



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to **L.L. MARRON CONST. AND TRADING** that work may proceed on the *Repair/Repainting of Ynares Multi-Purpose Covered Court, Multi-Purpose Bldg. & Perimeter Fence and Upgrading of Electrical System at Brgy. Mahabang Parang, Angono, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2023-2021

LAURA L. MARRON

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Lola Herrera Construction and Trading, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Munimung, Rizal** and herein represented by its Proprietor/President/General Manager, **Laura L. Herrera**, of legal age, Filipino citizen, single/married, resident of **Munimung, 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. Ord. 74, s. 2021 namely:

Repair/Repainting of Thruway Multipurpose Covered Court, Multipurpose Bldg. & Perimeter Fence and Upgrading of Electrical System at Brgy. Mahabang Parang, 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 July 19, 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Eight Hundred Twenty Six Thousand Five Hundred Sixty Two Pesos and 14/100 (P826,562.14), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Forty Five (45) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 74, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NPCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 Eight Hundred Twenty Six Thousand Five Hundred Sixty Two Pesos and 14/100 (P826,562.14), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Forty Seven Thousand Nine Hundred Sixty Eight Pesos and 64/100 (P 247,968.64) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 or 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereto signed this Agreement this _____ day of

AUG 20 2021

ANGONO, RIZAL

Lola Marren Const. and Trading
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

[Signature]
Laura L. Marren
Proprietor/Manager/President

By:

[Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
CINA E. ANORMA

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
ANGONO, RIZAL) S.S.

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2021	Manila
<u>Laura L. Marren</u>	<u>235-059-776</u>		

all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledged 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 on each and every page hereof, refers to the Agreement for:

Repair/Repainting of Inares Multipurpose Covered Court, Multipurpose Bldg. & Perimeter Fence and Upgrading of Electrical System at Brgy. Mahabang Pampang, Angono, Rizal

WITNESS MY HAND AND SEAL this _____ day of AUG 20 2021

ANGONO, RIZAL

Doc. No. 85
Page No. 18
Book No. 3
Series of 21

[Signature]
FRANCISCA S. ANTONS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
Adm. Matter No. 19-01
PTR NO. 19-01 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 *Asphalt Overlaying/Concrete Reblocking(portion) of Dalandan St., Phase III, Brgy. San Roque, Angono, Rizal* effective on the day you received this Notice to Proceed.

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

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


Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

8-23-2021

RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT ²

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

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

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. ~~14, s. 2021~~ namely:

Asphalt Overlaying/Concrete Paving (portion) of Balanitan St., Phase III, Brgy. San Roque, Antipolo, 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 ~~July 15, 2021~~, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of ~~One Million Six Hundred Fifty Three Thousand Ninety Three Pesos and 00/100~~ (P ~~1,653,093.00~~), 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 (70)~~ (~~75~~) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. ~~14, s. 2021~~
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS ~~One Million Six Hundred Fifty Three Thousand Ninety Three Pesos and 00/100~~ (P ~~1,653,093.00~~), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 2

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS ~~Four Hundred Eighty Nine Thousand Nine Hundred Twenty Eight Pesos and 01/100~~ (P. ~~489,928.01~~) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 20 day of AUG 20 2021 ANGONO, RIZAL

L. del Ballester
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
Benito Villareman
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES -

[Signature]
GINA Z. ANORMA

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) 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. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Benito Villareman	419-014-442		

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/Concrete R blocking (portion) of Dalanda St., Phase III, Brgy. San Roque, Angono, Rizal

WITNESS MY HAND AND SEAL this 20 day of AUG 20 2021, at ANGONO, RIZAL
Antipolo City
ANGONO, RIZAL
Doc No. 11
Page No. 3
Book No. 3
Series 20 21

[Signature]
ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
Adm. Matter No. 1005
NOTARY PUBLIC TR NO. 100795 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to **LL MARRON CONSTRUCTION & TRADING** that work may proceed on the *Construction of Roadway Lightings at Sitio Paopawan, Brgy. San Salvador, Baras, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8-23-2021

Authorized Signature:

Name of the Representative of the Bidder:

LAURA L. MARRON

CONSTRUCTION AGREEMENT³

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

L. L. Narva Construction and Trading, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Munimungan, Rizal**, and herein represented by its Proprietor/President/ General Manager, **Laura L. Narva**, of legal age, Filipino citizen, single/married, resident of **Munimungan, 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. **14, s. 2021** namely:

Construction of Roadway Lightings at Sitio Pangasinan, Brgy. San Salvador, Bayan, 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 **July 19, 2021**, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of **Eleven Million Three Hundred Eighty Thousand Six Hundred Sixty Six** (P **11,386,666.00**), 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 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. **14, s. 2021**
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- 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 **Eleven Million Three Hundred Eighty Thousand Six Hundred Sixty Six** (P **11,386,666.00**), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS ~~Three Million Four Hundred Fourteen Thousand One Hundred Eighty Five Pesos and 05/100~~ (P3,414,185.04) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 20 day of AUGUST 2021 at ANGONO, RIZAL

Laura L. Narren Construction and Trading
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Laura L. Narren

Proprietor/Manager/President

By:

REBECCA A. YNARES

Governor

WITNESSES

GINA Z. ANORMA

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
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. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>Laura L. Narren</u>	<u>236-039-376</u>		

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

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

Construction of Roadway Lightings at Sitio Pagsaman, Barangay San Salvador, Marikina, Rizal

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC

all in the PROVINCE OF RIZAL
Until December 31, 2021
Adm. Matter No. 19701
PTR NO. 19561706 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022

WITNESS MY HAND AND SEAL this 20 day of AUGUST 2021 at ANGONO, RIZAL

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

MR. LAURO 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/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Sapang Elem. School, Brgy. Sapang, Binangonan, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8-20-2021

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT 4

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

~~Est. Builders 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 Managunan, Rizal, and herein represented by its Proprietor/President/ General Manager, Leone P. Velasco, of legal age, Filipino citizen, single/married, resident of Managunan, 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. SP 03 6, s. 2020 namely:

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Lapang Elementary School, Brgy. Lapang, Managunan, 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 July 19, 2021, 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 Forty Thousand Three Hundred Fifty Seven Pesos and 73/100 (P 1,240,373.73), 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 and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. SP 03 6, s. 2020
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 Two Hundred Forty Thousand Three Hundred Fifty Seven Pesos and 73/100 (P 1,240,373.73), 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 Three Hundred Seventy Two Thousand One Hundred Seven Pesos and 33/100 (P 372,107.32) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 fixtures in favor of the government of any unvested 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

AUG 20 2021

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

LAO N. VELAZO
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
LAO N. VELAZO
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
CINA L. ANOKMA

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES <u>LAO N. VELAZO</u>	Passport No. P4239281A <u>008-440-639</u>	August 5, 2021	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:

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Sapong Elem. School, Brgy. Sapong, Maragondon, Rizal.

WITNESS MY HAND AND SEAL this Aug 20 day of _____ of _____
ANGONO, RIZAL

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Series 20 21

[Signature]
ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
in the PROVINCE OF RIZAL
Until December 31, 2021
Adm. Matter No. 19-00
PTR NO. 1558774 Rizal
Roll of Attorneys No. 69250
Bar Number No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 *Improvement of Roads at Brgy. Bangad, Binangonan, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8-23-2021

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

 ABC Builders , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Marang, Rizal, and herein represented by its Proprietor/President/ General Manager, Cyril S. S. Sillig , of legal age, Filipino citizen, single/married, resident of Marang, 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. 44, s. 2021 namely:

Improvement of Roads at Brgy. Bangui, Marang, 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 July 18, 2021 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Eight Hundred Thirty One Thousand Nine Hundred and 19/100 (P 1,831,009.19), 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 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. 44, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Eight Hundred Thirty One Thousand Nine Hundred and 19/100 (P 1,831,009.19), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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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 Forty Five Thousand Three Hundred Two Pesos and 76/100~~ (P. ~~545,302.76~~) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 28 day of AUG 28 2021 at Antipolo City, ANGONO, RIZAL

MS Builders
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

By:

Gerald Mann Jr. Hilag
Proprietor/Manager/President

REBECCA A. YNARES
Governor

WITNESSES

GINA L. ANORMA

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) 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. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
<u>Gerald Mann Jr Hilag</u>	<u>196-519-323</u>		

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

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

Improvement of Roads at Brgy. Banged, Binangonan, Rizal

WITNESS MY HAND AND SEAL this 28 day of AUG 28 2021 at Antipolo City, ANGONO, RIZAL
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Series 20 21

ANTHONY M. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2022
Adm. Matter No. 1792
NOTARY PUBLIC
PTR NO. 101210 Rizal
Roll of Attorneys No 69250
IBP Lifetime Member No 016632 /Rizal
MCLE Compliance No. VI-0007663
Valid until April 14 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

MR. JUAN PAOLO MIGUEL E. MANLAPIT
L. EUSEBIO ACE DEVELOPMENT CORP.
Pasig City

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to **L. EUSEBIO ACE DEVELOPMENT CORP.** that work may proceed on the *Construction of Roadway Lightings at Brgy. Janosa, Brgy. Pag-Asa, Brgy. Kinagatan, Brgy. Pantok and Brgy. Mambog, Binangonan, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

8-23-2021

JUAN PAOLO MIGUEL E. MANLAPIT

CONSTRUCTION AGREEMENT ⁶

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

L. Escobedo Ace Development 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 **Pasig City**, and herein represented by its Proprietor/President/ General Manager, **Juan Paolo Miguel F. Escobedo** of 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. **014 s. 2021** namely:

Construction of Roadway Lightings at Brgy. Janosa, Brgy. P. g-Aca, Brgy. Kiangatan, Brgy. Parok and Brgy. Masbog, 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 **July 19, 2021**, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of **Eleven Million Eight Hundred Five Thousand Four Hundred Fifty Five Pesos and 73/100** (P **11,805,455.73**), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within **One Hundred Fifty (150)** 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. **014 s. 2021**
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- 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 **Eleven Million Eight Hundred Five Thousand Four Hundred Fifty Five Pesos and 73/100** (P **11,805,455.73**), 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; 6

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Million Five Hundred Forty One Thousand Six Hundred Thirty Six Pesos and 72/100 (P 3,541,636.72) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 20 day of AUG 20 2021 at Angono, Rizal

L. Ruschie Ace Development Corp.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

Juan Paolo Miguel F. Nalapat
Proprietor/Manager/President

REBECCA A. YNARES
Governor

WITNESSES

GINA Z. ANORMA

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
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. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Juan Paolo Miguel F. Nalapat	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 Roadway Lightings at Brgy. Janosa, Brgy. Pag-asa, Brgy Ninaganan, Brgy. Puntak and Brgy. Nambog, Binangonan, Rizal

WITNESS MY HAND AND SEAL this 20 day of AUG 20 2021

ANGONO, RIZAL

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021

Adm. Matter No. 14-01
PTR NO. 15721 Rizal
NOTARY PUBLIC
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to **JRD-D2 ENTERPRISES** that work may proceed on the *Installation of Lift Structure at the Ynares Event Center, Brgy. San Roque, Antipolo, City* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:
Name of the Representative of the Bidder:


E. 23 2021
PORFIRIO P. MINA

CONSTRUCTION AGREEMENT 7

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. 7166, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

~~J.P. Enterprises~~, 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 Taney, Rizal and herein represented by its Proprietor/President/ General Manager, Peppirio Nino, of legal age, Filipino citizen, single/married, resident of Taney, 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. 2, s. 2021 namely:

Installation of Lift Structure at the Ynares Event Center, Brgy. San Roque, Antipolo, City

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last July 19, 2021, 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 Eight Hundred Eighty Five Thousand Five Hundred Fifty One Pesos and 94/100 (P 3,885,551.94), 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 and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Ord. # 2, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 Eight Hundred Eighty Five Thousand Five Hundred Fifty One Pesos and 94/100 (P 3,885,551.94), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million One Hundred Sixty Five Thousand Six Hundred Sixty Five Pesos and 50/100 (P1,165,665.50) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 facilities 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 20 day of AUG 20 2021 **ANGONO CITY, RIZAL**

JRD-32 Enterprises
 Entity/Firm/Corporation
 By: 
Porfirio Mina
 Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT
 By: 
REBECCA A. YNARES
 Governor


GINA L. ANORMA

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
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. REBECCA A. YNARES <u>Porfirio Mina</u>	Passport No. PE239281A <u>15-422-889</u>	August 5, 2022	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:

Installation of Lift Structure at the Ynares Event Center, Brgy. San Roque Antipolo City

ANGONO, RIZAL

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WITNESS MY HAND AND SEAL this 20 day of AUG 20 2021 at ANGONO CITY, RIZAL


GAUDENCIO M. SANTOS
 NOTARY PUBLIC
 for Angono, Binangonan & Cardona
 all in the PROVINCE OF RIZAL
 Until December 31, 2021
 NOTARY PUBLIC, Matter No. 1-22
 PTR NO. 2020 Rizal
 Roll of Attorneys No. 69250
 IBP Lifetime Member No. 018632/Rizal
 MCLE Compliance No. VI-0007883
 Valid until April 14 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to **STEELBEND CONSTRUCTION INC.** that work may proceed on the *Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court and Ynares Multi-Purpose Building at Brgy. Sto. Domingo and Brgy. Sta. Rosa, Cainta, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8-23-2021

Authorized Signature:

Name of the Representative of the Bidder:


JESSA F. PAYTE

CONSTRUCTION AGREEMENT

8

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. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

Steelband Construction Inc., 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 Juan City and herein represented by its Proprietor/President/ General Manager, James Payto, of legal age, Filipino citizen, single/married, resident of San Juan 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. 14, s. 2021/RPSB 8, s. 2020 namely:

Repair/Repainting/Improvement of Ynares Multipurpose Covered Court and Ynares Multipurpose Bldg at Brgy. Sto. Domingo and Brgy. Sta. Rosa, Calata, 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 July 15, 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Eight Hundred Four Thousand Two Hundred Seven Pesos and 66/100 (P 804,207.66), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Forty Five (45) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 14, s. 2021/RPSB 8, s. 2020
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 Eight Hundred Four Thousand Two Hundred Seven Pesos and 66/100 (P 804,207.66), 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;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Forty One Thousand Two Hundred Sixty Two Pesos and 30/100 (P 241,262.30) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 therein. 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 20 day of AUG 20 2021 **ANGONO, RIZAL**

Steelhead Const. Inc
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
JASON PAYTE
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
GINA Z. ANORMA

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
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. REBECCA A. YNARES <u>Jason Payte</u>	Passport No. PE230381A <u>009-268-226</u>	August 5, 2022	Merrill

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

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

Repair/Repainting/Improvement of Ynares Multipurpose Covered Court and Ynares Multipurpose Building at Brgy. Sto. Domingo and Brgy. Sta. Rosa, Calamba Rizal

ANGONO, RIZAL

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[Signature]
ATTY. ANNE MARIE L. SANTOS
Notary Public

for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
Adm Matter No. 14-016
NOTARY PUBLIC NO. 10200 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 018632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

MR. LAURO 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 Perimeter Fence for Ynares Multi-Purpose Covered Court at Vista Verde Exec. Village Phase 3, Brgy. San Isidro, Cainta, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:
Name of the Representative of the Bidder:

8-23-2021


LAURO M. UBIADAS

07/19/2021 # 9

CONSTRUCTION AGREEMENT 9

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

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

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 14, s. 2021 namely:

Construction of Perimeter Fence for Multipurpose Covered Court at Vista Verde Eco. Village Phase 3, Brgy. San Isidro, Cainta, 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 July 19, 2021, 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 Seven Hundred Thirty Seven Thousand Three Hundred Fifty Eight Pesos and 68/100 (P 1,737,358.68) Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Fifty (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 14, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 Seven Hundred Thirty Seven Thousand Three Hundred Fifty Eight Pesos and 68/100 (P 1,737,358.68) Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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; 9

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS ~~Five Hundred Twenty One Thousand Two Hundred Seven Pesos and 60/100~~ (P 521,227.60) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this AUG 20 2021 day of _____ at Antipolo City.

Kit Ubiadas Const. Corp.
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
Lauro N. Ubiadas
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
CINA E. ANORMA

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLARIZAL) S.S.

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. 98230281A	August 5, 2022	Manila
<u>Lauro N. Ubiadas</u>	<u>008-410-689</u>		

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

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

Construction of Perimeter Fence for Ynares Multipurpose Covered Court at Vista Verde Euse, Village Phase 3, Brgy. San Isidro, Cainta, Rizal

WITNESS MY HAND AND SEAL this AUG 20 2021 day of ANGONO, RIZAL

[Signature]
ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
Adm. Matter No. 19-004
NOTARY PUBLIC, Angono, Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022

Doc. No. 02
Page No. 30
Book No. 3
Series 21



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to **STEELBEND CONSTRUCTION INC.** that work may proceed on the
*Construction of Perimeter Fence of Ynares Multi-Purpose Covered Court
at DM 2 Subd., Brgy. San Roque, Cainta, Rizal*
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

20-2021

Authorized Signature:

Name of the Representative of the Bidder:

JESSA F. PAYTE

CONSTRUCTION AGREEMENT 10

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

~~Steelhead Construction, Inc.~~, 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 Juan City, and herein represented by its Proprietor/President/ General Manager, Jesse Fayta, of legal age, Filipino citizen, single/married, resident of San Juan 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. 14, s. 2021 namely:

Construction of Perimeter Fence of Ynares Multipurpose Covered Court at IM 2 Subd., Brgy. San Roque, Calatagan, 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 July 19, 2021, 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 Hundred Sixty Four Thousand Five Hundred Sixteen Pesos and 81/100 (P. 664,546.81), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Forty Three (43) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 14, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 Six Hundred Sixty Four Thousand Five Hundred Sixteen Pesos and 81/100 (P. 664,546.81), 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; 10

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Ninety Nine Thousand Three Hundred Fifty Five Pesos and 04/100 (P 199,355.04) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 therein: 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 forfeitors 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereto signed this Agreement this 20 day of AUG 20 2021 at ANGONO, RIZAL

Steelhead Construction, Inc
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
Jesse Payta
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
CINA Z. ANORMA

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
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. REBECCA A. YNARES	Passport No. PE230281A	August 5, 2022	Merrill
<u>Jesse Payta</u>	<u>009-258-226</u>		

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

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

Construction of Perimeter Fence of Ynares Multipurpose Covered Court at
IM 2 Subd., Brgy. San Roque, Cainta, Rizal

ANGONO, RIZAL

WITNESS MY HAND AND SEAL this 20 day of AUG 20 2021

[Signature]
ATTY. ANNA MARIE L. SANTOS
Notary Public

for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
Adm. Matter No. 14-025
NOTARY PUBLIC NO. 1070200 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022

Doc. No. 116
Page No. 19
Book No. 9
Series 20 11



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Dear Mr. Villariña:

The attached Contract Agreement having been approved, notice is hereby given to **MAK JAMS CONSTRUCTION** that work may proceed on the *Construction of Roadway Lightings at Brgy. Boor & Brgy. Ticulio, Cardona, Rizal* effective on the day you received this Notice to Proceed.

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

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

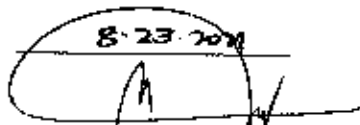
Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:


MICHAEL A. VILLARIÑA

CONSTRUCTION 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. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

Mal-Java 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 Villarino, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 14, s. 2021 namely:

Construction of Roadway Lightings at Brgy. Beer & Brgy. Tialio, Cardona, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last July 19, 2021, 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 One Hundred Thirteen Thousand Three Hundred Thirty Four Pesos and 02/100 (P 3,113,334.02), 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 and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 14, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 One Hundred Thirteen Thousand Three Hundred Thirty Four Pesos and 02/100 (P 3,113,334.02), 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;

R

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS ~~Nine Hundred Thirty Four Thousand Pesos and 24/100~~ (P ~~934,000.24~~) Philippine Currency, in the form of ~~Performance Bond~~ as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 or the forfeiture in favor of the government of any unawarded 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of _____

Angono City
ANGONO, RIZAL

Mal-Jano Construction
Entity/Firm/Corporation
By: 
Michael Villarain
Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By: 
REBECCA A. YNARES
Governor

WITNESSES


GINA L. ANORMA


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANGONO CITY) S.S.
ANGONO, RIZAL

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. PE239281A	August 5, 2028	Manila
<u>Michael Villarain</u>	<u>221-027-734</u>		

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

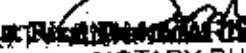
This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Roadway Lightings at Brgy. Boor & Brgy. Tisullo, Cardona, Rizal.

WITNESS MY HAND AND SEAL this _____ day of AUG 20 2021

ANGONO, RIZAL

Doc. No. 01
Page No. 19
Book No. 3
Series 2


NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
NOTARY PUBLIC Matter No. 1946
PTR NO. 19026 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

MR. LAURO 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 *Installation of Electrical Lighting System of Ynares Multi-Purpose Covered Court and Improvement of Principal's Office at Brgy. Daltg, Brgy. Ticullo and Brgy. Subay, Cardona, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8.23.2021

Authorized Signature:



Name of the Representative of the Bidder:

LAURO M. UBIADAS

07/19/2021 # 12

CONSTRUCTION AGREEMENT 12

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

KIT UELADAS CONSTRUCTION CORP., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal, and herein represented by its Proprietor/President/ General Manager, Lauro M. Ueladas, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. Ordinance #14, s. 2021 namely: **Installation of Electrical Lighting System Of Ynares Multi-Purpose Covered Court and Improvement of Principal's Office at Brgy. Dalig, Brgy. Picullo and Brgy. Subay, Cardona, Rizal**

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 19 July 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Eight Hundred Eighty-Three Thousand One Hundred Six Pesos and 69/100 (P 883,106.69), 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 and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Ordinance # 14, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificates of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 Eight Hundred Eighty-Three Thousand One Hundred Six Pesos & 69/100 (P 883,106.69), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 12

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Sixty-Four Thousand Nine Hundred Thirty-Two Pesos (P 264,932.00) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 or 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this AUG 20 2021 day of _____ at Antipolo City.

KIT URIADAS CONSTRUCTION CORP.
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
LAURO M. URIADAS
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
CINA L. ANORMA

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLICHO, RIZAL) S.S.

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239241A	August 5, 2021	Manila
<u>LAURO M. URIADAS</u>	<u>008-410-649</u>		

all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledge 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 the page wherein this acknowledgment is written and has been signed by the parties herein in each and every page hereof, refers to the Agreement for:

Installation of Electrical Lighting System of Ynares Multi-Purpose Covered Court and Improvement of Principal's Office at Brgy. Dalig Brgy. Ticulic and Brgy. Subay, Cardona, Rizal

WITNESS MY HAND AND SEAL this AUG 20 2021 day of _____ at ANGONO, RIZAL

[Signature]
ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Bittangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
Adm. Matter No. 19006
PTR NO. 19006 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. 1-0007883
Valid until April 14, 2022

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 Various Ynares Waiting Sheds, Jalajala, Rizal* effective on the day you received this Notice to Proceed.

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


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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:
Name of the Representative of the Bidder:

8-23-2021

RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT 13

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. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

LARD BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Baras, Rizal and herein represented by its Proprietor/President/ General Manager, RENATO VILLAROMAN, 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. Ordinance #14, s. 2021 namely:
Repair/Repainting of Various Ynares Waiting Sheds, 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 19 July 2021, 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-Five Thousand Six Hundred Forty-Five Pesos & 24/100 (P465,645.24), 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-Seven (45) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Ordinance # 14, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Hundred Sixty-Five Thousand Six Hundred Forty-Five Pesos & 24/100 (P465,645.24), 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; 13

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS ~~One Hundred Thirty-Nine Thousand~~ ~~Six Hundred Ninety-Three Pesos & 52/100~~ (P 139,693.52) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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. (3)

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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 20 day of AUGUST 2021 ANGONO, RIZAL

LANDG BUILDERS

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

By:

RENATO VILLAROMAN

REBECCA A. YNARES

Proprietor/Manager/President

Governor

WITNESSES

GINA A. ANORMA

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
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
<u>HON. REBECCA A. YNARES</u>	Passport No. <u>PE239281A</u>	<u>August 5, 2028</u>	<u>Manila</u>
<u>RENATO VILLAROMAN</u>	<u>119-041-448</u>		

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

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

Repair/Repainting of Various Ynares Waiting Sheds, Jalajala, Rizal

WITNESS MY HAND AND SEAL this 20 day of AUGUST 2021

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
Adm. Matter No. 11-206
NOTARY PUBLIC, 1127206 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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


Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to **EGF ENTERPRISES AND CONST.** that work may proceed on the *Construction of Livelihood Training Center, Brgy. 1st District, Jalajala, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:


8-23-2021
EDWIN G. FRANCISCO

CONSTRUCTION AGREEMENT

14

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

BOF ENTERPRISES & 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 TERESA, RIZAL, and herein represented by its Proprietor/President/ General Manager, EDWIN FRANCISCO, of legal age, Filipino citizen, single/married, resident of TERESA, RIZAL, hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pambalawigan Ordinance No. Ordinance #23, s. 2020 namely: **Construction of Livelihood Training Center, Brgy. 1st 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 19 July 2021, 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 Million Nine Hundred Thirty-Nine Thousand One Hundred Seventy Pesos & 54/100 (P9,939,170.54), 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 Two Hundred (200) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Ordinance # 23, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 Nine Million Nine Hundred Thirty-Nine Thousand One Hundred Seventy Pesos & 54/100 (P9,939,170.54). 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 Million Nine Hundred Eighty-One Thousand Seven Hundred Fifty-One Pesos & 16/100~~ (P 2,981,751.16) Philippine Currency, in the form of ~~Performance Bond~~ as a measure of guarantee for the faithful compliance of and 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 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 damages 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 furniture 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereto signed this Agreement this _____ day of

AUG 20 2021

ANGONO, RIZAL

EGP ENTERPRISES & CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

EDWIN FRANCISCO

Proprietor/Manager/President

By:

REBECCA A. YNARES

Governor

WITNESSES

GINA Z. ANORMA

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

ANGONO, RIZAL

) S.S.

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P6230281A	August 5, 2022	Manila
EDWIN FRANCISCO	153-109-386		

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 Livelihood Training Center, Brgy. 4th District, Jalajala, Rizal

WITNESS MY HAND AND SEAL this

day of AUG 20 2021

AT ~~Manila~~ ANTONOS

ANGONO, RIZAL

NOTARY PUBLIC

for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2022

NOTARY PUBLIC Matter No. 14-01
Rizal

Roll of Attorneys No. 39250

IBP Lifetime Member N. 016632/Rizal

MCLE Compliance No. VI-0007883

Valid until April 14, 2022

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to **L.L. MARRON CONST. AND TRADING** that work may proceed on the *Construction of 2-Seater Comfort Room at Sitio Namay, Brgy. San Juan, Morong, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:



LAURA L. MARRON

CONSTRUCTION AGREEMENT 15

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

L.L. MARRON CONSTRUCTION AND TRADING, a sole 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, LAURA L. MARRON, of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. Ordinance #14, s.2021 namely:

Construction of 2-Seater Comfort Room at Sitio Nansay, Brgy. San Juan, Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 19 July 2021, 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 Hundred Fifty-Seven Thousand One Hundred Fifty-Five Pesos & 37/100 (P 657,155.37), 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 and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Ordinance # 14, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 Six Hundred Fifty-Seven Thousand One Hundred Fifty-Five Pesos & 37/100 (P 657,155.37), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 16

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Ninety-Seven Thousand One Hundred Forty-Six Pesos & 61/100 (P197,146.61) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of at **ANGONO, RIZAL**

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

RIZAL PROVINCIAL GOVERNMENT

By: 
LAURA L. MARRON
Proprietor/Manager/President

By: 
REBECCA A. YNARES
Governor

WITNESSES


MIRA A. ANGONA


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
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. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
LAURA L. MARRON	236-059-376		


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

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

Construction of 2-Seater Comfort Room at Sitio Nancy, Brgy. San Juan, Merang, Rizal

WITNESS MY HAND AND SEAL this day of at Rizal Provincial Capitol, **ANGONO, RIZAL**

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Series 20 21


ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
in the PROVINCE OF RIZAL
Until December 31, 2021
Adm. Matter No. 19
PTR NO. 1521 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 Balajadia Extension (Bypass Road), San Pedro, Morong, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8.23.2021

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONSTRUCTION AGREEMENT 16

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

SPS Builders, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Marang, Rizal, and herein represented by its Proprietor/President/ General Manager, Arnold Sam of Biting, of legal age, Filipino citizen, single/married, resident of Marang, 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. 18, s. 2021 namely:

Construction of Roadway Lightings at Malajadia Extension (Bypass Road) San Pedro Morong, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last July 19, 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Three Hundred Thirty One Thousand One Hundred Eighty Nine Pesos and 19/100 (P 2,331,189.19), 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 60 (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. 18, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Three Hundred Thirty One Thousand One Hundred Eighty Nine Pesos and 19/100 (P 2,331,189.19), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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; 16

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS ~~Six Hundred Ninety Nine Thousand Three Hundred Fifty Six Pesos and 76/100~~ Six Hundred Ninety Nine Thousand Three Hundred Fifty Six Pesos and 76/100 (P ~~699,356.76~~ 699,356.76) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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. 16

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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 20 day of AUG 2021

ANGONO, RIZAL

GKB Builders
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

By:

CAROL KAM SJ. BILIG
Proprietor/Manager/President

REBECCA A. YNARES
Governor

WITNESSES

GINA Z. ANORMA

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) 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. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
CAROL KAM SJ. BILIG	196-519-325		

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 Balajadia Extension (Dyosa Road), San Pedro, Noronog, Rizal

WITNESS MY HAND AND SEAL this _____ day of _____

AUG 20 2021

ANNA MARIE L. SANTOS
NOTARY PUBLIC

for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2027

Adm. Matter No. 14-188
NOTARY PUBLIC 11/21/20 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. Q16632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14 2022

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 *Improvement of Ynares Multi-Purpose Covered Court and Construction of Gate and Arc at Brgy. Bagumbayan and Brgy. Halayhayin, Pililla, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8-23-2021

Authorized Signature:

Name of the Representative of the Bidder:


GERALD KENN SJ. BILOG

CONSTRUCTION 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. Ovaros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

GKB BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Merong, Rizal** and herein represented by its Proprietor/President/General Manager, **Gerald Kama S.J. Bilog**, of legal age, Filipino citizen, single/married, resident of **Merong, Rizal**, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, that,

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuant of the **Siagang Pangasinan Ordinance No. Ordinance #23, s. 2020** namely:

Improvement of Dnares Multi-Purpose Covered Court and Construction of Gate & Arc at Brgy. Bagumbayan and Brgy. Halayhayin, Pililla, 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 **19 July 2021** 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 Twenty-Four Thousand Six Hundred Fifty-Six Pesos & 32/100** (P 1,024,556.52, Philippine Currency).

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

1. The whole works subject matter of this Agreement shall be completed within **Forty-five (45)** calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. **Ordinance # 23, s. 2021**
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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
- k. Credit Line Certificate/NPCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9194

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 Twenty-Four Thousand Six Hundred Fifty-Six Pesos & 32/100** (P 1,024,556.52, Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement at 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. A

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Seven Thousand Three Hundred Ninety-Six Pesos & 90/100 (P307,396.90) Philippine Currency, in the form of Performance Bond as a guarantee of guarantee for the faithful compliance of and 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 damages 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of

August 2028 ANGONO, RIZAL

GKB BUILDERS

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

GERALD KENN S.J. BILCOG
Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor

WITNESSES

WILMA L. ANGONA

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLLO CITY) 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. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
GERALD KENN S.J. BILCOG	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: **Improvement of Ynares Multi-Purpose Covered Court and Construction of Gate & Arc at Brgy. Bagumbayan and Brgy Halagbayin, Pililla, Rizal**

WITNESS MY HAND AND SEAL this _____ day of August 2028, at Rizal Provincial Capitol,

Antipolo City
ANGONO, RIZAL

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Series 2028

ATTY. ANTONIO L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2028
Adm. Matter No. 12-000
PTR NO. 12710 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the *Improvement of School Drainage Canal and Perimeter Fence (Portion) at Bugarin Elem. School, Brgy. Halayhayin, Pililla, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8-22-2021

Authorized Signature:



Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION 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 Capital, Circumferential Road corner P. Olivares St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNALES**, herein referred to as the **PROVINCE**; and

KYE URIADAS CONSTRUCTION CORP., a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Binangonan, Rizal** and herein represented by its Proprietor/President/General Manager, **LAURO M. URIADAS** of legal age, Filipino citizen, single/married, resident of **Binangonan, Rizal**, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuance of the Sangguniang Pambalayan Ordinance No. **Ordinance 14, s. 2021** namely: **Improvement of School Drainage Canal and Perimeter Fence (Portion) at Dagaria-Hon. School, Brgy. Balayhayin, Pililla, 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 **19 JULY 2021**, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of **Eight Hundred Fifty-Five Thousand Five Hundred Eighty-Two Pesos and 43/100** (P855,582.43), 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-Four** (84) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. **Ordinance 14, s. 2021**
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NPCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 **Eight Hundred Fifty-Five Thousand Five Hundred Eighty-Two Pesos and 43/100** (P855,582.43), 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; 18

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-Six Thousand Six Hundred Seventy-Four Pesos and 75/100~~ (P 296,674.75) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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. 18

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 furniture 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this Aug 20 2023 day of August at Antipala City.

KIT UBIABAS CONSTRUCTION CORP.
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
LAURO M. UBIABAS
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

[Signature]
CINAZ ANORMA

WITNESSES

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P0230281A	August 5, 2023	Manila
LAURO M. UBIABAS	000-410-689		

all known to me and to me known to be the same persons 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 School Drainage Canal and Perimeter Fence (Partion) at Nugarin Elem. School, Brgy. Malaybayin, Pililla, Rizal**

WITNESS MY HAND AND SEAL this Aug 20 2023 day of August at ANGONO, RIZAL

[Signature]
ATTY ANNA MARIE L. SANTOS
Notary Public
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2024
Adm. Matter No. 19-100
NOTARY PUBLIC
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022

Doc No. 95
Page No. 30
Book No. 3
Series 2023



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to **YAKALER CONSTRUCTION AND SUPPLIES** that work may proceed on the *Repair/Repainting of Ynares School Buildings at Bugarin National High School, Brgy. Halayhayin, Pililla, Rizal* effective on the day you received this Notice to Proceed.

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

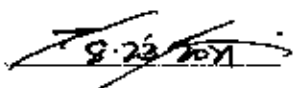
Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:
Name of the Representative of the Bidder:


EDWIN B. RIVERA

CONSTRUCTION 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 **GOVERNOR, HON. REBECCA A. YNAKES**, herein referred to as the **PROVINCE**; and

YAKALAN CONSTRUCTION AND 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 Marikina, Rizal and herein represented by its Proprietor/President/General Manager, **HOWIE D. RIVERA** of legal age, Filipino citizen, single/unmarried, resident of Marikina, 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 Pambalayan Ordinance No. Ordinance 10, s. 2021 namely:

Repair/Repainting of Inmates School Buildings at Dugarin National High School, Brgy. Malaybaya, Pililla, 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 19 July 2021, 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 Sixty Thousand One Hundred Forty-Six Pesos & 70/100 (P 2,660,146.70), 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 150-152 (90) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Ordinance 10, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The **PROVINCE** hereby covenants to pay the **CONTRACTOR** the amount of **PESOS Two Million Sixty Thousand One Hundred Forty-Six Pesos & 70/100 (P 2,660,146.70)**, 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; 19

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS ~~Six Hundred Eighteen Thousand Forty-Four~~ ₱10,044.03 (P10,044.03) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 19

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 or 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have heretofore signed this Agreement this AUG 20 2021 day of _____ at Antipolo City.

YAKALEN CONSTRUCTION AND SUPPLIES
Entity/Firma/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

EDWIN B. RIVERA
Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor

WITNESSES

CINA L. ANORMA

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLANO, RIZAL) S.S.

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. PE239281A	August 5, 2022	Manila
<u>EDWIN B. RIVERA</u>	<u>488-048-930</u>		

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: **Repair/Repainting of Inares School Buildings at Nugarin National High School, Brgy. Salapuyan, Pililla, Rizal**

WITNESS MY HAND AND SEAL this AUG 20 2021 day of _____
ANGONO, RIZAL

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Brgy. San Andres Gardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
Adm. Matter No. 19-000
PTR NO. 1880744 Rizal
NOTARY PUBLIC Bar No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022

Doc. No. 24
Page No. 19
Book No. 3
Series 20 A



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 School Building, Ynares Multi-Purpose Covered Court and Stage at Brgy. Malaya, Piliilla, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8.23.2021

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

LARD BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Bonuan, Rizal and herein represented by its Proprietor/President/General Manager, Remate Villareman of legal age, Filipino citizen, single/married, resident of Bonuan, 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 Pambalawigan Ordinance No. SP 008 s. 2020 namely: **Repairs/Repainting of Ynares School Building, Ynares Multi-Purpose Covered Court and Stage at Brgy. Malaya, Pililla, 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 19 July 2021, 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 Eighty-Three Thousand Seven Hundred Eighty-Three Pesos & 00/100 (P 2,183,783.00 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 and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. SP 008 s. 2020
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NPCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing E.A. No. 9184

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

3. The **PROVINCE** hereby covenants to pay the **CONTRACTOR** the amount of **PESOS Two Million One Hundred Eighty-Three Thousand Seven Hundred Eighty-Three Pesos & 00/100** (P 2,183,783.00), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 20


5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS ~~Six Hundred Fifty-Five Thousand One Hundred Thirty-Five Pesos & 14/100~~ (P 655,135.14) Philippine Currency, in the form of ~~Performance Bond~~ as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

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

8

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 20

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 or 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereto signed this Agreement this 20 day of AUGUST 20 2021 ANGONO, RIZAL

LARD BUILDERS
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
Renato Villaroman
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
CINA L. ANORMA

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
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. REBECCA A. YNARES	Passport No. P0230261A	August 5, 2020	Manila
<u>RENATO VILLAROMAN</u>	<u>119-041-448</u>		

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page insofar, refers to the Agreement for **Repair/Repainting of Ynares School Building, Ynares Multi-Purpose Covered Court and Stage at Brgy. Malaya, Pililla, Rizal**

WITNESS MY HAND AND SEAL this 20 day of AUGUST 20 2021

ANGONO, RIZAL
Doc. No. 61
Page No. 27
Book No. 9
Series 20 14

[Signature]
ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
NOTARY PUBLIC
Adm. Matter No. 17-06
PTR NO. 1077719 Rizal
Roll of Attorneys No. 69260
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

MR. NICKERSON H. SAGUN
NICKERSON CONSTRUCTION
Rodriguez, Rizal

Dear Mr. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to **NICKERSON CONSTRUCTION** that work may proceed on the *Repainting/Repair of Ynares Multi-Purpose Covered Court /Ynares Multi-Purpose Building at Brgy. Balite and Brgy. San Rafael, Rodriguez, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:
Name of the Representative of the Bidder:

NICKERSON H. SAGUN

CONSTRUCTION AGREEMENT 21

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 Capital, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and

HICKERSON 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 Rodriguez, Rizal and herein represented by its Proprietor/President/General Manager, HICKERSON SAGUN, of legal age, Filipino citizen, single/married, resident of Rodriguez, 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 Pambansag Ordinance No. Ordinance # 44, s. 2024 namely: Repainting/Repair of Inarea Multi-Purpose Covered Court/ Inarea Multi-Purpose Building at Brgy. Balite and Brgy. San Rafael, Rodriguez, 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 19 July 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 Six Hundred Thirty Nine Thousand Four Hundred Eighteen Pesos & 74/100 (P 1,639,418.74), 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 One Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Ordinance # 14, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Six Hundred Thirty Nine Thousand Four Hundred Eighteen Pesos & 74/100 (P 1,639,418.74), 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; a contract price of 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; 2

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS ~~Four Hundred Ninety-One Thousand Eight Hundred Twenty-Five Pesos & 62/100~~ (P491,825.62) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereto signed this Agreement this _____ day of

AUG 20 2021 **ANGONO, RIZAL**

NICKERSON CONSTRUCTION

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

NICKERSON BAGUIP

Proprietor/Manager/President

By:

REBECCA A. YNARES

Governor

WITNESSES

GINA Z. ANORMA

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLLO CITY) 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. REBECCA A. YNARES	Passport No. PE230281A	August 5, 2028	Merrill
NICKERSON BAGUIP	412-090-913		

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

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

Repainting/Repair of Inares Multi-Purpose Covered Court/ Inares Multi-Purpose Building at Brgy. Balite and Brgy. San Rafael, Rodriguez, Rizal

WITNESS MY HAND AND SEAL this _____ day of AUG 20 2021

ANGONO, RIZAL

Doc No. 111
Page No. 24
Book No. 7
Series 20

ATTY. ANNA MARIE L. CRANTOS
NOTARY PUBLIC
for Angono, Binangonan & Gardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
NOTARY PUBLIC
Rizal
PTR NO. 552194
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to **GKB BUILDERS** that work may proceed on the *Imprv. of Ynares Multi-Purpose Covered Court at Greenrose 1 Subd., Brgy. Geronimo, Rodriguez, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8-23-21

Authorized Signature:

Name of the Representative of the Bidder:


GERALD KENN SJ. BILOG

CONSTRUCTION AGREEMENT

22

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 Capital, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

GKB BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Marung, Rizal** and herein represented by its Proprietor/President/ General Manager, **GARCIA LUNA S.J. BILIG**, of legal age, Filipino citizen, single/married, resident of **Marung, Rizal**, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That:

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuance of the Sangguniang Pambalayan Ordinance No. Ordinance #14, s. 2021 namely:

Improvement of Ynares Multi-Purpose Covered Court at Greenrose I Subd., Brgy. Germino, Rodriguez, 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 19 July 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Seven Hundred Sixty-Eight Thousand Six Hundred Eleven Pesos & 21/100 (P768,611.21), 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 (40) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Ordinance # 14, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NPCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 **PEOS** Seven Hundred Sixty-Eight Thousand Six Hundred Eleven Pesos & 21/100 (P768,611.21), 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 at 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; 22

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 Thousand Five Hundred Eighty-Three Pesos & 36/100 (P 230,583.36) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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. 22

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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 20 day of AUG 20 2021

ANGONO, RIZAL

GCB BUILDERS
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

By:

GERALD KENN S.J. BILOS
Proprietor/Manager/President

REBECCA A. YNAKES
Governor

WITNESSES

GINA Y ANORMA

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) 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. REBECCA A. YNAKES	Passport No. P8239281A	August 5, 2022	Manila
GERALD KENN S.J. BILOS	196-519-523		

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

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

Improvement of Ynares Multi-Purpose Covered Court at Greenrose I Subd., Brgy. Geromino, Rodriguez, Rizal

WITNESS MY HAND AND SEAL this 20 day of AUG 20 2021

ANGONO, RIZAL

Doc. No. 10
Page No. 23
Book No. 2
Series No. 14

ATTY. ANNA MARIE E. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2022
NOTARY PUBLIC
Adm. Matter No. 1700
PTR NO. 17700 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 018832 /Rizal
MCLE Compliance No. VI-0007683
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 Multi-Purpose Covered Court and Construction of Comfort Room at Brgy. San Jose and Brgy. Ampid I, Rodriguez and San Mateo, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8-23-2021

Authorized Signature:

Name of the Representative of the Bidder:


RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT 23

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

LARD BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Baras, Rizal and herein represented by its Proprietor/President/General Manager, Renate Villareman 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. Ordinance 14, s. 2021 namely:

Repair/Repainting of Tareas Multi-Purpose Covered Court and Construction of Comfort Room at Brgy. San Jose and Brgy. Anpid I, Rodriguez and San Mateo, 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 19 July 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Three Hundred Eighty-Five Thousand Six Hundred Seventy Pesos & 69/100 (P1,385,670.69), 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 Seventy-Five (75) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Ordinance / 14, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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
- k. Credit Line Certificate/NPCC Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 Three Hundred Eighty-Five Thousand Six Hundred Seventy Pesos & 69/100 (P1,385,670.69)**, Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement at a contract price of 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. 23

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Fifteen Thousand Seven Hundred One Pesos & 21/100 (P415,701.21) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 23

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 forfeitures 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereto signed this Agreement this 20 day of AUG 20 2021 at ANGONO, RIZAL

LARD BUILDERS
 Entity/Firm/Corporation
 By: [Signature]
RENATO VILLARMAN
 Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT
 By: [Signature]
REBECCA A. YNARES
 Governor

[Signature]
GINA Z. ANORMA

WITNESSES
[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
 ANTIPOLO CITY) 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. REBECCA A. YNARES	Passport No. P4239281A	August 5, 2028	Manila
<u>RENATO VILLARMAN</u>	<u>119-041-448</u>		

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: **Repair/Repainting of Ynares Multi-Purpose Covered Court and Construction of Comfort Room at Brgy. San Jose and Brgy. Angid I, Rodriguez and San Mateo, Rizal**

WITNESS MY HAND AND SEAL this 20 day of AUG 20 2021 at Angono, Rizal

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[Signature]
ATTY. ANNA MARIE L. SANTOS
 NOTARY PUBLIC
 for Angono, Binangonan & Cardona
 all in the PROVINCE OF RIZAL
 Until December 31, 2021
 Adm. Matter No. 17-26
NOTARY PUBLIC
 PTR NO. 102786 Rizal
 Roll of Attorneys No. 69250
 IBP Lifetime Member No. 016632 /Rizal
 MCLE Compliance No. VI-0007883
 Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

MR. DANDY B. MORADA
D.B. MORADA COSNTRUCTION COMPANY
Rodriguez, Rizal

Dear Mr. Morada:

The attached Contract Agreement having been approved, notice is hereby given to ***D.B. MORADA COSNTRUCTION COMPANY*** that work may proceed on the ***Construction of 2-Storey Ynares Multi-Purpose Bldg. (Health Center), Brgy. Balite, Rodriguez, Rizal*** effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8/23/2021

Authorized Signature:

Name of the Representative of the Bidder:

DANDY B. MORADA

CONSTRUCTION AGREEMENT

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 **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

D.R. MERADA CONSTRUCTION COMPANY, 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 Rodríguez, Rizal and herein represented by its Proprietor/President/General Manager, Randy R. Merada of legal age, Filipino citizen, single/married, resident of Rodríguez, 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 Pambalayan Ordinance No. Ordinance # 14, s. 2021 namely:

Construction of 2-Storey Intra Multi-Purpose Building (Health Center), Brgy. Balite, Rodríguez, 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 19 July 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Seven Hundred Five Thousand One Hundred Ninety-Nine Pesos 91/100 (P3,705,199.91), 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 Sixty (160) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Ordinance # 14, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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
- k. Credit Line Certificate/NPCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing E.A. No. 9184

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 Seven Hundred Five Thousand One Hundred Ninety-Nine Pesos 91/100 (P3,705,199.91)**, Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement at 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; 24

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 Eleven Thousand Five Hundred Fifty-nine Pesos & 85/100 (P1,111,559.85) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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

B

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

24

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 20 day of AUG 20 2021 at ANGONO, RIZAL

D.S. MORADA CONSTRUCTION COMPANY
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: 
RANDY B. MORADA
Proprietor/Manager/President

By: 
REBECCA A. YNARES
Governor


GINA Y. ANORMA

WITNESSES


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
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. REBECCA A. YNARES	Passport No. P8230281A	August 5, 2028	Manila
RANDY B. MORADA	010-170-000		


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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: **Construction of 2-Storey Ynares Multi-Purpose Building (Health Center), Ergy, Balite, Rodriguez, Rizal**

WITNESS MY HAND AND SEAL this 20 day of AUG 20 2021 at ANGONO, RIZAL

ANGONO, RIZAL

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Series 20 71


ATTY. ANNA MARIEL SANTOS
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
Adm. Matter No. 1600
NOTARY PUBLIC NO. 19916 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 *Repainting/Repair of Ynares Multi-Purpose Covered Court at Brgy. Manggahan, Rodriguez, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8.23.2021

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

LARD BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Barangay, Rizal** and herein represented by its Proprietor/President/General Manager, **Renate Villaronan**, of legal age, Filipino citizen, single/married, resident of **Barangay, 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 Pambalayan Ordinance No. Ordinance # 14, s. 2021 namely: **Repainting/Repair of Ynares Multi-Purpose Covered Court at Brgy. Manggahan, Rodriguez, 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 **19 July 2021**, 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 Seven Hundred Eleven Thousand Three Hundred Eighty-Two Pesos & 06/100 (P1,711,382.06)**, 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 and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Ordinance # 14, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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
- k. Credit Line Certificate/NPCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 Seven Hundred Eleven Thousand Three Hundred Eighty-Two Pesos & 06/100 (P1,711,382.06)**, 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 at a contract price of 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; K

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS ~~Five Hundred Thirteen Thousand Four Hundred Fourteen Pesos & 62/100~~ (P13,414,62) Philippine Currency, in the form of ~~Performance Bond~~ as a measure of guarantee for the faithful compliance of and 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:

[Handwritten mark]
"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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;

[Handwritten mark]
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;

[Handwritten mark]
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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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

[Handwritten mark]

referred therein: 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 herein 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 or the forfeiture in favor of the government of any unrecruited 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 20 day of AUG 20 2021 at Angono City
ANGONO, RIZAL

LAND BUILDERS
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: 
RENATO VILLARCIAN
Proprietor/Manager/President

By: 
REBECCA A. YNARES
Governor

WITNESSES


GINA E. ANORMA


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
ANTIPOLO CITY) 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. REBECCA A. YNARES	Passport No. P4239281A	August 5, 2028	Manila
<u>Renato Villarcian</u>	<u>119-001-448</u>		

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties herein in each and every page hereof, refers to the Agreement for: **Repainting/Repair of Inares Multi-Purpose Covered Court at Brgy. Mangahan, Rodriguez, Rizal**

WITNESS MY HAND AND SEAL this 20 day of AUG 20 2021


NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
NOTARY PUBLIC Matter No. 11-001
PTR NO. 1121291 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Riza.
MCLE Compliance No. VI-0007883
Valid until April 14, 2022

Doc. No. 108
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Book No. 7
Series 21



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 Multi-Purpose Covered Court at Graceland Exec. Subd., Brgy. Ampld II, San Mateo, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,



REBECCA A. YNARES
Governor 

I acknowledge receipt of this Notice on:

8-28-2021

Authorized Signature:

Name of the Representative of the Bidder:



RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT 27

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. Olivares St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

LARD BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Baras, Rinal** and herein represented by its Proprietor/President/ General Manager, **Romato Villaroman**, of legal age, Filipino citizen, single/married, resident of **Baras, Rinal**, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pambalayan Ordinance No. **Ordinance #14, S. 2020** namely: **Repair/Repainting of Inares Multi-Purpose Covered Court at Grassland Exec. Subd., Brgy. Ampid II, San Mateo, Rinal**

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 **19 July 2021**, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of **Nine Hundred Sixty-Four Thousand Fifty-Eight Pesos & 07/100** (**964,058.07**), 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-Eight (48)** calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. **Ordinance # 14, S. 2020**
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NPCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 Nine Hundred Sixty-Four Thousand Fifty-Eight Pesos & 07/100** (**964,058.07**), 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 is 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. 24

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Eighty-Five Thousand Two Hundred Seventy-Five Pasa & 42/100 (P 285,275.42) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 damages 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 by 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 resolve 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 herein to agree in writing to resort to other alternative modes of disputes resolution. 27

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

IN WITNESS WHEREOF, the parties have hereto signed this Agreement this AUG 20 2021 day of August, RIZAL

LAED BUILDERS
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

By:

REYARD VILLARONAN
Proprietor/Manager/President

REBECCA A. YNARES
Governor

WITNESSES

GINA T. ANORMA

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANGONO CITY) S.S.
ANGONO, RIZAL

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. PE239281A	August 5, 2028	Manila
Reyard Villaronan	449-044-448		

all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledge 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 Graceland Eco. Subd., Brgy. Ampid II, San Mateo, Rizal

WITNESS MY HAND AND SEAL this AUG 20 2021 day of August

ANGONO, RIZAL

At Rizal Provincial Capitol
ATTY. ANNA MARIE L. SAMIOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
NOTARY PUBLIC
Roll Matter No. 10-006
PTR NO. 1001106 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 Ynares Stage at Tierra Monte 2 Subd., Brgy. Silangan, San Mateo, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8-23-2021

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT ¹ 28

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 Capital, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNAKES**, herein referred to as the **PROVINCE**; and

LAND BUILDERS, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Baras, Rizal and herein represented by its Proprietor/President/General Manager, Renato Villareman, of legal age, Filipino citizen, single/married, resident of Baras, Rizal, hereinafter referred to as the **CONTRACTOR WINESSETH, Inc.**

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. Ordinance #14, s. 2020 namely: **Construction of Inarea Stage at Tierra Monte 2 Subd., Brgy. Silangan, San Mateo, 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 19 July 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million One Hundred Sixty-Five Thousand Seven Hundred Eighty-Two Pesos & 99/100 (₱1,165,782.99), 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-Eight (78) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Ordinance # 14, s. 2020
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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. Address and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NPCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 One Hundred Sixty-Five Thousand Seven Hundred Eighty-Two Pesos & 99/100** (₱1,165,782.99), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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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 ₱349,734.76 (Three Hundred Forty-Nine Thousand Seven Hundred Thirty-Four Pesos & 76/100) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 damages 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 resolve 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 or consent 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 or 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereto signed this Agreement this 20 day of AUGUST 2021 at ANGONO, RIZAL.

LARD BUILDERS
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
RENATO VILLAROMAN
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
CINA L. ANOEMA

[Signature]
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) 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. REBECCA A. YNARES	Passport No. P0230281A	August 5, 2021	Manila
<u>Renato Villaroman</u>	<u>119-091-448</u>		

all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledged 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 Stage at Sierra Norte 2 Subd., Brgy. Silangan, San Mateo, Rizal**

WITNESS MY HAND AND SEAL this 20 day of AUGUST 2021

ANGONO, RIZAL

Doc. No. 91
Page No. 2
Book No. 7
Series 20 4

[Signature]
ATTY. ANNA MARIE ESPANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
NOTARY PUBLIC
Adm. Matter No. 10-11
PTR NO. 101214 Rizal
Roll of Attorneys No. 68250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 School Building at Jose F. Diaz Mem. National High School, Brgy. Gulod Malaya, San Mateo, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8-23-2021

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT

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 Capital, Circumferential Road corner P. Olivares St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNALES**, herein referred to as the **PROVINCE**; and

LARD SUYDERS, 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 **Davao, Rizal** and herein represented by its Proprietor/President/General Manager, **Romulo Villaverde**, of legal age, Filipino citizen, single/married, resident of **Davao, 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 # 6, s. 2020** namely: **Repair/Repainting of Tamaras School Building at Jose Y. Diaz Mem. National High School, Brgy. Guled Malaya, San Mateo, 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 **19 July 2021**, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of **One Million Three Hundred Eighty-Four Thousand Six Hundred Fifty-Nine Pesos & 87/100 (P 1,384,559.87)**, 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 (40)** calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. **RPSB # 6, s. 2020**
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Consent/Receipt
- k. Credit Line Certificate/NPCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9194

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 provisions of the Contract.

3. The **PROVINCE** hereby covenants to pay the **CONTRACTOR** the amount of **PESOS One Million Three Hundred Eighty-Four Thousand Six Hundred Fifty-Nine Pesos & 87/100 (P 1,384,559.87)**, 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. 29

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Fifteen Thousand Three Hundred Ninety-Seven Pesos & 96/100 (P415,397.96) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 damages 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 workman's health and safety, workman'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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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. 29

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 furniture in favor of the government of any unrecruited 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of _____

AUG 20 2021

ANGONO, RIZAL

LARD BUILDERS
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Renate Villareman
Proprietor/Manager/President

By:

REBECCA A. YNARES
Governor

WITNESSES

CINA L. ANORMA

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLLO CITY) 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. REBECCA A. YNARES	Passport No. DE239281A	August 5, 2021	Manila
<u>Renate Villareman</u>	<u>119-041-448</u>		

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for Repair/Repainting of Inares School Building at Jose F. Diaz Mem. National High School, Brgy. Gulod Malaya, San Mateo, Rizal

WITNESS MY HAND AND SEAL this _____ day of _____

AUG 20 2021

ANGONO, RIZAL

ATTY. ANNA MARIE DE SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
NOTARY PUBLIC, Matter No. 15-006
PTR NO. 1507210 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022

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Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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 *Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court and Stage at Brgy. Wawa and Brgy. Plaza Aldea, Tanay, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8-20-21

Authorized Signature:

Name of the Representative of the Bidder:

POCHOLO A. PASAY

CONSTRUCTION AGREEMENT 30

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. Olivares St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**; and

EA PASAY 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 Cardona, Rizal and herein represented by its Proprietor/President/General Manager, **Fechole Pasay** of legal age, Filipino citizen, single/married, resident of Cardona, 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 # 6, s. 2020 namely: **Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court and Stage at Brgy. Wawa and Brgy. Plaza Aldea, 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 19 July 2021, 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 Seven Hundred Eighty-Six Thousand Thirteen Pesos & 07/100 (P1,786,013.07), 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 and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. RPSB # 6, s. 2020
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NPCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9194

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 Seven Hundred Eighty-Six Thousand Thirteen Pesos & 07/100 (P1,786,013.07), 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; 30

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Thirty-Five Thousand Eight Hundred Three Pesos & 90/100 (P535,803.90) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereof 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 damages 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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. 30

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. 9154, 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of _____

AUG 20 2021

at Antipolo City,
ANGONO, RIZAL

PA PAGAY CONSTRUCTION
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:


Posholo Pagay
Proprietor/Manager/President

By:


REBECCA A. YNARES
Governor

WITNESSES


GINA LANOKMA


MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY) 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. REBECCA A. YNARES	Passport No. PE239281A	August 5, 2021	Manila
<u>Posholo Pagay</u>	<u>149-308-718</u>		

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: **Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court and Stage at Brgy. Wawa and Brgy. Plaza Aldes, Tanay, Rizal**

WITNESS MY HAND AND SEAL this _____ day of AUG 20 2021, at Antipolo City, Rizal

ANGONO, RIZAL

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Series 20 4

ATTY. ANNA MARIE L. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
NOTARY PUBLIC Adm. Matter No. 146
PTR NO. NOTED Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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


Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to **KIT UBIADAS CONSTRUCTION CORP.** that work may proceed on the *Repair/Repainting of Ynares Multi-Purpose Covered Court, Bleachers & Perimeter Fence at Palmera Subd., Phase 6, Brgy. Dolores, Taytay, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

8/23/2021

Authorized Signature:



Name of the Representative of the Bidder:

LAURO M. UBIADAS

CONSTRUCTION AGREEMENT 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 Capital, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNAKES**, herein referred to as the **PROVINCE**; and

~~KIP UTILITIES CORPORATION~~ **KIP UTILITIES 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 Alamangon, Rizal, and herein represented by its Proprietor/President/ General Manager, **LAURO N. MUYADAN**, of legal age, Filipino citizen, single/unmarried, resident of Alamangon, 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 Pambalayan Ordinance No. Ordinance 14, s. 2021 namely: **Repair/Repainting of Tarmac Multi-Purpose Covered Court, Blosshorn & Perimeter Fence at Paloma Subd., Phase 6, Brgy. Saloran, Taytay, Rizal**

WHEREAS, the CONTRACTOR, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the **Lowest Calculated Responsive Bid** in a public bidding held last 19 July 2021, 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 Thirty-Six Thousand Seven Hundred Twenty-Three Pesos & 43/100 (P 936,723.43) 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 150 (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Ordinance 14, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity/consent
- k. Credit Line Certificate/NPCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9154

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 Nine Hundred Thirty-Six Thousand Seven Hundred Twenty-Three Pesos & 43/100 (P 936,723.43) 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; 31

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Eighty-One Thousand Seven Hundred and 00/100 (P201,077.00) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 damages 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 resolve shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however in any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution. 31

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 or 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereto signed this Agreement this AUG 20 2021 day of _____ at Antipolo City.

KIT URIADAS CONSTRUCTION CORP.
Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By: [Signature]
LABNO M. URIADAS
Proprietor/Manager/President

By: [Signature]
REBECCA A. YNARES
Governor

WITNESSES

[Signature]
CINA Z. ANORMA

[Signature]
MA. VICTORIA B. TELADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
ANTIPOLANGONO, RIZAL) S.S.

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

Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. PE239281A	August 5, 2022	Manila
LABNO M. URIADAS	008-410-009		

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, Enclosures & Perimeter Fence at Palanan Subd., Phase 6, Brgy. Delacros, Antipolo, Rizal**

WITNESS MY HAND AND SEAL this AUG 20 2021 day of _____
Antipolo ANGONO, RIZAL

[Signature]
ATTY. ANNA MARIE L. SANTOS
Notary Public
for Angono, Binangonan & Cardona,
all in the PROVINCE OF RIZAL
Until December 31, 2021
Adm. Matter No. 19-000
RTE NO. 155114 Rizal
NOTARY PUBLIC
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632 /Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022

Doc No. 94
Page No. 20
Book No. 5
Series 21



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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

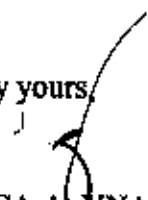
Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to **STEELBEND CONSTRUCTION INC.** that work may proceed on the *Improvement of Ynares Multi-Purpose Building and Construction of Storage Facility at Brgy. Dolores, Taytay, Rizal* effective on the day you received this Notice to Proceed.

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

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

Very truly yours,


REBECCA A. YNARES
Governor ✕

I acknowledge receipt of this Notice on:

8-23-2021

Authorized Signature:

Name of the Representative of the Bidder:


JESSA F. PAYTE

CONSTRUCTION AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

SEELEBOND CONSTRUCTION, INC., 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 Juan City, and herein represented by its Proprietor/President/General Manager, Jesus F. Payta, of legal age, Filipino citizen, single/married, resident of San Juan 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 Pambalawigan Ordinance No. Ordinance # 14, s. 2021 namely:

Improvement of Ynares Multi-Purpose Building and Construction of Storage Facility at Brgy. Dolores, Taytay, Rizal

WHEREAS, the **CONTRACTOR**, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the **Lowest Calculated Responsive Bid** in a public bidding held last 19 July 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Seven Hundred Twenty-Two Thousand One Hundred Eighty-Four Pesos & 13/100 (P 722,184.13), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within 15 (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plan, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Ordinance # 14, s. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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
- k. Credit Line Certificate/NPCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9194

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 Twenty-Two Thousand One Hundred Eighty-Four Pesos & 13/100 (P 722,184.13), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement at 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, 32

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Sixteen Thousand Six Hundred Fifty-Five Pesos & 24/100 (P 216,555.24) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in respect 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:

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"All contracts created 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 damages 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 work 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 resolve 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. 32

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 or the forfeiture in favor of the government of any unavailed 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have heretofore signed this Agreement this 20 day of AUGUST 2021 at ANGONO/RIZAL

STEELEBOND CONSTRUCTION, INC.

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Jessa F. Payte
JESSA F. PAYTE

Proprietor/Manager/President

By:

Rebecca A. Ynares
REBECCA A. YNARES

Governor

WITNESSES

Cina E. Anorma
CINA E. ANORMA

Ma. Victoria B. Tejada
MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
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. REBECCA A. YNARES	Passport No. D0330281A	August 5, 2028	Manila
<u>JESSA F. PAYTE</u>	<u>009-268-226</u>		

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

This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: **Improvement of Ynares Multi-Purpose Building and Construction of Storage Facility at Brgy. Dolores, Taytay, Rizal**

WITNESS MY HAND AND SEAL this 20 day of AUGUST 2021, at ANGONO/RIZAL

ANGONO/RIZAL

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Series 20 21

Atty. Armin M. Santos
ATTY. ARMIN M. SANTOS
NOTARY PUBLIC
for Angono, Binangonan & Cardona
all in the PROVINCE OF RIZAL
Until December 31, 2021
Adm. Matter No. 11-206
PTR NO. 1091246 Rizal
Roll of Attorneys No. 69250
IBP Lifetime Member No. 016632/Rizal
MCLE Compliance No. VI-0007883
Valid until April 14, 2022



Republic of the Philippines
Provincial Government of Rizal

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

20 August, 2021

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


Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to **S.B. SORIANO CONSTRUCTION** that work may proceed on the *Construction of Municipal Jail Management and Penology Center, Morong, Rizal* effective on the day you received this Notice to Proceed.

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

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


Very truly yours,


REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:



SIDNEY. B. SORIANO

CONSTRUCTION AGREEMENT 33

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. Olivas St., Brgy. San Roque, Antipala City, represented in this act by its **GOVERNOR, HON. REBECCA A. YNARES**, herein referred to as the **PROVINCE**, and

S.M. SORIANO CONSTRUCTION, a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizal, and herein represented by its Proprietor/President/General Manager, Sidney Soriano, of legal age, Filipino citizen, single/married, resident of Morong, Rizal, hereinafter referred to as the **CONTRACTOR**. WITNESSETH, That,

WHEREAS, the **PROVINCE** declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. Ordinance # 23, s. 2020 namely: **Construction of Municipal Jail Management and Penology Center, Morong, Rizal**

WHEREAS, the **CONTRACTOR**, warranting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the **Lowest Calculated Responsive Bid** in a public bidding held last 19 July 2021, 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 Fourteen Million Six Hundred Nine Thousand Twenty-Two Pesos & 95/100 ₱14,609,022.95 Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within Two Hundred Seventy Eight (278) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. Ordinance # 23, s. 2020
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, 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 Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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 Fourteen Million Six Hundred Nine Thousand Twenty-Two Pesos & 95/100** ₱14,609,022.95 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 at 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; 33

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Million Three Hundred Eighty-Two Thousand Seven Hundred Six Pesos & 86/100 (P 4,382,706.86) Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and 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 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 damages 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of 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 is 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 dispute resolution. 33

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 facilities 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/municipality of the Province of Rizal where the infrastructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereto signed this Agreement this 20 day of AUG 20 2021 at ANGONO, RIZAL

S.B. SORIANO CONSTRUCTION
 Entity/Firm/Corporation
 By: [Signature]
Sidney Soriano
 Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT
 By: [Signature]
REBECCA A. YNARES
 Governor

WITNESSES
[Signature] **CINA A. ANORMA**
[Signature] **MA. VICTORIA B. TEJADA**

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
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. REBECCA A. YNARES	Passport No. PE230281A	August 5, 2028	Manila
<u>Sidney Soriano</u>	<u>233-687-269</u>		

all known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledged 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 Municipal Jail Management and Penology Center, Morong, Rizal.

WITNESS MY HAND AND SEAL this 20 day of AUG 20 2021 at Rizal Provincial Capital, ANGONO, RIZAL

Doc. No. 112
 Page No. 24
 Book No. 3
 Series 24

[Signature]
ATTY. ANNA MARIE L. SANTOS
 NOTARY PUBLIC
 for Angono, Binangonan & Cardona
 PROVINCE OF RIZAL
 Until December 31, 2021
 Adm Matter No. 19-04
 PTR NO. 13314 Rizal
 Roll of Attorneys No. 69250
 IBP Lifetime Member No. 018632 /Rizal
 MCLE Compliance No. VI-0007883
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