

Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. LAURO A, 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 Repainting of Angono Municipal Bidg. at Brgg. San Islano. Angono, Bizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES Governor

Lacknowledge receipt of this Notice on:

124 June

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A L'RIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

Circumferential Road of	tic Act No. 7160, with seat of government at the Rizal Provincial Capitol comet P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by N. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing and office address Proprietor/President/Ge	under the laws of the Republic of the Philippines, with principal place of business at Binangonan, Rizel , and herein represented by its eneral Manager, LAURO M. UBIADAS , of legal age, Filipines, resident of Binangonan, Rizel , hereinafter referred to as the INESSETH, That,
WHEREAS, the pursuant of the Sanggu	ne PROVINCE declares that certain infrastructure works should be constructed in manage Panlakawigan Ordinance No. 37, 8, 2021 namely:
Repainting o	of Angono Municipal Building at Brgy. Sam Isidro, Angono,

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence. to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake Bid in a public bidding beld last 27 January 2022 the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Three Hundred Seven Thousand One

Hundred Three Pesos # 96/100 (P 3, 307, 103.96), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred Fifty (150) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Commett, 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:
 - SP Ordinance No. 37, 9, 2021
 - Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schodule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental 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 land hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Congact;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Three Hundred Seven Thousand One Hundred (P3,307,103.96 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 Nine Hundred Ninety-Two Thousand One Hundred Thirty-One Pesos & 19/100 (P 992, 131, 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;

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 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.

KIT UBLADAS CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Emity/Firm/Corporation

 $\mathbf{R}_{\mathbf{W}}$

LAURO M. UBIADAS

Proprietor/Manager/President

By:

REBECCA A. YNARES

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORÍA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

LAURO M. URTADAS

TIN NO. 008-4109689

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 art 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:

Reprinting of Angono Municipal Building at Brgy. San Isidro, Angono, Rizal

WITNESS MY HAND AND SEAL this MIR 02 2222 day of _

Doc No 36
Page No 3
Book No. 4
Series 20 22

ATTY ANNA MARIE L. SANTOS

NOTARY PUBLIC
for Angono, Sinangenan & Cardona
MOTARAPROBLINGE OF RIZAL
Forefold with April 30, 2022

Extended until June 30, 2022 (by virtue of B.M. 3795, September 29, 2021) Adm. Malter 19-006

Roll of Attorneys No. 69250 PTR No. 17132374 / January 3, 2022 / Rizal ISP Lifeting Member No. 016632 / Rizal



NOTICE TO PROCEED

02 March, 2022

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBLADAS CONSTRUCTION CORP.—that work may proceed on the
Repair/Repainting of Ynares Multi-Purpose Bldg. (Daycare Center)

at Villa Gloria Subd., Brgg. San Isidro, Angono, Rical
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. VNARES Governor

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

LAURO A. UBIADAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL COVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sear of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveres St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA 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, Rizel and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS of legal age, Filipino citizen, single/married, resident of Binangonan, Rizel haromafter referred to as the CONTRACTOR. WITNESSETH, That
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sungguntung Panlalawigan Ordinance No. 37, 8, 2021 namely:
Receir/Receinting of Ymeres Fulti-Purpose Building (Deycare Center) of Villa Gloria Subd., Brgy. Sen leidro, Angono, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Handred Ninety-Otte Program Three Handred Perus 9 09/100
hereby agree as follows:
1. The whole works subject matter of this Agreement shell be completed within Fifty (_50_) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 37, s. 2021
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest 8. Bidding Documents including all the documents/statements contained is the winning bidder(s to a (2) bidding)
bidder/s two (2) bidding envelopes b. Bid Security
i. Addenda and Supplemental Bulletin
 Notice of Award of Contract and the Contractor's Conformity thereto
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the later hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of

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

Two Hundred Ninety-One Thousand Three Hundred Pesos & 09/100

(P 291,300.09), Philippine Currency, to consideration of the construction and only upon completion of the infrastructure works

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

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

this Agreement in conformity with the province of the Contract;

Two Hundred Ninety-One Thousand Three Hundred

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>Eighty-Seven Thousand Three Hundred Ninety</u>

(P 87,390.03

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 bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 30. 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 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 day of at Antipolo City.

KIT USIADAS CONSTRUCTION CORPORATION REZAL PROVINCIAL GOVERNMENT Entity/Fitm/Corporation

By:

LAURO M. UBIADAS

Proprietor/Manager/President

WITNESSES

LOLITAB. DB.GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Antipato (Rigatersonally appeared the following

Name/Entity Valid ID Presented Date Place
HON REBECCA A YNARES Passport No. P8239281A August 5, 2028 Manile
LAURO M. UBIADAS TII: NO. 008-410-689

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

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

Repair/Repainting of Ymeres Multi-Purpose Building (Daycare Conter) at Villa Glorie Subd., Bery. Sen Isidro, Angono, Risal

	WITNESS MY	HAND AND SEAL this	1933 62 5227 day of	at Rizar Previncial Capito
Antipolo	City			ATTY ANNA MARIE L. SANTOS
Doc No. Page No.	29			NOTARY PUBLIC for Angono, Binangonari & Cardona
Book No.				Extended until June 30, 2022
Series 20	71			(by virtue of B.M. 3795, September 28, 2021)
				Adm. Matter 19-806 Roll of Attorneys No. 69250
				PJR No. 17132074 (January 2, 2020 - 0)



NOTICE TO PROCEED

02 March, 2022

MR. WH.FREBO B. UNIDAD G-3 CONSTRUCTION Angono, Rizal

Dear Mr. Unidad:

The attached Contract Agreement having been approved, notice is hereby given to G-3 CONSTRUCTION — that work may proceed on the

Construction of I-Storey Ynares Multi-Purpose Bldg, at Vermont Royale Exec. Village, Brgy. Mayamat. Antipolo, City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. Y

Governor

I acknowledge receipt of this Notice on:

g.d. mar

Authorized Signature:

Name of the Representative of the Bidder:

WILFREDO D. UNIDAD

CONTRACT AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCEAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA 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 Antipolo City, and herein represented by its Proprietor/President/General Manager, WILPREDO UNIDAD, of legal age, Filipino citizen, single/married, resident of Antipolo City, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganuang Panlalavigan Ordinance No. 37, 2, 2021 namely:
Construction of 1-storey Ymeres Multi-Purpose Suiking at Vermont Royale Executive Village, Brgy. Heyemot, Antipolo City
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the Hillion Five Handred Fourteen Thousand Nine Thirk real Pages 5 23/100 (P 2,514,900.23), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bezeloy agree as follows:
1. The whole works subject matter of this Agreement shall be completed within <u>Righty-Six</u> (<u>86</u>) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 37, 5, 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
 d. Plums and Specifications e. Construction Schedule f' Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
Addenda and Supplemental Bulletin Notice of Award of Contract and the Contractor's Conformity thereto
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Five Hundred Fourteen Thousand Nine Hundred Pesos & 23/100 (P 2,514,900,23). Philippine
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise acceed 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_Seven Bundred Fifty-Four Thousand Four Bundred Seventy Pesos & 07/100 (P_754,470.07)

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;

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the contributes 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 bereinto signed this Agreement this day of at Antipolo City. ing CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: ATLANTIC UNIDAD REBECCA A. YNARES Proprietor/Manager/President Governor 🦃 WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CANGONO, RIZZII) S.S.

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

Name/Entity Valid ID Presented Date Place HON, REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila WILFREDO UNIDAD TIN .O. 156-191-422

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 Ynames Fulti-Purpose Sullding at Vermont Royale Executive Village, Brgy. Mayenot, Apticolo City

WITNESS MY HAND AND SEAL this	H:3 02 222 day of	at RiALSANAcRizeapitol,
Antipolo City.		ATTY ANNA MARIE L SANTOS
Doc No. 46		NOTARY PUBLIC
Page No. 9		for Angeno, Binangenan & Cardena
Book No. 4		at in the PROVINCE OF R ZAL Nextended unit Jone 30, 2022
Series 20 22		(by virtue of B.M. 3795, September 28, 2021
		Adm. Matter 19-005
		Roll of Attorneys No. 69250
		PTR No. 17132074 / January 3, 2022 / Rize



NOTICE TO PROCEED

02 March, 2022

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

Dear Mr. Obiadas

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBLADAS CONSTRUCTION CORP.—that work may proceed on the
Improvement of Ynares Multi-Purpose Building, Brgg. Pag-Asa, Binanganan, Rizat
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

0-4-20>>

LAURO A. UBIADAS

CONTRACT AGREEMENT (

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7160, with scar 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, REBECCA A. YNARES, herein referred to as the PROVINCE; and

orga	ized and existing under the laws of the Republic of the Philippines, with principal place of business
Ртор	office address at <u>Binargonan</u> , Rizel , and herein represented by interest of President/General Manager, <u>LAURO M. UBLADAS</u> , of legal age, Filiping, single/married, resident of <u>Binargonan</u> , Rizel , hereinafter referred to as the
	TRACTOR, WITNESSETH, That,
ритеа	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in an of the Sangguntang Panlalawagan Ordinance No. 37, s. 2021 namely: Improvement of Yneres Hilti-Puzpose Building, Drgy. Pag-Ass, Binengonen, Rizal
Bid	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent in a public bidding held last 27 January 2022, has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the

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

following standards set forth in the bid documents, approved plans, program of works and specification in

(P 395, 279, 38), Philippine Currency.

consideration of the amount of Three Hundred Ninety-Five Thousand Two Hundred

- 1. The whole works subject matter of this Agreement shall be completed within Fifty (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. 37, s. 2021
 - Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule

Seventy-Nine Pesos & 38/100

- f. Request for Expression of Interest
- Bidding Documents including all the documents/statements contained is 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 paymen to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverages 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 Ninety-Five Thousand Two Hundred Seventy-Nine Pesos 4 38/100

 (P 395, 279, 38), 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 Hundred Eighteen Thousand Five Hundred

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

- 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;
- 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 $\sqrt{}$ Agreement, without prejudice, however to any annual agreement of the parties hereto to agree in writing T to resort to other alternative modes of disputes resolution.

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

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

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

KIT UHLADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation

By:

lacil LAURO H. UBIADAS

Proprietor/Manager/President

REBECCA A. VNARES

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLIVA B) DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Angesto, Ching abersonally appeared the following

Place Name/Entity Valid ID Presented Date HON, REBECCA A. YNARES Passport No P8239281A August 5, 2028 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 processorat

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 herenf, refers to the Agreement for:

Improvement of Ynames Multi-Purpose Building, Brgy. Pag-Asa, Sinangonen, Sizel/

WITNESS MY HAND AND SEAL this Min of anday of Antipolo City.

Doc No. Page No Book No. Series 20 22

at Rizh 9000 ment dapitol, ATTY ANNA MARIE L. SANTOS NOTARY PUBLIC

for Angona, Binangonan & Cardona encome provide OF RIZAL Extended until June 30, 2022

(by vidue of B 44, 3795, September 28, 2021)

Adm. Matter 19-006 Roll of Attorneys No. 69250

PTR No. 17122074 (January 3, 2022 / Rizo) 32.16



NOTICE TO PROCEED

03 March, 2022

MR. LAURO A. EBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the Improvement/Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Ginnong Sanay, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor 🖅 –

I acknowledge receipt of this Notice on:

3.4.3.3

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A. UBIADAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with sear of government at the Rizal Provincial Capitol,

Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by
ts GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
KIT UBLADAS CONSTRUCTION CORPORATION a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binangonan, Rizel</u> , and herein represented by its
Proprietor/President/General Manager, LAURO M. DRIADAS of legal age, Filipino
citizen, single/married, resident of Binangonen, Rizal , heremafter referred to as the
CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Songguniang Panlalawigan Ordinance No. 37, 9, 2021 namely: Increvement/Repair/Repainting of Ynames No. 111-Respose Covered Court at
begy. Cinoong Samey, Binengopen, Rizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
Bid in a public hidding held last 27 January 2022 has accepted and binds itself to undertake
the construction and completion of the above said infrastructure works strictly in accordance with the
the compression and completion of the spoke and united actual works within in secondaries with me
following standards set forth in the bid documents, approved plans, program of works and specification in

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

(P 1.671.504.88). Philippine Currency.

- 1. The whole works subject matter of this Agreement shall be completed within (_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. 37, e. 2021
 - Cartificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - Construction Schedule

Humilton Four Pesos & 88/100

- Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning. bidder/s two (2) bidding envelopes
- Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the lanet 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 Six Hundred Seventy-One Thousand Five hundred Four Peros # (P_1,671,504.88), Philippine Currency, is consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;





- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five thindred One Thousand Four Hundred (P 501, 451, 46

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 resemd or terminate the contract, without prejudice to other courses of uction and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workroen's health and safety, workmen's welfare compensation for injuries, minimum wages, bours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied to 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 civit 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.

KIT USIADAS GURSTRUCTICA CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By: Lan

LAURC H. USLADAS

Proprietor/Manager/President

By:

REBECCA A. YNARES

WITNESSES

LOLITAZE. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

LAURC N. UBIADAS

TIN FO. 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/Repeir/Repeinting of Youres Multi-Purpose Covered Court at pray. Gincong Samey, Binangonan, Hizel

WITNESS MY HAND AND SEAL this 12 2 and ay of Antipolo City.

Page No 8 Book No. 4 Sories 20 23 ATTY. ANNA MARIE L. SANTOS

NOTARY PUBLIC for Angent, Bittangerian & Cardona Notary Public June 30, 2022 Extended unit June 30, 2022

(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006

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



NOTICE TO PROCEED

02 March, 2023

MR. CEARENCE C. CACHO ANROL CONSTRUCTION Sampaloe Manila

Dear Mr. Cacho:

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

ANROL CONSTRUCTION—that work may proceed on the

Concreting of Road Shoulders at Darangan-Binanganan-Antipolo-Angono-Road

(Eastridge), Binanganan-Antipolo-Angono, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARE!

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

1.3 (P.) 3 3 1 .

CLARENCE C. CACHO

CONTRACT AGREEMENT &

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	VERNOR, H	DIN. REDEALLA A	, , , , , , , , , , , , , , , , , , , ,	and resorted to ex		
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rganiz	ed and existin	g under the laws o			, with principal place	
	office addres		resig City	, and	horem represented	by i
roprie	ntor/President/0	General Manager,	CLAREN	CE CACHO	herein represented of legal age	, Filipin
		ed, resident of	Pasig City	y	hereinafter referred	to as th
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29	one coting p	F Road Showline	rs at Became	en@Minennand	m-Ambirolo-Angono	-Rose)
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C3165	that of not be broken in the	WALLY FIGHT FOR	tos & 66/100	@ 32, 311.	128.66), Philippine	Currency
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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 Millton Six Hundred Ninety-Three Thousand Three Hundred Thirty-Eight Perce 6 60/100 (P 9,693,338.60)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 3. 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 restriction shall be applicable in the implementation of this Agreement;

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

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

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

Tout (o.enecone)

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Bv:

Proprietor/Manager/President

By:

REBECCA A. YNARES

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOGRAPIO, RIZZE

) S.S.

BEFORE ME, a Notary Public for said in Antipule Criz aersonally appeared the following

Name/Entity

Valid ID Presented

Date Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028 Manile

CLASSIFICE CACED

TIN NO. 151-542-125

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

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

Concreting of Road Shoulders at Darangan-Binangonan-Antipolo-Angono-Road (Fastricge), Ginangonan-Antipolo-Angono, Rizal

WITNESS MY HAND AND SEAL this MAR 02 222y of _Antipolo City.

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Page No. 9
Book No. 4
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ATTY ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Arrapso, Binargonan & Cardaba
all in the PROVINCE OF RIZAL
Extended until June 30, 2022
(by virtue of B.M. 3785, September 26, 2007)
Adm. Matter 19-006

Agm. Matter 19-906 Roll of Attorneys No. 59250 http://doi.org/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/10.1007/



NOTICE TO PROCEED

02 March, 2022

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

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONSTRUCTION & TRADING—that work may proceed on the Concreting of Road with Drainage Canal at Nampaloe Cpd. Sitio Victoria, Brgy. Pag-Asa. Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor A. TNARES

I acknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder.

A Christian

LAURA L. MARRON

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under th		f the Philippines,	with principal place of	business
and office address at	Binenconen, R	izel and	herein represented	by its
Proprietor/President/General N				
citizen, single/married, reside				
CONTRACTOR, WITNESSE				
	,			
WHEREAS, the PROM	VINCE declares that cert	ain infrastructure	works should be const	rucred in

Concreting of Road with Drainage Canal at Sampaloc Compound, Sitie Victoria, 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 27 January 2022 ____ bas 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 One Hundred Fifty-Two Thousand One Hundred Fifty-Six Pesos & 83/100 (P 3,152,156.83), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby egree 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, Genetal and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 37, s. 2021
 - Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule.
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Security
 - Addenda and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- 2. In consideration of the paymen 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 PROVENCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million One Hundred Fifty-Two Thousand One Hundred Fifty-Six Pesos & 83/100 (P 3,152,156.83), Philippine Currency, to 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 Forty-Five Thousand Six Hundred Forty-Seven Pesos 6 05/100 (P 945,647.05

Philippine Currency, as a measure of guarantee for the faithful coropliance 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 bis 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 competisatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk to 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 thereout.
- 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 of the resort to other alternative modes of disputes resolution.

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

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

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place

HON. REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila

LAURA L. MARRON TIN NO. 236-059-376

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

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

Concreting of Road with Dreinage Canal at Sampaloc Compound, Sitio Victoria, Brgy. Pag-Ase, Binengonen, Rizal

	MAR 02 2022
WITNESS MY HAND AND S	At this usy of at Rigal Proxincial Capitol,
Antipole City	Aligorio, Rizal
	AFTY ANNA MARIE L. SANTOS
Doc No23	NOTARY PUBLIC
Page No	for Angono, Binangonan & Cardona
Book No. M	al NOTE AND VIRGIS OF RIZAL
Series 20_22.	Extended until June 30, 2022
	(by virtue of B.M. 3795, September 28, 2021)
	Adm Matter 19-006
	Roll of Attorneys No 69250
	PTR No. 17132074 / January 3, 2022 / R.zal



NOTICE TO PROCEED

02 March, 2022

MR. LAURO A. 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 S. Ulang St., Brgy. Tatala, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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,

Lacknowledge receipt of this Notice on:

5 . (J. 25 ; "t

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A. UBIADAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing and office address	at Bins	ngonan, Rizal	, and	herein re	epresented	by its
Proprietor/President/Citizen, single/marrie	eneral Manager,	LAURO M.	UBIADAS	of	legal age,	Filipino
CONTRACTOR. WI			281	neremarter	Letelled 10	я, шс
	he PROVINCE de	clares that certain	infrastructur 37, s. 20	e works sho 121	uld be constru	
Concreting	of S. Ulang St	t., 6rgy. Teta	la, Binenç	go nam, Riz	el	

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 27 January 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Four Hundred Ninety-One Thousand Two—Hundred Twenty-One Pesos & 73/100 (P 1, 491, 221, 73), 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 Elghty (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. 37, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - 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 coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3 The PROVINCE hereby covenants to	pay the CONTRACTOR the amount of PESOS		
One Million Four Hundred Ninety-One			
Pesos & 73/100	(P 1,491,221,73), Philippine		
Currency. to consideration of the construction and only upon completion of the infrastructure works			
unitess otherwise agreed by the parties, subject of this	s Agreement as a contract price at the tune 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_Four Hundred Forty-Seven Thousand Three Hundred Sixty-Six Pesos & 52/100 (P_447,366.52)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this

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 afternative 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 Min 02 day of _____ at Antipole City.

KIT UNIADAS CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Bv:

LAURO M. UBIADAS

Proprietor/Manager/President

By:

REBECCA A. YNARES

WITNESSES

LOLITA D. DE GOZMAN

MA, VICTORIA B, TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passoort No. P8239281A

August 5, 2028

Manila

LAURCHA UELADAS

XXx 800 008-410-689

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:

Concreting of S. Ulang St., Ergy. Tatala, Rinangoman, Rizal

of RADOROGINEAL Spitol,

Doe No. 34
Page No. 8
Book No. 4

Series 20 22

NOTARY PUBLIC for Angono, Binangonan & Cardona and the ROURDE OF RIZAL Extended until June 30, 2022

(by writte of 6.M, 3795, September 28, 2021) Adm. Matter 19-006

Roll of Altomeys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizer



NOTICE TO PROCEED

02 March, 2022

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Improvement / Concreting of Road with Drainage Canal at Sitio Villamayor (Diaz Compound), Rrgy. Pag-Aso, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

3 de 2005

Authorized Signature:

Name of the Representative of the Bidder.

OLIVER OF AGRINO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

Circ	ting under Republic Act No. 7160, with seat of government at the Rizal Provuscial Capitol, camferential Road curner P. Oliveres St., Brgy, San Roque, Antipolo City, represented in this act by COVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
and Pro- citi:	office address at Binangonan, Rizal and herein represented by its principal Manager. OLIVER AQUINO of legal age, Filipino zen, single/married, resident of Binangonan, Rizal hereinafter referred to as the NTRACTOR. WITNESSETH, That,
pur	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in suant of the Sangguntang Pandalawigan Ordinance No
	Suprovewent/Concreting or Foat with Dreinage Quad of Sitio Villamayor (Diaz Compound), Brgy. ragwass, Minangonan, Rival
Bid the follows	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive in a public bidding held last 27 January 2022 thas accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the lowing standards set forth in the bid documents, approved plans, program of works and specification in saidcration of the amount of One Fillion Five Hundred Seventeen Thousand Eight and Pifty-Five Pesos 8 41/100 (P 1.517, 855, 41), Philippine Corrency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto reby agree as follows:
Co 20	1. The whole works subject matter of this Agreement shall be completed within fighty (alendar days, in accordance with the provisions of the Bid extract, Approved Plans, Program of Works and Specifications, General and Special Conditions of otract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 16 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith discorporated herein by way of reference, namely:
	a. SP Ordinance No. 37, 3. 2021 b. Cartificate of Availability of Funds Second/Program of IVest and Desired Carington
	c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest
	g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes b. Bid Security



- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the paymen 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;

- 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 Fifty-Five Thousand Three Hundred Fifty-Six Pesos & 62/100

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

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

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

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

8

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

Withour prejudice to administrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil fiability 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. GLIVER ACUING CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNARES Governor Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (S.S.) BEFORE ME, a Notary Public for and in Antipolo City personally appeared the following Name/Entity Valid ID Presented Date Place August 5, 2028 HON, REBECCA A, YNARES Passport No. P8239281A Manila CLIVER AUGINO 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.

Improvement/Concreting of Road with Drainage Canal at Sitio Villamayor

(Diez Commound), Brgy. Pag-Asa, Binangenam, Rizal

WITNESS MY HAN	D AND SEAL this day of	at Riza Producial Capitol,
Antipolo City		
Doc Nu 5		ATTY: ANNA MARIE L. SANTOS
Page No		MOTARCH PUBLISHED NAME & Cardona
Series 20_33_		all in the PROV-NCE OF RIZAL Extended until June 32, 2022
		(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006
		Rett of Altomeys No. 69250
		PYR No. 17132074 / January 3, 2022 / Rizzi



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. LAURO A. UBIADAS KET UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadasi

The attached Contract Agreement having been approved, notice is hereby given to KIT UBLADAN CONSTRUCTION CORP. that work may proceed on the Construction of Drainage Canal at Picones St., Brgy. Macamot, Bluangonan. Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3 ナアル

DATE NO A. COLLONS

CONTRACT AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVENCIAL 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 to this act by its GOVERNOR, HON, RESECCA A. YNARES, herein referred to as the PROVINCE; and

organized and existing under the laws of the Republic of the Philipp and office address at Binangonan, Rizal : Proprietor/President/General Manager, LAURO M. UBIADAS citizen, single/married, resident of Binangonan, Rizal	sines, with principal place of business and berein represented by its
citizen, single/married, resident of Binengonen, Rizel CONTRACTOR, WITNESSETH, That,	, hereinafter referred to as the
WHEREAS, the PROVINCE declares that certain infrastru- pursuant of the Sangganiang Panialawigan Ordinance No. 37, 8.	
Construction of Oreinage Canal at Picones St., Rizel	

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

consideration of the amount of Four Million Four Hundred Forty-Nine Thousand Seven

(P 4, 449, 704, 30), Philippine Currency.

- 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 Balletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 37, 8, 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule

Tankires Four Pesos 4 30/100

- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity diereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the later hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the	CONTRACTOR the amount of PESOS
Four Million Four Hundred Forty-Nine Thousand30/100	(P 4,449,704,30), Philippine
Currency, to consideration of the construction and only upounless otherwise agreed by the parties, subject of this Agreem	on completion of the infrastructure works
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; (O
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Three Hundred Thirty-Four Thousand Nine Hundred Elevenn Pesos & 29/100 (P 1, 334, 911.29)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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;
- b) this words and expressions shall have the same meanings as respectively assigned to them
 in the conditions of the contract hereinafter retired 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 sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages. and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

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

KIT UPIADAS CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

LAURO M. UBIADAS

Proprietor/Manager/President

By:

WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON. REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

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, rofers to the Agreement for.

Construction of Drainage Canal at Picones St., Royy, Mecanot, Minergowen, Mizel

WITNESS MY HAND AND SEAL this MAR 02 2007 of _

Antipolo City.

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

NOTARY PUBLIC for Argono, Binangonan & Cardona

all in the BROWN DE BEIGIZAL Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-006 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022.

MR. SIDNEY, B. SORIANO S.B. SORIANO CONSTRUCTION Morong, Rizal

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION that work may proceed on the Repair/Repainting of 2-Storey Ynares Multi-Purpose Bidg. (Brgy. Hall) at Brgy. Nan Juan, Raras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Hidder:

SIDNEY, B. SORIANO

CONTRACT AGREEMENT //

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The state of the s	
The PROVINCIAL GOVERNMENT OF RIZAS, a local government unit, duly organized and existing under Republic Act No. 7160, with seal of government at the Rizal Provincial Capitol	١,
Circumferential Road comer P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and	ř
5. B. SORIANO CONSTRUCTION , a sole proprietorship/private corporation, dub	y
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong Rizel and herein represented by the Proprietor/President/General Manager, SIDNEY SORIANO of legal age, Filiping citizen, single/married, resident of Morong Rizel hereinafter referred to as the CONTRACTOR. WITNESSETH, That,	5
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawagan Ordinance No. 37, s. 2021	B
Repair/Repainting of 2-storey Yneres Multi-Purpose Bldg. (Brgy. Hell) at Brgy. San Juan, 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 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of	2 2 0
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties beret	
hereby agree as follows:	
1. The whole works subject matter of this Agreement shall be completed within Fifty (50) calendar days, in accordance with the provisions of the Bi 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	d of ie
and incorporated herein by way of reference, namely:	
a. SP Ordinance No. 37, 8. 2021	
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate	
d. Plans and Specifications	
e. Construction Schedule	
f. Request for Expression of Interest	
8 Bidding Documents including all the documents/statements contained in the winning	
bidder/s rwo (2) bidding envelopes	
h. Bid Security i. Addends and Supplemental Sulfetin	
. A second and sub-business sometimes	

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

this Agreement in conformity with the province of the Contract;

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

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

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

Three Hundred Thirty-Five Thousand Five Hundred Twenty-One Pesos & 39/100
(P_335,521.39___), Philip

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

Currency, to 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

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Thousand Six Hundred Fifty-Six Pages & 42/100 (P_100,656,42)

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 hercunto signed this Agreement this 12 22 day of at Antipolo City.

By:

By:

SIBNEY SORIAND

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES

Governor

WITNESSES

MA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place
HON. REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila
SIDNEY SORIANO TIN NO. 233-687-269

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 set 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

Repeir/Repainting of 2-storey Yneres Multi-Purpose Bldg. (Brgy. Hell) at Brov. Sen Juan. Bares. Rizal

	Par 62 6222	
WITNESS MY HAND	AND SEAL thisday of	# 16189 QPIO y i Rical Capitol
Antipolo City. Doe No. 23 Page No. 3 Book No. 4 Series 20 22	(by with	NOTARY PUBLIC Angong, Binangonan & Cardona M in the PROVINCE OF RIZAL Extended until June 30, 2022 e of 8.M. 3795, September 28, 2021) Adm. Maller 19-006 Roll of Attorneys No. 69250
	PTR NO	Roll of Attorneys No. 69250 o. 17132074 / January 3, 2022 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

02 March, 2022

MS. MA. PERLA C. TABLANTE
PEARLCAST CONSTRUCTION AND TRADING
Quezon City

Dear MS, Tablante,

The attached Contract Agreement having been approved, notice is hereby given to PEARLCAST CONSTRUCTION AND TRADING that work may proceed on the Convreting of Bayani Fererra Road, Sido Inalsan, Brge. San Jose, Haras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor States

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bigkler.

01/27/2022 # 12

CONTRACT AGREEMENT 17

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL COVERNMENT OF RIZAL, a local government unit, duly organized an existing under Republic Act No. 7160, with sear of government at the Rizal Provincial Capito Circumferential Road corner P. Olivoros St., Brgy, San Roque, Antipolo City, represented in this act b its GOVERNOR, HON. REBECCA A. YNARIES, herein referred to as the PROVINCE; and
PEARLCAST CONSTRUCTION AND TRADING a sole proprietorship/private corporation, duli organized and existing under the laws of the Republic of the Philippines, with priacipal place of business
and office address at Quezon City , and herein represented by it
Proprietor/President/General Manager, PERLA TABLANTE of legal age, Filipin
Proprietor/President/General Manager, PERLA TABLANTE of legal age, Pilipin citizen, single/married, resident of Quezon City, hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed it pursuant of the Sangguniang Panlalawigan Ordinance No 37, s. 2021 namely: Concreting of Beyoni Fererra Road, Sitio Inalega, Brgy. San Jose, Bares, 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 27 January 2022, has accepted and binds itself to undertake 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

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

consideration of the amount of Five Million Eight Hundred Ninety-Five Thousand One

(P 5, 895, 190.15), Philippine Currency.

- 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. 37, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications

Hundred Ninety Pesos & 15/100

- e. Construction Schedule
- f. Request for Expression of Interest
- 8. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the psythem to be made by the PROVINCE to the CONTRACTOR, the larger hereby covenants with the PROVINCE to construct and complete the infrastrumure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Five Million Eight Hundred Ninety-Five Thousand One Hundred Ninety Pesos 4

 15/100 (P 5,895,190.15), Philippine Currency, is 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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ANTHATA

- 4. The CONTRACTOR warrants that be has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Seven Hundred Sixty-Fight Thousand Five Hundred Fifty-Seven Pesos & 05/100

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 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 12to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the	parties have hereunto si ipolo City.	igned this Agreement this	dasy of
Millerte	ipolo City.		
PEARLCAST CONSTRUCTION AND TRAD	ING RIZAL	PROVINCIAL GOVERN	NMENT
Entity/Firm/Corporation			
By: Mysselft	By.	6	
PERLA TABLANTE		REBECCA A. YNARE	S
Proprietor/Manager/President		Governor 🥦	
ber	WITNESSES	18	
LOLITA B DE GUZMAN		MA. VICTORIA B. T	EJADA
/			
NOTA	ARIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIANGONO, Rizal) S.S.			
BEFORE ME, a Notary Public	for and in Angippelo City	personally appeared the	fallowing
Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Marila
PERLA TABLANTE	TIN NO. 301-920-43	28	
All known to me and to me know acknowledgment that the same is their f	on to be the same person/	s who executed the foregoind as well as the entity that	ig instrument an they respectivel

nd ŀУ 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, rofers to the Agreement for:

Concreting of Beyoni Fererre Road, Mitio Inalson, Brgy. Sen Jose, Baras, Mizal

WITNESS MY HAND AND SEAL this day of	et Rizal Previncial Capitol,
Antipolo City.	and and
	ATTY, ANNA MARIE L. SANTOS
Doc No 48	NOTARY PUBLIC
Page No. 11	
Book No. 4	for Angono, Binangonan & Cardona NOTARY RUPACTINCE OF RIZAL
Series 20_2	Extended entil June 30, 2022
	(by virtue of B.M. 3795, September 28, 2021)
	Adm. Matter 19-005
	Pell of abornage Na. C0360



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. VICTORIANO L. ADA THREE W BUILDERS, INC Las Piñas City

Dear Mr. Ada:

The attached Contract Agreement having been approved, notice is hereby given to THREE W BUILDERS, INC. that work may proceed on the

Const. of Stone Masonry for Side Protection of creek at NIA Road, Regs. Evangelista, Raras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor Governor

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder

VICTORIANO L. ADA

CONTRACT AGREEMENT | 2,

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito Circonferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act b its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
THREE W BUILDERS, INC. a sole proprietorship/private corporation, dult organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Las Pines, City, and become represented by it Proprietor/President/General Manager, VICTORIANO ADA of legal age, Filipin citizen, single/married, resident of Las Pines, 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 Panialawagan Ordinance No. 37, v. 2021 namely:
Construction of Stone Mesonry for Side Protection of Creek at MIA Road, Brgy. Evengelists, Beres, Fizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent to undertake the above said infrastructure works, has been declared as the Lawest Calculated Responsive Bid in a public bidding held last 27 January 2022 this 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 consideration of the amount of Thirty-One Million Eight Hundred Thousand Three Hundred Nineteen Pesos & 85/100 (P.31, 800, 319, 85.), Philippine Carrency
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 Two Handred Forty (240) calendar days, in accordance with the provisions of the B. Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated berein by way of reference, namely:

- a. SP Ordingnee No. 37, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- Construction Schedule
- f. Request for Expression of Interest
- Bidding Documents including all the documents/statements contained is the wirming bidder/s two (2) bidding envelopes
- Bid Security
- Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- to 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 coverants to pay the CONTRACTOR the amount of PESOS

 Thirty-One Million Eight Hundred Thousand Three Hundred Nineteen Pesos 4

 85/100 (P.31,800,319,85), Philippine
 Currency, is 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 an 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;

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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 Nine Million Five Hundred Forty Thousand

Ninety-Five Pesos 6 96/100 (P 9,540,095,96)

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

- 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;

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

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

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

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

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

15. Any and all disputes arising from the implementation of this 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 MAD 1 day of at Autipolo City. THREE W BUILDERS, INC. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: REBECCA A. YNARES Proprietor/Manager/President Governor WITNESSES DE GUZMAN NOTARIAL ACKNOWLEDGMENT

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

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

Place Valid ID Presented Date Name/Entity HON. REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila VICTORIANO ADA TIN NO. 414-753-000

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 heronf, refers to the Agreement for.

Construction of Stone Masonry for Side Protection of Creek at NIA Road, Brgy. Evengelista, Beras, Rizel

WITNESS MY HAND AND SEAL this 1110 62 day of	Angono Rizal at Rizal Provincial Capitol,
Antipole City	
Doe No. 44	ATTY ANNA MARIE L. SANTOS
Page No. 16	NOTARY PUBLIC
Book No. 4	of Angone Ripangonan & Cardona
Series 20_22	Extended until Jone 30, 2022
	(by virtue of B.M. 3795, September 15, 2021)
	Adm. Matter 19-005 Roll of Altorneys No. 59250
	PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

02 March, 2022

MS. BEVERLY S. MATEO M J BEVANT CORPORATION Morong, Rizal

Dear Ms. Matco:

The attached Contract Agreement having been approved, notice is hereby given to
M.J BEVANT CORPORATION—that work may proceed on the
Rehabilitation / Construction of Stone Masonry for Side Protection (portion)
of Baras River along Brgy. San Juan and Brgy. San Jose, Baras. Rical
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor ANARES

Lacknowledge receipt of this Notice on

Authorized Signature
Name of the Representative of the Bidder.

101-

CONTRACT AGREEMENT IC

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

organized and existing under the laws of the R	epublic of the Philippines, with principal place of business
Proprietor/President/General Manager, citizen, single/married, resident of McCONTRACTOR, WITNESSETH, That,	MARIO MATEO of legal age, Filipino orong, Rizal hereinafter referred to as the
WHEREAS, the PROVINCE declares pursuant of the Sangguntang Paniolawigan Or	that certain infrastructure works should be constructed in dinance No. 37, 8, 2021 namely:
Rebabilitation/Construction of Baras River along Brgy. San	f Stone Masoury for Side Protection (portion, Juan and Brgy. San Jose, Baras, Rizal
WHEREAS, the CONTRACTOR, wa	granting that it has the financial and, technical competence
to undertake the above said infrastructure wor. Bid in a public bidding held last 27 January	try 2022 has accepted and binds itself to undertake
Bid in a public bidding held last 27 January the construction and completion of the above following standards set forth in the bid docume experimental of the amount of Eleven 1	ery 2022 this accepted and binds itself to undertake e said infrastructure works strictly in accordance with the ents, approved plans, program of works and specification in fillion Three-Hundred Ninety-Four Thousand
Bid in a public bidding held last 27 January the construction and completion of the above following standards set forth in the bid docume experimental of the amount of Eleven 1	e said infrastructure works strictly in accordance with the
Bid in a public bidding held last 27 January the construction and completion of the above following standards set forth in the bid docume consideration of the amount of Eleven 1 Eleven Pesos 5 40/100 NOW, THEREFORE, for and in so hereby agree as follows:	e said infrastructure works strictly in accordance with the ents, approved plans, program of works and specification in the Hundred Minety-Four Thousand (P 11,394,011.40), Philippine Currency.
Bid in a public bidding held last 27 January the construction and completion of the above following standards set forth in the bid docum consideration of the amount of Eleven 1 Eleven Pesos 5 40/100 NOW, THEREFORE, for and in conhereby agree as follows: 1. The whole works subject management of the above the works are the	t said infrastructure works strictly in accordance with the ents, approved plans, program of works and specification in the ents, approved plans, program of works and specification in the ents of the foregoing premises, the parties hereto after of this Agreement shall be completed within lendar days, in accordance with the provisions of the Bid
Bid in a public bidding held last 27 January the construction and completion of the above following standards set forth in the bid docum consideration of the amount of Eleven 1 Eleven	e said infrastructure works strictly in accordance with the ents, approved plans, program of works and specification in the Hundred Minety-Four Thousand (P 11,394,011.40), Philippine Currency.

- a. SP Ordinance No. 37, s. 2021
- 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 is the winning bidder/s two (2) bidding envelopes
- h. Bid Socurity
- Addenda and Supplemental Bulletin
- Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laner hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eleven Million Three Hundred Ninety-Four Thousand Eleven Pesos & 40/100

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;

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;

 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS_Three Million Four Hundred Eighteen Thousand (P3,418,203.42 Two Hundred Three Pesos & 42/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with

the Bidding Documents;

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

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

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

"All contracts executed in accordance with the Act and this 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 PROVENCE 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 sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 11 and 12 day of at Antipolo City. REZAL PROVINCIAL GOVERNMENT M.J. BEVANT COMPORATION Entity/Firm/Corporation By: By: REBECCA A. YNARES MARTO Proprietor/Manager/President Governor 🇖 WITNESSES

LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO (ATGONO, RIZZI) S.S. 18.8.

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

Place Name/Entity Valid ID Presented Date HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila

MARIO MATEO 007-352-154

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:

Rehabilitation/Construction of Stone Masonry for Side Protection (portion) of Beres River slong Brgy. Sen Juan and Brgy. Sen Jose, Baras, Rizal

WITNESS MY HAND AND SEAL this Hand CZ COMy of _	at Resal Provincial Capitol,
Antipolo City	ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC
Page No 9 Book No. 4	for Angono, Binangonan & Cardona all in the PROYPICE OF R ZAL Extended until June 30, 2022
Series 20_22.	(by winde of B.M. 3795, Soptember 28, 2021) Adm. f/atter 19-006
	Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizat



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. LAURO A. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan. Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBLADAS CONSTRUCTION CORP.—that work may proceed on the
Construction/Provision of Wash Facilities (Worer, Sanitation & Hyglene)
at Village East Executive Homes, Sto. Domingo, Cainta, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor The Gover

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3-4-2-22

01/27/2022 # 15

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

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

KIT UBIADAS CONSTRUCTION COR	30.440.0300	
organized and existing under the laws of the	he Republic of the Philippines	with principal place of business berein represented by its
Proprietor/President/General Manager, citizen, single/married, resident of	Binengonen, Rizel ,	hereinafter referred to as the
WHEREAS, the PROVINCE deciparsuant of the Sangguntang Panialanaga,	lares that certain infrastructure (Ordinance No. 37, 9, 2	e works should be constructed in 021 namely:
Construction/Provision of	Wash Facilities (Water	, Senitation # Hygiene) a

Construction/Provision of Wash Facilities (Water, Sanitation # Hygiene) at Village East Executive Homes. Sto. Domingo, Cainta, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022 bas 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 Nine Hundred Seventy-Seven Thousand Two Hundred Fifty-Seven Pesos 6 96/100 (P 977, 257, 96), 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-Six (66) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 37, 8. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the land hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
Nine Hundred Seventy-Seven Thousand Two Hundred Fifty-Seven Pesos # 96/100
(P 977, 257.96), 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 Two Hundred Ninety-Three Thousand One Hundred Seventy-Seven Pesos & 39/100 (P293,177.39

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

- 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 restinction shall be applicable in the implementation of this Agreement;

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter 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, bowever to say mutual agreement of the parties hereto to agree in writing to reson to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 1. 2 2 2 2 2 of at Antipolo City. KIT UBIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO AHgono, Rizal) S.S. BEFORE ME, a Notary Public for and in storing of City personally appeared the following Valid ID Presented Date Name/Entity Place HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manile 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

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/Provision of Useh Facilities (Water, Savitation & Busiana) at

Willage East Executive Home		Rizel
WITNESS MY HAND AND S	EAL this MAR 52 2222 of	at Athgro Repvincial Capitol,
Antipolo City.	AT	TY ANNA MARIE L. SANTOS
Page No. 8	for	NOTARY PUBLIC Angono, Binangonan & Cardona
Book No. 4 Series 20 22		all in NO FARVIRUBIOE RIZAL Extended until June 30, 2022
	(by virti	ue of B.M. 3795, September 28, 2021) Adm. Matter 19-006
	PTRN	Roll of Attorneys No. 69250 lo. 17132074 / January 3, 2022 / Rize'



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. CECH. P. FRANCISCO CPF CONSTRUCTION Cardona, Rizal

Dear Mr. Francisco:

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

Repair/Repainting of Ynares Multi-Purpose Covered Court, Brgy. Sampad, Cordona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

MR. CECIL P. FRANCISCO

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 comes P. Oliveres St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
C.P.F. CONSTRUCTION a sole proprietership/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Cordone, Right, and herein represented by its Proprietor/President/General Manager, CECIL FRANCISCO of legal age, Filipino citizen, single/married, resident of Cordone, Right, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggunuang Pantalawigan Ordinance No. 37, \$1, 2021 namely:
Repair/Repainting of Ymeree Muiti-Purpose Covered Court, Brgy. Sampad, Cardone, 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 27 January 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Sixty-Rine Thousand Seven Hundred Fifty-Three Pesos 4 08/100 (P 3,069,753.08), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing tremises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within hinety-Tvo (92) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 37, s. 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
d Plans and Specifications e. Construction Schedule

Jump .

- f. Request for Expression of Interest
- g. Bidding Documents beluding all the documents/statements contained is 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 Confirmity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the land hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- Three Million Sixty-Nine Thousand Seven Hundred Fifty-Three Pesos & 08/100

 (P 3,069,753.08), Philippine
 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Hundred Twenty Thousand Nine Hundred
Twenty-Five Pesos & 92/100 (P 920, 925, 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 berewith, in accordance with the Bidding Documents;

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

C. P. F. CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

REBECCA A. YNARES

Governor W

WITNESSES

LOLITAB. BE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CAFRONO, Rizat) S.S.

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

Name/Entity Valid ID Presented Date Place
HON. REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila
CECIL FRANCISCO TIN No. 124-335-980

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

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

Repair/Repainting of Ynares Multi-Purpose Covered Court, Brgy. Sampad, Cardona, Rizel

Rizel	
WITNESS MY HAND AND SEAL this 12 222 day of	, at Rieal Provincial Capitol,
Dac No. 41 Page No 10	ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC
Book No. 4 Series 20 22	for Appear Signification & Cardona all in the PROVINCE OF RiZAL Extended until June 30, 2022
	(by vinue of B.M. 3795, September 25, 2021) Adm. Matter 19,006
	Roll of Attentions No. 69250 1919: No. 17122074 (Lienusty 3, 2022 (Rizal)



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

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

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONSTRUCTION & TRADING—that work may proceed on the Construction of Roadway Lightings, Brgs, Lubo, Jaiajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor TWARES

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder

3 47cm

LAURA L. MARRON

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
LaL. MARRON CONSTRUCTION AND TRADENGLE proprietership/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 berein represented by its
Proprietor/President/General Manager, LAURA L. MARRON 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 Panlala+1gan Ordinance No. 37, * 2021 namely:
Construction of Roedway Lightings, Brgy. Lubo, Jelejele, 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 27 January 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Ninety-Four Thousand Eight Hundred Twenty Pesos & 78/100 (P 1,094,820,78), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within (60) calendar days, in accordance with the provisions of the Bid
Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of
Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the
2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 37, s. 2021
b. Certificate of Availability of Funds

- Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications.
- e. Construction Schedule
- Request for Expression of Interest
- Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- Bid Security
- Addenda and Supplemental Bulletin
- Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, 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 Ninety-Four Thousand Eight Hundred Twenty Pesos \$ 78/100

(P 1,094,820,78 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 be has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Twenty-Eight Thousand Four Hundred Forty-Six Pesos # 23/100 (P 328,446.23

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 (12.20) (2.22) at Antipolo City.

L.L. MARRON CONSTRUCTION AND TRADING

Entity/Firm/Corporation

By:

By.

RIZAL PROVINCIAL GOVERNMENT

Proprietor/Manager/President

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CATGORO, RIZZE) S.S.

BEFORE ME, a Notary Public for and in Anti-610 City Bersonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A, YNAKES

Passport No. P8239281A

August 5, 2028

Manila

at Rich 900000 Riz Sepitol,

LAURA L. MARRON

TIN NO. 236-059-376

All known to me and to me known to be the same person's who executed the foregoing enstrument 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 Roedway Lightings, Brgy Lubo, Jalajala, Rizel

MAR 07 2022 WITNESS MY HAND AND SEAL this Antipolo City.

ATTY ANNA MARIE L SANTOS **NOTARY PUBLIC**

for Angono, Binangonan & Cardora all in BEARDPAREICF R ZAL Extended until June 30, 2022

(by virtue of B.M. 3795, September 28, 2021) Adm. Malter 19:006

Rall of Attacheys No. 69250 PTR No. 17132374 / January 3, 2022 / Rizal

Doc No. Page No. Book No.

Series 20 22.



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

02 March, 2022

MR. DARRYL JEL 1. ROBLES DJ. ROBLES BUILDERS Morong, Rizal

Dear Mr. Robles.

The attached Contract Agreement having been approved, notice is hereby given to
DJI, ROBLES BUILDERS—that work may proceed on the
Const of WelcomeArc/Repair of Vinares School Ridg. at Brgy. 3rd District and Brgy. Sipsipin, Jalajaia, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor TNARES

Lacknowledge receipt of this Notice on:

4.702

Anthorized Signature:

Name of the Representative of the Bidder:

DARRYL JEL L. ROBLES

CONTRACT AGREEMENT IS

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. REBECCA A. YNARES, herein referred to as the PROVINCE, and
DJL ROBLES BUILDERS , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal and herein represented by its Proprietor/President/General Manager, DARRYL JEL 1. ROBLES of legal age, Filipino citizen, single/married, resident of Morong, Rizal hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggimtong Panlolawigan Ordinance No. 37, 8, 2021 namely.
Construction of Welcome Acc/Repair of Ynames School Building at Brgy. Brd District and Brgy. Sipsipin, Jelajela, Rizal
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Hillion Forty-Nime Thousand Str. Hundred Fifty-Four Pasos 3 34/100 (P1,049,654.34), 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 £ighty (80) calendar days, in accordance with the provisions of the Bio Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 37. s. 2021
b Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d Plans and Specifications
e. Construction Schedule 1. Request for Expression of Interest
A. INCOURSE FOR CAMPRESION OF Inferrest

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h. Bid Security

bidder/s two (2) bidding envelopes

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;

Bidding Documents including all the documents/statements contained is the winning.

3. The PROVINCE hereby covenants to pay the CONTRACIOR the amount of PESOS One Million Forty-Nine Thousand Six Hundred Fifty-Four Pesos & 34/100

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;

 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 Hundred Fourteen Thousand Eight Hundred Finety-Six Pesos & 30/100 (P_314,896,30)

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 Pidding 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.
- 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 hereinadier 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 ferfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______ day of at Antipole City. RIZAL PROVINCIAL GOVERNMENT (A)L ROULES BUILDERS Entity/Firm/Corporation By: By: Proprietor/Manager/President Governor WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

BEFORE MF, a Notary Public for and in AntipolorCity personally appeared the following

Valid ID Presented Date Place Name/Entity August 5, 2028 Passport No. P8239281A Manila HON, REHECCA A. YNARES DARRYL JEL L. ROBLES TIN NO. 275-917-817

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 présent.

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 overy page hereof, refers to the Agreement for:

Construction of Welcome Arc/Repeir of Ynares School Building at Brgy. Ard District and Brgy. Sipsipin, Jelajala, Rizal

WITNESS MY HAND AND SEAL this " " Gay of	at Rizni Provincial Capitol,
Antipolo City.	-
Doc No. 45	ATTY ANNA MARIE L. SANTOS NOTARY PUBLIC
Page No. 17	for Aggong, Biggersage & Camora
Book No. 4 Series 20 24.	for Angona Bingerages & Cardona all in the PROVINCE OF RIZAL
Desits It	Extended until June 30, 2022
	(by winue of a M. 3795, September 28, 2021) Adm. Matter 19-336



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. JOSELITO A. PILLAS JEDBPIL ENTERPRISES Jalajala, Rizal

Dear Mr. Pillas.

The attached Contract Agreement having been approved, notice is hereby given to JEDBPIL ENTERPRISES—that work may proceed on the Concreting of Road at Campo Street Purok & Brgy. Hayago, Jalojala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor Thankes

I acknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder:

JOSELIFO A PHILAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:



- Request for Expression of Interest
- Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- Bid Security
- Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- in consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the lance hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Seven Hundred Fifty-Five Thousand Eight Hundred Eighty-Two Pesos & 12/100 (P1,755,882,12 Currency, is consideration of the construction and only upon completion of the infrastructure works unless otherwise beneed by the parties, subject of this Agreement as a contract price at the time and in the memmer 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 Five Hundred Twenty-Six Thousand Seven Hundred Sixty-Four Pesos & 64/100 (P 526,764.64

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 Procutement 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 unotant 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 durages 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 fell 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 _____ eary of _____ at Antipolo City.

JEDOPIL ENTERPRISES

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

JOSEPHIO A PILLAS

Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CHYGONO, RIZZII) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

JOSELITO A. PILLAS

TIN NO. 904-910-601

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 Campo Street Purok 6 Brgy. Bayugo, Julajala, Rizal

WITNESS MY HAND AND SEAL this MR 0 1 202 day of _

Doc No S

Series 20 🔈

Page No 10 Book No. 4 at Right Browneld Capitol,

ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC for Angono, Binangonan & Cardona

Extended until June 30 2022

(by virtue of B.M. 3795; September 28, 2021) Adm. Malter 19-305 Roll of Atlameys No. 59253

PTR No. 17132074 / January 3, 2022 / Rizal (2P Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. GH. B. VILLONES
JILL CONSTRUCTION AND TRADING
Antipolo City

Dear Mr. Villones:

The attached Contract Agreement having been approved, notice is hereby given to
JHLL CONSTRUCTION AND TRADING—that work may proceed on the
Const. of 3 Scater Comfort Room at Ynares Multi-Purpose Covered Court, Brgv.San Jose, Morong, Rital
effective on the day you received this Notice to Proceed

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

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

Very truly yours

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3-4-7022

91/27/2022 ≠ 20

CONTRACT AGREEMENT 75

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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, REBECCA A., YNARES, herein referred to as the PROVINCE; and
JILL CONSTRUCTION AND TRADING, 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 Binangonen, Rizel, and herein represented by its Proprietor/President/General Manager, GIL VILLONES, of legal age, Filipino citizen, single/married, resident of Binangonen, Rizel, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Pontalawigan Ordinance No. 37, \$. 2021
Construction of 3-seater Comfort Room at Ynames Multi-Purpose Covered Court, Brgy. San Jose, Morong, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022 has accepted and binds itself to undertake

Peros \$ 34/100 (P 817, 207.34), Philippine Currency.

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

the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Eight Hundred Seventeen Thousand Tvo Hundred Seven

1. The whole works subject matter of this Agreement shall be completed within Fifty (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, 8, 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Pluns and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformate 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 Eight Hundred Seventeen Thousand Two Hundred Seven Pesos & 34/100

Currency, he 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;

16

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Forty-Five Thousand One Hundred (P.245,162,20 Sixty-Two Pesos & 20/100 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 scennity 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 20 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 12 2 2 day of at Antipolo City. JILL CONSTRUCTION AND TRADING RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Proprietor/Manager/President Governor WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHIL ANTIPOLO CITY OF THE PHIL

BEFORE ME, a Notary Public for and in Angineto Biggipersonally appeared the following

Date Place Name/Entity Valid ID Presented August 5, 2028 Manila HON, REBECCA A. YNARES Passport No. P8239281A 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

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

Construction of 3-seater Comfort Room at Ynames Multi-Purpose Covered Court, Brgy. Sen Jose, Morong, Rizel

WITNESS MY HAND AND SEAL this	Mild 0 2 2222 and Ridge Provincial Capito
Antipolo City.	Migorio, Rizaj
5 11 22	ATTY. ANNA MARIE L. SANTOS
Page No 8	NOTARY PUBLIC for Angono, Binangonan & Cardona
Book No. No.	All in OF PROVINCE OF RIZAL
Series 20 22	Extended until June 30, 2022
	(by virtue of 8.W. 3795, September 28, 2021)
	Adm. Matter 19-006



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. SIDNEY, B. SORIANO S.B. SORIANO CONSTRUCTION Morong, Rizat

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to **S.B. SORIANO CONSTRUCTION** that work may proceed on the

Construction of Evacuation Center at Market Road, Brgy, Bagumbayan, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor ANARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

SIDNEY. B. SORIANO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

existing under Republic Act No. 7160, with se	RIZAL, a local government unit, duly organized and at of government at the Rizal Provincial Capitol, San Roque, Antipolo City, represented in this act by
IS GOVERNOR, HON. REBECCA A. YNARES	
S.B. SORIANO CONSTRUCTION	a sole proprietorship/private corporation, duly

S.H. SORIANO CONSTRUCTION	a sole propriet	arship/private corporation, duly
organized and existing under the laws of the	Republic of the Philippines,	with principal place of business
and office address at Morong,	Rizel , and	berein represented by its
Proprietor/President/General Manager,	SIDNEY SORIANO	, of legal age, Filipino
citizen, single/married, resident of	Morong, Risel .	hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Pardalawigan Ordinance No. 37, 8. 2021.

Construction of Evecuation Center at Market Road, Brgy. Begumbeyen, Pillilla, 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 27 January 2022 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Fourteen Million Nine Hundred Twenty-Five Thousand Six Hundred Ninety-Seven Pesos & 25/100 (P 14, 925, 697.25), 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 Two Hundred Fifty (250) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 37, s. 2021
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - Construction Schedule
 - Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes
 - b. Bid Scourity
 - 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 Fourteen Million Nine Hundred Twenty-Five Thousand Six Hundred Ninety-Seven (P 14, 925, 697.25), Philippine Pesos & 25/100 Currency, is consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Million Four Hundred Seventy-Seven Thousand Seven Hundred Nine Pesos 5 18/100 (P4,477,709.18)

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 reson to other alternative modes of disputes resolution.

21

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 MAR 02 13day of at Antipolo City.

S.B. SORIANO CONSTRUCTION

Entity/Firm/Corporation

By:

By:

SIDNEY SORIANO

Proprietor/Manager/President

Governor

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIAB. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, RESECCA A, YNARGS

Passport No. P8239281A

August 5, 2028

Manila

SIDNEY SORIANO

TIN NO. 233-687-269

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 overy page hereof, refers to the Agreement for:

Construction of Evecuation Center at Market Road, Brgy. Begumbayan, Pililla, Rizal

WITNESS MY HAND AND SEAL this MIR 02 2009 of Antipolo City.

at Bland Brown Rial Capitol,

Doc No. 20 Page No. 2 Book No. 4 Sories 20 23

NOTARY PUBLIC for Angeron Binangangen & Cardon all in the PROVINCE OF RIZAL

ANNA MARIE L. SANTOS

Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021)



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORPORATION that work may proceed on the Construction of Roadway Lightings at Brgy. Bagumbayan and Brgy. Halayhayin, Pililla, Rizat effective on the day you received this Notice to Proceed

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder

01/27/2072 # 27

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

					etorship/private co	
and office Proprietor/S citizen, sin	e address a resident/Gener gle/married, r	Bineng al Manager, esident of _	PERNAND Binengonen	the Philippine and ARADA , Rizel	s, with principal p herein repres of legal hereinafter refe	enced by its large, Filipino erred to as the
W	ETOR. WIFNE EREAS, the F the Sanggunia	ROVINCE de		in infrastructu 10. 37, *. 2	re works should b 021	oe constructed in namely:
Cor	etruction o	E Roedway	Lightings ot	Brgy. Bagur	mbayan end Br į	py. Helsybsyin

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 27 Jenuary 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Eighteen Million Two flundred Ninety-Three Thousand Eight Bundred Sixty-Seven Fesos 5 94/100 (P 18, 293, 667, 94), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto

1. The whole works subject matter of this Agreement shall be completed within One Hundred Saxty (160) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, 8. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents recluding all the documents/statements contained it the winning bidder/s two (2) bidding envelopes
- b. Bid Security

hereby agree as follows:

- 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 Eighteen Million Two Hundred Minety-Three Thousand Eight Hundred Sixty-Seven

Pesos 6 94/100 (P 18,293,867.94), Philippine Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise bareed 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 screed upon by the Contractor:

W

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

 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Million Four Hundred Eighty-Eight

Thousand One Hundred Sixty Pesos & 38/100 (P 5,488,160.38)

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 restinuion shall be applicable in the implementation of this Agreement;

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, 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;
- 1). 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 12 22 22 day of at Antipolo City. FLAC CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Bv: ANDO ABADA REBECCA A. VNARES Proprietor/Manager/President Governor % WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CIPPGONO, RIZZII) S.S.) S.S.

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

Place Name/Entity Valid ID Presented Ostre HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Marille 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 wratten and has been signed by the parties hereto in each and overy page hereof, rafers to the Agreement for:

Construction of Roadway Lightings at Brgy. Begumbeyan and Brgy. Helsyheyin, Pillile, Rizel

WITNESS MY HAND AND SEAL this day of	at RAMB Provincial Capitol,
Antipolo City. Doc No. 38	ATTY. ANNA MARIE L. SANTOS NOTARY PUBLIC
Page No. 9 Book No. 4	for Angono, Binangonan & Cardona NAIRA BIN PROVINCE OF RIZAL
Series 20_22	Extended unlif June 30, 2022 (by virtue of 8.6/, 3795, September 28, 2021)
	Adm. Matter 19-005 Poll of Altomese No. 65250

PTR No. 17132074 / January 3, 2022 / Ross IBP Lifetime (#ember No. 016532 / Riza)



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. GR. B. VILLONES
JILL CONSTRUCTION AND TRADING
Antipolo City

Dear Mr. Villones.

The attached Contract Agreement having been approved, notice is hereby given to
JHLL CONSTRUCTION AND TRADING—that work may proceed on the
Concreting of Road (Portion) at Delos Santos Compound, Brgy, Malaya, Pililla, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

3.4.201

Authorized Signature:

Name of the Representative of the Bidder:

Lacknowledge receipt of this Notice on:

GILB. VIELONES

CONTRACT AGREEMENT 2.3

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	OF RIZAL, a local government unit, duly organized and
	seat of government at the Rizal Provincial Capitol,
Circumferential Road corner P. Oliveros St., Brg	gy. San Roque, Antipolo City, represented in this act by
IS GOVERNOR, HON, REBECCA A. YNARI	
10000000	
JULE CONSTRUCTION AND TRADING	a sole proprietorship/private corporation, duly
	public of the Philippines, with procipal place of business
Proprietor/President/General Manager,	CII. VILLONES of legal age, Filipino
citizen, single/married, resident of Binen;	gonen, Rizal hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,	
WHEREAS, the PROVINCE declares the	hat certain infrastructure works should be constructed in
parsuant of the Sangguniang Pandalassigan Credit	nance No _ 37, e. 2021 namely:
. ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Concreting of Road (portion) of	Delos Santos Compound, Brgy. Melsys,
Pilille, Rizel	The state of the s
TTARANG MANUA	
MAIRNEAS AL CONTRACTION	anting that it has the financial and, technical competence
WHEREAS, INC CONTRACTOR, WHITE	has been distant as the Lauren Colombial Proposition
	has been duclared as the Lowest Calculated Responsive
Bid in a public bidding held last 27 Januar	, has accepted and binds itself to undertake
the construction and completion of the above s	said infrastructure works strictly in accordance with the
following standards set forth in the bid document	ts, approved plans, program of works and specification in
consideration of the amount of Pive Hundry	ed Fifty Thousand One Hundred Nine Pesos
4 93/100	(P_550,109,93), Philippine Сителсу.
NOW, THEREFORE, for end in cons	sideration of the foregoing premises, the parties hereto
hereby agree as follows:	Q-Q-,
nato) agree as remova.	*
1 The solute made artifact	this toursement shall be completed within
	ter of this Agreement shell be completed within
SIXEY (BU) CAICE	der days, in accordance with the provisions of the Bid
Documents, Approved Plans, Program of Work	ts and Specifications, General and Special Conditions of
Contract, Supplemental or Bid Bulletias, if an	y, and supporting/related documents as required by the
2016 Revised Implementing Rules and Regulation	ons of Republic Act No. 9184 and are integrated herewith
	ons of Republic Act No. 9184 and are integrated herewith
2016 Revised Implementing Rules and Regulation	ons of Republic Act No. 9184 and are integrated herewith
2016 Revised Implementing Rules and Regulation and incorporated herein by way of reference, narrows and incorporated herein by way of reference, narrows are the control of	ons of Republic Act No. 9184 and are integrated herewith
2016 Revised Implementing Rules and Regulation and incorporated herein by way of reference, name a. SP Ordinance No. 37, 8, 2021	ons of Republic Act No. 9184 and are integrated herewith
2016 Revised Implementing Rules and Regulation and incorporated herein by way of reference, narran a. SP Ordinance No. 37, 8, 2021 b. Certificate of Availability of Funds	ons of Republic Act No. 9184 and are integrated herewith mely:
2016 Revised Implementing Rules and Regulation and incorporated herein by way of reference, name a. SP Ordinance No. 37, 8, 2021	ons of Republic Act No. 9184 and are integrated herewith mely:

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- c. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes
- h. Bid Scourity
- 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	PRO	AIMCE	hereby	covenant	s to	pay	the f	COMIR	ACTO	R the	tmount	of	PESOS
Five	Hum	dred	Fifty	Thous	and One	Ham	dred	Hin	e Pesos	4.9	3/100			
_				-	and One				(P	550,	109.9	3).	Ph	ilippine
Currency.	In co	meider	ation of	f the on	netruction	ond	neth		agamento	tion o	Ptha	infonctory	cher	a overke

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 Sixty-Five Thousand Thirty-Two

[P_165_032_98]

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract 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 23 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 hereumto signed this Agreement this ______ day of _____ at Antipolo City.

JILL CONSTRUCTION AND TRADING

Emity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

GIE VILLONES

Proprietor/Manager/President

By:

REBECCA A. YNARES

WITNESSES

LOLIFA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Annual Company Representative appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A, YNARES

Passoort No P8239281A

August 5, 2028

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:

Concreting of Road (portion) at Delos Santos Compound, Brgy. Meleys, Filills, Rizel

WITNESS	MY	HAND	AND	SEAL	thus	QZ.	day	of,	
Agripolo City.									

a Provincial Espitol,

NA MARIE L. SANTOS

Doc No. 23
Page No. 6
Book No. 4

Series 20 22.

for Angono, Binangonan & Cardora

NOTARY PUBLIC

Extended until June 20, 2022 (by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-006 Roll of Attorneys No. 69250

Roll of Attorneys No. 69250 030 No. 12132074 (January 3, 2022 / Rivel



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

02 March, 2022

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

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 Calasiao Feeder Road (Portion), Brgs. Bagumbayan, Pilitta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor WNARES

I acknowledge receipt of this Notice on:

3.4.2012

Authorized Signature.

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONTRACT AGREEMENT 24

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, thily organ existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Circumferential Road corner P. Olivores St., Brgy. San Roque, Antipolo Circ, represented in this GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	Capitol,
GKB BUILDERS a sole proprietorship/private corporati	on duly
organized and existing under the laws of the Republic of the Philippines, with principal place of and office address at Morong, Rizal and herein represented Proprietor/President/General Manager, GERALD KENN S.J. BILOG of legal age, citizen, single/married, resident of Morong, Rizal hereinafter referred to CONTRACTOR. WITNESSEIH, That,	business by its Filipino
WHEREAS, the PROVINCE declares that curtain infrastructure works should be const	ructed in
pursuant of the Sangguntung Panlalavigan Ordinance No. 37, \$, 2021 name	nely:
Concreting of Calasiao Feeder Road (portion), Brgy. Bagumbayan, Pil Rizel	lla
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical contoundertake the above said infrastructure works, has been declared as the Lowest Calculated Research in a public bidding held last 27 Jenuery 2022 has accepted and binds itself to the construction and completion of the above said infrastructure works strictly in accordance following standards set forth in the bid documents, approved plans, program of works and specific consideration of the amount of the Million Rine Hundred Fifty-Three Thousand Hundred Seven Pesos \$ 61/100 (P 1, 953, 207.61), Philippine C	sponsive indertake with the
the dead Server Pages 4 61/100 (p. 1. 953, 207, 61) Philippine C	ALLIE TO A
1. The whole works subject matter of this Agreement shall be completed Eighty (80) calendar days, in accordance with the provisions of Documents, Approved Plans, Program of Works and Specifications, General and Special Conformert, Supplemental or Bid Bulletins, if any, and supporting/related documents as require 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated and incorporated bersin by way of reference, namely:	f the Bid drions of ad by the
a. SP Ordinance No. 37, s. 2021	
b. Certificate of Availability of Funds	
c. Scope/Program of Work and Detailed Estimate	
d. Plans and Specifications	
e. Construction Schedule	11
f. Request for Expression of Interest	
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding and large.	
h. Bid Security	
i. Addenda and Supplemental (Julietin	
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 CONTRAC	TOR, the
larks hereby covenants with the PROVINCE to construct and complete the infrastructure works this Agreement in conformity with the province of the Contract;	subject of
a m. mounten t	
 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of One Million Nine Hundred Fifty-Three Thousand Two Hundred Seven Peso 	
61/100 (P 1,953,207.61), 1	8 &

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;

24

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Eighty-Five Thousand Nine Hundred Sixty-Two Pesos & 28/100

(P 585,962.28

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

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

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

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

GKB BUILDERS
RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:
By:

GERALD RESS.J. BLLCG
Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CATRONO, 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. REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila

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

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and doed 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 Celasieo Feeder Road (portion), Brgy. Bagumbayan, Pililla, Rizal

2227 - 7 6309	
WITNESS MY HAND AND SEAL this day of	at Rizal Provinced Capitol,
Antipolo City.	ATTY. ANNA MARIE L. SANTOS
Page No. 10	for Angono, Ginangonan & Cardona
Book No. 4 Series 20 22	Extended until June 30, 2022
	(by vinue of 8 M. 3795, September 29, 2021) Adm. Matter 19-006
	Roll of Attorneys No. 69250
	FTR No. 17132974 / January 3, 2022 / Rivel (SPI), School Member No. 016632 / Rivel



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. ARVIN JUREL B. CORTEZ
CORTEZ SANTOS CONSTRUCTION & SUPPLY CORP.
San Maico. Rizal

Dear Mr. Cortex:

The attached Contract Agreement having been approved, notice is hereby given to CORTEZ SANTOS CONSTRUCTION & SUPPLY CORP. that work may proceed on the Repair / Repairing of Yeares Multi-Purpose Building at Brgs. Guitnang Bayan I, San Matea, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor ThARES

l acknowledge receipt of this Notice on:

3.4.200

Authorized Signature:

Name of the Representative of the Bidder:

ARVIN JUREE B. CORTEZ

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 an
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 b
its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
CORTEZ SANTOS CONSTRUCTION & SUPELY CORP.

CORTEZ SANTOS CONSTRUCTION & SU	JPFLY CORP., a sole proprietorship/private corporation,	duly
organized and existing under the laws of	the Republic of the Philippines, with principal place of bus	TTHE SE
and office address at San	Mateo, Rizel , and herein represented by	its
Proprietor/President/General Manager,	ARVIN JUREL BUCO CORTEZ , of legal age, Fil	
citizen, single/married, resident of	San Mateo, Rizal , hereinafter referred to a	s the
CONTRACTOR, WITNESSETH, That,	,	

WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in pursuant of the Sanggantung Panlalawigan Ordinance No. 37, * 2021 namely:

Repair/Repainting of Yneres Multi-Purpose Building at Brgy. Quitneng Bayan I, San Mateo, 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 27 January 2022 _____, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five hundred Twenty Thousand Five hundred Eighty-Eighty-Nine Pesos & 48/100 _______, 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 Forty-Eight (48) 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:
 - SP Ordingnee No. 37, 8, 2021.
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained it the wirming bidder/s two (2) bidding envelopes
 - h. Bid Socurity
 - i. Addenda and Supplemental Bultetin
 - 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;
 - The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Hundred Twenty Thousand Five Hundred Eighty-Nine Pesos & 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;

- 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 Fifty-Six Thousand One Hundred Seventy-Six Persos & 84/100 (P 156.176.84)

Philippite 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 partian 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 resend 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 Covernment and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be







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

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

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

the appropriate court of the City of Antipolo, with the exclusion of any other courts IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _ day of at Antipolo City. CORTEZ SANTOS CONSTRUCTION & SUFFIELY CORP. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: ARVIN JUREL BUCO REBECCA A. YNARES Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO QUENONO, RIZ) S.S. BEFORE ME, a Notary Public for and in AntipolorCityRipersonally appeared the following Place Valid ID Presented Dute: Name/Entity HON REDECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila ARVIN JUREL BUCO CORTEZ TIN NO. 254-234-000 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.

written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repeir/Repainting of Ynares Multi-Purpose Busiding at Ergy. Quitneng Bayen I,

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

San Meteo, Rizal

WITNESS MY HAND AND SEAL this day of	, at Right Protocol Capitol,
Antipolo City.	- Air
Doc No	ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC
Page No. 12 Book No. 4	for Apgong Binangonan & Cardona and the PROVINCE OF R ZFL
Series 20_20_	Extended until Jane 30, 2027
	(by virtue of B.M. 3795, September 1.5, 2621 Adm. Matter 19-365
	Roll of Attorneys No. 69250
	PTR No. 17132074 / January 3, 2000 / Con-



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2023.

MR. ARVEN JUREL B. CORTEZ
CORTEZ SANTOS CONSTRUCTION & SUPPLY CORP.
San Mateo, Rizal

Dear Mr. Cortez:

The attached Contract Agreement having been approved, notice is hereby given to CORTEZ SANTOS CONSTRUCTION & SUPPLY CORP. that work may proceed on the lepatr/Repainting Of Vinares Multi-Purpose Covered Court At Sunnyville 4.Brgs. Ampid 1.San Maten, Riza effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor A GARES

l acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

3.4.2022

ARVINJUREL B. CORTEZ

CONTRACT AGREEMENT (1)

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

										ipal place of represented	
Prop	rietor/Pre	rsideat/Ger	neral 🖹	Макиест ,	ARVIN	JUREL	BUCO (CORTEZ	of	legal age,	Filipino
CON	m, smgs (TRACT	omamea, FOR, WIT	resida NESSE	TH, That	Sitt	CH COO	K128.	ب	патеплация	referred to	A \$72 GDC
	WHE	REAS, the	e PRO	VINCE d			n infras a. 37,	tructure	works sho	ould be cons	tructed in

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 27 January 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the hid documents, approved plans, program of works and specification in consideration of the around of the aroun

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

- I. The whole works subject matter of this Agreement shall be completed within Forty-Five (45) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordingneo No. 37, 8. 2021
 - Certificate of Availability of Funds

Orgy, Ampid I, Sen Meteo, Risal

- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- c. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained is 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 in 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 Hillion One Hundred Sixty-Seven Thousand Two Hundred Ninety-Seven Pesos 24/100 (P1.167.297.24), Philippine Currency, is 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 mutaner prescribed by the Contract and specified in the Bid and at 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 Hundred Fifty Thousand One Hundred Eighty-Nine Pesos & 17/100 (P 350,189,17)

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter 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 hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the 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 say other courts.

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

CORFEE FALTOS CONSTRUCTION & SUPPLY CORP.

REZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

EUCO CORTEZ

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor 9

WITNESSES

DE GUZMAN

VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No P\$239281A

August 5, 2028

Manila

ARVIN JUREL BUCO CORTEZ

TIN NO. 254-234-000

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

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

Repair/Repainting of Ynares Multi-Purpose Covered Court at Sunnyville 4, Erry. Ampid I, Sen Mateo, Rizel

WITNESS MY HAND AND SEAL this __. dayjof Antipolo City.

one, Binangonan & Cardona the PROVINCE OF RIZAL

Extended until June 30, 2022 (by virtue of 6.M. 3795, September 28, 2021). Adm. Matter 19-006

Roll of Attameys No. 69250 TS No. 17132974 / January 3, 2022 / Ro. u Piulistary Sismbor No. 010532 / Rich

Doe No. Page No. __

Book No. Series 20 >2



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

02 March, 2022

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

Dear Engr. Mina:

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

Improvement of 2 Storey Ynares Multi-Purpose Bldg. (HOA Office) at Bankers Village 5 Phase 9-1, Brgy. Guitnang Bayon 1, San Mateu, Rigal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder-

PORFIRIOP. MIN

CONTRACT AGREEMENT 29

KNOW ALL MEN BY THESE PRESENTS:

Ci	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and sting under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, comferential Road corner P. Oliveres St., Brgy, San Roque, Antipolo City, represented in this act by GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	JRD-D ² ENTERPRISES , a sole proprietorship/private corporation, duly
Pr cit	ganized and existing under the laws of the Republic of the Philippines, with principal place of business of office address at Tensy, Rizel and herein represented by its oprietor/President/General Manager, PORFIRIO MINA of legal age, Filipino izen, single/married, resident of Tensy, Rizel hereinafter referred to as the ONTRACTOR. WITNESSETH, That,
ρ'n	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in resuant of the Sangguntang Panlalawigan Ordinance No. 37, 6. 2021 namely:
	Improvement of 2-storey Yneres Multi-Purpose Building (HDA Office) at Bankers Village 5 Phase 9-1, Brgy. Guitnang Bayan I, San Mateo, Rizal
	undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive d in a public bidding held last 27 January 2022 has accepted and binds itself to undertake
th fo	construction and completion of the above said infrastructure works strictly in accordance with the flowing standards set forth in the bid documents, approved plans, program of works and specification in a maideration of the amount of One Million Two Hundred Minety-Eight Thousand Mine andred Thirty-Six Pesos 6 11/100 (P 1,298,936.11), Philippine Currency. NOW, THEREPORE, for and in consideration of the foregoing premises, the parties hereto reby agree as follows:
th fo	construction and completion of the above said infrastructure works strictly in accordance with the llowing standards set forth in the bid documents, approved plans, program of works and specification in maideration of the amount of One Million Two Hundred Minety-Eight Thousand Nine andred Thirty-Six Pesos 6 11/100 (P 1,298,936.11), Philippine Currency. NOW, THEREPORE, for and in consideration of the foregoing premises, the parties hereto reby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within
the DC C	construction and completion of the above said infrastructure works strictly in accordance with the llowing standards set forth in the bid documents, approved plans, program of works and specification in maideration of the amount of One Million Two Hundred Minety-Eight Thousand Nine andred Thirty-Six Pesos 6 11/100 (P 1,298,936.11), Philippine Currency. NOW, THEREPORE, for and in consideration of the foregoing premises, the parties hereto reby agree as follows:
the DC C	e construction and completion of the above said infrastructure works strictly in accordance with the flowing standards set forth in the bid documents, approved plans, program of works and specification in maideration of the amount of One Million Two Hundred Minety-Eight Thousand Nine maideration of the amount of One Million Two Hundred Minety-Eight Thousand Nine maideration of the foregoing premises, the parties hereto reby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Seventy-Six (16) calendar days, in accordance with the provisions of the Bid occurrents, Approved Plans, Program of Works and Specifications, General and Special Conditions of contract, Supplemental or Rid Bulletins, if any, and supporting/related documents as required by the 16 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith ad incorporated herein by way of reference, namely:
the DC C	construction and completion of the above said infrastructure works strictly in accordance with the flowing standards set forth in the bid documents, approved plans, program of works and specification in majderation of the amount of One Million Two Hundred Minety-Eight Thousand Nine andred Thirty-Six Pesos 11/100 (P 1,298,936.11), Philippine Currency. NOW, THEREPORE, for and in consideration of the foregoing premises, the parties hereto reby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Seventy-Six (
the DC C	construction and completion of the above said infrastructure works strictly in accordance with the flowing standards set forth in the bid documents, approved plans, program of works and specification in maideration of the amount of One Million Two Hundred Minety-Right Thousand Nine madred Thirty-Six Pesos 6 11/100 (P 1,298,936-11), Philippine Currency. NOW, THEREPORE, for and in consideration of the foregoing premises, the parties hereto reby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Seventy-Six (6) calendar days, in accordance with the provisions of the Bid octaments, Approved Plans, Program of Works and Specifications, General and Special Conditions of contract, Supplemental or Rid Bulletins, if say, and supporting/related documents as required by the 16 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith a corporated herein by way of reference, namely: a. SP Ordinance No. 37, 8, 2021 b. Certificate of Availability of Funds
the DC C	construction and completion of the above said infrastructure works strictly in accordance with the flowing standards set forth in the bid documents, approved plans, program of works and specification in majderation of the amount of One Million Two Hundred Minety-Eight Thousand Nine andred Thirty-Six Pesos 11/100 (P 1,298,936.11), Philippine Currency. NOW, THEREPORE, for and in consideration of the foregoing premises, the parties hereto reby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Seventy-Six (
the DC C	construction and completion of the above said infrastructure works strictly in accordance with the llowing standards set forth in the bid documents, approved plans, program of works and specification in maideration of the amount of One Million Two Hundred Minety-Right Thousand Nine million Two Hundred Minety-Right Thousand Nine milded Thirty-Six Peece 11/100 (P 1,298,935.11), Philippine Currency. NOW, THEREPORE, for and in consideration of the foregoing premises, the parties hereto reby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Seventy-Six (16) calendar days, in accordance with the provisions of the Bid occurrency. Approved Plans, Program of Works and Specifications, General and Special Conditions of outract, Supplemental or Rid Bulletins, if any, and supporting/related documents as required by the Difference of Republic Act No. 9184 and are integrated herewith a comporated herein by way of reference, namely: a. SP Ordinance No. 37, s. 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule
the DC C	e construction and completion of the above said infrastructure works strictly in accordance with the llowing standards set forth in the bid documents, approved plans, program of works and specification in maideration of the amount of One Million Two Hundred Minety-Right Thousand Nine marked Thirty-Six Person 11/100 (P 1, 298, 936-11), Philippine Currency. NOW, THEREPORE, for and in consideration of the foregoing premises, the parties hereto reby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Seventy-Six (b) calendar days, in accordance with the provisions of the Bid occuments, Approved Plans, Program of Works and Specifications, General and Special Conditions of partner, Supplemental or Rid Hulletins, if any, and supporting/related documents as required by the Die Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewithed incorporated herein by way of reference, namely: a. SP Ordinance No. 37, s. 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning
the DC C	e construction and completion of the above said infrastructure works strictly in accordance with the llowing standards set forth in the bid documents, approved plans, program of works and specification in misideration of the amount of One Million Two Hundred Minety-Eight Thousand Nine misideration of the amount of One Million Two Hundred Minety-Eight Thousand Nine misideration of the amount of One Million Two Hundred Minety-Eight Thousand Nine misideration of the foregoing premises, the parties hereto reby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Seventy-Six (6) calendar days, in accordance with the provisions of the Bid ocuments, Approved Plans, Program of Works and Specifications, General and Special Conditions of contract, Supplemental or Bid Bulletins, if say, and supporting/related documents as required by the Di6 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith a incorporated herein by way of reference, namely: a SP Ordinance No. 37, s. 2021 b Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
the DC C	construction and completion of the above said infrastructure works strictly in accordance with the llowing standards set forth in the bid documents, approved plans, program of works and specification in maideration of the amount of One Million Two Hundred Minety-Eight Thousand Nine middle Thirty-Six Peece 11/100 (P 1, 298, 936-11), Philippine Currency. NOW, THEREPORE, for and in consideration of the foregoing premises, the parties hereto reby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Seventy-Six (

3. The PROVINCE hereby covenants to pay the CONTRACTOR the gnount of PESOS One Million Two Hundred Minety-Eight Thousand Nine Hundred Thirty-Six Pesos

8 11/100 (P 1,298,936.11), Philippine Currency, is consideration of the construction and only upon completion of the infrastructure works

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

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

this Agreement in conformity with the province of the Contract;

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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Eighty-Nine Thousand Six Hundred Eighty Pesos & 83/100

 (P 389,680.83

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 partion for every day of delay. Once the cumulative amount of hyurdated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this 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 23 to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. ENTERPRISES RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNA Governor Proprietor/Manager/President WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO GITTODO, Rizal)SS.

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

Valid 1D Presented Date Place Name/Entity August 5, 2028 HON. REBECCA A. YNARES Passport No. P8239281A Manila PORFIRIO MINA TIN NO. 154-422-889

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

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

Improvement of 2-storey Yneres Multi-Purpose Building (HOA Office) at Benkers Village 5 Phase 9-1, Brgy. Guitnang Beyan I, San Mateo, Rizal

WITNESS MY HAND AND SEAL this HILL 02 1272 day of	at RADPROIRE in Capitol,
Antipolo City. Doc No. 46 Page No. 6 Book No. 4 Series 20 21.	ATTY: ANNA MARIE L. SANTOS NOTARY FUBLIC for Angeno, Binangenan & Cardena NOTARY PROPYNICE OF RIZAL Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021 Adm. Matter 19-006 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal ISP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

02 March, 2022

MR. CESAR SAN ANDRES LACUNA CSL CONSTRUCTION, INC. Pasig City

Dear Mr. Lacuna

The attached Contract Agreement having been approved, notice is hereby given to
CSL CONSTRUCTION, INC, that work may proceed on the
Concreting of Road along Horseshoe Drive, Brgy. Sto. Niño, San Maten, Ricat
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor ANARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3-4-2022

CESAR SAN ANDRES LACUNA

CONTRACT AGREEMENT 20

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL COVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7160, with 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. REBECCA A. YNARES, herein referred to as the PROVINCE; and
CSL CONSTRUCTION. INC. a sole proprietorship/private corporation dub

organized and existing under the laws of the and office address at Pasi	e Republic of the Philippine	ctorship/private corporation, duly es, with principal place of business herein represented by its
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Pesig City	of legal age, Filipino, hereinafter referred to as the
WHEREAS, the PROVINCE decl pursuant of the Sanggunung Panlalawagan		re works should be constructed in 2021 namely:

Concreting of Road along Horseshoe Drive, Brgy. Sto. Nino, Sen Mateo, Rixal

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

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 37, 8, 2021
 - Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Two Million Four Hundred Twenty-Eight Thousand Three Hundred Forty-Six

 Peros 8 60/100 (P 2,423,346.50), Philippine

 Currency, is 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 unanter 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 (be required performance security of PESOS Seven Hundred Twenty-Eight Thousand Five Hundred Three Pesos & 98/100 (F 728, 503, 98)

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

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

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

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

8

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 1/4, to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed to 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 hercunto signed this Agreement this _____ day of at Antipolo City, CSL CONSTRUCTION, INC. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: CESAR S. LACINA REBECCA A. YNARES Сометног 🧖 Proprietor/Manager/President WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

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

Valid ID Presented Date Place Name/Entity August 5, 2028 HON, REBECÇA A. YNARES Passport No. P8239281A Manila CESAR & LACUNA TIN NO. 284-041-000

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 slope Horseshoe Drive, Brzv. Sto. Nino. San Mateo. Rizal

the state of the s	
5-1	. 55.3
WITNESS MY HAND AND SEAL this	day of at Rizal Provincial Capitol,
Antipole City. Doe No. 49	ATTY, ANNA MARIE L. SANTOS
Page No. 1) Book No. 4 Series 20 22.	for Angono, Binangonan & Cardona aNGEARMESIBUTE OF RIZAL Extended until June 30, 2022
	(by vartue of B.M. 3755, September 23, 2021) Adm. Matter 19:006
	Roll of Attorneys No. 59250 PTR No. 17132074 / January 3, 2022 / Rical 502 J. No. the Modeber No. 018332 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Improvement of 17.0 x 30.0 Ynares Multi-Purpose Covered Court at Sitlo Aguho Brgy, Sampaloc, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

C. VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVENCIAL GOVERNMENT OF RIZAL, a local government unit, duly of existing under Republic Act No. 7160, with sear of government at the Rizal Provinc Circumferential Road corner P. Oliveros St., Brgy. Sen Roque, Antipolo City, represented its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; at	rial Capitol, n this act by
LARD BUILDERS a sole proprietorship/private corpo	oration, duly
organized and existing under the laws of the Republic of the Philippines, with principal place and office address at Beres, Risel and herein represents Proprietor/President/General Manager, RENATO VILLARONAN of legal a citizen, single/married, resident of Beres, Risel hereinafter referred CONTRACTOR. WITNESSETH, That,	of business of by its
WHEREAS, the PROVINCE doctares that certain infrastructure works should be of pursuant of the Sangguntung Panlatawigan Ordinance No. 37, \$, 2021	
Improvement of 17.0 x 30.0 Yneres Multi-Purpose Covered Court a	t Sitio
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical to undertake the above said infrastructure works, has been declared as the Lowest Calculated Bid in a public bidding held last 27 January 2022 has accepted and binds itself the construction and completion of the above said infrastructure works strictly in accordate following standards set forth in the bid documents, approved plans, program of works and specinsideration of the amount of One Million Four Hundred Five Thousand Two Twenty-Two Person 6 04/100 (P 1,405, 222,04). Philippin	to undertake neo with the ecification in Hundred
NOW, THEREFORE, for and in consideration of the foregoing premises, the p hereby agree as follows:	arties hereto
i. The whole works subject matter of this Agreement shall be completely form (54) calendar days, in accordance with the provision Documents, Approved Plans, Program of Works and Specifications, General and Special Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as requols Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integral and incorporated herein by way of reference, namely:	is of the Bid Conditions of paired by the
a. SP Ordinance No. 37, s. 2021 b. Certificate of Availability of Funds c. Scopo/Program of Work and Detailed Estimate d. Plans and Specifications	
c. Construction Schools	



- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes
- Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenents with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract,
- 3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Four Hundred Five Thousand Two Hundred Twenty-Two Pesos & 04/100 (P 1,405,222,04), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

- 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 Twenty-One Thousand Five Hundred Sixty-Six Pesos 6 61/100 (P 421, 566.61

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 restrution 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 high-dated 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 taws;
- 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 andertakes 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 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 sary 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. LARD BUILDERS RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: WILLAROMAN REBECCA A. YNARES Governor Proprietor/Manager/President WITNESSES TORIA B. TEJADA LOLITA'B, DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CHIngono, Rizat) S.S. BEFORE ME, a Notary Public for and in AnipoloCity/Personally appeared the following Date Place Valid ID Presented Name/Entity HON, REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila 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 as 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 17.0 x 30.0 Ynares Multi-Purpose Covered Court at Sitio Aguho, Brgy. Sampeloc, Tanay, Rizal

, at Riza Promeia Rogitol,

AFTY. ANNA MARIE L. SANTOS

NOTARY PUBLIC for Angono, Einangonan & Cardona NO TARY THE PROVINCE OF R ZAL

Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006 Roll of Altomeys No. 89250

WITNESS MY HAND AND SEAL this and any of

Antipolo City.

Doc No.

Page No Book No. Series 20 22



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

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

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONSTRUCTION—that work may proceed on the Repair / Repainting of 25 x 36m Ynares Multi-Purpose Covered Court at Brgy. Sampatoc, Tanay, Rical officetive on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on

Authorized Signature:
Name of the Representative of the Bidder.

EDWIN G. FRANCISCO

CONTRACT AGREEMENT 3.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

ils GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the f	PROVINCE; and
EGF ENTERPRISES AND CONSTRUCTION , a sole proprietorshi	
organized and existing under the laws of the Republic of the Philippines, with and office address at	
Proprietos/President/General Manager, EDWIN G. FRANCISCO	, of legal age, Filipino
citizen, single/married, resident of Toroso, Rizol , here	inafter referred to as the
CONTRACTOR, WITNESSETH, That,	
Repeir/Repeinting of 25x36m Yneres Multi-Purpose Cover- Sempeloc, Teney, Rizal	Ta .
WHEREAS, the CONTRACTOR, warranting that it has the financia to undertake the above said infrastructure works, has been declared as the Lo Bid in a public bidding held tast 27 January 2022 has accepted a the construction and completion of the above said infrastructure works stri	west Calculated Responsive and binds itself to undertake only in accordance with the
WHEREAS, the PROVINCE declares that certain infrastructure wor pursuant of the Sangguntang Paninlawigan Ordinance No. 37, s. 2021 Repeir/Repeinting of 25x36m Yneres Multi-Purpose Covern Sampeloc, Teney, Rizel WHEREAS, the CONTRACTOR, warranting that it has the financia to undertake the above said infrastructure works, has been declared as the Lo Bid in a public bidding held last 27 January 2022 has accepted a	namely: ed Court at Brgy. I and, technical competence west Calculated Responsive and binds itself to undertake the in accordance with the

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

(P 2,562,310.13), Philippine Currency.

consideration of the amount of Two Million Five Hundred Sixty-Tvo Thousand Three

- I. The whole works subject matter of this Agreement shell be completed within <u>Fighty-Four</u> (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. 37, s. 2021
 - Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - Construction Schedule

Hundred Ten Pesos & 13/100

- f. Request for Expression of Interest
- Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- Addenda and Supplemental Bulletin
- Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
 latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
 this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
 Two Million Five Hundred Sixty-Two Thousand Three Hundred Ten Pesos 6 13/100

 (P 2,562,310.13), Philippine

Currency, is 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; 20
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Sixty-Eight Thousand Six Hundred Ninety-Three Pesos 6 04/100 (P 768,693.04)

 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. (Ince the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resend 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 undual agreement of the parties hereto to agree in writing $|g_{ij}\rangle$ 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 coasist of liquidated damages. and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

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

EGF ENTERPRISES AND CONSTRUCTION

RIZAL PROVINCIAU GOVERNMENT

Entity/Firm/Corporation

EDWIN G. FRANCISCO

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor &

WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON. REBECCA A. YNARES

Passport No P8239281A

August 5, 2028

Manila

EDWIN G. FRANCISCO

TIN.NO. 133-189-386

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

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

Repair/Repainting of 25x36m Yneres Multi-Purpose Covered Court at Brgy. Sampaloc, Tanay, Rizal

WITNESS MY HAND AND SEAL this day of Antipolo City. 34 Doc No. Page No.

Book No.

Series 20 22

Y. ANNA MARIE L. SANTOS NOTARY PUBLIC

for Angono, Binangonan & Carcona NOZIARY PURDIONCE OF RIZAL

Extended until June 30, 2022 by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-006 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Real



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Concreting of Various Roads at Southville 10 Area, Brgg. Plaza Aldea Tonay, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A, YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3.4.700

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

LAKO BI	UILDERS	a sole propi	rietarship/private corporation, duly
and office addres	s at Be	ras, Rizal	d berein represented by its
Proprietor/President/C citizen, single/marrie CONTRACTOR. W			of legal age, Filipino, hereinafter referred to as the
WHEREAS, pursuant of the Sangg	the PROVINCE decuntary Panialawige	clares that certain infrastruct an Ordinance No. 37,	ure works should be constructed in 2021 namely:
Concreting Tenay, Rise		ds at Southville 10 A	ree, Brgy. Plaza Aldes

following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Six Hundred Sixty Thousand Six Hundred (P 2,660,696.91), Philippine Currency. Ninety-Six Pesos & 91/100 NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto

the construction and completion of the above said infrastructure works strictly in accordance with the

1. The whole works subject matter of this Agreement shall be completed within hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 37, 8. 2021
- Cartificate of Availability of Funds
- Scope/Program of Work and Detailed Eshmate
- d. Plans and Specifications.
- Construction Schedule.
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained is the winning. hidder/s two (2) bidding envelopes
- Bid Security

hereby agree as follows:

- i. Addenda and Supplemental Bullstin
- 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 lance 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.

 Two Million Six Hundred Sixty Thousand Six Hundred Ninety-Six Pesos & 61/100 (P 2,660,696.91), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Ninety-Eight Thousand Two Hundred Nine Pesos 6 07/100 (P 798,209.07)

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;

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

- "All contracts executed in accordance with the Aci and this IRR shall contain a provision on liquidated duringes which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing 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 bidustry 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. 31 to resort to other alternative modes of disputes resolution.

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

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

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

LARD BUILDERS
RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:
By:
RENATO VILLAROMAN
Proprietor Manager/President

WITNESSES
LOLITAB. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid 10 Presented Date Place

HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila

RENATO VILLAROMAN TIN NO. 37, 8, 2021

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 critity 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 Verious Roads at Southville 10 Area, Brgy. Plaza Aldea, Tensy, Rizal

at Rival Provincial Capitol,
AFTY. ANNA MARIE L. SANTOS NOTARY PUBLIC for Angono, Binangonan & Cardona and IARA PUBLIC OF RIZAL Extended until Jone 32, 2022 (by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006 Roll of Attorneys No. 59250



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MS, MARIA TERESITA F. PAMINTUAN MJP CONSTRUCTION AND DEVELOPMENT CORP. Baras, Rizal

Dear Ms. Pamintuan:

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

MJP CONSTRUCTION AND DEVELOPMENT CORP.—that work may proceed on the

Concreting of Road with Drainage Canal at Road Lot 10

Purnk 7, Lupang Arenda, Rrgy. Sto. Ann. Taytoy, Rizal

effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES
Governor

Lacknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder.

チキプロバ

MARIA TERESITA F. PAMINTUAN

CONTRACT AGREEMENT 3.1.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7100, 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. REBECCA A. YNARES, herein referred to as the PROVINCE; and

and office address at Beree. Ri	epublic of the Philippines, with principal place of business zel
Proprietor/President/General Manager, MARIA	TERESITA F. PAMINIUAN , of legal age, Filipino Beres, Rizel , hereinafter referred to as the
WHEREAS, the PROVINCE declares pursuant of the Sangguniany Panlalavigan On	that certain infrastructure works should be constructed in dinance No
Concreting of Road with Drainage Arenda, Brgy. Ste. Ana, Taytay,	e Cenel et Roed Lot 10 Purok 7, Lupeng Rizel
to undertake the above said infrastructure world bid in a public bidding held last 27 January the construction and completion of the above	tranting that it has the financial and, technical competence is, has been declared as the Lowest Calculated Responsive y 2022 bas accepted and binds itself to undertake asid infrastructure works strictly in accordance with the ents, approved plans, program of works and specification in
following standards set forth in the bid docume consideration of the amount of Five Mil	llion Forty-Six Thousand One Hundred Seven

- 1. The whole works subject matter of this Agreement shall be completed within (160) calendar days, in accordance with the provisions of the Bid One Hundred Sixty Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletias, 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. \$P Ordinance No. 37, s. 2021
 - Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning. bidder/s two (2) bidding envelopes
 - b. Bid Security
 - Addenda and Supplemental Bulletin.
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Million Forty-Six Thousand One Hundred Seven Pesos & 98/100

(P 5,046,107,98), 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; 2
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Five Hundred Thirteen Thousand

 Eight Hundred Thirty-Two Pesos 5 39/100 (P1,513,832,39)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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 privision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Guods, 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 resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 put 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 laternal 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 ladustry Arbitration Commission to resolved shall be





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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages. and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the 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 hereumto signed this Agreement tHAR 02 2021 day of at Antipolo City.

MJP CONSTRUCTION & DEVELOPMENT CORPORATION

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

MARIA TERESITA

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor 🥦

WITNESSES

LOLITA B/ DE GUZMAN

MA, VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO GHIYANO, Rizal

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

Name/Footty

Valid ID Presented

Date

Place

HON, REBECCA A, YNARES

Passport No. P\$239281A

August 5, 2028

Manila

MARIA TERESITA F. PAMINTUAN

TIN NO. 213-504-783

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

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

Concreting of Road with Drainage Canal at Road Lot 10 Purok 7, Lupang Arenda, Brgy. Ita. Ana Taytay Rizal

WITNESS MY HAND AND SEAL THIR B 2 2017 day of Antipolo City.

ANNA MARIE L. SANTOS

at Riza Provincina Capitol,

Doc No.

Page No

Book No. Series 20 20.

NOTARY PUBLIC of August Singinger & Cardona all in the PROVINCE OF RIZAL

Extended until June 30, 2022 [by vidue of B.M. 3795, September 28, 2021]

Adm. Matter 19-006 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal app Librario Member No. 016632 / Rizal.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

02 March, 2022

MR. REYNALDO SAN LUIS PEREZ. PERSAN CONSTRUCTION, INC. Quezon City

Dear Mr. Perez:

The attached Contract Agreement having been approved, notice is hereby given to PERSAN CONSTRUCTION, INC. that work may proceed on the Construction of Rescue Center at Brgs. Manggahan. Montatban, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

Lucknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

REVNALDO SAN LUIS PEREZ

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

PERSAN CONSTRUCTION, INC.

a sole proprietership/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Sta. Maria, Bulacan, and herein represented by its Proprietor/President/General Manager, PEYNALDO PEREZ, of legal age, Filipmo citizen, single/married, resident of Sta. Maria, Bulacan, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialavigan Ordinance No. Trust Liebilities-DRRMF namely:

Construction of Rescue Center at Bray, Manggahan, Montalban, 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 27 January 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Minety-Seven Million Eight Hundred Forty Thousand One Hundred Righty Person 6 16/100 (P 97, 840, 180, 16), 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 Two Hundred Forty (240) 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 between and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. Trust Liebilities-DERMF
 - 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 is the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Ninety-Seven Million Eight Hundred Forty Thousand One Hundred Eighty Pesos (P97,840,180,16), Philippine Currency. to 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;

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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 Twenty-Nine Million Three Hundred Fifty-Two Thousand Fifty-Four Pesos & 05/100 (P 29,352,054.05)

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

- 9 The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, 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 revolved 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.

	he parties have hereunto signo ntipolo City.	d this Agreement th	is 1 - 2022 day of
PERSAN CONSTRUCTION, INC. Entity/Firm/Corporation	REZAL PR	OVINCIAL GOVE	RNMENT
By: REYNALDO PEREZ Description Margaret Perei and	By:	EBECCA A. YNAF	RES
LOLFTA B DE GUZMA	WITNESSES N N	8	TEJADA
NO	TARIAL ACKNOWLEDGM	LENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO (AITONO, RIZEI) S.S.			
BEFORE ME, a Notary Pub	lic for and in Amijano City, Fe	sonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Ptace
HON. REBECCA A. YNARES	Passport No P8239281A	August 5, 2028	Manila
REYNALDO PEREZ	TIN NO. 103-977-081		
All known to me and to me kn acknowledgment that the same is their	nown to be the same person's what free voluntary act and deed as	o executed the foreg- well as the entity th	oing instrument and at they respectively

and vely

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 Rescue Center at Broy, Managahan, Montalban, Rizel

Optio 64			-6,	
Δ.	TTNESS M	TY HAND AND SEAL this	MAR 0 _ 2022 day of _	, at Rikal Prayingial Capitol,
Antipolo C	litγ.			ATI LANNA MARIE L. SANTOS
Doc No.	53			NOTARY PUSLIC
Page No.	12			for Angono, Binangopan & Cardona
Book No	4			alnoharnovincidos Rizal
Series 20 2	2			Extended until June 30, 2022
				(by virtue of B M. 3795, September 28, 2021)
				Adm, Matter 19-006
				Rott of Attorneys No. 69250
		1		PTR No. 17132074 / January 3, 2022 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

02 March, 2022

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

Dear Mr. Sandil

The attached Contract Agreement having been approved, notice is hereby given to D.C. SANDIL CONST. & REALTY DEVELOPMENT, INC. that work may proceed on the Construction of Teresa Public Market, Brgs. San Gabriel, Teresa, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor A TNAKES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

03-04-2022

01/27/2022 0:34

CONTRACT AGREEMENT 30

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, REBECCA A. YNARES, herein referred to as the PROVINCE; and

D ₁ C ₁	SANDIL CONSTRUCTION & REALTY DEVELOPMENT INC., a sole proprietership/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business
	and office address at Sen Juan City, and herein represented by its
	Proprietor/President/General Manager, DENNIS C. SANDIL , of legal age, Filipino
	citizen, single/married, resident of Son Juan City , heremafter 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 37, 2021 namely:
	Constrainting of Towner Dublin Market Days Cabulal Tours Disal

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 27 January 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in

following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Hundred Forty-Six Million Eight Hundred Fifty-Two Thousand Six Hundred Thirty-One Perce 6 35/100 (P146,852,631.35), 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 Three Hundred Eighty (380) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated berewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 37, 8, 2021.
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS One Hundred Forty-Six Million Eight Hundred Pifty-Two Thousand Six Hundred

 Thirty-One Pesos 3 35/100 (P146.852.631.35), Philippine Currency, is 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 maximum 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 Forty-Four Million Fifty-Five Thousand Seven Bundred Eighty-Nine Peecs & 41/100 (P44,055,789,41)

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 Budding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defocts and Failures" occurring during the applicable warranty period;
- 7. For the deratton of the Contract, a Contractor's AU 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 resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9 The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11 That the PROVENCE 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 stumped 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 bowever, 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 2012 2013 ay of at Antipolo City.

D. C. SANDIL CONSTRUCTION & REALTY DEVELOPMENT INC.

RIZAL PROVINCIAL GOVERNMENT

Entity/Pirm/Corporation

By:

By:

SANDIL DENNIS

Proprietor/Manager/President

REBECCA A. YNARES Governor

WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A, YNARES

Passport No. P8239281A

August 5, 2028

Manda

at Rizal Provincial Capitol,

DENNIS C SANDIL

TIN NO. 185-510-536

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

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 Teresa Public Merket, Brgy. San Gabriel, Teresa, Risal

WITNESS MY	HAND	AND	SEAL	this	Lillay .	of,
Antipola City.						

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. ANNA MARIE L. SANTOS NOTARY FUBLIC for Angono, Binangonan & Cardona NOTARY POBLINCE OF RIZAL Extended until June 30, 2022

(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006

Roll of Attorneys No. 69250 OTD No. 47132074 / January 3, 2022 / Rizal