of	, at R	izal Rrovincial
Capitol, Antipolo City. Doc No		all Va PTR No.	ANNA MARIE L. NOTARY PUBLINGONO, Binangonan in the PNO IIA DEC 180 Adm. Matter 22-0 18929923/ January Roll of Attorneys No.	C & Cardona PLREAC 11, 2023 102 13, 2023 / Rizal

BP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

MR. GIL B. VILLONES

JILL CONSTRUCTION AND TRADING

Antipolo City

Dear Mr. Villones:

The attached Contract Agreement having been approved, notice is hereby given to
JILL CONSTRUCTION AND TRADING that work may proceed on the

Construction of Covered Pathwalk at Timoteo A. Reyes Sr.

Memorial Elem. School, Brgy. San Pedro, Morong, Rizal

effective February 20,2023(Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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

Very truly yours,

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on:

2.17.23

Authorized Signature:

Name of the Representative of the Bidder:

GIL VILLONES

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/General Manager, GIL VILLONES, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 3, 2022 namely:
Construction of Covered Pathwalk at Timoteo A. Reyes Sr Memorial Elementary School, Brgy. San Pedro, 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 10 January 2023 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Six Hundred Forty-Six Thousand Seven Million Six Hundred Twenty-Two Pesos 108/100 (P 3,646,722.08), 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 https://docs.python.org/nc/405 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. 21, \$. 2022
- b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Six Hundred Forty-Six Thousand Seven Hundred Twenty-Two 8 (P 3,646,722.08

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

- 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 Ninety-Four Thousand Sixteen
- Pesos & 62/100

 (P_1,094,016.62 ____) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 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. FFR 15 2023

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

JILL CONSTRUCTION AND TRADING

Entity/Firm/Corporation

By:

GIL VILLONES

Proprietor/Manager/President

WITNESSES

By:

LOLITA'B. DE GUZMAN

NINA RICCI A. YNARES Governor 4

RIZAL PROVINCIAL GOVERNMENT

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CATSONO,) 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

GIL VILLONES

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 Covered Pathwalk at Timoteo A. Reyes Sr. Memorial Elementary School, Brgy. San Pedro, Morong, Rizal

FEB 15 2023

WITNESS MY HAND AND SEAL this day of

Capitol, Antipolo City.

Doc No. Page No.

Book No.

Series 20 23

ATTY. ANNA MARIE

NOTARY PUBLIC for Angono, BINDITONEY & PCARDONE all in the PROVINCE OF RIZAL

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

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Mamber No.016632 / Rizal MCLE Compliance No. VII-0023742



Republic of the Philippines Provincial Government of Rizal

NOTICE TO PROCEED

OFFICE OF THE GOVERNOR

15 February, 2023

MR. CERALD KENN SJ. BILOC 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

> Concreting of School Ground at Timoteo A. Reyes Sr. Memorial Elem. School, Brgy. San Pedro, Morong, Rizal

effective February 20,2023(Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

Flease 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: GERALD KENN BILOG

CONTRACT AGREEMENT

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(P_1,649,458,47), Philippine

KNOW ALL MEN BY THESE PRESENTS:

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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 Capito Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act be its GOVERNOR, HON. NINA RICCIA. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Morong Rizal , and herein represented by it Proprietor/President/General Manager, GERALD KENN S.J. BILOG , of legal age, Filiping 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 pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 3, 2022 namely:
Concreting of School Ground at Timoteo A. Reyes Sr. Memorial Elementary School, Brgy. San Pedro, Morong, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 10 2023 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Six Hundred Fifty East Person (P 1649 458.47), Philippine Currency
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed with Fifty (50) calendar days, in accordance with the provisions of the Brocuments, 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. 21, 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 PESO One Million Six Hundred Forty-Nine Thousand Four Hundred Fifty-Eight Pesos

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

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Ninety-Four Thousand Eight

Hundred Thirty-Seven Pesos & 54/100

(P 494,837.54) 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

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

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

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

DI WITNESS WHEDEOE 4	a martina hava haraunta sia	ned this Agreement this	FEB 15 2023
IN WITNESS WHEREOF, the	tipolo City.	ned this Agreement this	dily 02
GKB BUILDERS	RIZAL	PROVINCIAL GOVER	NMENT
Entity/Firm/Corporation			
By:	By:	W	
GERALD KINS.J. BILOG	·	NINA RICCI A. YNAI	RES
Proprietor/Manager/President		Governor ¢	NO
	MATTERCE		
187	WITNESSES	-/	
LOLITA B. DE GUZMAN		MA. VICTORIAB. T	EJADA
NOT	ARIAL ACKNOWLE D G	MENT	
NOTA	ARIAL ACKNOWLEDG		
REPUBLIC OF THE PHILIPPINES) ANTIPOLO (TITYONO, RIZALI) S.S.			
BEFORE ME, a Notary Public	for and in ANDRO City,	personally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
GERALD KENN S.J. BILOG	196-519-323	2 0	
All known to me and to me known and acknowledgment that the same is respectively present.	own to be the same person, their free voluntary act a	s who executed the forest	going instrument entity that they
This instrument, consisting of twritten and has been signed by the partie	three (3) pages including the shereto in each and every p	nis page wherein this ack page hereof, refers to the	knowledgment is Agreement for:
Concreting of School Ground et Brgy, San Pedro, Morong, Rizal		r. Memorial Elemen	tery School,
WITNESS MY HAND AND SE Capitol, Antipolo City.	FEB 15 2023 EAL thisday of _	at Rizal	Brovine idal
Doc No. 31) Page No. 64 Book No. 1 Series 20 23		ATTY. ANNA MARIE L. S. NO PARA PUBLIS for Angono, Binangonan & C.	LIC
001100 20 - 3		all in the PROVINCE OF	RIZAL

Valid until December 31, 2023 Adm. Matter 22-002 TR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



Republic of the Philippines

Provincial Government of Rizal.

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Construction of Hand Washing Facilities at Various Schools Within Municipality of Pililla, Rizal effective <u>February 20,2023(Monday)</u>.

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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.

2.17.23

01/10/2023 # 18

CONTRACT AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Baras, Rizal and herein represented by its Proprietor/President/General Manager, and herein represented by its Proprietor, single/married, resident of Republic of the Philippines, with principal place of business and herein represented by its Proprietor/President/General Manager, of legal age, Filipino citizen, single/married, resident of Republic of the Philippines, with principal place of business and herein represented by its Proprietor/President/General Manager, 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. 17, 2022 namely:
Construction of Hand Washing Facilities at various Schools within Municipality of Pililla, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 10 January 2023 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 (P 1560 500 4 1), 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 Thirty-Six (136) 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. 17. 2. 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 Five Hundred Sixty Thousand Bix Hundred Seventy-Nine Pesos & 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 Four Hundred Sixty-Eight Thousand Two Hundred Three Pesos & 92/100
- (P_468,203.92) 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

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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

the appropriate court of the City of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this FER 15 (1981) of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT LARD BUILDERS Entity/Firm/Corporation By: By: Proprietor/Manager/President WITNESSES B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Name/Entity Valid ID Presented Date September 24, 2031 Manila HON. NINA RICCI A. YNARES Passport No. P7689056B RENATO VILLAROMAN TIN NO. 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: Construction of Hand Washing Facilities at various Schools within Municipality of Pililla, Rizal WITNESS MY HAND AND SEAL this 15 7073 day of Capitol, Antipolo City. NOTARY PUBLIC for Angone, Ginangonan & Cardona Book No.

all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742

Series 20 33



Provincial Government of Rizal

NOTICE TO PROCEED

OFFICE OF THE GOVERNOR

15 February, 2023

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Construction of Roadway Lightings at Brgy. Bagumbayan, Pililla, Rizal effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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

Very truly yours,

NINA RICCIA. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

2.17.23

JUAN PAOLO MIGUEL MANLAPIT

CONTRACT AGREEMENT | 9

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA 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 Pasis Ty , and herein represented by its Proprietor/President/General Manager, and place of business of legal age, Filipino citizen, single/married, resident of , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 16, 2, 2022 namely:

Construction of Readway Lightings at Brgy. Bagumbayan, Pililla, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 10, 2023, 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 Hillian Six Hundred 17 Thousand Seventy Six Posos and 06/10

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 16, 8. 2022
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Nine Hundred Ninety Two Thousand Nine Hundred Twenty Two Pesos and 82/100

(P_1,902,902,82) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated 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

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

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

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

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

L. Eusebie Ace Powt. Corp.

By:

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Juan Paulo Miguel F. Manlapit

NIBIA DICCO

NINA RICCI A. YNARES
Governor

Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITYOTO () S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

Juan Paulo Miguel F. Manlapit 000-159-917

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

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

Construction of Roadway Lightings at Brgy, Bagumbayan, Pililla, Rizal

WITNESS MY HAND AND SEAL this FED 15 2023 day of Capitol, Antipolo City.	
D. M. 214	ATTV

ATTY. ANNA MARIE L. SANTOS

NOTARY PUBLIC

for Angono Divargora is Cardona

all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742

Doc No. <u>\$19</u>
Page No. <u>45</u>
Book No. 1

Series 20 23.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

MR. GRINGO C. ANORE G. ANORE CONSTRUCTION Binangonan, Rizal

Dear Mr. Anore:

The attached Contract Agreement having been approved, notice is hereby given to G. ANORE CONSTRUCTION that work may proceed on the Concreting with Side Protection of Road at Sitio Mapandan, Brgy. Hulo, Pililla, Rizal effective February 20,2023(Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

2.17.23

Authorized Signature:

Name of the Representative of the Bidder:

GRINGO ANORE

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

and existing under Republic Act No. 7160, wi	OF RIZAL, a local government unit, duly organized th seat of government at the Rizal Provincial Capitol, gy. San Roque, Antipolo City, represented in this act by
its GOVERNOR, HON. NINA RICCI A. YNA	RES, herein referred to as the PROVINCE; and
G. Anore Construction	, a sole proprietorship/private corporation, duly

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangone and herein represented by its Proprietor/President/General Manager, of legal age, Filipino citizen, single/married, resident of Binangonen, kizal 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. 2022 namely:

Concreting with Side Protection of Road at Sitio Mapandas Brgge Hulo, Pililla, 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 Ninety (90) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 21, 5, 2022
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - 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 and 35/100 (P), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Thousand Five Hundred Eighty Nine
- (P 400, 583, 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;

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

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 26 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 FER 15 1837 of at Antipolo City.

G. Anore Construction

By: RIZAL PROVINCIAL GOVERNMENT

By: By:

Proprietor/Manager/President

WITNESSES

LOLITA BY DE GUZMAN

MA. VICTORIA BY TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PRICE PINES)
ANTIPOLO CITY) S.S.

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

Name/Entity Valid ID Presented Date Place

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

Gringo Anore 253-374-109

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

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

Concreting with Side Protection of Road at Sitic Mapendan, Brgy. Hulo.

EED 15 2022

WITNESS MY HAND AND SEAL this FEB Capitol, Antipolo City.	13	day of
Doc No3		

Page No. GH Book No. Series 20 23. ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona

for Angono, Binangonan & Cardona all in the ROVANCE OF RIZAL Valid until December 31, 2023

Adm. Matter 22-002

R No. 18929923/ January 3, 2023

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

MR. JUAN PAOLO MIGUEL E. MANLAPIT

L. EUSEBIO ACE DEVELOPMENT CORP. Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Construction of Roadway Lightings at Modesta Village, Brgy. Sto. Niño, San Mateo, Rizal effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

1.

Authorized Signature:

Name of the Representative of the Bidder:

JUAN PAOLO MIGUEL MANLAPIT

2.17.23

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

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

Conscruction of Rosdway Lightings at Medasta Village, Brgy. Sto. Ninc. Sun Mateo. 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 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. 16, 5, 2022
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i Addenda and Supplemental Bulletin
 - 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

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS one Million Four Hundred Ninety Thousand Eight

Hundred Minety Seven 28/100
(P 1 100 897 2) 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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this FED 15 200 of at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT Eusebie Ace Development Corp. Entity/Firm/Corporation By: By: **NINA RICCI A. YNARES** Juan Paulo Miguel F. Menlapit Proprietor/Manager/President Governor 4 × Tab WITNESSES MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Place Name/Entity Valid ID Presented Date September 24, 2031 Manila HON. NINA RICCI A. YNARES Passport No. P7689056B Juan Paulo Miguel Manlapit 000-159-917

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

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

Construction of Roadway Lightings at Modesta Village, Brgy, Sto Nino. San Mateo Rizal WITNESS MY HAND AND SEAL this , at Rizah Provincial Zal day of Capitol, Antipolo City. ATTY, ANNA MARIE L. Doc No. NOTARY PUBLIC Page No. ________ for Angono, Binanganan & Ganton all in the PROVINCE OF RIZAL Book No._ Series 20 >3. Valid until December 31, 2023

Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

MR. NOVENCIO J. FRANCISCO N. FRANCISCO CONSTRUCTION Morong, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to N. FRANCISCO CONSTRUCTION that work may proceed on the Construction of 2-Storey Ynares Multi-Purpose Bldg. at Sitio Sampiro, Brgy. Plaza Aldea, Tanay, Rizal effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

17 February 2023

Authorized Signature:

Name of the Representative of the Bidder:

OVENCIO FRANCISCO

CONTRACT AGREEMENT

KINUW	ALL MEN BY THESE PRESENTS:			
, 1	This AGREEMENT made and entered	into by and between:		
and exist	The PROVINCIAL GOVERNMENT ting under Republic Act No. 7160, we rential Road corner P. Oliveros St., BERNOR, HON. NINA RICCI A. YN	vith seat of government rgy. San Roque, Antipo	at the Rizal Proving lo City, represented in	icial Capitol, in this act by
and of Proprieto citizen,	d and existing under the laws of the Refice address at	epublic of the Philippines	herein represent	ed by its
pursuant	WHEREAS, the PROVINCE declares of the Sangguniang Panlalawigan Ord	that certain infrastructur linance No.	e works should be c	onstructed in namely:
1	Construction of 2 storey Ynar Brgy. Plaza Aldea, Tanay, Ris	es Multipurpose Bl al	dge at Sitic Sar	spire:
to undert Bid in a the consideration of the conside	WHEREAS, the CONTRACTOR, war take the above said infrastructure work public bidding held last truction and completion of the above g standards set forth in the bid document of the amount of the amou	s, has been declared as to the said infrastructure workents, approved plans, process of the same terms.	he Lowest Calculated pted and binds itself as strictly in accordated ogram of works and), Philippin	to undertake ance with the specification
One Hu Documer Contract, 2016 Re	gree as follows: 1. The whole works subject material and the subject material and the subject material and the subject material and the subject material and subject to the subject and incorporated herein by way of reference and incorporated herein by way of the properties and the properties and the properties and the properties	ndar days, in accordance ks and Specifications, Constant supporting/relate ulations of Republic A	e with the provision seneral and Special (ed documents as req	ns of the Bid Conditions of Juired by the
1 0 6 1 8	a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the bidder/s two (2) bidding envelopes h. Bid Security f. Addenda and Supplemental Bulletin		contained in the winr	ning
j	. Notice of Award of Contract and the			
2	2. In consideration of the payment to	be made by the PROVI	NCE to the CONTR	ACTOR, 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 Seven Hundred Fifty Four Thousand Nine Hundred Sighty Seven Fesos and 39/100 (P 4.754.987.39), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

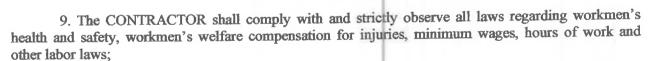
4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

22

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS
- (P 1 2 4 2 5 4 2 6 2 2 1) 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."



- 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 22 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 FEB 15 2023 agreement of at Antipolo City.

N. Francisco Construction

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

By:

NINA RICCI A. YNA Governor (

WITNESSES

MA. VICTORÍA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYONO, 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

Novencie Francisco

100-141-961

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

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

Construction of 2 storey Tnares Multipurpose Bldg. at Sitie Sampire, Brgy. Plaza Aldea, Tanay, Rizal

WITNESS MY HAND AND SEAL this EB 15 202 dtay of

Capitol, Antipolo City.

Doc No. Page No.

Book No. Series 20 23 NOTARY PUBLIC for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002

ATTY. ANNA MARIE L

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250

IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

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 Water System Level II at Sitio Sampiro, Brgy. Plaza Aldea, Tanay, Rizal effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

LAURO 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
Circumferential Road comer P. Onvelos St., Digy. San Roque, Antipole City, Depolition of the PROVINCE: and
its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21 s. 2022 namely:

Construction of Water System Level II at Sitio Sampiro, Brgy. Plaza Aldea, Tanay, 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 the force funded forty Light (148) 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. 21 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
- 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;

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this EB 15 2022 ay of at Antipolo City.

RIZAL PROVINCIAL GOVE Entity/Firm/Corporation By: By: NINA PICCI A. YN. Governor L. WITNESSES LOLITA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CARGORO, Rizal) S.S. BEFORE ME, a Notary Public for and in Antipolic City personally appeared the Name/Entity Valid ID Presented Date	DNIMENT
By: By: NINA PACCI A. YN. Governor \(\) WITNESSES LOLITA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CATYONO, Rizal \(\) S.S. BEFORE ME, a Notary Public for and in Antipolio City, personally appeared the	PICTAINTEN I
Proprietor/Manager/President WITNESSES LOLITA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CAFYONO, Rizal) S.S. BEFORE ME, a Notary Public for and in Appropriate City personally appeared the	
Proprietor/Manager/President WITNESSES LOLITA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CATYONO, Rizal) S.S. BEFORE ME, a Notary Public for and in Antipolo City personally appeared the	
WITNESSES LOLITA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CAFYGONO, Rizal) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the	ARES N &
NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CATYONO, Rizal) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the	5.9
NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CATAGONO, Rizal) S.S. BEFORE ME, a Notary Public for and in Antipolo City personally appeared the	2
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CATYONO, Rizal) S.S. BEFORE ME, a Notary Public for and in Antipolo City appeared the	TEJADA
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CATYONO, Rizal) S.S. BEFORE ME, a Notary Public for and in Antipolo City appeared the	
ANTIPOLO CATAGONO, Rizal) S.S. BEFORE ME, a Notary Public for and in Antipolo City personally appeared the	
BEFORE ME, a Notary Public for and in Anapolo Riga personally appeared the	
Name/Entity Valid ID Presented Date	ne following
	Place
HON. NINA RICCI A. YNARES Passport No. P7689056B September 24, 203	1 Manila
Larry N. Ubiadas 008-410-689	
All known to me and to me known to be the same person/s who executed the for and acknowledgment that the same is their free voluntary act and deed as well as the respectively present.	regoing instrument he entity that they
This instrument, consisting of three (3) pages including this page wherein this written and has been signed by the parties hereto in each and every page hereof, refers to the	acknowledgment is e Agreement for:
Construction of Mater System Level II at Sitio Sampiro, Braldea, Tana Rizal	7
WITNESS MY HAND AND SEAL this FER 15 2023 ay of at RIZ	IPP8vRizal
	44500
Doc No. 369 Page No. 99 NOTARY PUBLIC	ANTOS
Book No. 1 for Angono, Binangorian and	alldolfa
Series 20 33 all in the PROVINCE OF F	RIZAL ·
Valid until December 31, 2 Adm. Matter 22-002	

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

ENGR. RENATO C. VILLAROMAN

LARD BUILDERS
Baras, Rizal

Dear Engr. Villaroman:

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

Improvement of Ynares School Building/Comfort Room at Brgy. Plaza Aldea, Tanay, Rizal effective February 20,2023(Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

2.17:27

RENATO VILLAROMAN

CONTRACT AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS:

CONTRACTOR. WITNESSETH, That,

This AGREEMENT made and entered into by and between:

and existing u	PROVINCIAL under Republic al Road corner OR, HON. NI	Act No. 7: P. Oliveros	160, with s St., Brgy. S	eat of gove San Roque	ernment Antipolo	at the Riza City, repr	d Provincia esented in t	1 Capitol, his act by
	Builders			, a sole	propriet	orship/priv	ate corpora	tion, duly
and office	existing under address at	Baras,	Rizel		, and	herein 1	epresented	by its
Proprietor/Pre	sident/General	Manager,	Renato	Villaron	en	, of	legal age,	Filipino to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21. 5. 2022 namely:

Improvement of Vnares School Building/Comfort Room at Brgy. Plaza

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 Eighty (20) 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.21, 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;





16

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Ninety Thousand Four Hundred Sixty
- (P 290, 462, 13) 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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 24 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 benefit derived from the act or acts in question or both at the discretion of the Courts.

and restitution for the damages done of the forfeiture in favor of the government of any unwarranted 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. FEB 15 2023 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Lard builders Entity/Firm/Corporation By: By: NINA RICCIA. YNARES Repato Villaroman Governor (4 Proprietor/Manager/President

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLOGIETO, RIZE

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

Ranato 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:

Improvement of Ynares School Building/Comfort Room at Brgy. Plaza Aldea, Tanay, Rizal

WITNESS MY HAND AND SEAL t	FEB 15	2023	_day of
Capitol, Antipolo City.		Phys	

Doc No. Page No. Book No.

Series 20 23

at Rizal Provincial

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 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

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

Dear Mr. Santiago:

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

Construction of Slope Protection with Embankment of Ynares
Multi-Purpose Bldg., at Sitio Sampiro, Brgy. Plaza Aldea, Tanay, Rizal
effective February 20,2023(Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

JOMMEL SANTIAGO

CONTRACT AGREEMENT

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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

Cambri Buildons and Dapply	, a sole proprietorship/private corporation, duly
and office address at Mortage Manal	lic of the Philippines, with principal place of business and herein represented by its
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR. WITNESSETH, That,	of legal age, Filipino, hereinafter referred to as the
WHEREAS, the PROVINCE declares that	certain infrastructure works should be constructed in namely:

Second at Slope Protection with Embanasant of Theres Multi-purpose Bldge, at Sitis Sampire, Brgy. Place Alden, 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 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 him five hundred for thousand him hundred for the person and 35/100 (P. 579.555), 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 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. 21, 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 PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Che Million Nave mustred seventy Rine housand the hand to read and and specified in the Bid and as agreed upon by the Contractor;







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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Seventy Three Thousand Nine

- 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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 25 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 15 2023 day of at Antipolo City.

WITNESSES

MA. VICTORIA B. TEJADA

MARISSA N. CLEOFAS

September 24, 2031

Manila

NOTARIAL ACKNOWLEDGMENT

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

HON. NINA RICCI A. YNARES

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

Name/Entity Valid ID Presented Date Place

Journel Santiage 212-862-431

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

Passport No. P7689056B

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:

Sldg. at Sitio Sampiro, Brgy. Plaza Aldea, Tamay, Rizal

sldg. at	oitio	Sampiro,	Brgy.	Plaza	Aldea,	Tamay.	Rizal	
WIT	JESS M	IY HAND A	ND SEA	LEER	15 2023	day of		, at Rizal Provincial
Capitol, Antip				_				Angono, Rizal

Doc No. 32?
Page No. 66
Book No.)
Series 20 23.

NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the Previous of Rizal
Valid until December 31, 2023
Adm. Matter 22-002
PTR No. 18929923/ January 3, 2023 / Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No.016632 / Rizal

MCLE Compliance No. VII-0023742

ATTY. ANNA MARIE . SANTOS



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

ENGR. RENATO C. VILLAROMAN

LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Construction of Covered Pathwalk Hapay na Mangga Elementary School at Cabrera Road, Brgy. Dolores, Taytay, Rizal

effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

21/7:22

Authorized Signature:

Name of the Representative of the Bidder:

RENATO VILLAROMAN

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 organ and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Car Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this as its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and	pitol,
roganized and existing under the laws of the Republic of the Philippines, with principal place of bus and office address at Baras, Rizal, and herein represented by Proprietor/President/General Manager, Renato Villaronan, of legal age, Fil citizen, single/married, resident of Baras, Rizal, hereinafter referred to a CONTRACTOR. WITNESSETH, That,	its ipino
WHEREAS, the PROVINCE declares that certain infrastructure works should be construct pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 8, 2022 namely	red in y:
Construction of Covered Pathwalk Hapay na Mangga Elementary School at Cabrera Road, Brgy. Polores, Taytay, Rizal	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compete to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsible in a public bidding held last January 10, 2023, has accepted and binds itself to under the construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specific in consideration of the amount of Eight Hundred Seventy Nine Thousand Two Hundred Forty Seven Pesos and 48/100 (P. 879, 247, 48), Philippine Currell.	ertake th the cation ency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:	iereto
1. The whole works subject matter of this Agreement shall be completed very possible to the seventy (70) calendar days, in accordance with the provisions of the Documents, Approved Plans, Program of Works and Specifications, General and Special Condition Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated the support of the seventh and incorporated herein by way of reference, namely:	e Bid ons of oy the
 a. SP Ordinance No. 21, 5. 2022 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin 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 CONTRACTOL latter hereby covenants with the PROVINCE to construct and complete the infrastructure works so of this Agreement in conformity with the province of the Contract;	R, the

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Hundred Seventy Nine Thousand Two Hundred Forty Seven Lesos and 48/100

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

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

(P 879,247.48

_), Philippine

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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Fundred Sixty Three Thousand Seven Hundred Seventy Four Pesos and 24/100

(P_263,774,24) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 26 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 15 202 itay of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT L rd Builders Entity/Firm/Corporation By: By: NINA RICCI A. YNARES Renatø Villaroman Governor 1.8 Proprietor/Manager/President WITNESSES **MARISSA N. CLEOFAS** TORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CAMpono, Rizal) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Date Place Valid ID Presented Name/Entity Passport No. P7689056B September 24, 2031 Manila HON, NINA RICCI A. YNARES 119-041-448 Renato Villaroman All known to me and to me known to be the same person/s who executed the foregoing instrument respectively present. written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

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

Construction of Covered Pathwalk Hapay na Mangga Elementary School at Cabrera Road, Brgy. Dolores, Taytay, Rizal

WITNESS MY F	IAND AND SEAL thisday of	at Rizal Provincial
Capitol, Antipolo City.		
Doc No. 325	ATTY AND	NA MARIE I. SANTOS
Page NoC6	ALL L. AND	OTARY PUBLIC

for Angono, Binangonan & Cardona Book No. all in the PROVINCE OF RIZAL Series 20 23 Valid until December 31, 2023

Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

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

Installation of Safety Grills (Enclosure) for Ynares School Building at Dolores Elem. School, Brgy. Dolores, Taytay, Rizal

effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

2117.23

Authorized Signature:

Name of the Representative of the Bidder:

FELIMON SANTOS

CONTRACT AGREEMENT

27

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 Phand office address at Taytay, Rizal	ilippines, with principal place of business, and herein represented by its
Proprietor/President/General Manager, Palinon Santos	of legal age, Filipino
citizen, single/married, resident of Taytay Rival	, hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,	N. Control of the Con

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 8, 2022 namely:

Installation of Safety Grills (Enclosure) for Ynares School Building at Dolores Diegonistry School, Brgy. Dolores, Taytay, Rizal

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

- - a. SP Ordinance No. 21, 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
- 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;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Ten Thousand Seven Hundred Ninety

Paton Pesos and 63/100

(P_210,797.55) 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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 27 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 El 15 20 May of at Antipolo City.

FLS Construction & Builders Entity/Firm/Corporation

By:

elimon Santos

Proprietor/Manager/President

NINA RICCI A. YNARES Governor 5 d

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

SSA N. CLEOFAS

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO OTEO (NIZA)
) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031

Manila

Felimon Sintos

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:

Installation of Safety Grills (Enclosure) for Ynares School Building at Dolores Elem. School, Brgy. Dolores, Paytay, Rizal

WITNESS MY HAND AND SEAL THE 15 2023 day of Capitol, Antipolo City. ATTY. ANNA MARIE L. SANTOS

, at Rizal Provondial al

Doc No. ____314

Page No. _ C S Book No._ Series 20 23.

NOTARY BUBLIC for Angono, Binangonan & Cardona all in the PROVINCE OF BUZNIC Valid until December 31, 2023

Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal NICLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

MR. ARNEL M. GOTO
A.M. GOTO CONSTRUCTION
Binangonan, Rizal

Dear Mr. Goto:

The attached Contract Agreement having been approved, notice is hereby given to **A.M. GOTO CONSTRUCTION** that work may proceed on the

Installation of Safety Grills (Enclosure) on 4-Storey 8-Rooms Ynares School Building at Muzon Elem. School, Brgy. Muzon, Taytay, Rizal

effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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

Very truly yours,

NINA RICCIA. YNARES
Governor

I acknowledge receipt of this Notice on:

2/7.23

Authorized Signature:

Name of the Representative of the Bidder:

ARNEY GOTO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by andbetween:
Circur	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized xisting under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, inferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by OVERNOR, HON. NINA RICCIA. YNARES, herein referred to as the PROVINCE; and
Propri citizer	a sole proprietorship/private corporation, duly ized and existing under the laws of the Republic of the Philippines, with principal place of business office address at Binangonan Rizal and herein represented by its its itetor/President/General Manager, of legal age, Filipinon, single/married, resident of Binangonan Rizal hereinafter referred to as the TRACTOR. WITNESSETH, That,
pursua	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in ant of the Sangguniang Panlalawigan Ordinance No. 21, 8, 2022 namely:
Seh	Installation of Safety Grills (Enclosure) on 4 storey 8 rooms Ynares col Building at Muzen Elem. School, Brgy. Muzen, Taytay, Rizal
Bid in the co	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence dertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive a a public bidding held last
hereb	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto y agree as follows:
Contr 2016	1. The whole works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bidments, Approved Plans, Program of Works and Specifications, General and Special Conditions of act, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated
	with and incorporated herein by way of reference, namely:

h. Bid Security i. Addenda and Supplemental Bulletin

bidder/s two (2) bidding envelopes

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 Hundred Ninety Four Thousand Cae Hundred Ninety

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 Rundred Seventy Eight Pesos and 44/100

(P 178, 258, 44) Philippine Currency, as a measure of guarantee for the faithful counting in the faithful counti

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 25 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 15 2023 day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT A.M. Goto Construction Entity/Firm/Corporation By: By: Arnel M. Goto NINA RICCI A. YNAR Governor Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA LOLITA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO GHOONO, Rizal) S.S. BEFORE ME, a Notary Public for and in Antipolo City 420 rsonally appeared the following Place Date Name/Entity Valid ID Presented September 24, 2031 Manila Passport No. P7689056B HON. NINA RICCI A. YNARES 237-410-542 Arnel M. Goto 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 Safety Grills (Enclosure) on 4 storey 8 rooms Thares School Building at Muzon Elem. School, Brgy. Muzon, Taytay, Rizal Capitol, Antipolo City.

Doc No.

Book No._

Series 20 23.

ATTY. ANNA MARIE L. SANTOS

NOTARY PUBLIC for Angono, Binangonan & Cardon all in the PROVINCE OF RICAL

Valid until December 31, 2023

Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

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 Concreting of Road at De Leon Compound Brgy. San Juan, Taytay, Rizal effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

2 17.23

Authorized Signature:

Name of the Representative of the Bidder:

LAURO 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

reganized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan Rizal, and herein represented by its Proprietor/President/General Manager, Laure M. Ubiadas, of legal age, Filipino citizen, single/married, resident of Binangonan Rizal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, s. 2022 namely:

Concreting of Read at De Leon Compound 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 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. 21, 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 PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Three Million Eighty Seven Thousand Five Hundred Fifty Eight Peaos & 02/100

 (P_3.087.558.02), Philippine

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Hundred Twenty Six Thousand Two Hundred

(P 926, 267, 41) 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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 29 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 [8 15 2020] ay of at Antipolo City. GOVERNMENT RIZAL PROVINCIAL Kit Ubiadas Construction Corp. Entity/Firm/Corporation By: NINA RICCI A. YNARES Lauro M. Ubiadas Governor (Proprietor/Manager/President WITNESSES MA. VICTORIA DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CEGONO, Rizal BEFORE ME, a Notary Public for and an Antipological, personally appeared the following Place Valid ID Presented Date Name/Entity September 24, 2031 Manila Passport No. P7689056B HON. NINA RICCI A. YNARES 008-410-689 Lauro M. Uhiadas 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 at De Leon Compound Brgy. San Juan. Taytay. Rizal WITNESS MY HAND AND SEAL the 15 2023 day of

ATTY, ANNA MARIE

NOTARIOUPUBLIC

for Angono, Binangonan & Cardona

all in the PROVINCE OF RIZAL
Valid until December 31, 2023
Adm. Matter 22-002
PTR No. 18929923/ January 3, 2023 / Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No.016632 / Rizal
MCLE Compliance No. VII-0023742

Capitol, Antipolo City.

Doc No.

Page No.

Book No.

Series 20 23.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

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 Imprv. of School Ground at Sitio Tapayan Elem. School, Lupang Arenda Brgy. Sta. Ana, Taytay, Rizal effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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

Very truly/yours,

NINA RICCIA. YNARES
Governor

I acknowledge receipt of this Notice on:

2.723

Authorized Signature:

Name of the Representative of the Bidder:

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

Ki	t Ubiadas	Con	struction	Corp.	, a sole p	roprie	torship/priva	ite corpora	ition,	duly
arconized o	nd ovieting	under	the laws of	the Republic	of the Philip	ppines and	nerem re	epresented	. Uy	113
Proprietor/	President/Ge	neral	Manager,	Lauro M.	Ubiadas		, of	legal age	, rm	ршо
citizen, sir	igle/married,	resid	dent of _	Binangonan	Rizal		hereinafter	referred	to as	the
CONTRA	CTOR. WIT	NESS	SETH, That,							

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 8, 2022 namely:

Improvement of School Ground at Sitio Tapayan Elem. School, 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

January 10, 2023

has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Three Hundred Seventy Nine Thousand

One Peso and 19/100

(P1.379.001.19

), 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 Eighty (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. 21, 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
- 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 Milion Three Hundred Seventy Nine Thousand One Peso and 19/100

 (P 1.379,001.19), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Thirteen Thousand Seven Hundred
- Pesos and 36/100
 (P 413,700,36

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

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

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

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

at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT Kit Ubiadas Const. Corp. Entity/Firm/Corporation By: Lauro M. Ubiadas Proprietor/Manager/President WITNESSES LOLITA DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY NIZAL) S.S.

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

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

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

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

Improvement of School Ground at Sitio Tapayan Elem. School, Lupang Arenda Brgy. Sta. "na. Taytay, Rizal

WITNESS MY HAND AND SEAL this FEB 15 2023 day of , at Rinal Provincial Capitol, Antipolo City.

Doc No. _ Page No. 4? Book No. Series 20 23

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

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

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 Guard House at Benjamin B. Esguerra Mem. National High School (Camia Campus), Brgy. Sta. Ana, Taytay, Rizal effective February 20,2023(Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

2:17.23

Authorized Signature:

Name of the Representative of the Bidder:

LAURO 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

Kit Ubiadas Construction Corps , a sole	proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Phand office address at Binangoran Rizal	, and herein represented by its
Proprietor/President/General Manager, Laure M. Ubiadas 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. 21, 8, 2022 namely:

Construction of Guard House at Benjamin B. Esquerra Mem. National High School (Camia Campus), Brgy. Sta. "na, 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 Sixty Five (65) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 21, 5, 2022
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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

(P260,459,53) 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;

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

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

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

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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 EB 15 20day of at Antipolo City.

Was Was a Count Count	RIZAL PROVINCIAL GOVERNMENT
Kit Ubiadas Const. Corp.	RIZAL PROVINCIAL GOVERNMENT
Entity/Firm/Corporation	
By: lead	Ву:
Lauro Me Ubiades	NINA RICCI A. YNARES
Proprietor/Manager/President	Governor 4
1.1	WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLICARTHE PINES) ANTIPOLO CITY

LOLITA BE DE GUZMAN

BEFORE ME, a Notary Public for and in Antibolo City Fersonally appeared the following

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

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

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

Construction of Guard House at Benjamin B. Esguerra Mem. N tional High School (Camia Campus), Brgy, Sta, "na, Taytay, Rizal

W	TITNESS MY HAND AND SEAL this	FEB 15	2027 of	
Capitol, A	ntipolo City.		3	
Doc No.	30)			ATTY. ANNA

Page No. Book No. Series 20 23

NOTARY PUBLIC for Angona Ginangonan Beardona all in the PROVINCE OF RIZAL Valid until December 31, 2023 Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal

MCLE Compliance No. VII-0023742

MA. VICTORYA B. TEJADA



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

MR. GERALD KENN SJ. BILOG

GKB BUILDERS Morong, Rizal

Dear Mr. Bilog:

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

Improvement of Perimeter Fence at Teresa Elem. School, Brgy. Dalig, Teresa, Rizal \(\) effective \(\frac{February}{20,2023(Monday)}. \)

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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:

2 7.23

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN BILOG

CONTRACT AGREEMENT

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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
is do vertor, non-triva ricci a. I water, income

GKB Builders	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republ	lic of the Philippines, with principal place of business
and office address at Morong, Rizal	, and herein represented by its
Proprietor/President/General Manager, Gerald	Kann SJ. Bilog , of legal age, Filipino
citizen, single/married, resident of Morong.	
CONTRACTOR. WITNESSETH, That,	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 5, 2022 namely:

Improvement of Perimeter Fence at Teresa Elem. School, Brgy. Dalig. Teresa. Rigal

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 (40) 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. 21, 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

 Three Hundred Seventy Two Thousand four Hundred Seventy Pesos and 88/100

 (P 75 470 58), Philippine

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS one Hundred Twelve Thousand Six Hundred Torty Cne

(P_112.641.26) 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;

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

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

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

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

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

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

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

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 32 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.

By:

Gerald Kenner Bilog

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCIA. YNARES

Governor C

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742

NOTARIAL ACKNOWLEDGMENT

WITNESSES

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CHISPONO, RIZED) S.S.

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

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

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 at Teresa Elema School, Brgy, Daliga Teresa, Rizal

Teresa, Rizal	
WITNESS MY HAND AND SEA	AL this B 15 2023 day of at Rizal Provincial
Capitol, Antipolo City	
Doc No. 312	ATTY. ANNA MARIE SANTOS NOTARY PUBLIC
Page NoBook No	for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL IC
Series 20_23	Valid until December 31, 2023
1	Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal
	Roll of Attorneys No. 69250



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 February, 2023

MR. JUAN PAOLO MIGUEL E. MANLAPIT

L. EUSEBIO ACE DEVELOPMENT CORP.

Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Improvement of TERESA MUNICIPAL BLDG. EXTENSION at Brgy. Poblacion, Teresa, Rizal effective February 20,2023 (Monday).

You are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementing Schedule on the date above-mentioned.

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

Very truly yours,

NINA RICCIA. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.17-20

JUAN PAOLO MIGUEL MANLAPIT

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

corganized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pasig City, and herein represented by its Proprietor/President/General Manager, Juan P ulo Miguel Manager, of legal age, Filipino citizen, single/married, resident of Psig City, 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. 21. 8. 2022 namely:

Improvement of Teresa Municipal Bldg. Extension at Brgy. Poblacion, Teresa, 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 January 10, 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Six Hundred Seventy Two Thousand Four Hundred Thirty Three Pesos and 70/100 (P 3,672,433.70), 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 Four** (144) 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. 21, 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

Three Million Six Hundred Seventy Two Thousand Four Hundred Triangle Three Peros

(P 3,672,433.70),

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Cno Hillion Cno Hundred One Thousand Seven Hundred Thirty Peson and 11/100</u>
- (P_101.730.11) Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be







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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this FEB 15 2023 of at Antipolo City. Le Eusebio Ace Development Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Juan Paulo Miguel F. Manlapit NINA RICCI A. YNARES Proprietor/Manager/President Governor J WITNESSES LOLITA B. DE GUZMAN MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLOACHIONO, Rizal BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

Juan Paulo Miguel Manlapit

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 Teresa Municipal Bldg. Extension at Brgy. Poblacion. Teresa, Rizal

WITNESS MY HAND AND SEAL th & B 15 2023 day	of, at Anglo Provencial
Capitol, Antipolo City.	
Doc No. 330	ATTY, ANNA MARIE L. SANTOS
Page No. 47	NOTARY PUBLIC
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Adm. Matter 22-002
PTR No. 18929923/ January 3, 2023 / Rizal
Roll of Attorneys No. 69250
IRP Lifetime Member No. 0166222 / Pinel

IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742