

## NOTICE TO PROCEED

04 April, 2024

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONST, AND SUPPLIES that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Sitio Lower Kilingan, Brgy. San Jose, Antipolo, City effective April 8, 2024 (Monday).

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

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

Very truly yours,

Lacknowledge receipt of this Notice on:

Authorized Signature:

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

# NTRACT 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,

its PR	isting under Republic Act No. 7100, with Scale of State o
V	AKALER CONSTRUCTION & SUPPLIES , a sole proprietorship/private corporation, duly
organiz and Proprie citizen	zed and existing under the laws of the Republic of the Philippines, with principal place of the Philippines, with place of the Philippines of the P
pursua	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in namely:
	Repair/Repainting of Yneres Multi-Purpose Covered Court at Sitio Lower Kilingan, Brgy. San Jose, Antipolo City
Bid in the co follow in cor	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence dertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive in a public bidding held last 1 March 2024 has accepted and binds itself to undertake instruction 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 Seven Hundred Seventy-Nine Thousand Six Pesos & (P 779,006.27 ), Philippine Currency.
hereb	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto y agree as follows:
Docu Contr	1. The whole works subject matter of this Agreement shall be completed within Forty-Five (45) calendar days, in accordance with the provisions of the Bid ments. Approved Plans, Program of Works and Specifications, General and Special Conditions of ract, 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:
7	a. SP Ordinance No. 30, 8, 2023 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</li> </ul>

- bidder/s two (2) bidding envelopes
- h. Bid Security
- Addenda and Supplemental Bulletin
- Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Hundred Seventy-Mine Thousand Six Pesos & 27/100

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 Two Hundred Thirty-Three Thousand Seven Bundred One Pesos & 88/100 (P 233,701.88

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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 Appliable)
- 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.

the appropriate court of the City of Antipolo, with the exclusion of any other courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this APR 1 4 2024 day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT YAKALER LOORSTRUCTION & SUFFLIES Entity/Firm/Corporation By By: EDWIN B. RIVERA Provincial Governor ( x Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ONO, REZEL ) S.S. BEFORE ME, a Notary Public for and in Antipoto City, personally appeared the following Place Valid ID Presented Date Name/Entity September 24, 2031 Passport No. P7689056B Manila HON, NINA RICCI A, YNARES ELWIN B. RIVERA TIN NO. 428-018-900 respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is

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

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 Covered Court at Sitio Lower

Kilingen, Brgy. Sen Jose, Antipolo City	
WITNESS MY HAND AND SEAL this Capitol, Antipolo City.	day of APR 0 4 2024 , at Rizal Provincial Rizal
Doc No. 149 Page No. 31 Book No. 1	ATTY, ANNA MARIE L. SANTOS  NOTARY PUBLIC Cardona  OF ARRESTA RY PUBLIC Cardona  OF ARRESTA RY PUBLIC CARDONA
Series 20 31.	Vittld until December 31, 2025 Adm. Matter 23-009 PTR No. 21040845A7 January 2, 2024 / Fliza Roll of Attorneys No. 69250 IEP Lautime Member No.016x32 / Rizat

MULTI Compliance No. VII-0023742



### NOTICE TO PROCEED

04 April, 2024

MR. GLENN C. ANORE ANORE CONSTRUCTION Biangonan, Rizal

Dear Mr. Anore:

The attached Contract Agreement having been approved, notice is hereby given to ANORE CONSTRUCTION—that work may proceed on the Concreting of Stars St., Constellation Subd., Brgy. San Isidro, Angono, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICCIX, YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

Commercia

NTP 03012024 #2

# 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
ANDRECONSTRUCTION , a sole proprietorship/private corporation, dul
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at <u>Binangonan</u> , Rizal , and herein represented by it Proprietor/President/General Manager, <u>GLENN ANORE</u> , of legal age, Filipine citizen, single/married, resident of <u>Binangonan</u> , 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. 30, 5, 2023 namely:
Concreting of Stare St., Constellation Subd., Brgy. San Isidro, Angono, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 1 March 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 Three Million Seventy-One Thousand Eight Hundred Pesos & 08/100 (P_3_071_800_08_), 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 One Hundred Twenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the
2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated

- herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 30, s. 2023
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Seventy-One Thousand Right Hundred Pesos & 08/100

(P 3,071,800.08 Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

 The CONTRACTOR warrants that 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 Mine Hundred Twenty-One Thousand Five Hundred Forty Pesos & 02/100 (P 921,540.02

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 senctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this APR 0 4 2024 day at Antipolo City. ANORE CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: NINA RICCI A. YNARES Provincial Governor & \* Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA LOLITA B. DE NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CAngono, Rizal ) S.S. BEFORE ME, a Notary Public for and in Appropriate Electronally appeared the following Place Valid ID Presented Date Name/Entity September 24, 2031 Munila HON, NINA RICCI A, YNARES Passport No. P7689056B GLENN ANDRE All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Concreting of Stars St., Constellation Subd., Brgy. San Isidro, Angono, Rizal WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_APR 0 4 2024, at Richig Broy ingital Capitol, Antipolo City. Doc No. 147 ATTY, ANNA MARIE L. SANTOS Page No. 35 NOTARY PUBLIC Book No. all in the PROVINCE OF RIZAL Series 20 24. Valle until December 31, 2025

Adm. Matter 23-009
PTR No. 21048845A / January 2, 2024 / Riza
Roll of Attorneys No. 89250
IBP Lifetime Member No.018632 / Rizal
MCLE Compilance No. VII-0023742



#### NOTICE TO PROCEED

04 April, 2024

MR. FRANCISCO G. SANTIAGO R.S.F. CONSTRUCTION Pasig City

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to R.S.F. CONSTRUCTION—that work may proceed on the Concreting of Sun St., Constellation Subd., Brgy. San Isidro, Angono, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

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## 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
R.S.F. Construction , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pasis City, and herein represented by its Proprietor/President/General Manager, FRANCISCO SANTIAGO, of legal age, Filipino citizen, single/married, resident of Pasis 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. 30, s. 2023 namely:
Concreting of Sun St., Constellation Subd., Brgy. San Isidro, Angono, Rizel
Conscienting or son pre; conscientation shore, prgy, san raidro, auguno, kirar

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 1 Narch 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 Seven Hundred Twenty-Six Thousand Five Hundred Ninety-Eight Pesos & 67/100 (P 2,725,598.67), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred (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:
  - SP Ordinance No. 30, 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
    Two Million Seven Hundred Twenty-Six Thousand Five Hundred Ninety-Eight
    Pesos & 67/100 (P 2,726,598.67 ).

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 Excht Hundred Seventeen Thousand Nine Hundred Seventeen Thousand Nine Hundred (P 817,979,60)

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

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

R.S.F. CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

FRANCESCO SANTIAGO

Proprietor/Manager/President

By:

NINA RICOA, YNARES

WITNESSES

LOLITA BY DEGUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CAPGONO, RUZU ) S.S.

BEFORE ME, a Notary Public for and in Anthole City Checkonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

FRANCISCO SANTIAGO

TIN NO. 213-720-700

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

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

Concreting of Sun St., Constellation Subd., Brgy. San Isidro, Angono, Rizal

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_day of APR 0 4 2024 , at Rizal Provincial Capitol, Antipolo City.

Doc No. 137 Page No. 33 Book No.

Series 20,24.

ATTY, ANNA MARRE L. SANTOS
NOTARY PUBLIC
Tor Anistron Representations
off in the PROVINCE OF RIZAL
Valid until December 31, 2025

PTR No. 21048845A / January 2, 2024 / Rizo Roll of Attorneys No. 89250 IBP Litetime Member No.616632 / Rizel MCLE Compilance No. VII-0023742



#### NOTICE TO PROCEED

04 April, 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/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Painaan Elem. School - Heroesville Annex, Brgy. Pinugay, Baras, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICCI A. YNARES

I acknowledge receipt of this Notice on:

J F 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 BUTLDERS	, a sole proprietorship/private corporation, duly
and office address at Morn	f the Republic of the Philippines, with principal place of business ong, Rizal , and herein represented by its
	Morong, Rizal , hereinafter referred to as the
	colores that certain infrastructure works should be constructed in an Ordinance No. 30, s. 2023 namely:
Construction/Provision of Wash Painsen Elementary School-Hero	r Facilities (Water, Semitation & Hygiene) at Desville Annex, Ergy. Pinugay, Baras, Rizal
WHEREAS, the CONTRACTO	R, warranting that it has the financial and, technical competence

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 1 March 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 Tures Hundred Sixty-Six Thousand Nine Hundred Ninety-One Pesos & 38/100 (P1.366.991.38 ), 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 Seventy-Six (76) 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. 30, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Three Hundred Sixty-Six Thousand Nine Hundred Minety-One Pesos & 38/100 (P1,366,991,38 ).

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 Four Hundred Ten Thousand Ninety-Seven Pesos (P 410,097.41

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

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

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

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



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



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

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

benefit derived from the act or acts in 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 GKB BUILDERS RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: NINA RICOTA, YNARES Provincial Governor ( x Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)
ANTIPOLO COSONO, Rizal ) S.S. BEFORE ME, a Notary Public for and in Appropoloftical personally appeared the following Place Valid ID Presented Date Name/Entity September 24, 2031 Manila Passport No. P7689056B HON, NINA RICCI A. YNARES GERALD KENN S.J. BILOG TIN NO. 196-519-323 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Painsan Elementary School-Heroesville Armex, Brgy. Pinugay, Bares, Rizel WITNESS MY HAND AND SEAL this \_\_\_\_\_\_ day of \_APR | 4 2024 at RADOPROGREGATION Capitol, Antipolo City. ATTY ANNA MARIE L SANTOS NOTARY PUBLIC Dec No. 137 for Angono, Binangonen & Cardons

NOTAR HOUSE OF RIZAL

Adm. Matter 23-009
PTR No. 21048345A / January 2, 2024 / Rizal
Roll of Atterneys No. 69250
IBP Lifetime Member No.015632 / Rizal
MCLE Compliance No. VII-0023742

Page No. 29 Book No. 1

Series 20 24



### NOTICE TO PROCEED

04 April, 2024

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONST, AND SUPPLIES—that work may proceed on the Repair/Repainting of NHA School Bldg, at Baras-Pinugay Elem.

School One Ynares Annex, Brgy, San Salvador, Baras, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICCYA, YNARES

I acknowledge receipt of this Notice on:

4.524

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 & SUPPL	IES , a sole p	roprietorship/private corporation, duly
organized and existing under the laws of th	e Republic of the Philip	ppines, with principal place of business
and office address at Morong,	Rizal ,	and herein represented by its
Proprietor/President/General Manager,	EDWIN B. RIVERA	, of legal age, Filipino
	Morong, Rizel	, hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 5, 8, 2023 namely:

Repair/Repainting of NHA SCHXXL Bldg. at Baras-Pinugay Elementary School One Yneres Annex, Brgy. San Selvador, Baras, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 1. March 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 Eight Bundwed Fifty-Two Thousand Seven Hunsland Thirteen Pesos 8 78/100 (P 1,852,713,78 ), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty-Four (64) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. RPSB Res. No. 5, s. 2023
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Eight Hundred Fifty-Two Thousand Seven Hundred Thirteen Pesos & 78/100 (P\_1,852,713.78 ).

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Fifty-Five Thousand Eight Hundred (P 555,814,13 Fourteen Pesos & 13/100

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

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

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

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

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

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

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR 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 APR 0 4 2024 day

## YAKALER CONSTRUCTION & SUPPLIES

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

ELWIN B. RIVERA

Proprietor/Manager/President

Bys

NINA RICCI A. YNARES

Provincial Governor J \*

WITNESSES

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO GLIYONO, 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

EDWIN B. RIVERA

TIN NO. 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 NHA School Bldg. at Baras-Piragey Elementary School One Yneres Annex, Brgy. Sen Salvador, Baras, Rizal

WITNESS MY HAND AND SEAL this APR 0 4 2024 Capitol, Antipolo City.

at Rizar Brovincial 201

Doc No. 148 Page No. 31 Book No. )

for Anguno, Binamponon & Cardona NOTARY PIBLICE OF RIZAL Valid until December 31, 2028 Adm. Matter 23-009

PYR No. 21046845A / January 2, 1024 / Rize Roll of Allomays No. 60200 IBP Lifetime Manibur No.010c32 / Filzal MICLE Compliance No. VII-0443742

Series 20 24.



## NOTICE TO PROCEED

04 April, 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, Pilapila, Binangonan, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

Governor/

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: GERALD KENN SJ. BILOG

## CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

pursuant of the Sangguniang Panlalawigan Ordinance No. 30, s. 2023

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

GKB BUILDERS	, a sole proprie	a sole proprietorship/private corporation, dub	
organized and existing under the laws of and office address at Mor	the Republic of the Philippines	with principal place of business herein represented by its	
Proprietor/President/General Manager, citizen, single/married, resident of	GERALD KENN S.J. BILOG	, of legal age, Filipino hereinafter referred to as the	
CONTRACTOR. WITNESSETH, That			
WHEREAS, the PROVINCE de	sclares that certain infrastructum	works should be constructed in	

## Construction of Roadway Lightings at Brgy, Pilapile, Binengonen, 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 1 March 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 Million Four Bundred Fifty-Three Thousand Nine Pesos & 71/100 (P 6,453,009.71), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Eighty (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. 30, 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;
  - The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Million Four Hundred Fifty-Three Thousand Nine Pesos & 71/100

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;

No

- 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 Nine Hundred Thirty-Five Thousand Nine Hundred Two Pesos & 91/100 (P1, 935, 902.91)

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. APR D 4 2024

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

GKB BUILDERS

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

GERALD KEIT

Proprietor/Manager/President

MA. YNARES Provincial Governor (- 8

WITNESSES

By:

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CERPONO. RIZZE ) S.S. S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

GERALD KENN S.J. BILOG

TIN NO. 196-519-323

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

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

## Construction of Roedway Lightings at Brgy. Pilapila, Binamgonan, Rizel

WITNESS MY HAND AND SEAL this	day of APR 0 4 2024, jat Riza neomacializa
Capitol, Antipolo City.	
	ATTY, ANNA MARIE L. SANTOS
Doc No. 142	NOTARY PUBLIC
Page No. 30	for Angono, Blassigonan & Cardona

Book No. Series 20 24

Vall OTARY PUBLIC 025 Acm. Matter 23-000 PTR No. 21046845A / January 2, 2024 / Rizn' Roll of Attorneys No. 69250 IBP Ulfulimo lifember No.016032 / Rizal MCLE Consiliance No. VII-0020742



#### NOTICE TO PROCEED

04 April, 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 Construction of Drainage Canal at Purok II Brgy, Sapang, Binangonan, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICCA & YNARES Governor 5

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

DAM

EDGARDO M. UBIADAS

# CONTRACT AGREEMENT -

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

and office address at Binangonan, R	zal, and herein represented by
Proprietor/President/General Manager, EDG	RDO M. UBIADAS, of legal age, Filipingonan, Rissl, hereinafter referred to as t

## Construction of Drainage Canel at Purok II, Brgy. Sapang, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 1 March 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 Six Hundred Seven Thousand Seven Hundred Four Pesos & 71/100 (P 2,607,704.71 ), 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="One Handred">One Handred</a> (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. 30, 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
    Two Million Six Hundred Seven Thousand Seven Hundred Four Pesos & 71/100
    (P 2,607,704.71 ).

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 Seven Hundred Eighty-Two Thousand Three (P 782, 311.41

Bundred Eleven Pesos & 41/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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



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



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

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

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

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

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

KIT UBIADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation

...

By: Othe

EDGARDO M. UBIADAS

Proprietor/Manager/President

By:

NINA RICCIA VNARES

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA DE DUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO (1990), Rizal ) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 M

EDGARDO M. UBIADAS

TIN NO. 008-410-689

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

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

Construction of Drainage Canal at Purok II, Brgy. Sapang, Binangonan, Rizal

WITNESS MY HAND AND SEAL this	day of APR 0 4 2024 , at Rizal Provincial
Capitol, Antipolo City.	Ahgono, Rizal
Doc No. 143	ATTY ANNA MARIE L. SANTOS NOTARY PUBLIC
Page No. 30	for Angono, Elitangolian & Cardona
Book No.	LIDTARY TUELS: RIZAL A
Series 20 <u>.24</u> ].	Adm. Matter 23-009

PTR No. 21045845A / January 2, 2004 / Rizo Roll of Attorneys No. 06250 IEP Lifetime Moniber No.018032 / Rizal MCLE Compliance No. VII-6023742



### NOTICE TO PROCEED

04 April, 2024

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

Dear Mr. Mesa:

The attached Contract Agreement having been approved, notice is hereby given to R.S. MESA COSNTRUCTION CORP. that work may proceed on the Construction of Covered Pathwalk/Waiting Area at Vicente Madrigal Integrated School, Brgy. Palangoy, Binangonan, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICCOM YNARE

Governor

I acknowledge receipt of this Notice on:

4024

Authorized Signature:

Name of the Representative of the Bidder:

# 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

R.S. MESA CONSTRUCTION CORP	ORATION , a sole proprie	torship/private corporation, duly
organized and existing under the laws o	the Republic of the Philippine	s, with principal place of business
and office address at Binan	goman, Rizal , and	herein represented by its
Proprietor/President/General Manager,	REGINALD MESA	
citizen, single/married, resident of _	Binengonen, Rizel .	hereinafter referred to as the
CONTRACTOR. WITNESSETH, That	4	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 5, 8. 2023 namely:

Construction of Covered Pathwalk/Waiting Area at Vicente Madrigal Integrated School, Brgy. Palangoy, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 1 March 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 One Hundred Sixty-Three Thousand Seven Hundred Ninety-Eight Pesos & 65/100 (P 2,163,798.65), 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-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. RPSB Res. No. 5, 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

Two Million One Hundred Sixty-Three Thousand Seven Hundred Ninety-Eight

Pesos & 65/100 (P\_2,163,798.65),

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Hundred Forty-Nine Thousand One Hundred Thirty-Nine Pesos & 60/100 (P 649,139.60 )

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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 APR 0 1, 2024 day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: Provincial roprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PREALIPPINES)
ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public for and in Antingon Sit Riggs sonally appeared the following Date Place Valid ID Presented Name/Entity September 24; 2031 Passport No. P7689056B Manila HON, NINA RICCI A. YNARES REGINALD MESA TIN NO. 004-712-730 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of Covered Pathwelk/Waiting Area at Vicente Madrigal Integrated School, Brgy. Palangoy, Binangonan, Rizal WITNESS MY HAND AND SEAL this \_\_\_\_\_day of \_\_APR 0 4 2024 at RiAngonopRikal Capitol, Antipolo City. ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC Doc No. 164 for Angono, Binangonan & Cardona

all in the PROVINCE OF RIZAL NEXT ANNOBLED DEC 1, 2025

Adm. Matter 23-009

PTR No. 21046845A / January 2, 2024 / Riza Roll of Attorneys No. 59250 IBP Lifetime Member No.016632 / Rizat MCLE Compliance No. VII-0023742

Page No. 31

Book No.

Series 20 2



## NOTICE TO PROCEED

04 April, 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 Multi-Purpose Covered Court & Stage at Janosa National High School, Brgy. Janosa, Binangonan, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours.

NINA RICCUAL YNARES

Governor (

I acknowledge receipt of this Notice on:

45.24

Authorized Signature:

Name of the Representative of the Bidder:

EDCARDO M URIADAS

# 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

KIT UBIADAS CONSTRUCTION CORPORATION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binangonan</u>, <u>Rizel</u> , and herein represented by its Proprietor/President/General Manager, <u>EDGARDO M. UBIADAS</u> , of legal age, Filipino citizen, single/married, resident of <u>Binangonan</u>, <u>Rizel</u> , 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. BPSB Res. No. 5, s. 2023 namely:

Repair/Repainting of Multi-Purpose Covered Court & Stage at Janosa National High School, Brgy. Janosa, Binangonan, 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 1 Narch 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 WILLION Eight Hundred Sixty-Seven Thousand

Sixteen Pesos & 74/100

(P 1,867,016.74 ), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Eighty=Eight (88) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. RPSB Res. No. 5, s. 2023
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Bight Hundred Sixty-Seven Thousand Sixteen Pesos & 74/100 (P\_1,867,016,74).

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 Thousand One Hundred Five Pesos & 02/100 (P 560.105.02 )

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.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this APR 0 4 2024 of at Antipolo City.

at Antipolo City	
KIT UBIADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation	RIZAL PROVINCIAL GOVERNMENT
By: Other	Ву:
Proprietor/Manager/President	NINA RICCI A YNARES Provincial Governors
: S 20	TNESSES
LOLITA DE SUZMAN	MA. VICTORIA B. TEJADA
NOTARIAL AC	CKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CIPPONO, RIZEI ) S.S.

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 Manila

EDGARDO M. UBIADAS TIN NO. 008-410-689

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

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

Repair/Repainting of Multi-Purpose Covered Court & Stage at Janosa National High School, Brgy. Janosa, Sinangonan, Rizal

School, Brgy. Jenose, Sinangonen, Rizel	
	Angono, Rizal
WITNESS MY HAND AND SEAL this	day of APR 1 4 2024 Rizal Provincial
Capitol, Antipolo City.	
Was a second sec	ATTY, ANNA MARIE L. BANTOS
Doc No. 144	NOTARY PUBLIC
Page No. <u>30</u>	for Angeno, Elinuigunan & Cardona
Book No	Valid chall December 37, 2025
Series 20 241.	Adhy, Mother 23-009
-M	PTR No. 21046846A1 Junuary 2, 2024 / Riza
	Floit of Attorneys No. 89250
	inter a structure of Secretary No. Oct 101322 / Street

MCLE Compliance No. VII-0023742



## NOTICE TO PROCEED

04 April, 2024

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

Dear Mr. Villarifia:

The attached Contract Agreement having been approved, notice is hereby given to MAK-JAMS CONSTRUCTION that work may proceed on the Repair of 1-Storey 3-Rooms Ynares School Bldg. at Casile Barrio School, Brgy. Kasile, Binangonan, Rizal

effective April 8, 2024 (Monday).

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

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

0-1:24

Very truly yours

NINA RICCUA, YNARES

Governor f

I acknowledge receipt of this Notice or

Authorized Signature:

Name of the Representative of the Bidder:

NTP 03012024 #10

# CONTRACT AGREEMENT |

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
MAK-JAMS CONSTRUCTION, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal , and herein represented by its Proprietor/President/General Manager, MICHAEL VILLARINA , of legal age, Filipine citizen, single/married, resident of Binangonan, Rizal , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 5, s. 2023 namely:
Repair of 1 Storey, 3 Rooms Ynares School Bldg. at Casile Berrio School, Brgy. Kasile, Binangonan, Rizal
Bid in a public bidding held last 1 March 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 Five Hundred Twenty-Eight Thousand Six Hundred Thirty-Eight Pesos 6 82/100 (P 2,528,638.82 ), Philippine Currency.  NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within Eighty (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. RPSB Res. No. 5, 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
<ol> <li>Notice of Award of Contract and the Contractor's Conformity thereto</li> </ol>
<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</li> </ol>

 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Five Hundred Twenty-Eight Thousand Six Hundred Thirty-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;

(P 2,528,638.82

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

& 82/100

Ab

 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;

 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Pifty-Eight Thousand Five

Hundred Ninety-One Pesos & 65/100 (P 758,591.65)

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 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 APR 1 4 2024 of at Antipolo City. MAK-JAMS CONSTRUCTION

MICHAEL

Βv

Proprietor/Manager/President

Entity/Pirm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI Governor S

WITNESSES

LOLITA B. 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

MICHAEL VILLARINA

TIN NO. 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 of 1-Storey, 3 Rooms Ymeres School Bldg. st Casile Barrio School, Brgy. Kesile, Binangenan, Rizal

WITNESS MY HAND AND SEAL this day of

APR | 4 2024

at Rizal Provincial

Capitol, Antipolo City.

Doc No. 151 Page No. 32 Book No. Series 20 24

ATTY, ANNA MARIE L. SANTOS MOTARY PUBLIC for Angeno, Itins nomin & Cardona all in the PROVINCE OF RIZAL NOTEARYORUBLICAT, 2025

Acim, \$554[er 23-009 PTR No. 210468494 / January 2, 2024 / Ric Roll of Adomeys No. 89250 HIP LUST IN MINDER NO DICELLA FORM MOLE Compliance Ho. VII-019374



## NOTICE TO PROCEED

04 April, 2024

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

Dear Mr. Fermindoza:

The attached Contract Agreement having been approved, notice is hereby given to FERMINDOZA BUILDERS & CONST, ENT, that work may proceed on the Construction/Provision of Wash Facilities and Repair/Repainting of Ynares Multi-Purpose Covered Court at Pasig, City and Brgy, San Isidro, Cainta, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours.

NINA RICCAA, YNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

MARK N. FERMINDOZA

# CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by 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

	rganized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Calata, Rizel , and herein represented by its
P	Proprietor/President/General Manager, MARIC FERMINDOZA , of legal age, Filipino
. 0	itizen, single/married, resident of Cointa, Rizel , hereinafter referred to as the
0	CONTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
p	ursuant of the Sangguniang Panlalawigan Ordinance No. 30, s. 2023 namely:
	Construction/Provision of Wash Facilities and Repair/Repainting of Ynares
	Multi-Purpose Covered Court at Parig City and Ergy. San Isidro, Cainte, Riza
	mater-runpess covered there are restly one bugy our assure, certical area
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
160	o undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
	Bid in a public bidding held last 1 March 2024 , has accepted and binds itself to undertake
110	to construction and completion of the above said infrastructure works strictly in accordance with the
	he construction and completion of the above said infrastructure works strictly in accordance with the
fi	ollowing standards set forth in the bid documents, approved plans, program of works and specification
fi	ollowing standards set forth in the bid documents, approved plans, program of works and specification of consideration of the amount of One Million Nine Hundred Thirty Thousand Seven Hundred
fi	ollowing standards set forth in the bid documents, approved plans, program of works and specification
fi	ollowing standards set forth in the bid documents, approved plans, program of works and specification of consideration of the amount of One Million Nine Bundred Thirty Thousand Seven Hundred Minety-Seven Pesos & 25/100 (P 1,930,797.25 ). Philippine Currency.
fi is	ollowing standards set forth in the bid documents, approved plans, program of works and specification of consideration of the amount of One Million Nine Hundred Thirty Thousand Seven Hundred Ninety-Seven Pescs & 25/100 (P 1,930,797.25). Philippine Currency.  NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
fi is	ollowing standards set forth in the bid documents, approved plans, program of works and specification of consideration of the amount of One Million Nine Hundred Thirty Thousand Seven Hundred Minety-Seven Pescs & 25/100 (P 1,930,797.25 ). Philippine Currency.
fi is	ollowing standards set forth in the bid documents, approved plans, program of works and specification of consideration of the amount of One Million Nine Hundred Thirty Thousand Seven Hundred Minety-Seven Pesce & 25/100 (P 1,930,797.25). Philippine Currency.  NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto ereby agree as follows:
fi is	ollowing standards set forth in the bid documents, approved plans, program of works and specification of consideration of the amount of One Million Nine Bundred Thirty Thousand Seven Hundred Minety-Seven Pesce & 25/100 (P 1,930,797.25). Philippine Currency.  NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto ereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within
fi is h	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto ereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within Seventy (70) calendar days, in accordance with the provisions of the Bid
fi is h	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto ereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within Seventy  (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of
fi is h	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto ereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within Seventy  1. The whole works subject matter of this Agreement shall be completed within Seventy  1. 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
fi is h	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto ereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within Seventy  1. The whole works subject matter of this Agreement shall be completed within Seventy  2. Company of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the Olf Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated
fi is h	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto ereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within Seventy  1. The whole works subject matter of this Agreement shall be completed within Seventy  1. 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
fi is h	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto ereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within Seventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 1016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated erewith and incorporated herein by way of reference, namely:
fi is h	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto ereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within Seventy  1. The whole works subject matter of this Agreement shall be completed within Seventy  2. Company of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the Olf Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated

- 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 Nine Hundred Thirty Thousand Seven Hundred Ninety-Seven Pesos & (P 1, 930, 797, 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 Five Hundred Seventy-Nine Thousand Two Hundred Thirty-Nine Pesos & 18/100 (P 579, 239.18 -

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.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this APR 0 4 2024 of at Antipolo City.

FERMINDOZA BUILDERS & CONSTRUCTION

ENTERPRISE

Entity/Firm/Corporation

By:

By:

MARE FERMINDOZA

Proprietor/Manager/President

NINA RICCIA, YNARES Provincial Governor \ &

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO/GITYIG, RIZE

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

MARK FERMINDOZA

TIN NO. 239-634-109

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

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

Construction/Provision of Wash Facilities and Repair/Repainting of Ynares Multi-Purpose Covered Court at Pasig City and Bury. San Isidro, Cainta,

WITNESS MY HAND AND SEAL this day of APR 1 4 2024

at Rizal Provincial

Capitol, Antipolo City.

Doc No. 156 Page No. 33 Book No.\_

Series 20 24

ATTY, ANNIA MORIE L. SANTOS NOTARY PUBLIC

NORARY PUBBLE: 5 Cardona all in the PROVINCE OF PIZAL Valid unit December 31, 2025

PTR No. 21046846A/ Jinnuary 2, 1024 / Riz-Raff of Allomoya No. 69250 IBP Ellettime Member No.019832 / Rizal MCLE Compliance No. VII-9025742

Adia, Matter 23-000



## NOTICE TO PROCEED

04 April, 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 Monte Vista Park Subd., Brgy. Sto. Niño, Cainta, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICO Governor (

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder: GERAEDKENN SJ. BHLOG

# 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

GKB BUILDERS		a sole proprie	torship/priva	ate corporat	tion, duly
organized and existing under the laws of and office address at Mozong Proprietor/President/General Manager, citizen, single/married, resident of	the Republic of Rizel	the Philippines and S.J. BILOG	, with princ herein r	ipal place of epresented legal age,	f business by its Filipino
CONTRACTOR, WITNESSETH, That,		Time.	5107, 6333511663	2.000,000,000,000	C. M.Z. 1110

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 30, 8: 2023 namely:

Construction of Roadway Lightings at Monte Vista Park Subd., Brgy. Sto. Nino, Ceinte, 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 1 March 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 One Thousand Nine Pesos 54/100 (P 4,501,009.54), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - SP Ordinance No. 30, 8, 2023
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
    - The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Five Hundred One Thousand Nine Pesos & 54/100

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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- 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 Thousand Three Hundred Two Pesos & 86/100 (P1,350,302.86

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 flealth 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 PR 0 4 2024 of at Antipolo City.

Entity/Firm/Corporation

By: By: By: NINA RICCI A YNARES
Proprietor/Manager/President WITNESSES

LOLITA H. DEGUZMAN MA, VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLOGRAPHO, Rizal ) S.S.

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

Name/Entity Valid ID Presented Date Place
HON, NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila
GERALD KENN S.J. BILOG TIN NO. 196-519-323

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

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

Construction of Roadway Lightings at Monte Vista Park Subd., Brgy. Sto. Nino, Cainta, Rizal

WITNESS MY	HAND	AND	SEAL	this	day of	at Alzgolfoy/Rigig
Capitol, Antipolo City.						

Doc No. 140
Page No. 29
Book No. J
Series 20 24.

ATTY APPARIANCE L. SANTOS
NOTARY PUBLIC
for Angolio PAR YAMABI RGrdoma
Bill in the PROVINCE OF RIZAL
Valid until December 31, 2025
Adm. Matter 23-009

PTR No. 21046845A / January 2, 2024 / Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



### NOTICE TO PROCEED

04 April, 2024

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONST. AND SUPPLIES—that work may proceed on the Construction (Extension) of Ynares Multi-Purpose Hall and Repair/Repainting of Comfort Room at Brgy. San Andres, Cainta, Rizal and Brgy. Pinugay, Baras, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICCIA, YNARES

I acknowledge receipt of this Notice on:

4.5.24

Authorized Signature:

Name of the Representative of the Bidder.

EDWIN B, RIVERA

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

YAKALER CONSTRUCTION & SUPPL	IMS , a sole p	roprie	torship/private corporation, duly
organized and existing under the laws of tand office address at Mozorig, Proprietor/President/General Manager,	Rizel	and	herein represented by its
citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,			hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggoniang Panlalawigan Ordinance No. 30, s. 2023/RPSB Res. No. namely: 5, s. 2023

Construction (extension) of Ynares Fulti-Purpose Hell and Repair/Repainting of Comfort Room at Brgy. San Andres, Cainta, Rizal and 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 1 March 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 Four Hundred Fifty-Four Thousand Seven Hundred Ninety-Eight Pases 4 66/100 (P 2,454,798.66 ), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred Two (102) 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. 30, s. 2023/RPSB Res. No. 5, 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
  - 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
Two Million Four Hundred Fifty-Four Thousand Seven Hundred Ninety-Eight
Pesos & 66/100 (P 2,454,798.66 ),

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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 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Thirty-Six Thousand Four Hundred

Thirty-Nine Pesos & 60/100 (P 736,439.60)

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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.

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. APR 0 4 2024 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_ day of at Antipolo City. YAKALER CONSTRUCTION & SUPPLIES RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: EDWEN B. RIVERA NINA RICCI & YNARES Provincial Governor ( \* Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLOGITATIO, Rizal BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Date Phoe Name/Entity Valid ID Presented September 24, 2031 Passport No. P7689056B HON, NINA RICCI A, YNARES TIN NO. 428-018-900 EDWIN B. RIVERA All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction (Extension) of Theres Multi-Purpose Hell and Repair/Repainting of Comfort Room at Brgy. San Andres, Cainte, Rizel and Brgy. Pinugay, Baras, Rizel

Doc No. 14-1
Page No. 3)
Book No. 1
Series 20 34.

for Animoti, Trinding on a Cardona all in the PROVINCE OF RIZAL Valid until Occumber 31, 2025
Artim. Motars 23-009

PYR No. 21046845A / Jenuary 2, 2024 / Rissi Roll of Allomoys No. 65950 ISP Lifetime Momber No.016533 / Rissi UCLF Compliance No. VII.0023742



### NOTICE TO PROCEED

04 April, 2024

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

Dear Mr. Villones:

The attached Contract Agreement having been approved, notice is hereby given to JILL CONSTRUCTION AND TRADING that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Subay Elem. School, Brgy. Subay, Cardona, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on:

45.24

Authorized Signature:

Name of the Representative of the Bidder:

GIL B VILLONES

# CONTRACT AGREEMENT |

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF I	RIZAL, a local government unit, duly organized
and existing under Republic Act No. 7160, with sea	
Circumferential Road corner P. Oliveros St., Brgy. Sar	n Roque, Antipolo City, represented in this act by
its PROVINCIAL GOVERNOR, HON. NINA R	ICCI A. YNARES, herein referred to as the
PROVINCE; and	
CONTRACT CONTRACTOR CO	

JILL CONSTRUCTION & TRAD organized and existing under the laws of the		proprietorship/private corporation, duly
and office address at Antipo	lo City ,	and herein represented by its
Proprietor/President/General Manager,	GIL VILLONES	, of legal age, Filipino
citizen, single/married, resident of	Antipole City	, hereinafter referred to as the
CONTRACTOR. WITNESSETH, That,		
WHEREAS, the PROVINCE decl	lares that certain infras	tructure works should be constructed in
pursuant of the Sangguniang Panlalawigan	Ordinance No. 30, 8	+ 2023 namely:

Repair/Repainting of Ynares Multi-Purpose Covered Court at Subay Elementary School, Brgy. Subay, Cardona, 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 Seventy (70) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - SP Ordinance No. 30, 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;
  - The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Hundred Sixty-Six Thousand Four Hundred Seventy Pesos & 11/100

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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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 Fifty-Nine Thousand Nine Hundred

(P 259,941.03 / Forty-One Pesos & 03/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE; (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."

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this APR [] 4 2004-40f at Antipolo City.

By

JIII	CONSTRUCTION	B-	TRADING
Ent	ty/Firm/Corporat	ior	i

RIZAL PROVINCIAL GOVERNMENT

Proprietor/Manager/President

NINA RICCIA. YNARES
Provincial Governor \$

WITNESSES

MA, VICTORIA B, TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO/GITY10. [R]

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RECCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

GIL VILLEES

TIN NO. 136-185-330

All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary not and deed as well as the entity that they respectively present.

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

Repair/Repainting of Ynares Multi-Purpose Covered Court at Subsy Elementary School, Broy. Subay, Cardona, Rical

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of APR 0 4 2024, at Rizal@Provincial\_\_\_\_ Capitol, Antipolo City.

Doc No. Page No. 32

Book No.\_ Series 20 24.

for MOTARY PUBLIC Cardona all in the PROVINGE OF RIZAL Valla until December 31, 2025 Adul, Mutter 23-000

PTR No. 21046845A7 January 2, 10247 Rise Roll of Allimotys No. (6259) ISP Lifeting Member Na.018032 / Rital

MCLE Compliance No. Vij-902-742



#### NOTICE TO PROCEED

04 April, 2024

MR. PAOLO OLIVER D. AQUINO DIAZ AQUINO CONST. CORP. Binangonan, Rizal

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to DIAZ AQUINO CONST. CORP. that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Malanggam-Calubacan, Cardona, Rizal

effective April 8, 2024 (Monday).

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

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

Very truly yours.

NINA RICCIAL YNARES

Governor

l acknowledge receipt of this Notice on:

4.5.24

Authorized Signature:

Name of the Representative of the Bidder.

PAOLO OLIVER D. AQUINO

#### 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

DIAZ ACUINO CONSTRUCTION CORPORATION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Binangonen</u>, Rizal , and herein represented by its Proprietor/President/General Manager, <u>PACID OLIVER D. ACUINO</u> , of legal age, Filipino citizen, single/married, resident of <u>Binangonen</u>, 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. 30, s. 2023 namely:

Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Malanggem-Calubecan, Cardons, 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 1 March 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 Four Hundred Six Thousand Nine Hundred Seventy-Four Pages & 10/100 (P 1.406. 974. 10 ), Philippine Currency.

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

- 1: The whole works subject matter of this Agreement shall be completed within Eighty (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. 30, s. 2023
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Four Handred Six Thousand Nine Handred Seventy-Four Pesos & 10/100

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;

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Twenty-Two Thousand Ninety-Two Pesos & 23/100 (P\_422,092,23)

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

- 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.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this APR 0 4 2024 day of at Antipolo City.

## DIAZ AQUINO CONSTRUCTION CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

PAGLO OLIVER D. AQUINO

Proprieto//Manager/President

Byr

NINA RICCI A VNARES
Provincial Governor ( \*

WITNESSES

LOLITAB. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CHEMOO, Right ) 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 Mar

PAOLO CLIVER D. AQUINO

TIN NO. 010-084-780

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 Covered Court at Ergy. Malanggam-Calubacan, Cerdona, Rizal

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_day\_of APR 0 4 2024 \_\_\_\_\_ at Rizal Provincial \_\_\_\_\_\_

Doc No. | 63 Page No. | 32

Book No. ) Series 20 🚁 ATTY, ANNA MARIE L. SANTOS NOTARY PUDLIC

for NOTARY PUBLIC Cardons
off in the PROVINCE OF RIZAL
Valid until December 31, 2025

Adm. Matter 23-009
PTR No. 21040645A7 January 2, 10247Fizm
Refl of Allomoye No. 60250
IBP Ulatima Maniber No.0164327 Fitzal

MCLE Compliance No. VII-0023742



# NOTICE TO PROCEED

04 April, 2024

MR. POCHOLO A. PASAY PA PASAY CONSTRUCTION Cardona, Rizal

Dear Mr. Pasay,

The attached Contract Agreement having been approved, notice is hereby given to PA PASAY CONSTRUCTION—that work may proceed on the Construction of Covered Pathwalk at Sampad Elem, School, Brgy, Sampad, Cardona, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

OCHOLÒ A. PASAY



# NOTICE TO PROCEED

04 April, 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 Cardona Senior High School, Brgy. Dalig, Cardona, Rizal

effective April 8, 2024 (Monday).

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

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

Very truly yours,

Governor (

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

JUAN 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., 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

PA PASAY CONSTRUCTIO	a sole proprie	torship/private corporation, duly
organized and existing under the laws of and office address at Cand		s, with principal place of business herein represented by its
Proprietor/President/General Manager,	POCHOLO PASAY	
citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,		hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordinance No. RPSB Res. No. 5, s. 2023 namely:

# Construction of Covered Pathwelk at Samped Elementary School, Brgy. Samped, Cardons, 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 1 March 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 Two Hundred Twelve Thousand Seven Hundred Twenty Pesos & 27/100

[P 1,212,720,27], Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. RPSB Res. No. 5, 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;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Two Hundred Twelve Thousand Seven Hundred Twenty Pesos & 27/100

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;

 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Sixty-Three Thousand Eight

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 discret	ion of the Courts.	: 10
Jurisdiction over civil case the appropriate court of the City of	s or suit out of the implementati Antipolo, with the exclusion of a	ny other courts.	shall belong to PR 0 4 2024
	, the parties have hereunto signed Antipolo City.	d this Agreement this	day of
PA PASAY CONSTRUCTION	RIZAL PR	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation			
By: African	By;	8/	
POCHOLO PASAY	N	NA RICCIA. YNAF Provincia Governor	
Proprietor/Manager/President		Provincia Governor	I.
/	WITNESSES		
1000		V	
LOLITA BODE GUZMA	N M	A. VICTORIA B. TI	EJADA
/~			
C No	OTARIAL ACKNOWLEDGM	ENT (	
REPUBLIC OF THE PHILIPPINE ANTIPOLO COPONO, Rizal )	(S) S.S.		
BEFORE ME, a Notary Pt	ublic for and in AhrigolocÇilişizal	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
POCHOLO PASAY	TIN NO. 149-308-718		
and acknowledgment that the sam respectively present.  This instrument, consisting	of three (3) pages including this	deed as well as the	entity that they
written and has been signed by the p			
Construction of Covered Pa Cardona, Rizal	themik at Sampad Elements	my sensor, mrgy.	Sampad,
WITNESS MY HAND A Capitol, Antipolo City.	ND SEAL this APR 0 4 2024ay o		RAFGROMBIZAL
Doc No. [6]		ATTY ANIAMATEL L.	d
Page No. 34 Book No. 1		tor Angelo TARY PUB	& Condona ERCZAL
GUME ING	1	BILLING PERSONNAL STA	1 000K

Valid until December 31, 2025

Adm. Midher 23-009 PTR No. 21040845A7 January 2, 2074 / Riza Roll of Attorneys No. 88250 BP Liettme Manber No.019632 / Rizal MOLE Compliance No. VII-892:742

Series 20 24.



# NOTICE TO PROCEED

04 April, 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 Cardona Senior High School, Brgy, Dalig, Cardona, Rizal

effective April 8, 2024 (Monday).

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

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

Very truly yours.

Governor S

acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

JUAN 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 sest 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. EUSEBIO ACE DEVELOPMENT CORPORATION a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Paris City, and herein represented by its Proprietor/President/General Manager, JUAN PAULO MIGUEL E. MANUAPIT of legal age, Filipino citizen, single/married, resident of Paris 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. RPSB Res. No. 5, s. 2023 namely:

Construction of Yneres Multi-Purpose Covered Court at Cardona Senior High School, Broy. Delig, Cardona, 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 1 Names 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 Right Hundred Thirty-Six Thousand Eight Hundred Forty-Two Pesos & 03/100 (P 5,836,842.03 ), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within the Hundred Thirty-Pive (135) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. RPSB Res. No. 5, 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 Eight Hundred Thirty-Six Thousand Eight Hundred Forty-Two Pesos & 03/100 (P 5.836,842.03 ).

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;

B

 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 Seven Hundred Fifty-One Thousand Fifty-Two Pesos & 61/100 (P\_1,751,052.61 /

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."

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

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 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 APR 0.4 2024 at Antipolo City.

L. EUSEBIO ACE DEVELOPMENT CORPORATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

JUAN PAULO NIGUEL EL MANLAPIT

Byt

Proprietor/Manager/President

By:

NINA RICCIA

Provincial Novemor 6 &

WITNESSES

MA, VICTORIA B, TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLOAngono, Rizal ) S.S.

BEFORE ME, a Notary Public for and in Agripolo Rigal personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A, YNARES

Passport No. P7689056B

September 24, 2031

JUAN PAULO MIGUEL E. MANEAPIT TIN NO. 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:

Construction of Ynares Multi-Purpose Covered Court at Cardona Senior High School, Brgy. Delig, Cardona, Risel

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_ day of APR 0 4 2024 , at 1020 9900 184401 Capitel, Antipole City.

Doc No. 148 Page No. 35

Book No. 1 Series 20 24

ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC or Angono, Binengonan & Cardona NGNUMPROVINCECOF RIZAL

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

PTR No. 21046845A / January 2, 2024 / Rizo Roll of Attorneys No. 59250 IEP Lifetime Member No.016632 / Rizal

MCLE Compliance No. VII-0023742



#### NOTICE TO PROCEED

04 April, 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 Asphalt Overlaying with Concrete Reblocking of Aquino St., Brgy. Bagumbong, JalaJala, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder: GERALDKENN 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

GKB BUILDERS	, a sole proprietorship/private corporation	n, duly
organized and existing under the laws of	he Republic of the Philippines, with principal place of t	nusiness
	g. Rizel, and herein represented	
Proprietor/President/General Manager,	GERALD KERN S.J. BILOG , of legal age,	Filipino
citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Moreng, Rizal , hereinafter referred to	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 30, 8, 2023 namely:

# Asphelt Overlaying with Concrete Reblocking of Aquino St., Brgy. Bagumbong, Jalajala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last 1 March 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 Twenty-Four Million Fight Hundred Thirty-Nine Thousand Seven Hundred Forty-Fight Pesos & 70/100 (P 24, 839, 748, 70 ), 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="Cone Hundred Sixty">Cone Hundred Sixty</a> (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. 30, 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 Twenty-Four Million Eight Hundred Thirty-Nine Thousand Seven Hundred Forty-Eight Pesos & 70/100 (P 24,839,748.70 ).

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







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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Million Four Hundred Fifty-One Thousand (P 7,451,924,61 Nine Hundred Twenty-Four Pesos & 61/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with

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

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

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

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

the Bidding Documents;

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this APR 0 4 2024 day at Antipolo City.

GKB BUILDERS

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

By:

NINA RICCIA. YNARES Provincial Governor 5

WITNESSES

MA. VICTORIA

#### 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

GERALD KENN S.J. BILOG

TIN NO. 196-519-323

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

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

Asphalt Overlaying with Concrete Reblocking of Aguino St., Brgy. Begumbong, Jelsjels, Rizel

	WITNESS	MY	HAND	AND	SEAL	this	day	of'	APR 0 4 2024	at	Rizal	Pro	vincia
Capitol,	Antipolo C	ity.							100		Angor	10,	Riza

Doc No. 141

Page No. 30

Book No. Series 20 24

ANNA MARIE L. SANTOS NOTARY PUBLIC

Newporthing approprie Cardona of in the PROVINCE OF RIZAL Valid until December 31, 2025

Adm. Matter 23-009 PTR No. 21046845A / Jenuary 2, 2024 / Rizo

Roll of Attorneys No. 89250 IBP Lifetime Member No.016632 / Rizal MCLE Compliance No. VII-0023742



## NOTICE TO PROCEED

04 April, 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

> Asphalt Overalying with Concrete Reblocking (portion) of Magsaysay Road, Brgy, Bayugo, JalaJala, Rizal

effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICCLA. YNARES

Governor ( / W

acknowledge receipt of this Notice on:

4.5.24

Authorized Signature:

Name of the Representative of the Bidder: GERATA

GERALD KENN SJ. BILOG

## CONTRACT AGREEMENT

19

## 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

WKB Builders	, a sole proprietorship/private corporation, duly
and office address at Mosmaga	
Proprietor/President/General Manager, citizen, single/married, resident of Mon CONTRACTOR, WITNESSETH, That,	g; Risal , hereinsfier referred to as the
WHEREAS, the PROVINCE declar pursuant of the Sangguniang Panlalawigan	s that certain infrastructure works should be constructed in dinance No. 30, e. 2023 namely:
Asphelt Sveriaging with G	rete Reblocking (portion) of magazesy o, Jalajale, 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 March 1, 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 Fifteen Million Eight Houseast Fifty Eight Thousand Three Hundred Fifty Six Pesos and 85/100 (P 15,898,356,85), 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 186 Bundred (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:
  - SP Ordinance No. 30, 8, 2023
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Fifteen Million Eight Hundred Fifty Eight Thousand Three Hundred Fifty Six Pesos and 85/100 (P15.858.356.85).

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

A

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Million Seven Hundred Fifty Seven Thousand (P4.757.507.06 Five Hundred Seven Pesos and 06/100

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

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

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

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

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

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

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

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

13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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





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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement that I 4 2024 day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By By: Al Governor C Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO Appono, Rizal ) S.S. BEFORE ME, a Notary Public for and in Antipolo Classifersonally appeared the following Valid ID Presented Date Place Name/Entity Passport No. P7689056B September 24, 2031 HON, NINA RICCI A. YNARES Rerald 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:

Management and the property of	NECESTIFIED TO THE TOTAL CONTROL OF SECTION SE
Aspholt Ownelspine with Jonerate Re Read, Brgy. Pryage, Salajala, Risal	
WITNESS MY HAND AND SEAL this Capitol, Antipolo City.  Doc No138 Page No29 Book No1 Series 20 24 .	AFR D 4 2024  ATTY ANNA MARKEL SANTOS  NOTARY PUBLIC  for Ampono, Binangonan & Cardona all in the PROVINCE OF RIZAL  Valid MM Desmach BL 16025  Adm. Matter 23-009  PTR No. 21046845A / January 2, 2024 / Rizal  Roll of Attorneys No. 69250  IDP Lifetime Member No.018632 / Rizal  MILE Compliance No. Vil-0023742



## NOTICE TO PROCEED

04 April, 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 Slope Protection (portion) of Creek at Lower Mapacla Brgy. Special District, JalaJala, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICO A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

UAN PAOLO MIGUEL 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., 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 Eurobie Ace Develonment Gorpe.

, 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 Fasig City., and herein represented by its Proprietor/President/General Manager, Juan Faule Miguel F. Manlapitof legal age, Filipino citizen, single/married, resident of Pasig 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. 30 se 2023 namely:

Construction of Slope Protection (portion) of Greek at Lower Manacla Brgy. Special District, Jalajala, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last M reh 1, 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 Hillion Six Hundred Twenty Thousand Seven Hundred Seventy Two Pesos and 90/100 (P 5,620,772.90), 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="Cne Hundred Sixty">Cne Hundred Sixty</a> (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. 30, 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 Twenty Thousand Seven Hundred Seventy Two Pesos and 90/100 (P 5.620.772.90 ).

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 <u>One Million Bix Hundred Bishty Six Thousand</u>

  Two Hundred Thirty One Pesos and 87/100 (P 1,586,231.87)

  Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 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 €ONTRACTOR 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 APR N 4 2024 at Antipolo City.

Eusebie Age Development Corp. Entity/Firm/Corporation

F. Nanlapit Juan Paulo Miguel

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

YNARES Governor \

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

# NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031

Juan Paulo Miguel F. Manlapit 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,

Construction of Slope Protection (portion) of Greek at Lower Mapacla Brgy. Special District, Jalajala, Rizal

WITNESS MY HAND AND SEAL this

day of APR () 4 2024

Angono, Rizzi at Rizal Provincial

Capitol, Antipolo City.

Doc No. Page No.

Book No. Series 20 at ATTY ANNA MARIEL SANTOS

NOTARGEPPART PUBLIC for Angono, Binangonan & Cardon all in the PROVINGE OF RIZAL

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

PTR No. 21048045A / January 2, 2024 / Ritzal Roll of Alternays No. 89250 CIP Littlena Libration No.016/32 / Rical

LEGAL COMPANIES HAS VILLE L'ALL



## NOTICE TO PROCEED

04 April, 2024

MR, MARIO C. SANDIL SAN IGMEDIO BUILDERS INC. Pandi, Bulacan

Dear Mr. Sandil:

The attached Contract Agreement having been approved, notice is hereby given to SAN IGMEDIO BUILDERS INC. that work may proceed on the Construction of Road with Drainage Canal at Mascap Proper I to Sitio Macopoy, Brgy. Mascap, Montalban, Rizal

effective April 8, 2024 (Monday).

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

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

Very truly yours.

NINA RICCIA. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder;

MARIO C. SANDIL

#### 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

San Igmedio Builders	, a sole proprie	torship/private corporation, duly
organized and existing under the laws of	the Republic of the Philippine	s, with principal place of business
and office address at Pandi	Bulacen , and	herein represented by its
Proprietor/President/General Manager,	Marie C. Sandil	, of legal age, Filipino
citizen, single/married, resident of	Pondi Bulacam	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. 30, 8, 2023 namely:

Construction of Road with Dreinage Ganal at Mascap Proper I to Sitio Mecopey, Brgy. Mascap, Montalbam, 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 March 1, 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 Pive Hillion Five Hundred Seventy Thousand Bight Hundred Rinety Two Pesos and 70/100 (P 5,570,892.70 ), 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 <a href="Cne Hundred Sixty">Cne Hundred Sixty</a> (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.30, 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 Five Hundred Seventy Thousand Hight Hundred Ninety Two Fesos

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 Eundred Seventy One Thousand Two Hundred Sixty Seven Pesos and 81/100 (P1.671.267.81)

  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 2 to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this APR 0 4 2024 day of at Antipolo City.

San Igmedie Builders, Inc. Entity/Fism/Corporation

By:

Marie C. Sandil

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

Provincial Covernor 5

WITNESSES

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLOGOTY, Rizel

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

Marie C. Sandil

007-857-800

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 Hoad with Drainage Canal at Hassay Proper I to Sitio Macopoy, Brgy. Mancap, Montalcan, Rizal

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of APR 0 4 2024

at Rizal Brownefulza

Capitol, Antipolo City.

Doc No. \_\_\_

Page No. 33 Book No.

Series 20 24

ATTY, ANNA MARIE L SANTOS NOTARY PUBLIC

TO A SOLAR SEPTEMBLE RIZAL

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

PTR No. 21046845A / January 2, 2024 / Right Roll of Attorneys No. 89750 IBP Lifetime Member No.016632 / Füzal MCLE Compliance No. VII-0023742



## NOTICE TO PROCEED

04 April, 2024

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS that work may proceed on the Repair/Repainting of Ynares Sch. Bldg. at Burgos Elem. School, Brgy. Burgos, Montalban, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

Governor ( W

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

d

#### 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 proprie	torship/private corporation, duly
organized and existing under the laws of th		
and office address at Barne,		herein represented by its
Proprietor/President/General Manager,	Renato Villaroman	, of legal age, Filipino
citizen, single/married, resident of Bazz CONTRACTOR, WITNESSETH, 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. RPSB Res. No. 5, 8, 2023 namely:

Repair/Repainting of Ymares School Bldg. at Burgos Elem. School, Brgy. Burgos, Hentalbes, 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 Narch 1, 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 Three Hillion Bight Bundred Forty Seven Thousand One Hundred Ninety Seven Peacs and 45/100 (P 3,847,197.45 ), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within the Hundred Twenty (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. RPSB Res. No. 5, 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 Three Million Sight Hundred Forty Seven Thousand One Hundred Ninety Seven Pesos and 45/100 (P3.847.197.45 ),

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;

22

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 Fifty Four Thousand One Hundred Fifty Nine Peace and 24/100 (P 1.154.159.24)

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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.

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 PR 0 1 202 by of at Antipolo City.

By:

| By: | By: | NINA RICCI. YNARES | Proprietor/Manager/President | WITNESSES | WITNESSES | MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLANGURE, Rizal ) S.S.

BEFORE ME, a Notary Public for and in Angonolo Rizal personally appeared the following

Place

Name/Entity Valid ID Presented Date

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

All known to me and to me known to be the same person/s who executed the 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:



## NOTICE TO PROCEED

04 April, 2024

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

Dear Mr. Cortez:

The attached Contract Agreement having been approved, notice is hereby given to CORTEZ SANTOS CONST. & SUPPLY CORP, that work may proceed on the Repair/Repainting of Various School Bidg, at Macabud Elem, School, Brgy, Macabud, Montalban, Rizal

effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICCIA, YNARES

Governor (

I acknowledge receipt of this Notice on:

41.74

Authorized Signature:

Name of the Representative of the Bidder:

ARVIN JURIAL B. CORTEZ

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, 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

Gortes Featos Construction & Supply Corp., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at San Matao, Rival , and herein represented by its Proprietor/President/General Manager, Arvin Jurel Buco Cortes of legal age, Filipino citizen, single/married, resident of San Matao, Rival , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 5, 8, 2023 namely:

Repair/Repainting of Various School Bldg. at Macabud Elem. School, Brgy. Macabud, 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 March 1, 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 Seven fundred Seventy Six Thousand Seven Hundred Thirty Seven Pesos and 88/100 (P 2,276,737,88)), 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 tighty (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 berewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. RPSB Res. No. 5, 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
  Two Million Seven Hundred Seventy Six Thousand Seven Hundred Thirty Seven
  Pesos and 88/100 (P.2.776.757.88),
  Philippine Currency in consideration of the construction and only under the construction and const

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 Eight Hundred Thirty Three Thousand Twenty One (P 833,021,36 Pesos and 36/100

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

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

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

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

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

- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 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

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. Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at Antipolo City. Certes Sentes Construction RIZAL PROVINCIAL GOVERNMENT Supply Goras Entity/Firm/Corporation By: By: NINA RICEL Arvin Jurel Buce Cortex Provincia Governor & Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHYLIPPINES) ANTIPOLO CHI () S.S BEFORE ME, a Notary Public for and in Antigon City, zersonally appeared the following Valid ID Presented Date Place Name/Entity September 24, 2031 Passport No. P7689056B HON, NINA RICCI A. YNARES 776-254-234 Arvin Jurel Baco Cortes 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 Various School Bldg. at Macabud Elem. School.

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

Bray. Macabud, Montalban, Rizel

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WITNESS MY HAND AND SEAL Capitol, Antipolo City.	thisday of APR 0 4 2024 at Appropriate
Page No. 2S Book No. 1 Series 20.24	ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC for Angono, Binangorian & Cardons all in the PROVINCE CERIZAL Valid until December 31, 2025 Adm. Matter 23-009 PTR No. 21046845A / January 2, 2024 / Rizo Roll of Attorneys No. 89250 IBP Lifetime Member No.016632 / Rizal MCLE Compilance No. VII-0023742



## NOTICE TO PROCEED

04 April, 2024

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

Dear Ms. Alonzo:

The attached Contract Agreement having been approved, notice is hereby given to CONSTRUKT BUILD & TRADE CO. that work may proceed on the Repair/Repainting of Ynares School Bldg. at Kasiglahan Village National High School, Brgy. San Jose, Montalban, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICCLAL YNARE

Governor (

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

4.5.24

#### 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 Sto. Cristo Hermosa, Batanand herein represented by its Proprietor/President/General Manager, Maria Cocilia L. Alonso, of legal age, Filipino citizen, single/married, resident of Sto. Cristo, Hermosa, Batanacinafter referred to as the CONTRACTOR, WITNESSETH, That,

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

Repair/Repainting of Ynares School Bldg. at Easiglahen Village N tienal High School, Brgy. San Jose, Montelban, 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 Nameh 1, 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 Five Hundred Forty Seven Thousand Three Bundred Sight Nine Pesos and 59/100 (P 2,547,359,59), 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 Forty high. (48) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. RPSB Res. No. 5, s. 2025
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - 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 Five Hundred Forty Seven Thousand Three Hundred Sighty Nine Pesos

  10 100 (P 2.547.389.59 ).

  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;

I A

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Sixty Four Thousand Two Hundred (P 764,216,88 Sixteen Pesos and 88/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this

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

6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;

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

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

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



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



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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR 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 APR 0 4 2024 day of at Antipolo City.

Construct Build & Trade Co.
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By

Proprietor/Manager/President

NINA RICCI L YNARES
Provincial Governor (

WITNESSES

By:

LOLITA B. BEGUZMAN

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Apripole Cit in parsonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Ma

Manila

Maria Gecila L. Alense

010-573-591

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

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

Repair/Repainting of Theres School Bldg. at Kasiglahan Village National High School, Brgy. San Jose, Montalban, Risal

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

\_ at Mangorito, vicing

Doc No. 159
Page No. 33
Book No. 1
Series 20 24.

ATTY, ANNA MARGET, SANTOS NOTARY PUBLIC for Angono, Binamionan & Cardona all LINCLEAR VIETE BLHCIZAL Valid until December 31, 2025

Adm. Moiter 23-009 PTR No. 21046845A / January 2, 2024 / Pfiza

Rall of Attorneys No. 89250 IBP Lifetime Mamber No.018832 / Rizal MCLE Compilance No. VII-0023742



## NOTICE TO PROCEED

04 April, 2024

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

Dear Mr. Billog:

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS—that work may proceed on the Construction of Stage and Perimeter Fence at Brgy. CCL and Brgy. San Juan, Morong, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

Governor I

I acknowledge receipt of this Notice on:

4.5.74

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

GKB Builders	, a sole proprietorship/private corporation, dul
organized and existing under the lay	of the Republic of the Philippines, with principal place of busines
Proprietor/President/General Mana	g. Gerald Kenn SJ. Biles , of legal age, Filipin
citizen, single/married, resident o CONTRACTOR, WITNESSETH,	

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

Construction of Stage and Perimeter Fence at Brgy, CCL and Brgy. San Juan, Morong, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last March 1, 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 Fifty Five Thousand One Bundred Sixteen Pesca and 19/100 (P 1,055, 116, 19 ), Philippine Currency.

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

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

  Bixty (60) calendar days, in accordance with the provisions of the Bid 
  Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of 
  Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 
  2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated 
  herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. RPSB Res. No. 5, a. 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;

 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Fifty Five Thousand One Hundred Sixteen Pesos and 19/100

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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All .

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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three hundred Sixteen Thomsonic Fire Hundred Three Fence and 86/100 (P 316,534,66 )

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 1/2 to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this APR 0 4 2024 of at Antipolo City.

MER Port Tilliams

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

Proprietor/Manager/President

Byı

NINA RICO A. YNARES Provincial Governor &

WITNESSES

DE GUZMAN

MA. VICTORIAB, TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CAMpono, 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

Separate Essay See Filing

MOSHE (1943)

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

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

Constitution of Page and Parimeter Force at Engy Con and Brays . don Bung, Morong, Rival

WITNESS MY HAND AND SEAL this

day of APR 0 4 2024

" "A Birah Protingal

Capitol, Antipolo City.

Doc No. Page No.

Book No. Series 20 24. ATT MANUA MARIE L SANTOS NOTARY PUBLIC

for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL Vanduria Revepublic 2025

Adm. Matter 23-009 PTR No. 21046845A / Jimunry 2, 2024 / Rizn' Roll of Attorneys No. 69250 IBP Lifetime Member No.010632 / Rizal MCLE Compliance No. VII-0023742



## NOTICE TO PROCEED

04 April, 2024

MR. PAOLO OLIVER D. AQUINO DIAZ AQUINO CONST. CORP. Binangonan, Rizal

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to DIAZ AQUINO CONST. CORP. that work may proceed on the Construction of Ynares Stage at Pititla Elem. School (central), Brgy. Bagumbayan, Pititla, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

Governor I N

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

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### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Dias Aquine Construction Corporation , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Bianangenan , and herein represented by its Proprietor/President/General Manager, Pacio Giver Aquino , of legal age, Filipino citizen, single/married, resident of Binangenan, 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. RPSB Res. No. 5, 8, 2023 namely:

Construction of Ynares Stage at Pililla Blem, School (Central), Brgy, Bagumbaya, Pililla, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Narch 1, 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 Cos Million Five Hundred Rinety Cos Thousand Two
Hundred Forty Seven Pessos and 11/100 (P 1,591,247,11), 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 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 Res. 5, s. 2023
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Che Million Five Hundred Ninety One Thousand Two Hundred Forty Seven Fesos and 11/100 (P 1.591.247.11 ).

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 Seventy Seven Thousand Three Hundred Seventy Four Feson and 13/100 (P477, 376, 13)

  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;
- 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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9,16

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 26 to resort to other alternative modes of disputes resolution,

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts. APR 0 4 2024

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

Diaz Aquine Construction Corp.

Entity/Firm/Corporation

By:

By:

Paole Cliver D. Aquine

Proprietor/Manager/President

NINA RICCIA, YNARES Provincial Gevernor ( X

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA/B, DE GUZMAN

MA, VICTORÍA B, TEJADA

## NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON. NINA RICCI A. YNARES

Pussport No. P7689056B

September 24, 2031 Manila

Paolo Cliver D. Aquino

010-084-780

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 Theres Stage at Pililla Elem. School (Central). Bray. Bagumbayan, Pililla, Rizal

WITNESS MY HAND AND SEAL this day of

Capitol, Antipolo City.

at Rizal Provincial

Doc No. 154 Page No. 32

Book No. 1 Series 20 214

NOTARY PUBLIC

oil NOTARY PUBLICATION
Valid until December 31, 2025 Adm. Maller 23-005

PTR No. 21040345A1 January 2, 2024 / Files Boll of Attorneys No. 60750 BP Limber Ma. 010, 327 Man MCLE Compliance No. VII-5023742



## NOTICE TO PROCEED

04 April, 2024

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

> Construction of Covered Pathwalk at Justice Vicente Santiago Elem, School, Brgy. Ampid 2, San Mateo, Rizal

effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICETA YNARES

Clovernor 1 &-

Lacknowledge receipt of this Notice on:

15 74

Authorized Signature:

Name of the Representative of the Bidder.

RENATO C VILLAROMAN

# CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and 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 proprie	torship/private corporation, duly
organized and existing under the laws of	the Republic of the Philippine	s, with principal place of business
and office address at Barns,	Rigal , and	herein represented by its
Proprietor/President/General Manager,	Renato Villarosan	, of legal age, Filipino
citizen, single/married, resident of	Baras, 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. RPSB Res. No. 5, 8, 2023 namely:

Construction of Covered P"thwalk at Justice Vicente Santiage Blem. School, Brgy. Ampid 2, San Mateo, 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 <a href="March 1.2024">Narch 1.2024</a>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Nine Hundred Ninety Four Thousand Three Fundred Sixty Seven Peace and 38/100 (P 994.367.38 ), 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 

  Pifty (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. RPSB Res. No. 5, 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 Nine Hundred Minety Four Thousand Three Hundred Sixty Seven Jesos and 38/100 (P 994,367.38 ).

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 PROVENCE, 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 Rundred Minety Signt Thousand Three Bundred Ten Posos and 21/100 (P 208, 310, 21)

  Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE; (Net 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:

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- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk 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 APR 0 4 2024 day of at Antipole City.

Lard Builders Entity/Firm/Corporation RIZAL PROVINCIAL GOVERNMENT

By:

Renato Willeromen

Proprietor/Manager/President

By:

WITNESSES

MA, VICTORIA B, TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO (1900) S.S. ) S.S.

BEFORE ME, a Notary Public for and in Assignted Rizal resonally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031

Manifa

Renato Villaroman

119-041-448

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

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

Construction of Covered Pathwalk at Justice Vicente Santings Mem-School, Brgy, Ampid 2, San Mateo, Bisal

WITNESS MY HAND AND SEAL this

at Bangionovi Fight

Capitol, Antipolo City. 140 Doc No.

33 Page No. Book No.

Series 20 24

ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC for Angono, Binangonan & Cardonn

NAID THE PROVINCE OF RIZAL

Adm. Matter 23-009 PTR No. 21046845A / January 2, 2024 / Rizo Roll of Attorneys No. 89250 IBP Lifetime Member No.016832 / Rizal

MCLE Compliance No. VII-9023742



#### NOTICE TO PROCEED

04 April\_2024

MR. EDWIN B. RIVERA YAKALER CONST. AND SUPPLIES Morong Rizal

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONST. AND SUPPLIES that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court and Ynares Stage at Brgy, Tinucan, Tanay, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours

Lacknowledge receipt of this Notice on:

Authorized Signature:

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

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its 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 Phili and office address at Nerong, Riasi	and and	herein represented by its
Proprietor/President/General Manager, Earlin 3. Elvera		, of legal age, Filipino
citizen, single/married, resident of Moreng, Risel		hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,		
WHEREAS, the PROVINCE declares that certain infrast		
pursuant of the Sangguniang Panlalawigan Ordinance No. 30.	# CD2	namely:

Repair/Repainting of Ymaros Haltipurpose Covered Court and stage at Brgy. Timucom, Tanay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Mgrah 1, 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 16311ss Three Hundred Thirty Eight Thousand

Two Hundred Seventeen Peses and 49/100 (P 4,358,217,49 ), 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 

  <u>Eighty Four</u> (<u>E4</u>) 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. 30, 8, 2023.
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e, Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Three Hundred Thirty Eight Thousand Two Hundred Seventeen Fesos and 49,100 (P 4,338, 217,49 ).

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

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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;

28

- 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 One Thomsond Four Hundred Sixty Five Pesos and 25/100 (P 1,301,465,25)

  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;
- 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;
- 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 of 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.		( mag)	
		4 2024	
IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this		day	of

at Antipolo City.

Yakeler Construction & Saunties Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Edwin B.

Proprietor/Manager/President

By:

Provincial Governor \$

WITNESSES

LOLITA BADE GUZMAN

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO OXIMono, 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

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 Thares Multipurpose Covered Court and Thares Stage at Bray. Tinuoun, Tanoy, Rizel

	WITNESS MY	HAND	AND	SEAL	this	day	of	APR [] 4 2024	at	Rizal Provincial
Capitol,	Antipolo City.									Section of the sectio

Doc No.

Page No. 31

Book No. Series 20 214

ATTY ANNA MARIE L. SANTOS tor NOTARY PUBLIC Cardons

all in the PROVINCE OF RIZAL Valle until December 31, 2025

Adm. Matter 23-009 17P. No. 21048345A / January 2, 2024 / Rizn: Roll of Attorneys No. 88250

mP Liletime Member No.016632 / Rizal MOLE Compliance No. VILIOUSTAN



#### NOTICE TO PROCEED

04 April, 2024

MR. VICTOR C. PIGUING VIAN BUILDERS Tanay, Rizal

Dear Mr. Piguing:

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

Construction of Covered Pathwalk at Sta. Ines Elem. School, Brgy. Sta. Ines, Tanay, Rizal effective. April 8, 2024. (Monday).

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

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

Very truly yours,

NINA RICCIA. YNARES

Governor /

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

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

	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 Tanny, Rizel	
Proprietor/President/General Manager, Victor Pigu	ding , of legal age, Filipino
citizen, single/married, resident of Tanay, Rival CONTRACTOR, WITNESSETH, 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. RPSB Res. No. 5, s. 2023 namely:

Construction of Covered Pathwalk at Sta. Ines Blem. School, Brgy. Sta. Ines, Tanny, 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 with 1, 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 Seven Hundred Ninety Nine Thousand

Two Hundred Ninety Seven Peace and 46/100 (P 2,799,297.46), Philippine Currency.

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

- - s. SP Ordinance No. RPSB Res. No. 5. 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

  Two Militar Seven Hundred Ninety Nine Thousand Two Hundred Ninety Seven Pesos

  (P 2,799,297,46

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

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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;
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS\_Eight Bundred Thirty Nine Thousand Seven

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

My D.

B

referred thereso: 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 70 to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this APR 0 4 7072 of et Antipolo City. Viam Builders RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: WITNESSES /DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CARGONO, RIZAL ) S.S. ) S.S. Angono, Rizal

BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Name/Entity Date Place HON. NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Victor Pigning 294-209-974 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of Covered Pathwelk at Ste. Inch Slote School, Braye

st", Dess, Tensy, Risel

WITNESS MY HAND AND SEAL this APR 0 4 2024 of

Capitol, Antipolo City.

Doc No.

Page No.

Book No. Series 20 24.

TOT AUDICAL PURITIES all in the PROVINGS OF RIGHT Volumets Decomber 21, 2025 Adm. Malter 23, 000 PTR No. 21046345A7 Servicey 2, 53047 Fdz: Field of Attorneys Ref. Ed. 50 tBP Lifetimo Monther No.050, 2, 7 Strat MCLE Compilence No. Vir. Cal. July

ATTY, ANNA MARIE I., SANTOD

Angono, Rizal at Rizal Provincial



### NOTICE TO PROCEED

04 April, 2024

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONST. AND SUPPLIES that work may proceed on the Repair/Repainting of Vnares Sch. Bldg. at Sta. Ines Elem. School, Brgy. Sta. Ines, Tanay, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

Governor 1 6

I acknowledge receipt of this Notice on:

Authorized Signature

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



#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Takeler 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 Mercng, Rizal , and herein represented by its Proprietor/President/General Manager, Edwin B. Rivers , of legal age, Filipino citizen, single/married, resident of Mercng, 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. BPSB Rese Bes. 54 2. 2023 namely:

Bepair/Repainting of Ymeres School Bldg. at Sts. Incs Elem. School, Brgy. Sts. Incs. Tansy. 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 Hereh 1, 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 Con Sundred Forty Six Thousand Nive Hundred Fifty Eight Peags and 64/100 (P 4,146,558,64 ). 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 the European Rifty Two (152) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. RPSB Res. No. 5, 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) bldding 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 Nillian One Hundred Forty Six Thousand Five Hundred Fifty High? Pesos
  and 64/100. (P 4,146,558,64 ),

  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,

B

- 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 Forty Three Thomsond Nino Hundred Sixty Coven Pesos and 59/100 (P 1.243.967.59

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;
- 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.

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 APR N 4 2024 day of at Antipolo City.

Yakaler Commirmation & Supplier

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By

Edwin & Rivera

Proprietor/Manager/President

By:

NINA RICCI A YNARES
Provincial Governor ( &

WITNESSES

LOLITA B/DE

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITATORO, Rizel 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

Edwin B. Bivers

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 Ynares School Bldg. at Stm. Ines alem. School Bray. Stn. Inca. Tonny, Rinal

day of APR 1 4 2024, at Rizal Provincial Rizal WITNESS MY HAND AND SEAL this Capitol, Antipolo City.

Doc No.

Page No. 3

Book No. Series 20 24. ATTY, ANNA MARIE L. SANTOS NOTARY PLULIC

for An NOTARY PUBLICATIONS will in this PROVINCE OF RIZAL Valid until Discember 31, 2025

PTR No. 21048945A7 January 2, 2024 / Filtre Hall of Attorneys No. 65250

IEP Lifetion Mampur No.010832 / Rizal MCLE Compliance No. VII-Guz-1742



#### NOTICE TO PROCEED

04 April, 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 School Bldg, at Muzon Elem. School, Brgy, Muzon, Taytay, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours.

NINA RICCI A. INAI

I acknowledge receipt of this Notice on:

4.5-24

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 Corp. , a sole proprie	etorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippine	s, with principal place of business
and office address at Binangonen, Rizal , and	herein represented by its
Proprietor/President/General Manager, Sagardo Ubiadas	, of legal age, Filipino
citizen, single/married, resident of Binungonan, Pizel , CONTRACTOR, WITNESSETH, That,	hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordinance No. RPSB R. s. No. 5, s. 2023 namely:

Repair/Repainting of Ynares School Bldg. at Muzen Elem. School, Bryy. Muzen, Taytay, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last \_N reh 1, 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 \_Monthstandards Six Rundred Forty Nine Theusend Nine \_Bundred Forty Seven Pesos and 62/100 (P 2,649,947.62 ), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within <a href="More the Bid Documents">Beventy Two</a> (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 Res. No. 5, 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

  Two Million Six Eundred Forty Nine Thousand Nine Hundred Forty Seven Pesos

  and 62/100 (P 2.649.947.62 ).

  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;

Olle

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Hinety Four Thousand Nine Hundred Eighty Four Pesos and 29/100 (P 794,984,29

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;
- 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 Luw" 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 day of

Kit Ubladas Const. Corp. Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Edgardo Ubindas

Proprietor/Manager/President

Byv

NINA RICCIA. YNARES Provincial Governor(

WITNESSES

LOLITA BUDE COZMAN

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY Angono, 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

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:

Repsir/Rapainting of Ynares School Bldg. at Musem Blem. School. Brgy. Muson, Taytay, Risal WITNESS MY HAND AND SEAL this \_\_\_\_\_\_ day of APR 0 4 2024

at Rizan Provincial

Capitol, Antipolo City.

Doc No. Page No.

Book No. Series 20 -24 ATTY. ANNA MARIE L SANTOS

NOTARY PUBLIC & Cardona all in the PROVINCE OF RIZAL

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

PTR No. 21046845A / January 2, 2024 / Right Roll of Allomoys No. 65720 IBP Lifetime Microber No.010532 / Rizal MCLE Committee No. VR-0021742



#### NOTICE TO PROCEED

04 April, 2024

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

Dear Mr. Santos:

The attached Contract Agreement having been approved, notice is hereby given to FLS CONSTRUCTION & BUILDERS—that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage of San Isidro Elem. School at Brgy. San Isidro, Taytay, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICCIA. YNARES

I acknowledge receipt of this Notice on:

4/5/14

Authorized Signature:

Name of the Representative of the Bidder.

FELIMON M. SANTOS

# 31

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. 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

FLS Construction and	Milders_, a sole pr	roprietorship/private corporation, duly
organized and existing under the laws of	the Republic of the Philip	ppines, with principal place of business
and office address at Tayta	y, Risal	and herein represented by its
Proprietor/President/General Manager,		
citizen, single/married, resident of	Taytoy, Rizel	
CONTRACTOR. WITNESSETH, That,	*	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RFSB Res. No. 5, 8, 2023 namely:

Repair/Repainting of Ymares Multipurpose Covered Court and Stage of San Isidro Slem. School at Brgy. San Icidro, Taytay, Hizal

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 Harch 1, 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 Five Hundred Twolve Thousand Light Hundred Fifty Hine Pesce and 20/100 (P 1,512,859,26), 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 

  Electric (So) calendar days, in accordance with the provisions of the Bid 
  Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of 
  Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 
  2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated 
  herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. RPSB Res. No. 5, s. 2023
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

  One Million Five Hundred Twelve Thousand Eight Hundred Fifty Fine Peace and

  25/100 (P 1,512,253,26 ).

  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;

B



 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;

32

- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Food Rundsed Fifty Three Thousand 51/10.

  Sundred Fifty Reven Posted For 173/100 (P hs. 3, Rep. 12)

  Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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 37 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 R 1 102 lay of at Antipolo City.

FLS Construction & Builders

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Felimon L. Santos

Proprietor/Manager/President

By:

NINA RICOT Provincia Ciovernor C

WITNESSES

LOLITA

ORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLANGONO, Rizal

BEFORE ME, a Notary Public for and in Anigato Civing resonally appeared the following

Name/Entity

HON, NINA RICCI A. YNARES

Valid ID Presented

Date

Place

Passport No. P7689056B

September 24, 2031

Felimon L. Santos

137-732-196

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

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

Repair/Repainting of Theres Multipurpose Covered Court and Stage of San Isidre Slow, School at Brgy, San Isidre, Taytay, Risel

day of APR 0 4 2024 WITNESS MY HAND AND SEAL this Capitol, Antipolo City. Doc No.

Page No. 31 Book No. Series 20 24.

ATTY. ANNA MARIE L. SANTOS NOTARY PUBLIC for Angene, Binangonen & Cardone silverther PROVINCE OF RIZAL Valid until December 31, 2025 Adm. Matter 23-009 PTR No. 21048845A / January 2, 2024 / Riza Roll of Attorneys No. 89250 IBP Lifetime Member No.015832 / Rizal MCLE Compliance No. VII-0023742



### NOTICE TO PROCEED

04 April, 2024

MR. GERALD KENN SL BILOG GKB BUILDERS Morong, Rizal

Dear Mr. Bilog

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

GKB BUILDERS that work may proceed on the

Improvement of Library Room at Pantay Integrated High School, Brgy, Pantay, Teresa, Rizal effective April 8, 2024 (Monday).

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

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

Very truly yours,

NINA RICELA. YNARES Governor (

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:

KNOW ALL BIEN 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
all sallaure , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal , and herein represented by its Proprietor/President/General Manager, Gerald Kenn SJ. Bilog , of legal age, Filipine citizen, single/married, resident of Morong, Rizal , hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 1968 Res. No. 5, E. 2023 namely:
Improvement of Library Room at Pantay Integrated High School, Brgy. Fantay, Teresa, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last # man 1, 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 Hundred Sixty Cne Thousand Eight Hundred Pesos and 97/100 (P 461,800.97), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Forty Five (45) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. RPSB Res. No. 5, s. 2023 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> </ul>
h. Bid Security     i. Addenda and Supplemental Bulletin     j. Notice of Award of Contract and the Contractor's Conformity thereto
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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 Hundred Flats Can Telephone Flats England Flats Found #461,800.97 ),

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 Cae Hundred Thirty Sight Thousand Pive Hundred Forty Pesos and 29/100 (P\_138,540,29)

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

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

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

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

the appropriate court of the City of Antipolo, with the exclusion of any other courts.

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this APR 0 4 2074 day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT GRU = 13 mg/g Entity/Firm/Corporation By: By: NINA RICQIA, YNARES MAL OU . ELLOR Provincial Governor ( & Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO AHdono, Rizal ) S.S. BEFORE ME, a Notary Public for and in Action of the personally appeared the following Place Valid ID Presented Date Name/Entity September 24, 2031 Passport No. P7689056B HON, NINA RICCI A. YNARES Gerald Kenn Sue 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: Improvement of Albrery Room . I Sentag Indegrated High Schools Bray.

Pentay, Teresa, Rival WITNESS MY HAND AND SEAL this day of Capitol, Antipolo City. ATTY, ANNA MARIE L. SANTOS Doc No. 136 NOTARY PUBLIC Page No. 29 for Angono, Binanganan & Cardona HI IN PARTIMETER EXAL Book No. Valid until December 31, 2025 Series 20 21 Adm. Matter 23-008 PTR No. 21048845A1 January 2, 2024 / Riza! Roll of Attorneys No. 69250 IBP Lifetime Member No.018632 / Rizal

MCLE Compliance No. VII-0023742