

OFFICE OF THE COVERNOR

NOTICE TO PROCEED

18 July, 2023

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION & SUPPLIES that work may proceed on the Repair / Repainting of Ynures Multi-Purpose Covered Court at Evergreen Executive Village, Brgy, San Roque, Antipolo, City effective July 24, 2023 (Monday).

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

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

Very truly yours

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: EDWIN B. RIVERA

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

Yakeler Construction & Supplies , a	sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the	e Philippines, with principal place of business
and office address at Moreng Rivel	, and herein represented by its
Proprietor/President/General Manager, Edwin 3. Res	of legal age, Filipino
citizen, single/married, resident of Korong, Rizal	, hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggariang Panlalawigan Ordinance No. 10, 8. 2023 namely:

Aspels/Aspainting to Therew Askliparpooe Covered Court at Evergreen Executive Village, Bray, San Roque, 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 <u>June 5, 2023</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Cae Million Six Hundred Nirety Seven Thomas Cae</u>

in adved Twelve Person and 31/100 (P 1.697, 112-81), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 10. 8. 2025
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addends and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 One Million Six II indeed Ninety Seven Thousand One Hundred Test Prens and \$1/100

 (P_ 1.697.112.81).

 Philippine Covenant in consideration of the construction and only upon completion of the infrastructure

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Bine Themself One Hundred Thirty Three Pesos and 84/100 (P 509,133,84)

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

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

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

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

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

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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, the appropriate court of the City of Antipolo, with the exclusion of any other courts.	shall belong to
IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City.	1 8 7073 day of
Taketer RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation	NMENT
Ву: Ву:	
Proprietor/Manager/President NINA RICCI A VIAR Governor	UES
WITNESSES	
LOLITA BADE GUZMAN MA. VICTORIA B. TI	EJADA
NOTARIAL ACKNOWLEDGMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO (MIGONO, Rizal) S.S.	
BEFORE ME, a Notary Public for and in Amharlo Chigafersonally appeared the f	following
Name/Entity Valid ID Presented Date	Place
HON, NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031	Manila
	
All known to me and to me known to be the same person/s who executed the foreg and acknowledgment that the same is their free voluntary act and deed as well as the respectively present.	coing instrument entity that they
This instrument, consisting of three (3) pages including this page wherein this ack written and has been signed by the parties hereto in each and every page hereof, refers to the A	mowledgment is agreement for:
Repair/R pointing of Ymares Hultipurpose Covered Court at Eve Executive Village, Bray, Sen Reque, Antipolo City	orgroom
WITNESS MY HAND AND SEAL this UL 18 202 ay of at This is	Per vincial
Capitol, Antipolo City. Doc No. 33 ATTY. ANNA MARIE L.	SANTOS

Page No., Book No.,

Series 20 23.

NOTARY PUBLIC for Angono, Binangonan & Cardona all in the PROVINCE OF REAL.

Velid until December 31, 2023

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



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

MR. EDGARDO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the
Provision of Biomed Room at Rizal Provincial Hospital System
(RPHS) Angono, Brgy. San Isidro, Angono, Rizal
effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICCIA, YNARES

I acknowledge receipt of this Notice on:

7.20.23

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

	sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the	ne Philippines, with principal place of business
and office address at Binarycon Rival	and herein represented by its
Proprietor/President/General Manager, Edgardo Ubias	
citizen, single/married, resident of Binongonan, Ris	
CONTRACTOR. WITNESSETH, That,	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10 s. 2023 _______namely:

Provision of Biomed Room at Rical Provincial Mospital System (REMS) Angono, Bray, Spn Isldro, Angono, Rical

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 June 5, 2023, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Eight Hundred Thirty Thousand Five Hundred Twelve Leson and 47/100 (P 830,512,47), 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 Fifty (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 40. 6. 2023
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - a. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h, Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Sight Sundred Thirty Thomsond Five Hundred Twelve Pesos and 47/900

 (P 6%0,512,47).

 Philippine Currency, in consideration of the construction and only upon completion of the infrastructure

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract,
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Forty Nine Thousand One Hundred Fifty Three Fesos and 74/100 (P249,153.74)

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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 only stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 2/ to resort to other alternative modes of disputes resolution.

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

Jurisdiction over civil cases or the appropriate court of the City of Ant			, and delong to
IN WITNESS WHEREOF, the	e parties have hereunto signe ipolo City.	d this Agreement tids	L 18 2073day of
Kit Ubiasium arras Provinces 100 X Entity/Firm/Corporation	RIZAL PI	ROVINCIAL GOVER	NMENT
By: M	By:	01	
Proprietor/Manager/President	N	INA RICCLA, YNAJ Geografice 4	RES
/	WITNESSES	•	
LOLITA B. DE GUZMAN	N	IA. VICTORIA B. T	EJADA
NOTA	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLOACUPAO, PILES) S.S.		,	
BEFORE ME, a Notary Public	for and Angaspos Esty, pe	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
Edgarde Ubledas	968-440-689		
All known to me and to me known and acknowledgment that the same is respectively present.	own to be the same person/s their free voluntary act and	who executed the fore i deed as well as the	going instrument entity that they
This instrument, consisting of t written and has been signed by the partie	three (3) pages including this is hereto in each and every page	s page wherein this act ge hereof, refers to the A	knowledgment is Agreement for:
Province of Stemed Bo Brgy, San Leidro, Angone, R	1 3 64	l Rospital System	(RPHS) i.ngono _s
WITNESS MY HAND AND SE	JUL 7 6 7073 BAL thisday of		Pro vincia i
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Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizel MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION COPORATION that work may proceed on the Improvement of Vnares Multi-Purpose Covered Court & Stage at Guronasyon Foundation Inc. National High School, Brgv. Bilibiran, Binangonan, Rizal, effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICCYA, YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

7.20-03

NTP 06-05-2023#3

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NEVA RICCIA. YNARES, herein referred to as the PROVINCE; and
Fleg Genete Gerye , a sole proprietorship/private corporation, duly
Flag Genete Gerye , 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 Electronics street, and herein represented by its
Proprietor/President/General Manager, Functional Strade , of legal age, Filipino citizen, single/married, resident of Firencement Files , 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. WSE Rev. 1, 6. 2023 namely:
Improvement of Images Anitiparpees Covered Court & Stage at Garganayen Foundation Ins. N tional High School, Brgy. Bilibiran, Binangemen, 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 hidding held last Arms 5, 2023 has accepted and binds itself to undertake
the construction and completion of the above said intrastructure 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 <u>#5.s Hundred Sixty Thomsend Two Bundred Minsty Seven</u> Pesos and 64/100 (P 6:0,297,64), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid
Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. RPSB Rose 1, Be 2023 b. Certificate of Availability of Funds

- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f 'Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- Notice of Award of Contract and the Contractor's Conformity thereto

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

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

Six Hundred Sixty Thousand Two Hundred Ninety Seven Pesos and \$4/100

(P 660, 207.64),

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS one Handred Ninety Fight Thousand Sighty Nine Pesos and 29/100 (P195,089,29)

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

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 3 to resort to other alternative modes of disputes resolution.

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

and the implementation of this Agreement, shall belong to

the appropriate court of the City of Ant	ipolo, with the exclusion of	any other courts.	
IN WITNESS WHEREOF, the	parties have hereunto sign ipolo City.	ed this Agreement this	day of
Fleg Construction Corp. Entity/Firm/Corporation	RIZAL P	ROVINCIAL GOVER	NMENT
By: Esmando Arada	Ву:	IINA RICCI Z YNAI	ets
Proprietor/Manager/President	r	Governor (,
ls	WITNESSES		
LOLITA B' DE GERMAN	1	MA. VICTORIA B. T	EJADA
/ NOTA	ARIAL ACKNOWLEDGE	MENT	-
REPUBLIC OF THE PHILIPPINES) ANTIPOLO A			
BEFORE ME, a Notary Public	for and in Antingla Citain	ersonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
Farmendo	mp-887-975		
All known to me and to me known and acknowledgment that the same is respectively present. This instrument, consisting of written and has been signed by the parties	their free voluntary act at three (3) pages including th	id deed as well as the is page wherein this ac	entity that they knowledgment is
Improvement of Whatne : Foundation last National Ri	sh Sebeol Bray Bill	RECORD RESEMPTIONS	* MEGGET
WITNESS MY HAND AND SI Capitol, Antipolo City.	BAL #8 1 8 2023 day of _	Angon	
Doc No 96		ATTY ANNA MARIE	SANTOS
Page No. 2 Book No. 2		for Angeng Pipangona all in the PROVINCE	n & Cardona
Series 20 <u>23.</u>		Valid uptil Decembe	r 31, 2023
		Adm. Maller 2	2-002

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



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

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 Concreting of Road with Drainage Canal at N. Ang St., Brgy, Mahabang Parang, Binangonan, Rizal effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICCIA, YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

MICHAEL A. VILLARIÑA

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

THIS ACTREE MENT HARDS AND SERVED HIS DY MIND CHARGE.
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RECCI A. YNARES, herein referred to as the PROVINCE; and
Hele-Jame Jonetruetian , 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 Birangonan, Pizal , and herein represented by its Proprietor/President/General Manager, Michael Villarina , of legal age, Filipino citizen, single/married, resident of Birangonan, Rizal , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, s. 2023 namely:
Constitut of Reed with Drainege Canal at N. Ang St., Brgy. Makebong Pareng, Binengonan, 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
Handred Forty Two Pesos and 52/100 (P 1.132.142.52), 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 194 shall be completed within 194 shall be completed within 195 pocuments, 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. 10 • 10 • 2023 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 cavelopes
h. Bid Security i. Addenda and Supplemental Bulletin
j. Notice of Award of Contract and the Contractor's Conformity thereto
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million One Hundred Thirty Two Thousand One Hundred Forty Two Pesos and 52/400 (P 1.132.142.52).

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;

of 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;

the

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Bundred Thirty Nine Thousand Six Bundred Forty Two Pesos and 56/100

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 19 207 day of at Antipolo City. armetrugtias RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Bv: Idental's Proprietor/Manager/President WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Antipologic Pizzar sonally appeared the following

Date Place Name/Entity Valid ID Presented HON, NINA RICCI A, YNARES September 24, 2031 Pasaport No. P7689056B 221-027-734 Michael Villarine

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:

Pareng

MCLE Compliance No. VII-0023742

Manag	gonan, Risel	oge Canal of We are fitted being being Belling	6
	WITNESS MY HAND AND SEAL this	UL 18 2023 day of	al
Doc No Page No	o. 43	ATT ANNA MARIE L. SANTOS NOTARY PUBLIC for Angono, Binangogan & Cardona all in the PROVINCE OF REMAC.	
Book N Series 2		Valid until December 31, 2023 Adm. Maller 22-002	
		PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 59250 IRP Litations Mamber No.016632 / Rizal	



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

MR. EDGARDO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBLADAS CONSTRUCTION CORP. that work may proceed on the
Repair / Repainting of Ynares School Buildings (phase 2)
at Janosa Elem. School, Brgy. Janosa, Binangonan, Rigal

effective July 24, 2023 (Monday).

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

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

Very truly your

NINA RICCIA. YNARES

Governor

I acknowledge receipt of this Notice on:

7.20.03

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

•
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
Rit Ubiadas Construction Corp. , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at Binangenon, Rival , and herein represented by its
Proprietor/President/General Manager, Proprietor/General Manager, Proprietor/Gen
Proprietor/President/General Manager, Filipino of legal age, Filipino citizen, single/married, resident of Binsangonen, Risal hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
purposet of the Sengamiana Penislawican Ordinance No. RCSB Res. 1. 0. 2023 namely:
pursuant of the Sangguniang Panlalawigan Ordinance No. RSB Res. 1. a. 2023 namely:
Repair/Repainting of Ynares School Building (phase 2) at Janosa Slem. School, Rosy, Janose, Einanganan, Rival
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive

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

the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of _Two Million Three Hundred Thirty Six Thousand Nineteen

_ has accepted and binds itself to undertake

(P 2.536.019.59), Philippine Currency.

- 1. The whole works subject matter of this Agreement shall be completed within Seventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. REEB Res. 1, s. 2025
 - b. Certificate of Availability of Funds

Bid in a public bidding held last June 5, 2023

- 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

Pesca and 69/100

- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Two Million Three identical Thirty Six Thousand Nineteen Pesos and 62/466

 (P 2,336,019.69

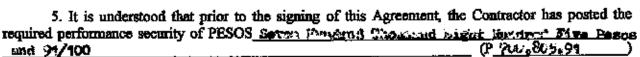
). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon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

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



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

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

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

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

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





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

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

benefit derived from the act or acts in q	prestion or both at the discret	ion of the Courts.	•
Jurisdiction over civil cases or the appropriate court of the City of Aus	suit out of the implementation of a	ion of this Agreement, any other courts.	shall belong to JUL 18 2023
IN WITNESS WHEREOF, the	e parties have hereunto signe tipolo City.	d this Agreement this	day of
Kit Ubiedes Construction Cor Entity/Firm/Corporation	<u>P•</u> RIZAL PI	ROVINCIAL GOVER	NMENT
Ву:	By:	_	
La via	-4.	0/	
Edgerde Ubindes	· N	INA RICETAL YNAI	RES
Proprietor/Manager/President		Governor (
· · · · /	WITNESSES		
<i>#</i>		0/	
		IA. VICTORIAIS. TI	ejada
LOLITA B. DE GUZMAN	Л	IA. VICTORANA I	E WALLEY TO THE STATE OF THE ST
/			
/ NOT	ARIAL ACKNOWLEDGN	TENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO (130ho, Rizal) S.S.	Company of the character of the characte		following
BEFORE ME, a Notary Public		_	Place
Name/Entity	Valid ID Presented	Date	·
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
Edgerdo Viásios	nonacinative	<u> </u>	
All known to me and to me kn and acknowledgment that the same is respectively present.	nown to be the same person/s their free voluntary act an	who executed the fore d deed as well as the	going instrument entity that they
This instrument, consisting of written and has been signed by the parti-	three (3) pages including this as hereto in each and every pa	s page wherein this ac ge hereof, refers to the	knowledgment is Agreement for:
Repair/Repainting of I School, Strange Janean, Birang	nares School Lastaling	at Ja (2 نسينون ب	nosa Elem.
WITNESS MY HAND AND S		, aAR1920	Province 1
Capitol, Antipolo City.	<u> </u>		
<u>-</u>		ATTY, ANNA MARIEL NOTARY PUBL	, SANTOS
Doc No. 2 Page No. 2 Book No. 2		for Anguno, Binangonan	& Cardona
Book No. 2		call in the PROPERTY IN COLUMN	ALIEKAL
Series 20 <u>73</u> .		Valid until December 3 Adm. Matter 22-	002
	P'	TR No. 18929923/ January	y 3, 2023 / Rizal

Roll of Attorneys No. 69250 IEP Uletime Mamber No.016632 / Rizel MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

MS. MARIA VICTORIA S. ROXAS MARROX TRADING & CONSTRUCTION . Binangonan, Rizal

Dear Ms. Roxas:

The attached Contract Agreement having been approved, notice is hereby given to MARROX TRADING & CONSTRUCTION that work may proceed on the Repair / Repainting of Ynures School Bldg. at Sitio Mata Elem. School, Brgy. Palangoy, Binangonan, Rizal.

effective July 24, 2023 (Monday).

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

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

Very truly yours

NINA RICCLA, YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

MARIA VICTORIA S. ROXAS

CONTRACT AGREEMENT 6

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
Name Trading & Constitution , 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 Managers, Rivel , and herein represented by its Proprietor/President/General Manager, Ka. Victoria Manager , of legal age, Filipino citizen, single/married, resident of Managers,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSS Res. 1, 8, 2025 namely:
Repair/Repainting of Traver School Bidgs at Bitis Nata Riem. Achtel. Brogs. Palanger, Binangers, Rival
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
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 Bundard Factor (1990) 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. EPSB Bace 1. 4. 2025 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule
f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin
j. Notice of Award of Contract and the Contractor's Conformity thereto
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Cae Rillion fever Bundred Seventy Thomsand Two English Seven Peros and 66/100 (P 1,770,207,06),
Philippine Currency, in consideration of the construction and only upon completion of the infrastructure
- works imbare atherwise arread by the nectice, enhight of this Agreement as a contract asize at the time and

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.

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

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

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

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

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July 3

referred thereto: The process of arbifration 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. RIZAL PROVINCIAL GOVERNMENT ding & Cometmustion Entity/Firm/Corporation By: Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY GOTIO, RIZZI) S.S. BEFORE ME, a Notary Public for and in Antipolo (Cityzpersonally appeared the following Place Date Valid ID Presented Name/Entity . Passport No. P7689056B Manila September 24, 2031 HON, NINA RICCI A. YNARES 277-191-911 Mas Yistoria Rome All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/Repainting of Theres School Bldg. at Sitis Hain Elon. School. Bray, Palanger, Bineagonan, Rival Proper Provinces WITNESS MY HAND AND SEAL (HELL 1 & 2023 day of Capitol, Antipolo City. ATTY, ANNA MARIE L NOTARY PUBLIC Doc No. 10] for Angono, Binangenan & Cardona ell in the REQUINCE SEPTEAL Valid until December 31, 2023

Adm. Maller 22-002 PTR No. 18929823/ January 3, 2023 / Rizal Ros of Atlomays No. 59250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742

Book No. ? Series 20 23.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

MR. EDGARDO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. . Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the
Repair / Repainting of Ynares School Buildings at Don Jose
Ynares Sr. Mem. Elem. School, Brgy. San Carlos, Binangonan, Rizat
effective July 24, 2023 (Monday).

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

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

Very truly yours

NINA RICCI (, YNARE Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

7,20.23

EDGARDO M. UBIADAS

CONTRACT AGREEMENT -

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

eganized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Einsugenen, [122], and herein represented by its Proprietor/President/General Manager, [122], of legal age, Filipino citizen, single/married, resident of Minengolum, Pisal hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

Repair/Repainting of Ineres School Bldgs. of Den Jees Ineres Spe Ness Siese School, Ergy. San Carlos, Minangemen, Minal

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 fine 5, 2023 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Feer Million Manely Seven Thomasad Fight Pason and 62/100 (P 1,037,008.66), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Eighty (20) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 10, ... 2023
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Four Million Ninety forum Thomsend Eight Peace and 69/106

 (P 4.057.008.69),

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One *1111.00 Two Hundred Twenty Nine Thousand One *1111.00 Two Hundred T
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

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Jurisdiction over civil cases of the appropriate court of the City of An IN WITNESS WHEREOF, the	tipolo, with the exclusion of	any other courts.	JUL 1 8 2023
	itipolo City.	d die Agreemen ma	
Kit Ublades Construction Cor Entity/Firm/Corporation	RIZAL PI	ROVINCIAL GOVER	NMENT
By: , W	Ву:	2/	•
dgarde Vaiedas	N	INA RICCI A YNAI	RES
Proprietor/Manager/President		Governor 4 8	
,	WITNESSES		
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LOLITA B. DE GUZMAN		IA. VICTORIA K	RJADA
LOEIVA B. DE GUZNIAN	27		
/ NOT	ARIAL ACKNOWLEDGN	IENT ,	
REPUBLIC OF THE PHALIPPINES) ANTIPOLA GUPP. RIZZA) S.S.			
BEFORE ME, a Notary Publi	c for and in Angiptile टीपुर्न	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A, YNARES	Passport No. P7689056B	September 24, 2031	Manila
Sdeardo Ubiades	008-410-689		
All known to me and to me ke and ecknowledgment that the same is respectively present.	nown to be the same person/s s their free voluntary act an	who executed the fore i deed as well as the	going instrument entity that they
This instrument, consisting of written and has been signed by the parti	three (3) pages including this es hereto in each and every page	s page wherein this act go hereof, refers to the A	knowledgment is Agreement for:
Mem, blem, School, Brgy, Da	Yneros salinal formation on Corlos, Binery of by	2.44	
WITNESS MY HAND AND S Capitol, Antipolo City.	BAL thisday of		Powicali
- 4	AT	TY. ANNA MARIE L.S	ANTOS
Doc No. 28		NOTARY PUBLIC	
Page No. 19 Book No. 2	fe	or Angono, Binangonan & C all in the PROVANCE OF	aroona Mari
Series 20 <u>23</u> .		Valid until December 31.	2023
04145 20 <u>60</u> .		Adm Matter 22.007	

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



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

MS. MARIA CECILIA L. ALONZO CONSTRUKT BUILD & TRADE CO. Bataan

Dear Ms. Alonzo:

The attached Contract Agreement having been approved, notice is hereby given to CONSTRUKT BUILD & TRADE CO. that work may proceed on the Construction of Ynares Multi-Purpose Covered Court at Baras Elem. School, Brgy. Concepcion, Baras, Rizal

effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICOLA, YNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

MARCIA CECILIA L. ALONZO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

Construit Build and Trade Co., 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 Sto. Cristo Herman, Batann and herein represented by its Proprietor/President/General Manager, Naria Cocilia L. Aleman, of legal age, Filipino citizen, single/married, resident of Sto. Cristo Herman, Batanne of legal age, Filipino citizen, single/married, resident of Sto. Cristo Herman, Batanne of Sto. Cristo Herman,

Construction of Yeares Multipurpose Covered Court at Burns Elen. School: Ergy: Conception: Burns, 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 the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. 1. s. 2023
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

The PROVINCE hereby covenants to pay the Co	ONTRACTOR the amount of PESOS
Mix Million Seven Randred Two Thousand One Bund	red Thirty Four Peace and
13/100	(P 6,702,134,13)
Philippine Currency, in consideration of the construction and onl	ly unon 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;

osted the

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Million Ten Thomsand Six Hundred Forty

Penos and 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 prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

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

Separatel Build and Trade Co.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

M rie Coults L. Aleman Promictor/Manager/President By:

NINA RICCI A. YNARES

WITNESSES

lolita b/de Guzman

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A, YNARES

Passport No. P7689056B

September 24, 2031 M

Manila

Names Contiles L. Alonzo

010-773-591

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 Insres Heltiperpose Covered Court at Haras Elema Schools Engra Consequion, Bares, Minal

WITNESS MY HAND AND SEAL this UL 18 2023 day of _Capitol, Antipolo City.

_ at Kizal Provikati

Doc No. <u>94</u>
Page No. <u>20</u>
Book No. <u>7</u>
Series 20 23.

ATTY, ANNA MARIE L. SANTOS
NOTARY PUBLIC

for Angono, Ripaporosa & Cardona eil in the PROVINCE OF RIZAL Valid until December 31, 2023 Adra, Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal

Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizet MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

MR. VIVENCIO C. BERNARDO V. BERNARDO CONST. & TRADING Morong, Rizal

Dear Mr. Bernardo:

The attached Contract Agreement having been approved, notice is hereby given to
V. BERNARDO CONST. & TRADING — that work may proceed on the
Construction of Ynares Stage at Baras National High School, Brgy. San Juan, Baras, Rizal
effective July 24, 2023 (Monday).

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

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

Very truly yours

NINA RICCIA Governor

I acknowledge receipt of this Notice on:

7.20.23

Authorized Signature:

Name of the Representative of the Bidder

VIVENCIO C. BERNARDO

CONTRACT AGREEMENT 9

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

V. Bernarde Construction and Trading sole propr	ictorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippin	es, with principal place of business
and office address at Marcant Meal , and	I herein represented by its
Proprietor/President/General Manager, Vivencia C. Bernardo	, of legal age, Filipino
citizen, single/married, resident of Marcag, Rinal	, hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,	•

Construction of Ingres Stage at Seres Matienal Righ School, Magys Sen Juan, Bares, 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 **Seventy Two**(72) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 2023
 - 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 exvelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Hillian Five Hundred Sixty Fight Theorems Three Sundred Thirty Seven Public and 19/400 (P 1,568,537,19),

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





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 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 Handred Seventy Thomsand Five Handred Contractor and 16/100 (P 476.501.16

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

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

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

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

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

the appropriate court of the City of Am	tipolo, with the exclusion o	f any other courts.	
IN WITNESS WHEREOF, the	e parties have hereunto sign tipolo City.	ned this Agreement this	<u>!! 1920</u> 234aay of
V. Bernarde Construction and Entity/Firm/Corporation	Trading RIZAL	PROVINCIAL GOVER	NMENT
B	By:	0	,
By:	23.	\	
Vivenoit C. Persente Proprietor/Manager/President	:	NINA RICCI'A YNAI Governor L	RES
Proprietof/Manager/President			
	WITNESSES		
[Q]		Q_{ℓ}	
LOLITA DE GUZMAN		MA. VICTORIA IX T	EJADA
/		_	
(NOT.	ARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO (UROPO, R) Zal) S.S.			
BEFORE ME, a Notary Public	c for and in Antipalo City.	personally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
Vivensio C. Bernardo	301-271-087		
All known to me and to me kn and acknowledgment that the same in respectively present.	s their free voluntary act a	and deed as wear as the	ениу шас сасу
This instrument, consisting of written and has been signed by the parti	three (3) pages including the hereto in each and every page.	his page wherein this accepted hereof, refers to the	Agreement for:
Construction of Yuare: San Juan, Baras, Risal		ensl High School,	Bray.
WITNESS MY HAND AND S Capitol, Antipolo City.	SEAL this JUL Jeey of	at Poleni	oneriptiek
Doc No. 90		ATTY, ANNA MARIE L.	SANTOS
Page No		OF Angorn OFFARY PUBLIC	BLIC.
Book No. 2 Series 2027.		an at the LKOANCE VI	
		Velid until December 31 Adm. Matter 22-00	2022
	P	A NO. 18929923/ Japanery 3	2022 (DL-1
		Roll of Attorneys No. 6	9250

ISP Lifetime Member No.018832 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

MR. EDGARDO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Repair / Repainting of Sch. Bidg. at Baras-Pinugay Elem. School-Annex, Brgy. Pinugay, Baras, Rizal effective July 24, 2023 (Monday).

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

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

Very truly yours.

Governor 1

I acknowledge receipt of this Notice on:

7.70-23

Authorized Signature:

Name of the Representative of the Bidder.

EDGARDO M. UBIADAS

CONTRACT AGREEMENT (6

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

organized and existing under the laws of the Repu	, a sole proprietorship/private corporation, duly ublic of the Philippines, with principal place of business
and office address at bince grown a k	isal and herein represented by its
Proprietor/President/General Manager,	roe etradre , of legal age, Filipino
citizen, single/married, resident of - 1: 1: 1:	, hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,	
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	at certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordina	ance No. 10, 5, 2023 namely:
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	States at Berez-Pinnsey Line. School-
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nner, Sega Kinnery, Merry, Mest	flaten as Herms-Pinngay Line. School-
nner, Egg. Finegry, March, Essel WHEREAS, the CONTRACTOR, warran	states at Harms-Pinngey Line. School- nting that it has the financial and, technical competence
nner, Egg. Finegry, March, Essel WHEREAS, the CONTRACTOR, warran	flaten as Herms-Pinngay Line. School-
mes, Solved Salved Salved Ra WHEREAS, the CONTRACTOR, warran to undertake the above said infrastructure works,	nting that it has the financial and, technical competence has been declared as the Lowest Calculated Responsive
whereas, the contractor, warranto undertake the above said infrastructure works. Bid in a public bidding held last ware 1, 202	nting that it has the financial and, technical competence has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake
WHEREAS, the CONTRACTOR, warranto undertake the above said infrastructure works. Bid in a public bidding held last ware 1, 202 the construction and completion of the above sa	nting that it has the financial and, technical competence has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertaked infrastructure works strictly in accordance with the
WHEREAS, the CONTRACTOR, warranto undertake the above said infrastructure works, Bid in a public bidding held last water 2, 202 the construction and completion of the above sa following standards set forth in the bid document	nting that it has the financial and, technical competence has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake hid infrastructure works strictly in accordance with the its, approved plans, program of works and specification
WHEREAS, the CONTRACTOR, warranto undertake the above said infrastructure works, Bid in a public bidding held last water 2, 202 the construction and completion of the above sa following standards set forth in the bid document	nting that it has the financial and, technical competence has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertaken in infrastructure works strictly in accordance with the its approved plans, program of works and specification for hime its transfer the Theorems

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 Edgits 21ght (E2) 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. 10, 8, 2023
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Three Nillian Nilso Equation Tricty Two Incommon Seventy Two Perces, 20399/100

 (P. 54772,072,99).

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

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- The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Cae Hundred Seventy Nine Thousand Dix Hundred Twenty One Pesos and 10/100 (P1.179,621.60)

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

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

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

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

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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 An	tipolo, with the exclusion of a	any other courts.	
IN WITNESS WHEREOF, th	e parties have hereunto signe tipole City.	d this Agreement this	<u>18 18</u> 333 of
Rit Ubiedra Sounderes Lan Co	FO RIZAL PR	OVINCIAL GOVER	NMENT
By: Signature States Proprietor/Manager/President	By:	INA RICCIA YNAF Governor 6 Y	RES
,	WITNESSES	•	•
LOLITA B. DE GUZMAN		IA. VICTORIA B. TI	EJADA
(NOT	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY(10, Rizzi) S.S.			
BEFORE ME, a Notary Publi	c for and in AArigsto City , p	rsonally appeared the	following
Name/Entity .	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Maniia.
dearde Ubirtas	008-440-584		
All known to me and to me k and acknowledgment that the same i respectively present.	nown to be the same person/s s their free voluntary act and	who executed the fore i deed as well as the	going instrument entity that they
This instrument, consisting of written and has been signed by the part	three (3) pages including this ies hereto in each and every pa	s page wherein this act ge hereof, refers to the A	knowledgment is Agreement for:
Repair/Repainting of S Brey, Finagay, Bares, Rica			
WITNESS MY HAND AND S Capitol, Antipolo City.	SHAL thisday of		Polizali Cantos
Doc No. 85 Page No. 19		TTY, ANNA MARIE NOTARY PUBLIC for Angono, Binangonan &	Cardona
Book No. 3 Series 20 33		all in the PROARCE US Valid until December 31 Adm. Matter 22-00	, 2023

PTR No. 18929923/ January 3, 2023 / Rizai Roll of Attorneys No. 69260 IBP Ufetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR.

NOTICE TO PROCEED

18 July, 2023

MR. EDGARDO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP, Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the
Improvement of 2-Seater Comfort Room at Pag-Asa National
High School, Brgy. Pag-Asa, Binangonan, Rizal

effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICCI & YNAR

Governor

Lacknowledge receipt of this Notice on:

7.20.23

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, 5, 2023 namely:

Improvement of 2 senter Comfort Room at Pagenes National High School, Brgy. Pagenes, Binengonan, 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 <u>June 5, 2023</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Three Hundred Fifty Six Thousand Two Hundred Vinety</u> Sight Person and 75/100 (P 356, 292, 75), Philippine Corrency.

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 Ferty (') 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. 10. e. 2023
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
 Three Hundred Fifty Six Thomsand Two Hundred Ninety Sight Peace and 7°/400

 (P 356,298,75).

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

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

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

Nine Peace and 63/100 (P 106,889,63)

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

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

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

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

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

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

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

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

the appropriate court of the City of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. Hit Ublades Constanciion Comp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Bv: By: derdo Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY ON (1) S.S. BEFORE ME, a Notary Public for and in Antippelogity, prisonally appeared the following Place Valid ID Presented Date Name/Entity September 24, 2031 Manila: Pasanort No. P7689056B HON, NINA RICCI A. YNARES 00**8-4**40-68≥

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.

odga**rde Ubiedes**

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:

Without mid the ocur migrate of the factor and	
Improvement of 2 center Confe Pers, Tra-1 no.	rt Room at Passace Petitecal High Himangomen, Masi
WITNESS MY HAND AND SEAL this	Angono Rizal
Capitol, Antipolo City.	ATTY, ANNA MARIE A SANTOS NOTARY PUBLIC
Doc No. <u>84</u> Pags No. <u>18</u>	for Angono, Binangonan & Cardona
Book No. 2 Series 20 23.	Veild until December 31, 2024 Adm. Malter 22-002
	PTR No. 18929923/ January 3, 2023 / Rizal Roll of Altomays No. 69250
	IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

MR. EDGARDO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Repair of Retaining Wall at Don Jose Ynares Sr. Mamorial National High School, Brgy. San Carlos, Binangonan, Rival offective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICCIA, YNARES

Governor

I acknowledge receipt of this Notice on:

7.25.73

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS

CONTRACT AGREEMENT (2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

THIS ACKED THE PROPERTY OF THE PARTY OF THE
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
Kit Ubiadas Construction 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 Richard Rizal and herein represented by its Proprietor/President/General Manager, of legal age, Filipino citizen, single/married, resident of Filipino hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10 s. 2023namely:
Repair of Retaining Wall at Don Jose Ynares Sr. Hemorial National March 75 1975 1975 1975 1975 1975 1975 1975 1
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 June 5, 2023 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Russland Sixty Six Thousand Nine flandred Seven (P 555, 907a 55), 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 weeks . (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 10, s. 2023 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 Addendagged Supplemental Bulletin
 i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

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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;

Five Mundred Sixty Six Thousand Nine fundred Seven Pesos and 55/100

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

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

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One II named Seventy Thousand Seventy Two Pesos and 27/150 (P 170,077,27)

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

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

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

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

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

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

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

Jurisdiction over civil cases or soit 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 JUL 18 2023 day of at Antipolo City. THE THE I SHARE STATES RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Adjorado Philudes Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO OTTOGO, Rizal ∖ր∾ono, Rizal BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity Manila Passoort No. P7689056B September 24, 2031 HON, NINA RICCI A, YNARES وَالْكُونِ الْمُعَالِينِ الْمُعَارِّ الْمُعَارِّ الْمُعَالِّ الْمُعَارِّ الْمُعَالِّ الْمُعَالِّ الْمُعَالِّ Service Birledon 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: Repuls to the little suit at Don José Laures are fomerial national High School, Bryy. San Carles, Binangonan, Rizel JUL 18 2023 WITNESS MY HAND AND SEAL this _____day of Capitol, Antipolo City. ATTY. ANNA MARIE I. SANTOS Doc No. NOTARY PUBLIC Page No. for Angone, Ricangapae, & Gardon all in the PROVINCE OF RIZAL Book No. Series 20 73. Valid until December 31, 2023

Adm. Matter 22-002
PTR No. 18929923/ Jenuary 3, 2023 / Rizal
Roll of Attorneys No. 69250
JBP Lifetime Member No.016832 / Rizal
MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

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

Dear Mr. Bilog:

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

Imprv. of School Ground at Baras Pinugay Integrated High School, Brgy. Pinugay, Baras, Rizal affective July 24, 2023 (Monday).

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on:

7.20.33

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONTRACT AGREEMENT B

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by anotherween

THE ACKERMENT made and entered into by andbetween:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Nerong , Republic of the Philippines , with principal place of business and office address at Nerong , Nerong , <a href="Republic of the Philippines, with principal place of business and office address at Nerong , Nerong , <a "="" href="Ner</td></tr><tr><td>WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Reas 14 45 2043 namely:</td></tr><tr><td>Improvement of School Ground at Barus Pinugay Integrated High School, Bryy. Pinugay, Barus, Rizel</td></tr><tr><td>WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held last <u>June 5. 2023</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Three Bundred Seventy Seven Thousand Five Sandard Person and 68/100</u> (P 377.500.63), Philippine Currency.</td></tr><tr><td>NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:</td></tr><tr><td>1. The whole works subject matter of this Agreement shall be completed within http://www.min.gov/phi.ph/ (30) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. Prop Dec. 1, 0, 2023 b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
e. Construction Schedule
 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
i. Addenda and Supplemental Bulletin
j. Notice of Award of Contract and the Contractor's Conformity thereto
In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
Three Hundred Seventy Seven Thousand Five Hundred Peace and 68/100
(P777,*20,68)
Philippine Currency, in consideration of the construction and only upon completion of the infrastructure

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

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- 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 Randred Thirteen Thousand Two Sundred Fifty Pesos and 29/100 (P 113,250,20)

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed 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 rescend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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



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

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

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

IN WITNESS WHEREOF, the	e parties have hereunto signi tipolo City.	ed this Agreement this	JL 18 2023ay of
	RIZAL P	ROVINCIAL GOVER	NMENT
Entity/Firm/Corporation	. , , , , , , , , , , , , , , , , , , ,		
Ву:	By:	IINA RICCI A MAI	ZES
Proprietor/Manager/President		Governor C	Ī
· / ·	WITNESSES	•	
/0.	MILLEOODE	~/	
LOLITADS. DE GUZMAN	N	MA. VICTORIA B. TI	EJADA .
1		ATTINETY .	
NOT	ARIAL ACKNOWLEDGE	ALERY I	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO Cripagono, $R^{[\pm ii]}$) s.s.			
BEFORE ME, a Notary Public	c for and in Antipolo City, p	ersonally appeared the	following
Name/Entity .	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
All known to me and to me kn and acknowledgment that the same is respectively present.	own to be the same person/s their free voluntary act an	who executed the fore	going instrument entity that they
This instrument, consisting of written and has been signed by the partic	three (3) pages including this hereto in each and every pa	is page wherein this act ge hereof, refers to the A	knowledgment is Agreement for:
WITNESS MY HAND AND St Capitol, Antipolo City.	EAL this <u> 1 1177</u> ay of	at Parel	Broyinciel:
Doc No. 33		ATTY, ANNA MARIE L.	SANTOS
Page No. 7		NOTARY BUBLIC	LIC

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

Series 20 23.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

MR. MARK N. FERMINDOZA FERMINDOZA BUILDERS & CONST. ENT. Binangonan, Rizal

Dear Mr. Fermindoza:

The attached Contract Agreement having been approved, notice is hereby given to FERMINDOZA BUILDERS & CONST. ENT. that work may proceed on the Repair / Repainting of Ynares Multi-Purpose Covered Court und Stage at San Juan Elem. School, Brgy. San Juan, Cainta, Rizal effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICCIA, YNA

Governor

I acknowledge receipt of this Notice on:

7.70.00

Authorized Signature:

Name of the Representative of the Bidder:

MARK N FERMINDOZA

CONTRACT AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

Femaladous Deilder	and Cometer	etion Est.	a sole propriet	torshin/nrive	ste comonsti	on. duly
organized and existing u and office address	at Caints,	the Republic of	the Philippines, and	, with princi		business
Proprietor/President/Ger citizen, single/married, CONTRACTOR, WITH	resident of 1	ichata, Misal	<u> </u>		legal age, referred to	-
WHEREAS, the pursuant of the Sanggun		clares that certai m Ordinance No.				nicted in namely:

Repair/R painting of Tanger Hultipurpose Covered Court and Stage at San June Elem. Subsel, Ergy, San June, Caints, Ricel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the little to the following standard Seventy Five Theorems Sight (P 1,275,079.65), 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 Electric (30) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. PPSB Bes. 1, s. 2023
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 One Hilliest Two Rendred Seventy Five Thousand Eight Rendred Seventy Fine Person

 and 65/100

 (P 1,275,079.65)

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



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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Mandred Righty Two Three Pesos and 96/100 (P 302,763,00)

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this JUL 18 200 of at Antipolo City.

Butless and Countymetten But. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation

By:

Proprejor/Manager/President

By:

WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A, YNARES

Passport No. P7689056B

September 24, 2031 Manife.

Hagit Poymindone

279-634-109

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

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

Mayelm/Repelating of Teares Heltipurpose Covered Genet and Stage at Sem Juan Elem, School, Bryy, San Juan, Cainta, Risel

W.	TIMESS MY HAND AND SEAL this	day of	, at#	Manbillogvibicie
	atipolo City.			

Doc No.

Page No.

Book No. Series 20 23 ATTY. ANNA MARIE L. SANTO: **NOTARY PUBLIC**

for Angono, Bicangonan & Carrion all in the PROVINCE OF RIZAL Velid until December 31, 2023

Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016832 / Riza!

MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

MR. EDGARDO M. 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 Perimeter Fence at (Open Space) Apricat St.,

Greenland Executive Village Phase 5C, Brgy. San Juan, Cainta, Rizal
effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICCIA. Y

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

7.20-03

EDGARDO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

Kit bbiases construction Comp. , a sole proprietorship/private corporation, d	ıly
organized and existing under the laws of the Republic of the Philippines, with principal place of busin and office address at Binanger, which are address at Binanger, and herein represented by Proprietor/President/General Manager, Edvaria absorbed of legal age, Filippines, single/married, resident of Binangers, kinel hereinafter referred to as CONTRACTOR, WITNESSETH, That,	ess its ino
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No.	in y:
The tip of the transfer to prove the transfer Against Aparel Applications of a Committee Consecutive Village Funce bus arrays can summ, Cointe, Riscl	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competes to undertake the above said infrastructure works, has been declared as the Lowest Calculated Response Bid in a public bidding held last _3vna 5, 2023, has accepted and binds itself to undertake 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 specificate in consideration of the amount of	ive ake the ion
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties her	eto

hereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within (61) 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. 10, 5, 2023
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;



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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 18 2023 day of at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT
Ву:
NINA RICCUATINARES Governor 4
Governor 4
WITNESSES
ma. victoria s. tejada

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PRIME PPINES)
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, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Manila

Edgardo übindas (CCC-1/16-505)

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 Perimeter Fortune (1997) Force) Aprileot St., Greenland Executive Village Phase 5C, Brgy, Fra July , Printer, Risal

WITNESS MY HAND AND SEAL this UL 1 8 2073 day of _______Capitol, Antipolo City.

Doc No. 66
Page No. 19
Book No. 2

Series 20<u>73</u>.

ATTY, ANNA MARIE D. SANTOS

for Angoney Flouncopans' Gerdona all in the PROVINCE OF RIZAL

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

PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016832 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

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

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to C.P.F. CONSTRUCTION that work may proceed on the Repair / Repainting of Ynares School Bidg. at Catalino D. Salazar National High School, Brgy, Subay, Cardona, Rizal

effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICCIA. YNAI

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

1.20.13

NTP 06-05-2023# 16

CONTRACT AGREEMENT

16

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCIA. YNARES, herein referred to as the PROVINCE; and
dept Constitution as 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 Cardona, Bigal and herein represented by its Proprietor/President/General Manager, Cecil p. Francisco of legal age, Filipino citizen, single/married, resident of Cardona, Bigal 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. RPSS Base 9 8 2025 namely:
Repair/R painting of Ynares School Eldg. at Cataline D. Selezar Hatienel High School, Brgy. School, Cardena, 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
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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Nime Hundred Forty Two Thousand Twenty Peace and C1/100

(P Str. 0.20.01

). 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,

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

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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Evertred Sighty Two Thomson Sig Hundred May Page (P_282,606.60)

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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 resetnd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

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

CPF Countries tica

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By: Coats P. Promisson

Proprietor/Manager/President

By:

NINA RICO A YNARES

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIAB, TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

Catil Francisco

121-335-980

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

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

Repain/Repainting of Trares School Bidg. at Catalino D. Selemer Sational Righ School, Brgy. Subsy, Cardons, Right

Doc No. <u>15</u> Page No. <u>20</u>

Page No. <u>20</u> Book No. <u>2</u>

Series 20 22.

ATTY ANNA MARIE L SANTOS

NOTARY PUBLIC for Angono, Binangonan & Cardona all in 189 FARM PEBLICZAL Valid until December 31, 2023

Adm. Malter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attomays No. 69250

IBP Lifetime Mamber No.016632 / Rizal MCLE Compilance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

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

Dear Mr. Bilog:

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

Construction of Biomed Room at Rizal Provincial Hospital System (RPHS) Ynares Municipal Hospital, Brgy. First District, Jala Jala, Rizal effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICCIA, YNARES

I acknowledge receipt of this Notice on:

7.2023

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONTRACT AGREEMENT 17

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rical , and herein represented by its Proprietor/President/General Manager, Cerald Kenn SJ. Bilog , of legal age, Filipino citizen, single/married, resident of Morong, Rizal , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggariang Panlalawigan Ordinance No. 10 s. 2023 namely:
Construction of Biomed Room at Rizal Provincial Scapital System (1973) Thores Municipal Hospital Brgy. First District, Jalajala, 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 lastnm52023, 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 ofSeven Hundred Eighty Four Thousand Nine Hundred Fift Seven Pesos and 64/100 (P_784_977.64), 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
 a. SP Ordinance No. 10, s. 2025. 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 Notice of Award of Contract and the Contractor's Conformity thereto
In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Hundred Fighty Four Thousand Nine Hundred Fifty Seven Pesos and 64/100 (P 784.957.64).

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

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- 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 Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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IN WITNESS WHEREOF, the	parties have hereunto signe ipolo City.	d this Agreement this	UL 18 20 20 of
Entity/Firm/Corporation	RIZAL PI	ROVINCIAL GOVER	NMENT
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Proprietor/Manager/President	N	Governor (1
/	WITNESSES		
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LOLITA BEDE GUZMAN	N	A. VICTORIA . A.	EJADA .
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NOTA	ARIAL ACKNOWLEDGN	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (120) S.S.			
BEFORE ME, a Notary Public	for and injoutipolo-sity, p	ersonally appeared the	following
Name/Entity .	Valid ID Presented	Date	Piace
HON, NINA RICCI A, YNARES	Passport No. P7689056B	September 24, 2031	<u>Manila</u>
Gerald Kenn SJ. Biles	106-519-323		
All known to me and to me kn and acknowledgment that the same is respectively present.	their free volumery act an	TI ORDER SO WORK SES TO	
This instrument, consisting of written and has been signed by the partie	22 DELEMO HI CHELL SHALL DACTA Dec	6-	•
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Capitol, Antipolo City.	EAL (IIISUE) OI		
Doc No. 86 Page No. 17-	AT	TY, ANNA MARIELS	ANTOS SLIC
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Series 20 <u>73</u> .	tc	x Angono, Binangonan & C all in the PROVINCE OF F	RIZAL
		Valid until December 31, 2 Adm. Matter 22-002	2023

PTR No. 16929923/ January 3, 2023 / Rizal Roll of Atlomeys No. 69250 IBP Lifetime Mamber No.016632 / Rizal



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

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

Dear Mr. Bilog:

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

Repair/Repainting/Improvement of Ynares Multi-Purpose

Covered Court at Brgy. Special District and Brgy. Bayugo, JulaJula, Rizal

effective July 24, 2023 (Monday).

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

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

Very truly yours

NINA RICCIA. YNAR

Governor

i acknowledge receipt of this Notice on:

7.74.73

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
, 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 Provide Research and herein represented by its Proprietor/President/General Manager, Warelet Color State of Proprietor, single/married, resident of Research Ideal , 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. 2025 Page 9. 2025 namely:
Brey. By viel District and Drey. B _n ruge. Jelojela. Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
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 Signify (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. FPSS Ruse 1. S. POS3 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 cavelopes
h. Bid Security i. Addenda and Supplemental Bulletin
j. Notice of Award of Contract and the Contractor's Conformity thereto
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS ond 08/100 Pifteen Thousand Two Annared Ninety Sures Person and 08/100 P 1.815.297.08 Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Standard Forty Fore Standard Files Fore Standard Files Forty Fore Files Fore Files Forty Fore Fil

- 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."

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

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

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

benefit derived from the act or acts in question or both at the discretion of the Courts. Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts. JUL 18 2023 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT ore Buildars Entity/Firm/Corporation By: By: Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CIANGORO, Rizal) S.S. BEFORE ME, a Notary Public for and in Addition City, personally appeared the following Place Date Valid ID Presented Name/Entity September 24, 2031 Manila Passport No. P7689056B HON, NINA RICCI A. YNARES 496<u>~</u>945~325 .. Gorald Name W. Billon 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:

Repelt/Repainting/Improvement of Takuna bultipurpose Sovered Court at Bours Special District and Mary, Beyogo, Chiagain, Risel. Angero Rical

WITNESS MY HAND AND SEAL (MIS)	1 8 2023 day of at Rizar Province
Capitol, Antipolo City.	
Doc No. 격충	ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC
Page No. 17	for Angono, Binangonon & Cardona

Book No. Valid until December 31, 2023 Series 20 23. Adm. Matter 22-002

PTR No. 16929923/ January 3, 2023 / Rizal Roll of Alternaya No. 69250 IBP Lifetima Member No.016632 / Rizel MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

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

Dear Mr. Bilog:

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

Repair / Repainting of 1 Storey 4 Rooms Ynares School Buildings at Punta Elem. School, Brgy. Punta, JalaJala, Rizal

effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on:

7-20-23

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONTRACT AGREEMENT 19

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
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 Marager, therefore and herein represented by its Proprietor/President/General Manager, General Scan 1. Manager, of legal age, Filipino citizen, single/married, resident of hereing, single/married, sing
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 1, 2, 2023 namely:
Reprinting of t storey 4 reast terms School Muildings at Feate Ries, School, Ergy, Feate, 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 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 Pillion Pive Handred Party Eight Theorems Case Pillion Pive Handred Party Eight Theorems Case Handred Eight Theorems Case Pillion Pive Handred Party Eight Theorems
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 **Tity** **Compared Plans** Compared Plans** Conditions of the Bid
a. SP Ordinance No. 1: 8:0 2023 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule
 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
i. Addends and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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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;

One Fillion Sive Sendred Thirty Eight Thousand Com Sendred Sighteen Penry

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

- 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 From Burdered Staty on Thomas From Pundered Thirty Five 1990 and 54/100 (P \$67.54.24)

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

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

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

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







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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement the 18 2023 day of at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

Occasion Sept Silver Filling

Proprietor/Manager/President

NINA RICCIA. YNARES

WITNESSES

LOLITA'B. DE GUZMAN

ma. victoria b. tejada

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place

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

Gerald Strict Of Miles

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 aigned by the parties hareto in each and every page hereof, refers to the Agreement for:

Repair/Depairting of 4 nineray 4 rooms Theres Sakool Suildings at Funta bloom schools Pages Panta, Stinisles Sitell

	WITNESS MY HAND AND SEAL	JUL 18 2023 day ofAPROPOPRISincial
	Antipolo City.	
_ ~	7.0	ATTY ANNA MARIE) SANTOS

Doc No. 79
Page No. 77
Book No. 7
Series 20 22.

NOTARY PUBLIC
for Angono, Binangonan & Cardona
eli in tha NOTARIY PUBLIC
Valid until December 31, 2023
Adm. Matter 22-002
PTR No. 18929923/ January 3, 2023 / Rizal

PTR No. 189299237 January 3, 2020 Roll of Attorneys No. 69260 IBP Lifetime Mamber No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

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

Dear Mr. Bilog:

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

Construction of Concrete Canal with Concreting (widening) at Sumulong St. (portion), Brgy. San Juan, Morong, Rizal

effective July 24, 2023 (Monday).

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

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

Very truly yours

NINA RICCIA, YNARES

I acknowledge receipt of this Notice on:

7-20-23

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN ST. BILOG

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organize and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act b
its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Noroug, Sizal and herein represented by it Proprietor/President/General Manager, 197011 four 31, Bilog of legal age, Filipin citizen, single/married, resident of horoug, install hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordinance No. 10, 5, 2723 namely
Construction of Concrete Canal with Concreting (widening) at Summling St. (portion), Argy. Con Juan, Morong, Rival
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of the Millian Two Mundred Seventy Thomsand Wine Hyads (P2,270,317.54), Philippine Currency
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed with Ninety (00) calendar days, in accordance with the provisions of the Bi Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated.

- a. SP Ordinance No. 10, s. 2025
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate

herewith and incorporated herein by way of reference, namely:

- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Two Milliam Two Sundred Seventy Thousand Sine Sundred Seventers Onco 3 04/190

 (P 2.270.017.04).

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

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

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- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Bundred Eighty One Thousand Two Bendred Seventy Five Peace and 38/100 (P 681,275+38)

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 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 the appropriate court of the City of Ant	suit out of the implementation of		shall belong to L 18 2023
IN WITNESS WHEREOF, the	e parties have hereunto signo ipolo City.	ed this Agreement this	dany of
ONP Builders	RIZAL PI	ROVINCIAL GOVER	NMENT
Entity/Firm/Corporation			
Ву:	Ву:	.01	
Gerald Kenn SJ. Miles	Ň	INA RICCIA YNAI	RJES
Proprietor/Manager/President		Governor C	7
/	WITNESSES		
la.		9/	
LOLITA B/DE GEZMAN	N.	1A. VICTORIAB. T	EJADA .
(
NOTA	ARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYGONO, Rizai) S.S.	•		
BEFORE ME, a Notary Public	for and in Autigolo-City	rsonally appeared the	following
Name/Entity .	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
Grald Kenn SJ. Biles	196-519-323		
All known to me and to me kn and acknowledgment that the same is respectively present.	own to be the same person/s their free voluntary act an	who executed the fore d deed as well as the	going instrument entity that they
This instrument, consisting of written and has been signed by the partic	three (3) pages including this is hereto in each and every pa	s page wherein this act ge hereof, refers to the A	knowledgment is Agreement for:
Construction of Concres. St. (pertion), Brgy. ben Ju	au, Korong, Risel	_	
WITNESS MY HAND AND SI Capitol, Autipolo City.	BAL this 1 6 2023 day of _	at Kinst	Buch himida December 1
Doc No. &)		TTY, ANNA MARIE L	ANTOS
Page No. 12	,	NOTARY PUBBLIC	
Book No? Series 20 27.		for Anger NOTAR OF PULL all in the PROVINCE OF	RIZAL
SVI NO EV_3.		Valid until December 31 Adm. Maller 22-00	, 2023
		PORTI. ITEMENT AND TO	anga / Ribal

PTR No. 16929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to
YAKALER CONSTRUCTION & SUPPLIES that work may proceed on the
Repair / Repainting of Ynares Multi-Purpose Covered Court and
Stage at Maybancal Elem. School, Brgs. Maybancal, Morong, Rizal
effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICCYA, YN

I acknowledge receipt of this Notice on:

7,72,72

Authorized Signature:

Name of the Representative of the Bidder:

EDWEY B. RIVERA

CONTRACT AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

Proprietor/President/General Manager,

CONTRACTOR. WITNESSETH, That,

citizen, single/married, resident of Morong, Rizal

This AGREEMENT made and entered into by andbetween:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and		
Yakaler Construction & Supplies , a sole proprietorship/private corporation, duly		
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizel and herein represented by its		
Proprietor/President/General Manager, Edwin Rivera , of legal age, Filipino		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. 1, s. 2023

Edwin Rivera

hereinafter referred to as the

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

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive __, has accepted and binds itself to undertake Bid in a public bidding held last June 5, 2023 the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Hillion Six Hundred Forty One Thousand Nine (P 1,641,959,48), Philippine Currency. Hundred Fifty Nine Pesos and 48/100

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 ty (90) calendar days, in accordance with the provisions of the Bid Ninety Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. No. 1, s. 2023
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Six Hundred Forty One Thousand Nine Hundred Fifty Nine Pesos and 48/100 (P<u>1.641.959.48</u>~ Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Employed Hinety Too Thomason Five Remared Eighty Seven Peace and System

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

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

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

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 2/ to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this Jul. 18 2024y of at Antipolo City. Takaler Construction & Supplier RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT ANTIPOLO CHE PER PINES) BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Angono, Rizal Place Valid ID Presented Date Name/Entity HON. NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila 426-018-900 Edvin Rivera

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively 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 Theren Ma Maybancal Elem. School, Brgy.	Angono, Rizal
WITNESS MY HAND AND SEAL this	day of at Rivel Provincial
Capitol, Antipolo City. Doc No. 75 Page No. 16 Book No. 2 Series 20 23.	ATTY. ANNA MARIE L. SANTOS NOTARY PUBLIC for Angeno, Blinangenan & Cardona all in the PROMING OF FIZAL Velid until December 31, 2023 Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attomeys No. 69250
	IEP Lifetime Member No.016632 / Rizal MCLE Compilance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

MR. KHRISTIAN S.E. SAN JOSE KRSJ CONST. & GENERAL SERVICES Teresa, Rizal

Dear Mr. San Jose:

The attached Contract Agreement having been approved, notice is hereby given to
KRSJ CONST. & GENERAL SERVICES—that work may proceed on the
Installation of Safety Grills (Enclosure) for Ynares School Buildings
at Timoteo A. Rayes Elem. School, Brgy. San Pedro, Morong, Rizal ,
effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICCI A. YNARES
Governor // C

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

KHRISTIAN S.E. SAN JOSE

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

organized and existing under the laws of the Republic of the Philippines,	orship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines,	, with principal place of business
and office address at Terese Pical and	herein represented by its
Proprietor/President/General Manager, Khristian St. San Jame	, of legal age, Filipino
citizen, single/married, resident ofTeresaRigat	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. 10. 5. 2023

Installation of Sefety Grille (Reslosure) for Teares School Smildings at Timoteo A. Reyes Elen. School, Brgy. Sen Pedro, Moreng. 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 following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of New Years State Piece Throughout Two Peaces and (P 565 012.68), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within (42) 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. 10, 10, 2025
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - Request for Expression of Interest
 - 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 PESOS

Five Eundred Sixty Pive Characted Prolive Peace and 65/400 565,042,65

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 the Rundred Sixty Nine Thousand Five Bundred

 Three Pesos and 30/100

 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 undextakes to post a warranty security to gnarantee 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 ctrcumstances."

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other electrostics. 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.			
KRSJ Construction & General : Entity/Birm/Corporation	gervices RIZAL	PROVINCIAL GOVER	NMENT
By:	Ву:	0	,
Khristian SE. Sen Jees Proprieten/Manager/President		NINA RICCI Z NAI Governoy	RES
LOLITA B. DE GUZMAN	WITNESSES	MA. VICTORIA B. T	EJADA
(NOTA	ARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CYTY) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, Angono, Kizai	personally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
Thristian St. Sea Jose	223-955-263		
All known to me and to me known and acknowledgment that the same is	own to be the same person their free voluntary act a	/s who executed the fore and deed as well as the	going instrument entity that they

'nŧ respectively present.

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

written and has been signed by the parties hereto in	each and every page hereof, refers to the Agreement for:
Installation of Safety Crills (at Timetee A. Reyes Bles. School, Bry WITNESS MY HAND AND SEALIHMS &	
Capitol, Antipolo City.	
	ATTY, ANNA MARIE L. SANTOS
Doc No. 93	NOTARY PUBLIC
Page No.	for Angono, Binangonan & Cardona
Book No. 2	all involversymmersoficizal.
	Valid until December 31, 2023
Series 20_23.	Adm. Matter 22-002
	PTR No. 18929923/ January 3, 2023 / Rizal
	Roll of Attorneys No. 69250
	IBP Lifetime Member No.018632 / Rizal
	MCLE Compliance No. VII-0023742
	WINDLE CAMILDIAN DO 190, VITOVEOUTE



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION & SUPPLIES that work may proceed on the Repair / Repainting of 2 Storey 6 Rooms Frares School Building at Mayhancal Elem. School, Brgy. Mayhancal, Marong, Rizal effective July 24, 2023 (Manday).

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

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

Very truly yours,

NINA RICCIA, YNARES Governor

I acknowledge receipt of this Notice on:

7.20.2023

Authorized Signature:

Name of the Representative of the Bidder;

EDWIN B. RIVERA

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
Yelcolor Compared in a Supplice , 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 Manager, Plant , and herein represented by its Proprietor/President/General Manager, Revis Plant , of legal age, Filipino citizen, single/married, resident of Manager, Plant , hereinafter referred to as the CONTRACTOR. WITNESSEIH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. PSS Bear 1, 8, 2025 namely:
Repain/Repainting of 2 storey 6 rooms Toures School Building at May- beneal Slam. School, Bugy. Heybanual, Merong, Rivel
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
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 Elicipy () 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. goes need 1. 2025 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
 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
 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
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
f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract; 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Pive Mandred Seventy Thomas Pive Hundred Seventy Two Peace and 42/100 (Page 572-12)

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;
- 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. JUL 1 8 2023 IN WITNESS WHEREOF, the parties have herenato signed this Agreement this at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Yakaler Construction & Merelies Entity/Firm/Corporation By: By: Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CIANGONO, RIZZEI) S.S. BEFORE ME, a Notary Public for and in Anlipolyricity personally appeared the following Place Date Valid ID Presented Name/Entity September 24, 2031 Manila. Passport No. P7689056B HON, NINA RICCI A, YNARES 125-015-900 Edwin Rivers All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/R painting of 2 storey 6 rooms Theree School Building at Meyboncel Elem, Select, Bryy, Narbeneal, Hereng, Binel Angono, Rizal WITNESS MY HAND AND SEAL this UL 18 2073 day of at Rizal Provincial Capitol, Antipolo City. ATTY ANNA MARIE L'SANTOS Doc No. . NOTARY PUBLIC Page No. for Angelio BARRY AND THE Cordona Book No. all in the PROVINCE OF RIZAL Series 20 22. Valid until December 31, 2023

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



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

MS. MARIA LOIDA C. NOCON SAN RAFAEL BUILDERS Rodriguez, Rizal

Dear Ms. Nocon:

The attached Contract Agreement having been approved, notice is hereby given to SAN RAFAEL BUILDERS that work may proceed on the Construction of Children's Playground at Isla Montalban Brgy. San Jose, Montalban, Rizal effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

7-20:73

NTP 06-05-2023# 24

CONTRACT AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

Sen Rafael Builders	_, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic	of the Philippines, with principal place of business
and office address at Rodrigues, Fixel	, and herein represented by its
Proprietor/President/General Manager, Maria Loi	da G. Nosas of legal age, Filipino
citizen, single/married, resident of Rodrigues,	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. 10, 5, 2025 namely:

Construction of Children's Flagground at Isla Montalban Bray, San Jose, Montalban, Risal

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

- - a. SP Ordinance No. 10. 0. 2023
 - 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 PESOS Cas Million Three Hundred Fifty Four Thomsand Seven Hundred Seventy Five Pesos and 13/100 (P. 1.354.775.13),

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

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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS From Product Six Thursday For Product This Product Th

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this JUL 18 705 of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Son Bafael Buildorn Entity/Firm/Corporation By: Governor L Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CIPANGONO, RIZBI) S.S. Angono, Rizal

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Date Name/Entity HON. NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila Naria Laida C. Resea __910<u>-936-316</u>_ 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: Constitution of Children's Playground at Isla Montalbon Spare & Jose, Montalban, Risal WITNESS MY HAND AND SEAL this 18 2023 day of

ATTY, ANNA MARIE L. SANTOS

NOTARY PUBLIC

for Angeno Biggingenence Garden all in the PROVINCE OF RIZAL

Valid until December 31, 2023 Adm. Metter 22-002 PTR No. 16929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742

Capitol, Antipolo City.

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Doc No.

Page No.

Book No. Series 20 23.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

MR. ARVIN JUREL B. CORTEZ CORTEZ SANTOS CONST. & SUPPLY CORPORATION San Mateo, Rizal

Dear Mr. Cortex:

The attached Contract Agreement having been approved, notice is hereby given to CORTEZ SANTOS CONST. & SUPPLY CORPORATION that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Pintong Bukawe, San Muteo, Rizal effective July 24, 2023 (Monday).

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

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

Very truly your

NINA RICCIA, YNAR Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

Gertee Sentee Construction & Seconds Corps, 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 Sen Mateo, Nical, and herein represented by its Proprietor/President/General Manager, Arvin Jurel Page Corps, of legal age, Filipino citizen, single/married, resident of Sen Mateo, Rival, 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. 10, s. 2023 namely:

Repair/Repainting of Ymares Multipurpose Covered Court at Ergy. Pintong Bultume, S_n Nates, Rigal

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

- 1. The whole works subject matter of this Agreement shall be completed within Seventy Tree (22) 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. 2023 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
- 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

Case Militian Six Manufred Five Thousand Nine Rundred Ten (1,605,910,44).

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







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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Eundred Eights One Thousand Seven Eundred Seventy Three Pasos and 12/409 (PESI 1775.12)

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

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





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



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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of at Antipolo City. Cortes Santos Construction & Supply Corp. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Proprietor/Manager/President WITNESSES TORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYNO, Rizal BEFORE ME, a Notary Public for and in Antipole City personally appeared the following Place Valid ID Presented Date Name/Entity September 24, 2031 HON, NINA RICCI A. YNARES Pasaport No. P7689056B 776-254-254 Arvin Jurel Buse Certes respectively present.

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

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

wrinten and has ocen signed by the parties herei	o m esem sum every base nerec	M, terera to the regrections
Repair/Repainting of Ynara Bukawa, San Mateo, Rizel	e Maltipurpoca Covered JUL 18 2023	i Court at Regy. Pin
WITNESS MY HAND AND SEAL th	isday of	at Rizal Provincial
Capitol, Antipolo City.		Angono Rizal
Doc No. 107 Page No. 22	1	HA MARIE L. SANTOS
Book No. 7	for Angon	d Sylvanicobacign Ballenga
Series 20 <u>27</u>	Valid u	e PROVINCE OF RIZAL ntil December 31, 2023
	A	dm. Malter 22-002
	PTR No. 1892	29923/ January 3, 2023 / Rizel
	Roll o	of Attorneys No. 69250
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MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

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

Dear Mr. Bilog:

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

Concreting (partion) of Arevalo Cmpd., Brgy. Bagumbayan, Pillla, Rizal effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICCYA. YNARE

I acknowledge receipt of this Notice on:

7.20.7073

Authorized Signature;

Name of the Representative of the Bidder.

GERALD KENN SJ. BILOG

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by anotherween:		
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCIA. YNARES, herein referred to as the PROVINCE; and		
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Mercago		
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. 40. 40. 40. 2015 namely:		
Concreting (portion) of Aravolo Capdes Ingre Regularyone Filling		
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		
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 (SO) 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. 40, 24, 2023 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security		
 i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto 		
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract; 		
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PBSOS Light Bendred Fifty Three Thomas Six Findred Thirtee Pass (15 77/430 [P 17/4/37] Philippine Currency, in consideration of the construction and only upon completion of the infrastructure		
works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the 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 Ten imades fitty My Theoretic ideals Form

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. ONE BULL days RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Bv. By: Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITALGONO, Rizal) S.S. Angono, Ri∠ali BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity Manila September 24, 2031 Pasaport No. P7689056B HON, NINA RICCI A, YNARES

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.

196-119-125

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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:

Compreting (portion) of Arcvalo Copd., Smart Begandages, Pilita,

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WITNESS MY HAND AND SEA	L this JUL 18 2023 ay of at 1932 Provinced	Į
Capitol, Antipolo City.		
Doc No. <u>82</u>	ATTY. ANNA MARIE L. SANTOS	
Page No. 18	NOTARY PUBLIC for Angono, BINEO ARNO PUBLIC	
Book No. 2 Series 20_27.	all in the PROVINCE OF RIZAL	
Sci Res 20_23.	Valid until December 31, 2023	
	Adm. Matter 22-002 PTR No. 16929923/ January 3, 2023 / Rizal	
•	Roll of Allomeys No. 69250	
	IBP Lifetima Member No.016832 / Rizal	
	MCLE Compliance No. VII-0023742	



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Concrete Reblocking with Grouted Riprap (portion) at Bonifacio Rafanan Blvd., Brgy. Halayhayin, Pililla, Rizal

effective July 24, 2023 (Monday).

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

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

Very truly yours

NINA RICCIA, YNAR

I acknowledge receipt of this Notice on:

7.70.2023

Authorized Signature:

Name of the Representative of the Bidder.

RENATO C. VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

THIS ACKEDMENT made and collected into by and between.
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
reganized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Baren, filed, and herein represented by it Proprietor/President/General Manager, Filed, and herein represented by it citizen, single/matried, resident of Baren, Rival, 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
Comprete Schlocking with Grouted Migray (portion) at Desifosis Referent Mirds, Regre Bellybeying Fililia, Missl
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
1. The whole works subject matter of this Agreement shall be completed within the provisions of the Bis 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. 10

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

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

(P 1,457,716,72),

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

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

A

 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;

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

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

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

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

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

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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts. JUL 18 2023 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: NINA RICCI A. YNARES Governor (Proprietor/Manager/President WITNESSES A B. TEJADA . NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CHTEOTO, RIZET) S.S. BEFORE ME, a Notary Public for and in Antipolo City; pleasonally appeared the following Place Date Valid ID Presented Name/Entity Marilla. September 24, 2031 Passport No. P7689056B HON, NINA RICCI A. YNARES

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:

written and has been signed by the parties hereto in each and eve	ry page hereof, refers to the Agreement fo
Congrete Reliquing with Secreted Rigary Modes Regre Balaykepin, Pilille, Rival	(portion) at Sentimble Referen
WITNESS MY HAND AND SEAL this 18 2023 day	of at Rizal Provincial
Capitol, Autipole City.	ATTY, ANNA MARIE L SANTOS NOTARY PUBLIC
Doc No 7-4	for Angono, Binangonan & Cardona
Page No. 14	all in the PROVINCE OF RIZAL
Book No. 2	Valid NOSARASPURIS
Series 20 23.	Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Rol of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

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

Dear Ms. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to RSS CONSTRUCTION & SUPPLIES that work may proceed on the Repair / Repainting of Ynares Multi-Purpose Covered Court at Brgy. Niogan, Pilitta, Rizal effective July 24, 2023 (Manday).

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

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

Very truly yours

NINA RICCIA. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

NOEMLD, SORIANO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, NINA RICCIA. YNARES, herein referred to as the PROVINCE; and
reganized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Teresa, Rizal, and herein represented by its Proprietor/President/General Manager, Noemi D. Sociano, of legal age, Filipino citizen, single/married, resident of Teresa, Rizal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, 5, 2023 namely:
Repair/Repainting of Ymares Multipurpose Covered Court at Brgy. Niogen, Pililla, 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 <u>June 5, 2023</u> , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>One Million Six Hundred Lighty Thousand Three Hundred Forty Nine Pages and 65/100</u> (P 1.680.349.65), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Forty Five (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. 10, s. 2023 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications



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

 Che Million Six Hundred Eighty Thousand Three Hundred Forty Rine Pesos

 Philippine Currency, in consideration of the construction and only upon completion of the intrastructure 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;

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Rundred Four Thousand One Rundred Four Peace and 90/100 (P 504.104.90)

 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 embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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







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{N} 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 RSS Construction and Supplies ... Entity/Eirff/Corporation By: By: NINA RICCI Governor Proprietor/Manager/President WITNESSES MA, VICTORIA B. TEJADA GUZMAN NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (N.S. Rizal) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031

Manila

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All known to me said 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 Multipurpose Covered Court at Brgy. Niogan. Pililla, Risal

WITNESS MY HAND AND SEAL this: 1 0 2022 day of Capitol, Antipolo City.

Doc No. 98 Page No. Book No.

Series 20 23

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

all in the PROMINC PUBRICAL Valki until December 31, 2023

Adm. Matter 22-002 PTR No. 18929923/ January 3, 2023 / Rizal Roll of Attorneys No. 69260 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS—that work may proceed on the Repair / Repainting of DepEd School Bidg. at Tanay East Integrated National High School, Brgy. Plaza Aldea, Tanay, Rizal effective July 24, 2023 (Monday).

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

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

Very truly yours

NINA RICOLA, YNARES Governor # 4

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7:20.2023

Authorized Signature:

Name of the Representative of the Bidder:

I acknowledge receipt of this Notice on:

PENGIOC VILLABOMAN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NEVA RICCIA. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rema, Plan; , and herein represented by its Proprietor/President/General Manager, Peneto Villacousas , of legal age, Filipino citizen, single/married, resident of Rema, Plan; , 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
Repain/Repainting of Dayld Rabool Midg at Topay Reat Integrated Rational High School, Bugy, Flass Aldes, Topay, Rivel
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
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 state that (
a. SP Ordinance No
h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS The Employed Factor State Present and 27/100 (P. 246.538.27

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

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

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

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

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

the appropriate court of the City of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this JUL 18 223 of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Laure Buildorn Entity/Firm/Corporation By: By: Governor / Proprietor/Manager/President WITNESSES B. TEJADA . NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO KATENO, Rizel BEFORE ME, a Notary Public for and in Antipers Chylensonally appeared the following Place Date Valid ID Presented Name/Entity Manila. September 24, 2031 Passport No. P7689056B HON, NINA RICCI A. YNARES 119-041-448 Issate Villarense 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/R_pointing of Doyld School Blogs at Toury Rent Integrated N_timel Bigh School, Begy, Plant Ald Angono, Rizal at Rizal Provincial day of WITNESS MY HAND AND SEAL this Capitol, Antipolo City. ATTY: ANNA MARIEY, SANTOS Doc No. NOTARY PUBLI Page No.

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



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

ENGR. RENATO C. VILLAROMAN LARD BUILDERS . Baras, Rizal

Dear Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS that work may proceed on the Repair / Repainting of Ynares Stage and Ynares Multi-Purpose Covered Court at Brgy. San Andres and Brgy. Sampaloc, Tanay, Rizal effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICGIA, YNARES Governor

I acknowledge receipt of this Notice on:

7-20-2023

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C. VILLAROMAN

CONTRACT AGREEMENT 3

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by andbetween:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at large, large and herein represented by its Proprietor/President/General Manager, of legal age, Filipino citizen, single/married, resident of herein 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. 1, 2027/2028 Feet 104 1panlags
	Repels/Repainting of Tanges Stage and Tanges Hultipurpose Govered Court at Ergy, San Andres and Ergy, Sespelse, Tanay, Mincl
	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
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
•	1. The whole works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 1. 20 2023/2028 2020 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
	 e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto
	2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Con Militian Three Rundred Fifty Two Thomased Mix Eustred Fifty Might Poses and 36/100 (P 1.352.653.36).
	Philippine Currency, in consideration of the construction and only upon completion of the infrastructure

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

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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS From Fundament State S

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:

A.

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

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



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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 11/2 18 11/2 of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Lard Builders Entity/Firm/Corporation By: By: Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)
ANTIPOLO (1987), Rizal) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Date Name/Entity Manila Passport No. P7689056B September 24, 2031 HON, NINA RICCI A. YNARES 119-041-445 Neusto Villeromen

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:

written and has been signed by the parties	hereto in each and every page here	of, refers to the Agreement for
Repair/Repairting of Inc at Riggs San Andres and Reggs	ares Stage and Thores Hall Secolog. Tener. Migat	tipurpeso Gererod Sour
WITNESS MY HAND AND SEA	L this UL 1 8 2023 day of	Angono Rizal
Capitol, Antipolo City.		IA MARIE L. SANTOS
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	(no.) If all mo	Mamber No.016632 / Rizal mpliance No. VII-0029742



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

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

Dear Mr. Santos:

The attached Contract Agreement having been approved, notice is hereby given to FLS CONSTRUCTION & BUILDERS that work may proceed on the Repair / Repainting of Ynares Multi-Purpose Covered Court at Golden City Subd., Brgy. Dolores, Taytay, Rical

effective July 24, 2023 (Monday).

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

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

Very truly yours

NINA RICCIA. YNARES

Governor

I acknowledge receipt of this Notice on:

7.20.2023

Authorized Signature:

Name of the Representative of the Bidder:

FELIMON M. SANTOS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:

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

FLS Construction and Builders	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of and office address at Taytoy, Rise.	
Proprietor/President/General Manager 2811mcm L.	
citizen, single/married, resident of	, hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, 5, 2023 namely:

Repair/Repainting of Ynares Multipurpose Covered Court at Golden City Subd., Nrgy. Dolores, Taytay, 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 the 5, 2025, 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 Million Six Hundred Ninety Seven Thousand Four Stundard Twenty Pescs and 91/100 (P 1,657,42491), 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 **Ferty 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. 10, 8, 2023
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 One Million Six Rundred Ninety Seven Thousand Pour Rundred Twenty Peece

 and 91/100 (P 1.697.420.91).

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

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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 Five Hundred Dine Thousand Two Hundred Twenty Bix Pence and 27/100

(P 509-426-47)

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 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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88 NW referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 102 10 2023 day of at Antipolo City.

FLS Construction and Builders

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Felimon 2. Sentos

Proprietor/Manager/President

By:

NINA RICCIA DI ARES

WITNESSES

LOLITA B. DE GUZMAN

ma. Victoria B. Tejada

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Antipologicity partsonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A, YNARES

Passport No. P7689056B

September 24, 2031

Manila.

Felimon L. Sentos

137-732-196

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

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

Repair/Lepainting of Ynares Eultipurpose Covered Court at Colden City Subd., Brgy. Dolores, Taytay, Risal

WITNESS MY HAND AND SEAL this 1 8 2023 day of

_ at RigahthoRt2211

Capitol, Antipolo City.

Page No. 20 Book No. 2

Series 20 23.

ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC

for Angono, Binangonan & Cardona all in the PROVINCE OF TREAL

Valid until December 31, 2023

Adm. Matter 22-002 PTR No. 18929923/ Jenuary 3, 2023 / Rizel Roll of Attorneys No. 69250

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



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

18 July, 2023

MS. MA. PERLA C. TABLANTE PEARLCAST CONST. & TRADING Quezon City

Dear Ms. Tablante:

The attached Contract Agreement having been approved, notice is hereby given to PEARLCAST CONST. & TRADING that work may proceed on the Concreting of Road at Palmera St. Sitio Baliksaka, Brgy. Pinugay, Baras, Rizal effective July 24, 2023 (Monday).

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

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

Very truly yours,

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

MA. PERLA C. TABLANTE

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by andbetween:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. NINA RICCIA. YNARES, herein referred to as the PROVINCE; and
Peerleast Construction and Trading , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address atueson City , and herein represented by its Proprietor/President/General Manager, Perla C. Tablante , of legal age, Filipino citizen, single/married, resident of _ueson City , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 10, 5, 2023namely:
Concreting of Scad at Pelsora St. Sitio Ealikedta, Brgy. Pinnsay. Buras, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
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 Handred Theory (420) 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. 10, 8, 2025 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

h. Bid Security i. Addenda and Supplemental Bulletin

- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two 15111 on Eight Sundred States Thomsend Nine Shudged Twenty Seven Person and 46/100 (P. 2.816,927.46).

 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; 3ν

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>Right Hundred Forty Five Thousand Seventy</u>

Eight Percs and 24/100 (P. 648 048 24)

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 embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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grant

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 1 18 202 hay of at Antipolo City.

Pearleast Construction and Trading
Entity/Firm/Corporation

By:

MA · Parla C. Tablanta
Proprietor/Manager/President

WITNESSES

WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Antiferen Cit Ripersonally appeared the following

Name/Entity Valid ID Presented Date Place

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

Payla C. Tablante 501-920-128

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

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

Concreting of Road at Polymers St., Sitie Bulikenka, Brgy. Pinngsy, / Bares, Rical

Baros, Nisal		
WITNESS MY HAND AN	D SEAL this 1 8 2023 day of	at Rizal Provincial
Capitol, Antipolo City.		~
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