

OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 March, 2022

MR. MICHAEL A. VILLARINA MAK-JAMS CONSTRUCTION Binangonan, Rizal

Dear Mr. Francisco:

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

MAK-JAMS CONSTRUCTION that work may proceed on the

Concreting/Canst. of Drainage Canal at 10th Street, San Martin Subd., Brgy. San Isidro, Angono, 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:

MICHAEL A VILLARIÑA

3/202

02/16/2022 # 1

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
HAK-JAKS CONSCIENCE . B. sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Haal and berein represented by its Proprietor/President/General Manager, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal , have mafter referred to as the CONTRACTOR. WITNESSETH, That,
500 St. 10 St. 1
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordinance No. 01, s. 2022 namely:
Concreting/Construction of Drainage Canal at 19th St., St Martin Subdivision, Pray. San Laidro, Angono, Sizal
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last February 16, 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of One Millian One Hundred Sixty One Phousand Phree Hundred Six Fesos 1 10/100 (P 1, 151, 305, 10), Philippine Currency. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties heres
hereby agree as follows:
1. The whole works subject matter of this Agreement shell be completed within Sixty (60) calendar days, in accordance with the provisions of the Bio Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. O1, a. 2022 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 laterest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
h. Bid Security
i. Addonda and Supplemental Bulletin

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS one #1111on one Bundred Sixty one Thousand Three Hundred Sixty Section 10/102 (P 1-151-305-10), 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;

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

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

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

this Agreement in conformity with the province of the Context;

- 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 Eight Thousand Three Hundred (P 348, 391, 83

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk lasarance 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 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 thely 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 resert to other alternative modes of disputes resolution.

Without orejudice 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 May of at Antipolo City,

HAK-JAMS CONSTRUCTION

Entity/Firm/Corporation

MICHAEL VILLARINA

By:

Proprietor/Manager/President

RIZAJ, PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES Governor 🗖

WITNESSES

MA. VICTORIA D. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 4000, Rizal) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Pasaport No. P8239281A

August 5, 2028

Manila

MICHAEL VILLARINA

221-027-734

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

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/Construction of drainage canal at 10th Street, San Martin Subdivision, Brgy. San Isidro, Angono, Rizal

WITNESS MY HAND AND SEAL this MAR 16 2022 day of Capital, Antipolo City.

Doc No. .. Page No. _ Book No. Series 20 22 ATTY ANNA MARIE L. SANTOS

NOTARY PUBLIC for Angono, Binangonan & Cardona Extended until June 30, 2022 (by virtue of 3.M. 3795, September 28, 2021) Adm. Matter 19-006

Rell of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizzl



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

MS. LAURA L. MARRON

J. L. MARRON CONSTRUCTION & TRADING
Binangonan, Rizal

Dear Ms. Marron.

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONSTRUCTION & TRADING that work may proceed on the Repair/Repainting/Improvement of Ynares Multi-Purpose Building at Brgy. Poblacion Itaas and Brgy. San Isldro, Angono, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

LAURA L. MARRON

CONTRACT AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

L.L. Harron Construction and Trading, a sole proprietorship/private corporation	n, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of b and office address at Binangonan, Rizal , and berein represented to	LISTRESS
Proprietor/President/General Manager, Laura L. Barron, of legal age, I	ilipino
citizen, single/married, resident of Binangonan, Rinal , hereinafter referred to	as the
CONTRACTOR. WIFNESSETH, That,	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordinance No. 2, 5, 2022 namely:

Repair/Repaigting/Improvement of Tusres Hultipurpose Building at Brgy. Poblacion Itaas, and Brgy. San Isidre, Angono, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bird in a public bidding held last February 16, 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards art forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Con Million Two Handred Fifty Thousand One Handred.

Six Peace and 53/100 (P 1,250,106.53), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Lighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated berein by way of reference, namely:
 - s. SP Ordinance No. 2, s. 2022
 - b. Cartificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the later hereby 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 coverages to pay the CONTRACTOR the amount of PESOS One Million Two Hundred Fifty Thousand One Hundred Six Pesos and 53/100

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

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Seventy Five Thousand Thirty One Pesos and 96/100 (P 375.031.96

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVENCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its mecome 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 I aw" 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 murual agreement of the parties hereto to agree in writing 2. to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have becomes signed this Agreement this MAR 15 7022 of at Antipolo City...

LaLa Marron Construction & Trading Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

By:

REBECCA A. YNARES Governor 🦃

Proprietor/Manager/President

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY S.S.

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

Allowing, No. 1

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A YNARES.

Passport No. P8239281A

August 5, 2028

Manila

Laura L. Marron

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/Improvement of Ymares Eultipurpose Building at Brgy. Poblacion Itaas and Brgy. San leidro, agono, Rigal

WITNESS MY HAND AND SEAU dos MAR 15 2022 y of

Capitol, Antipolo City.

Doc No., Page No. Book No.

Series 20 22,



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 March, 2022

MR. REGINALD S. MESA R.S. MESA CONTRUCTION CORP., Binangonan, Rizal

Dear Mr. Mosa:

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

R.S. MESA CONTRUCTION CORP.—that work may proceed on the

Const. of 2-Storey Ynares Multi-Purpose Bldg. at Phase 1, Sta. Maria Subd., Brgy. Dalig, Antipolo. City

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

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REBECCA A. YNARES
Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

GINALD S MESA

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government at existing under Republic Act No. 7160, with seat of government at	rnment unit, duly organized and 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, and office address at Managoran, and , and	ership/private corporation, duly with principal place of business herein represented by its
Proprietor/President/General Manager, AND	그렇게 하다 가입하다. 그 사람들에 없는 경기를 하지 않아요? 보다로 하고 있다면 그렇게 되었다. 그리다.
citizen, single/married, resident of Rinangonan, Rigal.	hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,	9
The state of the s	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 01, a/ 2022 Construction of 2-Storey Inares Multi-Purpose Building at Phase to Sta Haria Subdes Brgy. Balige Antipolo, City

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last February 16, 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 Perce Million Nine Hundred Forty Thousand Fiv (P5, 940, 519, 01), Philippine Currency. Bundred Nineteen Pesos & 01/100

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 (150) calendar days, in accordance with the provisions of the Bid One Hundred Fifty Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletina, 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. 01, 8, 2022
 Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - Addeada and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- 2. In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the baser hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract,
- 3. The PROVINCE bereby coverants to pay the CONTRACTOR the amount of PESOS Three Hillian Nine Hundred FortyThousand Five Hundred Hinsteen Pesses & 01/100 (P3,940,519.01 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

 (P1. 182.155.70
)
 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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 direction 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 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 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 bave hereunto signed this Agreement this MAR 15 2022 of _at Antipolo City.

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

oprietor/Manager/President

REBECCA A. YNARES Governor

WITNESSES

GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITA gono, RIZE) 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

Manita

RESINALD MESA

004-712-730

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

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

Construction of 2-Storey Engres Multi-Purpose Building at Phase 1, Sta. Maria Subd. Brgy. Delig. Antipolo, City

WITNESS MY HAND AND SEAL this 16 2022 day of Capitol, Antipolo City.

NOTARY PUBLIC

ino, Binangonan & Cardona NOTARY PUBLIC RIZAL

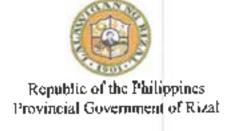
Extended until June 30, 2022 (by virtue of S.M. 3795, September 23, 2071) Adm Matter 19-006

Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Saz-IRF Lifetime Member No. 016832 - 1-15'

35 Page No. _ Book No. Series 20 22

Doc No.

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manils

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Construction of 14x24m Ynares Multi-Purpose Covered Court at Tres Hermanas Village, Brgy. Mayamot, Antipolo, City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

317 202

el le le 1

02/16/2022 # 4

CONTRACT AGREEMENT

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

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	AN ROL CONSTRUCTION , a sole proprietorship/private corporation,	duly
	organized and existing under the laws of the Republic of the Philippines, with principal place of business.	inces.
	and office address at Pasts, City , and herein represented by	
	Proprietor/President/General Manager, Clarence Cacho of legal age, Fili	
	citizen, single/married, resident of Fands, City hercinafter referred to as	(III.e
	CONTRACTOR, WITNESSETH, That,	
	WHEREAS, the PROVINCE declares that pertain infrastructure works should be constructed pursuant of the Sangguniang Panlalavigan Ordinance No. 01, 5, 2022 namely:	ed in
	Construction of 14x24m Encres Multi-Purpose Covered Court at Tres Hermanus Villago, Brgy. Hayamot, Antipolo, City	
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compet	tonce
	to undertake the above said infrastructure works, has been declared as the Lowest Calculated Respot	nsive
	Bid in a public bidding held tast February 16, 2022 has accepted and binds itself to under	riake
	the construction and completion of the above said infrastructure works strictly in accordance with	n me
	following standards set forth in the bid documents, approved plans, program of works and specification	on to
	consideration of the amount of Four Million Four Bundred Seventeen Thousand Four	
	Bendred Righty-Siz Peses and 04/100 (P 4,417,486,04), Philippine Curren	всу.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:	erete
7	1. The whole works subject matter of this Agreement shall be completed we completed with the provisions of the	vithin Bid
	Documents, Approved Plans, Program of Works and Specifications, General and Special Condition	ms of
	Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by	y the
N	2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated here	ewith
0	and incorporated herein by way of reference, namely:	
1		
(a. SP Ordinance No.01, a. 2022	
()	 Certificate of Availability of Funds 	,
()	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate	4
	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications	K
	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule	K
7	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	K
JA.	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained is the winning	К
946	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes	К
14. W.	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes h. Bid Security	4
Raul .	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes b. Bid Security i. Addenda and Supplemental Bulletin	K
129.46	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes h. Bid Security	K

lands bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of

Currency, we 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 PROVINCE hereby covenants to pay the CONTRACTOR the emount of PESOS ten Four Bundred Seventeen Thousand Four Bundred Righty-Six Pesos and

(P4,417,485.04

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;
- 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 hearance 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 une-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;
- 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 ladustry Arbitration Commission to resolved shall be



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, however to any mutual agreement of the parties hereto to agree in writing 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 hable for civil liability or damages, which may either consist of liquidated damages. and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hercunto signed this Agreement this MAR 16 2022 day at Antipolo City. MULTOUS TERMO JOHAN RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNA Governor WITNESSES REA B. TEJADA 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 Valid ID Presented Place Date Name/Entity August 5, 2028 Manila HON REBECCA A. YNARES Passport No. P8239281 A CLARENCE CACHO 151-542-125 All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of 14x24m Theres Hulti-Purpose Covered Court at Tres Hermanas Village, Brgy, Hayamot, Astipolo, City

at Rizal Provincial

ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC

for Angono, Binangonan & Cardona all in the NODARY PUBLIC

Extended until June 30, 2022

(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006 Roll of Attorneys No. 69250 PTR No. 17132074 (January 3, 2022 / Rizal IBF Lifetime Member No. 319632 1 Rizal

WITNESS MY HAND AND SEAL this MAR 16 2022 of

Capitol, Antipolo City.

Doc No.

Page No. Book No.

Series 20_22



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

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

Dear Mr. Villones:

The attached Contract Agreement having been approved, notice is hereby given to
JHLL CONSTRUCTION AND TRADING—that work may proceed on the
Repair/Repainting of Ynares Multi-Purpose Covered Court at
Phase 5 Lower Lucban, Brgy. Dela Paz, Antipolo, City
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

S. 13 2522

Authorized Signature:

Name of the Representative of the Bidder:

GIL B. VILLONES

02/16/2022 # 5

CONTRACT AGREEMENT <

KNOW ALL MEN BY THESE PRESENTS:

b. Bid Security

Addenda and Supplemental Bulletin

this Agreement in conformity with the province of the Comract;

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

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

laster bereby coverants with the PROVINCE to construct and complete the infrastructure works subject of

Currency, to consideration of the construction and only upon completion of the infrastructure works

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

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

This AOREEMENT made and entered	into by and between:
existing under Republic Act No. 7160, wi Circumferential Road corner P. Oliveros St., 1	T OF RIZAL, a local government unit, duly organized and the seat of government at the Rizal Provincial Capitol, Brgy. San Roque, Antipolo City, represented in this act by ARES, herein referred to as the PROVINCE; and
Proprietor/President/General Manager. 6	Republic of the Philippines, with principal place of business Risal and herein represented by its L VILLONES of legal age, Filipino sonan Risal hereinafter referred to as the
WHEREAS, the PROVINCE declare pursuant of the Sangganiang Panlalawigan Or	s that cortain infrastructure works should be constructed in retinance No. 02, se 2022 namely:
	urpose Wovered Court at Phase 5 Lower Lucban,
to undertake the above said infrastructure wor Bid in a public bidding held last <u>February</u> the construction and completion of the above following standards set forth in the bid document	rks, has been declared as the Lowest Calculated Responsive 16,2022 has accepted and binds itself to undertake re said infrastructure works strictly in accordance with the ments, approved plans, program of works and specification in ton Twenty Five Thousand Four Hundred Phirty (P 1,025,434,13), Philippine Carrency.
NOW, THEREFORE, for and in to	onsideration of the foregoing premises, the parties hereto
hereby agree as follows:	X X
Documents, Approved Plans, Program of W Contract, Supplemental or Bid Bulletins, if	natter of this Agreement shall be completed within dender days, in accordance with the provisions of the Bid orks and Specifications, General and Special Conditions of any, and supporting/related documents as required by the estions of Republic Act No. 9184 and are integrated herewith namely:
a. SP Ordinance No. 02, s. 202	2
b. Certificate of Availability of Fund	
 Scope/Program of Work and Detail 	fled Estimate
d. Plans and Specifications e. Construction Schedule	
f. Request for Expression of Interest	
g. Bidding Documents including all	the decrees and intercomment properties of its the principal
hidder/s two (2) hidding anyslone	the doctrustic terrainers commined it are writing

- 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 these Bundred Seven Thousand Six Bundred Thirty (P 307, 630, 24).

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE:
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), traless 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 Grods, 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 und/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly 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 I aw" 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 manual 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 hable 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 day of ______at Antipolo City.

JILL CONSTRUCTION AND TRADING

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

GIL VILLONES

Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor 49

WITNESSES

LOLITA BODE CUZMAN

MA, VICTORIA B, TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

GIL VILLOWES

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 Inures Hulti Purpose Covered Court at Phase 5 Lower Lucban, Argy, dela Pam, Antipolo, City

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

Doc No. 1.57.
Page No. 33
Book No. 4
Series 20 22.

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
TY Annana, Binangonan & Cardona

Angono, Binangonan & Cardona all NOT ARY PUBLIC RIZAL Extended until June 31, 2022

(by white of 3.M. 3755, September 28, 2021)
April, Matter 19-806

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



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 March, 2022

MR. LAURO A. UBIADAS KIT UBIADAS CONSTRUCTION CORF. 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 Multi-Purpose Covered Court at Vermont Royale Village, Brgy. Mayamot, Antipolo, City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3.17-2672

LAURO A. UBIADAS

02/16/2022 # 6

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 UNIADAS CONSTRUCTION CORPORATION , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at Binangonan, Missl , and herein represented by its
Proprietor/President/General Manager, LAU C UNLADAS , of legal age, Filipino
citizen, single/married, resident of Ringa conan, tizal , 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. 02, s. 2022 namely:

Repair/Repainting of Theres Hulti-Purpose Covered Court at Vernont Royale Village,

Regs. Reyampt. Antipolo, City

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last February 15, 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 Hine Hundred Seventy Six Thousand Fight Hundred Ninety Seven Pesos & \$2/100 (P 975, 397, 32), 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 Bixty (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 02, s. 2022
 - Cartificate of Availability of Funds
 - o. 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 it the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - i. Addunds 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 instruction described the province of the Contract and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

N4	 The PROVINCE hereby coverants to pay the CONTRACTOR the uncine Hundred Seventy Six Phousand Eight Hundred Minety Seven Pesos 	aunt of PESOS
	(P 976,897.82), Philippin
unle	rency, in consideration of the construction and only upon completion of the infra ess otherwise agreed by the parties, subject of this Agreement as a contract price of the mner prescribed by the Contract and specified in the Bid and as agreed upon by the Con-	e 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 Two Hundred Ninety Three Thousand Sixty Nine & 35/100 (P_293.069.35 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Faihres" occurring during the applicable warranty peziod;
- 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 resulted 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 wolfare 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 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 bereto 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 16 2212 easy of za Antipolo City. EIT UBIADAS CONST. CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: LAURO UBIADAS REBECCA A. YNARES Governor # Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITT^{POGOTO}, RIZZO S.S.

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

Place Valid ID Presented Date Name/Fatity

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

008-410-689 Lauro Uniadas

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

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

Repair/Repainting of Ynares Multi-Puorpose Covered Court at Versont Royale. Village, Ergr. Hayamot, Antipolo, City

WITNESS MY HAND AND SEAL this MAR 16 2007 of Capitol, Antipolo City...

ANNA MARIE L. SANTOS 122 NOTARY PUBLIC Doc No. ono, Binangonan & Cardona Page No. NOTARY PUBLIC RIZAL Book No.

Extended until June 30, 2022 Series 20 22 (by virtue of 3.M. 3795, September 28, 2021) Aem, Matter 19-006

> Rell of Attorneys No. 69253 PTR No. 17132074 / January 3, 2022 / Rizat IRP citatime Member No. 316632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

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

Dear Mr. Ubindas.

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the
Construction of Drainage Canal at Manga St., Blooming Breeze Subd.,
(formerly Vocalan Compound), Brgy. Pag-Asa, Binangonan, 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:

オリアウダンシ

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A. UBIADAS

02/16/2022 # 7

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 a	md
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capit	tol,
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 unde	r the laws of the Republic of the Binangenan, Rizal		, with princi	te corporation, duly pal place of business peresented by its
Proprietor/President/Genera citizen, single/married, re-	Manager, Laure M. Ubi	edas	, of	legal age, Filipino referred to as the
CONTRACTOR, WITNE	SSETH, Thee,			90
	OVINCE declares that certain is Panlalawigan Ordinance No			ald be constructed in namely:
	f Preinage Canal at Hengs lan Compound), Brgy. Pag-			

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 Cne Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 1. S. 2022
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- Its consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the last hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Seven Hundred Ninety Four Thousand Six Hundred Forty Eight Fesos and 95/100 (P 14794 648.95), 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 Five Hundred Thirty Eight Thousand Three Rundred Ninety Four & 59/100 (P 538, 394.69

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Faihnes" 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 cust of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinefter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration I aw" 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—7 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 16 1227 of at Antipolo City.

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: Pha'

LAUND UNIADAS
Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor

WITNESSES

Law Illy

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid JD Presented

Date

Piace

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manile

at Rizal Provincial at

LAURO UBIADAS

003-410-689

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

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

Construction of drainage canal at Manga Stor Blooming Breeze Subdes (Formerly)

Vocalan Compound), Brgy. Pag-Ann. Sinengonen, Rizal

WITNESS MY HAND AND SEAL this MAR 16 2007 of _______ Capitol, Antipolo City.

Page No. 4 Buok No. 4 Series 20 2 ATTY, ANHA MARIE L. SANTOS NOTARY PUBLIC

for Angone, Binangonan & Cardona all in the NOTARY PUBLIC

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

Adm. Matter 19-006

Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBLADAS CONSTRUCTION CORP. that work may proceed on the
Construction of Drainage Canal at Mabolo St., Blooming Breeze Subd.,
(formerly Vocalan Compound), Brgy. Pag-Asa, 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

Lacknowledge receipt of this Notice on:

@122ma

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A. UBIADAS

02/16/2022 # 8

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

Proprietor/President/General Manager,

citizen, single/married, resident of

This AGREEMENT made and entered into by and between:

existing Circum	under ferentia	Republi Road or	c Act	No: 7160, Oliveros	with se	at of go San Roq	vernmer jue, Anti	nt at the	Riza	nit, duly organ al Provincial resented in the VINCE; and	Capit	ol,
organiz	ed and	existing t	ender th	e laws of t	as Repub	ic of the	Philippi	ines, wit	b princ	rate corporate cipal place of represented	PUSTO	ess

CONTRACTOR, WITNESSETH, That, WHEREAS, the PROVINCE declares that contain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. ______01 ____ 2022___

LAURO USIADAS

Binangonan, Rizal

, of legal age, Filipino

hereinafter referred to at the

Construction of Brainage Canal at Mabolo M., Mooming Breeze Subd., (Formerly Vocalan Compound), Brgy. Pag-Asa, Binangonan, Rizel

Binangonan, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in Consideration of the amount of Three Hillion Four Hundred Wenty Five Thomsend One Hundred
Ten Pages 5 95/100 (P 3,425, 110.95), Philippine Currency.

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

- i. The whole works subject matter of this Agreement shall be completed within (140) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - SP Ordinance No. 01, 3, 2022
 Certificate of Availability of Funds

 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - Construction Schedule
 - £ Request for Expression of laterest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Security
 - Addunda 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 hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of his Agreement in conformity with the province of the Contract,
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

Three Eillion Four Hundred Twenty Five Thousand One (Pundred 778, 55000), Philippine Currency, to 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 mamor 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 Rundred Thirty Three Pesos & 29/100 Hillion Pwenty Seven Thompson 27,533.29 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the charation of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 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 Covernment 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 recasings 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 bereinto signed this Agreement this ______d at Antipolo City.

KIT HATADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

By:

Governor

LAURD UBIADA

Proprietor/Manager/President

LOLITA/B

WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A, YNARES

Passport No. P8239281A

August 5, 2028

Manila

LADED UBIADAS

MIN 10-689

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 percecut.

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 Brainage Canal at Mabolo Stee Blooming Breeze Subdes (Formerly Vocalan Compound) Brgy. Pag-Asa, Binangonan, Risal

WITNESS MY HAND AND SEAL this MAR 16 2022 day of Capital, Antipolo City.

at Rizal Provincial

ANNA MARIE L. SANTOS

J경우 Doc No.

Page No. Book No. Series 20 22

NOTARY PUBLIC for Angeng, Emangenan & Cardona aNOTARY PNELIE RIZAL

Extended until June 30, 2022 (by virtue of 3 M. 3795, September 28, 2021).

Acm. Matter 19:006

Rall of Attorneys No. 89250



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

MR. MICHAEL A. VILLARIÑA MAK-JAMS CONSTRUCTION Binangonan, Rizal

Dear Mr. Villariña:

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

Construction of Drainage Canal at Purok 1 to Purok 4, at Brgy. Kinagatan, 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

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3.17 202

MICHAEL A. VILLARIÑA

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT	FOF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7160, with	th seat of government at the Rizal Provincial Capitol,
Circumferential Road corner P. Oliverds St., 5	Brgy. San Roque, Antipolo City, represented in this act by
its GOVERNOR, HON, REBECCA A. YNA	RES, herein referred to as the PROVINCE; and
Carried and Antonomical Control Contro	14014017 011 11 10 10 10 10 10 10 10 10 10 10 10
LILLY TILLY CONTINUES OF	a sole proprietorship/private corporation, duly

MANUAL TAMES CONTAINSTONE TONE	, a sole propriet	arship/priva	de corporati	on, awy
organized and existing under the laws of th	e Republic of the Philippines.	with princi	pal place of	business
and office address at Binance		herein re	epresented	by its
Proprietor/President/General Manager,	MTCHAPT, VILLAGIRA		legal age,	
citizen, single/married, resident of		hereinafter	referred to	as the
CONTRACTOR. WITNESSETH, That,				140
	La contraction of the contractio			

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 01, s. 2022 namely:

Construction of Brainage Canal, at Purok 1 to Purok 4, Bray. Kinagetan, Binangonan.

Construction of Drainage Canal at Purok 1 to Purok 4, Bray. Kinagatan, 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 February 16, 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 Mine Hundred Fifty Nine Thousand Four Hundred Ten Peson & 79/100 (P 2, 959, 410, 79), 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 Trenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - n. SP Ordinance No. 01, s. 2022
 - Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimato
 - d. Plaza and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - 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 last 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

 Pro Hillian Him Hundred Fifty Nine Thousand Four Hundred Ten Pesos & 79/100

 (P 2,959,410,79), 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 memory prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

i

120

- 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 Bight Hundred Ei hty Seven Photograph Hundred Twenty Three & 24/100

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

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

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

- 9. The CONTRACTOR shall comply with and swictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other 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 there 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 senctions 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 18 2022 day of at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

Entity/Fign/Corporation

Ву:

MICHAEL VILLATIRA

REBECCA A. YNARES

Proprietor/Manager/President

Governor 🛠

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

WITNESSES

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

BEFORE MF, 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

Mamila

MICHAEL VILLARINA

221-027-734

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

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

Construction of drainage canal at Purck 1 to Purcky , Bryy, Kinagatan, Binangonan, Risal

WITNESS MY HAND AND SEAL this ______
Capitol, Antipolo City.

MLR 16 2222 s _____day of __

AT RIZAL PROVINCIAL AL

NOTARY PUBLIC

Doc No. | [53] Page No. | 32 Book No. | 4

Series 20 22

NOTARY PUBLICE OF RIZAL

Extended until June 30, 2022 (by viruse of S.M. 3795, September 28, 2021) Adm. Matter 19-905

Raik of Attorneys No. 89259 PTR No. 17132074 / January 3, 2022 / Rizal

or Med 1



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORPORATION that work may proceed on the Construction of 2-Storey Ynares Multi-Purpose Building at Brgy. Tagnos, Binangonan, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

FERNANDO L. ARADA

3 th march

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 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, PETNANDO	a pana of legal age, Filipino
citizen, single/married, resident of Binangonan, R	Meal , hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in namely: pursuant of the Sanggariang Panlalowigan Ordinance No. 01, 8, 2022

Construction of 2 Storey-Ynares Hulti-Purpose Building at Brgy. Tagpos Dinangenan, 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 16, 2022</u>, has accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Three Hundred Twenty Two Thousand
(P 4 222 522 56), Philippine Currency. Fire Sundred Twenty Two Pesos & 76/100

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 (140) calendar days, in accordance with the provisions of the Isid One Hundred Forty (140) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if sary, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and gen integrated herewith and incorporated herein by way of reference, namely:

 - a. SP Ordinance No. Of a. 2022
 b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications.
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addeada 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 fance hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - The PROVINCE hereby covenants to pay the CONTRACTOR the emount of PESOS.

Four Million Three Hundred Twenty Two Thousand Five mindred Twenty Two, Philippine Correctly to Tonsideration 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 tune and in the manner prescribed by the Contract and specified in the Bid and at agreed upon by the Contractor;



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Two Hundred Ninety Six Thousand Seven Hundred Fifty Six Pesos & 77/100 (P 1,296,786.77) (P 1, 296, 756, 77

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;
- 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



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.

FLAG CONSTRUCTION CORPORATION Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

000 ANDO ARADA

Proprietor/Manager/President

REBECCA A. YNA! Governor

WITNESSES

B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

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

BEFORE MF, a Notary Public for and an antipolo City, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manile

PERNANDO ARADA

007-835-673

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

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

Construction of 2-Storey Thares Multi-Purpose Building at Srgy. Tagpos,

WITNESS MY HAND AND SEAL this MAR 16 2022 day of _______, at REAPPROVENTIAL Capitol, Antipolo City.

Page No. Book No.

Serica 20 22

for Angono, Binangonan & Cardona all in th NOTARY PUBLIC

Extended until June 30, 20 (by virtue of 8.M. 3795, September 28, 2021)

Adm. Matter 19-008 Roll of Attornays No. 69250

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



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 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 Construction of Drainage Canal (partien) at Magaaysay Bird., Sitio Mangaa Brgy. Santiago, 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

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

3, (2.202

SIDNEY, B. SORIANO

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 CONSTRUCTION a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business
	Proprietor/President/General Manager, SIDNSY SORTANO, of legal age, Filipino citizen, single/married, resident of Moron; 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
100	Construction of Drainage Canal (portion) at Magsaysay Blvd., Sitio Mangga, Brgy. Santiago, Baras, Rizal
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lawest Calculated Responsive Bid in a public bidding held last
	Nineteen Pesce & 45/100 (P 2,211, 119,45), 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 (100) calendar days, in accordance with the provisions of the Bid
	Documenta, Approved Plana, 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:
>	SP Ordinance No. 01, as 2022
	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
	d. Plans and Specifications
	e. Construction Schedule
	f. Request for Expression of interest
)	g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
	h. Bid Scoarity
	 Addends and Supplemental Bulletin Notice of Award of Contract and the Contractor's Conformity thereto
	A A A A A A A A A A A A A A A A A A A
	 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster hereby coverages with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
	3. The PROVINCE hereby coverients to pay the CONTRACTOR the amount of PESOS
	- Two Million Two Hundred Eleven Thousand One Hundred Hineteen Pesos), Philippine
	Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Hundred Sixty Three Thousand Three Hundred Thirty Five Pesos & 84/100 (P 663, 335, 84)

Philippine Corrency, 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 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 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 heroinafter 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 of 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 May 18 1122 day of at Antipolo City.

By:

By:

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES

Governor

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITAGORO, 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

SIGNEY SORIANO 235-587-269

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

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

Construction of Drainage Canal (portion) at Magsaysay Slydes Sitio Mangga, Ergy, Santiago, Baras, Risal

Page No. 34 Book No. 4 Sents 20 2 ATTY ANNA MARIE L SANTOS

NOTARY PUBLIC

for Anguno, Binangonan & Cardona
all in the PROVINCE OF RIZAL

NOTARY PUBLICO, 2022

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

Adm. Matter 19:006

Rall of Attorneys No. 59259

PTR No. 17102974 / January 3, 2022 / R** ISE Lifetime Member No. 016632 - 5



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 March, 2022

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

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION, that work may proceed on the Construction of 2-Storey Ynares Multi-Purpose Building at Esla Urban Homes Marick Subd., Brgy. Sto. Domingo, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

3,12,34,25

DANILO/C. MAGNO

02/16/2022 # 12

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7160, with som 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
The state of the s

	etership/private corporation, duly
organized and existing under the laws of the Republic of the Philippins	s, with principal place of business
and office address as Taytay, Rizal , and	herein represented by its
Proprietor/President/General Manager, Danilo Magno	, of legal age, Filipino
citizen, single/married, resident of Taytay, Rizal CONTRACTOR. WITNESSETH, That,	, hereinafter referred to as the
CONTRACTOR WITNESSETH, THE	· ·

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntang Panlalawigan Ordinance No. 1. 8. 2022 namely:

Construction of 2 storey Theres Multipurpore Building at Esle Brown Homes Marick Subd., Brgy. Sto. Domingo, Cainta, Risal

WHEREAS, the CONTRACTOR, warrenting 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 16, 2022 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million One Hundred Eleven Thousand Five Hundred Eleventy Nine Peace and 63/100 (P 4.118.579.65), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within one Hundred Fifty 51x (156) 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. 1, s. 2022
 - Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Planx and Specifications
 - e. Construction Schodule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the 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 Four Million one Hundred Eleven Thousand Five hundred Seventy Nine Pesos and 63/100 (P 4-111-279-65), 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 construct prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



H

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 12
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Two Hundred Thirty Three Thousand

 Four Hundred Seventy Three Peace and 90/100 (P 1-233,473.90)

 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 herewish, 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 ease 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 RELATION\$HIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to proofved 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 $|\mathcal{L}|$ 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 AR 16 202 day of at Antipolo City.

Transom Engineering Construction

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Proprietor/Manager/President

By:

Governor 🕅

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PRILIPPINES) ANTIPOLO CITY (1) S.S.

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

Salar Salar

Name/Patity

Valid ID Prescuted

Date

Place

HON, REBECCA A. YNARES.

Passport No. P8239281A

August 5, 2028

Manila

Danilo Magno

130-861-254

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

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

Construction of 2 storey Ynares Bultipurress Building at Esla Urban Homes Marick Subd., Brgy. Ste. Domingo, Cainta, Rizel

WITNESS MY HAND AND SEAL this HAR 16 1002 of Capitol, Antipolo City,

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



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 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 2-Storey Ynares Multi-Purpose Building at Vista Verde Exec. Village Phase 9, Brgy. Sto. Domingo, Cainta, Rixal 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:

ロリアコッシンレ

Authorized Signature:

Name of the Representative of the Bidder:

JESSA K-PAYTE

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KNOW ALL MEN BY THESE PRESENTS:

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- 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 taner 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 FOUR Hillian One Hundred Four Thousand Two Hundred Pesos and 50/100 (P 4,104,200,00), Philippine

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hillion Two Hundred Thirty One Thousand Two Hundred Sixty Pesos and 15/100 (P 1,231,260.15)

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

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

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



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 13 to rescrit 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 Autipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have beteunto signed this Agreement this was 16 per of at Antipolo City.

Steelbend Construction, Inc.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

James.

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor.

WITNESSES

MA. VICTORIA B. TEJADA

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

Passport No. P8239281A

Austust 5, 2028

Menila

Jeess . Byte

009-208-126

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

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

Construction of 2 storey Multipurpose will'in at Victa Verde Exec. Village Fance 9. Bry. to. Joningo, Csinta, Mizal

Capitol, Antipolo City.

NGTARY PUBLIC

to: Anyonu, Binangonan & Cardona all in the PROVINCE OF RIZAL ENGRARY PUBLIC 2022

(by virtue of B.M. 3795, September 24, 262) 1 Adm. Matter 194005

Roll of Attorneys No. 6925. PTR No. 17132374 / January 3, 2022 / 8 IBF Lifetime Member No. 016632 to

Doc No. Page No.

Book No.

Series 20 22



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 March, 2022

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to RSS CONSTRUCTION & SUPPLIES—that work may proceed on the Concreting of Road (portion) at Purok 6, Sitio Sampalok, Brgy. Lone, Cardona, 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

Jacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

NOEM D. SORIANO

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 seet 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
DOG FOR IT COMPANY
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Terest disal and herein represented by its Proprietor/President/General Manager, of legal age; Filipine citizen, single/married, resident of herein referred to as the CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in pursuant of the Sanggunung Panlalawigan Ordinance No. 02, 2022 namely:
Concreting of Road (portion) at Purok 5, Sitio Sampalok, Brgy, Looc, Cardona, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held lastrangery 16, 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the situation of the amount of the situation of the smooth of the situation of the smooth of the situation of the smooth of the situation of the
NOW, THEREPORE, 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 which one Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents, and are integrated 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.02, a. 2022
b. Cartificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest 2. Bidding Documents including all the decuments (statements contained in the unimping
 g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
b. Bid Security
i. Addenda and Supplemental Bulletin
j. Notice of Award of Contract and the Contractor's Conformity thereto

186

this Agreement in conformity with the province of the Contract;

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

2. In consideration of the paymon to be nucle by the PROVINCE to the CONTRACTOR, the

Currency, to consideration of the construction and only upon completion of the infrastructure works unless otherwise sereed 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;

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

- 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

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this
- Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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, Infrustructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 15 10 Bey of at Antipolo City.

Entity/Firm/Corporation

By:

NOBIL D. SOSTANO
Proprietor/Manager/President

EDUTA B. DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNARES
Governor

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CHIYONO, Rizal) \$.\$.

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

Name/Entity Valid ID Presented Date Place

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

MORNI D. SORIANO 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:

Concreting of Head (portion) at Purck 5, Sitio Umspalok, Brgy, Looc, Gardons, Risal

WITNESS MY HAND AND SEAL this MAR 16 2012
Capitol, Antipolo City.

ATTY ANNA MARIE L. SANTOS
NOTARY FUBLIC

for Anguno, Binangonan & Cardona
all in the PROVINCE ARE PUBLIC
Extended until Notary Public

Series 20_22 (by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-006

Boll of Attorney No. 20050

Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizat



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 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
Construction of Water System Level II at Bgry. Tuna, Cardona, Rical
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

のクツルユ

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

organized and existing under	the laws of the Republic of the Philippines, with principal place of business
and office address at	Pinangonan, Minal , and herein represented by His
Proprietor/President/General	Manager Laure - Jaiadan , Of legal age, Pinpino
citizen, single/married, resi	dent of Anguages deal , hereininted leteries to as
CONTRACTOR, WITNESS	SETH, That,
pursuant of the Sanggunlang	OVINCE declares that cortain infrastructure works should be constructed in Panlalawigan Ordinance No
21 82	and the second s
bid in a public bidding held the construction and comple following standards set forth	NTRACTOR, warranting that it has the financial and, technical competence infrastructure works, has been declared as the Lowest Calculated Responsive last Poblem 16, 2022 has accepted and binds itself to undertake the structure works strictly in accordance with the in the bid documents, approved plans, program of works and specification in the bid documents, approved plans, program of works and specification in the bid documents. Approved plans, program of works and specification in the bid documents approved plans, program of works and specification in the bid documents. Approved plans, program of works and specification in the bid documents. Approved plans, program of works and specification in the bid documents. Approved plans, program of works and specification in the bid documents.
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to undertake the above said it Bid in a public bidding held the construction and comple following standards set forth consideration of the amount in Hundred Hinety der NOW, THEREFOR	last February 16, 2022 has accepted and binds itself to undertake tion of the above said infrastructure works srictly in accordance with the in the bid documents, approved plans, program of works and specification is not of February 15, 2022 has accepted and binds itself to undertake in the bid documents, approved plans, program of works and specification is not of February 15, 2022 has a second accepted as the Lowert 15, 2022 has a compared to the compared
to undertake the above said it Bid in a public bidding held the construction and complete following standards set forth consideration of the amount	last Pobruary 16, 2022 has accepted and binds itself to undertake the bid documents, approved plans, program of works and specification in the bid documents, approved plans, program of works and specification in the bid documents, approved plans, program of works and specification in the bid documents, approved plans, program of works and specification in the bid documents, approved plans, program of works and specification in the bid documents, approved plans, program of works and specification in the bid documents, approved plans, program of works and specification in the bid documents, approved plans, program of works and specification in the bid documents, approved plans, program of works and specification in the bid documents, approved plans, program of works and specification in the bid documents, approved plans, program of works and specification in the bid documents, approved plans, program of works and specification in the bid documents, approved plans, program of works and specification in the bid documents, approved plans, program of works and specification in the bid documents, approved plans, program of works and specification in the bid documents.

a. SP Ordingues No. 08, se 2022

and incorporated borein by way of reference, namely:

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

Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith

- 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 Four Hillian has Hundred towards five thousand five Hundred Minety (Ph. 275, 362, 81). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise based by the parties, subject of this Agreement as a contract price at the time and in the 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 One Hillion Two Hundred Eighty Two Thousand (P1.282.679.34).

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

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

80.

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 senctions 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 snit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have becounts signed this Agreement this MAR 16 7077 of at Antipolo City.

KIT UBIABAS CONSTRUCTION CORPORATION Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: Rana

Ву:

EAGAIEU ONUAL

Governor

Proprietor/Manager/President

WITNESSES

MA, VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIXYgono, 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

LAUIN UBIADAS

All known to me and to me known to be the sume 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 Watet System Level II at Mrgy. Juna, Cardona, Rizal

WITNESS MY HAND AND SEAL this MAR 16 2022 day of Capitol, Antipolo City.

164 Doc No 🚐 Page No. 34

Book No. Series 20 22.

Angono Rizal ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC for Anguno, Binangonan & Cardona all in the PROVINCE OF RIZAL EXECUTARY PUBLICOSE (by virtue of B.M. 3795, September 28, 207

Adm. Matter 19-008 Roll of Attorneys No. 69250 DTR No. 17132074 / January 3, 2"



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 March, 2022

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

Dear Ms. Pamintuan:

The attached Contract Agreement having been approved, notice is hereby given to
MJP CONSTRUCTION AND DEVELOPMENT CORP. that work may proceed on the
Impre/Const. of Drainage Canal at Kalaw St. and J.P Burgos St., Brgs. Hagumbong, Julajala, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

A. 1. 30 M

MARIA TERESITA F. PAMINTUAN

02/16/2022 # 16

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

and	office	address	BC	Baras.	diami	blic of the P		and	herein	re	presented	D)	IUS
Pron	rietor/Pre	esident/Ger	neral	Manager.	MARTA	TORREST	22	DANCE	MUNITARIA	OI .	tegat ag	e, rı	прино
citiza	en, singl	e/married.	resid	dont of	Saras.	Rizal		,	hereina	fter	referred	to a	s the
CON	TRACT	OR. WIT	NESS	ETH, That,	-0.0	100						-	

Improvement/Construction of Drainage Canal at Kalar St., and J. P. Burgos St., Brgy. Bagumbong, Jalajala, 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 16, 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 Phree Hillton Four Hundred Sixty Three Thousand

Seven Hundred Thirty Pages 4 95/100 (P 3, 463, 730, 95), 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 (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 01, a. 2022
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addresda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the empeat of PESOS

 Three Hillion Four Hundred Sixty Phree Phousand Savan Hundred Phirty Passa

 95/100 (P 3.463.730.95), Philippine

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







- 4. The CONTRACTOR warrants that he has not given our 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 Hilliam Phirty Nine Phousand One Hundred Nineteen Pesos & 29/100 (P1, 059, 119.29)

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

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

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

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

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

Invisdiction 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 MAR 15 May of at Antipolo City.

MJP CONSTRUCTION AND DEVELOPMENT OF RP.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

- Allert -MARIA TERESIPA P. PAKINTUAN

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor

WITNESSES

LOLITA B. DE GUZMAN

MA, VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITANGONO, P

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

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P\$239281A

August 5, 2028

Manila

MARIA TERESITA F. PAMINIUAN

215-505-783

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Improvement/Construction of Drainage Wanal at Calay St., and J. P. Burges St., Bryy, Pagunbong, Jalajala, Musal

WITNESS MY HAND AND SEAL this MAR 16 2022 day of Capitol, Antipolo City.

Angono, Rizal , at Rizal Provincial

(73 Doc No. 30 Page No. Book No.

Series 20 2

all and AKXING BARIZAL Extended until June 30, 2022

MOTARY PUBLIC

(by virtue of B.M. 3795, September 26, 2021) Adm, Matter 19-008

Roll of Attorneys No. 69250

PTR No. 17132074 / January 3, 2022 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

MR. J.AURO A. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas.

The attached Contract Agreement having been approved, notice is hereby given to **RIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the **Construction of 3-Units Artesian Well at Brgs.** Bagumbong, Jalajula, 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:

2.17.70 m

LAURO A. UBIADAS

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
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rinangonan, Rizal and herein represented by its Proprietor/President/General Manager, LAU-10 URIADAS of legal age, Filipine citizen, single/married, resident of Rinangonan, Rizal hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
	WHEREAS, the PROVINCE declares that pertain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No01, s. 2022namely:
	Construction of 3-Units Artesian Vell at Brgy. Regumbong, Jalajala, Rizal
6	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 16 , 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 Sixty Three Thousand Pive Hundred Teent 177/100 (P 963, 520, 77), Philippine Currency.
h	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:
Ø,	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 Bit Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Comract, Supplemental or Bid Bulletins, if say, 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 horein by way of reference, namely:

- a. SP Ordinance No. 01, as 2022
- Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- s. 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
- 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 tance 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 Sixty Three Thousand Five Hundred Twenty Pesos 5 77/100

 (P 963, 520, 77), 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 prior at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Eighty Nine Thousand Fifty Six Peace & 23/100 (P 289,056,23)

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

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

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

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

- 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 repolyed 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.

Invisdiction 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 7022 day of at Antipolo City.

KIT URIADAS CONSTRUCTION CORP. Entity/Firm/Corporation

Rad

By:

LAURO UBIADAS Proprietor/Manager/President REBECCA A. YNARES Governor

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTOPOLO CITANDORO, 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 UBIABAS

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 paresent.

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 3-Units Artesian Well at Brgy, Bagumbong, Jalajala, Rizal

WITNESS MY HAND AND SEAL things 16 2027 day of _ Capitol, Antipolo City.

ATTY ANNA MARIE L. SANTOS

NOTARY PUBLIC

at Rizal Provincial

for Angono, Binangonan & Cardona all intotary Publicial

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

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

Doc No. __

Page No. 35 Book No. Series 20 22.

164



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

[6 March, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

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

ANROL CONSTRUCTION—that work may proceed on the

Construction of Stone Masonry for Stope Protection (portion) of Quisan River, Brgg. Quisao, Pillia, 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:

2. 12.202

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7160, with	77 789770 1879 2698	apitol, act by
organized and existing under the laws of the Re and office address at Pasig. Ci:	rence Ggeho of legal age, I	osiness y its ilipino
WHEREAS, the PROVINCE declares pursuant of the Sangguntang Panlalawigan Ord	that certain infrastructure works should be construing to the construing that the construing the construing that the certain infrastructure works should be construing the certain infrastructure works should be construing the certain infrastructure works should be construing the certain that the certain infrastructure works should be construing the certain the certain that the certa	icted in ily:
Construction of Stane Masonry : River, Brgy. Quieso, Pililla, Ri	for Slope Protection (portion) of Quies	0
4		
to undertake the above said infrastructure work Bid in a public bidding held last February the construction and completion of the above	ranting that it has the financial and, technical comes, has been declared as the Lowest Calculated Response in the control of	ponsive dertake with the
to undertake the above said infrastructure work Bid in a public bidding held last February the construction and completion of the above	s, has been declared as the Lowest Calculated Res has accepted and binds itself to un	ponsive dertake with the ation in ed
to undertake the above said infrastructure work Bid in a public bidding held last February the construction and completion of the above following standards set forth in the bid docume consideration of the amount of Four Hilli Twelve Pesos and 17/100	s, has been declared as the Lowest Calculated Response 2022 has accepted and binds itself to unsaid infrastructure works strictly in accordance works, approved plans, program of works and specific on Six Hundred Ten Thousand Five Bundred	ponsive dertake with the ation in ed rency.
to undertake the above said infrastructure work Bid in a public bidding held last February the construction and completion of the above following standards set forth in the bid documer consideration of the amount of Four Hilli Trelve Pesos and 17/100 NOW, THEREFORE, for and in con- hereby agree as follows: 1. The whole works subject may one Hundred Forty (140) cale	s, has been declared as the Lowest Calculated Response 2022 has accepted and binds itself to unsaid infrastructure works strictly in accordance was, approved plans, program of works and specification Six Hundred Ten Thousand Five Hundred (Ph. 510, 512, 17), Philippine Curbsideration of the foregoing premises, the parties and days, in accordance with the provisions of	ponsive dertake with the ation in ed rency. hereto
to undertake the above said infrastructure work Bid in a public bidding held last February the construction and completion of the above following standards set forth in the bid docume consideration of the amount of Four Hilli Trelve Pesos and 17/100 NOW, THEREFORE, for and in con hereby agree as follows: 1. The whole works subject max One Hundred Forty (140) cale Documents, Approved Plans, Program of Wor Contract, Supplemental or Bid Bulletins, if a	s, has been declared as the Lowest Calculated Response 2022 has accepted and binds itself to unsaid infrastructure works strictly in accordance was, approved plans, program of works and specific on Six Hundred Ten Thousand Five Hundred (Ph. 510, 512, 17), Philippine Cursideration of the foregoing premises, the parties and days, in accordance with the provisions of this and Specifications, General and Special Conditions, and supporting/related documents as required ions of Republic Act No. 9184 and are integrated by	ponsive dertake dertake with the ation in ed rency. hereto within the Bid tions of

- d. Plans and Specifications
- e. Construction Schedule

f. Request for Expression of Interest

- Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. 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 land bereby 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 Four Million Six Hundred Ten Thousand Fi	pay the CONTRACTOR the emount of PESOS
17/100	(P. 610, 512, 17). Philippine
Currency, in consideration of the construction and unless otherwise agreed by the parties, subject of this manner prescribed by the Contract and specified in the	only upon completion of the infrastructure works Agreement as a contract price at the time and in the

8

get b

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS one Million Three Hundred Eighty-Three Thousand One Hundred Fifty-Three Peece and 65/100 (P1.383, 153.65)

 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;
- 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 resend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

5 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 16 2012 day of at Antipolo City.

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

COLA SECRETA CAMOTO

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor ♥

WITNESSES

LOLITA DE QUZMAN

MA. VICTORIA B. 1EJADA

NOTARIAL ACKNOWLEDGMENT

ANTIPOLO CITAGONO (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

DLARENCE CACHO

151-582-125

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

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

Construction of Stone Masoury for Slope Protection (portion) of Quisso River, Brgy. Quisso, Pililla, Rival

WITNESS MY HAND AND SEAL this _____day of _____day of ______day.

ANNA MARIE L. SANTOS

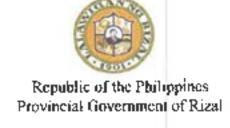
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Doc No. 159
Page No 32
Book No. 4
Senes 20 20.

NOTARY PUBLIC OF AN OTARY PUBLIC PRICAL all in the PROVINCE OF RIZAL

Extended until June 30, 2022 (by crice 3' 8.M. 3795, September 28, 2021) Adm. Matter 19-006

Roll of Attorneys No. 69250 Pt & No. 17132074 / January 3, 2022 / Rizal



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 March, 2022

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

Dear Mr. Cortez:

The attached Contract Agreement having been approved, notice is hereby given to CORTEX SANTOS CONSTRUCTION & SUPPLY CORP. that work may proceed on the Construction of 2-Storey Ynares Multi-Purpose Bidg. (HOA Office)

(a) Arangaza Subd. Brgy. Burgos, Rodriguez, 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:

ARVIN JUREL B CORTEZ

02/16/2022 # 19

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under and office address at	an lateo.	Rizal , an	nd herein repre	sented by its
Proprietor/President/General	Manager,	in Jurel Suco Car	tes of legs	al ege, Filicino
citizen, single/married, resi	dept of st	ateo, Plusi	hereinafter gei	्राप्ट्रं ता 🛎 पार
CONTRACTOR, WITNES		ATTENDED	5%	80
		s that certain infrastruc		Le constructed in namely:

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 16, 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 Fillian Four Righted Ninety Five Thousand Seven Bundred Nineteen Passes and 34/100 (P 3,495, 719,54), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within the Hundred Thirty Eight (138) calendar days, in accordance with the provisions of the rid 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. 01, 8, 2072
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby 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 coverants to pay the CONTRACTOR the amount of PESOS

 Three Million Four Hundred Minety Five Thousand Seven Hundred Mineteen Pesos

 and 34/100 (P 3,495,719.34) Philippine
 Currency, to consideration of the construction and only upon completion of the infrastructure works
 unless otherwise serced by the parties, subject of this Agreement as a contract price at the time and in the
 trustner 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 Connector has posted the required performance security of PESOS One Million Forty Eight Thousand Seven Hundred Fifteen Peson and 80/100 (P 1.048,715.80 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:
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- 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 office 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 az 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 senctions 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.

IN WITNESS WHEREOF, the p	arties have hercunto signo	d this Agreement thi	s MAR 16 Production
at Antip	alo City.		
	*		
Cortez Coice Construction and	Supply RIZAL PR	OVINCIAL GOVE	RNIMOENT
Entity/Firm/Corporation Corp			
By: Ala	By:	5	
rvin Jurel Suco Cortes	RI	EBECCA A. YNAR	ES
Proprietor/Manager/President		Governor //	
(x	WITNESSES		
LOLITA BE DE GUZMAN	N	A. VICTORIA	TEJADA
NOTAL	RIAL ACKNOWLEDGM	IENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITAGONO, Rizal) S.S.			
BEFORE MB, a Notary Public f	or and in AntipoRoCity, pe	tsonally appeared the	e following
Name/Cubity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Marila
Irvin Jurel Buco Cortes	776-254-234		

ınd 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:

The state of the s	7.77
Construction of Z storey Yearon it	1 002 1201
WITNESS MY HAND AND SEAL this	day of NAC 16 222 at Rizar Provincial
Capitol, Antipolo City.	ATTY ANNA MARIE 1. SANTOS
Doc No. 187	NOTARY PUBLIC
Page No 38	for Angeno, Binangenan & Cardona
Book No. 4	ell in NOTARY PUBLIC AL Extended until June 30, 2022
Series 20_7L	(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-306
	Roll of Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

MR. TEODORICO C. ALEJANDRO ALE-J CONSTRUCTION & TRADING Rodriguez, Rizal

Dear Mr. Alcjandro:

The attached Contract Agreement having been approved, notice is hereby given to
ALE-J CONSTRUCTION & TRADING that work may proceed on the
Const. of 2-Storey Ynarcs Multi-Purpose Bidg., (BADAC, VAWC) Brgy. Burgos, Rodriguet, 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.

3.17:07.7

TEODORICO C. A LEJANDRO

CONTRACT AGREEMEN [

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. VNARES, herein referred to as the PROVINCE; and

ale-J Construction and Irading , a sole proprie	torship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines	with principal place of business herein represented by its
and office address at Kooriguez, Kizal , and Preprietos/President/General Manager, Teodorico C, elejindro	
citizen, single/married, resident of Rodrigues, Rigal	hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	180

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggunang Panlalan igan Ordinance No. 02, 5, 2022 namely:

principation of Fishers Vermen Sultinorpose Flog. (BAPAG, V. C) brig. surges, Souriquez, 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 last Pebruary 15, 2022, bas accepted and binds starlf to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth to the bid documents, approved plans, program of works and specification in consideration of the amount of Three Hillion Three Rundred Seventy Six Thousand

Three Hundred Inventeen Peace and 35/100 (P. 376, 317.35), 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 the indred Thirty Two (152) calender days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Courset, 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. 62, 50 (02)
 - b. Certificate of Availability of Funds
 - c. ScoperProgram of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule.
 - f. Request for Expression of Interest
 - Bidding Documents woluding all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the latter hereby 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 Partic villion Three Hundred Seventeen Pesos and 35/100 (P 3:376,317.35), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Twelve Thousand Eight Hundred
 Ninety Five Pesos and 21/100 (P 1,012,895.21)
 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE.
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable 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 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 cutitle 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 sury agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement things 15 207 hay of at Antipole City.

Hawd Car traction on Truling

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Engra leodorico C. Alejandro

Proprietor/Manager/President

By:

REBECCA A. YNARE Governor

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO (Hayong, 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

Teodorico alejandro

910-062-673

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

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

Construction of 2 storey Yngres Unitipurpose Fldg., (BathC, VLVC) Brgy. Burgos, Rodriguez, Rizal

WITNESS MY HAND AND SEAL this HAND 16 207 of Capitol, Antipolo City.

Doc No. Page No.

Book No. Series 20 2. NOTARY PUBLIC

for Angeno, Binangonan & Cardona

all NOT RRY PUBLIC RIZAL Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-008

Roll of Attorneys No. 89250

PTR No. 17132074 / January 3, 2022 / Rizel IBP Lifetime Member No. 016632 / Rizel



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho.

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Construction of 15x30m Ynares Multi-Purpose Covered Court (Rafter Type) at Eastwood Villa (Phase I), at Brgy. San Isidro, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

317 Jans

GLARENCE C. CACHO

02/16/2022 # 21

CONTRACT AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and outered into by and between:

bidder/s two (2) bidding envelopes

this Agreement in conformity with the province of the Contract,

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

Five Killian One Hundred Forty-Elight Thousand Six Hundred Five

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

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

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

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

mamor prescribed by the Contract and specified in the Bid and at agreed upon by the Contractor;

Addenda and Supplemental Bulletin.

Bid Security

existin	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol,
Circun	inferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by OVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	AN ROLL CONSTRUCTION , a sole proprietorship/private corporation, duly
end	zed and existing under the laws of the Republic of the Philippines, with principal place of business office address at Paging City and herein represented by its
Propri	etor/President/General Manager. Clarence Cacho , oi legal age, Finpino
citizes	ractor. Witnesseth, That,
pursu	WHEREAS, the PROVINCE declares that contain infrastructure works should be constructed in ant of the Sangguniang Panlalawigan Ordinance No
	Construction of 15x30m Inares Multi-Purpose Covered Court (Hafter Type) at Hastwood Villa (Phase 1), at Hrgy, San Isidro, Rodriguez, Rizal
Bid in the c	dertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive a public bidding held last February 16, 2022 has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the wing standards set forth in the bid documents, approved plans, program of works and specification in deration of the amount of Pive Hillian One Hundred Forty-Light Thousand Contents. NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto
hereb	y agree as follows:
	I. The whole works subject matter of this Agreement shell be completed within the Hundred Twenty (120) calender days, in accordance with the provisions of the Bid
2016	ments, Approved Plans, Program of Works and Specifications, General and Special Conditions of cact, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith neorporated borein by way of reference, namely:
	montposition and on they or sections, among,
1	b. Cartificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Plans and Specifications
Vi V	e. Construction Schedule
	f. Request for Expression of Interest
	g. Bidding Documents including all the documents/statements contained in the winning

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hillion Five Hundred Forty-Four Thousand Five Hundred Eighty-One Pesos and 76/100 (P 1,544,581.76 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 umount 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 resented 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 PROVENCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change. order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 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

P Me and

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 become this Agreement this 15 10 day of at Antipolo City.

AT ACL CONSTRUCTION

By:

Entity/Firm/Corporation

RIZAU PROVINCIAL GOVERNMENT

Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor 9

WITNESSES

LOLITA BODE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITYONO (\$1.50)
\$5.5

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

Name/Entity

Valid ID Presented

Date Place

HON, REBECCA A. YNARES

Passport No PS239281A

August 5, 2028 Manila

CLARENCE CACHO

51-512-125

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

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

Construction of 15x50m Theres Multi-Purpose Covered Court (Rafter Type) at Hastwood Villa (Phase 1), at Brgy. San Isidro, Rodrigues, Minul

WITNESS MY HAND AND SEAL this MAR 15 2 day of Capitol, Antipolo City.

Doc No SA Page No. 33 Book No. 4 Series 20 22

NOTARY PUBLIC tor Angeno, Binangonan & Cardona NOTARY PUBLIC RIZAL Extended until June 30, 2022

(by virtue of 3.M. 3795, September 28, 2021)
Adm. Matter 19-006

PTR No. 17132074 / January 3, 2022 / Rigal ISP Lifetime Member No. 016632 : Rigal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manula

Dear Mr. Cacho:

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

ANROL CONSTRUCTION—that work may proceed on the

Repair/Repainting of School Bidg., at Kasiglahan VIII. Senior High School, Brgv. San Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

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lel G. lel

CONTRACT AGREEMENT

22

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

The PROVINCIAL GOVERN existing under Republic Act No. 716 Circumferential Road corner P. Oliveroits GOVERNOR, HON. REBECCA A	60, with seat of go is St., Brgy, San Roo L. YNARES, herein i	overnment a que, Antipolo referred to as	t the Rizal Processor City, represent the PROVINC	evincial Capitol, sted in this act by E; and
AN ROL CONSTRUCTION		sole propriet	torship private s	corporation, duly
organized and existing under the laws of	of the Republic of the	e Philippines	with proscipal	place of business
and office address at Pass. Proprietor/President/General Manager,	g oley		of los	semeo oy na al age Filipino
citizen, single/married, resident of	Clarence Ca	cho	hereinaster res	ferred to as the
CONTRACTOR, WITNESSEITH, The	THE VALUE	,		
	,			
WHEREAS, the PROVINCE of pursuant of the Sangguntang Panlalavia				be constructed in namely:
Repair/Repainting of Se Brgy. Sen Jose, Rodrig	shool Bidg. at mez, Rizal	Kasiglaha	n Vill. Seni	or High Schoo
WHEREAS, the CONTRACTO	OR, warranting that	it has the tin	uncial and, tech	mical competence
to undertake the above said infrastructi	are works, has been a	declared as ti	te Lowest Calci	ilated Responsive
Bid in a public bidding held last	ordery 16, 2022	, has acce	pted and binds i	itself to undertake
the construction and completion of the	e above said infrasti	ructure work	s sinchly in acc	ordance with the
following standards set forth in the bid consideration of the amount of Fo				
CARLES CONTROL OF THE MINISTER OF THE PERSON	MA PIAAAADH DANN	O THUMBURY DAY	· · · · · · · · · · · · · · · · · · ·	A DESTRUCTION OF THE PARTY OF T

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 Trenty (129) 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:

- SP Ordinance No. 01, 8, 2022
- 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 bidder/s two (2) bidding envelopes
- b. Bid Security
- Addenda and Supplemental Bulletin
- j Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the ground of PESOS

 Four Hillion Bight Hundred Forty-Three Thousand Bight Hundred Seventy Pesos

 and 13/100 (Ph. 843, 870, 13), 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 One Hillion Four Hundred Fifty-Three Thousand One Hundred Sixty-One Pesos and 04/100 (P 1,453,161.04 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under thus 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 JRR shall contain a provision on liquidated damages which shall be poyable 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 domaged 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 afternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this MAR 16 Way of at Antipolo City.

ANADL COMSTRUCTION Entity/Firm/Corporation RIZAL PROVINCIAL GOVERNMENT

By:

Proprietor/Manager/President

By.

REBECCA A. YNARES Governor \$

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 18.8.

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

CLARENCE CACHO

151-542-125

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

Repair/Repainting of School Bldg., at Kasiglahan Vill. Senior High School.. Brgy. San Jose Rodriguez, Rizal

WITNESS MY HAND AND SEAL this MAR 1 6 2022 Antipolo City.

at Rizal Provincial Capitol,

ATTY, ANNA MARIE L SANTOS **NOTARY PUBLIC**

Por Angono, Binangonan & Cardona. all in the PROVINCE OF RIZAL NOTABLE BARBONE 30, 2022

(by write of 9.M. 3795, September 28, 2021). Adm. Matter 19-006

Rethol Attorneys No. 69250 PTR No. 17132074 / January 3, 2022 / Rizal IBP Edelime Member No. 016632 / Rigal

Series 20 22

Doc No. Page No. Book No.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

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

Dear Mr. Cortex:

The attached Contract Agreement having been approved, notice is hereby given to CORTEZ SANTOS CONSTRUCTION & SUPPLY CORP. that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Portbello Homes, Brgy. Guitnang Hayan 1, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

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ARVIN JUREL BY CORTEZ

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized 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, Antipoto 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 busines and office address at the laws of the Republic of the Philippines, with principal place of busines and office address at the laws of the Republic of the Philippines, with principal place of busines and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address at the laws of the Republic of the Philippines, with principal place of business and office address and the laws of the Republic of the Philippines, with principal place of business and office address and the laws of the Republic of the Philippines, with principal place of business and office address and the laws of the Republic of the Philippines, with principal place of the Philippines and the Phil	:55 :1\$:00
CONTRACTOR WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguntung Pontalawigan Ordinance No. 2218 2022 namely:	in
Permin/Repulation, of Theres Jultipurpose covered Court at Northelle Hones, bray, building Sayan I, in Mates, Rizel	11
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent to undertake the above said infrastructure works, has been declared as the Lowest Calculated Response Bid in a public bidding held last 1 cbru ry 10, 2022 has accepted and binds itself to underta the construction and completion of the above said infrastructure works strictly in accordance with the construction and completion of the above said infrastructure works strictly in accordance with the construction and completion of the above said infrastructure works strictly in accordance with the construction and completion of the above said infrastructure works strictly in accordance with the construction and completion of the above said infrastructure works.	ike ike

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

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

orty Five

17.10

Plane and Four Hundred Seventeen

), Philippine Currency.

- 1. The whole works subject matter of this Agreement shall be completed within Forty Five (45) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 02, 6, 2022

consideration of the amount of Pine Hardred Fesos and 39/100

- b. Certificate of Availability of Funds
- Scopo/Program of Work and Detailed Estimate
- d. Plans and Specifications
- c. Construction Schedule
- Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement is conformity with the province of the Contract;
 - 3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Nine Sundred Forty Five Thousand Four Eundred Seventeen Pesos and 50/100

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



K

- 4. The CONTRACTOR warrants that he has not given nor premised 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 Eighty Three Thousand Six Hundred Twenty Five Pesos and 22/100 (P 283,625,22)

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



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

Without prejudice to administrative sanctions that may be imposed 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 hereunto signed this Agreement this MAR 16 20 day of at Antipolo City.

Entity/Firm/Corporation lorg.

RIZAL PROVINCIAL GOVERNMENT

Ву:

Proprietor/Manager/President

By:

REBECCA A. YNARES

WITNESSES

LOLITA E DE GUZMAN

ma, victoria b, tejada

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Ptace

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

λ (anilα

Irwin Jurel Buon Cortes

776-254-234

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/Restinting of Ynares Bultipur car Covered Court et l'orthallo Rosse, Brgy. Guitneng Soyan I. de Cateo, Bizal

WITNESS MY HAND AND SEAL this NOT 16 THY of Capitol, Antipolo City.

Tion: No. 189
Page No. 34

Book No. 4 Series 20 22 ATPY, ANNA MARIE L. SANTOS NOTARY PUBLIC for Angello, Binangenen & Cardona all to the PROVINCE OF RIZAL EXOTARY PUBLIC 1:22

(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-008
Rull of Allome, s No. 69293

Rull of Allerne, s No. 59290 STR No. 171322717 (Property D. 1072 1750) 159 Lifeting (Jember Ng. 016603 1610)



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 March, 2022

MR. NICKERSON H. 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 Ynares Stage at Sitio Mahoin at Brgy. Paray, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

NICKERSON H-SAGUN

CONTRACT AGREEMENT 24

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,

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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TA A VALUE	SAMON GON WYRUG ALC	W 1	a sole pro	prietorship/private corporatio pines, with principal place of b	usiness
rganiz	ed and existing under	the laws of the Rep	ubite of the Philipp	mes, with principal place of c	w its
nd c	ffice address at	Rodrigues, Ri	anl .	and herein represented	Cilinina
roprie	tor/President/General	Manager, MTERRE	NOM SAME	of legal age,	rinpino
itizen,	single/married, resi-	ident of Rody	denes, Risel	of legal age, hereinafter referred to	as me
ONT	RACTOR, WITNESS	SETH, That,			85
	WILEDEAS AL DRO	OVINCE declares th	or certain infrastru	schure works should be constru	icted in
ursua	at of the Sangguniang	Panlalawigan Ordi	nance No. 01	9 81 2022 nam	ely:
				Ergy. Pursy, Rodrigues	
isal					•
					7.00
	WHEREAS, the CO	NTRACTOR, warra	anting that it has th	ne financial and, technical com	petence
o und	estales the above said	infracture works	has been declared	as the Lowest Calculated No.	honers
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	NOW, THEREFOR	RE, for and in cons	ideration of the f	oregoing premises, the partie	s barete
bereb	agree as follows:	1336			
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4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundrond Nanotee Thousand Porty Pesos (P. 419,040,39)

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the character 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 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;
- 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 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 16 2022 day of at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT NITCHTS SON CONSTRUCTION Entity/Fign/Corporation By: NYCKERSON SAJEN REBECCA A. YNARES Proprietor/Manager/President WITNESSES TCTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ono, Rizal) \$.S.

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

Valid ID Presented Name/Entity

Place Date

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

NICKERSON SAGIN-

412-202-013

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 Ynares Stage at Sitio Mabolo at Brgy. Puray, Rodriguez

WITNESS MY HAND AND SEAL this MAR 16 2022 day of Capitol, Antipolo City.

170 Doc No. Page No.

Book No. Series 20 22 for Angono, Binangonan & Cardona ENOTARY PUBLIC 2022

at Rizal Provincial

(by virtue of B.M. 3795, September 25, 2021) Adm. Matter 19-005

Rott of Altorneys Na. 69250 PTR No. 17132974 / January 3, 2022 / Rize! ISE I Jaume Momber No. 618613 r 8 col



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 March, 2022

MS. MARIA VICTORIA H. SAGUN DIAMOND BLESSED CONSTRUCTION Rodriguez, Rizal

Dear Ms. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to
DIAMOND BLESSED CONSTRUCTION—that work may proceed on the
Improvement of Ynares Multi-Purpose Ridg. & Installation of Electrical Lighting System
of Ynares Multi-Purpose Covered Court at Brgy. San Isidro, Rodriguet, 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:

MARIA VICTORIA H. SAGUN

02/16/2022 # 25

CONTRACT AGREEMENT 1

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and on	
existing under Republic Act No. 7160 Circumferential Road corner P. Oliveros	MENT OF RIZAL, a local government unit, duly organized and b, with seat of government at the Rizal Provincial Capitol, St., Brgy. San Roque, Antipolo City, represented in this act by YNARES, herein referred to us the PROVINCE; and
Minsone Disputed Construc	a sole propriesorship/private corporation, duly
organized and existing under the laws of	the Republic of the Philippines, with principal place of business unit disclarate and herein represented by its of legal age, Filipine the Republic of the Philippines, with principal place of business of legal age, Filipine the Republic of the Philippines, with principal place of business next the Republic of the Philippines, with principal place of business of legal age, Filipines the Republic of the Philippines, with principal place of business next the Republic of the Philippines, with principal place of business next the Republic of the Philippines, with principal place of business next the Republic of the Philippines, with principal place of business next the Republic of the Philippines, with principal place of business next the Republic of the Philippines, with principal place of business next the Republic of the Philippines, with principal place of business next the Republic of the Philippines, with principal place of the Philippines of legal age, Filippines next the Republic of the Philippines of the Philippines next the Republic of the Philippines of the Philippines next the Republic of the Philippines of the Philippines next the Republic of the Philippines of the Philippines next the Republic of the Philippines of the Philippines next the Philippines of the Philippines of the Philippines next the Philippines of the Philippines of the Philippines next the Philippines of the Philippi
WHEREAS, the PROVINCE de pursuant of the Sangguntang Pantahawig.	clares that certain infrastructure works should be constructed in an Ordinance No. C1 . 2021/ C2, 5. 2022 namely:
	iti proces Blog. & Install tion of Electrical introduce Covered Court at Ergy. San Islano.
the construction and completion of the following standards set forth in the bid d	above said infrastructure works strictly in accordance with the locuments, approved plans, program of works and specification in 1111ion fine teen the specific library live fired binateen
Fee: 2 and 47/100	(P 1,019,318,47), Philippine Currency.
hereby agree as follows: 1. The whole works subject	in consideration of the foregoing premises, the parties hereto
Documents, Approved Pleas, Program Contract, Supplemental or Bid Bulletin) calendar days, in accordance with the provisions of the Bi- of Works and Specifications, General and Special Conditions on as, if any, and supporting/related documents as required by the Regulations of Republic Act No. 9184 and are integrated herewith cace, namely:
a. SP Ordinance No. 21, 8.	7074 / 021, 02 7085
Pi 01 WILLIAMS 110.	A COLOR OF THE PARTY OF THE PAR
 b. Certificate of Availability of c. Scope/Program of Work and 	Tends Detailed Estimate
 b. Certificate of Availability of c. Scope/Program of Work and d. Plans and Specifications 	Tends
 b. Certificate of Availability of c. Scope/Program of Work and 	Funds Detailed Estimate

g. Bidding Documents including all the documents/statements contained is the wire reco

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

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laner hereby covenants with the PROVINCE to construct and complete the intrastructure works subject of

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;

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

bidder/s two (2) bidding envelopes

Addenda and Supplemental Bulletin.

this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTR

Bid Security

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

X

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Five Thousand Seven summered with the Pasos and 54/100

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

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

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the Bidding Documents;

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 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 arry 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 because signed this Agreement the 1027day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Di sond Pleased Personation Entity/Firm/Corporation By: By: Victoria Proprietor/Manager/President WITNESSES LOLITA B. DE GUZMAI NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Drate Valid ID Presented Name/Entity Passport No. P8239281A August 5, 2028 Manila HON, REBECCA A. YNARES 193-083-270 Ma. Victoria Sagum 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

Improvement of Theres Kultipurcose Blig. | Installation of Flestrical Lighting System of Thorce Fultipurpose of a row Lourt at Bray. For Isidro, Rodriguez. Rizal WITNESS MY HAND AND SEAL this 1/2 1/2 2027 day of ___ Capitol, Anupole City. NOTARY FU Doc No.

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

Page No. Book No. Series 20 2.

NOTARY PUBLIC Excapded until July 55, 2022 (by White of B.M. 379", S. Tamber 28, 202", Adm Ma. br 1, -000 Roll of Atlanneya No. 59350 PTR No. 17132074 / January 3, 2022 / Rizzl

NAME OF BRIDE



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

MR. NICKERSON II. 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 Const/Extension of Ynares Multi-Purpose Building & Welcome Arc and Installation of Electrical Lighting System of Ynares Multi-Purpose Covered Court at Brgy. San Isidro, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder

NICKERSON H. SAGUN

02/16/2022 # 26

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and currend into by and between:

and office	xisting under the laws o	of the Republic of t	he Philippines, with and here	in represented by	iness
Proprietor/Presi citizen, single/	dent/General Manager married, resident of OR. WITNESSETH, The	Redriguez, Ri	sun herei	, of legal age, Fil- nafter referred to as	pino
WHER pursuant of the	EAS, the PROVINCE Sanggunians Panialas	declares that certain	infrastructure work	s should be construct 02, s. 2022 namely	ed in
Installation	Extension of Inst of Electrical Li g. San Isidro, Ro	ghting System o	se Building & V f Theres Multi-	elcome Arc and Purpose Covered	
to undertake the Bid in a public the construction following stand consideration.	EAS, the CONTRACT c above said infrastruct bidding held last	hruary 16, 2022 he above said infra I documenta, approv	has accepted a structure works stric- yed plans, program of hundred Sixty Te	west Calculated Respond and brinds itself to under thy in accordance with f works and specificat	nsive ertake h the ion in
NOW, hereby agree a	THEREPORE, for an follows:	d in consideration	of the foregoing p	remises, the parties	jerob
Documents, A Contract, Sup 2016 Revised	pproved Plans, Program plemental or Bid Bulle implementing Rules and	calendar days n of Works and Sp tins, if acy, and st d Regulations of Re	, in accordance with ecifications, General apporting/related do	the provisions of the land Special Condition caments as required by	ons o
	ed berein by way of refe	erence, namely:			

b. Cartificate of Availability of Funds

c. Scope/Program of Work and Detailed Estimate

d. Plans and Specifications

e. Construction Schedule

f. Request for Expression of interest

g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes

h. Bid Scourity

Addenda and Supplemental Bulletin

- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Hillion One Hundred Sixty Two Thousand One Hundred Nine Peggs 1 58/100

 (P 1, 162, 109, 58), Philippine
 Currency, a consideration of the construction and only upon completion of the infrastructure works unless otherwise assect 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 Light Thousand Six Hundred (P 348, 632, 87)

 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 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, Infrustructure 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 laws;

O. 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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12

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

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

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

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

Entity/Firm/Corporation

ъ.,

RIZAL PROVINCIAL GOVERNMENT

By: NILEDYSON

By:

REBECCA A. YNARES

NICK-REON BAGUN Proprietor/Manager/President

WITNESSES

MA, VICTORIA B, TEJADA

N

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

NICK RESON BASUN412-090-913

412-090-913

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/Extension of Ynares sulti-Purpose Avilding & selsome Arc and Installation of Electrical Lighting System of Ynares Sulti-Purpose Covered Court at Brgy. San Isidro, Rodriguez, Sizal

WITNESS MY HAND AND SEAL this MAR 16 2022 day of Capitol, Antipolo City.

, at Rizal Provincial

ANNA MARIE L. SANTOS

Page No. 25
Buok No. 4
Series 20 72

to Allono, Binangonan & Cardona all No. IPARY PUBLIC

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

Roth of Attorneys No. 69250 PTR No. 17/37074 * January 3, 2022 / E' &



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

MR. NICKERSON H. 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 Installation/Improvement of Electrical Lighting System of Ynares Multi-Purpose Covered Court at Brgy. San Jose, Rodriguet, 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

Соустог

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

NICKERSON H. SAGUN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and emored into by and between:

N TC	CERSON CONSTRUCTO	M18		a sole propri	ietorship/priv	ate corporation,
rganiz	ed and existing under	the laws of	the Republic	of the Philippin	es, with princ	apai place of busi
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roprie	tor/President/General	Manager,	NICKERS	ON SARIN	of	legal age, Fili
itizen,	tor/President/General single/married, resid	dent of _	Rodri mez	Risal	, hereinafter	r referred to as
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ursuai	WHEREAS, the PRO	OVINCE de Panlalawig	clares that ce un Ordinance	rtain infrastructi No. 02, a.	re works sta 2022	namely:
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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred P1 floor floored S4x theodord Eight een Pesos 5. 51/100 (P.215, 613, 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 direction 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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- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, bouts 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 perty, 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 MAR 15 1811 day of at Antipolo City.

NIGERBOOK CONSTRUCTION
Entity/Firm/Corporation

By:

By:

NECKERSON SAGUN

Proprietor/Manager/President

REBECICA A. YNARES
GOVERNOR 9

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA E DE GUZMAN

MA, VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

NICKERSON SAGUN

412-090-913

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/Improvement of ElectricalLighting System of Ynares Hulti-Purpose Covered Court at Brgy. San Jose, Bodriguez, Rizal,

WITNESS MY HAND AND SEAL this ______ day of

Capitol, Antipolo City.

Doc No 174

Page No. 36 Book No. 4 Series 20 73 ATTY, ANNA MARIE L. SANTOS

at Rizal Provincial

for Angeno, Binangonan & Cardona all in a process of Cardona Extended until Juna 30, 2022

(by writter at B.M. 3795, September 25, 2521)

Adm. Matter 19-005
Roll of Atlarneys No. 6925;
PTR No. 17132074 / January 3, 2022 / Rogal

187 Lilei me Momber No. 019632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

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

Dear Mr. Cortez:

The attached Contract Agreement having been approved, notice is hereby given to CORTEZ SANTOS CONSTRUCTION & SUPPLY CORP. that work may proceed on the Repair/Repainting of Ynares School Buildings at Justice Vicente Santiago Elem. School, Brgy. Ampid 2, San Maleo, 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:

3.17:2422

Authorized Signature:

Name of the Representative of the Bidder:

ARVIN JUREL B. CORTEZ

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Cortez Santos Construction and Supply Corp. a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Lan Fateo, Figal , and herein represented by its Proprietor/President/General Manager, Arvin Jurel Baco Cortes of legal age, Filipine cuizen, single/married, resident of San Hatoo, Rizal , hereinafter referred to as the CONFRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE dectates that certain infrastructure works should be constructed in pursuant of the Sangganung Panlalavilgan Ordinance No. 2 * * 2022 namely:

Repair/Repointing of Ynarce School Buildings at Justice Vicente Latingo Elem. School, Brgy. Ampid 2, can Haten, Kiral

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 16, 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 Six Hundred Fifty One Thousand Five Hundred Seven Peace and 35/100 (P. 1.651.507.35.), Philippeac Correction.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sinety Two (92) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 02, 84 2022
 - b Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addeada 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 amount of PESOS Cne Million Six Hundred Fifty One Thousand Five Hundred Seven Pesos and 35/100 (P_1.651.507.35_), Philippine

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



- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Ninety Five Thousand four Hundred Fifty Two Fasos and 21/100 (P 495,452,21)

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 CON(RACTOR 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), raless otherwise inconsistent with Republic Act No. 9184, regarding the psyment 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 imperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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 bealth and safety, workmen's wolfare 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 thily 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 reactly of 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 that 15 202 day of at Antipolo City.

Cortez Sentos Construction and Supply CorpRIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: rvin Jurel Buco Cortez Proprietor/Manager/President Governor WITNESSES LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYgono, Rizai) 5.5.

Book No. 4

Series 20 22

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

Date Place Valid ID Presented Name/Entity August 5, 2028 Manile Passport No. P8239281A HON, REBECCA A. YNARES 776-254-234 Arvin Jurel Buce Cortes

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/Respirating/Repainting of Yahres Tchool Ballaings at Justice Vicente Santingo Elem. School, Brgy, Ampid 2, San Mateo, Rizal

WITNESS MY HAND AND SEAL this NAM 16 20 Pay of Capitol, Antipolo City. Doc No. Page No.

ter Auguso, Binengoban & Carabna NOTARY PUBLIC 2022

(by virtue of 3 M. 2795, Scotember 28, 2021)

at Rizal Provincial

Matter 19-508 Roll of Attorneys No. 69250 F) R No. 17552074 (January 3, 2022 / Rivar



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED.

16 March, 2022

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

Dear Engr. Mina:

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

Asphalt Overlaying at Hrgy: Guinayang, San Matea, Rical
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

PORKIRIO-P. MINA

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Cap Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	ritol,
JRD-D2 ENTERPRISES sole proprietorship/private corporation,	duly
organized and existing under the laws of the Republic of the Philippines, with principal place of busined office address at Tanay, Rizal, and herein represented by Proprietor/President/General Manager, PORFIRIO INA, of legal age, Filicitizen, single/married, resident of Tanay, Rizal, hereinafter referred to as CONTRACTOR, WITNESSETH, That,	its pino the
WHEREAS, the PROVINCE declares that certain infrastructure works should be construct pursuant of the Sangguntung Panlalawigan Ordinance No. 01, 8, 2022 namely	ed in
Asphalt Overlaying at Brgy. Guinayang, San Hateo, Rizal	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compete to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responding in a public bidding held that Penruary 15, 2022 has accepted and binds itself to under the construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specificant consideration of the amount of One Hilliam Piva Bundred Nine Thousand Six Hundred Nine Thousand Six Hundred Now, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:	nsave wtake h the on in ad acy.
1. The whole works subject matter of this Agreement shall be completed v. (60) calendar days, in accordance with the provisions of the Documents, Approved Plans, Program of Works and Specifications, General and Special Condition Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated here	ns of y the
and incorporated hotoin by way of reference, namely:	
 a. SP Ordinance No. 61, 42 2022 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate 	6.7
d. Plans and Specifications	101
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	

8

A P

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 coverages to pay the CONTRACTOR the amount of PESOS

One Hillion Five Hundred Him Thousand Six Hundred Righty Four Pesos & 21/100—
(P_1,509,684,21_), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agence by the parties, subject of this Agreement as a contract price at the time and in the meanure prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Fifty Two Thousand Mine Hundred Five Pages & 25/100 (R52,905,26)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Smuctural 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 imperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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 workenen'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 tojuries 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 suising 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 eny/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 MAR 18 2022 day of at Antipolo City.

JED-D2 ENTERPRISES Entity/Firm/Corporation

By:

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

Cinventor

WITNESSES

DE GUZMAN

VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ngone, Riza S.S.

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

Name/Entity

Valid ID Presented

Dute

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manile

PORFIRIO MINA

154-422-339

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:

Asphalty Overlaying at Brgy. Guinayang, San Mateo, Misal

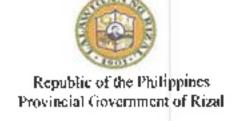
WITNESS MY HAND AND SEAL HAND 16 7027 day of Capitol, Antipolo City.

Doc No.

Page No. Book No.

Series 20 23

UNNA MARIE L SANTOS NOTARY PUBLIC lor Angono, Binangonan & Cardona all INO PARMINEBEIGZAL Extended until June 30, 2033 (by virtue of 3.44, 3795, September 28, 2021)



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 March, 2022

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

Dear Ms. Pamintuan

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

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

Construction of Drainage Canal at M. Borja St., 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

Lacknowledge receipt of this Notice on:

5.12-7.00

Authorized Signature:

Name of the Representative of the Bidder:

MARIA TERESITA F. PAMINTUAN

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

KIP CONSTRUCTION AND DEVILOPMENT CORP. , a sole propri	etorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippine and office address at Baras Missal , and	es, with principal place of business herein represented by its
Proprietor/President/General Manager, Maria Torquita F. Panin	tuan , of legal age, rilipino
citizen, single/married, resident of Baras, Rizal CONTRACTOR, WITNESSETH, That,	, hereinalter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in

Construction of Drainage Canal at A. Borja St., Brgy. Dolores, Taytay Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held lest February 15, 2022, her accepted and binds itself to undertake the conseruction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Hillion Thirty-Une Thousand Six Hundred Bight (P4.031,584,47), Philippine Currency. Four Pesos and 47/100

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

- 1. The whole works subject matter of this Agreement shall be completed within (140) calender days, in accordance with the provisions of the Bid One Hundred Forty Documents, 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 borein by way of reference, namely:

 - a. SP Ordinance No.01, a. 2022 b. 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 bidden/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 have 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 PROVENCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Thirty-One Thousand Six Hundred Eighty Four Peace & 47 (P 4,031,684,47 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Two flundred Nine Thousands ive (P 1 209 505 34 Hundred Five Pesos & 34/100

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

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

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

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

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

TERESTA F. PAKINTUAN

By:

REBECCA A. YNARES
Governor

WITNESSES

LOLITA B. DE GUZMAN

MA, VICTORIA B, TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PAULIPPINES)
ANTIPOLO CITYNGGOU, RIZES S.S.

Proprietor/Manager/President

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.

MARIA TERESITA P. PANINTUAN

213-504-783

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

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

Construction of Drainage Canal at H. Borja St., Brgy. Belores, Taytay, Rizal

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

Doc No. 170 Page No. 35

Book No.___ Series 20_<u>22</u> ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC for Angono, Binangonan & Cardona

for Angeno, Binangonan & Cardona all in the PROVINCE OF BIZAL Extended until June 30, 2022

(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-006 Roll of Attorneys No. 69250

PTR No. 17132074 / January 3, 2022 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloe Manila

Dear Mr. Cacho:

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

ANROL CONSTRUCTION—that work may proceed on the

Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Sta. Ana, Tayloy, 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 limplementing 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:

3.17.702

lel be led

02/16/2022 # 31

KNOW ALL MEN BY THESE PRESENTS:

i. Addenda and Supplemental Bulletin

this Agreement in conformity with the province of the Contract;

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the grount of PESOS One Million Mine Hundred Seventy-Two Thousand Six Hundred Forty-Four Peace and 17/100 (P1, 972, 644, 17), Philippine

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

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

	This AGREEMENT made and entered into by and between:
Circu	The PROVENCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, derential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by VERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	HROL CONSTRUCTION , a sole proprietorship/private corporation, duly
organi and Propri citizer	red and existing under the laws of the Republic of the Philippines, with principal place of business office address at Paris, City, and herein represented by its stor/President/General Manager, Clarence Cacho, of legal age, Filipino, single/married, resident of Paris, City, hereinafter referred to as the RACTOR, WITNESSETH, That,
CON	RACION WITHESSEIN, 183,
porso	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in the Sanggunuang Panlalawigan Ordinance No. 63, 8, 2022namely:
	Repair/Repainting of Eneres Hulti-Purpose Covered Court at Brgy. Sta Ann., Taytay, Rical
Bid at the constitution	ertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive a public bidding held last February 16, 2022 has accepted and binds itself to undertake astruction and completion of the above said infrastructure works strictly in accordance with the ing standards set forth in the bid documents, approved plans, program of works and specification in terration of the amount of One Million Rine Bundred Seventy Two Photogram 6122 and 17/100 (P 1.972.644.17), Philippine Currency.
beret	NOW, THEREFORE, for and in consideration of the foregoing promises, the pasties bereto agree as follows:
Doct.	1. The whole works subject matter of this Agreement shall be completed within the provisions of the Bid puzzes, Approved Plans, Program of Works and Specifications, General and Special Conditions of act, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the
2016	Revised implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith corporated herein by way of reference, namely:
1	
1	a. SP Ordinanco No. 01, a. 2022
Ų	b. Certificate of Availability of Funds
1	c. Scope/Program of Work and Detailed Estimate
20	d. Plans and Specifications
, -	e. Construction Schedule
21	f. Request for Expression of interest
41	g. Bidding Documents actuding all the documents/statements contained is the winning
S	bidder/s two (2) bidding envelopes h. Bid Security
	II DRII (SCARIII)

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

- 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 bisurance 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 researd or terminate the contract, without prejudice to other courses. of action and remedies available under the ctroumstances."

- 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;
- In this words and expressions shall have the same meanings as respectively assigned to them. in the conditions of the contract hereinafter referred to;
- CONTRACTOR undertakes to pay taxes in full and on time, faither 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 1 to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 15 227 day of at Antipolo City.

MINTE CONSTRUCTION Entity/Firm/Corporation RIZAL PROVINCIAL GOVERNMENT

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor 🕮

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIFYORO, 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

CLA ENCE CACHO

191-592-125

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

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

Repair/Repainting of Thores Hulti-Purpose Covered Court at Brgy. Sta Ame. Taytay, Rical

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

at Rizal Provincial

Doc No. Page No. Book No. Series 20 🔼

ANNA MARIE L. SANTOS NOTARY PUBLIC o, Binangonan & Cardona NOTARY PUBLIC RIZAL Extended until June 30, 2022

(by virtue of B.M. 3795, September 28, 2021) Adm. Matter 19-005

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



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 March, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Concreting (partien) of Ka Maning Road, Brgg. Tandang Kutyu, 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:

Authorized Signature:

Name of the Representative of the Bidder:

8.17.2022

CLARENCE C. CACHO

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

ANGOL CONSTRUCTION	, a sole proprie	tership/priva	ue corporati	on, duly
organized and existing under the laws of the			pal place of epresented	
Propriétor/President/General Manager,	Clarence Casho		legal age,	
citizen, single/married, resident of	neige City	hereinafter	referred to	ga the
CONTRACTOR, WITNESSETH, That,				E-1

Conserving (portion) of Ka Haming Road, Brgy. Tundang Kutyo, Tanay, Risal

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

1. The whole works subject matter of this Agreement shall be completed within one Hundred Treaty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 02, a. 2022
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESGS Four Hillion Four Hundred Seventy Thousand Five Hundred Hinety-Six Pesce and 31/100

 (P 4.070.596.34 __), Philippine Currency, in consideration of the construction and only upon completion of the unrastructure 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



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to zery official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hillion Three Hundred Forty-One Thousand One Hundred Seventy-Eight Pesos and 90/100 (P 1,341,178.90)

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

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

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

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

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

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

8

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anyiall 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 restination 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 16 2022 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City. ANNOL CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By. REBECCA A. YNARES Proprietor/Manager/President Governor 🧖 WITNESSES ORIA B. TEJADA **E GUZMAN** NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITANGONO, R BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Date Name/Entity HON RESECCA A YNARES Passport No. P8239281A August 5, 2028 Manile CEARENCE GACHO 151-542-125 All known to me and to me known to be the same person/s who executed the foregoing instrument and

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

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 (portion) of Ka Maning Road, Brgy, Tandang Kutyo, Tanay,

114.000		
WITNESS MY HAND AND SEAL this	MAR 16 2002	at Rizal Provincial
Capitol, Antipolo City.		ATTY ANNA MARIE L SANTOS
Doc No. 154		NOTARY PUBLIC
Page No. 32		for Angono, Binangonan & Cardona
Book No. 4		all NOTARY PUBLIC RIZAL Extended until June 30, 2022
\$eries 20_22		(by virtue of B.M. 3795, September 25, 2021)
		PTR No. 17132074 / January 3, 2022 / Rizal IBP Lifetime Member No. 016632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

MR, CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manifa

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Camp Mateo Capinpin, Hrgy. Sampatoc, Tanay, Rizat effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.17.2122

02/16/2022 # 33

33

KNOW ALL MEN BY THESE PRESENTS:

7	A CONTRACTOR OF THE CONTRACTOR
	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
	ANNUE CONSTRUCTION , a sole proprietorship/private corporation, duly
	organized and existing under the laws of the Republic of the Philippines, with principal place of business
	and office address at Pauls City , and herein represented by its
	Proprietor/President/General Manager, Clarence Cacho , of legal age, Filipino
	citizen, single/married, resident of Pacific City , hereinafter referred to as the
	CONTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
	pursuant of the Sangguntung Panlakawigan Ordinance Ho. 02, a. 2022 namely:
	Regain/ Repainting of Ynares Multi-Puryose Covered Court at Camp Mateo
	Comingin, Brgy. Sampaloo, Tanay, Rizal
	WHEREAS, the CONTRACTOR, warranting that 11 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 pabruary 16, 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 Right Bindred Fifty-Eight Thousand
	Three Handred Sixteen Peace and 45/100 (P5.858, 316.46), 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 Bundred Eight (108) 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. 02, se 2022
I	SI CIUIIBRO IVO. MES ES EMER
-1	
J	Certificate of Availability of Funds
1	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
1	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
1	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
1	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
1	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
1	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
1	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 b. Bid Security
1	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

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

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

3. The PROVINCE hereby covenants to pay the CONFRACTOR the unount of PESOS Three Million Eight Hundred Fifty-Eight Thousand Three Hundred Sisteen Peeces

Chrency. 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,

this Agreement in conformity with the province of the Contract;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hillion One Hundred Fifty-Seven Thousand Four Hundred Ninety-Four Peace and \$4/100 (P 1, 157, 494.94)

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-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.

at Antipolo City. RIZAL PROVINCIAL GOVERNMENT MEDL CONSTRUCTION Entity/Firm/Corporation By: By: REBECCA A. YNARES Governor 🗖 Proprietor/Manager/President WITNESSES VICTORÍA B. TEJADA DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following

Name/Emity Valid ID Presented Date Place

HON, REBECCA A. YNARES

GLARENCE GAGED 151-542+125

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

Passport No. P8239281A

August 5, 2028

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

Manila

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 Inares Nulti-Purpose Covered Court at Camp Hates Caminain, Bray, Sampales, Tonay, Rival

Capinpin, Brgy, Saspalos, Tonay, Risel	
WITNESS MY HAND AND SEAL this MAR 15 2022 of Capitol, Antipolo City.	at Rizal-Provincial
Doe No. Ko	ATTY, ANNA MARIE L SANTOS
Page No. 23 Book No. 4 Series 20 2	all New Province Province State Province Control of Con
	(h, -inue of B.M. 3795, September 28, 2021



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

16 March, 2022

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

Dear Mr.

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONSTRUCTION—that work may proceed on the Construction of Stone Masonry for Slope Protection (portion) at Laihan National High School, Brgy. Laiban, Tanay, Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

EDWIN G. FRANCISCO

02/16/2022 # 34

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
	25 Interprises and Construction , a sole proprietorship/private corporation, duly
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Teress Fizal and herein represented by its Proprieton/President/General Manager, dwin Francisco of legal age. Filipino citizen, single/married, resident of Teress Fizal hereinafter referred to as the
	CONTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntung Panlatavigan Ordinance No
	I io m Wish school, Brey, Isions, Landy, Mizal
	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 16, 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works griedly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the saillien lighty even thousand live hundred lifty four reasons and 66/100 (P 1,007, 204,60), Philippine Cancers.
	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 12ty (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. 00, 3, 2022 b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Plans and Specifications e. Construction Schedule
7	f. Request for Expression of laterest
1	g. Bidding Documents including all the documents/statements contained is the winning
	bidder/s two (2) bidding envelopes h. Bid Security
	i. Addenda and Supplemental Bulletin
	j. Notice of Award of Contract and the Contractor's Conformity thereto

B

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:

 The PROVINCE hereby covenants to pay 	the CONTRACTOR the amount of PESOS
the Million Bighty Seven Thousand live Hun	
	(P 1,057,554,66), Philippin
Currency, in consideration of the construction and only	
unless otherwise sareed by the parties, subject of this Agr	eement as a contract price at the time and ut the
manner prescribed by the Contract and specified in the Bio	d 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;

34

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 Six Thousand Two Hundred Sixty Six Tenan and 40/100 (P 326, 266, 40)

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 Omeral 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 ununnt 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 bereinsfler referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will extitle 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.

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 WIJNESS WHEREOF, the parties have hereupto signed this Agreement this 15 200 day of at Antipolo City.

By:

By:

By:

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNARES

Proprietor/Manager/President

WITNESSES

LOLITA B. DE GOZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CRIMONO, 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 RESECCA A. YNARES Pessport No. P8239281A August 5, 2028 Manila

Envin 5. Francisco 173-107-106

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

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

Construction of Stone Remonry : Hope Polyetion (portion) at Laiban Rational High School, Brgy, Laiban Tanay, Rizal

WITNESS MY HAND AND SEAL thus MAR 16 20 day of ______ Capitol, Antipolo City.

Page No. 37
Book No. 4
Series 20 22

ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC

for Angono, Bissassey PUBLIC all in the PROVINCE OF RIZAL Extended LntTuane 30, 2022

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

Roll of Atlante, s An 89250



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

16 March, 2022

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

Dear Mr. Suelila:

The attached Contract Agreement having been approved, notice is hereby given to
A. SUELILA CONSTRUCTION—that work may proceed on the
Improvement of 2-Storey Ynares Multi-Purpose Building (Brgy. Hall)

at Brgy. Calumpang- Sto. Cristo, Teresa, Hizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. VNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

02/16/2022 # 35

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and emered 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

and office address	a sole proprietorship/private corporation, duly er the laws of the Republic of the Philippines, with principal place of business t Morong Risel , and berein represented by it
Proprietor/President/Gene	al Manager, ALEX SUELTLA , of legal age, Filipine
	esident of Merong Rizal , hereinafter referred to as the
CONTRACTOR, WITH	SSETH, That,
nations as as	november dealers that are in the footness and a should be constructed it
pursuant of the Sanggari	ROVINCE declares that certain infrastructure works should be constructed it in a Partial and Ordinance No
	2 Storey Ynares Hulti-Purpose Building (Brgy Hall) at g-Sto. Cristo, Teresa, Risal
WHEREAS, the	CONTRACTOR, warranting that it has the financial and, technical competence
Bid in a public bidding I the construction and con following standards set f	d infrastructure works, has been declared as the Lowest Calculated Responsiveld last February 16, 2022, has accepted and binds itself to undertake pletion of the above said infrastructure works strictly in accordance with the fin in the bid documents, approved plans, program of works and specification is point of One Hillion Six Hundred Sixty Six Phoneand One Hundred
Bid in a public bidding I the construction and con following standards set f	ald last February 16, 2022, has accepted and binds itself to undertake pletion of the above said infrastructure works strictly in accordance with the
Bid in a public bidding I the construction and con following standards set f consideration of the an Twenty Seven Pesses	ald last February 16, 2022, has accepted and binds itself to undertake pletion of the above said infrastructure works strictly in accordance with the bid documents, approved plans, program of works and specification is

- a. SP Ordinance No. 91, s. 2022
- Contificate 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 paymen to be made by the PROVINCE to the CONTRACTOR, the later hereby covenients with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS One Million Six Hundred Sixty Six Thomsand One Hundred Eventy Seven Pesos (P_1,666,127.31_), 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;



6

- 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 pour Hundred Ninety Nine Thousand Edght Hundred Thirty Light Peace 4 19/100 (P.)

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

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

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

Λ

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 35 to rescrit 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 givil 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 18 1977 of 2d Antipolo City.

A. SUELILA CONSTRUCTION

Entity/Firm/Corporation

ALEX SUELTLA

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES Governor

WITNESSES

MA, VICTORIA B, TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYGORO, 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

Mapila

ALEX SUELILA

922-832-249

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:

Improvement of 2 Storey Ymares Multi-Purpose Building (Brgy Hall) at Brgy. Calumpang-Stp. Cristo, Teresa, Rizal

WITNESS MY HAND AND SHAL this MAR 16 2027 Capitol, Antipolo City.

ANNA MARIE L. SANTOS NOTARY PUBLIC

(A.C.) Adaption in

for Angono, Sinangonan & Cardona all in NOTAR MITE BLAZAL

Extended ontil June 30, 2022 (by virtue of 3 M. 3795, September 28, 2021) Adm. Matter 19-006

Roll of Attorneys No. 69253 PTR No. 17 (32074 / January 3, 2022 / Rizs)

Doc No. Page No. Book No.

Series 20 72,