

## NOTICE TO PROCEED

11 July, 2024

MR. EDGARDO M. UBIADAS KIT UBIADAS CONSTRUCTION CORP, Binangonau, 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/Improvement of Yuares Multi-Purpose Covered Court at Brgy, San Isidro, Angono, Rizal

effective July 17, 2024 (Wednesday),

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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

EDGARDO M. UBIADAS

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMEN'T made and entered into by and between:

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

its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as t PROVINCE; and
Rit Ubiades Construction Corporation , a sole proprietorship/private corporation, du organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Rinangonan Rigal , and herein represented by Proprietor/President/General Manager, Edgowdo Ubiades , of legal age, Filipicitizen, single/married, resident of Binangonan, Rigal , hereinafter referred to as to CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 09, 8, 2026 namely
Repair/Repainting/Improvement of Ynames Multipurpose Covered Court at Brgy. San Isidre, Angone, Rizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsi Bid in a public bidding held last <u>June 7. 2024</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 consideration of the amount of Three Million Bine Bundard Fifty Five Thousand Ten Pescs and 25/100  (P 3.955.010.25), Philippine Currency
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties here hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed with Sixty (60) calendar days, in accordance with the provisions of the B Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated.

May



- a. SP Ordinance No. 09, s. 2024
- 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

  Toree Million Wine Hundred Fifty Five Thous and Ten Feeos and 25/100

  (P 3,955,010,25)

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

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

  Five Hundred Three Pesos and 08/100 (P 1,186,503,08 )

  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;
- 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.

Kit Ubindas Construction Corp.

Entity/Firm/Corporation

By:

The in

Edgardo Dbiadas

Proprietor/Manager/President

NINA RICCIA, YNARES Provincial Governor

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA B. DE GUZMAN

MA, VICTORPA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLOGERO RIZE ) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON. NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manifa

Edgardo Ubiadas

008-410-689

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

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

Repair/Repainting/Improvement of Ynares Multipurpose Covered Court at Brgy. Sen Leidro. Angono. Rizel

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_day of \_\_JUL 1 1 2024, at Rizal Provincializat

Doc No. 397

Page No. 78 Book No.

Series 20 24.

NOTARY PUBLIC
for Angene, Ellnangenia & Cardona

NOTARY PUBLIC RIZAL Valid until December 31, 2025 Adm. Matter 23-009

TR. No. 21045845A7 January 2, 36247 Riza Roll of Allomeys No. 69253 IDP Litstine Member No.0186327 Rizal LCC Compliance No. VII-6023742



#### NOTICE TO PROCEED

11 July, 2024

MR. JUAN PAOLO MIGUEL E. MANLAPIT L. EUSEBIO ACE DEV'T CORP, Pasig City

Dear Mr. Manlapit.

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEV\*f CORP, that work may proceed on the Installation of Electrical Lighting System/Electronic Scoreboard of Ynares Multi-Purpose Covered Court at Brgy, Sta. Cruz, Antipolo, City effective July 17, 2024 (Wednesday).

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 RICOTA, YNARE

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

UAN PAOLO NIGUEL E. MANLAPIT

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

In Eusebie Ace Develops	egro dans	, a sole	proprietorship/priv	ate corporation, duly
organized and existing under the laws of	the Republic	of the Phil	lippines, with princ	ipal place of business
and office address at leasing	Six		and herein r	represented by its
Proprietor/President/General Manager,	June Pagle	Mignel	Makapit of	legal age, Filipino
citizen, single/married, resident of	PA ale	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. 09, m. 2024 namely:

Installation of Blostrical Eighting System/Electronic Scoreboard of Tabres Bultipurpose Covered Sourt at Brev. Str. Gras, Antipole Sity

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 \_\_fune\_7\_2024 \_\_\_\_\_, 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 Hondred Ninety Six Thomasus Two Hundred Eighty Four Percent and 67/100 \_\_\_\_\_\_\_ Page 256\_67 \_\_\_\_\_\_, Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Transactive ( ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 00, a. 2024
  - 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 Sight Hundred Sinety Six Thousand Two Hundred Sighty Four Pesos and 67/100

(P 896,284,67

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 Pro Hundred Sixty Sight Thomsond Eight Hundred Bighty Five Pesos and 40/100 (P 268 885 to

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; (Net aplificable)
- 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 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.

L. Dusebie de Development Corp.

Entity/Frm/Corporation

Linkly/F with Corporation

By:

Juan Paule Mignel F. Manlapit

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

Bv:

NINA RICCYA, YNARES
Provincial Governor 5 X

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOGITY (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.

Juan Paulo Hignel F. H. mlanit 000-159-917

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

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

Installation of Electrical Lighting System Electronic Scoreboard of Ynares Multipurpose Covered Court at Brgy. Sta. Gruz. Antipole City

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_ day of JUL 1 1 2024 at Rizal Provincial Capitol, Antipolo City.

Doc No. 378

Page No. 73

Book No.\_

Series 20 24.

ATTY ANNA MARIE L SANTOS

for Angono, Binangerian & Cardona all in the PROVINCE GF RIZAL Valid until December 31, 2025

Adm. Matter 23-009
PTR No. 21048845A / Jhnisery 2, 2024 / Rtz
Roll of Afformsyn No. 69250
ISP Lifetime Manther No.016632 / Rent

MICLE Compliance No. VII-0021747



#### NOTICE TO PROCEED

11 July, 2024

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 Area Lightings at Baras Elem, School, Brgy. Concepcion, Baras, Rizal effective July 17, 2024 (Wednesday).

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,

I acknowledge receipt of this Notice on:

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 and between:
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 by
its PROVINCIAL 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, Risch, and herein represented by its Proprietor/President/General Manager, General Konn SJ. Bileg, of legal age, Filipin 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 i pursuant of the Sangguniang Panlalawigan Ordinance No. 69, 6, 2024 namely
Construction of Arms Lightings at Bares Elem. School, Bray. Concepcion Bares, 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
hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Thirty 31x (25) calendar days, in accordance with the provisions of the Bi
Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
8. SP Ordinance No. On. Ma nagle
b. Certificate of Availability of Funds
<ul> <li>c. Scope/Program of Work and Detailed Estimate</li> <li>d. Plans and Specifications</li> </ul>
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
<ol><li>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;</li></ol>
3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS One Million Three Hundred Thirty Two Thousand Night Hundred Forty Seven Peaos

Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works upless otherwise 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;



and 11/100

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Sundred Sinety Sine Thousand Eight Sundred Fifty Pour Pesos and 13/100 (P 399.854.4850...)

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 und/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 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. GCB Buildsys RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Gerald Min SJ. Bilog Provincial Governor Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Piace Valid ID Presented Date Name/Entity September 24, 2031 HON, NINA RICCI A. YNARES Passport No. P7689056B Gerald Kenn SJ. Bilog 196-519-323 All known to me and to me known to be the same person/s who executed the foregoing instrument 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:

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

Construction of Area Lightings at Baras Blem. School, Brgy. Concepcion Baras, Rizal

WITNESS MY HAND AND SEAL	this day of JUL 1 1 2024, at Rival Provincial
Capitol, Antipolo City.	AT IV ANNA MARIE L. SANTOS
Doc No. 367	NOTARY PUBLIC
Page No. 75	IN ANGOROUS DE RIZAL  IN THE PROVINCE OF RIZAL  AND LARGE BLOCK 2025
Book No. 1	A OTARM DUBLIC 2025
Series 2024	Adm. Matter 23-009

PTR No 21046845A / January Roll of Attorneys No. 89250 tBP Lifetime Member No.016632 / Ricci MCLE Compliance No. VII-5023742



#### NOTICE TO PROCEED

1) July, 2024

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

Dear Mr. Ubindas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the Repair/Repainting of School Bldg, at Baras-Pinugay Elem.

School (Main), Brgy, Pinugay, Baras, Rizal

effective July 17, 2024 (Wednesday).

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 L YNARES

Governor

I acknowledge receipt of this Notice on:

2.12.24

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 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

Kit Ubiedas Construction Corporation , a sole	proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Phili	ppines, with principal place of business
and office address at Binangonan, Bizal	and herein represented by its
Proprietor/President/General Manager, Eggarde Indiadas	, of legal age, Filipino
citizen, single/married, resident of Binangonan, Rizal CONTRACTOR, WITNESSETH, That,	hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Punlalawigan Ordinance No. HPSB Rem. No. 1, 8. 2023 namely:

Repair/Repainting of School Bldg. at Baras-Pinugay Blem. School (Main) Brgy. Pinugay, Baras, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 3 me 7, 2024 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 Million 95x Fundred Ten Thomsand Seven Rundred Four Preces and 80/100 (P 5,510,704.30 ), Philippine Currency.

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

- I. The whole works subject matter of this Agreement shall be completed within 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. RPSB No. 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 Five Million Six Hundred Ten Thousand Seven Hundred Four Peeps and 80/100 (P 5,610,704,80 ).

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 Million Six Hundred Eighty Three Thousand Two Hundred Eleven Pesos and 44/100 (P1,683,211,14 )

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly sumped 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 munual 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 1 200 by of at Antipolo City.

Kit Ubiadas Construction Corp.
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

, OM

By:

Edgarde Ubiadas

Proprietor/Manager/President

NINA RICCILA, YNARES
Provincial Governors

WITNESSES

LOLITA BODE GUZMAN

MA. VICTORDOB, TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOGISTON, 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 Munila

Edgardo Ubindas

008-410-689

All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and 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 School Bldg. at Burns-Pinugay Elem. School (N in). Brggs Pinugay, Barse, Binal

at RisatgBayingial

Doc No. 402 Page No. 92

Book No. 1 Series 20 24.

for Augytro Bloopgropping Cardona all in the PROVINCE OF RIZAL Valid until December 31, 2025

Adm. Matter 23-009
PTR No. 21046845A / January 2, 2024 / Rizn
Roll of Allameya No. 59250
IDP Lifetime Member No. 018632 / Rizn

ATTY ANNA MARIE L SANTOS

NOTARY PUBLIC

IDP Lifetime Member No.018632 / Rizni MCLF. Compliance No. VII-0023742



#### NOTICE TO PROCEED

11 July, 2024

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 Handwashing Facility and Improvement of Ynares Multi-Purpose Covered Court/Stage at Brgy. San Juan, Baras, Rizal

effective July 17, 2024 (Wednesday).

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 you

I acknowledge receipt of this Notice on:

71234

Authorized Signature:

Name of the Representative of the Bidder: GERALD LEN

#### KNOW ALL MEN BY THESE PRESENTS:

CONTRACTOR. WITNESSETH, That,

This AGREEMENT made and entered into by and between:

and existing under Republic Act No. 7160, v Circumferential Road corner P. Oliveros St., E	T OF RIZAL, a local government unit, duly organized with seat of government at the Rizal Provincial Capitol Brgy. San Roque, Antipolo City, represented in this act by INA RICCI A. YNARES, herein referred to as the
GCB Builders	, a sole proprietorship/private corporation, duly

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 08, s. 2024 / 09, s. 2024 namely:

Construction of Hendwasning Facility and Improvement of Mnares Multi-

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 7, 2024</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 One Militude Case Bundwed "wenty One Thousand Nine Perus and 14/100 (P 1,127,2005,14 ), 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 href="https://doi.org/10.1001/j.caiendar-days">https://doi.org/10.1001/j.caiendar-days</a>, 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. 08, s. 2024/09, s. 2024
  - 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 for this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One H 111cm One Hundred Twenty One Thousand Nine Peece and 14/100 (P 1-121-009-14 ),

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 Three Bundred Thirty Six Thousand Three Hundred Two Penos and 74/105 (P 336, 202.78

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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;
- 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 Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this UL 1 1 20 day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT GEE Evilders Entity/Firm/Corporation By: By: Gerald Land SJ. Bilog Provincial Governor \$ 8 Proprietor/Manager/President WITNESSES LOLITA B. DE G NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYO, TOTAL BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Name/Entity Valid ID Presented

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

Passport No. P7689056B

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 Handwashing Facility and Improvement of Ymeros Hultipurpose Covered Court/Stage at Brgy. San Juan, Baran, Risel.

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_ day of JUL 1 1 7074 \_\_\_, at Rizal Provincial\_\_\_\_\_

Capitol, Antipolo City.

Doc No. 371
Page No. 76
Book No. 1
Series 20 24.

HON, NINA RICCI A. YNARES

Gerald Kenn SJ. Bilog

NOTARY PUBLIC NOTARE BURRIAGE OF RIZAL Valid until December 31, 2025

ATTY ANNA MARIE L BANTOS

September 24, 2031

Manila

Valid until December 31, 2025
Adm. Matter 23-009
PTR No. 21946B4SA / January 2, 2024 / Rize
Roll of Attorneys No. 69250
IEP Lifetime Member No. 616832 / Rizel
MCLE Compliance No. VII-0023742



#### NOTICE TO PROCEED

11 July, 2024

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 Multi-Purpose Covered Court at Palmera VI, Brgy, Dolores, Taytay, Rizal

effective July 17, 2024 (Wednesday).

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 auknowledge receipt of this Notice on:

7.12.24

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 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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

Kit Ubiadas Construction Corporation , a sole prop	rietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippin	nes, with principal place of business ad herein represented by its of legal age, Filipino hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 09. 2024 namely:

Repair/Repainting of Theres Multipurpose Covered Court at Palmera VI Brgy. Dolores, Taytay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last June 7, 2024, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Hilliam Bight Hundred Bighty Seven Thousand Eight Hundred Ninety Seven Pesca and 40/100 (P 4,287,897,40), 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 

  Rinety Two (92) calendar days, in accordance with the provisions of the Bid 
  Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of 
  Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 
  2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated 
  herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 09, 3, 2024
  - 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 William Sight Hundred Sighty Seven Thousand Sight Hundred Ninety Seven Pesos
and 40/100 (P1.887.897.40 ).

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 Five Hundred Sixty Six Thousand Three Hundred Sixty Nine Pesos and 22/100 (P 566.369.22)

Sixty Nine Peace and 22/100

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







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

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

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

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

Kit Ubiadas Construction Corp.

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Edgardo Uniadas

Proprietor/Manager/President

By:

Provincial Governor ( X

WITNESSES

LOLITA B. DE GUZMAN

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLOANTONO, 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

Mmila

dgardo Ubiadas

008-410-689

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

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

Repair/Repainting of Thures Multipurpose Covered Court at Palmera VI Brgy. Dolores, Taytay, Rizal

at Rizah Bayinglal WITNESS MY HAND AND SEAL this Capitol, Antipolo City.

Doc No.

Page No.

Book No.

Series 20 24

ATTY THNA MARIE L. SANTOS NOTARY PUBLIC

TOMOGRAR INFRIMENTALES Cardona all in the PROVINCE OF RIZAL Valid until Dacember 31, 2025

Adm. Mutter 23-009 PTR No. 21046845A7 January 2, 2024 / Riza Roll of Attorneys No. 59250

IBP Lifetime Member No.018832 / Rizal NICLE Compliance No. VII-0023742



#### NOTICE TO PROCEED

11 July, 2024

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 Roadway Lightings at Brgy. Kasile, Binangonan, Rizal effective July 17, 2024 (Wednesday).

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 NARE

Governor

I acknowledge receipt of this Notice on:

71224

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 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 PROVINCIAL 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 Marcha, Place and herein represented by its Proprietor/President/General Manager, and herein represented by its Proprietor/President/General Manager, and herein represented by its Proprietor, single/married, resident of Manager, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlahawigan Ordinance No. 09, 8, 2024 namely:
Construction of Systemy Martings of Cost. Frails, Ricamponan, Rigal
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 Severity Six (96) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 09 and 2024 b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule
<ul> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> </ul>
Addenda and Supplemental Bulletin     Notice of Award of Contract and the Contractor's Conformity thereto
<ol> <li>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;</li> </ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

The N421 ca Sight Hundred Ninety Thousand Five Hundred Twenty Nine Tesas and 81/100 (P. Por 100 94 ).

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Eight Hundred Sixty Seven Thousand One Bundred Fifty Eight Deagu and 94/100 (P 867,158,94)

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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 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 parties have hereunto signs		UI 1 1 20℃ ay of
at	Antipolo City.		
and Ballones	RIZAL P	ROVINCIAL GOVER	NMENT
Entity/Firm/Corporation			- 14 1000 E 1 F
By:	By:	0	
Gerald Kera J. Bilog	×	IINA RICOLA YNAI	RES
Proprietor/Manager/President	.,	Provincial Governor	× 1.
/22	WITNESSES		
184		9/	
LOLITA B. DE GUZMA	N B	MA. VICTORIA . T	EJADA
1			
NO	TARIAL ACKNOWLEDGM	MENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY ( ) S	S) .S.		
BEFORE ME, a Notary Pu	blic 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
Gerald Kenn SJ. Bilog	196-519-323		
and acknowledgment that the same respectively present.  This instrument, consisting written and has been signed by the pr	of three (3) pages including thi	id deed as well as the is page wherein this ac ige hereof, refers to the	entity that they knowledgment is Agreement for:
WITNESS MY HAND AN Capitol, Antipolo City.	ND SEAL thisday	of <u>JUL 1-1 2024</u> at	Rizal Provincial
Doc No		ATTY ANNA MARIE L.	lla .
Page No. 7.5 Book No.		tor Angono, Binangonan	& COMOTO
Series 20 4.		Valid until December Adm. Matter 23-	31, 2020

TR No. 21946849A / January 2, 2024 / Riz-Roll of Attorneya No. 69250 ISP Lifetone Member No.018632 / Rizal 13CLE Compilance No. VII-0623742



#### NOTICE TO PROCEED

11 July, 2024

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 Repair/Repainting of Yngres School Bldg. at Kinagatan Elem. School, Brgy. Kinagatan, Binangonan, Rizal

effective July 17, 2024 (Wednesday).

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, YNARI

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

MICHAEL A. VICLARIÑA

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

and existing under Republic Act No. 7160, with Circumferential Road corner P. Oliveros St., Brg	OF RIZAL, a local government unit, duly organized in seat of government at the Rizal Provincial Capitol, y. San Roque, Antipolo City, represented in this act by IA RICCI A. YNARES, herein referred to as the
Market was Classed town at Lane	e cale removietorship/private composition, duly

Topogram Construction	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic and office address at Binengchan, Hisal	of the Philippines, with principal place of business
Proprietor/President/General Manager, 1996 but 1 V	(3) avina , of legal age, Filipino
citizen, single/married, resident of 154 married a., CONTRACTOR, WITNESSETH, That,	, hereinafter referred to as the

Sapoin Magnisting of Incres School Hidge at Minegaton Sies. School, Ergys Missonism; Histogorou, 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 7. 2024</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>Mine Fordred Bighty One Thousand Seven Passe & 65/100</u> (P \*\*\* ), 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 Four (14) 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. BPSB Peg. 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. Bld 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;
  - The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Fixe Bundred Righty One Thousand Seven Pezos and 65/100

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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AL

 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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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; (Not Applicable)
- 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;
- 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.

8

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 1 1 7074 day of at Antipolo City.

Entity/Firm Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Proprietor/Manager/President

By

WITNESSES

LOLITA B. DE GUZMAN

MA. VJĆTORIA B. TEJADA

NINA RICCIA. YNARES
Provincial Governor (

NOTARIAL ACKNOWLEDGMENT

Angono Rizal

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 Manil

Michael Villarina

221-027-734

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

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

Repair/Repainting of Inares School Bldg. at Kinsgatan Elem. School. Brgy. Kinagatan, Binsagonan, Rizal

WITNESS MY HAND AND SEAL this \_ Capitol, Antipolo City. day of JUL 1 1 2024

at Rizal Previncial

Doc No. 381

Page No. 78

Book No. Series 20 ATTY ANNA MARIE L. SANTOS
HOTARY PUBLIC
for Angono, Blantagonan & Cardona
all in the Cardona

valld until Decomber 31, 2025 Adm. Matter 23-009

PTR No. 21040045A / Jonuary 2, 2024 / Rizz Rati of Allomays No. 60250 IAP Lifetime Manyber No.015632 / Rizzt

IBP Lifelime Member No.016632 / Rical MILE Compliance No. VII-0023742



#### NOTICE TO PROCEED

11 July, 2024

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

Dear Ms. Marron:

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

L.L. MARRON CONST. & TRADING—that work may proceed on the

Construction of Roadway Lightings at Brgy. Mahabang Parang, Binangonan, Rizal

effective—July 17, 2024 (Wednesday).

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 AL

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

11/10-010

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Lalia Marron Construction & Trading , a sole proprie	torship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines	
and office address at Biningunas, Pisal , and	
Proprietor/President/General Manager, Laure L. Harron	, of legal age, Filipino
citizen, single/married, resident of little agence, Rival,	hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	Called Called Called Control of the Called

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 09, 8, 2024 namely:

Construction of Housest Lightings at Brays Habsbong Paranga Binangonan,

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 href="Cne Handred">Cne Handred</a> (#00) 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. C9, a. 22
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - 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 Eight Hillion Six Rundred Ferry Six Thousand Six Rundred Ninety Fight Peace on 98/106 (P \$40.6 509 58 ). 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 Two Million Five Hundred Minety Four Thousand Mine Peace and 59/100

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;
- 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 UL 1 1 2024 of at Antipolo City. M rrom Construction & Treding RIZAL PROVINCIAL GOVERNMENT Efftity/Firm/Corporation By: By: L. Marron Provincial Governor Proprietor/Manager/President WITNESSES MA, VICTORIA B, TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name/Entity September 24, 2031 Manila HON, NINA RICCI A, YNARES Passport No. P7689056B 235-059-376 Laura L. Marron All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively 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 Roadway Lightings at Bray Mahabang Perang, Bicamponen,

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of JUL 1 1 2024

Capitol, Antipolo City.

Doc No. 343

Page No. 74

Book No.

Series 20 24.

ATTY, ANNA MARIE L SANTOS NOTARY PUBLIC for Angono, Binangonan & Cardona INDTARNOPUBLIC RIZAL Valid until December 31, 2025 Adm. Matter 23-009 PTR No. 21046845A / January 2, 2024 / Rist. Roll of Attorneys No. 850350 ttsP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742

at Rizal Provincial



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

11 July, 2024

MR. JUAN PAOLO MIGUEL E. MANLAPIT L. EUSEBIO ACE DEV'T CORP. Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEV'T CORP, that work may proceed on the Construction of Ynares Multi-Purpose Covered Court (Rafter Type) at Metropolis East Exec. Vill., Brgy, Pag-Asa, Binangonan, Rizal effective July 17, 2024 (Wednesday).

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 RICCJA, YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

JUAN PAOLO MIGUEL E. MANLAPIT

# CONTRACT AGREEMENT

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Le Eusebio Ace Development Corpe , 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 Periz City , and herein represented by its Proprietor/President/General Manager, June Paule Mignel Manager, of legal age, Filipino citizen, single/married, resident of Basis City , fiereinafter 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. 09, 5, 2024 namely:

Construction of Thares Multipurpose Covered Court (Rafter Type) at Metropolis East Exec. Vill., Brgy. Pag-Asa, Binungunan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last \_June 7. 2024 \_\_\_\_\_\_, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of \_Seven Million Twenty Six Thousand \_Phree Rundred \_Bighty Nine Pesos and 59/100 \_\_\_\_\_\_ (P 7.026.389.59 \_), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within One H ndred Thirty (130) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - n. SP Ordinance No. 09, s. 2024
  - 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 Seven Million Twenty Six Thousand Three Hundred Sighty Nine Pesos & 59/100

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. Two Million Cre Hundred Seven Thousand Nine Hundred Sixteen Pasos and 88/100 (P. 2-107-216-28)

Rundred Sixteen Pases and 88/100 (P 2,107,216,25)

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

- Contractor undertakes to post a warranty security to guarantee performance of 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;
- 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 si		a soday of
at Anti	polo City.	Pune mis a Precion mis	INT I THEN OF
L. Susebio Ace Development	RIZAI	PROVINCIAL GOVER	NMENT
Entity/Firm/Corporation			
By:	Byr	01	
AV		Sp/	
Juan Paulo Miguel F. Manlapit Proprietor/Manager/President		NINA RICCI A. YNA Provincial Governo	
		are might describe	4.4
l	WITNESSES	200	
		X.	
LOLITA BODE GUZMAN		MA. VICTORIA B. T	EJADA
		1	
NOTA	RIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY, RIZE ) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City	personally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
Juan Paulo Miguel F. Hanlayit	00041594419		
All known to me and to me kno and acknowledgment that the same is t respectively present.	wn to be the same person heir free voluntary act	n/s who executed the fore and deed as well as the	going instrument entity that they
This instrument, consisting of the written and has been signed by the parties	ree (3) pages including hereto in each and every	this page wherein this ac page hereof, refers to the	knowledgment is Agreement for:
Construction of Ynares   Hetropolis East Exec. V	11. Brgy. Pag-is	a, Hinangonan, Risa	1
WITNESS MY HAND AND S	EAL this da	y of JUL 1 1 2024 at	Rizal Provincial
Capitol, Antipolo City.			0
Doc No. 373			A_'
Page No. 77 Book No.		ATTY ANNA MARIE	EL SANTOS JBLIC
BOOK NO.		for AHEX-8-HIX-HIX-	Gardona

Affin the PROVINCE OF RIZAL
Valid until December 31, 2025
Adm. Malter 23-009
PTR No. 21046845A / January 2, 2024 / Rizal
Rolf of Afforneys No. 69259
IBP Lifetime Member No.016632 / Rizal
MCLE Compliance No. VII-6023742

Series 20 11



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

11 July, 2024

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 Area Lightings at Looc Elem. School, Brgy. Looc, Cardona, Rizal effective. July 17, 2024 (Wednesday).

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:

7.12.24

Authorized Signature:

Name of the Representative of the Bidder

GERALD KENN SJ, BILOG

## CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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 PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and

GCB Builders	, a sole proprietorship/private corporation,	duly
organized and existing under the laws of the Repu	blic of the Philippines, with principal place of busi	певь
and office address at Morning Manager, Gamala	and herein represented by	
citizen, single/married, resident of Morougs		
CONTRACTOR, WITNESSETH, That,		
WHEREAS, the PROVINCE declares that	t certain infrastructure works should be constructed	d in
pursuant of the Sangguniang Panlalawigan Ordina	nce No. 09, s. 2024 name	dy:
Cordons, Rizal	Loor Mar. School Breys Loon,	

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

I. The whole works subject matter of this Agreement shall be completed within Forty (\*\*\*) 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.09, 5, 2024
- 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 Three Hundred Finety One Thousand One Hundred Fifty Baren Peson and 56/100 (P1,391,157,66 ).

  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 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 Insurance Seventeen Thousand Tures of the Forty Seven Pason and 30/100 (P.147, 147, 10)

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;
- 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 III 1 1 2 2 2 of at Antipolo City. GROB Dedlars RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Gerald Kean SJ. Bilog Provincial Governor Proprietor/Manager/President WITNESSES LOLITAB. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Date Name/Entity September 24, 2031 HON, NINA RICCI A, YNARES Passport No. P7689056B 195-519-323 Gerald Kenn SJ. Bilog

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 Area Lightings at Loos Elem. School Brgy. Loos,

Gardona, Roman	
WITNESS MY HAND AND SEAL this	day of IIII 1 1 2074, at Rizal Provincial  ATTY ANNA MARIE L. SANTOS  NOTARY PUBLIC  for Angono, Binangonan & Cardona  NOTARY PUBLIC  Valid until December 31, 2025  Adm. Matter 23-009  PTR No. 21045845A / January 2, 2024 / Rizal  Roll of Attorneys No. 09250  IBP Lifetime Member No. 018532 / Rizal  MCLE Compliance No. VII-0023742



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

11 July, 2024

MR, EDWIN B, RIVERA VAKALER CONST. AND SUPPLIES Morong, Rizal

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to VAKALER CONST. AND SUPPLIES that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage at Brgy, Sipsipin, JulaJala, Rizal

effective July 17, 2024 (Wednesday).

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.

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 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 PROVINCIAL 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 Morone Brail
Proprietor/President/General Manager, Excess #27528 and herein represented by its of legal age, Filipino citizen, single/married, resident of Horung, Mary 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. 09, 54 2024 Reputry Renainting of Youras Multipurpose Covered Court and Stage at - Bray. Sipsipin, Joinfale, Stant WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence

the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the Milliam Finely the Thomas of the Hundred Thirty

Four Power and 55/100 (P 1-001-13/-55) ), Philippine Currency.

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

- I. The whole works subject matter of this Agreement shall be completed within ( 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. 09, 8, 2024
  - 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 One Million Ninety One Phonesus One Bundred Thirty Four Pesos and 55/100

(P 1,591,174,89 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

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.

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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.

Yakaler Construction & Supplies

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Bowin D. Hivera

Proprietor/Manager/President

By:

NINA RICCIA. YNARES

WITNESSES

LOLITAN DE GUZMAN

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A, YNARES

Passport No. P7689056B

September 24, 2031 Manila

Edwin B. Rivera

428-018-900

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

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

Repair/Repainting of Ynarcs Multipurpose Covered Court and Stage at Brgy. Sipsipin. Jalajala, Rizel

WITNESS MY HAND AND SEAL this \_\_\_\_\_day of \_
Capitol, Antipolo City.

Capaton, Amapoto City

Doc No. 382 Page No. 32 Book No. 1

Series 20 24.

ATTY ANNA MARIE L. BANTOS
NOTARY PUBLIC
for Angeno, Binerigonan & Cardona
BANTOS PROVINCE OF RIZAL
Valid unit the child of 2025

Valid infill trademass 23-969
Adm. Matter 23-969
Adm. Matter 23-969
-1R No. 21046648A7 January 2, 2024 / Rizz
Roll of Attorneys No. 09350
Roll of Attorneys No. 015832 / Rizzi

IDP Lintings Marshor No. 015832 / Rizul



# OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

11 July, 2024

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Morong, Rizal

Dear Engr. Villareman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS—that work may proceed on the Construction of Side Protection of Creek at M. Bellin St., Brgy. First District, JulaJalu, Rizal effective—July 17, 2024 (Wednesday).

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 RICCIAL YNAI

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

- X

# CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Lard Builders	, a sole proprietorship/private corporation, duly
	dic of the Philippines, with principal place of business
Proprietor/President/General Manager President	, and herein represented by its
citizen, single/married, resident of Baran, Ris	hereinafter referred to as the
WHEREAS, the PROVINCE declares that pursuant of the Sangguniang Panlalawigan Ordinan	certain infrastructure works should be constructed in ce No. 68. s. 2024 namely:

Construction of Side Protection of Creek at M. Bellin St., Brgy. First District, Jelujala, 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 7, 2024 , 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 Sixty Five Thousand Three Bundred Twenty

[B. 065 320 25 ), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within <a href="Sixty">51xty</a> (<a href="Go">GO</a>) 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. 08, a. 2024
  - 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 Coe Million Sixty Five Thousand Three Bundred Twenty Pesos and 25/100

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; | 3,
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Nineteen Thousand Five Hundred Ninety Six Pesos and 68/100 (P319,596.08)

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

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

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

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

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

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

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

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



\$

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 1 1 207 day of at Antipolo City.

RIZAL PROVINCIAL GOVERNMEN
By:
Provincial Governor 5 8
MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Place Date Valid ID Presented Name/Entity September 24, 2031 Manila Passport No. P7689056B HON, NINA RICCI A. YNARES 119-041-448 Renato Villaroman

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 Side Protection of Greek at N. Bellinst, Brgy. First District, Jalajala, Rizal

WITNESS MY HAND AND SEAL this	day of UL 1 1 2024	at Rizal Provincia
Capitol, Antipolo City.		

Doc No. \_ 373 Page No. Book No. Series 20 24.

ALTY ANNA MARIE L. SANTOS off in the PROVINCE OF RIZAL Valid until December 31, 2025 Adm: Matter 23-000 TR No. 21046845A / January 2, 2024 / 202 Roll of Attorneys No. 59250 Inp Lifetime Member No.010032 / R1-

NOLE Complimen by Wife



# NOTICE TO PROCEED

OFFICE OF THE GOVERNOR

11 July, 2024

ENGR. CARLOS S. GERONIMO CSGER CONSTRUCTION CORP. Rodriguez, Rizal

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORP. that work may proceed on the Construction of Handwashing Facilities at Brgy. Balite and Brgy. San Isidro, Montalban, Rizal effective July 17, 2024 (Wednesday).

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<sub>J</sub>C. YNA

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

715.37

# CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

CSSER Construction Corpo	ration , a sole pr	oprictorship/priva	ate corporation, duly
organized and existing under the laws or and office address at Red 1	the Republic of the Philip	pines, with princ	
Proprietor/President/General Manager, citizen, single/married, resident of	Rodrigues, Rizal		legal age, Filipino referred to as the
CONTRACTOR. WITNESSETH, That	14		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 09, s. 2024/08, s. 2024 namely:

Construction of Mandwashing Facilities at Brgy. Balite and Brgy. Sen Jeldro, Montalban, Rizal

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. 09, s. 2024/08, s. 2024
- 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 One Million Three Hundred Thirty Three Thousand Five Hundred Fourteen Pesos and DV/100 (P\_1,333,514.01 ),

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;

9889

- 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 Rundred Thousand Fifty Four Pesos and 20/100 (P 400.054.20)

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed partian for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them
  in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be

2

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.

4

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.

CSGER County notice Corporation

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Carlan Caronino

Proprietor/Manager/President

By:

NINA RICCIA. YNARES
Provincial Governor (

WITNESSES

LOLITA B. DE QUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANTIPOLO CITY Rise ) 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

Corlos Geronimo

009-082-732

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 Attiverning Familities at Brgy. Balite and Brgy. San Isidro, Montalban, Rizal

WITNESS MY HAND AND SEAL this \_ Capitol, Antipolo City. \_day del\_ 1 1 2024

at Rizal Provincial

Dec No. 375
Page No. 7c

Page No. 1.
Book No. 1.
Series 20 24

ATTY ANNA MARIE L. SANTOS
NOTARY PUBLIC
For Angono, Binangonan & Cardona
all in INNOTARY PUBLICAL

Valid until December 31, 2025 Adm. Matter 23-009

PTR No. 21945845A7 Jenuary 2, 2924 / Riss Roll of Atturneys No. 69250 ISP Liteting Member No. 019632 / Risol MCLE Compliance No. VII-9823742



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

11 July, 2024

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Morong, 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/Improvement of Ynares Multi-Purpose Covered Court at Brgy. Burgos, Montalban, Rizal

effective July 17, 2024 (Wednesday).

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 M. Y

Governor.

Lacknowledge receipt of this Notice on:

20.21

Authorized Signature:

Name of the Representative of the Bidder:

REMATO C. VILLAROMAN

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

	Builders		a sole proprie	torship/private corporation, duly
and office	existing under the address at Bi sident/General Ma	laws of the Republic of	the Philippines	with principal place of business herein represented by its of legal age, Filipino
	e/married, resident OR, WITNESSET	t of Baras, Risal H. That,		hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 09, 2024 namely:

Repair/Repainting/Improvement of Ynares Multipurpose Covered Court at Brgy. Burgos, Montalban, 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 Firty Str. (56) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - SP Ordinance No. 09, s, 2024
  - 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;
  - The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Hillion Ninety Six Thousand Four Hundred Pesos and 28/100

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Hundred Twenty Eight Thousand Nine Hundred Twenty Pesos and 08/100 (P928,920.08 )

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;
- 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.

5

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 UL 1 1 2024 day of at Antipolo City.

Lard Builders

Entity/Firm/Corporation

....

By:

Renato Villaronan

Proprietor/Manager/President

NINA RICCIA, YNARES
Provincial Governor &

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA B DE GUZMAN

MA, VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY PLAN 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

R nate Villareman

119-011-418

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

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

Repair/Repainting/Improvement of Ynares Hultipurpose Covered Court at Brgy. Burgon, Montalban, Risal

WITNESS MY HAND AND SEAL this \_

day of

UL 1 1 2024

at Rizal Provincial

Capitol, Antipolo City.

Doc No. 372 Page No. 74

Book No. 1

Series 20,24

ATTY ANNA MARIE L. SANTOS NOTARY PUBLIC TOLANGE DINNINGER & CONTON

Valid until December 31, 2025

Adm. Matter 23-009
PTR No. 21048945A7 January 2, 2024 / Rizz
Roll of Attorneys No. 69250
IBP Liletine Member No.018692 / Rizel

MCLE Compliance No. VII-5023742



# NOTICE TO PROCEED

OFFICE OF THE GOVERNOR

11 July, 2024

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

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONST. & TRADING—that work may proceed on the Asphalt Overlaying with Concrete Reblocking of St. Lukes St., King David Subd., Brgy. Burgos, Montalban, Rizal effective July 17, 2024 (Wednesday).

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

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

LAURA L. MARRON

## CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL 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 <a href="https://doi.org/10.1007/President/General Manager">https://doi.org/10.1007/President/General Manager</a>, <a href="https://doi.org/10.1007/President/General-Manager">https://doi.org/10.1007/President/General-Manager</a>, <a href="https://doi.org/10.1007/President/General-Manager">https://doi.org/10.1007/President/General-Manager</a>, <a href="https://doi.org/10.1007/President/General-Manager">https://doi.org/1

Aspholt Overlaying with concrete Heblocking of St. Lukes Ht., King David Subde, Beggs Danger, Montalben, Minel

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 10-ty (86) 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. 09, a. 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 One Hilliam Four Hundred Seventy Fight Thousand Seven Eundred Seventy Three Feron and 38/400 (P 1,478,775.28 ),

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;

- Allum

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Forty Three Thousand 31x Hundred Thirty Two Peggs and 01/100 (P463-632-01

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

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

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

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

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

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.

benefit derived from the act or acts in question or both at the discretion of the Courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this JUL 1 1 2024 of at Antipolo City. rrep Construction & Trading RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: ours L. Marron NINA RICCUA, YNARES Provincial Governor 1 & Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA A. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY Angeno, Film BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity Passport No. P7689056B September 24, 2031 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.

#36-059-376

Laura Le Heaville

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:

Asphalt Overlaying with Concrete Asblocking of St. lukes 590, Ming David Subda. Braye Surges, Montalban, Signi

David Subdas Brays Burgos, Hontalban, Siend	
WITNESS MY HAND AND SEAL thisday ofJUL 1 1 2024	a Rizal Provincial
Capitol, Antipolo City.	ARIE L BANTOS
LIOC NO Bins	ry PUBLIC Lingonan & Cordona
Book No. 1 Marian Vol	VINCE OF RIZAL PLANTAGE 2025 atter 23-009
PTR No. 21045645A Roll of Attor	/ January 2, 2024 / Rize neys No. 69250 ber No.016632 / Fezal see No. VII-0023742



# OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

11 July, 2024

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

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONST. & TRADING—that work may proceed on the Asphalt Overlaying with Concrete Reblocking of Various Road (Road lot 1, Road lot 3, Road lot 5, Road lot 8 and Road lot 9) at Montavilla Subd., Phase 1, Brgy. Burgos, Montalban, Rizal offective—July 17, 2024 (Wednesday).

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

NINA RICCI & YNARE

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

LAURA L. MARRON

## CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of			ate corporation, duly loal place of business
and office address at Bins Proprietor/President/General Manager.	mgonan, Rizal	and herein r	epresented by its
citizen, single/married, resident of CONTRACTOR. WITNESSETH, That,	Binangonan, Rizal		referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 09, #\* 2024 namely:

Asphalt Overlaying with Concrete Reblocking of Various Road (Road lot 1, Road lot 3, Road lot 5, Road lot 8 and Road Lot 9) at Montavilla Subdivision, Phase 1, Brgy. Burgos, Montalban, Rizal

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

Winety Seven Pesos 8 65/100 (P 5,007, 297, 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 Ninety calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 09, s. 2024
- 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 Five Million Seven Thousand Two Hundred Winety Seven Pesos & 65/100

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;

- NO

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Five Hundred Two Thousand One Hundred Eighty Nine Pesos & 30/100 (P 1.502.189.30 )

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have bereunto signed this Agreement this \_\_\_\_\_\_ day at Antipolo City.

L.L. MARRON CONSTRUCTION & TRADING Entity/Firm/Corporation

By:

Proprietor/Manager/President

NINA RICCIA. YNARES Provincial Governor ( 8

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYON

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

LAURA L. MARRON

TIN No. 236+059-376

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

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

Asphalt Overlaying with Concrete Reblocking of Various Road ( Road Lot 1, Road Lot 3, Road Lot 5, Road Lot 8 and Road Lot 9) at Montavilla Subdivision Phase 1. Bray. Burgos, Montalban, Rizal WITNESS MY HAND AND SEAL this JUL 1 1 2024, at Rizal Provincial

Capitol, Antipolo City.

Doc No. 3.5

Page No. 74 Book No.

Series 20 244.

TY, ANNA MARIE L. SANTOS NOTARY PUBLIC

HAROPORAN & Cardona

Valid until December 31, 2025 Adm. Matter 23-009

PTR No. 21046845A / January 2, 2024 / Riza Roll of Attorneys No. 69250 IEP Lifetime Member No.016632 / Rizal

MCLE Compliance No. VII-0923742



# OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

11 July, 2024

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

Dear Mr. Alejandro:

The attached Contract Agreement having been approved, notice is hereby given to ALE-J CONSTRUCTION & TRADING—that work may proceed on the Construction of 2-Storey Yuares Multi-Purpose Bldg. at Southville 8B Phase 3, Brgy. San Isidro, Montalban, Rizal

effective July 17, 2024 (Wednesday).

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 RICO

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Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

EDDORIGO, C. ALEJANDRO

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIA	L GOVERNMENT OF	RIZAL, a local govern	ament unit, duly organized
and existing under Republi	lic Act No. 7160, with se	at of government at th	e Rizal Provincial Capitol,
Circumferential Road corne	er P. Oliveros St., Brgy. St	in Roque, Antipolo City	, represented in this act by
			herein referred to as the
PROVINCE; and	7/		

ALE-J CONSTRUCTION & TRADING	, a sole proprietership/private corporation, duly
organized and existing under the laws of the Re	epublic of the Philippines, with principal place of business
and office address at Rodriguez.	Rizel and herein represented by its
Proprietor/President/General ManagerENGR.	TEODORICO C. ALEJANDRO , of legal age, Filipino
citizen, single/married, resident of Rodri	iguez, 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. 09, #, 2024 namely:

# Construction of 2-Storey Yneres Multi-Purpose Building at Southville 8B Phase 3, Brgy. San Isidro, Montalban, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 07 June 2024, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Five hundred Five Thousand

Ninety Seven Pesos & 54/100 (P4,505,097.54), Philippine Currency.

Transport reads & September (P4, 305, 057-54 ), ramppine Carrency

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

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred Sixty (160) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 09, 8, 2024
  - 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 Five Hundred Five Thousand Ninety Sevent Pesos & 54/100

4,505,097

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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;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Three Hundred Fifty One Thousand Five Hundred Twenty Mine Pesos & 26/100 (P 1, 351, 529, 26 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this JUL 1 1 and of at Antipolo City.

ALE-J CONSTRUCTION & TRADING

Entity/Firm/Corporation

By:

By:

ENGR. THORORICO C. ALEJANDRO

Proprietor/Manager/President

Provincial Governor ( 8

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO GRIVO, Rizal

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 Manifa

ENGR. TEODORIOD C. ALEJANERO TIN No. 910-062-673

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

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

> Construction of 2- Storey Ynares Multi-Purpose Building at Southville 8B Phase 3, Brgy. San Isidro, Montalban, Rigal

WITNESS MY HAND AND SEAL this 111 1 1 1994 of Capitol, Antipolo City.

Doc No.

Page No. Book No.

Series 20 2L

at REM Provincial ATTY ANNA MARKEL SANTOS NOTARY PUBLIC

for Angono, Binangonan & Cardona of in the PROVINCE OF RIZAL

NO PARY PUBLICATION Adm. Matter 23-009 PTR No. 21046845A / January 2, 2024 / Riza

Roll of Attorneys No. 69250 IBP Lifetime Member No. 016832 / Rizal MCLE Compliance No. VII-0023742



#### NOTICE TO PROCEED

11 July, 2024

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

Dear Ms. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to DIAMOND BLESSED CONSTRUCTION that work may proceed on the Improvement of Ynares Multi-Purpose Covered Court at Southville 8B Phase 5, Brgy. San Isidro, Montalban, Rizal

effective July 17, 2024 (Wednesday).

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 ANARE

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

MARIA VICTORIA H. SAGUN

#### KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
Circu its P	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Capitol imferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by ROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the VINCE; and
Propr citize	MOND HIPSSED CONSTRUCTION  a sole proprietorship/private corporation, duly nized and existing under the laws of the Republic of the Philippines, with principal place of business office address at Montalban, Rizal and herein represented by its ietor/President/General Manager, MA, VICTORIA H, SAGUN of legal age, Filipines, single/married, resident of Montalban, Rizal hereinafter referred to as the TRACTOR. WITNESSETH, That,
pursu	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in ant of the Sangguniang Panlalawigan Ordinance No. 09, 8, 2024 namely:
	Improvement of Ynares Multi-Purpose Covered Court at Southville 8B Phase 5, Brgy. San Isidro, Montalban, Rizal
Bid in the co- follow in cor	dertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive a public bidding held last 07 June 2024 , has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the wing standards set forth in the bid documents, approved plans, program of works and specification insideration of the amount of One Million Five Hundred Seventy Thousand ne Hundred Pesos & 46/100 (P 1,570,900.46 ), Philippine Currency.  NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
hereb	y agree as follows:
Contr 2016	<ol> <li>The whole works subject matter of this Agreement shall be completed within Fifty Six (_56_) calendar days, in accordance with the provisions of the Bidments, Approved Plans, Program of Works and Specifications, General and Special Conditions of act, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated with and incorporated herein by way of reference, namely:</li> </ol>
	a. SP Ordinance No. 09, s. 2024 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 hereby covenants with the PROVINCE to construct and complete the infrastructure works subject Agreement in conformity with the province of the Contract:

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Five Hundred Seventy Thousand Nine Hundred 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,

(P 1,570,900.46

8 46/100

- 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 Huxdred Seventy One Thousand Two

  Hundred Seventy Pasce & 14/100

  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;
- 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 UL 1 1 202 ay of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT DIAMOND BLESSED CONSTRUCTION Entity/Firm/Corporation By: By: MA. VICTORIA H. SAGUN Provincial Governor Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO Chrobno, Rizal

BEFORE ME, a Notary Public for and in Angosio Olympersonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A, YNARES

Passport No. P7689056B

September 24, 2031 Manila

MA. VICTORIA H. SAGUN

TIN No. 193-083-270

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

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

Improvement of Ynames Multi-Purpose Covered Court at Southville &B Phase 5, Brgy. San Isidro, Montalban, Rizal

WITNESS MY	HAND	AND	SEAL	this	day	of	JUL	1 1 20	44 , at	Riang Broying inl
Capitol, Antipolo City.									(	, MAG
									-	

Doc No. Page No.

Book No. Series 20 21 ATTY, ANNA MARIE L. BANTOS NOTARY PUBLIC

for Adjust Albington A Cardona all in the PROVINCE OF RIZAL Valid until December 31, 2025

Adm. Matter 23-009 PTR No. 21045645A / January 2, 2024 / Riza Roll of Attorneys No. 89250

IEP Lifetime Member No.015632 / Rizat MCLE Compliance No. VII-0023742



#### NOTICE TO PROCEED

11 July, 2024

MR. TEODORICO L. CONTRERAS CLM GENERAL CONTRACTOR & SVCS., INC. Pasig City

Dear Mr. Contrents:

The attached Contract Agreement having been approved, notice is hereby given to CLM GENERAL CONTRACTOR & SVCS., INC. that work may proceed on the Construction of Roadway Lightings at Eastwood Residences

Phase 4, Brgy, San Isidro, Montalban, Rizal

effective July 17, 2024 (Wednesday).

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 AL YNAI

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

TEODORIGO L. CONTRERAS

), Philippine Currency.

(P 5,469,007.40

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

CLM GENERAL CONTRACTOR & SERVICES, INC. , a sole proprietorship/private corporation, organized and existing under the laws of the Republic of the Philippines, with principal place of but and office address at <a href="Pasig City">Pasig City</a> , and herein represented by Proprietor/President/General Manager, <a href="TEODORICO L. CONTREPAS">TEODORICO L. CONTREPAS</a> , of legal age, Fi citizen, single/married, resident of <a href="Pasig City">Pasig City</a> , hereinafter referred to a CONTRACTOR. WITNESSETH, That,	sines: it: lipino
WHEREAS, the PROVINCE declares that certain infrastructure works should be construct pursuant of the Sangguniang Panlalawigan Ordinance No09, s. 2024	
Construction of Rosdway Lightings et Esstwood Residences Phase 4, Brgy. San Isidro, Montalban, Rizal	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compete to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsibilities and binds itself to under the construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specific in consideration of the amount of Five Hillion Four Bundard Sixty Nine Thousand	ertaka th the cation

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

(15,469,007,40

1. The whole works subject matter of this Agreement shall be completed within Sixty Four (64 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 09, s. 2024
   b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule

Seven Pasos & 40/100

- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- i. Addenda and Supplemental Bulletin
- Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Million Four Hundred Sixty Nine Thousand Seven Pesos & 40/100

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

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

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

Seven Homorad Two Pesos & 22/100 (P 1,640,702,22)

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 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 10 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 question or both at the	discretion of the Courts.	6
the appropriate court of the City of	Antipolo, with the exclu-		JUL 1 1 2024
	the parties have hereum Antipolo City.	to signed this Agreement thi	sday of
CLM GENERAL CONTRACTOR & S Entity/Firm/Corporation	ERVICES INC. RI	ZAL PROVINCIAL GOVE	RNMENT
Ву:	Ву	. 01	
TEODORIEO I. CONTRERAS		NOV. TOTAL NOV.	RES
Proprietor/Manager/President		NINA RICCI A. YNA Provincial Governo	and the same
LOLITA B. DE GUZMAI	WITNESSES	MA, VICTORIE B. 1	TEJADA
NO	TARIAL ACKNOWL	EDGMENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITYO, RIZAL ) S			
BEFORE ME, a Notary Pul	blic for and in Antipolo,	Chargersonally appeared the	following
Name/Entity	Valid ID Present	ed Date	Place
HON, NINA RICCI A, YNARES	Passport No. P76890	56B September 24, 2031	Manila
TEODORICO L. CONTRERAS	TIN No. 009-563	i=744	
All known to me and to me	known to be the same p	erson/s who executed the for	egoing instrument

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 Roadway Lightings at Eastwood Residences Physe 4, Brgy. San Isidro, Montalban, Rizal

Brgy. Sen Isidro, Montalban, Rizal	20
WITNESS MY HAND AND SEAL this JUL 1 1 2024ay of	, at JABAI PROVINCIA
	NOTARY PUBLIC Ingono, Binangunan & Cardona
Series 20 24.	PYARRONING OF RIZAL and until Occamber 31, 2025 Adm. Matter 23-009
	21046845A / January 2, 2024 / Rizz Roll of Attorneys No. 69250

MCLE Compliance No. 911-0023742



#### NOTICE TO PROCEED

11 July, 2024

MR. BIEN ANTHONY I. BAUTISTA BETH & BERON CONSTRUCTION Binangonan, Rizal

Dear Mr. Bautista:

The attached Contract Agreement having been approved, notice is hereby given to BETH & BERON CONSTRUCTION (that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Ortigas Greenheights Subd., Brgy. San Isidro, Taytay, Rizal effective July 17, 2024 (Wednesday).

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 RICCA Governor

I acknowledge receipt of this Notice on:

7-12.24

Authorized Signature:

Name of the Representative of the Bidder.

BIEN ANTHONY I, BAUTISTA

## CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL 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. 08, 9, 2024 namely:

Construction/Provision of Wash Facilities (Water Sanitation & Hygiene) at Ortigas Greenheights Subdivision, Brgy. San Isidro, Taytayu Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 07 June 2024 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Three Bundred Fifty Thousand

Five Hundred Seventy Eight Pesos 6 57/100 (P 1,350,578,57), Philippine Currency.

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

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

  (64) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - SP Ordinance No. 08, s. 2024
  - 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 Three Hundred Fifty Thousand Five Hundred Seventy Eight 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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 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Four Hundred Five Thousand One Hundred Seventy Three Pesos & 57/100 (P 405,173.57)

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

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

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

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

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

at Antipolo City.

BETH & BERON CONSTRUCTION Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

NINA RICCIA

By:

Proprietor/Manager/President

WITNESSES

By:

LOLIDA B. DE KUZMAN

MA. VICTORIA B. TEJADA

Provincial Governor ( &

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO-OLIONO, Rizal

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

BIEN ANTHONY I. BAUTISTA

TIN No. 264-212-341

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/Provision of Wash Facilities (Water Sanitation & Hygiene) at Ortigas Greenheights Subdivision, Ergy. San Isidro, Taytay, Rizal

WITNESS MY HAND AND SEAL this JUL 1 1 2824 cay of Capitol, Antipolo City.

Doc No. 404

Page No. \_ Book No.

Series 20 24

ATTY, ANNA MARIE L. SANTOS

NOTARY PUBLIC for Angeno Binangenan & Cardona

Valid until December 31, 2025 Adm. Matter 23-009

PTR No. 21046845A / January 2, 2024 / Riza Roll of Attorneys No. 69250

IIIP Lifetime Member No.016632 / Rizal MCLE Compliance Na. VII-0023742



#### NOTICE TO PROCEED

11 July, 2024

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 Roadway Lightings at Brgy, Malaya, Pililla, Rizal effective July 17, 2024 (Wednesday).

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 RICCUATYNARI Governor

I acknowledge receipt of this Notice on:

7.12.24

Authorized Signature:

Name of the Representative of the Bidder.

GERALD KENN SJ. BILOG

## CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and e	entered into by and between:
and existing under Republic Act No. ' Circumferential Road corner P. Olivero	NMENT OF RIZAL, a local government unit, duly organized 7160, with seat of government at the Rizal Provincial Capitol, s St., Brgy. San Roque, Antipolo City, represented in this act by ON. NINA RICCI A. YNARES, herein referred to as the
organized and existing under the laws of and office address at Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That	eclares that certain infrastructure works should be constructed in
	Lightings at Brgy. Malaya, Pililla, Rizal
to undertake the above said infrastructure Bid in a public bidding held last <u>07</u> the construction and completion of the following standards set forth in the bid	OR, warranting that it has the financial and, technical competence re works, has been declared as the Lowest Calculated Responsive June 2024 , has accepted and binds itself to undertake above said infrastructure works strictly in accordance with the documents, approved plans, program of works and specification One Million Six Standard Thirty Fight Thomsand on 4 09/100 (1 1,538,498.09), Philippine Currency.
	in consideration of the foregoing premises, the parties hereto

- 1. The whole works subject matter of this Agreement shall be completed within ( 32 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 00 S 2024
     b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - b. Bid Security
  - 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 One Million Six Hundred Thirty Eight Thousand Four Hundred Minety Fight Pesos & 09/100
- Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

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

Five Hundred Forty Nine Pesos & 43/100 491,549,43

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
- 7. For the duration of the Contract, a Contractor's All Risk 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 TDV 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 o the appropriate court of the City of An	r suit out of the implementat tipolo, with the exclusion of	ion of this Agreement, any other courts.	, shall belong to
IN WITNESS WHEREOF, the	e parties have hereunto signe tipolo City.	d this Agreement this	JUL 11 HE OF
GKB BUILDERS Entity/Firm/Corporation	RIZAL PE	ROVINCIAL GOVER	NMENT
By:	By:	INA RICCIA VNAI	pre
Proprietor/Manager/President	N.	INA RICCLA, YNAI Provincial Governor	- Control of the Cont
6.	WITNESSES		
LOLIZA B. DE GUZMAN	N	IA. VICTORIA EL T	EJADA
NOT	ARIAL ACKNOWLEDGY	DENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S. ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public	ACT Description	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Piace
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
GERARD KERN S.J. BILOG	TIN No. 196-519-323		-
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 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 parti-	three (3) pages including this es hereto in each and every pag	page wherein this act ge hereof, refers to the	knowledgment is Agreement for:
Construction of Rosdway	Lightings at Brgy. M	slays, Pilille, R	izal

Construction of Rosdway Lightings at B	rgy. Malaya, Pililla, Rizal
WITNESS MY HAND AND SEAL this Capitol, Antipolo City.	day ofUL 1 1 2024, at Rizal Provincial
Doc No	NOTARY PUBLIC  for Angono, Binangonan & Cardona  NOTEARY PUBLIC  Valid until Decamber 31, 2025  Adm. Matter 23-009
	PTR No. 21046845A7 January 2, 2024 / Rizz Roll of Attorneys No. 69250 IBP Lifetime Member No.016532 / Rizzi



#### NOTICE TO PROCEED

11 July, 2024

ENGR. CARLOS S. GERONIMO CSGER CONSTRUCTION CORP. Rodriguez, Rizal

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORP. that work may proceed on the Improvement of 2-Storey 6-Rooms Ynares School Bldg, at Guinayang National High School at Brgy, Guinayang, San Mateo, Rizal effective July 17, 2024 (Wednesday).

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 RICCO Y YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder:

7.1224

REOS S. CERONIMO

## CONTRACT AGREEMENT

23

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

CSGER CONSTRUCTION CORPORATION	, a sole propri	etorship/private corporation, duly
organized and existing under the laws of		
and office address at Montalb	en, Rizel , and	herein represented by its
Proprietor/President/General Manager,	CARLOS GERONIMO	. of legal age, Filipino
citizen, single/married, resident of	Montalban, 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. 09, s. 2024 namely: Improvement of 2-Storey-6-Rooms Ynames School Building at Guinsyang National High School at Brgy. Guinsyang, San Mateo, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 07 June 2024 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Three Hundred Fifty Four Thousand Four Hundred Ninety Seven Pesos & 64/100 (P 2,354,497.64), 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 Fifty Six (56) 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. 09, 8, 2024
- 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:
- of this Agreement in conformity with the province of the Contract;

  3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
- Pesos & 54/100 (P 2, 354, 497, 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;

Seco

 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;

23

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Six Thousand Three Hundred Forty Nine Pesos & 29/100 (p.706, 349, 29)

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

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

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

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

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

8288

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this JUL 1 1 2004 of at Antipolo City.

C	SGER CONSTRUCTION CORPORATION	RIZAL PRO	OVINCIAL GOVERNMENT
	Entity/Firm/Corporation		
By:	10.8 0.	By:	20 20

Proprietor/Manager/President

NINA RICETA. YNARES Provincial Governor

WITNESSES

LOLITA R. DE GUZMAN

MA. VICTORIA BATEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLOGOTYO, 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

CARLOS GERONINO TIN No. 009-082-732

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

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

Improvement of 2-Storey-6 Rooms Ynares School Building at Guineyang, National High School at Brgy. Guineyang, San Mateo, Rizel

WITNESS MY HAND AND SEAL this Capitol, Antipolo City.	day of JUL 1 1 2024 at Rizal Provincial
Page No. 37 Page No. 37 Book No. 1 Series 2024	ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC for Angong, Pincopporus & Cardons oil in 100 PACAM/CUBL MIZAL Valid until Decumber 31, 2025 Azm, Matter 23-009 PTE No. 21046845A7, January 2, 2024 / Riza Roll of Attorneys No. 69250 ISP Lifetime Mamber No.016832 / Rizal MCLE Compliance No. Vit-9023742



#### NOTICE TO PROCEED

11 July, 2024

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Morong, 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 Multi-Purpose Covered Court and Stage and Improvement of Yuares School Bldg, at Brgy, Guinayang and Brgy, Maly, San Mateo, Rizal offective July 17, 2024 (Wednesday).

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

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

ENATO C. VILLAROMAN

## CONTRACT AGREEMENT

\_\_\_\_, of legal age, Filipino

hereinafter referred to as the

## KNOW ALL MEN BY THESE PRESENTS:

citizen, single/married, resident of

CONTRACTOR, WITNESSETH, That,

This AGREEMENT made and entered into by and between:

and existing under Republic Act No. 7160 Circumferential Road corner P. Oliveros St.	ENT OF RIZAL, a local government unit, duly organized b, with seat of government at the Rizal Provincial Capitol, Brgy. San Roque, Antipolo City, represented in this act by NINA RICCI A. YNARES, herein referred to as the
LARD BUILDERS	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the and office address at Baxas	Republic of the Philippines, with principal place of business

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 09, 8. 2024

Repair/Repainting of Multi-Purpose Covered Court and Stage and Improvement of Ynares School Building at Brgy. Guinayang and Bugy. Maly, San Mateo, Rigal

Bares, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>07 hme 2024</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 One Million Eight Hundred Six Thousand Seven Hundred Winety Eight Pers & 54/100 (P 1.80% 799.56 ), Philippine C

(P 1, 805, 799, 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 (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:
  - SP Ordinance No. 09, 8, 2024
  - b. Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidden/s two (2) bidding envelopes
  - 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 One Million Eight Bundred Six Thousand Seven Bundred Minety Fight Philippine Currency, in consideration of the construction and only upon completion of the infrastructure

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



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

24

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance 50/10/10 of PESOS Five Hundred Forty Two Thousand Thirty

(P 542,039.59

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

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

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



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

24

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 1 1 2007 of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT LARD BULLDERS Entity/Firm/Corporation By: By: LLAROMAN . YNARES Proprietor/Manager/President Provincial Governor ( 8 WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CATANO RIZE ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Piace Name/Entity Valid ID Presented Date

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.

TIN No. 119-041-448

Passport No. P7689056B

September 24, 2031

MCLE Compliance No. VII-0023742

Manila

HON, NINA RICCI A, YNARES

RENATO VILLAROMAN

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 Multi-Purpose Covered Court and Stage and Improvement of Ymares School Building at Bugy. Guinayeng and Bugy. Hely, San Mateo, Rizal

WITNESS MY HAND A	ND SEAL this 1 0824 of	at Rival Provincial
Capitol, Antipolo City.		()
Page No. 32 Book No. 1	for Angene	GTARY PUBLIC  Binangenan & Cardena  BINARY PEBLAZAL
Series 20 <u>21</u> .	PTR No. 21046 Roll of	III December 31, 2025 m. Matter 23-009 845A / January 2, 2024 / Riza Attorneya No. 89250
	IBP Lifetime	Member No.016832 / Rickl



## NOTICE TO PROCEED

OFFICE OF THE GOVERNOR

11 July, 2024

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

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONST. & TRADING—that work may proceed on the Asphalt Overlaying with Concrete Reblocking at Brgy. Guitnang Bayan I, San Mateo, Rizal effective—July 17, 2024 (Wednesday).

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 Covernment 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:

LKURA L. MARRON

# CONTRACT AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

L.L. MARKEN CONSTRUCTION & TRADING , a sole proprietorship/private corporation, organized and existing under the laws of the Republic of the Philippines, with principal place of but	duly
and office address at <u>Binangonan</u> , Rizel , and herein represented by Proprietor/President/General Manager, <u>LAURA I.</u> MARROW , of legal age, Fi	its
citizen, single/married, resident of Binangonen, Rizal , hereinafter referred to a CONTRACTOR. WITNESSETH, That,	s the
WHEREAS, the PROVINCE declares that certain infrastructure works should be construct pursuant of the Sangguniang Panlalawigan Ordinance No. 09, 2, 2024 nan	ted in nely:
With the Control of t	

Asphalt Overlaying with Concrete Reblocking at Brgy. Guitneng Beyen I, San Mateo, 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 Eighty (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. 09, 8, 2024
  - 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
    Two Million One Familied Fifty Three Thousand Seven Hundred Minety Eight
    Pesos \$ 25/100 (P.2.153.700.25),

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 Six Handred Forty Six Thousand Que Hundred Thirty Nine Pesos & 48/100 (p646,139.48

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;
- 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 UL 1 1 20 day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT L.L. MARROW CONSTRUCTION & TRADING Entity/Firm/Corporation By: NINA RICCI Provincial Governor [ 8 Proprietor/Manager/President WITNESSES MA, VICTORIA B, TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Name/Entity Valid ID Presented Date HON, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Manila LAURA L. MARRON TIN No. 236-059-376 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Asphalt Overlaying with Concrete Reblocking at Brgy. Guitnama Beyen I, San Mateo, Rizal

WITNESS MY HAND AND SEAL this day of

Capitol, Antipolo City.

Doc No. 34

Page No. 74

Book No.

Series 20 24.

or Angene Blowneyner & Sardona all IN Ma Are Vince OF RIZAL Valid until December 31, 2025 Adm. Metter 23-009 PTR No. 21046845A / January 2, 2024 / Rizo Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742

ATTY, ANNA MARIE L. SANTOS

NOTARY PUBLIC

at Rizal Provincial



#### NOTICE TO PROCEED

11 July, 2024

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Morong, Rizal

Dear Engr. Villareman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS—that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Bldg.(Brgy. Hall) at Brgy. San Andres, Tanay, Rizal effective July 17, 2024 (Wednesday).

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 RICOT LYNARE

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

O C. VILLAROMAN

## CONTRACT AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERN	MENT OF RIZAL	, a local govern	ment unit, duly	organized
and existing under Republic Act No. 7	160, with seat of g	overnment at the	Rizal Provinci	al Capitol,
Circumferential Road corner P. Oliveros	St., Brgy. San Roqu	ue, Antipolo City	, represented in	this act by
its PROVINCIAL GOVERNOR, HO	ON, NINA RICCI	A. YNARES,	herein referred	to as the
PROVINCE; and				

organized and existing under the laws of and office address at BARAS,		ppines, with principal place of business and herein represented by its
Proprietor/President/General Manager,		
citizen, single/married, resident of	Baras, Rizel	, hereinafter referred to as the
		ructure works should be constructed in
pursuant of the Sangguniang Panlalawig	an Ordinance No. 09,	#. 2024 namely:

Ropair/Repainting of Ymeras Multi-Purpose Building (Bray. Hell) ot Ergy. San Andres, Tenny, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 07 June 2024 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Hine Hundred Tetrty Four Thousand Two Hundred Eighty Eight Peros 6 09/100 (P934, 288,09 ), Philippine C ), Philippine Currency.

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

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

- SP Ordinance No. 09, 9, 2024
- b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- b. Bid Security
- Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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 bline bundred Thirty Four Thousand Two Hundred Eighty Eight Peeos & 09/100

(P 934, 288, 09 Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

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

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE; (Not Applicable)
- 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 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 UL 1 1 2024 day of at Antipolo City. LARD BUILDERS RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: NINA RICCIA, YNARES RENATO VILLARGMAN Provincial Governor/ & Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY O. R. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Name/Entity Valid ID Presented Date HON, NINA RICCI A. YNARES September 24, 2031 Passport No. P7689056B Manila TIN No. 119-041-448 RENATO VILLAROMAN All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/Repainting of Ynares Multi-Purpose Building (Brgy. Hall) at Brgy. San Andres, Tanay, Rizal WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_JUL 1 1 2024 , at Rigat Provincial Capitol, Antipolo City. Doc No. \_ 374 ATTY ANNA MARIEL SANTOS Page No. 20 NOTARY PUBLIC TASSTA DANGER BY A Cardona mi in the PROVINCE OF RIZAL Valid until December 31, 2025 Book No.

Adm. Matter 23-009 PTR No. 21048845A / January 2, 2024 / Riza

Roll of Attorneya No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Complished No. VII-0023742

Series 20 24.



#### NOTICE TO PROCEED

11 July, 2024

MR. TEODORICO L. CONTRERAS CLM GENERAL CONTRACTOR & SVCS., INC. Pasig City

Dear Mr. Contreras:

The attached Contract Agreement having been approved, notice is hereby given to CLM GENERAL CONTRACTOR & SVCS., INC. that work may proceed on the Construction of 12 x 24m Ynares Multi-Purpose Covered Court at Coyambay Elem. School Brgy. Cuyambay, Tanay, Rizal effective July 17, 2024 (Wednesday).

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 RICETA, YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

TEODORICO L. CONTRERAS

# CONTRACT AGREEMENT

# 2

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of and office address at	the Republic of the Philippine	es, with prin	represented	of business
Proprietor/President/General Manager, citizen, single/married, resident of	TECHORICO L. CONTRERA	S , o	f legal age	Filipino
CONTRACTOR. WITNESSETH, That,		*/////////		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 09, s. 2024 namely:

Construction of 12 x 24m Ynares Multi-Purpose Covered Court at Cuyambey Elementery School, Brgy. Cuyambey, Tensy, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 07 June 2024 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Three handred Thirty One Thousand Nine Pesos & 77/100 (P 4,331, (XP,77)), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred Forty Eight (148) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - SP Ordinance No. 09, 8, 2024
  - 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;
    - The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Three Hundred Thirty One Thousand Nine Pesos & 77/100

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 Million Two Hundred Ninety Nine Thousand Three Hundred Two Pesos & 93/100 (PL, 299, 302, 93)

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

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

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

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

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

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

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

27

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	n question or both at the discret	ion of the Courts.	
the appropriate court of the City of	or sult out of the implementat Antipolo, with the exclusion of	any other courts.	
IN WITNESS WHEREOF,	the parties have hereunto signe Antipolo City.	d this Agreement this	day of
CIM GENERAL CONTRACTOR & SEE Entity/Firm/Corporation	RVICES ING. RIZAL PR	ROVINCIAL GOVER	NMENT
By:	By:		
Proprietor/Manager/President	N	INA RICCI A. YNAI Provincial Governor	
Y /	WITNESSES		
LOLITAB, DE GUZMAI	N N	IA. VICTORICE T	EJADA
No	TARIAL ACKNOWLEDGM	TENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITYO  ) S.	3)		
BEFORE ME, a Notary Pul	olic for and in Antipolo City, pe	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
TEODORICO L. CONTRERAS	TTN No. 009-565-744		
All known to me and to me and acknowledgment that the same respectively present.	known to be the same person/s is their free voluntary act and		
This instrument, consisting of written and has been signed by the particular transfer of the particula	of three (3) pages including this rties hereto in each and every pag		
Cuyambey Elementary S	24m Ynares Multi-Purpose chool, Brgy. Cuyambay, 1	Senay, Rizal	
WITNESS MY HAND AN Capitol, Antipolo City.	D SEAL thisday o		
Doc No. 380 Page No. 77		for Angeno, Bln	MARIE L. SANTOS RY PUBLIC MIDONAN & CARDONA NUMCE OF RIZAL
Book No. 1 Series 20 4.		NO KARY, RICE	VINCE OF RIZAL Lember 31, 2025 atlast 23-009

PTR No. 21048B45A7 January 2, 2024 / Ritor Roll of Attorneys No. 59259 IBP Lifetime Member No. 018632 / Rival MCLE Compliance No. VII-0021742



#### NOTICE TO PROCEED

11 July, 2024

MR. TEODORICO L. CONTRERAS CLM GENERAL CONTRACTOR & SVCS., INC. Pasig City

Dear Mr. Contreras:

The attached Contract Agreement having been approved, notice is bereby given to CLM GENERAL CONTRACTOR & SVCS., INC. that work may proceed on the Imprv. of Yuares Multi-Purpose Covered Court at Sitio Harangan, Brgy. Plaza Aldea, Tanay, Rizal effective July 17, 2024 (Wednesday),

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 RICOPAYNARES

Covernor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

TEODORICO L. CONTRERAS

## CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

OF OF THE CONTRACTOR & SERVICES INC. , a so organized and existing under the laws of the Republic of the	Philippines, with principal place of business
and office address at Pasig City Proprietor/President/General Manager, TECHORICO L. CO citizen, single/married, resident of Pasig City CONTRACTOR, WITNESSETH, That,	NIRERAS of legal age, Filipino hereinafter referred to as the
WHEREAS, the PROVINCE declares that certain in pursuant of the Sangguniang Panlalawigan Ordinance No.	
Improvement of Ynames Multi-Pumpose Cove Ergy, Plaza Aldes, Tansy, Rizal	ered Court at Sitio Harangan,
WHEREAS, the CONTRACTOR, warranting that it to undertake the above said infrastructure works, has been do Bid in a public bidding held last 07 June 2024 the construction and completion of the above said infrastruction following standards set forth in the bid documents, approved	clared as the Lowest Calculated Responsive , has accepted and binds itself to undertake cture works strictly in accordance with the I plans, program of works and specification
in consideration of the amount of Four Million Six Bun	dred Sixty Seven Thousand

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

(P4,667,009,65 ), Philippine Currency.

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

  - a. SP Ordinance No. 09, a. 2024
     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

- Nine Peses & 65/100

- 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 Four Million Six Hundred Sixty Seven Thousand Nine Pesos & 65/100

(P 4,667,009,65 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; 25/2
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Four Hundred Thousand One Hundred Two Pesos & 90/100 (P1,400,102.90 )

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

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

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

- 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 and of the City of Australa, with the evaluation of any other parets

and appropriate court of the City of	Anaposo, with the	exclusion of	my omer course	
IN WITNESS WHEREOF,	the parties have h Antipolo City.	ereunto signe	d this Agreement this	IIIL 1 1 200by of
CLM GENERAL CONTRACTOR & SE Entity/Firm/Corporation	RVICES INC.	RIZAL PR	ROVINCIAL GOVER	NMENT
By:		By:		
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Proprietor/Manager/President		N	Provincial Governor	The state of the s
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LOLITA B/DE GUZMAN	§	TM.	IA. VICTORIA D. T.	EJADA
( NO	TARIAL ACKN	OWLEDGM	IENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY AN				
BEFORE ME, a Notary Pul		ripolo City, pe		following
Name/Entity	Valid ID I		Date	Place
HON, NINA RICCI A. YNARES	Passport No. 1	P7689056B	September 24, 2031	Manila
TEODORICO L. CONTRERAS	TIN No. CO	9-565-744		
All known to me and to me and acknowledgment that the same respectively present.	known to be the s is their free volu	same person/s untary act and	who executed the fore	going instrument entity that they
This instrument, consisting of written and has been signed by the particle.				
Engy. Plaza Aldea, Ta		e Covered (	Court at Sitio He	rangen,
WITNESS MY HAND AN Capitol, Antipolo City.	D SEAL this	day o	f_JUL 1 1 2024 , at	Rizal Provincial
Doc No. 379 Page No. 77 Book No. 379 Series 20 44			ATTY, ANNA MARIE NOTARY PUB for Angeno, Elinarippon eli 100 y EBS PIGE valid intil Decembe Adm. Matter 23	ILIC IN & Cardona CACRIZAL ISS, 2025

FTR No. 21048845A / January 2, 2024 / Piler. Roll of Attorneya No. 68250 tan Linding Mamber No.016622 / Rizal MCLE Compliance No. VII-0023742



## NOTICE TO PROCEED

OFFICE OF THE GOVERNOR

11 July, 2024

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

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to L.L. MARRON CONST. & TRADING—that work may proceed on the Construction of Area Lightings at Aldea National High School, Brgy. Plaza Aldea, Tanay, Rizal effective July 17, 2024 (Wednesday).

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 RIOCTAL YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

LAURA L. MARRON

# 29

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of and office address at Mineral	f the Republic of the Philippin	es, with principa d berein repr	l place of business resented by its
Proprietor/President/General Manager, citizen, single/married, resident of	LAURA L. MARRON Binnasonen, Risel	, of le	gal age, Filipino
CONTRACTOR. WITNESSETH, Tha	4	=	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 19, 8, 2024 namely:

Construction of Area Lightings as Aldos National High School Bray. Plaza Aldea, Tensy, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 07 June 2024 ..., has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Six Handred Seventy Fight Thousand Seven Bundred Ninety Five Peros 6 64/100 (P 678,795.64), 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 href="Enerty">Enerty</a> (40) 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. 09, 8, 2024
  - 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 Bundred Seventy Eight Thousand Seven Bundred Minety Five Pesos 64/100 (P 676,795.64 ),

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 Two Hundred Three Thousand Siz Bundred

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE; (Not Applicable)
- 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;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 1 1 2024 day of at Antipolo City.

L.L. MARKON GREETRICFION Entity/Firm/Corporation	& TRADING RIZAL	PROVINCIAL GOVERNMEN	Γ
By: Musson  LAURA L. MARRON	By:	NINA RICCIA, YNARES	
Proprietor/Manager/President		Provincial Governor 1 &	
	WITNESSES		
LOLITA B. DE GUEMA	AN	MA, VICTORIA B. TEJADA	E
(		6	
N	OTARIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINI ANTIPOLO CITY	ES) S.S.		
	ublic for and in Antipolo City	personally appeared the following	ng
Name/Entity	Valid ID Presented	Date Place	83

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

LAURA L. MARRON TIN No. 236+059-376

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

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

Construction of Area Lightings at Aldes National High School,

Brgy. Plana Aldes, Temey, Risel	
WITNESS MY HAND AND SEAL this Capitol, Antipolo City.	day of JUL 1 1 2024, at Rizal Provincial
Doc No. 344 Page No. 75	ATTY ANNA MARIE L SANTOS NOTARY PUBLIC
Book No. / Series 20.24.	on the Province of Rizal  valid until December 31, 2025  Adm. Matter 22-009
	PTR No. 21046545A7 January 2, 2024 / Rizo* Roll of Attorneys No. 69250

MCJ F Complings No. VII-0023742