

OFFICE OF THE GOVERNOR NOTICE TO PROCEED

08 March, 2022

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

Dear Mr. Ubiadasi:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the Improvement of Traces Multi-Purpose Covered Court at Dona Justa Village Phase I Brgy. San Roque, 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,

Governor ANARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.000.000

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, 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 as Binansonan, Rival , and herein represented by its Proprietor/President/General Manager, Lauro M. Ubiadas , of legal age, Filipino citizen, single/married, resident of Binansonan, Rival , hereinafter referred to as the CONTRACTOR. WYTNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
Improvement of Ynares Rultipurpose Covered Court at Dona Justa Village Phone I Brgy. San Roque, Angono, 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 lest February 7, 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 Hillion Three Sundred Sixty Two Thomsand Eight Mane 1992 and 46/100 (P 3,362,389,46), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Ninety (90) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of

a. SP Ordinance No. 37. c. 2021

and incorporated herein by way of reference, namely:

- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes

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

- 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 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

 Three Hillion Three Hundred Sixty Two Thousand Eighty Nine Pesos and 46/100

 (P 3,362,069,46), Philippine Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise typed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Eight Thousand Six Hundred Twenty Six Pesos and 84/100 (P 1,008,626,84)

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cast of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind 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 und/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 stranged 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 MAR 0 1 1922y of at Antipolo City.

Entity/Firm/Corporation

REZAL PROVINCIAL GOVERNMENT

Ву:

eail

By:

Lauro & Ubiadas

REBECCA A. YNARES
Governor

Proprietor/Manager/President

WITNESSES

LOLITA BADE GOZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHU IPPINES)
ANTIPOLO CITANGONO, Riza) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passouri No. P8239281A

August 5, 2028

Manila

Lauro H. Ubiadas

008-410-689

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

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

Improvement of Thares Multipurpose Covered Court at Pone Justa Village Phase I Brgy. San Roque, Angone, Rizal

WITNESS MY HAND AND SHAL this MAR () AND SHAL this

ar Rizal Provincial Capitol,

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SANTOS

Antipolo City

Dec No 74

Page No 17
Book No. 14
Series 20 22

NOTARY PUBLIC for Angono, Binangor an & Cardona NOTARY PUBLICE OF RIZAL

Extended until June 30, 2022 (by virtue of B.M. 3795, Santember 28, 2021) Adm. Malter 19-006

Roll of Attorneys No. 6925° PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

08 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 School Buildings at Vicente Madrigal
National High School, Regy. Palangoy, 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 Governor

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder:

LAURO A. UBIADAS

CONTRACT AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

CONTRACTOR PROPERTY A TOTAL PROPERTY	an Roque, Antipolo	the Rizal Provincial City, represented in thi
ts GOVERNOR, HON. REBECCA A. YNARES, I		
	, a sole proprietor	ship/private corporation
organized and existing under the laws of the Republi	of the Philippines, v	vith principal place of
and office address at Lauro	. Utilesage and I	nerein represented
Proprietor/President/General Manager, Inangonan	Rical	of legal age,
citizen, single/married, resident of	, h	ereinafter referred to
CONTRACTOR WITNESSETH, That,	The state of the s	
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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;
- 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;

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

- 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 thereon.
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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 in 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 0 8 2022 REZAL PROVINCIAL GOVERNMENT as Commitmuetion Corp. Entity/Firm/Corporation Вус By: REBECCA A. YNARES Lours Mr Undudan Governor 8 Proprietor/Manager/President WITNESSES MA, VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIENTO, KIZ) \$.\$.

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

Date Place Valid ID Presented Name/Entity Manila Passport No. P8239281A August 5, 2028 HON REBECCA A. YNARES 503_L10_633 Louro Ma Ublados

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

Repair/Repainting of Ynares School Poildings of Figente Hadrigal Hational. High School, Brgy, Palengey, Sinaugenen, Staal

WITNESS MY HAND AND SEAL this MAR 0 8 2022 of	at Rizal Provincial Capit
Antipolo City	ATTY. ANNA MARIE L. SANTOS
Doc No. St	NO ARY FUBLIC
Page No	for Angono, Ringagonas & Cardona Not any published GF RiZAL
Book No. 4 Series 20 22	Extended until Justa 57, 2022

9 5 Cardona GF REZAL Extended ontil June 53, 2022 (by withte of 8.M. 3798, Saptember 26, 2021) Apm. Master 10:008 Roll of Attorneys No. 69250 FTR No. 17183074 (January 3, 2023 / Rigst dark eVating Momber No. 018332 (Ribat

ncial Capitol,



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 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

Imprv/Repair of Ynares Multi-Purpose Covered Court/Stage at Brgy, Lunsad, Binangonan, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

The second

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER O JAQUINO

CONTRACT AGREEMENT 3

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 Permission Act No. 7160 with seat of government at the Rizal Provincial Capitos,			
Circumferential Road ocener P. Olivords St. Brev. San Roque, Antipolo City, represented in this act by			
its GOVERNOR, HON. REBECCA A. VNARES, herein referred to as the PROVINCE; and			

	a sole proprietorship/private corporation, duly
organized and existing takler the laws of the Republic	or the ramppines, with principal place of business
organized and existing under the laws of the Republic and office address at Binangonan, Rizal Proprietor/President/General Manager, Cliver Accitizen, single/married, resident of Binangonan,	and herein represented by
Proprietor/President/General Manager,	Rival haminofter referred to as the
tizen, single/married, resident of	, internation results
CONTRACTOR. WITNESSETH, That,	
COMPANY A PROVINCE Assess that are	rtain infrastructure works should be constructed in
mestant of the Sangguntang Panlalawigan Ordinance	No Rose 12 namely:
Improvement/Repair of Ynares Multip	purpose Covered Court/Stage at Brgy.
Lunead, Binangonan, Rizal	
WHEREAS the CONTRACTOR warranting	that it has the financial and, technical competence
the table of a share and influentemeture provice had be	have decisied as the Lowest Calculated Responsiv
o'd in a mablic hidding hold lost ## BFBBEY / a Gb	has accepted and binds agent to undertake
he construction and completion of the above said in	afractructure works strictly in accordance with th
consideration of the amount of Nine Hundred	Elebters Thousand Eight Pesos and 90/
consideration of the amount of	(P 918,008,90), Philippine Currency.
	(P 510 good 50), I amppine Curany
Documents, Approved Plans, Program of Works and Contract, Supplemental or Bid Bulletins, if any, and 2016 Revised Implementing Rules and Regulations of	Specifications, General and Special Conditions of d supporting/related documents as required by the Republic Act No. 9184 and are integrated herewith
Documents, Approved Plans, Program of Works and Contract, Supplemental or Bid Bulletins, if any, and 2016 Revised Implementing Rules and Regulations of	Republic Act No. 9184 and are integrated herewith
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Documents, Approved Plans, Program of Works and Contract, Supplemental or Bid Bulletins, if any, and 2016 Revised Implementing Rules and Regulations of and incorporated berein by way of reference, namely: a. SP Ordinance No	ays, in accordance with the provisions of the Bridge Specifications, General and Special Conditions of supporting/related documents as required by the Republic Act No. 9184 and are integrated herewith the ments/statements contained in the winning
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3. The PROVINCE bereby 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 based by the parties, subject of this Agreement as a contract price at the time and in the

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

(P 918,008,90

), Philippine

Nine Hundred Eighteen Thousand Eight Fosos and 90/100

Q,

- 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 Fundred Seventy Five Thousand Four Hundred.

 Two Penos and 67/400

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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 chiration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, 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-with 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 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 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 42 day of at Antipolo City.

Oliver Aquino Construction

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Cliver aquino

Proprietor/Manager/President

By.

REBECCA A. YNARES Governor 🧖

WITNESSES

LOLIFA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Plane

HON, REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Marvila

Oliver Aquino

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/Repair of Ynares Sultipurpose Sovered Court/Stage at Brgy. Lunsad, Binangonan, Bizel

WITNESS MY HAND AND SEAL this RAZ # 8 2020 or _

Capitol, Antipolo City.

Doc No. Page No. Book No.

Series 20 🚉

for Angono Binangonan & Carcor

Extended until Juny 50, 2022 (by vidue of B V. 3790, September 28, 2021) Adm Matter 19-908

Roll of Atlameys No. 89250 PTR No. 171320747 Candlery 3, 2022 / Roze 16P Lifetimo Member No. 016632 / Riggs



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 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 Repult/Repainting of Ynares School Buildings at Ithan Flem, School, Brgy, Ithan, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

. .

Authorized Signature: Name of the Representative of the Bidder

Lacknowledge receipt of this Notice on

LAURO A TERIADAS

CONTRACT AGREEMENT (

KNOW ALL MEN BY THESE PRESENTS:

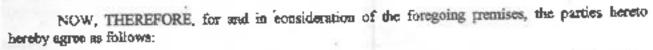
This AGREEMENT made and entered into by and between:

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, Antipole City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and

Kit Ubiadas Constru	ction Corp a sole	e proprietorship/private corporation, duly
organized and existing under the l and office address at	THORIGORNAL ANDRE	hilippines, with principal place of business and herein represented by its
Proprietor/President/General Mar citizen, single/married, resident	nager, Lauro ne dolana	4
CONTRACTOR. WITNESSETT		/4

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 2283 Rese 12 namely:

Repair/Repainting of Yheres School Buildings at Ithan Elem. School, Bryy. Ithan, Sinangonen, Rizal



- 1. The whole works subject matter of this Agreement shall be completed within Ninety (90) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - n. SP Ordinance No. 2PSB Res. 12
 - b. Cartificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latest 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 in pay the CONTRACTOR the gnount of PESOS

 Two Million Five Hundred Thirty Thousand Five Hundred Seventy Eight Fedos

 and 97/100

 (P 2,530,578.97), 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 master 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 Fifty Nine Thousand One Hundred Three Pesos and 69/100

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."

- 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;
- In this words and expressions shall have the same meanings as respectively assigned to them. in the conditions of the commet 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 srising from the implementation of this Agreement shall be submitted to erbetrators 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.

Kit Didadas Construction Corp.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Hv

soul

By:

5

Lauro M. Ubiadas

Proprietor/Manager/President

HEBECCA A. YNARES
Governor 9

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITYGORO, RIZARDO) S.S.

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

Name/Entity

HON REBECCA A. YNARES

Valid ID Presented

Date

Place

Annual Control of the Control of the

Padaport No. P8239281A

August 5, 2028

Manila

L uro Me Ubindas

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 dood 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:

Repair/Repainting of Teares School Suildings at Ithen School,
Bray. Ithen, Binangonan, Risel
WITNESS MY HAND AND SEAL this MAR 0 8 2022y of ______, at Rized Provincials

Capitol, Antipolo City.

Doe No. 74 Page No. 16

Bock No. 4

Series 20 23

present

- Carl

NCTARY PUBLIC for Angeno, Binangenan & Cardona all NOTARX RUBBICRIZAL

Extended until John 33, 2022 (by virtue of B.M. 3795, September 28, 11) Adm. Matter 19-906

Rall of Altomeys No. 69250 918 No. 17132074 / January 3, 2022 / F 9.1 Chairle Marriset No. 018532 / F



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

08 March, 2022.

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engt. Villaroman:

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

Construction of Covered Pathwalk at Barus-Pinagay Elem, School (One Yndres Annex), Brgy, San Salvador, Barus, 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 ...

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

7 (0.200)

RENATO C. VILLAROMAN

CONTRACT AGREEMENT -

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
evicting 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 and office address at	the laws of the Republic of the Phili	propriet ippines, and	etorship/private corporation, s, with principal place of bus herein represented by	ipal place of business epresented by its
Proprietor/President/General citizen, single/married, resid CONTRACTOR, WITNESS	Manager, Renato Villaroman ient of Baras, Rizal		hereinafter	legal age, Filipino referred to as the
WHEREAS, the PRO pursuant of the Sangguntang	OVINCE declares that cortain infrast Panialawigan Ordinance No ***********************************	No.	e works sho	uld be constructed in namely:

Construction of Covered Pathwalk at Beres-Pinugay Elem. School (One Ynares Annex), Brgy. San Salvader, Baras, 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 **Fourier 7**, 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 **Constitution Constitution Constituti**

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. 9134 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPEB 12
 - 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 winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Gulletin
 - 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 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 One Million Seventy Three Thousand Two Hundred One Pesos and 15/100 (P_1.073,201.18), Philippine

Currency. != 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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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Bundred Twenty One Thousand Nine Bundred (P 321,960.35)

 Sixty Pesos and 35/100

 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 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 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 Antipole, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Lord Suilders Entity/Firm/Corporation By: By: REBECCA A. YNARES Governor 9 Proprietor/Manager/President WITHESSES B. DEGUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CATY DOOD, Right) \$ 5. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity Passport No. P8239281A August 5, 2028 Manile HON, REBECCA A. YNARES 119-041-448 Renato Villarozan All known to me and to me known to be the same person's who executed the foregoing instrument and This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

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

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

Construction of Covered Pathwalk of Bares-Finusay Elem. School (One Tuares hones), Brgy, San Salvador, Barno, Mizel

WITNESS MY HAND AND SEAL thisday	of at Rizal Provincial Capitol,
Antipolo City.	ATT ANNA MARIE L. SANTOS
Doe No. 71	NOTARY PUBLIC for Angono, Binangopea & Carpopa
Page No. 16 Book No. 4	NOTARY RUBBIC NOE OF BIZAL
Series 20_23.	Extanded until June 30, 2022 (by virtue of B.M. 3705, September 23, 2021)
	Adm. Matter 19-006 Roll of Attorneys No. 69250
	PTR No. 17132014 : Canuary 3, 2027 (Riz.)

SP Lifetime Meinder No. 013633 - i zal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 2022.

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

Dear Mr. Francisco.

The attached Contract Agreement having been approved, notice is hereby given to N. FRANCISCO CONSTRUCTION—that work may proceed on the Impro. of School Bidg, at Painaan Elem. School-Heroes Ville Annex, Brgg. Pinugay. Boras, Rizal effective on the day you received this Nonce to Proceed.

Open 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:

NOVENCIO I. 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 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

N. Francisco Construction	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic and office address at Morong, Rizal Proprietor/President/General Manager, Novencio	and besein represented by as
citizen, single/married, resident of Horon, CONTRACTOR, WITNESSETH, That,	likel , heremafter referred to as the
WHEREAS, the PROVINCE declares that c pursuant of the Sangguniang Panlalawigan Ordinano	ertain infrastructure works should be constructed in the No. RFSB Res. 12 namely:
Improvement of School Bldg. at Fair Brgy. Finugey, Barse, Risel	mann Mlow. School-Heroes Ville Annex,

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 February 7, 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Six Hundred Fifty Three Thousand Six Hundred Seventy

Nine Pesos and 65/100 (P 653,679.65), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Forty Five (http://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 Bulletius, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. 12
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addeada 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 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 PROVENCE hereby covenants to pay the CONTRACTOR the amount of PESOS tix fundred Fifty Three Thousand Six Hundred Seventy Nine Pesos and 65/100 (P 653,679.65), 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;





- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Rundred Rinety Six Thousand One Handred Three Pesos and 90/100 (P 196,103.90

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 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. P. 1 6 3 11.7

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

N. Francisco Construction Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Propriesor/Manager/President

By:

REBECCA A. YNARKS Governor

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO GIEVONO, RIZAL

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

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Novembio Francisco

100-1-1-101

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

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

Improvement of School Bldg, at Permaon Blan. Behool-Haroes Ville Sames, Srgy. Pinugay, Baras, Ricel

WITNESS MY HAND AND SEAL this MAR 0 8 2022y of Antipolo City.

Doc No Page No. Book No. Series 20 23 at Rizal Provincial Capitol,

ATTY, ANNA MARIE 1. SANTOS NOTARY PUBLIC

for Annono, Binangonas & Cartona NOTARY PUBLISHED OF RIZAL

Extended until June 62, 2022 (by chius of 5 th, 3795, Sontember 28, 2021) April, Matter 19,008 Roll of Attorneys No. 69250

ATR No. 1715/2074 / January 3, 2022 / Rist. 37 Lifetime Member No. 016632 · Rizel



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 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 IARD BUILDERS—that work may proceed on the Impres of Ynares Multi-Purpose Covered Court at Baras Sentor High Sch.l, Brgy.San Juan. Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on:

Authorized Signature.
Name of the Representative of the Hidder:

RENATO/O VILLAROMAN

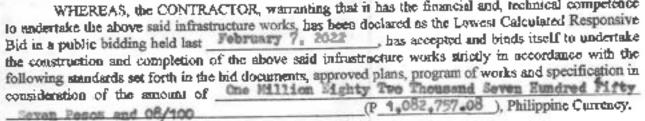
CONTRACT AGREEMENT 7

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

Lard Builders organized and existing under the laws of	, a sole proprietorship/private corporation, duly the Republic of the Philippines, with principal place of business
and office address at Baras,	Risal , and herein represented by its
Proprietor/President/General Manager,	Renato Villaromen , of legal age, Filipino
citizen, single/married, resident of	aras, Kizal , hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	1911
DUMBELO AL DROVINICE A	clares that certain infrastructure works should be constructed in
pursuant of the Sangguntang Panlalawig	an Ontinance No. 2938 No. 12 namely:
pursuant of the Sangguntang Panlalawig	Itipurpose Covered Court at Baras Senier Righ



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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated berein by way of reference, namely:
 - a. SP Ordinance No. IIPSB No. 12
 - 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
 - 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 mis Agreement in conformity with the province of the Contract,

One Million Eighty Two Thousand Sevan	Sundred Fifty Seven Pesos and 08/100
	(P 1,082,757,08), Philippine
Currency, in consideration of the construction and	I only upon completion of the infrastructure works
manner prescribed by the Contract and specified in the	is Agreement as a contract price at the time and in the



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Fundred Twenty Four Thousand Eight Hundred (P 324,827,42 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;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period:
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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







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

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

Jurisdiction over civil cases or 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.

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY S.S.

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

Name/Entity Valid ID Presented Date Place
HON REBECCA A. YNARES Passport No P\$239281A August 5, 2028 Manila

8enato Villarousa 119-041-448

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

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

Improvement of Ynares Multipurpose Covered Court at Bares Senior High School, Brgy. San Juan, Baras, Rizal

Senool, praye san ount,	
WITNESS MY HAND AND SEA! thisday of	at Rizal Provincial Capitol,
Antipolo City.	ATTY ANNA MARIE L. SANTOS NOTARY PUBLIC
Page No. 19 Book No. 4 Scritta 20 28	for Angono, Binangonan & Cardona NOTARY PUBLICCE OF RIZAL Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021 Adm. Matter 19-000 Roll of Attorneys 73, 69250 PTR No. 17132074 / January 3, 2022 / First IBP Lifetime Member No. 019532 / Nicol



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 2022

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

Dear Mr. Magnot

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION—that work may proceed on the Repair/Repainting of Ynares School Bldgs. At Exedus Elem. School, Brgg. San Juan, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

NILO C. MAGNO

KNOW ALL MEN BY THESE PRESENTS:

This AGREPMENT made and entered into by and between:

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

Transon Engineering Construct organized and existing under the laws of and office address at <u>Taytay</u> . Proprietor/President/General Manager, citizen, single/married, resident of	Rigal Danilo Magne	and herein represented by of legal age, Filipi hereinafter referred to as t	its
CONTRACTOR, WITNESSETH, That,	clares that certain infrasti	ructure works should be constructed Res. 12 namely:	įm
an Juan Coints Rizal		Exedus Elem. School, Brgy.	
WHEREAS, the CONTRACTO to undertake the above said infrastructure	R, warranting that it has the works, has been declared	the financial and, technical competer of as the Lowest Calculated Responsi	ve

Bid in a public bidding held last Pebruary 7, 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 One Hundred Eighty Thousand Eight Pundred Thirty Nine Pesos and 78/100 (P 1, 180, 839, 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 Sixty Four

 (64) 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. EFSB Res. 12
 - 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 winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - Addesda 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
 laser 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 one Hundred Eighty Thousand Eight Hundred Thirty Nine Peace and 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 Three Hundred Fifty Four Thousand Two Hundred Fifty One Pesos and 93/100

 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 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, minumum 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 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 restrution 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.

Jarisdiction 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.

Transon Indiacoring Construction

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VIOTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY/10000 SEE 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

Manda

onto Mano

1,43-151-291

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

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

Repair/Repainting of Ynares School Blogs, at Execus Blogs, taxone Blogs, School Bray. San Juen, Sainta, First

at Rizal Provincia

Doc No 96 Page No 8)

Bock No. ____ Series 20_22 ATTY, ARNA MARIE L "INTOS NOTARY PUBLIC for Angono, Binangonan & Cardona

all in NOTARY PUBLIC AL Extended until June 30, 2022

(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-008
Rolf of Attorneys No. 69250
PTR No. 17132074 / January 3, 2022 / Rizal
IBP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 2022

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

Dear Mr. Fermindoza:

The attached Contract Agreement having been approved, notice is hereby given to FERMINDOZA BUILDERS AND CONST. ENTERPRISE that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Exadus Elem. School, Brgy. San Juan, Calnia, 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

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3 (0)(1/3)

N. FERMINDOZA

CONTRACT AGREEMENT 9

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL existing under Republic Act No. 7160, with seat of a	government at the Rizal Provincial Capitol,
Circumfurential Road corner P. Oliveros St., Brgy. San Road GOVERNOR, HON. REBECCA A. YNARES, herein	odue. Antipolo City, represented in this act of
Persindes Suilders and Const. Spt.	sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the	and determ temesanous of the
Proprietor/President/General Manager, Mark Ferming	hereinafter referred to as the
CONTRACTOR. WITNESSETH, The.	
1.0	
WHEREAS, the PROVINCE declares that certain	infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinance No.	RPSB Hem. 12 Hallery
Repair/Repainting of Theres Bultipur;	one Savered Court at Excoun Diep.
School, Brgy. Can Juan, Caints, Rical	
the state of the s	to has the financial and technical competence
WHEREAS, the CONTRACTOR, warranting that to undertake the above said infrastructure works, has been	declared as the Lowest Calculated Responsive
Print Control & Middle & Build have the control of	has alteriable and office reserve
all a several production and completion of the grown spill IRIDE	difficulty with the state of the property of the state of
6. Il and a manufacture of footh in the hid documents supported	ing highs, independ of works and specimenton of
From M4114 and Thirtie	W Harbidhood I Abbert Tillage Tillochouse . T. c.
Hundred Twenty One Pesos and 95/100	(P 1,333,523.95), Philippine Currency.
NOW, THEREFORE, for and in consideration	of the foregoing premises, the parties hereto
bezeby agree as follows:	
1. The whole works subject matter of the	nis Agreement shall be completed within
(6E) calendar days.	in accordance with the provisions of the Did
Documents, Approved Plans, Program of Works and Spo	ecifications, General and Special Conditions of
Contract, Supplemental or Bid Bulletins, if any, and su	porting/related documents as required by
2016 Revised Implementing Rules and Regulations of Re	phone rice ito. From the det mangement
and incorporated berein by way of reference, namely:	
a. SP Ordinance No. HPSB Res. 12	
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 document	ts/statements contained in the winning
bidder/s two (2) bidding envelopes	
h. Bid Security	
 Addenda and Supplemental Bulletin 	
j. Notice of Award of Contract and the Contractor	r'a Conformity thereto
	the PROVINCE to the CONTRACTOR the
2. In consideration of the payment to be made b	and complete the infrastructure works subject of
tereor hereby covenants with the PROVINCE to construct	mid complete the intrastructure works suggest of
this Agreement in conformity with the province of the Con	masa,
3. The PROVINCE hereby covenants to pay	the CONTRACTOR the untowns of PESOS
One Million Three Hundred Twenty Three T	thousand alas undiren there's
and 95/100	(P 1,323,521,99), Philippine
Corrency, to consideration of the construction and only	upon completion of the infrastructure works
unless otherwise sexual by the parties, subject of this Ago	reement as a contract price at the time and in the
manner prescribed by the Contract and specified in the Bi	d and as agreed upon by the Contractor;
-0.000000 -0.000 ·	

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Ninety Seven Thousand Fifty Six Pesos and 59/100 (P 397,015,59)

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 exponse, 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 projudice 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 Antipole, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereanto signed this Agreement this HAR C & 1997 of at Antipolo City.

Fernindoza Builder and Conet. Ent.

RIZAL PROVINCIAL GOVERNMENT

Entity/Pirm/Corporation

By:

Fermindosa Proprietor Manager/President

DE GUZMAN

By:

REBECCA A. YNARES Governor

WITTNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITAGONO,

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

Name/Entity

Valid (D) Presented

Date

Place

HON, RESECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Маріва

Sark Fernindona

279-634-109

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

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

Repair/Repainting of Thates Hultipurpage Covered Court at Exedus Flem. School, Brgy. San Juon, Caints, Fizal

WITNESS MY HAND AND SEAL this MAR 8 8 1177-01 Capitol, Antipolo City.

at Right Provincial:

Doc No. Page No Book No.

Saries 20 22.

NOTARY PUBLIC for Angono, Binangonan & Cardena NOTARY PUBLICCE OF RIZAL Extended prill Jone 30, 2022 (by virtue of B Mr. 3795, Soptember 28, 2031 Adm. Matrol 53-008 Part of Attorneys No. 69250

T. ANNA MARIEL. SANTOS

FTR No. 17132074 / January 3, 2022 / R 1. Is the Member No. (13622 / R in



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

08 March, 2022

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

Dear Mr. Ubjadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP.—that work may proceed on the Const. of Ynares Stage at Catalino D. Salazar National High School, Brgg. Subay, Cardona, 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 ##

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder:

311000

LAURO A. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF R existing under Republic Act No. 7160, with seat Circumferential Road corner P. Oliveros St., Brgy. Seits GOVERNOR, HON, REBECCA A. YNARES, h	an Roque, Antipolo City, represented in this act by
Kit Objects Constitution Corp.	a sole proprietorship/private corporation, duly

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal and herein represented by its Proprietor/President/Comeral Manager, Lauro H. Ubiadas of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal herein referred to as the CONTRACTOR. WIFNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panialawigan Ordinance No. RPSB Res. 12 namely:

Construction of Ynares Stage at Cataline D. Saleser National Right School, Argy. Subsy, Cardona, Rival

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

- 1. The whole works subject matter of this Agreement shall be completed within the venty (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RS-3B Reas 12
 - 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 beduding all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Security.
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- in consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the 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 coverants it, pay the CONTRACTOR the amount of PESOS one Million Five Hundred Eighty Seven Thomsand Six Hundred Minety Seven Peace and 11/100 (P 1.587.697.11), Philippine Currency, is consideration of the construction and only upon completion of the infrastructure works unless otherwise beyond by the parties, subject of this Agreement as a contract price at the time and in the passmer prescribed by the Contract and specified in the Bid and at 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 Seventy Six Thousand Three Hundred

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

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

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

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

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;
- 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 (O 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 hereunto signed this Agreement this _____ day of at Antipolo City.

Kit Thindse Construction Corp.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Bv:

Lauro H. Ubiadas

REBECCA A. YI Governor

Proprietor/Manager/President

WITNESSES

LOLIDA BADE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CATAGORO, P

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A YNARDS

Passport No P8239281A

August 5, 2028

Manile

Louro Na Ubiadas

008-410-689

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

This instrument, consisting of three (3) pages uncluding 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 Yearss stage at Cataline D. Salamar National High School Brgy. Subsy, Cardona, Risal

WITNESS MY HAND AND SEAL this HAR 0 8 2022 of

at Rizal Provincedal

Capitol, Antipolo City

Doc No.

Page No Book No

Series 20 22.

present

RIE L. SANTOS NOTARY PUBLIC

NO APORTO BINANCIPA & Cardona NO APORTO BINCE OF RIZAL Extended until Jone 33, 2022

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

Roll of Attorneys No. 69250 PTR No. 17:320747 January 3, 2022 (1) IBP Lifetime Mamper No. 016832 (No.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 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 Repuir/Repainting of 2-Storey, 6-Rooms Ynares School Building at Patunhay-Catahan Elem. School, Cardona, 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 Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

02/07/2022# 13

CONTRACT AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the	and herein represented by its
Proprietor/President/General Manager, Fernando Aras citizen, single/married, resident of Binangonan, Sti	da of legal age, rinpino
CONTRACTOR, WITNESSETH, That,	the constructed in

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigan Ordinance No. RPSB Pos. 12 namely:

Repair/septinting of 2 storey, 6 rooms Ynares school Building at BatunnayaColahen Elem. School, Cardons, Rival

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 February 7, 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 ______ Che Hillion Four Hundred Ninety Thousand Seven ______, 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 11ty (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 berewith and incorporated herein by way of reference, namely:
 - a. SP Ordinanco No. RPSB Res. 12
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Octailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of laterest
 - 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 PROVENCE hereby covenants to pay the CONTRACTOR the amount of PESOS one Million Four Hundred Ninety Thousand Seven Buildred Pesos and 84/100

 (P 1,490,700,00), 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;



U

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 Forty Seven Thousand Two Hundred Ten Pesos and 25/100 (P 447,210,25

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 bis 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 cust 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 there in the conditions of the contract bereinsfler 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 forfaiture 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 (8 Poley of at Antipolo City.

Fine Construction Corporation

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Trada

By:

REBECCA A. YNARES
Governor #

Proprietor/Manager/President

1001

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO GITYONO, 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

Manifa

Fernindo Arada

007-03,-673

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

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

Repair/Repainting of 2 storey, 6 races Theres School Building at 2 tunboy-Galahan Elem, School, Cardona, Rizol

WITNESS MY HAND AND SEAL this MAR 0 8 2022 of

at Rizat Provincial

Capitol, Antipolo City.

Page No 13 Book No. 4

Series 20 23

ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC for Appoint. Binassance & Cantons

en in the PROVINCE OF RIZAL Extended until June 30, 2022 withs of 5.47, 3795, September 28, 2024

(by virtue of 5.t/, 3795, September 28, 2021) Adm. Matter 19-005 Refl of Attorneys No. 69250

PTR No. 17132074 / January 3, 2022 / 2017 IBP Utersite Meinber No. G16632 / Rizati



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 2022

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

Dear Mr. Rivera.

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Repair/Repainting of Ynarcs School Buildings at Jalajala Elem. School. Brigs. Ist District, Julajala, 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. YNARES

I acknowledge receipt of this Notice on:

310 100

Authorized Signature:

Name of the Representative of the Bidder:

EDAVEN B. REVERA

CONTRACT AGREEMENT 12

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a existing under Republic Act No. 7160, with seat of gove Circumferential Road corner P. Oliveros St., Brgy. San Roque	e. Antipolo City, represented in this act by
its GOVERNOR, HON, REBECCA A. YNARES, herein ref	ferred to as the PROVINCE; and
organized and existing under the laws of the Republic of the I and office address at Proprietor/President/General Managerons, Rizel citizen, single/married, resident of Edwin Idverse CONTRACTOR, WITNESSETH, That, Rorens, Rizel	le proprietorship/private corporation, duly Philippines, with principal place of business and herein represented by its of legal age, Filipino hereinafter referred to as the
WHEREAS, the PROVINCE declares that cortain in pursuant of the Sangguntang Panlalawigan Ordinance No.	frastructure works should be constructed in namely:
Repair/Repainting of Ynares School Buil School, Brgy. 1st District, Jalajala, Ri	
	plans, program of works and specification in mdred *1fty \$120, Philippine Characov.
Three Pesos and 83/100	the formation countries the parties hereto
NOW, THEREFORE, for and in consideration of hereby agree as follows:	the lotegoing premises, the passes and
1. The whole works subject matter of this calendar days, in Documents, Approved Plans, Program of Works and Specific Contract. Supplemental or Bid Bulletins, if any, and support 2016 Revised Implementing Rules and Regulations of Republication incorporated horein by way of reference, namely:	accordance with the provisions of the Blu- ications, General and Special Conditions of ortine/related documents as required by the
a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate	
d. Plana and Specifications e. Construction Schedule	
f. Request for Expression of interest	
g. Bidding Documents including all the documents/s	internents 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 Conferently thereto
 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;
 The PROVENCE hereby covenants to pay the CONTRACTOR the amount of PESOS

Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise toward by the parties, subject of this Agreement as a contract price at the time and in the meaner 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 Hundred Ninety Six Thousand Eight Hundred

Ton Pesos and 15/100 (P796,810.15)

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

- 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 curcumstances."
- 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

8

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.

DN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR B B 1988y of at Antipolo City.

Yakaler Construction & Supplies

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

Rivers

REBECCA A. YNARES
Governor

Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJABA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITYONO, Sizal) 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

Marila

Ldvin B. Rivera

428-018-900

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

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

Repair of Ynares School Buildings at Jalajala Elem. School, Brgy.

WITNESS MY HAND AND SEAL this MAR 0 8 2022 ay of

_, at Ring Provincial

Capitol, Antipolo City.

Doc No.

Page No. _____

Series 20 22

ATTY. ANNA MARIE L. SANTOS NOTARY PUBLIC

for An NOT ARY PUBLIC and one alk in the PROVINCE OF RIZAL

Extended until June 30, 2022 (by vidue of B.M. 3795, September 26, 2021) Adm. Malter 19-008

Roll of Attorneys No. 69259 PTR No. 17132974 / January 3, 2022 / Rozal IBP Lifetime Member No. 915632 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

08 March, 2022

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Repair/Repainting of Traces Multi-Purpose Covered Court and Ynares Stage at Jalajala Elem. School, Brgy. Ist District, Jalajala, 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:

3.10.202

EDWIN B. RIVERA

CONTRACT AGREEMENT (3

KNOW ALL MEN BY THESE PRESENTS:

This AGREPMENT 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. 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
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Merong.Rizal , and herein represented by its Proprietor/President/General Manager, Merong.Rizal , of legal age, Filipino citizen, single/married, resident of Morong.Rizal , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigun Ordinance No
Recair/h painting of Incres Eultipurpose Covered Court and Incres Stage at Jalejala Elam, School, Brgy. 1st District, Salajala, Rizel
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
and incorporated berein by way of reference, namely:
a. SP Ordinance No. <u>RFSB Res.</u> 12 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 Sulletin 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 latest 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 One Million Six Sundred Forty Eight Thousand One Handred Twelve Fesos and 90/10
(P 14000411230), rimppine
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

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

marmer prescribed by the Contract and specified to the Bid and at 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 Hinety Four Thousand Four Hundred Thirty Three Peson and 88/100 (P 494,435,88)

 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;
- 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 CONFRACTOR 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, faiture 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

3

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 becomes signed this Agreement this _______ ds at Antipolo City.

Pareler Construction and Supplies

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor 🇯

WITNESSES

LOLITA B. DE GUZMAN

MA, VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY⁹) 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

Edwin B. Rivera

425-018-900

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

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

Rapair/Repainting of Theres Rultipurpose Covered Court and Theres Stage of Julajala Blem. School, Brgy. 1st District, Jalajala, Bizal

WITNESS MY HAND AND SEAL this MAS OB 1822 Capitol, Antipolo City.

at Rizal Provincial

Doc No.

Page No. Book No.

Series 20 22

ANNA MARIE L. SANTOS NOTARY PUBLIC

for NOYARY PUBLIC Cardona all in the PROVINCE OF RIZAL Extended until time 30, 2022 (by withte of B.M. 3785, September 28, 2011)

Adm. Matter 19-006 Reli of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 - K --IBP Cifetere Mainber No. 616632 / Rive



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

08 March, 2022

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

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to CAMORI BUILDERS AND SUPPLY—that work may proceed on the Repair/Repainting of Stage at Tomas Claudio Mem. Elem. School, Brgy. San Juan, Marong, 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

I acknowledge receipt of this Notice on.

Authorized Signature: Name of the Representative of the Bidder JOMMEL G. SANTIAGO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

3 40 1 22 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	ernment at the Rizal Provincial Capitol e, Antipolo City, represented in this act by ferred to as the PROVINCE; and
Genori Builders and Supply , a so	le proprietorship/private corporation, dub
rganized and existing under the laws of the Republic of the laws of the la	hilippines, with principal place of busines and herein represented by it of legal age, Filipin
WHEREAS, the PROVINCE declares that cortain in	frastructure works should be constructed it
arsumt of the Sangguniang Paulalawigan Ordinance No. 🗵	ros neseta
er ir/her inting of Stage at Tomes Slau an Juan, Forceg, Rizal	dio hem. Slem. School Brey.
WHEREAS, the CONTRACTOR, warranting that it to undertake the above said infinstructure works, has been de Bid in a public bidding held last	has accepted and binds itself to undertail
the construction and completion of the above said infrastru- following standards set forth in the bid documents, approved	nione program of within alici alculionioni
special region of the amount of Four named and and	438,708,86), Philippine Currency
1. The whole works subject matter of this Forty Eight (48) calendar days, in Process Associated Plans Process of Works and Specific	accordance with the provisions of the D
1 The whole works subject matter of this	ications, General and Special Conditions orting/related documents as required by t
The whole works subject matter of this Porty Eight (48) calendar days, in Documents, Approved Plans, Program of Works and Specific Contract, Supplemental or Bid Bulletins, if any, and supplementing Rules and Regulations of Republic incorporated herein by way of reference, namely:	ications, General and Special Conditions of the burting/related documents as required by the
1. The whole works subject matter of this Porty Eight (48) calendar days, in Documents, Approved Plans, Program of Works and Specific Contract, Supplemental or Bid Bulletins, if any, and support 2016 Revised Implementing Rules and Regulations of Republic and incorporated herein by way of reference, namely: a. SP Ordinance No. EFEB Rule 12	ications, General and Special Conditions of the burting/related documents as required by the
The whole works subject matter of this Porty Eight (48) calendar days, in Documents, Approved Plans, Program of Works and Specific Contract, Supplemental or Bid Bulletins, if any, and supplementing Rules and Regulations of Republic incorporated herein by way of reference, namely:	ications, General and Special Conditions of the burting/related documents as required by the
1. The whole works subject matter of this Porty Eight (48) calendar days, in Documents, Approved Plans, Program of Works and Specificantest, Supplemental or Bid Bulletins, if any, and supplementing Rules and Regulations of Republication incorporated herein by way of reference, namely: a. SP Ordinance No	ications, General and Special Conditions or ting/related documents as required by the
1. The whole works subject matter of this Forty Eight (48) calendar days, in Documents, Approved Plans, Program of Works and Specificantest, Supplemental or Bid Bulletins, if any, and supported Revised Implementing Rules and Regulations of Republing incorporated herein by way of reference, namely: a. SP Ordinance No. FFEB Rule 12 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule	ications, General and Special Conditions or ting/related documents as required by the
1. The whole works subject matter of this Porty Bight (48) calendar days, in Documents, Approved Plans, Program of Works and Specific Contract, Supplemental or Bid Bulletins, if any, and support 2016 Revised Implementing Rules and Regulations of Republing incorporated herein by way of reference, namely: a. SP Ordinance No. FFEB Rule 12 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	accordance with the provisions of the Bications, General and Special Conditions orting/related documents as required by the Act No. 9184 and are integrated herewi
1. The whole works subject matter of this Porty Eight (48) calendar days, in Documents, Approved Plans, Program of Works and Specifications, Supplemental or Bid Bulletins, if any, and supplementing Rules and Regulations of Republication incorporated herein by way of reference, namely: a. SP Ordinance No. FFEB Rule 12 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. Hidding Documents including all the documents/s	accordance with the provisions of the Bications, General and Special Conditions orting/related documents as required by the Act No. 9184 and are integrated herewith
1. The whole works subject matter of this Forty Bight (48) calendar days, in Documents, Approved Plans, Program of Works and Specific Contract, Supplemental or Bid Bulletins, if any, and supplementing Rules and Regulations of Republing incorporated herein by way of reference, namely: a. SP Ordinance No	accordance with the provisions of the Bications, General and Special Conditions orting/related documents as required by the Act No. 9184 and are integrated herewith
1. The whole works subject matter of this Forty Eight (48) calendar days, in Documents, Approved Plans, Program of Works and Specific Contract, Supplemental or Bid Bulletins, if any, and supplementing Rules and Regulations of Republing incorporated herein by way of reference, namely: a. SP Ordinance No. FFEB Rue, 12 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. Hidding Documents including all the documents/s bidder/s two (2) bidding envelopes h. Bid Scourity	accordance with the provisions of the Bications, General and Special Conditions orting/related documents as required by the Act No. 9184 and are integrated herewi
1. The whole works subject matter of this Forty Bight (48) calendar days, in Documents, Approved Plans, Program of Works and Specific Contract, Supplemental or Bid Bulletins, if any, and supplementing Rules and Regulations of Republing incorporated herein by way of reference, namely: a. SP Ordinance No	ications, General and Special Conditions or tine in ications, General and Special Conditions orting/related documents as required by the Act No. 9184 and are integrated herewith the integrated herewith the integrated in the winning
1. The whole works subject matter of this Forty Bight (48) calendar days, in Documents, Approved Plans, Program of Works and Specific Contract, Supplemental or Bid Bulletins, if any, and supplementing Rules and Regulations of Republing incorporated herein by way of reference, namely: a. SP Ordinance No	accordance with the provisions of the B ications, General and Special Conditions orting/related documents as required by fi lic Act No. 9184 and are integrated herewi terements contained in the winning Conformity thereto the PROVINCE to the CONTRACTOR, for complete the infrastructure works subject
1. The whole works subject matter of this Porty Eight (48) calendar days, in Documents, Approved Plans, Program of Works and Specific Contract, Supplemental or Bid Bulletins, if any, and supplementing Rules and Regulations of Republing incorporated herein by way of reference, namely: a. SP Ordinance No	accordance with the provisions of the Dications, General and Special Conditions of the Dications, General and Special Conditions of the Dications, General and Special Conditions of the Act No. 9184 and are integrated herewise the Act No. 9184 and are integrated herewise the Act No. 9184 and are integrated herewise the Conformity thereto the PROVINCE to the CONTRACTOR, the complete the infrastructure works subject act;
1. The whole works subject matter of this Porty Eight (48) calendar days, in Documents, Approved Plans, Program of Works and Specific Contract, Supplemental or Bid Bulletins, if any, and support 2016 Revised Implementing Rules and Regulations of Republing incorporated herein by way of reference, namely: a. SP Ordinance No. RFEB Russ 12 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/s bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Centract and the Contractor's 2. In consideration of the payment to be reade by the laster hereby covenants with the PROVINCE to construct and	accordance with the provisions of the Bications, General and Special Conditions orting/related documents as required by the lic Act No. 9184 and are integrated herewith the act of the conformity thereto the PROVINCE to the CONTRACTOR, to complete the infrastructure works subject act;

- 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 Case Fundred Thirty One Thousand Six Hundred Twelve Pesos and 56/100 (P 131, 512, 56)

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 projudice 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;
- 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, faiture 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 by 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 become signed this Agreement this MAR 0.8 2022 of at Antipolo City.

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Jours Lantings

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor

WITNESSES

LOLITA B. DE GUZMAN

MA, VICTORIA B, TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid (D Presented

Date

Place

HON, REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

Joani Santiago

213-852-834

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 Stage at Tomas Clausio Mem. Slem. School, Srgy. San Juan, Morong, Rizal

WITNESS MY HAND AND SEAL this MAR D. 8 2011 of _Capital, Antipolo City.

at Rizal Provincial

Doc No. 92
Page No. 20
Book No. 4

Series 20 ...

NOTARY PUBLICIAL

(ey virial of 6.M. 3165, Sulumber 26, 8021) Apr. Maior 54006

Part (Abertions to a 1955) ong apit visit for Ellinguary 5, 2027, Rical plant and Common No. or 2832, Rical



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

08 March, 2022

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

Dear Mr. Bilog:

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

Construction of Covered Pathwalk at Bugarin National High School, Brgy, Halayhayin, 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,

REBECCA A. VNARES
Governor

Lacknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder

3 15 Page

02/07/3022# 15

CONTRACT AGREEMENT |S

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
mileties and Depublic Act Mp. 7160 with sent of government at the Kizai Provincial Capitot,
Circumferential Road corner P. Oliveres St., Brgy. San Roque, Antipolo City, represented in this act by
Chromiterential Road contain P. Universe St., pagy, San Roque, Philippine Co., and
its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

GROB Builders		, a sole propriet	orship/priva	te corporati	on, oury
organized and existing under the laws of and office address at Moronga	the Republic o	f the Philippines, and	Herein 10	Properties	-1
Proprietor/President/General Manager,	Gerald Ke	on EJ. Bilog	of	legal age,	rinpino
Assessment and the second seco		sal	nerematter	referred to	as unv
CONTRACTOR. WITNESSETH, That,	,				18

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordinance No. HOSB Bees. 12, s. 2021 namely:

Construction of Govered Pathwalk at Bugarin National Eigh School, Brgy. Halayhayin, Pililla, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the firmicial and, technical competence in maintake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last February 7, 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 art forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Nine Handred Hineteen Thousand Three and 94/100 (P 1,919,395,94), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shell be completed within Ninety Six (96) 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. RP58 Res. 12, 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
 - g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - 5. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Costract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the taster 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 knownt of PESOS one Million Nine Hundred Nineteen Thousand Three Hundred Ninety Five Pesos and 94/100 (P 1,919,395,94), 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 Pive Hundred Seventy Pive Thousand Sight Hundred (P 575, 818, 79)

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the centract 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.

G A builders

RIZAL PROVINCIAL GOVERNMENT

Entity/Firms/Corporation

By:

By:

3

Proprietor/Manager/President

WITNESSES

REBECCA A. YNARES
Governor

LOLITA BE DE GOZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITTORO, 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, REGECCA A, YNARES

Passport No P8239281A

August 5, 2028

Manile

Corold Kenn NJ. Bilog

All known to me and to me lonown 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 Commend Fathwalk at Eugerin Mational High School, Brgy. Bulryhayin, Pilills, Miss)

WITNESS MY HAND AND SEAL this MAR 0 8 2022 of Capitol, Antipolo City.

_, at Rizal Provincial

Box No 90

Page No. 19
Book No. 4
Series 20 22

NOTARY PUBLIC for Appono, Binangonan & Cardona NOTARY PUBLIC: OF RIZAL

Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-005

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



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 2022

MR. JOVITO L. LANSANG LANSANG CONSTRUCTION Marikina City

Dear Mr. Lansang:

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

Construction of Covered Pathwalk at Pililla Elem. School, Brgg. Hagambayan, 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,

JOVILO D

Very truly yours,

Governor The Governor

l acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

02/07/2022# 16

CONTRACT AGREEMENT //

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
	Language Construction 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 Marikina City and herein represented by its Proprietor/President/General Manager, Jovito L. Lansang of legal age, Filipino citizen, single/married, resident of Marikina City hereinafter referred to as the CONTRACTOR. WITNESSETH, That,"
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlolawigan Ordinance No. RPSB Res. 12 namely:
	Senstruction of Covered Pathwalk at Fililla Sless School, Brgy. Bagumbayan, Fililla, Rizal
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to malertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last February 7, 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 to consideration of the amount of the Million Seven Hundred Forty Three Thousand Four Hundred Sixty Nine Feeds and 79/100 (P 1,745,469,79), Philippine Correccy.
/	hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Einty Occuments, 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. IPSB Res. 12
-	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 belieding all the documents/statements contained in the winning
	bidder/s two (2) bidding envelopes b. Bid Security
	i. Addenda and Supplemental Sulletin
	j. Notice of Award of Contract and the Contractor's Conformity thereto
	The second secon
	 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latest 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 notes otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

passurer 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;

4

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 Three Thousand Forty Pesos and 94/100 (P 523,040.94

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 hereinefter 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

Q

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.

10

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 amplementation 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.

Laneung Construction

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

iovito & laneang

Proprietor/Manager/President

By:

REBECCA A. YNARES

WITNESSES

LOLITA B. DE GUZMAN

MA, VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CKTYONO, RIZEL 18.S.

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

Name/Entity

Valid IID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. 98239281A

August 5, 2028

Manda

Jovito L. Lensang

100-146-633

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

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

Construction of Covered Court at Filillo Llam. School, Bray. Bagumbayan, /

WITNESS MY HAND AND SEAL this MAR DE Coday of

Capitol, Antipolo City

Doc No. 69 Page No. 15

Book No. 4

Senes 20 22

____ at Rizal Broxingia

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

NOTARY PUBLICE 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 / F.T. EP Lifetime Member No. 016632 / R. . .



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

08 March, 2022

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Repair/Repainting of Ynares School Buildings at Malaya Elem. School, 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,

Governor ANARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3 10 202

ROWIN B. RIVERA

CONTRACT AGREEMENT 13

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capit Circumferential Road owner P. Olivoros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	noi,
Valuation, Host Residences and Symplica , a sole proprietorship/private corporation, or	luly

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, Edwin B. Rivara of legal age, Filipino citizen, single/married, resident of Morong, Rizal hereinafter referred to as the CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that pertain infrastructure works should be constructed in pursuant of the Sangguntary Panlalawigan Ordinance No. RPSB Rec. 12 namely:

Repair/Repainting of Ynares School Huildings at Maleya Elem. School, Brgy. Halaya, Pililla, Rizal

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 two Hundred Pifteen (215) 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 berein by way of reference, namely:
 - a. SP Ordinance No. RPSB 200. 12
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Security
 - Addenda and Supplemental Bulletin
 - 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 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 covenan	ts to pay the CONTRACTOR the amount of PESOS sousand five Hundred Ninety Seven Pesos and
31/100	(P 6,520,597,57), Philippine
unless otherwise agreed by the parties, subject	and only upon completion of the infrastructure works of this Agreement as a contract price at the time and in the d 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 Hillion Nine Hundred Fifty 5ix Thousand One Hundred Seventy Nine Pesos and 19/100 (P 1.956.179.19)

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

- 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 coropensatory 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 aforestentioned 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 hereinables 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 behaviry Arbitration Commission to resolved shall be



the Bidding Documents;





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

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

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

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

Yakaler Construction a Supplies

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Rivera

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor 🥗

WITNESSES

LOLITA BODE GUZMAN

MA, VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO OTTYTO, I) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Edwin de Rivers

428-018-900

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

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 Trares School Suildings at Kalaya Elem. School, Brgy. Halaya, Pililla, Rizal

WITNESS MY HAND AND SEAL this MAR 0 8 2022 Capitol, Antipolo City.

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

INA MARIE L. SANTOS NOTARY PUBLIC

NOTARY PUBLICOF 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 IBP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 2022

MR. GERALD KENN S.F. BILOG GKB BUILDERS Morong, Rizal

Dear Mr. Bilog:

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

Repair/Repainting of Ynarex Multi-Purpose Covered Court at Gen. Licerio Geronimo Mem. National High School, Brgy. Geronimo, Rodriguez, 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:

3 10-0690

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

ts GO	iferential Road corner P. Oliveros S	with seat of government at the Rizal Provincial Capitol, St., Brgy. San Roque, Antipolo City, represented in this act by NARES, herein referred to as the PROVINCE; and
	GKB Builders	a sole proprietorship/private corporation, duly
and Propri citizen	red and existing under the laws of to	he Republic of the Philippines, with principal place of business Rizal and herein represented by its Gerald Kenn SJ. Bilog of legal age, Filipino forcing, Rizal hereinafter referred to as the
MITSILE	nt of the Sangguatung Puntaleurga	lares that certain infrastructure works should be constructed in a Ordinance No. 1238 Bees. 12 namely:
Gere	Repair/Rapointing of Near clas Ness, Estional High Sch	es Multiposposo Covered Court at Gen Misoria coll Prgr. Servatmo. Bocrigues, Risal
Bid in he co	ertake the above said infrastructure a public bidding held last <u>Febru</u> astruction and completion of the a	warranting that it has the financial and, technical competence works, has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake bove said infrastructure works strictly in accordance with the currents, approved plans, program of works and specification in
annai a	brother of the emount of The	o Million dix handred Forty Seven Thousand One (P 3.647.108.37), Philippine Currency.
1100	Gred bagne reads for My for	(1
	1. The whole works subject	matter of this Agreement shall be completed within
Docum Contra 2016	netty nents, Approved Plans, Program of	matter of this Agreement shall be completed within a calendar days, in accordance with the provisions of the Biof Works and Specifications, General and Special Conditions of if any, and supporting/related documents as required by the egulations of Republic Act No. 9184 and are integrated herewith use, namely
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Docum Contra 2016	netty nents, Approved Plans, Program of set, Supplemental or Bid Bulletins Revised Implementing Rules and Re corporated herein by way of referen a. SP Ordinance No. Rest Res b. Certificate of Availability of F c. Scope/Program of Work and D	calendar days, in accordance with the provisions of the Did f Works and Specifications, General and Special Conditions of i, if any, and supporting/related documents as required by the egulations of Republic Act No. 9184 and are integrated herewith ace, namely: 12 13
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Docum Contra 2016	nents, Approved Plans, Program of set, Supplemental or Bid Bulletins Revised Implementing Rules and Recorporated herein by way of reference. a. SP Ordinance No. RPSB Res. b. Certificate of Availability of F. C. Scope/Program of Work and D. d. Plans and Specifications of Construction Schedule.	calendar days, in accordance with the provisions of the Diff Works and Specifications, General and Special Conditions of if any, and supporting/related documents as required by the egulations of Republic Act No. 9184 and are integrated herewith ice, namely: 1.2 unds Detailed Estimate
Docum Contra 2016	nents, Approved Plans, Program of set, Supplemental or Bid Bulletins Revised Implementing Rules and Recorporated herein by way of reference a. SP Ordinance No. RPSB Rules and Certificate of Availability of Fig. Scope/Program of Work and Ed. Plans and Specifications e. Construction Schedule f. Request for Expression of Integ. Bidding Documents including bidder/s two (2) bidding envel) calendar days, in accordance with the provisions of the bit f Works and Specifications, General and Special Conditions of if any, and supporting/related documents as required by the egulations of Republic Act No. 9184 and are integrated herewith the namely. 1.2 Funds Detailed Estimate rest all the documents/statements contained in the winning
Docum Contra 2016	nents, Approved Plans, Program of act, Supplemental or Bid Bulletins Revised Implementing Rules and Recorporated hereis by way of reference. a. SP Ordinance No. RPSB Res. b. Certificate of Availability of F. c. Scope/Program of Work and E. d. Plans and Specifications of Construction Schedule f. Request for Expression of Integ. Bidding Documents recluding bidder/s two (2) bidding envel b. Bid Scourity	calendar days, in accordance with the provisions of the Did f Works and Specifications, General and Special Conditions of if any, and supporting/related documents as required by the egulations of Republic Act No. 9184 and are integrated herewith the, namely 1.2 unds Detailed Estimate rest all the documents/statements contained in the winning opes
Docum Contra 2016	nents, Approved Plans, Program of set, Supplemental or Bid Bulletins Revised Implementing Rules and Recorporated herein by way of reference a. SP Ordinance No. Residence a. SP Ordinance No. Residence b. Certificate of Availability of Fee. Scope/Program of Work and Ed. Plans and Specifications b. Construction Schedule f. Request for Expression of Integ. Bidding Documents including bidder/s two (2) bidding envel b. Bid Security i. Addenda and Supplemental Bu	calendar days, in accordance with the provisions of the Did f Works and Specifications, General and Special Conditions of if any, and supporting/related documents as required by the egulations of Republic Act No. 9184 and are integrated herewith the, namely 1.2 unds Detailed Estimate rest all the documents/statements contained in the winning opes
Docum Contra 2016 and in	nents, Approved Plans, Program of set, Supplemental or Bid Bulletins Revised Implementing Rules and Recorporated herein by way of reference a. SP Ordinance No. Real Recorporated herein by way of reference b. Certificate of Availability of F. Scope/Program of Work and E. d. Plans and Specifications b. Construction Schedule f. Request for Expression of Integ. Bidding Documents including bidder/s two (2) bidding envel b. Bid Security i. Addends and Supplemental But j. Notice of Award of Contract a.) calendar days, in accordance with the provisions of the Did f Works and Specifications, General and Special Conditions of it is any, and supporting/related documents as required by the egulations of Republic Act No. 9184 and are integrated herewith the, namely 12 unds Detailed Estimate rest all the documents/statements contained in the winning opes dietin and the Contractor's Conformity thereto em to be made by the PROVINCE to the CONTRACTOR, the ICE to construct and complete the infrastructure works subject of

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Winety Four Thousand One Hundred Thirty Two Pesos and 51/100 (P 1.094.132.51)

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cast of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's beaith 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 fall and on time, failure to do so will emitte the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR 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 bereunto signed this Agreement this MAR 08 12 May of at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:
By:
REBECCA A. YNARES
Governor

WITNESSES

LOLITA BODE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITTO DO REZEL S.S.

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

Name/Entity Valid ID Presented Date Place

HON. REBECCA A YNARES Passport No P\$239281A August 5, 2028 Manila

there 1 d team J. Biles 196-517-172

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 Theres Multipurpose Covered Court at Gen. Licerio Geronimo Nem. N tional High School, Brgy. Geronimo, Redriguez, Rigal

OBIGILINO STORE 11 SECOND STORE STOR	
WITNESS MY HAND AND SEAL this MAR 0 8 2827 of	, at Rizal Provincial Capito
Antipolo City	ATTY, ANNA MARIE L. SANTOS
Doc No 87 Page No. 19	NOTARY PUBLIC NOTARY PUBLIC OF PIZAL

Page No. 19
Book No. 4
Series 20 22
Extended unfil June 30, 2022
(by virtue of B.M., 3795, September 28, 2021)
Adm. Matter 19-036
Roll of Attorneys No. 69250

PR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

08 March, 2022

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

Dear Mr. Bilog:

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

Improvement of Ynares Multi-Purpose Covered Court at Gen. Licerio Geronimo Mem. National High School, Brgy. Geronimo, Rodriguez, 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. YNABES
Governor

Lacknowledge receipt of this Notice on:

347.1-30.35

Authorized Signature

Name of the Representative of the Bidder:

GERALD RENN SJ. BILOG

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	ECCA A_YNARES, herein referred to as the PROVINCE; and
G & Builders	a sole proprietorship/private corporation, d
reanized and existing under the	is laws of the Republic of the Philippines, with principal place of busit
nd office address at	forong, Missel and beroin represented by
Proprietor/President/General N	Manager, Carald Renn SJ. Bilog of legal age, Filip
itizen, sinale/married, reside	at of Borong, Risal , beginnafter referred to as
CONTRACTOR, WITNESSE	TH, That,
WHEREAS, the PROV	VINCE declares that certain infrastructure works should be constructor
pursuant of the Sangguntang Pa	milalavigan Ordinance No. BP68 Res. 12 namely:
ingrovement of Yr	wres Bultipurpose Covered Court at Sen Licerio Geron
er. Battonel Migh School	al, Srgy. Geronimo, Modridues, Risal
	- company that is has the financial and technical compete
WHEREAS, the CON	TRACTOR, warranting that it has the financial and, technical compete
to undertake the above said int	rastructure works, has been declared as the Lowest Calculated Respon
Bid in a public bidding held la	st Fabruary 7, 2022 , has accepted and binds itself to under
the construction and completic	on of the above said infrastructure works strictly in accordance with
following standards set forth in	the bid documents, approved plans, program of works and specification
amaidmention of the amount	of Two Million Five Number olaty beven industria in
Hundred Eighty Seven Pe	ence and 32/100 (P 2,567,387,32), Philippine Curren
NOW, THEREFORE,	for and in consideration of the foregoing premises, the parties he
	for and in consideration of the foregoing premises, the parties he
NOW, THEREFORE, hordby agree as follows:	for and in consideration of the foregoing premises, the parties he
horeby agree as follows:	190
horeby agree as follows:	es subject matter of this Agreement shell be completed with
horchy agree as follows: 1. The whole work	is subject matter of this Agreement shell be completed with the provisions of the
1. The whole work	is subject matter of this Agreement shell be completed with the provisions of the Program of Works and Specifications, General and Special Condition
1. The whole work Birty Documents, Approved Plans, Contract, Supplemental or Bir	subject matter of this Agreement shell be completed with the provisions of the program of Works and Specifications, General and Special Condition of Bulletins, if any, and supporting/related documents as required by
1. The whole work Sixty Documents, Approved Plans, 1 Contract, Supplemental or Bio 2016 Revised Implementing R	subject matter of this Agreement shell be completed with the provisions of the program of Works and Specifications, General and Special Condition d Bulletins, if erry, and supporting/related documents as required by ules and Regulations of Republic Act No. 9184 and are integrated here:
1. The whole work Birty Documents, Approved Plans, Contract, Supplemental or Bir	subject matter of this Agreement shell be completed with the provisions of the program of Works and Specifications, General and Special Condition d Bulletins, if erry, and supporting/related documents as required by ules and Regulations of Republic Act No. 9184 and are integrated here:
1. The whole work Sixty Documents, Approved Plans, 1 Contract, Supplemental or Bir 2016 Revised Implementing R and incorporated herein by way	cs subject matter of this Agreement shell be completed with the provisions of the Program of Works and Specifications, General and Special Condition d Bulletins, if early, and supporting/related documents as required by ules and Regulations of Republic Act No. 9184 and are integrated here; of reference, namely:
1. The whole work 1. The whole work Sixty Documents, Approved Plans, 1 Contract, Supplemental or Bir 2016 Revised Implementing Reand incorporated herein by way a. SP Ordinance No	cs subject matter of this Agreement shell be completed with the provisions of the Program of Works and Specifications, General and Special Condition d Bulletins, if cry, and supporting/related documents as required by ules and Regulations of Republic Act No. 9184 and are integrated here y of reference, namely:
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- 4. The CONTRACTOR warrants that he has not given nor proraised 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 Seventy Thousand Two Hundred Sixteen Pesos and 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;
- 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 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 to 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 19 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/atl 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.

Win Builders

RIZAL PROVENCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

Gerald Jan J. Biles Proprietor/Manager/President

REBECCA A. YNARES Governor Pl

WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No P8239281A

August 5, 2028.

Manila

Ceruld Kann SJ. Bilog

196-519-303

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 voluntury 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 Theres Multipurpose Covered Court at Com. Liceria Germanica Rem, Satismal Righ School, Brgy, Geronino, Rodriquez, Rizai

WITNESS MY HAND AND SEAL this MAR 0 8 2022y of

Capitol. Antipolo City. Doc No.

Page No. Book No.

Series 20 22

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 2022

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

Dear Mr.:

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 Riprap at Sapang Laba Creek, Abuah, Brgy. Dutong Bayan 2, San Matco, 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

VICTORIANO L. ADA

CONTRACT AGREEMENT 10

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of and office address at Las Pin	as City, and	nerein represented by its
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR. WITNESSETH, That,	Las Pines City ,	of legal age, Filipino hereinafter referred to as the
WHEREAS, the PROVINCE decoursuant of the Sangguniang Panlalawiga	clares that certain infrastructure on Ordinance No. 37, 8, 202	works should be constructed in namely:

Construction of Stone Masonry Piprep at Sepang Lavo Creek, Abusb, Brgy. Follong Sayan 2, San Meteo, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to ordertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 7 Sebruary 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 Flfty-Eight Million Six hundred Twenty-Eight Thousand Two thirdred Thirty-Five Pason 4 62/100 (P 58,628, 235.62), 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 Eighty (280) 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 Roles and Regulations of Republic Act No. 9184 and are integrated between 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
 - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Builterin
 - 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 inner 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 Fifty-Eight Million Six Hundred Twenty-Eight Thousand Two Hundred Thirty-Five

 Pesos & 62/100 (P58, 628, 235.62), Philippine Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise based by the parties, subject of this Agreement as a contract price at the time and in the moment 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 Seventeen Million Five Hundred Eighty-Eight

 Thousand Four Hundred Seventy Pesos 6 69/100 (P17,588,470.69)

 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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W

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

lurisdiction 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.

RIZAL PROVINCIAL GOVERNMENT THERE W BUILDERS, INC. Entity/Firm/Corporation By: Proprietor/Manager/President WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ONO. Rizel) \$.5.

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

Passion No. P8239281A

August 5, 2028

Manila.

VICTORIANO ADA

TII 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

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 Stone Mesonry Riprep at Sepang Labo Creek, Abush, Brgy. Lulong Bayan 2, San Mateo, Rizel

WITNESS MY HAND AND SEAL this 100 100 day of Capitol, Antipolo City.

Dec No Page No Book No

Series 20 22

Sinangopan & Cardona Royllice OF RIZAL Extended upof Jode \$0, 2022 (by vidue of B 04, 3795, September 28, 000 Adm. Matter 19 996 Roll of Altorneys No. 59250 PRR No. 17452974 / January 3, 2027 15 BP Ufeenie Member No. 019632 1960



Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 2022

MR, CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manija

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Construction of Stone Musonry for Side Protection (Partion) along Nangka River Purok 3, Brgy. Silangan, Nan Mateo, 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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3-01-29-20

CLARENCE C. CACHO

02/02/2022# 21

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

wietin	The PROVINCIAL GOVERNMENT OF REgunder Republic Act No. 7160, with seat of	of government at the Rizai Provinciai Capitol,
Vincener.	ferential Road corner P. Oliveros St., Bray, Sat	n Roque. Antipolo City, represented in this act by
ts CO	VERNOR, HON. REBECCA A. YNARES, he	erein referred to as the PROVINCE; and
500		
	nrol Construction	a sole proprietorship/private corporation, duly
organi	zed and existing under the laws of the Republic	of the Philippines, with principal place of business
and	office address at Pasig City	, and herein represented by its
Proprie	doc/President/General Manager, Clarence	Cacho , of legal age, Filipino
المحييية	, Single-interior, Ibatelett of	, hereinafter referred to as the
CONT	TRACTOR, WITNESSETH, That,	
	ARTERIOR AS ARRANGED AS A SECOND AS A SECO	to be foremented and should be constructed in
	WHEREAS, the PROVINCE deciares that on	rtain infrastructure works should be constructed in namely:
pursua	nt of the Sangguntang Panlalawigan Ordinance	NO.
	Construction of Stone Masonry for	Side Protection (portion) slong
	Nangta River Purck 3, Brgy. Bilans	gon, Can Hateo, Risal
	WHEREAS, the CONTRACTOR, warranting	that it has the financial and, technical competence
to und	lastales the charm said infractmenture works has h	seen declared as the Lowest Calculated Responsive
Ph: 3 1-	a multip hidding hald last #80Tubry (4 6	has accepted and binds lisely to undertake
4	the state of the shows said in	Sectoroture works strictly in accordance will the
follow	ring standards set forth in the bid documents, app	proved plans, program of works and specification in illien Five Hundred Seven Thousand Six
consid	deration of the amount of Sixty Eight N	illion five Hundred Seven Industri
Hur	dred Mitteen Peres and 28/100	(P 68,507,645,28), Philippine Currency.
hereby	NOW, THEREFORE, for and in considerate agree as follows: 1. The whole works subject matter of calendar discovering and c	f this Agreement shall be completed within
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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 Million Five Hundred Fifty Two Thousand Two Hundred Eighty Four Penos and 58/400 (P20,552,284,58)

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

- 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 AJI 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 of 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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the Bidding Documents;

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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 21 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 Agreement this day of at Antipolo City.

Anrel Construction

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

- 11-1

By:

REBECCA A. YNARES

Governor 💆

Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (1990) Files S.S.

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

Name/Entity

Valid (D Presented

Date

Маке

HON, REBECCA A, YNARGS

Passport No. P8239281A

August 5, 2028

Manila

Clarethe Cacho

4,4-5-2-12,5

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:

denotration of Stone Masonry for Sife Protection (portion) along Manual River, Purck 5, Brgy. Milangan, San Mateo, Rizal

WITNESS MY HAND AND SEAL this MAR 0 8 1082y of _

at Rizal Provincial

Capitol, Antipolo City.

Doc No. 98 Page No. 21

Book No. ____3 Series 20_22 NOTARY PUBLIC

Extended will Jama 30, 2022 by virtue of 6.54, 3795, September 28, 2021)

IBP Lifetime Member No. 018832 / Rizni

Adm. Mader 10-005 Rell of Attempts No. 20250 PTR No. 17132074 / January S. 2022 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 2022

MS. LAURA L. MARRON L.J., MARRON CONST, AND TRADING Binangonan, Rizal

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONST. AND TRADING—that work may proceed on the chabilitation / Const. of Stone Masonry for Side Protection (Partion) of Creek at Brgs. Wawa, Tanay, Rise 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

Lacknowledge recent of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder:

CONTRACT AGREEMENT 21

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and control 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 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

L.L. Harron 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 herein represented by its Binongonon, Risal , of legal age, Filipino and office address at Proprietor/President/General Manager, Hunngman, Hual hereinafter referred to as the citizen, single/married, resident of CONTRACTOR. WITNESSETH, That,

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

Rehabilitation/Construction of Stone Hasonry for Side Protection (portion) of Creek at Brgy, Wawa, Tansy, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Seven Million Six Hundred Ninety Five Thousand consideration of the amount of Seven N Four Hundred Five Pesos and 48/100 (P 7,695,405,48), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within (160) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of One Hundred Sixty 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:
 - 77 se 2021 a. SP Ordinance No.
 - 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
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Million Six Hundred Ninety Five Thousand Four Hundred Five Pesos and (P 7.695.405.48), 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 mounter 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;
- 12
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Nillion Three Hundred Eight Thousand 51x Hundred Twenty One Pesos and 64/100 (P 2,308,621.64)

 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;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Symotural 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."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workinen'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 unuries 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 hereinsafter 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 forfeithre 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 13 18 2 2 2 of at Antipolo City.

L.L. Marron Construction and Trading Entity/Firm/Corporation

RIZAL PROVINCIAL COVERNMENT

Laure L. Marron

Proprietor/Manager/President

By:

Governor 19

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIAB. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIPYIO, Rizal YS.5.

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

Name/Entity

Valid (D) Presented

Date

Place

HON, REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Marila

Laura Marron

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

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 Creek at Brgy. Wawa, Tanay, Risal

WITNESS MY HAND AND SEAL display of ____ Capitol, Antipolo City.

Doc No. Page No. Book No. Series 20 22 ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC

for NOTARY PUBLIC Cardona all in the PROVINCE Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006 Roll of Attarneys No. 69250 PTR No. 17132074 ! January 3, 2022 / Rizal lipP Edetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 2022

MR. ALEX A. SUELILA
A. SUELILA CONSTRUCTION
Morong, Rizal

Dear Mr. Suelila:

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

A. SUELILA CONSTRUCTION—that work may proceed on the

Improvement of Ynares Multi-Purpose Covered Court at Don Domingo

Capistrano Elem. School, Brgv. Plaza Aldea, 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.

ALEXA-SUELILA

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

02/07/2022# 23

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	, a sole proprietorship/private corporation, duly
organized and existing under the laws of	the Republic of the Philippines, with principal place of business
	and herein represented by its of legal age, Filipino of legal age, Filipino hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	* · · · · · · · · · · · · · · · · · · ·
pursuant of the Sangguniang Panlalawig	clares that certain infrastructure works should be constructed in in Ordinance No. RPSB Bos. 12 namely: lti-purpose Covered Court at Don Doningo Brgy. Plana Aldea, Tahay, Rizal
WATERDEAG AL CONTRACTO	R, warranting that it has the financial and, technical competence
to undertake the above said infrastructur. Bid in a public bidding held last Febr	e works, has been declared as the Lowest Calculated Responsive the specific and binds itself to undertake
to undertake the above said infrastructur Bid in a public bidding held last Tebr the construction and completion of the	above said infrastructure works strictly in accordance with the ocuments, approved plans, program of works and specification in Hundred Seventeen Thousand Four Hundred Six

1. The whole works subject matter of this Agreement shall be completed within Forty Five (45) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the

2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewift and incorporated herein by way of reference, namely:

n. SP Ordinance No. RP5B Res. 12

b. Cartificate 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 is the winning bidder/s two (2) bidding envelopes
- h. Bid Socurity
- i. Addresda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the paymon to be made by the PROVINCE to the CONTRACTOR, the trace 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 mount of PESOS
 Five Rundred Seventeen Thousand Four Hundred Six Pesos and 70/100

 (P. 547-406-70) Philippine

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

18

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 Five Thousand Two Hundred Twenty Two Pesos and 01/100 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."

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

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR tiable 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 MAR, 1 3 2021y of at Antipolo City.

Suelila Construction

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented:

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Alex Suelila

922-822-249

All known to me and to me known to be the same person's who executed the foregoing mistrument 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 every page hereof, refers to the Agreement for

Improvement of Ynares Multipurpose Covered Court at Dom Dowingo Capistrone Elem. School, Brgy. Plaza Aldea, Tanay, Risal

WITNESS MY HAND AND SEAL this MAR 0 8 2072 ay of Capitol, Antipole City.

Doc No.

Page No Book No. Series 20 22. ATTY, ANNA MARIE L NOTARY PUBLIC for Angono, Bacangonan & Cardona 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 / Rizsi ISP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 2022

MR. VICTOR C. PIGUING VIAN BUILDERS Tanay, Rizal

Dear Mr. Piguing:

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

Repair/Repainting of 3-Storey, 6-Rooms Vnares School Building at San Andres Elem. School, Brgv. San Andres, Tanay, 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,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder;

2 70.2.2

CONTRACT AGREEMENT 24

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

GOVERNOR, HON. REBECCA A. YNARES, herein rel	
Vice Sulloge , 8 50	le proprietorship/private corporation, dal
rganized and existing under the laws of the Republic of the I	and herein represented by i
od office sources at	of local neo, Filipin
rganized and existing under the laws of the Republic of the Ison office address at Tanay, Fizal reprietor/President/General Manager, Victor Figura in Ison, single/married, resident of Tanay, Figal	hereinafter referred to as th
ONTRACTOR. WIFNESSETH, That,	
	The state of the s
WHEREAS, the PROVINCE declares that certain in	frastructure works should be constructed:
ursuant of the Sangguniang Panialawigan Ordinance No.	PSB Res. 12 namely:
- CC-055747.00	
Repair/Repainting of 2 storey, 6 rooms Y	
nores Blem. School, Brgy. Sen Andres, Toney,	21.261
WHEREAS, the CONTRACTOR, warranting that it	has the financial and, technical competen
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at the a marking hidding hald lost #60Fu0Fy /a 5055	bas accepted and omes users to directe
I I sentenction and completion of the shows said INTESTILL	CHIE WOLKS SHICHY III GOODGIANIOS WASH
allowing etandards set forth in the hid documents, approved	Dians, program of works and specimenton
available of the amount of TWO Million FOREY T	hree Thousand Two Suncred Sevent
Fix Pesos and 43/100 (F	2,043,276,43), Philippine Currency
The whole works subject matter of this sixty (60) calendar days, in Progress of Works and Specific control of the state of the st	Agreement shall be completed with accordance with the provisions of the I
i. The whole works subject matter of this sixty (60) calendar days, in Documents, Approved Plans, Program of Works and Specificontract, Supplemental or Bid Bulletins, if any, and support to the Revised Implementing Rules and Regulations of Republications.	Agreement shall be completed with accordance with the provisions of the E fications, General and Special Conditions orting/related documents as required by
i. The whole works subject matter of this Sixty (60) calendar days, in Documents, Approved Plans, Program of Works and Specificants of Symplemental or Bid Bulletins if any and support	Agreement shall be completed with accordance with the provisions of the E ications, General and Special Conditions orting/related documents as required by t
1. The whole works subject matter of this Sixty (60) calendar days, in Documents, Approved Plans, Program of Works and Specific Contract, Supplemental or Bid Bulletins, if any, and support 16 Revised Implementing Rules and Regulations of Republic incorporated herein by way of reference, namely:	Agreement shall be completed with accordance with the provisions of the B ications, General and Special Conditions orting/related documents as required by t
i. The whole works subject matter of this sixty (60) calendar days, in Documents, Approved Plans, Program of Works and Specificontract, Supplemental or Bid Bulletins, if any, and support to the Revised Implementing Rules and Regulations of Republications.	Agreement shall be completed with accordance with the provisions of the B ications, General and Special Conditions orting/related documents as required by t
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1. The whole works subject matter of this Sixty (60) calendar days, in Documents, Approved Plans, Program of Works and Specifications, Supplemental or Bid Bulletins, if any, and supplementing Rules and Regulations of Republind incorporated herein by way of reference, namely: a. SP Ordinance No. EPSB Ran. 12 b. Cartificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule	Agreement shall be completed with accordance with the provisions of the E ications, General and Special Conditions orting/related documents as required by t
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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 <u>Six Hundred Twelve Thousand Nine Hundred Eighty</u>

 Two Pesos and 93/100

 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 Ridding 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;

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"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated domages 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 Ennity may rescind at 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 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 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 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 _____ day of _____ at Antipolo City.

Vinn Wilders

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

riguing

By:

By:

Y.

REBECCA A. YNARES
Governor 9

Proprietor/Manager/President

WITNESSES

CAN

MA, VICTORIA B, TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYONO, RIZOL) 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

Vieter Piguing

244-109-571

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

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

Repair/Repainting of 2 storey, & rooms Therme School Building at San Andres Slem. School, Brgy. San Andres, Panay, Sizal

WITNESS MY HAND AND SEAL this MAR 0 8 2022 of Capitol, Antipolo City.

at Right Previncial

Doe No. 29 Page No. 19

Book No.
Series 20 2

ATTY ANNA MARIE L. SANTOS RONGRY PUBLIO for Angono, Binangonan & Cardonn

for Angono, Binangonan & Cardon all NOTARY VENEZUE R 2 AL

Extended until June 50, 2022 (by writte of 5 to, 3705, September 28, 2017) Adm. Matter 19 065 Rent of Allamays No. 8805)

FIRMO, FRID, 074 - Condon 10, 1871 ISP Ursume Member bull 91880 - Prod



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 2022

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

Dear Mr. Uhiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBLADAS CONSTRUCTION CORP.—that work may proceed on the Improvement of Perimeter Fence, Replacement / Improvement of Gates at Sitio Simona Elem. School, Brgy. San Isidro, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder!

3 10 - 1700

TORO A. C. DIADAG

CONTRACT AGREEMENT 14,

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. Olivores St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
vit Ubiades Construction Corp. , a sole proprietorship/private corporation, duly

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

WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigan Ordinance No. RPSB Res. 12 namely:

Improvement of Perimeter Fence, Replacement/Improvement of Gates at Sitio Sinona Sleve School, Brey. Sen Isidro, Taytay, Rigal

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

- 1. The whole works subject matter of this Agreement shall be completed within 80 calendar days, in accordance with the provisions of the Bid Doctments, 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. 1988 Res. 12
 - Cartificate 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 Security
 - i. Addenda and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

94 A C 976 W 27 CT 1976 THE PARTY OF THE PAR	a transfer of the precedent
3. The PROVINCE hereby covenants to pay One Hillion One Hundred Sixteen Thousand	the CONTRACTOR the amount of PESOS
One Million Cne Hundred Sixteen Thousand	Six number sixty with reconstitution
	(P 1,116,669,12), Philippine
Currency, in consideration of the construction and only	upon completion of the infrastructure works
unless otherwise escued by the parties, subject of this Ag	mement as a contract price at the time and in the
manner prescribed by the Contract and specified in the Bi	id and as agreed upon by the Contractor;





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

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

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 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 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 MAR 0 & 2009 of at Antipolo City.

Kit Ubiadas Construction Corp. Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNARES.

Governor F

By:

uro M. Ubiades Proprietor/Manager/Pyesident

WITNESSES

LOLITA'B. DE GUZMAN

VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIPPOTO, I

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

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

Louro M. Ubiadas

008-410-630

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

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

Improvement of Perimeter, Sept. cement/Improvement of Sates at Sitis Sicona Less School, Brgy. San Juan, Taytoy. Rizel

WITNESS MY HAND AND SEAL this

MAR OB THE

at Rizal Provincial

Capitol, Autipole City. Doc No.

Page No. Book No.

Series 20 22.

ANNA MARIE NOTARY PUBLIC

AND TARKY PRESIDENTIAN & Cardona all in the PROVINCE 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 / Rize IBP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

08 March, 2022

MR. ANTHONY GERARD A. HALLLI HALREY CONSTRUCTION, INC. Sta. Maria, Bulacan

Dear Mr. Halilit

The attached Contract Agreement having been approved, notice is hereby given to
HALREY CONSTRUCTION, INC. that work may proceed on the
Construction of Slape Protection / Retaining Wall (Various Creek), Taytay, Rital
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,

Governor Governor

Lacknowledge receipt of this Notice on.

Authorized Signature.

Name of the Representative of the Bidder.

ANTHONY GERARD A. HALILI

CONTRACT AGREEMENT 76

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

Halrey Construction, Inc.	, 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 Sta. Marie Bulace	and herein represented by its
Proprietor/President/General Manager, Anthony	Gerord A. Haldli , of logal age, Filipino
citizen, single/married, resident of Sta. M. ris	
CONTRACTOR, WITNESSETH, That,	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialan-igan Ordinance No. 37 . 2021 namely:

Construction of Slope Protection/Retaining Wall (Various Greek), Taytay, Rival

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 Petrusy 7, 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 William Brown Bundred Sixty Four Thousand Five Hundred Corty Five Pesson and 74/100 (P 2,564,545,74), 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 shell be completed within Ninety 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 a s. 2024
- b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addoada 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 later 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 uncount of PESOS

 Two Hillian Five Hundred Sixty Four Thousand Five Hundred Forty Five Pesos

 and 74/100

 (P 2,554,545,74), Philippine

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



P

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 Eundred Sixty Nine Thousand Three Eundred (P_769,363,72 Sixty Three Pesos and 72/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support therete and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk 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 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 74. 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 perfinent 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 08 2022 at Antipolo City.

Halrey Construction, Inc.

Entity/Firm/Corporation

Anthony Gerard . Halili

By:

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES Governor.

WITNESSES

LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented.

Date

Place

BON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manile

Anthony Gerard - Halili

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 not 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 Slope Protection/Retaining Wall (Various Creek) Taytay, Risal

WITNESS MY HAND AND SEAL this MAR 8 8 2022y of Capitol, Antipolo City.

Dec No

Page No. Book No.

Series 20 🗪 .

NOTARY PUBL tor Angeno, Binangonan & Catdona 2 NOTARY PUBLIC REAL

Extended and June 30, 2002 (by virtua of 8.6), 3795, Soutember 26, 2021) Adm. Maka: 13-308

Roll of Attorneys No. 69350

PTR No. 17:32074 (January 3, 20/2 / Right



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 3022

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
Improvement of Drainage System at Switzerland St., Hrgy. Sta. Ana, Taytay, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

34000

LAURO A. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

Circ	The PROVINCIAL GOVERNMENT OF ting under Republic Act No. 7160, with se ganforential Road corner P. Oliveros St., Brgy. GOVERNOR, HON, REBECCA A. YNARES	san Roque, Antipolo Cit	ty, represented in this act b
Pro citi:	anized and existing under the laws of the Repub office address at Binangonan, ai prietor/President/General Manager, Laure zen, single/married, resident of Binangon	lic of the Philippines, with	th managinal place of Dusing
co	NTRACTOR. WITNESSETH, That,		
pur	WHEREAS, the PROVINCE declares that sustin of the Sangguniang Panlalawigan Ordina	nce No. 274 se cont	maniery.
	improvement of Dreinage System : Waytey, Hizal	t Switzerland Stee	Bray. Ste. DR.
Bio	WHEREAS, the CONTRACTOR, warranged and the state of the above said infrastructure works, he in a public bidding held last	as been declared as the L 2022 has accepted	and binds itself to underta
COS	nsideration of the amount of	(P 826,515.4), Philippine Currency
he	thy agree as follows:	of this Agreement	premises, the parties here
Do Co 20	eby agree as follows:	of this Agreement s r days, in accordance w and Specifications, Gene and supporting/related d s of Republic Act No. 918	shall be completed with ith the provisions of the E ral and Special Conditions locaments as required by t
Do Co 20	1. The whole works subject matter cuments, Approved Plans, Program of Works attract, Supplemental or Bid Bulletins, if any, 16 Revised Implementing Rules and Regulation incorporated herein by way of reference, name	of this Agreement s r days, in accordance w and Specifications, Gene and supporting/related d s of Republic Act No. 918	shall be completed with ith the provisions of the E ral and Special Conditions locaments as required by t
Do Co 20	1. The whole works subject matter () calendary cuments, Approved Plans, Program of Works attract, Supplemental or Bid Bulletins, if any, 16 Revised Implementing Rules and Regulation 1 incorporated herein by way of reference, name a. SP Ordinance No. 37 and 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Ed. d. Plans and Specifications	of this Agreement s or days, in accordance wand Specifications, Generand supporting/related days of Republic Act No. 918 ly:	shall be completed with ith the provisions of the E ral and Special Conditions locaments as required by t
Do Co 20	1. The whole works subject matter () calendary () calen	of this Agreement s r days, in accordance w and Specifications, Gene and supporting/related d s of Republic Act No. 918 ly:	shall be completed with ith the provisions of the B ral and Special Conditions locaments as required by t 84 and are integrated herew
Do Co 20	1. The whole works subject matter cuments, Approved Plans, Program of Works attract, Supplemental or Bid Bulletins, if any, 16 Revised Implementing Rules and Regulation 1 incorporated herein by way of reference, name a. SP Ordinance No. 37 and 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Ed. d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the de-	of this Agreement s r days, in accordance wand Specifications, Gene and supporting/related day of Republic Act No. 918 ly:	shall be completed with ith the provisions of the B ral and Special Conditions locaments as required by t 84 and are integrated herew
Doc Co 20 and	1. The whole works subject matter () calendary () calen	of this Agreement sor days, in accordance wand Specifications, General and supporting/related days of Republic Act No. 918 ly: atimate attractor's Conformity the made by the PROVINCI instruct and complete the instructions are consistent and complete the instructions are consistent and complete the instructions are consistent as a consistent and complete the instructions are consistent as a consistent and complete the instructions are consistent as a consistent and complete the instructions are consistent as a consistent and complete the instructions are consistent as a consistent and complete the instructions are consistent as a consistent and complete the instructions are consistent as a consistent and complete the instructions are consistent as a consistent and complete the instructions are consistent as a consistent and complete the instructions are consistent as a consistent and consistent as a consiste	shall be completed with ith the provisions of the B ral and Special Conditions locaments as required by t 84 and are integrated herew ained in the winning reto E to the CONTRACTOR, t
Do Co 20 and the	1. The whole works subject matter cuments, Approved Plans, Program of Works surfact, Supplemental or Bid Bulletins, if any, 16 Revised Implementing Rules and Regulation incorporated herein by way of reference, name a. SP Ordinance No. 37 and 2021 b. Certificate of Availability of Finds c. Scope/Program of Work and Detailed Ed. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the debidder/s two (2) bidding envelopes h. Bid Security i. Addoeds and Supplemental Bulletin j. Notice of Award of Contract and the Contract	of this Agreement sor days, in accordance wand Specifications, General and supporting/related days of Republic Act No. 918 ly: atimate attractor's Conformity the made by the PROVINCI instruct and complete the interest and co	shall be completed with ith the provisions of the B ral and Special Conditions locaments as required by t 84 and are integrated herew ained in the winning ereto E to the CONTRACTOR, t infrastructure works subject

 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 Seven Thousand Nine Hundred (P 247,954,57 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this ifty Four Pesos and 57/100 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 wil:

"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 Determinative 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 signed this Agreement this HAR @ \$ 2077 day of at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT
Entity/Firm/Corporation

By:

By:

REBECCA A. YNARES
Governor

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

HUN REBECCA A YNARES Passport No P8239281A August 5, 2028 Manila

Lauro No Ubiladas DOS-410-630

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 leaveof, refers to the Agreement for:

Improvement of Drainage System at Altzerland to Stray Stray Ama, Saytey Bissal

WITNESS MY HAND AND SEAL this MAS I BISSS at Rizat Provincial I
Capitol, Antapolo City.

ATTY, ANNA MARIE L. SANTOS
ROTARY CUBLIC
For Angono. Sinangosan & Carstera
alnomary PUBLIC R.Z.4
Extended until 2016 30, 2022
Series 20 22

(by vidue of S.M. 3795 3) premoor 23, 2021]
Adm. Master 19 005

Rott of Attorneys No. 69263 PTR No. 17132074 / January 3, 3922 / Rizat ISP Lifetime Member No. 615632 / Rizat



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

08 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 Improvement of Drainage System at Bik 35 Pilipinus St., West Bank, Brgv. Sta. Ana. Taylay, 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:

330-255

LAURO A. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCEAL GOVERNMENT OF RIZAL, existing under Republic Act No. 7160, with seat of go Circumferential Road corner P. Olivores St., Brgy. San Roques GOVERNOR, HON, REBECCA A. YNARES, herein respectively.	tue, Antipolo City, represented in this act by
Kit Ubiadas Construction Corp. a s	ole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the and office address at Binangonan, Rizal Proprietor/President/General Manager, Lauro M. Officera, single/married, resident of Binangonan, Rigoroman, Rigoroman, WITNESSETH, That,	Philippines with principal place of business
WHEREAS, the PROVINCE declares that certain i	offractructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinance No	77; 8. EDET mainery.
Ergy. Stc Ana, Toytey, Rizel	35 Pilipinas St., Vest Bank
WHEREAS, the CONTRACTOR, warranting that is to undertake the above said infrastructure works, has been do Bid in a public bidding held lastFebruary 7, 2022 the construction and completion of the above said infrastructure following standards set forth in the bid documents, approved consideration of the amount ofEight Hundred Seventier.	has accepted and binds itself to undertake ucture works strictly in accordance with the plans, program of works and specification in
Wine Pesos and 08/100	(P 678,409.08), Philippine Currency.
The whole works subject matter of this calculated and subject matter of this calculated and supplements, Approved Plans, Program of Works and Spect Contract, Supplemental or Bid Bulletins, if any, and supplementing Rules and Regulations of Reputend incorporated herein by way of reference, namely:	ifications, General and Special Conditions of the bid porting/related documents as required by the
n. SP Ordinance No. 37 . a. 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 beloding all the documents/ bidder/s two (2) bidding envelopes h. Bid Security	statements contained in the winning
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 there hereby covenants with the PROVINCE to construct an this Agreement in conformity with the province of the Count 	d complete the infrastructure works subject of
3. The PROVINCE hereby covenants to pay the Eight Hundred Seventy Eight Thousand Four	Hundred Nine Peros and Ocy 100
Currency to consideration of the content and art	(1
Currency, to consideration of the construction and only usualess otherwise agreed by the parties, subject of this Agree memor prescribed by the Contract and specified in the Bid of the Contract and specified in the Bid of the Bid o	ement as a contract price at the time and in the

 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 Fundred Sixty Three Thousand Five Hundred Twonty Two Pesos and 72/100

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 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 thora 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 $\,\mathcal{W}\,$ to resort to other alternative modes of disputes resolution.

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

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES Governor

Proprietor/Manager/President

WITNESSES

MA, VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CATYONO, R

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

Manula

...uro lla iviadas

000-410-609

All known to rue 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:

Improvement of Drainage System at Blk 35 Filipinan Str. West Sank, Brgy. Sta. Ame Taytoy, Rical

WITNESS MY HAND AND SEAL this MAR DE WAY of Capitol, Autopole City

Doc No 37 Page No 17

Book No. Series 20 22.

NOTARY PUBLIC NOTARY PLANTONAN & Cardona all in the PROVINCE 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 IBP Lifetime Member No. 018632 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

08 March, 2022

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

Dear Mr. Santiago.

The attached Contract Agreement having been approved, notice is hereby given to CAMORI BUILDERS AND SUPPLY—that work may proceed on the instruction of Guardhouse and Concreting of Pathway at Brgy. Dalig and Brgy. Poblacion, Teresa, Rizaeffective 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

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidden

SOMMEL G. SANTIAGO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

CONTRACTOR, WITNESSETH, That,

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by
Cameri Builders and Supply a sole proprietorship/private corporation, daily
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rival and berein represented by its Proprietor/President/General Manager, Jonael Santiago of legal age, Filipine citizen, single/married, resident of Morong, Rival hereinafter referred to as the

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

Construction of Guardhouse and Consreting of Pathway at Brgy. Dalig and Brgy. Poblacion, Teresa, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last February 7, 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 Seven Hundred Seventy Five Thousand Seven Hundred Consideration of the amount of Nineteen Pesos and 44/100 775,719.44), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within (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:
 - 37, S. 2021 SP Ordinance No.
 - Cartificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plana 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
 - 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 laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Hundred Seventy Five Thousand Seven Hundred Nineteen Pesos and 44/400

), Philippine (P 775,719,44 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;





- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Thirty Two Thousand Seven Hundred (P_232.715.83)

 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;
- 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 with

"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 braith 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 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 128 03 200 of at Antipolo City.

Cameri Builders and Supply

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor

WITNESSES

LOLITA B. DE GUZMAN

B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CHI PONO, FO

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

Jommel Santiago

212-862-431

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary 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.

Construction of Guardhouse and Concreting of Pathway at Brgy, Dalig and Bray. Poblacion, Teresa, Rizal

WITNESS MY HAND AND SEAL this MAR DR 2022 ay of

Capital, Antipolo City

Doc No.

Page No Book No

Series 20 🙇

RIF L SANTOS NOTARY FUBUIC

lo: Angeno Park CEBL GZAL Saranded until June 30, 2022

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

Roll of Attorne; s No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal

1:9 Lifetime Member No. 016832 "Rigal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 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 Concreting of Sitto Road at Sitto Ibahaw 2. Brgy. Dulumbayan, Teresa, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. VNARES.

Governor

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:

GOVERNOR, HON. REBECCA A. YNARES, herein ref	ernment at the Rizal Provincial Capito e, Antipolo City, represented in this act be erred to as the PROVINCE; and
4.5. Sociano Construction a sol	e proprietorship/private corporation, dul
1 1 1 1 inter- I the laws of the Donablic of the D	bilingings with principal place of this Des
od office address at Morong, Rizal roprietor/President/General Manager, Sidney Soriane inizen, single/married, resident of Morong, Rizal	, and becein represented by it
roprietor/President/General Manager. Sidney Soriane	of legal age, Filipin
rizen single/married resident of Moreng, Risal	, hereinafter referred to as th
ONTRACTOR. WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain int	rastructure works should be constructed in namely:
ursuant of the Sangguniang Panlalawigan Ordinance No.	
Concreting of Sitio Read at Sitio Ibabaw Rinal	2, Brgy. Dulumbayan, Teresa,
The second secon	has the financial and technical competent
WHEREAS, the CONTRACTOR, warranting that it	land us the Lowest Calculated Responsit
o undertake the above said infrastructure works, has been dec	has accepted and hinds itself to undertal
Bid in a public bidding held last February 7, 2022 he construction and completion of the above said infrastruc	ture works strictly in accordance with the
he construction and completion of the above said infrastruction	dans program of works and specification
following standards set forth in the bid documents, approved pronsideration of the amount of Two Hilliam Two Hun	dred Eighty One Thousand Two
Hundred Fifty Five Pesos and 79/100 (P	2.281.255.79), Philippine Currency
NOW, THEREFORE, for and in consideration of	the foregoing remises the parties here
	an totaloung laterature are bearing
acreby agree as follows:	Agreement shall be completed with
ereby agree as follows:	Agreement shall be completed with accordance with the provisions of the B cations, General and Special Conditions rting/related documents as required by t
1. The whole works subject matter of this One Hundred (100) calendar days, in Contract, Supplemental or Bid Bulletins, if any, and support the Revised Implementing Rules and Regulations of Republication of Re	Agreement shall be completed with accordance with the provisions of the B cations, General and Special Conditions rting/related documents as required by the
1. The whole works subject matter of this One Hundred (100) calendar days, in Contract, Supplemental or Bid Bulletins, if any, and support the supplemental of Bulletins, if any, and support the supplemental by way of reference, namely: B. SP Ordinance No. 37, 4, 2021	Agreement shall be completed with accordance with the provisions of the B cations, General and Special Conditions rting/related documents as required by t
1. The whole works subject matter of this One Hundred (100) calendar days, in Documents, Approved Plans, Program of Works and Specific Contract, Supplemental or Bid Bulletins, if any, and supported Revised Implementing Rules and Regulations of Republic and incorporated borein by way of reference, namely: a. SP Ordinance No. 37, 4, 2021 b. Cartificate of Availability of Funds	Agreement shall be completed with accordance with the provisions of the B cations, General and Special Conditions rting/related documents as required by t
1. The whole works subject matter of this One Hundred (100) calendar days, in Documents, Approved Plans, Program of Works and Specific Centract, Supplemental or Bid Bulletins, if any, and support to the Revised Implementing Rules and Regulations of Republication incorporated borein by way of reference, namely: B. SP Ordinance No. 37. 4. 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate	Agreement shall be completed with accordance with the provisions of the E cations, General and Special Conditions rting/related documents as required by t
1. The whole works subject matter of this One Hundred (100) calendar days, in Contract, Supplemental or Bid Bulletins, if any, and support of Revised Implementing Rules and Regulations of Republication incorporated borein by way of reference, namely: a. SP Ordinance No. 37, 4, 2021 b. Cartificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications	Agreement shall be completed with accordance with the provisions of the E cations, General and Special Conditions rting/related documents as required by the
1. The whole works subject matter of this One Hundred (100) calendar days, in Documents, Approved Plans, Program of Works and Specific Centract, Supplemental or Bid Bulletins, if any, and supported Revised Implementing Rules and Regulations of Republication incorporated borein by way of reference, namely: a. SP Ordinance No. 37, 4, 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule	Agreement shall be completed with accordance with the provisions of the E cations, General and Special Conditions rting/related documents as required by the
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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 Six Hundred Eighty Four Thousand Three Fundred Seventy Six Peace and 74/100

 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 ane-tenth of one percent (0,001) of the cost of the unperformed partial 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 at 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 hereinalter 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 30 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 becounts signed this Agreement this "MAR & \$1822 day of at Antipolo City.

S.B. Soring Construction Entity/Firm/Corporation	RIZA	L PROVINCIAL GOVERNMENT
By:	Ву:	6.
Proprietor/Manager/President		REBECCA A. YNARES Governor
18	WEINESSES	
LOLITA B. DE GUZMAN		MA. VICTORIA B. TEJADA
NOTARI	AL ACKNOWLES	OGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manala

Sidney . Soriano

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 every page hereof, refers to the Agreement for:

Concreting of Sitio Road at Sitie Ibabaw 2, Brgy, Delumbayon, Teresa, Rizel

	WITNESS MY	HAND	AND SEAL	RAM _{kirth}	03	1017 _{ay}	φf
Capitol,	Antipolo City						

at Rizat Provincial

MARIE U. SANTOS

Doc No. Page No Book No. Sories 20 20.

NOTARY PUBLIC GALLANS ill in the PROVINCE OF 9 244 Extended 5 11 3 11 00, 2022 as ni 6 14, 3 00, 3 - ptember 28, 2021} (by vidue of € W. 3. April Malter 13-000 Resid March 2,3 No. 60250 PTR No. 4710207 - Laborry 3,0922 18 251 GR Lifebric Marcer No. 310022 18001

MOTARY FLEUC



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 2022

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

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS—that work may proceed on the Construction of 2-Units Artesian Well at Maximiano Comp. Sido Buhangin Brgg. Dalig. Teresa, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on:

S10.0000

Authorized Signature:

Name of the Representative of the Bidder-

GERALD ENN SJ. BILOG

CONTRACT AGREEMENT 31

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. 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
GKB Builders a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Risal and herein represented by its Proprietor/President/General Manager, Gerald Kenn SJ Bilog of legal age, Filipino citizen, single/married, resident of Morong, Risal hereinafter referred to as the CONTRACTOR. WIINESSETH, That,
WHEREAS, the PROVINCE declares that outsin infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinance No. 77. 0. 2021 namely:
Construction of 2 Units Artesian Vell at Maximiane Comp. Sitie Buhangin Brgy, Dalig, Terosa, 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 February 7, 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 Seven Hundred Hinety One Thousand Six Rundred Sevent.
Two Peson and 46/100 (P_791,672,46), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Fifty Four 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 borcio by way of reference, namely:
a. SP Ordinance No. 37, s. 2021
b. Cartificate 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. Aidding Documents beloding all the documents/statements contained is 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 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 Seven Hundred Ninety One Thousand Six Hundred Seventy Two.Pesos and 46/100
(P 791,672,46), Philippine
Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise based by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Thirty Seven Thousand Five Hundred (P 237, 501, 74

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 reseind or terminate the contract, without prejudice to other courtes 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, bours 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. 9!84, 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 0 8 2022 of at Antipolo City.

GKB Evilders

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

REBECCA A. YNARES Gerald Kenny SJ. Bilog Governor # Proprietor/Manager/President

WITNESSES

LOLFTA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON REHECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

Gerald Kenn SJ. Bilog

196-519-323

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

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

Construction of 2 units artesian vell at Hamistone Compa Sitio Buhangin Brgy. Dalig, Teresa, Rizal

WITNESS MY HAND AND SEAL this MAR & B 2022 ay of Capitol, Antipolo City.

Doc No.

Page No Book No. Series 20 22

NOTARY PUBLIC

Rell of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / PTs1
ISP Lifetime Member No. 010 _ / IT _ J



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 2022

MR. CECIL P. FRANCISCO C.P.F. CONSTRUCTION Cardona, Rizal

Dear Mr. Francisco.

The attached Contract Agreement having been approved, notice is hereby given to *C.P.F. CONSTRUCTION* that work may proceed on the

Repair/Repainting of 2-Storey, 6-Rooms Ynares School Building at Teresa National High School, Brgv. Bagumhayan, 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,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

02:07/2022# 32

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	1
existing under Republic Act No: 7160, with seat of government at the Rizal Provincial Capitol	6
Circumferential Road corpor P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by	y
its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	
IB GOVERNOR, HON. REBECCA A. INVARES, Incidin telestocio de monte de la companya del companya del companya de la companya del la companya de	

C.P.F. Construction	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic and office address at Cardona, Rizal Proprietor/President/General Manager, Cooll P.	Prancisco of legal age, Filipino
citizen, single/married, resident of Gardons, I CONTRACTOR, WITNESSETH, That,	heremafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Pantalawigan Ordinance No. PSB Rea. 12 namely:

Repair/Repainting of 2 storey, 6 rooms Theres School Building at Teresa National High School, Brgy. Bagumbayan, Teresa, Risal

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

- 1. The whole works subject matter of this Agreement shall be completed within Forty Five (45) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Rese 12
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plens and Specifications
 - e. Construction Schedule
 - 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 Society
 - 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 coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

One	3. Mil.	The	PROV	INCE Hund:	hereby	covenan	its to	pay	the I	CONTR	ACTO	R th	Cine	Pesos	PES	OS 79/400
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						nstruction										

Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise based by the parties, subject of this Agreement as a contract price at the time and in the meaner 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 Three Hundred Sixty Four Thousand Eighty & (P_364,086,54 Pesos and 54/100

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

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 ien 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 iax 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 unwatranted 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 WITEREOF, the parties have hereunto signed this Agreement this MAR 0.3 1077 day of at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT C.F.F. Construction Entity/Firm/Corporation Hy: 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

Ріясс Date Valid 1D Presented Name/Entity Passport No. P8239281A August 5, 2028 Manila HON REBECCA A. YNARES

124-335-980 Cecil P. Francisco

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

Repair/Repainting of 2 storey, 5 rooms Ynares School Building at Teresa N tional High School, Brgy. Bagumbayan, Teresa, Risal

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NOTARY PUBLICIAL Extanded un' 1 June 30, 2022 (by virtue of B.M. 3735, September 28, 7921) Adm. M. tter 19-008 Roll of Attornues No. 69250 PTR No. 17132074 / Cinuary 3, 2022 / 9(46) ES C fetime Member No. 016832 - Rose:

CONTRACT AGREEMENT 33

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and cutered into by and between:

	Sing ACREEMENT made and director part by and occurrent	
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government	mment unit, duly organized and
	existing under Republic Act No. 7160, with seat of government at	the Rizal Provincial Capitol,
0	Circumferential Road corner P. Oliveroe St., Brgy. San Roque, Antipolo	City represented in this act by
	Circumierential Road comer P. Onvetos St., Ergy. San Roque, Antiporo	the PROVINCE: and
t	its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as	ale I ho varen, and
		the testing assessment duby
	GRB Builders a sole proprieto	ership/private corporation, duly
-	and misting under the laws of the Penublic of the Philippines.	with principal place of business
	1 CC Advers at Manager Discol	nerelli lepreschied
	citizen, single/married, resident of Moreng, Rizel	hereinafter referred to as the
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	Mational Sigh School, Brgy, Dulumbayan, Teresa, I	TRAIL
	WHEREAS, the CONTRACTOR, warranting that it has the fina	ancial and, technical competence
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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

08 March, 2022

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

Dear Mr. Bilog:

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

Improvement of 2-Storey, 4-Rooms Ynares School Ruildings at Teresa National High School, Brgy. Dulumhayan, Teresa, 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.

REBECCA A. YNARES
Governor

Lacknowledge receipt of this Notice on:

-3 (0.057)

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Seventy Six Thousand Nine Hundred Ninety Two Pesos and 21/100 (P 575.992.21

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

- 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 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.

OND SWILDERS

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Bv:

Gerald Kan SJ. Milog

Proprietor/Manager/President

By:

REBECCA A. VNARES Governor B

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIAB, TEJADA

NOTARIAL ACKNOWLEDGMENT

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

Angonia Rosal

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

Pasapon No. P8239281A

August 5, 2028

Manita

Gerald Kern CJ. Milog

196-519-725

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, 4 rooms Ynares School Buildings at Teresa N tional High School, Brgy, Dulumbayan, Teresa, Rizal

WITNESS MY HAND AND SEAL this day of Amipolo City.

at Rizal Provinctal Capitol

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