

NOTICE TO PROCEED

13 March, 2022

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the
Repair/Repainting of Ynares School Buildings at Margarito A. Duavit
Integrated School, Brgy. Pila-Pila, Hinangonan, Rizul
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,

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REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

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ani)

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A. UBIADAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

KIT UBIADAS CONSTRUCTION CORPORA	ATION , a sole propt	ietorship/private corporation, duly
organized and existing under the laws of th	e Republic of the Philippin	es, with principal place of business
and office address at Binangor	den, Kizer , disc	herein represented by its
Proprietor/President/General Manager,	LAURO M. UBIADAS	
citizen, single/married, resident of	Binengonen, Rizel	, hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,		

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

Repair/Repainting of Yneres School Buildings at Margarito A. Duavit Integrated School, Brgy. Pila-Pila, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 9 February 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 Million Seven Hundred Eighty-One Thousand One Hundred Pesos & 67/100 (P 5,781,100.67), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred Eighty (180) 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:
 - s. SP Ordinance No. RPSB Res. No. 12, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the witning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - Addenda and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the 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 Six Million Seven Hundred Eighty-One Thousand	CONTRACTOR the amount of PENOX One Hundred Pesos & 67/100
	(P 6, 781, 100, 67), Philippin
Currency, is consideration of the construction and only upo	n completion of the infrastructure work

unless otherwise beyond 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 Two Million Thirty-Four Thousand Three Hundred Thirty Pesos 6 20/100 (P 2,034,330.20)
 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

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

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

WIT UBIADAS CONSTRUCTION CORPORATION

REZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

May LAURO M. UBIADAS

Proprietor/Manager/President

WITNESSES

By:

LOLITA/B. DE GUZMAN

REBECCA A. YNARES Governor

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANITPOLO CITY ono, Rizal) S.S.

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

Name/Entity

Valid ID Presented

Date

Plane:

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

LAURO M. UBIADAS

TIN NO. 008-410-489

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 Buildings at Margarito A. Duevit Integrated School, Brgy. Pile-Pile, Binangonan, Bizal

WITNESS MY HAND AND SEAL this MAR 15 Tally of Antipolo City.

Doc No. Page No _ Book No. Series 20_22

at Rizal Provincial Capitol, ANNA MARIE L. SANTOS

NOTAEN PERSON TARY PUBLIC TOTA CATADRA ne PROVINCE OF RIZAL 362 (* 1871 - 1888 2077 14. 8430, 840 ember 28, 2021)

15 July 15-006 Rollefüld (regis les 1995) FITS No. 17132014 (De 1975) 8, 1703 (Rezel

iu Pie foor after dat No. 410332 / Ringt



NOTICE TO PROCEED

15 March, 2022

MR. LAURO A. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Riza!

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 Ynares Multi-Purpose Covered Court at
Pinagdilawan Elem. School, Brgy. Pinagdilawan, Binangonun, 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:

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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:

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 at Binangonan, Rizal and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. RPSB Res. No. 12, s. 2021 namely:

Improvement of Ynares Multi-Purpose Covered Court at Pinagdilevan Elementary School, Brgy. Pinagdilevan, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 9 February 2022 _____, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Six Hundred Ninety-Four Thousand Two Hundred Righteen Pesos 8 33/100 (P3,694,218.33), Philippine Currency.

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

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

a. SP Ordinance No. RPSB Res. No. 12, s. 2021

b. Certificate of Availability of Funds

- c. Scope/Program of Work and Detailed Estimate
- Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the inner 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 encount of PESOS Three Million Six Hundred Ninety-Four Thousand Two Hundred Eighteen Pesos 4

 33/100 (P3,694,218.33), Philippine Currency, to 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 manner prescribed by the Contract and specified in the Bid and so agreed upon by the Contractor:





4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million One Hundred Eight Thousand Two Hundred Sixty-Five Pesos & 50/100 (P_1,108,265,50)

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

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

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

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

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

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

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

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

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

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

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

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

KIT UBIADAS CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Bv:

LAURO M. UBĽADAS

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor

WITNESSES

LOLITA B. DE GUZMAN

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 REBECCA A. YNARES

Passport No P\$239281A

August 5, 2028

Manila

LAURO N. UBIADAS

TIN NO. 008-410-689

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

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

Improvement of Ynares Multi-Purpose Covered Court ## Pinegdilevan Elementery School, Brgy. Pinegdilevan, Binangonan, Rizal

WIFNESS MY HAND AND SEAL this MAR 15 2022 day of Antipolo City.

Doc No. 1/2
Page No. 24
Book No. 4
Series 20 42

ATT ANNA MARIE L. SANTOS ROTARY PLELIO for Angeno, Burghoni sa Si Cerdura

for Angono, Eurenghi av & Cerdura attir the PROVINCE OF 7:244 NOTARY PUBLICIONS 30, 2022

(by virtue of B.M. 3795, September 23, 2021)
Adm. Matter 19-005

Roll of Marrier, \$1.0, E9250 PTR No. 17102074 | January 3, 2017 (10 atti SP L fetime Member No. V15042 (10 75)



NOTICE TO PROCEED

15 March, 2022

MR. LAURO A. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Riza!

Dear Mr. Ubiadas.

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the
Repair/Repainting of Ynates School Buildings at Calumpang
Elem. School, Brgy. Calumpang, Binangonan, Rital
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

247.2072

LAURO A. UBIADAS

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 Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

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

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 12, 8, 2021 namely:

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

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

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred Three (103) 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 Onlinance No. RPSB Res. No. 12, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the smooth of PESOS Three Million Nine Hundred Fifty-Eight Thousand Eighty-Nine Pesos & 27/100

 (P 3,958,089.27). 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 macroer prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor:

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million One Hundred Eighty-Seven Thousand Four thousand Trenty-Six Pesos 8 78/100 (P 1.187,426.78)

 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 figuridated 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,
- 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 thereun.
- 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.

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

KIT URIADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

LAURO M. UBJADAS

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor

B) DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

WITNESSES

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYONO, K) 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. YNAKES

Passport No. P8239281A

August 5, 2028

Manilo

LAURO M. UBIADAS

TIN NO. 008-410-689

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/Repainting of Ymeres School Buildings et Calumpang Elementary School, Brey, Calumpang, binangonan, Rizal

WITNESS MY HAND AND SEAL this MAR 15 Today of Antipolo City.

Doc No. Page No. Book No.

Series 20 22

at Rizal Provincial Capitol,

NOTARY PUBLIC no. Binanggnan & Cardon 3

NOTARY PUBLIC RIZAL

Extended until Luny 15, 2003 (by virtue of 5 th, 3+66, 2 let ember 23, 2025) Act Motor Micch Road Morreys to 00280 PTR bol 17/03074 (Jan 1977 2.3 757) 5/20

ABR Official Mainter No. 019332 (Rice)



NOTICE TO PROCEED

15 March, 2022

MR. LAURO A. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Riza!

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the
Repair/Repainting of Ynares School Buildings at Tayuman
Elem. School, Brgy. Tayuman, Binangonan, Rizai
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,

4

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on:

317.7022

Authorized Signature:

Name of the Representative of the Bidder.

LAURO A. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMEN's 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 at Binengonen, Rizel , and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS , of tegal age, Filipino citizen, single/married, resident of Binengonen, Rizel , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panialawigan Ordinance No. RPSB Res. No. 12, 8, 2021 namely:

Repair/Repainting of Yneres School Buildings at Tayuman Flementary School, Ergy. Tayuman, Binaugonan, Rizel

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 shell be completed within One Hundred Eighty (180) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications. General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res., No. 12, s. 2021
 - b. Certificate of Availability of Funds
 - e. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents helpding 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 psymen 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 One Hundred Ninety-Three Thousand Six Hundred Fifty Pesos 6

 22/100 (P 7,193,650,22), Philippine Currency. In consideration of the construction and only upon completion of the infrastructure works unless otherwise bareed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;





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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Million One Hundred Fifty-Eight Thousand Ninety-Five Pesos & 07/100 (P 2,158,095.07)

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

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

Scotton 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 figuidated 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. 9184shall 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

pai.

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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 hereumo signed this Agreement this 12 day of at Antipolo City.

KIT UDIABA: CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

LAURO H. UBIADAS

Proprietor/Manager/President

By:

REBECCA A. YNARES

Governor

WITNESSES

LOLITA BEDE GUZMAN

MA, VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON. REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

LAURO M. UBIADAS

TIN NO. 008-410-689

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

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

Repair/Repainting of Yneres School Buildings at Teyumen Elementery School, Brgy. Teyumen, Simengonen, Risal

WITNESS MY HAND AND SEAL this MAR 15 20 day of Antipolo City

Doe No. 23
Book No. 4
Series 20 23

ATTY, ANNA MARIE L. SANTOS

ROTARY PLECHO

for Angeno D. Organizo A. Cardena

Rotary Public C. P. SIZAL

Extended until Jone 31, 2022

Ipy virtue of a 11 of an organization 28, 2021)

Acrd State of a 20, 2021

Resch Albania and Archite

IDP of a partition base (CCC)

PTR Architecture (CCC)

Extended unit of a 20, 2005)



NOTICE TO PROCEED

15 March, 2022

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

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to N. FRANCISCO CONSTRUCTION—that work may proceed on the Improvement of Ynares School Building at Brgy. Pinagoy, 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,

REBECCA A. YNARES

Governor

Facknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

3-17.2022

02/09/2022 # | 5

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and t	between:
The PROVINCIAL GOVERNMENT OF RIZAL existing under Republic Act No. 7160, with seat of g Circumferential Road corner P. Oliveros St., Brgy. San Roits GOVERNOR, HON. REBECCA A. YNARES, herein	government at the Rizal Provincial Capitol, eque, Antipolo City, represented in this act by
N. FRANCISCO CONSTRUCTION	sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the end office address at Morong, Rizal Proprietor/President/Ceneral Manager, citizen, single/married, resident of Morong, Rizal CONTRACTOR, WIFNESSETH, That,	ne Philippines, with principal place of business and hereig represented by its FRANCISCO of legal ago, Filipino
WHEREAS, the PROVINCE declares that certain pursuant of the Sangguniang Panlalawigan Ordinance No.	infrastructure works should be constructed in RPSB Res. No. 12, s. 2021 namely:
Improvement of Ymares School Building a	it Brgy. Pinugey, Beres, Rizel
Bid in a public bidding held last 9 February 2022 the construction and completion of the above said infrast following standards set forth in the bid documents, approve consideration of the amount of One Million Sever Pegos & 34/100	tructure works strictly in accordance with the
Pesor & 34/100	(P 24007 100000), Phinippine Chiraley.
NOW, THEREFORE, for and in consideration of bereby agree as follows:	of the foregoing premises, the parties hereto
1. The whole works subject matter of this Sixty (60) calender days, Documents, Approved Plans, Program of Works and Spe Contract, Supplemental or Bid Bulletins, if any, and sup 2016 Revised Implementing Rules and Regulations of Rep	in accordance with the provisions of the Bid cifications, General and Special Conditions of oporting/related doognests as required by the
and incorporated herein by way of reference, namely:	and the tro. Star and the integration assessment
a. SP Ordinance No. RPSB Res. He. 12, s. 2	2021
 b. Cortificate of Availability of Funds 	
 c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications 	
c. Construction Schedule	
f. Request for Expression of laterest	(and the contained is the extended
 Bidding Documents including all the documents bidder/s two (2) bidding envelopes 	A STREET CONTRIBUTE IN THE MINIMAGE
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 laser hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;



3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Seven Thousand Five Hundred Sixty-Three Pesos & 34/100

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

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

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

Sixty-Nine Pesos Only 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 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 bereunto signed this Agreement this as Antipolo City. RIZAL PROVINCIAL GOVERNMENT E. FRANCISCO CONSTRUCTION Entity/Firm/Corporation By: By: REBECCA A. YNARES Governor Proprietor/Manager/President WITNESSES

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

HON, REBECCA A. YNARES

Passport No PS239281A

August 5, 2028

Manila

HOWENCIO FRANCISCO

TIN NO. 100-141-961

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

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

Improvement of Ynares School Building at Brgy, Pinugay, Baras, Rizal

WITNESS MY HAND AND SEAL dus MAR	5 2022 day ofat Rizat Provincial
Capitol, Antipolo City. Doe No 119 Page No 28 Book No. 4 Series 20 22	ATTY. ANNA P L., SANTOS NOTARY PUBLIC foNOTAR Y PUBLIC & Cardona all in the PROVINCE OF RIZAL Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 202 Adm. Mailer 19-006 Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2" First IBP Lifetime Member No. 01" 24 First



NOTICE TO PROCEED

15 March, 2022

MR. DANIE O. C. MAGNO TRANCOM ENGINEERING CONSTRUCTION Taylay, Riza!

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION—that work may proceed on the Repair/Repainting of Ynares School Buildings/Ynares Multi-Purpose Covered Court at Brgy. Sto. Domingo, Cainta, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3.4.200

DANILO C. MAGNO

CONTRACT AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

TRANSOM ENGINEERING CONSTRUC	FION a sole proprie	torship/prive	ate corporat	tion, duly
organized and existing under the laws of the and office address at Tayto	he Republic of the Philippines	with princi	pal place of epresented	f business by its
Proprietor/President/General Manager,	DANILO MAGNO	of	legal age,	Filipino
citizen, single/married, resident of	Teytay, Rizal	hereinafter	referred t	o as do
CONTRACTOR, WITNESSETH, That,				14.1

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSE Res. No. 12, 8. 2021 namely:

Remain/Repainting of Ymeree School Buildings/Ymeres Multi-Purpose Covered Court at Brgy. Sto. Comingo, Ceinta, 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 9 February 2022, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Sillion One Hundred Seventy-Nine Thousand Six Hundred Thirty Pescs 4 19/100 (P 2,179,630.19), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty

 Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. No. 12, e. 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. Ridding Documents including all the documents/statements contained in the winning biddes/s two (2) bidding envelopes
 - h. Bid Socurity
 - Addenda and Supplemental Bullerin
 - 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 coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Two Million One Hundred Seventy-Nine Thousand Six thandred Thirty Pesos &

 19/100

 (P 2,179,630.19), Philippine

 Currency, is consideration of the construction and only upon completion of the infrastructure works unless otherwise baread 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 gifl to any official or employee of the PROVINCE, or any Government instrumentality to sexure 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 Fifty-Three Thousand Eight 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 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 G 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 Antipulo City.

TRANCON ENGINEERING CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By.

Proprietor/Manager/President

By:

WITNESSES

LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) 18.5. ANTIPOLO CITY

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

Name/Entity

Valid ID Presented

Date

Ptace

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2038

Manila

DANTILO MAGNO

TIN NO. 130-861-254

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

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

Repair/Repainting of Ymeres School Buildings/Ymeres Hulti-Purpose Covered Court at Grgy. Sto. Domingo, Cainta, Rizal

WITNESS MY HAND AND SEAL this Mill 15 2day of

Capitol, Antipolo City

Doc No 109 Page No.

Book No.

Series 20 22

HINA MARIE L. SANTOS NOTARY FLEUC

or NOTARY POBER Carder's all in the PROVINCE OF R.ZAL

Apr. Water 19-005

Roll of Minmays No. 69250 PTR No. 17192074 / January 3, 2029 / FT



NOTICE TO PROCEED

15 March, 2022

MR. BRIAN B. FERIDO DUKHEA CONSTRUCTION Binangonan, Rizal

Dear Mr.

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

Construction of 1-Storey Ynares Multi-Purpose Hall at Hiock 108 Kalinisan St. Karangalan Village, Brgy, San Isidro, Cainta, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

BRIAND, FERIDO

02/09/2022 # 7

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

nis ac	and itol, t by
ŀ	Cap his ac

DUKHEA	CONSTRUCTION	a sole pro	prietorship/priva	te corporat	ion, duly f business
organized and existing and office address Proprietor/President/Cottizen, single/marrie CONTRACTOR. W	General Manager, ed, resident of	he Republic of the Philippenen, Rizel ERIAN FERIDO Binsagonen, Rizel	and herein ro , of , hereinafter	legal age,	Filipino

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 21, 8. 2019

Construction of 1 storey Ynames Sulti-Purpose Hall at Block 106 Kalinisan it. Karangalan Village, Brgy. San Isidro, Cainta, 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 _9 February 2022 ____, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Six Hundred Eighty-Eight Thousand Seven (P 2,688,799.64), Philippine Currency. Hundred Ninety-Nine Pesos & 64/100

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

- 1. The whole works subject matter of this Agreement shall be completed within (75) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - SP Ordinance No. 21, 8, 2019
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - Request for Expression of Interest
 - Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto
 - 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 coveramis to pay the CONTRACTOR the amount of PESOS Two Million Six Hundred Eighty-Eight Thousand Seven Hundred Ninety-Nine Pesos (P2,688,799.64 Currency, le consideration of the construction and only upon completion of the infrastructure works unless otherwise second 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;

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 Eight Handred Six Thousand Six Hundred Thirty-

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Nine Pesos & 90/100 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 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 [140 15 2017] day of at Antipolo City.

PERSONAL CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

RRYA Proprietor/Manager/President

Governor

REBECCA A. YNARES

WITNESSES

YORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

BRIAN FERIDO

TIN NO. 300-263-262

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

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

Construction of 1 storey Yneres Multi-Purpose Hell at Block 108 Kelinisan St. Karengelen Villege, Brgy. Sen Isidro, Cainta, Rizel

WITNESS MY HAND AND SEAL this MAR 15 202 day of Capitol, Antipulo City

Doc No.

Page No. Book No.

Series 20 22

lembar 28, 2021)

Positio Arlamens Rel 59250 PTR Rel 19000079 (Labery 3, 2007) 1922 (189 LALChe Weill, Rul 610022) Rec



NOTICE TO PROCEED

15 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

Repair/Repainting of Covered Pathwaik at Bagumbong Elem. School, Brgv. Bagumbong, Jalajala, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

8

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

ALEX A. SUELTLA

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	eferred to as the PROVINCE; and
A. SUFLITA CONSTRUCTION , a sorganized and existing under the laws of the Republic of the and office address at Morong, Rizel Proprietor/President/General Manager, ALEX SUE citizen, single/married, resident of Morong, Rizel	Designations with high street once or conserved
Proprietor/President/General Manager, ALEX SUE	hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,	-
WHEREAS, the PROVINCE declares that certain is pursuant of the Sangguntang Panlalawigan Ordinance No. E	nfrastructure works should be constructed in PSB Res. No. 12, s. 2021 namely:
Receir/Repeinting of Covered Pathwelk at Brgy, Legumbong, Jalejele, Rizel	Begunbong Elementary School,
WHEREAS, the CONTRACTOR, warranting that it to undertake the above said infrastructure works, has been of Bid in a public bidding held last 9 February 2022	has accepted and binds itself to undertake
the construction and completion of the above said infrastr	tolens program of works and specification in
consideration of the amount of Six Hundred Fifty Pesos & 29/100	(P 650, 399, 29), Philippine Currency.
NOW, THEREFORE, for and in consideration of	f the foregoing premises, the parties never
bereby agree as follows:	
Documents, Approved Plans, Program of Works and Spec Contract, Supplemental or Bid Bulletins, if any, and sup 2016 Revised Implementing Rules and Regulations of Repu and incorporated herein by way of reference, namely:	norting/related documents at required to the
a. SP Ordinance No. RPSB Res. No. 12, s. 20	021
 SP Ordinance No. RPSB Res. No. 12, s. 20 Certificate of Availability of Funds 	021
	021
 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications 	021
 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule 	021
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b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents bidder/s two (2) bidding envelopes h. Bid Security i. Addeada and Supplemental Gulletin j. Notice of Award of Contract and the Contractor 2. In consideration of the paymen to be made by laster hereby coverants with the PROVINCE to construct at this Agreement in conformity with the province of the Cons 3. The PROVINCE hereby coverants to pay the Six Hundred Fifty Thousand Three Hundred Ni	Statements contained in the winning Conformity thereto the PROVINCE to the CONTRACTOR, the complete the infrastructure works subject of ract, the CONTRACTOR the amount of PESO mety-Nine Pesos & 29/100 (P 650,399.29), Philippin
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Gulletin j. Notice of Award of Contract and the Contractor 2. In consideration of the payment to be made by later hereby coverants with the PROVINCE to construct at this Agreement in conformity with the province of the Contract 3. The PROVINCE hereby coverants to pay the Six Hundred Fifty Thousand Three Hundred Michael Courses, to consideration of the construction and only the Course of the Contractor, to consideration of the construction and only the Course of the Consideration of the construction and only the Course of the Consideration of the construction and only the Course of the Consideration of the construction and only the Course of the Consideration of the construction and only the Course of the Consideration of the construction and only the Course of the Consideration of the construction and only the Course of the Course	statements contained in the winning Conformity thereto the PROVINCE to the CONTRACTOR, the decomplete the infrastructure works subject of ract; the CONTRACTOR the amount of PESOs nety-Nine Pesos & 29/100 (P 650,399.29), Philippin pon completion of the infrastructure works
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Gulletin j. Notice of Award of Contract and the Contractor 2. In consideration of the payment to be made by laster hereby coverants with the PROVINCE to construct at this Agreement in conformity with the province of the Conf 3. The PROVINCE hereby coverants to pay the Six Hundred Fifty Thousand Three Hundred Ni Currency, to consideration of the construction and only unless otherwise agreed by the parties, subject of this Agre-	statements contained in the winning Conformity thereto the PROVINCE to the CONTRACTOR, the decomplete the infrastructure works subject of ract, the CONTRACTOR the amount of PESOs mety-Nine Pesos & 29/100 (P 650, 399, 29), Philippin upon completion of the infrastructure works ement as a contract price at the time and in the
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Gulletin j. Notice of Award of Contract and the Contractor 2. In consideration of the payment to be made by later hereby coverants with the PROVINCE to construct at this Agreement in conformity with the province of the Contract 3. The PROVINCE hereby coverants to pay the Six Hundred Fifty Thousand Three Hundred Michael Courses, to consideration of the construction and only the Course of the Contractor, to consideration of the construction and only the Course of the Consideration of the construction and only the Course of the Consideration of the construction and only the Course of the Consideration of the construction and only the Course of the Consideration of the construction and only the Course of the Consideration of the construction and only the Course of the Consideration of the construction and only the Course of the Course	statements contained in the winning Conformity thereto the PROVINCE to the CONTRACTOR, the decomplete the infrastructure works subject of ract, the CONTRACTOR the amount of PESO mety-Nine Pesos & 29/100 (P 650, 399.29), Philippin upon completion of the infrastructure works are contract price at the time and in the
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Gulletin j. Notice of Award of Contract and the Contractor 2. In consideration of the payment to be made by laster hereby coverants with the PROVINCE to construct at this Agreement in conformity with the province of the Conf 3. The PROVINCE hereby coverants to pay the Six Hundred Fifty Thousand Three Hundred Ni Currency, to consideration of the construction and only unless otherwise agreed by the parties, subject of this Agre-	statements contained in the winning Conformity thereto the PROVINCE to the CONTRACTOR, the decomplete the infrastructure works subject of ract, the CONTRACTOR the amount of PESOs mety-Nine Pesos & 29/100 (P 650, 399, 29), Philippin upon completion of the infrastructure works ement 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 One Hundred Ninety-Five Thousand One Hundred Nineteen Pesos & 79/100

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 embedied 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.

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 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.

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.

(AR 15 2022 IN WITNESS WHEREOF, the parties have bereinto signed this Agreement this _____ day of at Antipolo City.

A SUPLACE CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor 9

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIASBATEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Pluce

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

ALEX SUELILA

TIN NO. 922-882-249

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

Receir/Receinting of Covered Pathwelk at Begusbong Elementary School, Bogy. Degusbong, Jalejale, Risel

MAR 15 2022
WITNESS MY HAND AND SEAL this day of Capitol, Antipolo City.

at Rizal Provincia 221

NOTARY PUBLIC
for Angeno, Binangenan & Cardena
INOTARY PUBLIC RIZAL
Extended until June 30, 2022
(by White of B.M. 375, September 28, 2021)

Adm. Matter 19-805
Roll of Anomeys No. 69250
PTR No. 17132074 / January 3, 2022 / Riza)
IBP uitetime Member No. 016632 / Rizal



NOTICE TO PROCEED

15 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. SORLANO CONSTRUCTION. that work may proceed on the Construction of Covered Pathwalk at Talaga Elem. School, Sitia Talaga, Brgy. Maybancal, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

SIDNEY, B. SORIANO

CLAGREEMENT

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
--

S.B. SORIANO CONS	TRUCTION	, a sole p	ropriet	orship/priva	te corpora	tion, d	luly
organized and existing under and office address at	MOLOUS	, KIZEL	400.00		epresented legal age,		
Proprietor/President/General citizen, single/married, resid CONTRACTOR. WITNESS	dent of	brong, Rizal		hereinafter	referred	o as	the

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

Construction of Covered Pathwelk et Talage Elementery School, Sitio Telegs, Brgy. Maybencal, Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake Bid in a public bidding held last 9 February 2022 the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Three Hundred Seventy-Two Thousand Five (P 1, 372, 597, 04), Philippine Currency. Hundred Ninety-Seven Pesos & 04/100

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. No. 12, s. 2021
 - 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
 - 8. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Security
 - i. Addoods 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 emount of PESOS One Million Three Hundred Seventy-Two Thousand Five Hundred Ninety-Seven (P_1,372,597.04), Philippine Paggs & 04/100 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 memor prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Eleven Thousand Seven Hundred (P_411,779,11 Seventy-Nine Pesos & 11/100 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 PROVENCE;
- 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 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 a 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 becounte signed this Agreement thist, 1.12 11day of at Astripolo City.

S. E. STRIME CONSTRUCTION

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor

WITNESSES

LOLFIA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO OFFICIO, Rizal 35 S.

REPORE 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

SIDNEY SCRIAND

TIN NO. 233-687-269

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and dood 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 Pethwalk at Talege Elementery School, Sitio Talege, Ergy. Maybengeal, Morong, Rizel

WITNESS MY HAND AND SEAL this 15 1112day of Capitol, Antipolo City.

at Rizal Provincial

Doc No 117 Page No. 25 Book No. 4

Series 20 22

MOTARY PUBLIC for NOTARY PUBLIC Cardon

at Middle PROVINCE OF RIZAL

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OFFICE OF THE GOVERNOR.

NOTICE TO PROCEED

15 March, 2022

MR. DANILO C. MAGNO TRANCOM ENGINEERING CONSTRUCTION Taytay, Riza!

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION that work may proceed on the Construction of 6x18m Ynores Multi-Purpose Covered Court at Pulong Rumanoy Elem. School, Brgy. Lagundi, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

65

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

21/2002

Authorized Signature:

Name of the Representative of the Bidder:

DANILO C. MAGNO

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
	, a sole proprietorship/private corporation, duly
	organized and evening under the laws of the Republic of the Philippines, with principal place of business
	Proprietor/President/General Mainighty, Rizel , of legal age, Filipmo
	CONTRACTOR. WITNESSETH, That, Tayley, Rizel
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigan Ordinance No. RPSB Rec. No. 12, c. 2021
	Construction of 16x18m Yneres Multi-Purpose Covered Court at Pulong Kumanoy Elementary School, Brgy. Lagundi, Morong, Rizal WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
	de de la company
	Bid in a public bidding held last, has accepted and binds itself to undertake the construction and completion of the above/said liftrastructure works arictly in accordance with the
	following standards set forth in the bid documents, approved plans, program of works and specification of the amount of
_	Two Million Sixty One Thousand Forty integrate action.
	2.061.048.39
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereity agree as follows:
	1. The whole works subject master of this Agreement shell be completed within () calendar days, in accordance with the provisions of the Bid
	Documents, Manabyed Plans, Program of Works and Specifications, General and Special 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.
	 Certificate of Availables of Funds • 12, s. 2021 Scope/Program of Work and Detailed Estimate
	d. Plans and Specifications
	e. Construction Schedule f. Request for Expression of Interest
	g. Hidding Documents heluding 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
	the province to the CONTRACTOR the

 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

Two Million Sixty-One Thousand Forty-Eight Pesos (P39/100), Philippine Currency, is consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the meaner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



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

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

Fourteen Pesos & 52/100 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 Al! 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. 9181, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 15 102 day of at Antipolo City...

TRANCOM PRIGINFERING CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor

WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Plante

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

DANILLO ISACNO

TIN NO. 130-861-254

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

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

Construction of 6x18m Ynares Multi-Purpose Covered Court et Pulong Kumenoy Elementary School, Brgy. Lagundi, Morong, Rizal

WITNESS MY HAND AND SEAL this 15 2022 day of Capitol, Antipolo City.

Doc No.

Page No. Book No.

Series 20 23

, at Rizal Provincial

RIE L. SANTOS ARY FUBLIC NOTARY FUBLIC for Angeno, Binangonan & Cardona

all in NOTARY PUBLICAL

Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-008 Reil of Atierrays No. 69250

PTR No. 17132014 / January 3, 2023 - Riz . BPIL Towne Mainbor No. 016632 - Kizali



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 March, 2022

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Improvement of Ynares School Buildings at Hulo National High School, Brgy. Hulo, Pililla, 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 Inaplementing 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 12 Down

Authorized Signature:

Name of the Representative of the Bidder:

OLIVER O. XQUINO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

GOVERNOR, HON, REBECCA A. YNARES, herein	L, a local government unit, duly organized and government at the Rizal Provincial Capitol, oque, Antipolo City, represented in this act by a referred to as the PROVINCE; and
Cliver Squipe Construction	sole proprietorship/private corporation, duly
rganized and existing under the laws of the Republic of to address at Binangonan, Rizel Proprietor/President/General Manager, Gliver Aquitizen, single/married, resident of Binangonan, Rizel	L - The limena a well writering things of this lines.
CONTRACTOR. WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain musuant of the Sangguntang Panlakowigan Ordinance No.	infrastructure works should be constructed in
Improvement of Ynares School Bailding	on at Hule H tional High School,
WHEREAS, the CONTRACTOR, warranting the condentake the above said infrastructure works, has been also in a public bidding held last the construction and completion of the above said infra following standards set forth in the bid documents, approximately	has accepted and binds itself to undertake
Bight Pesos and 84/100	(P 876,698,69), Philippine Currency.
1. The whole works subject matter of the Porty Five (45) calendar days	in accordance will the provisions of the Die
The whole works subject matter of to procuments, Approved Plans, Program of Works and Sp. Contract, Supplemental or Bid Bulletins, if any, and st. 2016 Revised Implementing Rules and Regulations of Research.	ecifications, General and Special Conditions of apporting/related documents as required by the
1. The whole works subject matter of the Forty Five (45) calendar days Documents, Approved Plans, Program of Works and Sp. Contract, Supplemental or Bid Bulletins, if any, and st. 2016 Revised Implementing Rules and Regulations of Resand incorporated herein by way of reference, namely:	cecifications, General and Special Conditions of apporting/related documents as required by the epublic Act No. 9184 and are integrated herewith
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1. The whole works subject matter of the Porty Pive (1957) calendar days Documents, Approved Plans, Program of Works and Sp. Contract, Supplemental or Bid Bulletins, if any, and st. 2016 Revised Implementing Rules and Regulations of Related incorporated herein by way of reference, namely: a. SP Ordinance No. RPSB Res. 12, 8, 20 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimated, Plans and Specifications c. Construction Schedule	ecifications, General and Special Conditions of apporting/related documents as required by the epublic Act No. 9184 and are integrated herewith
1. The whole works subject matter of the Forty Five (15) calendar days Documents, Approved Plans, Program of Works and Sp. Contract, Supplemental or Bid Bulletins, if any, and st. 2016 Revised Implementing Rules and Regulations of Reland incorporated herein by way of reference, namely: a. SP Ordinance No. RPSB Res. 12, 8, 20 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimated, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the document bidden's two (2) bidding envelopes	cecifications, General and Special Conditions of apporting/related documents as required by the epublic Act No. 9184 and are integrated herewith
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- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Sixty Three Thousand Nine Pesos (P 263,009.65)

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;
- 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 reson to other alternative modes of disputes resolution.

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

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 111 is day of at Antipulo City:

Cliver agains Construction

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Cliver Aquine

Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor

WITNESSES

LOLITA'B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITAngono, Riza) S.S.

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

Name/Emity

Valid ID Presented

Date

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

Cliver aquine

182-311-289

All known to me and to me known to be the same person's who executed the foregoing instrument and peknowledgment 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 Theres School Buildings at Eule Sational High Schools Brgy, Hulo, Fililla, Steal

WITNESS MY HAND AND SEAL this _____ MAR 15 day of Capitol, Antipolo City.

Dec No.

Page No. Book No.

Series 20 22.

ACOPARY PERBET Cardona

Extended unity. ... 30, 2022 (by virtue of B.M. 377). St. Jember 28, 2021) Adm. Mat ... 9-806

Raifel After 6-5 no. 85250 1970 Million to the p. 3, 2222 / 9 26 FTR No IBP LEGIT C Moneur No. 018632 / Reput



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 March, 2022

MS. NOEMI D. SORIANO RSS CONSTRUCTION & SUPPLIES Teresa, Rizal

Dear Ms. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to PSS CONSTRUCTION & SUPPLIES—that work may proceed on the Construction of Fence at Matagbak Elem. School, Brgy. Bagumbayan, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

NOEM D. SORIANO

02/09/2022 # 12

CONTRACT AGREEMENT 12.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government of existing under Republic Act No. 7160, with seat of government at the Riz Circumsferantial Road corner P. Oliveres St., Brgy. San Roque, Antipolo City, reits GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PRO	zal Provincial Capitol, presented in this act by
RSS Construction and Supplies , a sole proprietorship/pr	ivate corporation, duly
organized and existing under the laws of the Republic of the Philippines, with prisand office address at Teress, Rizal and herein Proprietor/President/General Manager, Noemi D. Toriano citizen, single/married, resident of Teress, Rizal hereinaft CONTRACTOR. WITNESSETH, Thus,	ncipal place of business
WHEREAS, the PROVINCE declares that certain infrastructure works a pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 1	hould be constructed in 2, s. 202 pamely:
Construction of Fence at h tagbak Flem. School, Brgy. B Fililla, Rizal	agumbayan,
Bid in a public bidding held last Fahruary 9, 2022 , has accepted and the construction and completion of the above said infrastructure works strictly following standards set forth in the bid documents, approved plans, program of we consideration of the amount of Six Hundred Twenty Two Thousand Cone Peace and 81/100 (P 622,121,81	orks and specification in
NOW, THEREFORE, for and in consideration of the foregoing pren hereby agree as follows:	nises, the parties herete
1. The whole works subject matter of this Agreement shell Forty Two (92) calendar days, in accordance with the Documents, Approved Plans, Program of Works and Specifications, General and Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents and Implementing Rules and Regulations of Republic Act No. 9184 and and incorporated herein by way of reference, namely:	d Special Conditions of tents as required by the
a. SP Ordinance No. RPSB Res. No. 12, e. 2721	100
b. Cortificate 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
bidden's two (2) bidding envelopes	A 24/4/05/07/RE9
h. Bid Security	

10

 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;

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

i. Addenda and Supplemental Bulletin

3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS

Six Hundred Twenty Two Thousand One Hundred Twenty One Pesos and 84/400

(P 622,121.81), Philippine

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Eighty Six Thousand Six Hundred Thirty Six Pesos and 54/100 (P 186,636,54)

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

- 6 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7360, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed partion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemil 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;
- II. 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 recavings 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 12to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the 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 bereauto signed this Agreement this at Antipolo City.

RGS Construction and Supplies

Entity/Firm/Corporation

By:

oriano

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

Ву:

REBECCA A. YNARES Governor.

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES). ANTIPOLO CITAGODE RIGIDE) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON RESECCA A. YNARES

Passport No P8239281A

August 5, 2028

Manila

at Rizal Provincial

Beerd D. Portane

166-852-366

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 Fence at Mataghak "lot, School, Brgy, Bagumbayan, Pilills, Rigal

WITNESS MY HAND AND SEAL this MAR 15 2022 of

Capitol, Antipolo City.

Doc No. Page No Book No. Series 20 20

NOTARY PUEL'O for Angono, Binangonan & Cardon, all in NOTARY PUBLICIAL Extended until Curte \$6, 2022 (by virtue 68 81), 3/95, \$cptomber 89, 2021)

Adm. Matter 19-006 Roll of Adurcays No. 09250

PTR No. 17 (0207%) January 3, 2022 (Piva or Marchaethau 50, 51



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

15 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

Repair/Repainting/Improvement of Ynares School Buildings at Brgy. San Jose, Rodriguez, Rital effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

3.177022

Authorized Signature:

Name of the Representative of the Bidder.

GERALD KENN SJ. BILOG

CONTRACT AGREEMENT 13

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

nd ol, oy

GB Suilders	a sole pro	oprietorship/priva	te corporation, duly
organized and existing under the laws of mid office address at Horong, Proprietor/President/General Manager,	Day Valle CT. R41	los . of	legal age, Filipino
citizen, single/married, resident of _ CONTRACTOR. WITNESSETH, Tha	Horong, Missi	, hereinafter	referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 2758 Res. No. 12, S. 2021 namely:

Repair/Repainting/Improvement of Theres School Smildings at Brgy. Sen Jose, Rodrigues, 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 Lewest Calculated Responsive Bid in a public bidding held last February 9, 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of _Seven Million Sixteen Thousand Seven Hundred Seventy (P 7,016,770,08), Philippine Currency. Pesos and 08/100

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

- 1. The whole works subject matter of this Agreement shell be completed within (160) calendar days, in accordance with the provisions of the Bid One Hundred Sixty Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid 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 See No. 12, E. 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 bidden's two (2) bidding envelopes
 - h Bid Scourity
 - i. Addends 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 Hillion Sixteen Thousand Seven Hundred Seventy Pesos and 08/400

(P 7,016,770,08), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



- The CONTRACTOR warrants that be has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of 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;

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be ut 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 shell 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 Amipolo, with the exclusion of any other courts.

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

ERB Builders

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNARES Governor in

By:

Gerald J. Sileg Proprietor/Manager/President

WITNESSES

By:

//

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Mamila

Serald Kenn SJ. Bilog

196+519-323

All known to me and to me known to be the same persons'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/Improvement of Ymeres School Buildings at San Jose, /
Rodrigues, Risal
WITNESS MV HAND AND SEAL this MAR 15 2277
at ROSPERVINGIALS

Doc No. 23

Page No. 23

Book No. 4

Series 20 22

ATTY ANNA MARIE L. SANTOS
MOTARY PUBLIC
I'M Angeno, Binangonan & Cara. 13
all in the PROVINCE OF 5/24L
NOTABLY PROVINCE OF 5/24L
NOTABLY PROVINCE OF 23, 2021

(6) virtue of 9 M, 3795, September 23, 2021) Adm. Matter 19-605 Row of Anomeys No. 59230 PTR No. 17132074 / January 3, 2027 / Rizal IRP Literine Member No. 916527 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 March, 2022

NICKERSON IL SAGUN NICKERSON CONSTRUCTION Rodriguez, Rizal

Dear Mr. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to NICKERSON CONSTRUCTION—that work may proceed on the Construction of Covered Pathwalk at Paray National High School, Brgy. Puray. Rodriguez, 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

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

NICKERSON H. SAGUN

KNOW ALL MEN BY THESE PRESENTS:

Circ	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and ting under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, represented in this act by GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	Mickerson Construction , a sole proprietorship/private corporation, duly
Proj citiz	mized and existing under the laws of the Republic of the Philippines, with principal place of business
pur	WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in suant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. 12, s. 2021 namely:
	Construction of Covered Pathwelk at Puray Sational High School Brgy. Puray, Rodriguez, Rizal
the	in a public bidding held last February 9, 2022 bas accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the owing standards set forth in the bid documents, approved plans, program of works and specification in
cor	sideration of the amount of One Million Three Hundred Forty One Thousand Three Hundred Forty One Three Hundred For
- H	sideration of the amount of One Million Three Hundred Forty One Thousand Three
her Do Co 20	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
her Do Co 20	NOW, THEREPORE, for and in consideration of the foregoing premises, the parties hereto eby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within the completed within a consideration. Approved Plans, Program of Works and Specifications, General and Special Conditions of the Revised Implemental or Bid Bulletins, if any, and supporting/related documents as required by the life Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith a special conditions of the recomposited by the life Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith a incorporated herein by way of reference, namely: a. SP Ordinance No. RP:35 Sem. 12, s. 2021 b. Cartificate of Availability of Funds
her Do Co 20	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto eby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within fixty (60) calendar days, in accordance with the provisions of the Bid cuments, Approved Plans, Program of Works and Specifications, General and Special Conditions of cirract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the A6 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith a incorporated herein by way of reference, namely: a. SP Ordinance No. RP:38 Sec. 12, 8. 2021 b. Cartificate of Availability of Fands c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
her Do Co 20	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto eby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within the provisions of the Bid cuments, Approved Plans, Program of Works and Specifications, General and Special Conditions of the Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith incorporated herein by way of reference, namely: a. SP Ordinance No. RPSB Sem. 12, s. 2021 b. Cartificate of Availability of Fixeds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule
her Do Co 20	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto eby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within ixty (60) calendar days, in accordance with the provisions of the Bid cuments, Approved Plans, Program of Works and Specifications, General and Special Conditions of extract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 16 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith a incorporated herein by way of reference, namely: a. SP Ordinance No. RPSB Rev. 12, s. 2021 b. Cartificate of Availability of Fands c. Scope/Program of Work and Octailed Estimate d. Plans and Specifications c. Construction Schedule f. Request for Expression of laterest g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes
her Do Co 20	NOW, THEREPORE, for and in consideration of the foregoing premises, the parties hereto eby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within inty (60) calendar days, in accordance with the provisions of the Bid comments, Approved Plans, Program of Works and Specifications, General and Special Conditions of terract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 16 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith a incorporated herein by way of reference, namely: a. SP Ordinance No. RP:38 Rev. 12, s. 2021 b. Cartificate of Availability of Fands c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule f. Request for Expression of interest g. Bidding Documents including all the documents/statements contained in the winning

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

this Agreement in conformity with the province of the Contract,

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

3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS One Million Three Hundred Forty One Thousand Three Hundred Twenty Four Pesos and 47/100 (P 1,541,524,47), Philippine

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

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Two Thousand Three Hundred Ninety Seven Pesos and 34/100 (P 402,307,34)

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

referred therete: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, 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 gray/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 to 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 15 Way of at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CHIYONO, 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

Manile

Nickerson Sagun

412-090-915

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 Pethonik At Puray National High School, Brgy. Puray. Rodrigues, Rizal

Doc No. 139
Page No. 28
Book No. 4
Series 20 22

AGTY ANNA MARIE L. SANTOS NOTARY PUBLIC for Angono, Binangonan & Cardona aNOTARY PUBLIC RIZAL Extended until June 30, 2022

at Rizal Provincial

Extended until June 35, 2022 (by virtue of B.M. 3795, September 28, 2021 Adm. Matter 19-008

Adm. Matter 19-006 Roll of Attorneys No. 59250



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 March, 2022

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

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to GEB BUB DERS — that work may proceed on the Construction of Stage at San Mateo Senior High School, Brgy. Gultnang Bayan I, San Mateo, Rigal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3 17.2022

GERALD KENN SL BILOG

CONTRACT AGREEMENT IS

KNOW ALL MEN BY THESE PRESENTS:

THE ACRESMENT HARD AND CHARLES BY MAKE CONTRACT.
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
GKB Builders, a sole proprietorship/private corporation, duly
creanized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at Mayons Rivel and herein represented by its
Dearwigter/Dyon/tont/Linnergi Managar Gores / Same 1/1 Sa
citizen, single/married, resident of Morong, Bizel , hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,
CONTRACTOR WITHDOLDING THOSE
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinance No. BPSB Res. No. 12, s. 202 namely:
pursuant of the Sangguniang Pantatawigan Ortanance No.
Construction of Stage at San Nates Senior High School, Brgy. Guitnang
CONCLINETION OF REAL PROPERTY OF THE PROPERTY AND ADDRESS OF THE PROPERTY OF T
Bayms I, San Hateo, Rizal
manufacture of community and in the financial and technical commetence
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 9, 2022 has accepted and binds itself to undertake
the construction and completion of the above said infrastructure works strictly in accordance with the
following standards set forth in the bid documents, approved plans, program of works and specification in
consideration of the amount of One Million One Handred Seventy Five Thousand Five
Sundred Nine Pesos and 34/100 (P 1,175,509,34), Philippine Currency.
the state of the s
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
(sia) calendar days in accordance will the provisions of the bis
Decements Approved Plane Program of Works and Specifications, General and Special Conditions of
Contract Complemental or Rid Rulleting if any and supporting/related documents as required by the
2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith
and incorporated herein by way of reference, namely:
a. SP Ordinance No. RPSB Res. No. 12, 8, 2021
b. Certificate of Availability of Fends
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
biddet to (2) hidding and an another a
bidden's two (2) bidding envelopes
h. Bid Somerity
i. Addends and Supplemental Bulletin
j. Notice of Award of Contract and the Contractor's Conformity thereto
The assertion of the property of the property of the CONTRACTOR the
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
juster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
mis Agreement in conformity with the province of the Contract;

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

One Hillion Cas Hundred Seventy Five Thousand Five Hundred Rine Peace and

Currency, is consideration of the construction and only upon completion of the infrastructure works unless otherwise amond by the postion or the infrastructure works. coloss otherwise around by the parties, subject of this Agreement as a contract price at the time and in the man 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 Two Thousand Six Hundred Pitty Two Thousand Six Hundred (P 352.652.80)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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 maintained by the CONTRACTOR under his name and at provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10 The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to.
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and n and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement she arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provid disputes that are within the competence of the Construction Industry Arbitration 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 (5) to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted beuefit 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 hereumo signed this Agreement this MAR 15 Tay of at Antipolo City.

3KB Buildere

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNARES

Governor 19

Entity/Firm/Corporation

By:

derald I St. Milog

Proprietor/Manager/President

WITNESSES

By:

LOLITA'B, DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON. REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Gerald Kenn 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 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 Stage at San Hateo Semior High School, Brgy. Guitneng Bayen I, San Mateo, Rizel

WITNESS MY HAND AND SEAL this MAR 15 207 of Capitol, Antipolo City.

Doc No. 136 Page No. 23

Book No.___ Series 20 22 ATTY, ANNA MARIE L SANTOS NOTARY PUBLIC for Angono, Binangonan & Caracera

NOTARY PUBLISHED OF RIZAL Extended until June 30, 2022

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

Roll of Altomeys No. 59250 PTR No. 17132074 / January 3, 2022 / Rizat IBP Lifetime Mambox No. 046632 | Rizat



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

15 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 GRB BUILDERS—that work may proceed on the

Installation of Steel Window Grills at DPWH School Bidg, at San Mateo Senior High School, Brgy, Guitnang Bayan II, San Mateo, Rigal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3 . 2.00

GERALD ON SI, BILOG

02/09/2022 # 16

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

OUVER	der Republic A	ot No. 7160, with	rgy. San Roque, An RES, herein referred	tipolo City, repres to as the PROVIN	
	AB Builders		a sole pro	prietorship/privat	e corporation, duly
nd offic roprietor/I citizen, sin	e address at	Manager, Ger	public of the Philippal	pines, with princip and herein rep	presented by it
***	mnrig 4 - DD	OVERNOOD dealerses	that certain infrastrutinance No. Resident	Res. Ho. 12,	ld be constructed in a 202 pamely:
4	enice High Se	shool, Brgy. Gu	Grills at DPak itneng Bayen II ranting that it has th	. San Mateo KT	201
Bid in a pu he constru- following : considerati	ablic bidding held	d last reprusry	s, has been declared 9, 2022 has said infrastructure ants, approved plans, ion Five Hundre	works strictly in program of works	accordance with the
1. Sixty	s, Approved Plan	ns, Program of Wo	ender days, in accords and Specification	ons, General and S related document	s as required by
2016 Revi and incorp	ised Implementin corated herein by	g Rules and Regula way of reference, n	mons of Republic A	ot No. 9184 and ar	e integrated netew
a. b.	SP Ordinance N				
C.	Certificate of A	lo. RPSB Res. No vailability of Funds of Work and Detail	12, 8, 2021		. ·
d.	Certificate of A Scope/Program Plans and Speci	vailability of Funds of Work and Detail ifications	12, 8, 2021		
d. 6. £	Certificate of A Scope/Program Plans and Speci Construction So Request for Exp Bidding Docum biddes/s two (2)	vailability of Funds of Work and Detail ifications should pression of Interest	ed Estimate	ents contained in t	
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d. d. e. f. s. h. i. j. 2	Certificate of A Scope/Program Plans and Speci Construction So Request for Exp Bidding Documbidder/s two (2) Bid Security Addenda and St Notice of Award to consideration by powenants with the Security and Security Addenda and St Notice of Award St Notice of Aw	vailability of Funds of Work and Detail ifications include pression of Interest nents including all ti) bidding envelopes applemental Bullets d of Contract and the	ed Estimate de documents/statem e Contractor's Conf	comity thereto	he winning
d. d. f. f. f. f. f. j. lasser here fris Agre	Certificate of A Scope/Program Plans and Speci Construction So Request for Exp Bidding Docum bidder/s two (2) Bid Security Addenda and St Notice of Aware by povenents with the consideration	vailability of Funds of Work and Detail ifications include ression of Interest nents including all ti) bidding envelopes applemental Bulleti d of Contract and the n of the payment to the PROVINCE to nity with the province	ed Estimate de documents/statem e Contractor's Conf	comity thereto ROVINCE to the splete the infrastru	ture works subject

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Fifty Two Thousand One Hundred Twenty Four Pesos and 67 /100 (P 452-124-67)

 Phillippine 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;

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"All contracts executed in accordance with the Act and this IRR shall contain a privision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of 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 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 doly stamped and received by the BIR and duly validated with the tax payments made thereon.

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





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

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

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

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

OKB suilders

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

REBECCA A. YNARES

By:

Proprietor/Manager/President

WITNESSES

Governor 3

OLITA DE GEZMAN

MA. VICTORIA D. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CIPAGONO, Rival) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Gerald Henn SJ. Bilog

496-549-323

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

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

Installation of Steel Cindow Wrills at PFoll School Fullding, at San Mateo Semier Righ School, Bray, Guitnens Dayon II, San Mateo, Rivel

WITNESS MY HAND AND SEAL this HAR 15 2022y of Capitol, Antipolo City.

___, at Rizat Provincial

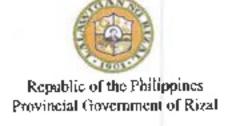
Doe No 124
Page No. 25
Book No 4
Series 20 22

NOTARY PUBLIC for Angeno, Binangenari & Carduna NOTARY PARAMETER OF RIZAL

NNA MARIE L. SANTOS

Extended until June 30, 2007 (by virtue of 8 M, 3795, September 25 1, 21) Auth. Matter 19-606

Rehick Attorneys No. 61 1. PTH No. 47132074 / January 3, 1927 / Rival ISP Cifetime Member No. 616632 / Rival



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

15 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

Repair/Repainting of Ynares School Buildings at San Mateo National High School, Brgy. Guitnang Bayan I, San Maten, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

8

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

2.12202

Authorized Signature:

Name of the Representative of the Bidder:

GERALDANN SJ. BILOG

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

GHOB Bu	uilders			a sole propriet	orship/prive	ate corporati	on, duly business
organized and e and office : Proprietor/Presi citizen, single/ CONTRACTO	address at ident/General married, resi	Manager,	Gerald Menn orong, Rizal	SJ. Bilog	, of	epresented legal age, referred to	Filipino

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. 12,5, 2021

Repair/Repainting of Ynares School Buildings at San Mateo Mational High School, Brey, Guitneng Bayen I, San H teo 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 9, 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 __Eleven Million Three Hundred Eighteen Thousand Two (P 11,318,255,44), Philippine Currency. Hundred Fifty Five Pesos and 44/100

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

- 1. The whole works subject matter of this Agreement shall be completed within Two Hundred Sixty Five (265) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. RPSB Res. 12, s. 2021
 - Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plane 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. Addunda and Supplemental Sulletin
 - 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 emount of PESOS Eleven Million Three Hundred Eighteen Thousand Two Hundred Fifty Five Pesos and (P_ 11,318,255,44), 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 random 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;

17

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Million Three Hundred Ninety Five Thousand Four Hundred Seventy Six Pesos and 63/100 (P 3,395,476.63)

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



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(A)

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.

furisdiction 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 15 7077 day of at Antipolo City.

GRB Builders

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

REBECCA & YNARES

Governor 🥦

St. Bilog Gerald 10

Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

MA, VICTORIAB, TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIPRIGODO, POZ) S.S.

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

Name/Entity

Valid ID Presented

Oate

Place

HON REDECCA 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:

Repair/Repainting of Ynares School Buildings at San Matee National High School, Brgy, Guitnang Bayan I, San Mateo, Rizal

WITNESS MY HAND AND SEAL this MAR 15 THEY of

at Rizal Provincial

Capitol, Antipolo City.

Doc No.

Page No. Book No.

Series 20 22

AFTY, ANNA MARIE L. SANTOS NOTARY PUBLIC

for Angono, Binenganan & Cardon all NOTEARY/INDELSCRIZAL Extended until June 30, 2022

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

Rolf of Altomeys No 69250 PTR No. 17132074 / January 3, 2022 / Rizal

IBP Lifetime Hember No. 016632 / Rizat



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

15 March, 2022

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

Dear Mr. Ubiadas.

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

KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the

Provision of Stair on Fill and Improvement of Ynares Stage at Brgy. Dolores, Toyloy, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

317.7072

LAURO A. UBIADAS

CONTRACT AGREEMENT 18

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

KIT UBIADAS CONSTRUCT	ION CORPO	RATION .	a sole proprie	torship/priva	ite corporat	ion, duly
organized and existing under	the laws of	the Republic of	the Philippines	s, with princi	pal place of	business
and office address of	Binens	conen, Rizel	. and	petetir tr	presented	Dy 165
Proprietor/President/General	Manager,	LAURO	M. UBIADAS	, 01	legal age,	гшршо
citizen, single/married, resid	dent of	Binengonen,	Rizel .	hereinafter	referred to	o as the
CONTRACTOR, WITNESS		CALCULATE AND AND ADDRESS OF				4

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panialawigan Ordinance No. RPSB Res. No. 12, 8, 2021 namely:

Provision of Steir on Fill and Improvement of Ynares Stage at Brgy. Dolores, Taytay, Mizel

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

9 February 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 Nine Hundred Ten Thousand Eight Bundred Ninety-Seven Person 4 29/100 _____, Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. No. 12, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents tucluding 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 land hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Nine Hundred Ten Thousand Eight Hundred Ninety-Seven Pesos & 29/100

 (P 910,897.29), Philippine

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



- 4 The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Seventy-Three Thousand Two

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

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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts. man 15 2017

at Antipolo City.

KIT UBIADAS CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

LAURO H. UBIADAS

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor g

WITNESSES

LOLITA'B. DICGUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITYCONO, ROZZII) 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

Manile

LAURO M. UBIADAS

TIN NO. 008-410-689

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

Provision of Steir on Fill and Improvement of Ymeres Stage at Brgy. Dolores, Taytay, Rieal

WITNESS MY HAND AND SEAL this MAR 15 Miles of Antipolo City

Doc Na. Pego No. ____24

Book No. Series 20 2 at Rizal Provincial Capitol,

ANNA MARIE L. SANTOS NOTARY PUBLIC

for Angono, Binangona: & Cardona NOTARY PUBLICE OF RIZAL

Extended until June 31, 2022 (by viduo of 8 19, a 1-6, Brokenia et 28, 2021)

Acm. Vistor C. C. PTR No. 17 (000 to 30 uses 2 to 100 P zel (SP c) etime (30 uses 2 to 100) P zel (SP c) etime (30 to 80 uses 2 to 100) R zel



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

15 March, 2022

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

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONSTRUCTION & TRADING that work may proceed on the Repair/Repainting of Ynares School Buildings at Dolores Elem. School, Brgs. Dolores, Taytay, Rigal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

3.17.2022

LAURA I. MARRON

CONTRACT AGREEMENT [9

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

L.L. MARRON CONSTRUCTION AND	TRADING _, a sole proprie	torship/priva	ate corporation, duly
organized and existing under the laws of and office address at Binen	the Republic of the Philippines	with princi	ipal place of business corresented by its
Proprietor/President/General Manager,	LAURA L. MARRON	, or	fcgai age, Linhano
citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Binengonen, Rizel .	hereinafter	referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigan Ordinance No. RPSB Res. No. 12, s. 2021 namely:

Repeir/Repainting of Ymeres School Buildings at Dolores Elementary School, Brgy. Dolores, Taytay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 9 February 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Ninety-Four Thousand Three Hundred

Twenty-Three Peros 6 86/100 (P1.094, 323, 86), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto 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 herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. No. 12, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - 8. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Socurity
 - i. Addenda and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the juster 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 ground of PESOS One Million Ninety-Four Thousand Three Hundred Twenty-Three Pesos 6 86/100

 (P1,094,323.86), 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 open 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 Twenty-Eight Thousand Two Hundred Ninety-Seven Pesos & 16/100 (P 328, 297.16)

 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 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 bereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in fall 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 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 12 11 day of at Amipolo City.

L.L. MARRON CONSTRUCTION AND TRADING

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

AS Mem-

LAGRA L. MARRON

Proprietor/Manager/President

Вy:

REBECCA A. YNARES Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CIPY

) \$.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

LAURA L. MARRON

TIN NO. 236-059-376

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

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

Repair/Repainting of Ynares School Buildings at Dolores Elementary School, Brgy. Dolores, Taytay, Rizal

WITNESS MY HAND AND SEAL this MAR 15 1012 day

Doc No. 115
Page No. 24
Book No. 4
Series 20 22

ANA MARIEL SANTOS

HOTARY PUBLIC
for Angona, Binangolver & Cardona
MOTARY PUBLICE OF 9 7AL
Exturded and 2004 C0 2023
(by vittes of 5 M. 3 97, Substitute 28, 2021)
April Moter 19-279
Restor Charmals For 54,550

Reflet Attorneys Act 05250 PTH No. 17/33074 | January 2, 2027 : Rest "Be of John May per Wol 010532 - Rick!



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 March, 2022

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

Dear Mr. Santos:

The attached Contract Agreement having been approved, notice is hereby given to FLS CONSTRUCTION & BUILDERS that work may proceed on the Repair/Repainting of Ynares School Bldgs. at San Francisco Elem. School, Brgy. Muzon, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3.17.202

FELIMON M. SANTOS

KNOW ALL MEN BY THESE PRESENTS:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and
Fig. Cometruction and 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 Taytay, Risel and herein represented by its Proprietor/President/General Manager, Julison onto of legal age, Fibpino citizen, single/married, resident of Taytay, Risel hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RESE Res. 12, s. 2021 namely:
Heneir/Repainting of Indres School Suilding at Isn Francisco Slem. School, Srgy. Musem, Taytey, Risal
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last rebruary 9, 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Seven Eundred One Thousand Seven Hundred Rinety Eight Pesos and 35/100 (P 3,701,798.35), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shell be completed within 10 (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 hexcenth and incorporated between by way of reference, namely:
a. SP Ordinance No. 32-48 Sec. 12, s. 2021 b. Certificate of Availability of Funds
 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule
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
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule

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 laser hereby ocveniums with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Seven Hundred One Thousand Seven Hundred Ninety Eight Pesos and 35/100 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise bareed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given por promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; \(\infty\)
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hillion One Hundred Ten Thousand Five Hundred Thirty Nine Pesos and 51/100 (P 1,110,539.51)

 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 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 laternal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction 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 26 to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have bereanto signed this Agreement this All 15 10 May of at Antipolo City.

91. Construction and Builders

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Jantos

Proprietor/Manager/President

By:

REBECCA A. YNARJ Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTABIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid 1D Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manita

Felimen Santos

37-732-196

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

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

Repair/Repainting of Ynares school Exildings of Can Francisco sless School, Braye Eusen, Taytoy, Rizal

WITNESS MY HAND AND SEAL this MAR 11 1894 of Capitol, Antipolo City

Doc No. __ Page No. Book No. 4

Series 20 22.

NOTARY PUBLIC for Anguno, Binangonan & Cardona all NOTARY PUBLIC Extended until June 30, 2022 (by virtue of 8 M. 3795. September 28, 2021)

, at Right Providen

Adm. Matter 19-986 Roll of Attorneys No. 89250

PTR No. 17 (32074) January 3, 2022 / Rizol cimber No. 046632 15, 781



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 March, 2022

MS. JESSA F. PAYTE STEELBEND CONSTRUCTION, INC. San Juan City

Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION, INC. that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Hapay No Mangga Elem. School, Brgy. Dolores, Taylay, Rital effective on the day you received this Notice to Proceed.

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

Please acknowledge receipt and acceptance of this notice by signing both comes 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:

mark

Authorized Signature:

Name of the Representative of the Bidder:

JESSA E PAYTE

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and ensered into by and between:	
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organiexisting under Republic Act No. 7160, with seat of government at the Rizal Provincial Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and	Capitol,
	Steelbend Construction, Inc. , a sole proprietorship/private corporation	on, duly
	organized and existing under the laws of the Republic of the Philippines, with principal place of and office address at San Juan City, and herein represented Proprietor/President/General Manager, Jesus F. Psyte, of legal age, citizen, single/married, resident of San Juan City, hereinafter referred to CONTRACTOR. WITNESSETH, Thus,	business by its Filipino
	WHEREAS, the PROVINCE declares that cortain infrastructure works should be consti- pursuant of the Sangguntung Panlalawigan Ordinance No. Res Res. 12, 84 2021 name	nucted in nely:
ij.	Repair/Repainting of Theres Fultipurpose Covered Court at Rapay Na Pantid Lless "chool, Brgy. Dolores, Taytay, Risal	1
`	to undertake the above said infrastructure works, has been declared as the Lowest Calculated Re Bid in a public bidding held last <u>February 9, 2022</u> , has accepted and binds itself to the construction and completion of the above said infrastructure works strictly in accordance following standards set forth in the bid documents, approved plans, program of works and specific consideration of the amount of <u>One Million Four Hundred Thirty Nine Thousand Hundred Eighty Nine Peace and 47/100</u> (P 1,439,589,47), Philippine C	with the ication in
	hereby agree as follows:	
	I. The whole works subject matter of this Agreement shall be completed Ninety Six (96) calendar days, in accordance with the provisions of Documents, Approved Plans, Program of Works and Specifications, General and Special Concornect, Supplemental or Bid Bulletins, if any, and supporting/related documents as require 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated and incorporated herein by way of reference, namely:	ditions of ed by the
2	e. SP Ordinance No. RPSB Res. 12, e. 2021	/
	b. Certificate of Availability of Funds	51
	c. Scope/Program of Work and Detailed Estimate	
	d. Plana and Specifications	
	e. Construction Schedule	
	f. Request for Expression of Interest	
C	8. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes	ß
	h. Bid Security	
	i. Addends 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 CONTRAC lands hereby covenants with the PROVINCE to construct and complete the infrastructure works	TOR, the

3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS

One Million Four Hundred Thirty Nine Thousand Five Hundred Eighty Nine Pesos

and 48/100 (P 1,439,589,47), Philippine
Currency, is consideration of the construction and only upon completion of the infrastructure works

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

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

this Agreement in conformity with the province of the Contract;

- 4. The CONTRACTOR warments that he has not given nor promised to give any money or gift to tray 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 bis responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the charation of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 34. 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 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 MAR 15 2022 day of at Antipolo City.

Entity/Firm/Corporation

By:

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES
GOVERNOR

WITNESSES

LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

Soft of the second

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

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

Name/Entity Valid ID Presented Date Place

HON, REBECCA A. YNARES Passport No. P8239281 A August 5, 2028 Martile

Jesse F. Payte 009-268-226

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

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

REpair/Repainting of Theres Multipurpose Covered Court at Hapay Ma Manga Sloo, School, Brgy. Dolores, Taytay, Risal

WITNESS MY HAND AND SEAL this MAR 15 2022 of Capitol, Antipolo City.

Doc No. 133
Page No. 28
Book No. 4
Series 20 22.

ATTY: ANNA MARIE L. SA.A. 63
NOTARY PUBLIC
for Angono, Binangonan & Cardona
aNoTARY PUBLIC
Extended until June 30, 2022
(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-006
Roll of Attorneys No. 69250



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

15 March, 2022

MS. JESSA F. PAYTE STEELBEND CONSTRUCTION, INC. San Juan City

Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION, INC. that work may proceed on the Concreting of School Ground (partion) at Casimiro A. Ynares Sr. Mem. National High School, Brgy. Dolores, 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,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

3.127022

Authorized Signature:

Name of the Representative of the Bidder.

JESSA K PAYTE

CONTRACT AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT m	ade and entered into by and between:
existing under Republic Act Circumferential Read corner P.	OVERNMENT OF RIZAL, a local government unit, duly organized and No. 7160, with seat of government at the Rizal Provincial Capitol, Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by ECCA A. YNARES, herein referred to as the PROVINCE; and
iteelbond Construc	tion, Inc. a sole proprietorship/private corporation, duly
organized and existing under the and office address at Proprietor/President/General	Manager, Januar City and heroin represented by its Manager, Januar City of legal age, Filipino ant of Landman City hereinafter referred to as the
WHEREAS, the PRO pursuant of the Sangguniang P	VINCE declares that certain infrastructure works should be constructed in cantalawigan Ordinance No. RPSB Rese 12, se 2021 namely:
Concreting of Sch h, tional high sch	nool Ground (portion) at Casimiro Ymeres Sr. Mem. nool, Brgy. Dolores, Taytey, Pizal
the construction and completi following standards set forth in	ast February 9, 2022 , has accepted and binds itself to undertake ion of the above said infrastructure works strictly in accordance with the in the bid documents, approved plans, program of works and specification in of Five Hundred Twelve Thousand One Hundred Fifty Nine (P 512, 159, 47), Philippine Currency.
1.6603 830 477 100	1 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
NOW, THEREFORE hereby agree as follows:	for and in consideration of the foregoing premises, the parties bereto
Documents, Approved Plans, Contract, Supplemental or B	Program of Works and Specifications, General and Special Conditions of id Bulletins, if any, and supporting/related documents as required by the cales and Regulations of Republic Act No. 9184 and are integrated herewith
a. SP Ordinance No. b. Certificate of Avai	RESE R. 12, a. 2021
c. Scope/Program of	Work and Detailed Estimate
d. Plans and Specific	
e. Construction Sche-	
f. Request for Expres	
	as including all the documents/statuments contained it the winning
bidder/s two (2) bi	duming enveropes
 b. Bid Security i. Addenda and Supp 	Jomanto Dullatio
	f Contract and the Contractor's Conformity thereto
1. NORSO OLASSINO O	

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Hundred Twelve Thousand One Hundred Fifty Nine Pesos and 47/100 (P 512,159,47), Philippine

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

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

this Agreement in conformity with the province of the Contract,

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Fifty Three Thousand 31x Hundred Forty Seven Pesos and 84/100 (P 153,647,34)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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 Producement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 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 fall and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be





referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 2.7 to resort to other alternative modes of disputes resolution.

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

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

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

teelbend Construction, Inc.

RIZAU PROVINCIAL GOVERNMENT

Emity/Firm/Corporation

By:

By:

REBECCA A. YNARES

Governor

Proprietor/Manager/President

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

Jessa P. Payte

009-268-226

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

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 School Ground (portion) at Casimire A. Ynares Sr. Mem. Mational High School, Bray, Dolores, Waytay, Rital

WITNESS MY HAND AND SEAL this MAR 15 2022 day of ATTY. ANNA MARIE L. SANTOS Capitol, Antipolo City.

NOTARY PUBLIC

for Angeno, Sinangonari & Caldona all in the PROVINCE OF RIZAL

Extended until June 30, 2022 (by virtue of B.M. 3793 NOTARY) PERMIS جور

Adm. Mairer 19-006 Roll of Attorneys No. 89250 PTR No. 17 (22074 - January 3, 2022 / Rical PTR No. 17 (22074 - January 3, 2022 / Rical IBF Lifetime Member No. 918632 / Rizal

Doc No. Page No. Book No. Series 20 2



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 March, 2022

MS. JESSA F. PAYTE STEELBEND CONSTRUCTION, INC. San Juan City

Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION, INC. that work may proceed on the Construction of 4-Seater Comfort Room at Casimiro A. Ynares Sr. Mem.

National High School, Brgv. Dolores. 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,

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on:

3-17 2022

Authorized Signature:

Name of the Representative of the Bidder:

JESSA F PAYTE

KNOW ALL MEN BY THESE PRESENTS:

evi	This AGREEMENT made and entered into by and between: The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and isting under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol,
Cit	GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	Steelbend Construction, Inc. , a sole proprietorship/private corporation, duly
Pr cit	ganized and existing under the laws of the Republic of the Philippines, with principal place of business d office address at <u>San Juan City</u> , and herein represented by its oprietor/President/General Manager, <u>Jases F. Payte</u> , of legal age, Filipino tizen, single/married, resident of <u>San Juan City</u> , hereinafter referred to as the ONTRACTOR. WITNESSETH, That,
pu	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in arsuant of the Sangguntung Panlalawigan Ordinance No. RESE Res. 12, s. 2021 namely:
	Construction of 4 senter Comfort Room of Camimire A. Ymares Ar. Use, Dational High Ghool, Brgy. Polores, Paytay, Rizal
th fo	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive id in a public bidding held last <u>February 9, 2022</u> , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the billowing standards set forth in the bid documents, approved plans, program of works and specification in onsideration of the amount of <u>One Million Four Hundred Temety Leven Thousand Six Bundred Binety Seven Pesson and 34/100 (P 1, 427, 597, 34), Philippine Currency.</u>
b	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto earthy agree as follows:
	1. The whole works subject matter of this Agreement shell be completed within sixty Four (64) calendar days, in accordance with the provisions of the Bid
0	Occurrents, 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 Ol6 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
	m. SP Ordinance No. NPSB Res. 12, 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 including all the documents/statements contained is the winning
	biddex/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. Industry of where of comment will till Collaborary a contropyth, ingress
	2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
	must hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Four Euclided Twenty Seven Thousand wix Handred Finety Seven Thousand wix Handred Finety Seven Thousand wix Handred Finety Seven Thousand with Handred Finety Seven Thousand William Handred Finety Seven Thousand William

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 PFSOS Four Hundred Twenty Eight Thousand Three Hundred Nine Funce and 20/100 (P 428,309, 20)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the charation of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations 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 58 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 afterementioned 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 daily stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 23 to resort to other alternative modes of disputes resolution.

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

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

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

eelbend Cometruction, Inc.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Proprietor/Manager/President

Ву:

REBECCA A. YNARES Governor

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

180

Passport No. P8239281A

August 5, 2028

Manila

Jessa F. Payte

C09-268-226

All known to tree 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 प्रस्कर्ता.

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

Construction of 4 seater Confort Room at Camimire A. Tmares, Se. Hed. Mational Sigh School, Brgg. Polores, Taytay, Rival

WITNESS MY HAND AND SEAL this 15 2022 day of Capitol, Antipolo City.

NOTARY FILBLIC

NOTARY PUBLICOF RIZAL Extended until Jone 30, 2022

Adm. Matter 19-006

Series 20 22

Dec No. Page No.

Book No.

(by virtue of B.M. 3795, September 28, 2021)

Roll of Altomays No. 69250



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 March, 2022

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to
YAKALER CONSTRUCTION & SUPPLIES that work may proceed on the
Repair/Repainting of Ynares School Building at Wawa Elem. School, Brgy. Wawa, Tanay, Risal
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:

3-17-2022

Authorized Signature:

Name of the Representative of the Bidder:

EDWIN B. RIVERA

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

a sole proprietorship/private corporation, duly Yakaler Construction and Supplies organized and existing under the laws of the Republic of the Philippines, with principal place of business and herein represented by its and office address at <u>Morong</u>, Rizal

Proprietor/President/General Manager, <u>Edwin B</u>, Rivera

citizen, single/married, resident of <u>Morong</u>, Rizal , of legal age, Filipino hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. 12, 8, 2021 namely:

Repeir/Repainting of Ynares School Building at Yawa Elem. School, Brgy, Wasse, Toney, 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 9, 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 Sight Million Seven Hundred Twenty Two Thousand Four Hundred Ninety Seven Pesos and 35/100 (P 8,722,497.35), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within (200) 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:
 - s. SP Ordinanco No. RPSB Res. 12, s. 2021
 - Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h Bid Security
 - i. Addenda and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hareby covenants to pay the CONTRACTOR the amount of PESOS Sight William Seven Hundred Twenty Two Thousand Four Hundred Ninety Seven (P 8,722,497,35), Philippine Persos and 35/100 Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise agened by the parties, subject of this Agreement as a contract price at the time and in the memoer 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 Two Million Six Hundred Sixteen Thousand Seven Hundred Fifty Pesos and 21/100 (P 2,616,749,21)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period:
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations 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-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of inquidated 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;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 13. That the PROVINCE shall have no EMPLOYER-EMPLOYER 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 sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

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

IN WITNESS WITEREOF, the parties have hereunto signed this Agreement this [1,1,1,1,5] [day of at Autipolo City. RIZAU PROVINCIAL GOVERNMENT Takaler Construction 4 Supplies Entity/Firm/Corporation Bv: By: REBECCA A. YNARES B. Rivers Governor 💯 Proprietor/Manager/President WITNESSES MA. VICTORIAB. TEJADA LOLITA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTEPOLO CETY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Рівсе Valid ID Presented Date Name/Entity Manila August 5, 2028 Passport No. P823928 | A HON REBECCA A YNARES 428-018-900 Edwin B. Rivera

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/R painting of Theres School Building at have Plens School, Brgy. Waws, Tensy, Rizel

WITNESS MY HAND AND SEAL this LAR 15 20 day of _	at Rizal Provincial
Capitol, Antipolo City.	AN CANT
Doc No	ATTY. ANNA MARIE L. SANT
Page No. 25	No harmanarule Card

Book No. Series 20 20

for NOTARY PUBLIC FUZAL Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-008 Roll of Attorneys No. £9250 PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016532 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

15 March, 2022

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION & SUPPLIES that work may proceed on the Repair/Repainting of Ynarcs Multi-Purpose Covered Court and Stage at Wawa Elem. School, Brgy. Wawa, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor.

Lacknowledge receipt of this Notice on:

3.17.2022

Authorized Signature:

Name of the Representative of the Bidder:

EDWIN B. RIVERA

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and outcred 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

Yakaler Construction and	supplies, a sole proprie	etership/private corporation, duly
SIRCE CITTLES GUILLEGO WA	and , and	herein represented by its , of legal age, Filipino
Proprietor/President/General Manager, citizen, single/married, resident of	Morong, Misal	hereinafter referred to as the
CONTRACTOR. WITNESSETH, Tha	•	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigan Ordinance No. RPSB Res. 12, s. 2021 namely:

Repair/Repainting of Ynares Multipurpose Covered Court and Stage at Wawa Elem. School, Brgy. Wawa, Tanay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last _February 9, 2022 ___, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Nine Rundred Nine Thousand Six Hundred (P 1,909,647,37), Philippine Currency. Forty Seven Pesos and 37/100

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

- 1. The whole works subject matter of this Agreement shall be completed within (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. RPSB Res. 12, s. 2024
 - 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 horeby covenants to pay the CONTRACTOR the amount of PESOS one Million Nine Hundred Nine Thousand Sim Hundred Forty Seven Pesos and 37/100 (P 1,909,647,37), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the menmer prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Seventy Two Thousand Eight Hundred Ninety Four Pesos and 21/100 (P 572,894,21)

 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;
- 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 figuidated 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;
- 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 1/4 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 prevision 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 MR 15 10 day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Yakeler Construction & Supplies Entity/Firm/Corporation Bv: By: REBECCA A. YNARES Edwin B. Rivera Governor Proprietor/Manager/President WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CHIYONO, FARE) S.S.

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

Place Date Valid [D] Presented Name/Entity Manila Passport No. P8239281A August 5, 2028 HON, REBECCA A, YNARES 428-018-900 Edwin B. Rivers

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

This instrument, consisting of three (3) pages	including this page wherein this acknowledgment is
written and has been signed by the parties hereto in each	and every page hereof, refers to the Agreement for.
Repair/Repainting of Theres Hulti	purpose Covered Court and Stage at
WITNESS MY HAND AND SEAL this	day of MAR 15 2022 at Rizal Provincial
Capitol, Antipolo City.	- 1
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	prg 85, 17132074 / January 3, 2027 14 (C
	falls o Milmbar No. 19837



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 March, 2022

MR. CECIL P. FRANCISCO CPF CONSTRUCTION Cardona, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to CPF CONSTRUCTION—that work may proceed on the Impro. of Fence and School Gate at Teresa National High School, Brgy. Bagumbayan, 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

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

CECIL P. FRANCISCO

02/09/2022 # 26

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	vernment at the Rizal Provincial Capitol, ue, Antipolo City, represented in this act by eferred to as the PROVINCE; and
CPF Construction , 8 S	ole proprietorship/private corporation, duly
rganized and existing under the laws of the Republic of the	Philippines, with principal place of business
rganized and existing under the laws of the Republic of the address at Cardona, Rizal roprietor/President/General Manager, Cecil Francis-tizen, single/married, resident of Cardona, Rizal	and herein represented by its
roprietor/President/General Manager, Cecil Francis	of legal age, Filipino
itizen, single/married, resident of Cardona, Rizal	, hereinafter referred to as to
CONTRACTOR, WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain is sursuant of the Sangguniang Panialawigan Ordinance No.	nfrastructure works should be constructed in RPSB Res. No. 12, s. 2021namely:
miseau or ale conggane e	Town Mattern High School Brown
Improvement of Fence and School Gate at Sagumbayan, Teresa, Rizal	Teresa Rational Righ Sensor, 5783
WHEREAS, the CONTRACTOR, warranting that it to undertake the above said infrastructure works, has been did in a public bidding held lastFebruary 9, 2022 the construction and completion of the above said infrastructure standards set forth in the bid documents, approved	has accepted and binds itself to undertak- ucture works strictly in accordance with the
consideration of the amount of Four number #111	(P 457,836.08), Philippine Currency.
Thirty Six Pesos and 08/100	(P 47740), Fittippine Currently
hereby agree as follows:	
Porty Five (45) calendar days, in Documents, Approved Plans, Program of Works and Spect Contract, Supplemental or Bid Bulletins, if any, and supplemental program of Regulations of Reputant incorporated herein by way of reference, namely:	ifications, General and Special Conditions
Documents, Approved Plans, Program of Works and Spectontract, Supplemental or Bid Bulletins, if any, and supplemental for Bid Bulletins, if any, and supplementing Rules and Regulations of Reputand incorporated herein by way of reference, namely:	ifications, General and Special Conditions porting/related documents as required by the ablic Act No. 9184 and are integrated herewisely.
Documents, Approved Plans, Program of Works and Spectontract, Supplemental or Bid Bulletins, if any, and supplemental for Bid Bulletins, if any, and supplementing Rules and Regulations of Reputand incorporated herein by way of reference, namely: a. SP Ordinance No. RPSB Res. No. 12, 0.	ifications, General and Special Conditions porting/related documents as required by the ablic Act No. 9184 and are integrated herewisely.
Documents, Approved Plans, Program of Works and Spectontract, Supplemental or Bid Bulletins, if any, and supplemental for Bid Bulletins, if any, and suppl	ifications, General and Special Conditions porting/related documents as required by the ablic Act No. 9184 and are integrated herewisely.
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Documents, Approved Plans, Program of Works and Specifications of Reputations of	ifications, General and Special Conditions porting/related documents as required by the ablic Act No. 9184 and are integrated herewisely.
Documents, Approved Plans, Program of Works and Specifications of Reputant incorporated herein by way of reference, namely: a. SP Ordinance No. RPSB Rese. No. 12, 0.2 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	ifications, General and Special Conditions porting/related documents as required by tiblic Act No. 9184 and are integrated herewi
Documents, Approved Plans, Program of Works and Specifications of Reputations of	ifications, General and Special Conditions porting/related documents as required by tiblic Act No. 9184 and are integrated herewi
Documents, Approved Plans, Program of Works and Specifications, Supplemental or Bid Bulletins, if any, and supplemental or Bid Bulletins, if any, and supplementing Rules and Regulations of Reputand incorporated herein by way of reference, namely: a. SP Ordinance No. RPSB Res. No. 12, 0.2 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 bidden/s two (2) bidding envelopes	ifications, General and Special Conditions porting/related documents as required by the blic Act No. 9184 and are integrated herewise.
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Documents, Approved Plans, Program of Works and Specifications, Supplemental or Bid Bulletins, if any, and supplemental incorporated herein by way of reference, namely: a. SP Ordinance No. RPSB Res. No. 12, 4. 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 bidden/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin	ifications, General and Special Conditions porting/related documents as required by tablic Act No. 9184 and are integrated herewised?
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Documents, Approved Plans, Program of Works and Specifications, Supplemental or Bid Bulletins, if any, and supplementing Rules and Regulations of Reputand incorporated herein by way of reference, namely: a. SP Ordinance No. RPSB Ress. No. 12, 0.2 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 bidden/s two (2) bidding envelopes h. Bid Security i. Addends and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's 2. In consideration of the payment to be made by laster hereby covenants with the PROVINCE to construct an this Agreement in conformity with the province of the Contractor.	statements contained in the winning sconformity thereto the PROVINCE to the CONTRACTOR, the demplete the infrastructure works subject to the complete the comple
Documents, Approved Plans, Program of Works and Specifications, Supplemental or Bid Bulletins, if any, and supplementing Rules and Regulations of Reputand incorporated herein by way of reference, namely: a. SP Ordinance No. RPSB Rese. No. 12, 6.2 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 bidden/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's 2. In consideration of the payment to be made by laster hereby covenants with the PROVINCE to construct and	statements contained is the winning Sconformity thereto the PROVINCE to the CONTRACTOR, the decomplete the infrastructure works subject to the complete the infrastructure works subject to the contract.
Documents, Approved Plans, Program of Works and Specifications, Supplemental or Bid Bulletins, if any, and supplementing Rules and Regulations of Reputand incorporated herein by way of reference, namely: a. SP Ordinance No. RPSB Ress. No. 12, 0.2 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 bidden/s two (2) bidding envelopes h. Bid Security i. Addends and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's 2. In consideration of the payment to be made by laster hereby covenants with the PROVINCE to construct an this Agreement in conformity with the province of the Contractor.	statements contained is the winning sconformity thereto the PROVINCE to the CONTRACTOR, it and complete the infrastructure works subject to the CONTRACTOR, it and complete the infrastructure works subject to the CONTRACTOR, it and complete the infrastructure works subject to the CONTRACTOR, it and complete the infrastructure works subject to the CONTRACTOR, it and complete the infrastructure works subject to the CONTRACTOR the amount of PESC and CONTRACTOR the amount of PESC

- 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 Thirty Seven Thousand Three Hundred Pesos and 82/100

 [P 137,350,32]

 Division Corresponded to the Signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Thirty Seven Thousand Three Hundred Pesos and 82/100

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

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

M

*

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 16 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 15 2027 of at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT CPF Construction Entity/Rimn/Corporation By: By: REBECCA A. YNARES Covertion # Proprietor/Manager/President WITNESSES LOLITA B/DE NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Angong Sezze

Date Valid ID Presented Name/Entity

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

124-335-980 Cocil 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 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 Fence and School Sate of Torona N tional Righ School, Braye Bagumbayane Teresa, Rizol

WITNESS MY HAND AND SPAL this MAR 15 1027 of Capitol, Aptipolo City....

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

NOTARY PUBLIC

(b) virtue of B.M. 370 Shall of Alternity's PAR No. 17132074 / January 3 IBP Lifeling Mamber No. 0122

Place

Manifa.



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

15 March, 2022

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION & SUPPLIES that work may proceed on the Improvement of Ynares Multi-Purpose Covered Court and Stage at Pantay Integrated High School, Sitio Pantay, Brgy. Dalig, Teresa, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

B

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

31777

Authorized Signature:

Name of the Representative of the Bidder:

EDWIN B. RIVERA

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 warder Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol,
Circumferential Road curper 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

Yakaler Construction and Supplies , a sole prop	rietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippin and office address at Morong, Rizal are	of percent represented by us
Proprietor/President/General Manager, Edwin D. Rivera	of legal age, Filipino, hereinafter referred to as the
citizen, single/married, resident of Morong, Rigal CONTRACTOR, WITNESSETH, That,	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntung Panlalawigan Ordinance No. RFSB Res. 12, 8, 2021 namely:

Improvement of Ynares Multipurpose Covered Court and Stage at Pantay Integrated High School, Sitio Pantay, Brgy, Dalig, Teresa, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lawest Calculated Responsive Bid in a public bidding held last February 6, 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 Hilliam Seventy One Thousand Six Hundred Edging Two Pesco and 13/100 (P3,071,682,13), Philippine Currency.

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

1. The whole works subject matter of this Agreement shell be completed within Mine ty (90) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. RPSB Res. No. 12, a. 2024
- b. Cartificace of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of faterest
- g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- i. Addenda and Supplemental Bulletin
- i. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Three Million Seventy One Thousand Six Hundred Eighty Two Pesos and 13/400

 (P 3.074, 682.42). Philippine Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Rundred Twenty One Thousand Pive Rundred Four Peace and 64/100

 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 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 heremather 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 becomes signed this Agreement this 15 2022 day of at Antipolo City.

Yakaler Construction & Supplies

RIZAL PROVINCIAL GOVERNMENT

Entity/Pirm/Corporation

By:

By:

Edwin-Sp. Rivera

Proprietor/Manager/President

REBECCA A. YNARES

Governor 🌂

WITHTERES

LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)) S.S.

ANTIPOLO CITY

Angone, Rizal

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

Name/Finity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Edwin 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

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 Tmares Multipurpose Covered Court and Stage at Pantay Integrated Righ School, Sitio P ntsy, Brgy Dalig Torosa, Risal

WITNESS MY HAND AND SEAL IDIS HAR 15 2022

NOTARY PUBLIC

TR No. 17132074 / January 2 2022 / 1

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Doc No. 123 Page No. Book No

Capitol, Antipolo City.

Series 20 22



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

15 March, 2022

MR. EDWIN B. RIVERA
YAKALER CONSTRUCTION & SUPPLES
Morong. Rizal

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION & SUPPLES—that work may proceed on the Improvement of 1-Storey, 5-Rooms Ynares School Building at Pantay Integrated High School, Sido Pantay, Brgy. Dallg, Teresa, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

2.17.2022

Authorized Signature:

Name of the Representative of the Bidder:

EDWIN B. RIVERA

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

Yakaler Construction and Supplies , a sole proprie	torship/pri	vate corpora	ition, duly
organized and existing under the laws of the Republic of the Philippines	, with prin	represented	of Dusiness
Proprietor/President/General Manager Edvin B. Rivera	, 0	f legal age	, Filipino
citizen, single/married, resident of Horong, Rizal CONTRACTOR, WITNESSETH, That,	hereinatte	er referred	to as une
CONTRACTOR WINESEETH, Tam,			90

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

Improvement of 1 storey, 5 rooms Ynares School Building at Pantay Integrated High School, Sitis Pantay, Brgy, Delig, Teresa, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last February 9, 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 Rundred Bighty Two Thousand One Hundred Thirty

Pesses and 82/100 (P 682, 130, 82), Philippine Currency.

NOW, THEREFORE, for end is 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 Agreements. Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if my, 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. PESS Res. No. 12, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Pleas 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. Addunda 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 inper 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 coveragets to pay the CONTRACTOR the amount of PESOS six Hundred Eighty Two Thousand One Hundred Thirty Fesos and 62/100

 (P 682, 130, 82), 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;

- 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 Four Thousand Six Hundred Thirty

 Nine Pesos and 25/100

 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 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,
- 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 bowever, that, disputes that are within the competence of the Construction ludustry 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 pertineat 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.

harisdiction 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 15 2000 of at Antipolo City.

Yakaler Construction & Supplies

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNARES
Governor

Entity/Firm/Corporation

By:

By:

Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

0/

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANTIPOLO CITY) S.S.

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

ARRIVIO RIZE

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Edwin 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:

Improvement of 1 storey, 5 rooms Ynares School Building at Pentay Integrated High School, Sitio Pantay, Brgy, Dalig, Teresa, Risal

WITNESS MY HAND AND SEAL this MAR 15 2022 of

at Rizal Provincial

Capitol, Antipolo City

Due No. |24 Page No. | X

Book No. 4 Series 20 22 NOTARY PUBLIC

Aun. Maths 19-006

Total of a homeys No. 69250

PTR No. 1712 - 74 / January 3, 2022 / First
IBP Lifetime teamber No. 015632 / Right



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 March, 2022

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

Dear Mr. Soriano:

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

Repair/Repainting Ynares School Building at Pantay Integrated High School, Sitio Pantay, Brgy. Dalig, Teresa, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

SIDNEY. B. SORIANO

02/09/2022 # 29

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT O	OF RIZAL, a local government unit, duly organized and
	sent of government at the Rizal Provincial Capitol,
	y. San Roque, Antipolo City, represented in this act by
IB GOVERNOR, HON. REBECCA A. YNAR!	
S.B. SCRIANO CONSTRUCTION	a sole proprietership/private corporation, duly
organized and existing under the laws of the Rep	ublic of the Philippines, with principal place of business

represented by its and herein office address Proprietor/President/General Manager, , of legal age, Filipino hereinafter referred to as the citizen, single/married, resident of Horong Risel CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigan ()rdinance No. RPSB Res. 12, s. 2021

Repair/Repainting of Ymares School Suilding at Pantay Integrated Sigh School, Sitio Fantay, Bray Dalig, Taress, 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 <u>February 9, 2022</u>, 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 Cone Million Four Hundred Twenty Nine Peace (P 1,000, 429,65), Philippine Currency.

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

- 1. The whole works subject mener of this Agreement shall be completed within (_50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Comment, 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 herewife and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. 12, a. 2021
 - Cartificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - Bidding Documents including all the documents/statements contained 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's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the haver 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 covenients to pay the CONTRACTOR the emount of PESOS One Hillion Four Handred Twenty Mine Peace P. 65/100 1,000,429:05 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;

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to ane-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 rescend 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;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCF;
- 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 29to resort to other afternative modes of disputes resolution.

Without prejudice to administrative sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of anylall 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 q	question or both at the discret	ion of the Courts.	
Jurisdiction over civil cases or the appropriate court of the City of Ant	suit out of the implementati ipolo, with the exclusion of a	my other courts.	nt, shall belong to 49, 15, 2022
IN WITNESS WHEREOF, the			
at Ani	ipolo City.		
S.R. SOVIANC CONSTRUCTION	RIZAL PR	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
Ву;	Ðy:	5	
	R	EBECCA A. YNAR	ES
Proprietor/Manager/President		Governor 7	_
0,	WITNESSES	0	
LOLITA B. DE GUZMAN		ALVICTORIA B	TEJADA
/ 0			
NOT	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	of for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Oate	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
STINKY SORTANO	233-687-269		
All known to me and to me kno acknowledgment that the same is their present.	wn to be the same person/s wh free voluntary act and deed as	no executed the forego well as the entity th	oing instrument and at they respectively
This instrument, consisting of written and has been signed by the partic	three (3) pages including this es hereto in each and every page	s page wherein this ge hereof, refers to th	acknowledgment is Agreement for
Repair/Repainting Tnar School, Sitio Pan tay.			ed iligh

MAR 15 7022

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

Doc No. Page No. Book No. Series 20 72

MARIE L. SAUTOS NOTARY PUBLIC r Angono, Binangonan & Cardon at in the PROVINCE OF RIZIL Extended until June 30, 2012 (by virtue of B.M. 3795, September 1d, 2021) Adm. Matter 19-008



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

15 March, 2022

MR. KHRISTIAN S.E. SAN JOSE KRSJ CONSTRUCTION & GEN. SERVICES Teresa, Rizal

Dear Mr. San Jose:

The attached Contract Agreement having been approved, notice is hereby given to RRSJ CONSTRUCTION & GEN. SERVICES—that work may proceed on the Construction of Covered Pathwalk at Pantay Integrated High School, Brgy. Dalig, Teresa, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

f acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidden

KHRISTJAN S.E. SAN JOSE

02/09/2022 # 30

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and cutered 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 at Teresa, Rizal , and herein represented by its Proprietor/President/General Manager, Khristian SE, San Jose , of legal age, Filipino citizen, single/married, resident of Teresa, Rizal , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigan Ordinance No. RPSB Res. No. 12, s. 2021 namely:

Construction of Covered Pathwalk at Pankay Integrated High School, Brgy, Dalig, Teresa, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last **Sebruary 9.** 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 **Calculated Responsive**Thirty Five Pesos and 52/100 (P 1.083.735.52), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Seventy Two (72) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Compact, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. No. 12, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained 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 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 One Million Eighty Three Thousand Seven Hundred Thirty Five Pesos and 52/100

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Twenty Pive Thousand One Hundred
Twenty Pesos and 66/100 (P 325,120,66 Twenty Pesos and 66/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto und/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
- 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 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-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 resetted 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 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 ere 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 15 2022 day of at Antipolo City.

By:

KRSJ Construction & General Services

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNARES Governor 👺

Entity/Firm/Corporation

Khristian SE, Sen Jose

Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA/B/TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANTIPOLO CITY

) S.S.

Angene, Ricel

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. P\$239281A

August 5, 2028

Manile

Khristian AL. San Jose

223-955-263

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 Covered Pathwalk at Pathy Integrated High School, Bray. Dalig, Teresa, Rizal

WITNESS MY HAND AND SEAL this MAR 15 9070f

at Rizal Provincial

Capitol, Antipolo City.

123 Doc No Page No.

Book No. Series 20 22.

Adm. Madter 11/009

Rall of Asiameys No. 50258 FTR No. 1/10/2014 / Jamiery 3, 2022 / Right OF China, Commission Stibuly, New



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

15 March, 2022

MR. JOHN DERICK F. PALINO JDFP ENTERPRISES Teresa, Rizal

Dear Mr. Palino:

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

Improvement of Ynarcs Multi-Purpose Covered Court at at Teresa National High School, Brgy. Dulumbayan, Teresa, Nizal 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:

G177027

Authorized Signature:

Name of the Representative of the Bidder:

JOHN BERICK F. PALINO

02/09/2022 # 31

CONTRACT / GREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

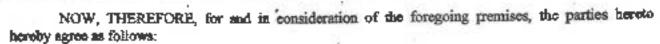
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol,
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by
its GOVERNOR, HON. REBECCA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

JDFF	Enterprises			. 8	sole propriet	orship/pri	vate cor	porati	on, d	huly
	existing under address at					with prin	represer	ice of	busin by	its
Proprietor/Pre	sident/General	Manager,	John	Corlek	P. Palino	, 0	f legal	age,	Filip	onio
CONTRACT	omarried, resi OR. WITNES:	dent of _ SETH, Tha	Teresa,	Risel		hereinaft	er referr	ed to	38	the

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

Improvement of Ymares Bultipurpose Covered Court of Terese Mational High Behool, Ergy. Delumbey n. Peress, Sizal

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 hast February 9, 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 Fillian One Hundred Sixty Three Thousand Six Standard Forty seven Feeros and 65/100 (P. 1,163,647,65), Philippine Currency.



- 1. The whole works subject matter of this Agreement shall be completed within Fifty (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated berein by way of reference, namely:
 - a. SP Ordinance No. Ri 35 Res 12, 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 laterest
 - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Scourity
 - i. Addends and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract,
 - 3. The PROVINCE hereby coverants to pay the CONTRACTOR the uncent of PESOS the Million One Hundred Sixty Three Thousand Six Sundred Forty Seven Sens and 55/100 (P. 4.155,557.55), Philippine

Currency, is consideration of the construction and only upon completion of the infrastructure works unless otherwise bareed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as 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 Forty Rine Thousand Ninety Four Pesos and 30/100 (P 349,094.30)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the 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 to 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 rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 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 projudice, 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 beceunto signed this Agreement this MAR 15 200 of at Antipolo City.

DET interribes

RIZAL PROVINCIAL GOVERNMENT

By:

By:

John Derick F. Palino Proprietor/Manager/President

Entity/Firm/Corporation

REBECCA A, YNARES
GOVERNOT

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITYORO, Rizal (1) \$.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

Passport No. P8239281A

August 5, 2028

Manile

John Derick P. Palino

102-889-996

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:

Improvement of facros Multipurpore Covered Court at Teress National Righ School, Brgy, Dulumbayon, Teresa, Righl

WITNESS MY HAND AND SEAL this MAR 15 2022ay of _______ Amipolo City.

Doe No. 135
Page No. 28
Book No. 4

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ATTY ANNAMARIE L. SANTOS
NOTARY PLEGIC
for Angono, Breangonen & Cardena
NOTARY PGBINGE OF RIZAL
Extended until June 30, 2022
(by wides of 8 M. 3795, September 28, 2021)
Adm. Matter 19-506

Reflict Morneys No. 69250

nuser 3, 2822

A.