

OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 September, 2021

MR. REGINALDO S. SAN JUAN PASTERN CONSTRUCTION COMPANY INC. Quezon City

Dear Mr. San Juan:

The attached Contract Agreement having been approved, notice is bereby given to EASTERN CONSTRUCTION COMPANY INC.—that work may proceed on the Constn. of Municipal Trial Court at Existing Municipal Compound, Brgs. San Isidro. Angono. Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

RERECCAA. YNAKES

Governor S

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

9-20-2071

08/11/2021 4 1

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

this Acrediciment I made and entered this by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duty organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capital, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, RESECCA A. YNARES, herein referred to as the PROVINCE; and Instern Construction Company, Inc.
, a sole proprietorship/private corporation, duly organized and existing under the dean tal phare public of the Philippines, with principal place of business and office address at Sectional Sen Juanand herein represented by its Proprietor/President/General Manager, Colonia, Rizal of legal age, Filipino citizen, single/married, resident of hereinather referred to as the CONTRACTOR, WITNESSETH, That.
WHEREAS, the PROVINCE declares that certain https://www.spector.com/pursuant of the Sangganiang Panialawigan Ordinance No
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works characteristic to undertake the above said infrastructure works accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the big documents appropriately represented to the property of the above said infrastructure works strictly in accordance with the following standards set forth in the big documents appropriately represented to the property of the amount of the same of the property of the prope
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
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: 23, 2020 a. SP Ordinance No.
b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidden's two (2) bidding envelopes h. Bid Security 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;
Nine Ryllland March Chighetelly consendative Hundred Control / FESOS 404 20/00/00 PESOS 9,068,290,70
Company (P), 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 Seven Bundred Typuty Thousand Four Fundament of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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 (0.00)) 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 reseined or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ day of RIZAL PROVINCIAL GOVERNMENT Samy/Fanstmestation company, Inc. By: By: REBECCA A. YNARES Governor WITNESSES MA, VICTORIX R. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) 18.5.

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

Nume/Entity Valid ID Presented Date Place: HON, REBECCA A. YNARES Passport No. PR239281A August 5, 2028 Munite. Reginalda San Juan 201-014-437

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 23 well as the entity that they respectively oresent.

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 Trial Court at Existing Companied Srgy. San Isidro, Angono, Rizul

WITNESS MY HAND AND SEAL this _____ day of Sign in the at Rizal Provincial Capitol, ACHO RUZAL

Doc No. Puge No. Book No. Series 20 By . ARMARIE L. SANTOS TO CYTURE NO

BELNICA MOHAN & Cardona METROVINCE OF RIZAL Uptil Capaming: 31,202)

Adht. Matter No. 19-60 PTR NO **ISSUE** 19/23! Roll of Autornova No. 89250 ISP Lifetime Member No. 016632 (Pizal MOLE Comptance No VI-0007680 Valid until April 14, 2022



OFFICE OF THE GOVERNOR.

NOTICE TO PROCEED

17 September, 2011

ENGR. CARLOS S. GERONIMO CSGER CONSTRUCTION CORPORATION Rodtiguez, Rizal

Dear Eugr. Geronimo.

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORPORATION that work may proceed on the Construction of PNP Building at the Existing Municipal Compound, Brgs. San hidro, Angano, Retail 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.

RERECCA A VNARES

Governor &

I acknowledge receipt of this Notice on:

Anthorized Signature:

Name of the Representative of the Bidder:

08/11/2021 # 2

CONTRACT AGREEMENT $_{\hat{\mathcal{V}}}$

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVENCIAL GOVERNMENT OF existing under Republic Act No. 7160, with se Circumferential Road corner P. Oliveros St., Brgy, its GOVERNOR, HON, REBECCA A. YNARES	eat of government at t . San Roque, Antipolo C	he Rizal Provincial Capitel ity, represented in this act by
CECER Construction Corp.	a sale nountietors	hip/private corporation, doly
organized and existing under the laws of the Republand office address at Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That.	like of the Philippines, w	ith principal place of business
WHEREAS, the PROVINCE declares that pursuant of the Sangguniang Panlalawigan Ordinar	certain infrastructuse av	gks should be constructed in
Construction of PMP Suilding at Bray. San Isidro, Ingeno, Simal		Compound,
WHEREAS, the CONTRACTOR, warranti to undertake the above said infrastruction profis, to Bid in a public bidding held last the construction and completion of the above said following standards set forth in the bidden or the consideration of the above and bidden or the consideration of the amount of the said bidden.	ngippen declared as the L has accepted infrastructure works str	owest Calculated Responsive and binds itself to undertake rictly in accordance with the
option of the state seems and silver	(P), Philippine Currency.
NOW, THEREFORE, for and in consider hereby agree as follows: The Brackett Thereby works subject matter () calendar Documents, Approved Plans, Program of Works at Contract, Supplemental or Bid Bulletina, if any, a 2016 Revised Implementing Rules and Regulations	of this Agreement so days, in accordance wind Specifications, General	premises, the parties hereto half be completed within the the provisions of the Bid at and Special Conditions of ocuments as required by the
and incorporated herein by way of reference, namely	K	- and are marginated materials
a. SP Ordinance No. b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Esti d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the docubidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins	inients/statements contai:	
 Notice of Award of Contract and the Contract 	ractor's Conformity there	ok)
 In consideration of the payment to be m latter hereby covenants with the PROVINCE to consthis Agreement in conformity with the province of the 	struct and complete the in	to the CONTRACTOR, the drastructure works subject of
State and Ten Title Visites Intelligent States as	15.	THE ROLL AND Philippine
Currency, in consideration of the construction and unless otherwise agreed by the parties, subject of this manner prescribed by the Contract and specified in the	only upon completion s Agreement as a contrac	of the infrastructure works at price at the time and in the

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Four Rillion in Rendered Fifteen Themseld Rine Randred Fifty Four Feece and 19/100 (P 1015, 1984).)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Foilures" 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 rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this γ . 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/andertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

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

05000R Cometruction Corp.			
Entity/Firm/Corporation	KIZAL P	ROVINCIAL GOVI	RNMENT
By: Cartino Cartanino	By:	RERECÇA A. YNAI	RES
Proprietor/Manager/President		—→ Governor •	
thi	WITNESSES	α	
GINAJ. ANORMA	MA. VICTORIA B. TEJADA		
NO.	TARIAL ACKNOWLEDGE	AENT	
REPUBLIC OF THE PHILIPPINES NGONO: RIZAY) S.S	•		
BEFORE ME, a Notary Publ	ic for and in Antipolo City, po	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passnort No. 28239281A	August 5, 2028	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 of FMP Sailding at the Enteting Municipal Compound, Bray.

See Inidea. August. Size1

WITNESS MY HAND AND SEAL 6 ANSON SER 17 12 Doc No	sday of Rivel Provincial Control. AT LY ANSW MARIE L. SAM FOS NOTAYON PUT NO SOL Andona for Angular Section & Cardona no in the PROVINCE OF RIZAL NOTARGINGUE STORE SERVELL According to the server se
Series 20_ <i>24</i> .	prit ken P SE(MCR) at Rell of Alternay No. 59250 SE Lifetime Member No. 016932 (Ren MCRE Compliance No. V44007841) Valid sett Apr. 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 September, 3021

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

Dear Engr. Geronimo:

The structed Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORPORATION that work may proceed on the Construction of Uniting Area at Yuares Center Complex, Brgs. Sun Roque, Autiputo, Chy effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

9-20-2071

CONTRACT AGREEMENT 4

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT O	F RIZAL, a local government unit, duly organized and
Circumferential Road corner P. Olivenos St., Brgs its GOVERNOR, HON, REBECCA A. YNARE	seat of government at the Rizai Provincial Capitol, y. San Roque, Antipolo City, represented in this act by S, herein referred to as the PROVINCE; and
COZE Construction Corp.	a gove proprietorship/oriente commentian alube

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Society, Street and herein represented by its Proprietor/President/General Manager, Carlos General of tegal age, Filipino effizen, single-married, resident of Society, Riset , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pontulawigan Ordinance No. 17, 2, 2021 namely:

Construction of Claims area at Theres Center Complex, Sent Coque, antipole Lity.

WHEREAS, the CONTRACTOR, warrenting that it has the financial and technical competence to undertake the above said infrastructure works, has been declared as the Lowest Colculated Responsive Bid in a public bidding held last August 11, 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 Fillian Case Standard Furty Lavor Thomas Case Standard Sighty Peace and 7/400 (P 2,165-31), 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 Farty Cas (A) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 17, se 2081
 - 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
 - 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 2nd Rillion Coe Running Forty Seven Thousand the Sundred Lighty Leads and (P 2+157-150-271). 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. Six E-ndred Forty Four Thomsand Can Experient.

 Fifty Four Fours and C9/720

 (P Chi 15/4/29

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this $\frac{1}{2}$. Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing $\frac{1}{2}$ to resort to other alternative modes of disputes resolution.

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

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

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANGERO, PETENT

) 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
Carlos Germine , 609-062-932

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

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

Construction of Dining Area of Ventes Scatter Complete Bygy, See Acques, Antirole City

WITNESS MY HAND AND SEAL this Doc No/JJ Page No/JZ Book No/J Serious 20/J	day of at Rizal Provincial Capitol, ATTY ANNA MARIE L. SANTON NOT REPORT SUCCESS for Angulary Resource CF RIZA Grait Department 19, 222 Adm. Waltering Brown PTR NO SECRETARIA Roll of Assertorys No. 69250 (3P Lifetime Member No. 916632 R MCLE Compliance No. 916632 R MCLE Compliance No. 916632 R
Page No. 32 Book No. 3	ATT AND TOUR OF CARD for Angune, Biomagonan & Card spanner Repaired CE OF RIZE Guill Department 1: 223 Adm. Madder is 1246 21k NO 1252 Period Roll of Approach of 16832



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 September, 2021

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

Dear Mr. Arada.

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP.—that work may proceed on the Construction of Rondway Lightings at San Salvador, Baras, Risal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

CONTRACT 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, berein referred to as the PROVINCE; and
	STATE (12.5 DECETTION CONTENTS)
	TANK (IAC SEPARATION ADMINISTRAL) Security Commencer Commencer (Commencer Commencer Co
	a sole proprietorship/private corporation, duly organized and existing under the Edward the Republic of the Philippines, with principal place of business
	organized and existing under the investment the recognition at the Philippines, with bruietput place of business
	and office address at F. M. Y. ARA)V, and herein represented by its Proprietor/President/General Manager. The Artist Glass of legal age, Filiping
	Proprietor/President/General Manager, State 1912 1 10 10 10 10 10 10 10 10 10 10 10 10 1
	citizent, single/married, resident of, nereinanter referred to as the
	CONTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrantmentals works should be constructed in
	pursount of the Sangguniang Panlalawigan Ordinance No
	Convergetton of Roodwey: Lightings at Den Colve us, Seres, Pizzl
	· · · · · · · · · · · · · · · · · · ·
	WIJEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
	to undertake the above said infrastricture works, had been declared as the Lowest Culculated Responsive
	Bid in a public bidding held last, has accepted and binds itself to undertake
	the construction and completion of the above said infrastructure works strictly in accordance with the
	following standards set forth in the bid documents appeared gions, prings on Two regards Thereis chitechia
	Considerations of the supplication of
	CONSIDERATE TO THE SMITH OF
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
	hereby agree as follows:
	IE (whole works sufflect matter of this Agreement shall be completed within
	() calendar days, in accordance with the provisions of the Bid
	Documents, Approved Plans, Program of Works and Specifications. General and Special Conditions of
	Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the
	2016 Revised Implementing Rules and Regulations of Republic Acr No. 9184 and are integrated herewith
	and incorporated herein by way of reference, namely:
١.	
'	17, s. 2021
	a. SP Ordinance No.
	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
1	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
	1. House of the and the Conductor of Continuity and the
	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:
	and the vertical in a various state of the definition
	A 186 BOOK INCOME IN THE TAXABLE AND A STREET AND A STREE
	(No. 45 1 The APROMING Short District Continues of Parish Continues Continue
	(P), Philippino
	Currency, in consideration of the construction and only upon completion of the infrastructure works
	unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the
	manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

 Seven Handped Fifty One Theorem Forestern

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the decetion of the Contract, a Contractor's Aft 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 privision 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 superformed portion fok every day of delay. Once the contract the Procuring liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind 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 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 dumages 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 beginning referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided towever, 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 projudice, however to any mutual agreement of the parties hereto to agree in writing to reson 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 Roles and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts

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

IN WITNESS WHEREOF.	the parties have hereunto signe	ed this Agreement t	hisday of
Enlity/Firm/Corporation	© RIZAL PF	ROVINCIAL GOVE	RNMENT
Proprietor/Manager/President	By:	BBECCA A. YNAI Governos	RES
ß	WITNESSES		
GENAZZANDRMA	MA.	. VICTORIA B. TI	RJAĐA
Ю	TARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES	•		
BEFORE ME, a Notary Publ	lic for and in Antipolo City, per	sonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
MON REDUCTA A. YNARES	Passport No. P8239281A	August 5, 2028	Munda
Estate of the second	<u></u>		
All known to me and to me kn acknowledgment that the same is their present.	nown to be the same person/s who refree voluntary act and deed as	n executed the foregowell as the catity the	ning instrument and at they respectively
This instrument, consisting o written and has been signed by the part	f three (3) pages including this ties bereto in each and every page	page wherein this a e hereof, refers to the	acknowledgment is Agreement for:
Constitution of Roseway	Lightings at Sen Salved	lor, Usues, Riz	ज (
WITNESS MY HAND AND S	SEAL thisGay of \$\frac{5\xi\psi}{2}	17 2021 at Rizal	Provincial Capital,
Page No. 3/ Book No. 3 Series 20 4/		Ac	Silvingones 2 Cardona COVINC CORRESAN 1 Januaria No. 1962 dei Motte No. 1962 2014 Matter No. 1962

Reliar Attorneys No. 89250 IBP Cloting Niember No. 016632 /R 2a

MCLE Commished No VI-0507850 Valid unblingel 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 September, 2021

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the improvement (Concreting) of Interconnecting Rural at Kashaay St., Brgy. Kalamaan to Quarry Road, Brgy. Paulok, Binangonan, Rital effective on the day you received this Notice to Proceed.

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

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

Very tody yours.

REBECCA A. YNARES

Covernor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

08/11/2021 4.5

CONTRACT AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7160, with so	et of government at the Rizai Provincial Capitol San Roque, Antipolo City, represented in this act by therein referred to as the PROVINCE; and
ANROL CONSTRUCTION organized and existing under the laws of the Repub and office address at Proprietor/President/General Manager, Construction, single/married, resident of Contractor, Witnesseth, that,	, a sole proprietorship/private corporation, duly lie of the Philippines, with principal place of business for, and herein represented by its, of legal age, Filipine, hereinafter referred to as the
WHEREAS, the PROVINCE declares that pursuant of the Sangguniang Pardalawigan Ordinan	certain infrastructure works should be constructed in see No. 23, s. 2020 namely:
Improvement (Concreting) of Interco	mmeeting Road at Kasiney St., Brgy.
to undertake the above said infrastructure works, he Bid in a public bidding held last 12 August 202 the construction and completion of the above said following standards set forth in the bid documents, a consideration of the amount of Seventeen Margined Fifty-Two Pesos & 21/100	ing that it has the financial and, technical compensaces been declared as the Lowest Calculated Responsive, has accepted and binds itself to undertake infrastructure works strictly in accordance with the approved plans, program of works and specification in(P1711_1_45_221), Philippine Currency.
hereby agree as follows:	ration of the foregoing premises, the parties hereto
Two Hundred (200) calendar Documents, Approved Plans, Program of Works in Contract, Supplemental or Bid Bulletins, if any, a	of this Agreement shall be completed within days, in accordance with the provisions of the Bid ad Special Conditions of and Supporting/related documents as required by the of Republic Act No. 9184 and are integrated herewith a
 a. SP Ordinance No. 23, g, 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Est d. Drawing, Plans and Specifications c. Construction Schedule 	mate
 f. Request for Expression of Interest g. Bidding Documents including all the doct bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contract 	
	ade by the PROVINCE to the CONTRACTOR, the truct and complete the infrastructure works subject of
Seventeen Million One Hundred Sixteen 21/100. Currency, in consideration of the construction and	pay the CONTRACTOR the amount of PESOS Thousand Six Hundred Fifty-Two Pesos & (P_17,116,652,21_). Philippine only upon completion of the infrastructure works a Agreement as a contract price at the time and in the he 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 12400 in 111000 (me attended Thiney-Pour Accurant 1300 had 12600 for Pesos 6 85/100 (P 52124, 295, 36).

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or testitution 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 fox every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the uniount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

NOTARIAL ACKNOWLEDGMENT

HEPUBLIC OF THE PHILIPPINES)

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
CLARENCE CACHO	TIN NO. 151-542-125		

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

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

Improvement (Concreting) of Interconnecting Road at Keeiney St., Ergy. Kelewsan to Quarry Road, Ergy. Pantok, Binangones, Rizel

, ,,	•
WITNESS MY HAND AND SEAL this	day of Front 17 11 at Rizal Provincial Capitol.
Doc No IV	ATTY ARMANIS II. SANTOS
Page No 77 Book No. 7	for Angono, Sinango, a∈ ⊈ Cardona Not ANY Min it ROV!NCE OF RIZAL
Series 20_1/2	Until Gecember 31 202 0 Adm Matter No Income STR NO 1320141 (Rizar
	RCB 61 Altomoya Ndi 69250 ¹B∩ 1/elleta Member Nei 016632 to 25
	FACLE Complance No.11-0007853 Void voi: 406113 - 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 September, 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

Improvement/Concreting of By-Pass Road at Brgy. Ithan, Binangonus, Rhuleffective on the day you received this Notice to Proceed.

Opon receipt of this motice, 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. XNARES

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Lacknowledge rescipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

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CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque. Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARES, herein referred to as the PROVINCE; and
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlahawigan Ordinance No. 27, 0, 2020 namely: Improvement/Concreting of Typese Road at Grey, Ithan, Binangenan, 62,621
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>August</u> 11, 2021 has accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Thenty Three Killian Rine Specific Case Thomas High Education Case Thomas High Company Case Thomas High Company Case Thomas Case Care Case Case and 25 100 (P. 23, 201, 261, 27), Philippine Currency.

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

- L. The whole works subject matter of this Agreement shall be completed within ... Pao H adved Transby... (200) 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. 23. 8. 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 biddet/s two (2) hidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletins
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS

 Therety Three Edition Wine Handred the Thomsond Mire Hundred Staty Cas Pesos

 and 29/103 (P. 23,901,961,29). Philipping
 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hillian Case Rendered Seventy Thousand Five Randred Sighty Eight Passes and 39/100 (P.7. 170, 178, 79)

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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 fox 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, bours 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 muy 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 contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

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Romano 211 aroman	R	EBECCA A. YNAK	RES
Proprietos/Manager/President		Governor	
м	WITNESSES		
GINA ZE ANORMA	MA	VІСТОВІК В. ТЕ	MADA
NOT	ARIAL ACKNOWLEDGY	JEN'T	
REPUBLIC OF THE PHILIPPINES)			
BEFORE ME, a Notary Publi	o for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Apata Villeroma	419-044-448		

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

Improvement/Congrecting of Sylves kond at Sygy. Ithen, Binangones, Risal

WITNESS MY BAND AND SEAL (6)5	day of SEP 17, 2021, or Rizal Provincial Capitol,
AMIONO PLEZA	ATTY ANNATIA IN 1 00005
Doc No. 197	ATTY ANNAMA ME 17910).

Page No Brook No Series 20<u>.24</u>.

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PTR NO (\$555) No 016832 P 20 WCLE Comptance No Vi-090758 : Verdicollops 16, 2022

nacco Pinantionali à Sectora in till 9509 NCB OF RIZAL



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 September, 2021

MR, LAURO M. UBIADAS KUT 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

Impro/Concreting and Const. of Dialnage Const of Read at Stde Thagon, Bluaugenan, 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 haplementing 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 tody yours,

REBECCA A. VNARES

Governord

I acknowledge receipt of this Notice on:

পা ক্র ফোল

Authorized Signature:

Name of the Representative of the Hidder:

LAURO M, UBIAĐAS

CONTRACT AGREEMENT γ

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at closecones, N1291 and herein represented by its Proprietor/President/General Manager, N1294 UNIANAS of legal age, Filipino citizen, single/married, resident of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager, N1294 UNIANAS of legal age, Filipino citizen, single/married, resident of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manager, N1294 to N1294 t
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordinance No. 23, 2, 2020 namely:
	1 the a syllomorphise and Construction of Decimary Capal of Read of the syllomorphise and the syllome.
	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 11 A(2018) 2(2), 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 Property Seven Trousand Sive facilities (Property Seven Trousand
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
	The whole works subject matter of this Agreement shall be completed within injustry () 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. 20, 8, 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 (wo (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 Seven Sandzed Seventy-Seven Thousand Five Bundred Thirty-Mins
	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_North Manched Thirty-Three Inquired Two Pesos Only (PSOS, 2003, 400).

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other 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 sale 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 hereins fler referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



4

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 3 to reson 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 case the appropriate court of the City of	s or suit out of the implement Antipolo, with the exclusion o	ation of this Agreem fany other courts.	ent, shall belong to
IN WITHESS WHEREOF	, the parties have hereunto sig Antipolo City NGONO, RIZAL	ned this Agreement (his day of
KI	RIZAL I	PROVINCIAL GOVE	ERNMENT
By: LAMPO 11 IEIJADAS Proprietor/Managet/President	Ву:	REBECCA JVNA	RES
Н	WITNESSE\$	·	
GINA PLANORMA	, M	A. VICTORIA B. TI	EJADA
NC NC) FIARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINE ANSONOLOGICAL SECONOLOGICAL PERSON AND AND AND AND AND AND AND AND AND AN	.S.		a 1
•	blic for and in Antipolo City, p	ersonally appeared th	-
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manile
LAURA NA UBIARAS	T\$N 143- 008-410-689	•	
All known to me and to me k acknowledgment that the same is the present.	mown to be the same person's w ir free voluntary act and deed a		
This instrument, consisting written and has been signed by the pa	of three (3) pages including th nics hereto in each and every pr		
Deprovement/Concreting and Tibegen, Binengonen, Risel	Construction of Drains	ge Cenal of Rose	i et Sitio
WITNESS MY HAND AND	SEAL thisday of _\$	EP 13 2821 at Rizal	Provincial Capitol,
Poc No		/4TPV	AND SAMPLE LINE

Page No. ____ Book No. ___ Series 20 24. NOT ARROWS TO MODELO

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 September, 2021.

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

Dear Mr. Arada.

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. That work may proceed on the Construction of Roadway Lightings at Brgg. Navous, Cardona, Rhal 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 traly yours,

REBECCAN YNABES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder.

CONTRACT AGREEMENT S

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

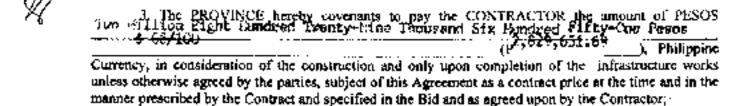
ALSO CONSTRUCTION CORPORATION	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of	I the Philippines, with principal place of business
	and herein represented by its
ropitotor resident deletar warages,	OL ACPAI APE. FINDING
citizen, single/married, resident of	hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	
NUMBER OF STREET	
WHEREAS, the PROVINCE declares that cert	ain infrastructure works should be constructed in namely:
pursuant of the Sangguniang Panlalawigan Ordinance N	io
dessionation of terrory digitings	St. Ships assores, Cardons, Rizal

WHEREAS, the CONTRACTOR, warranting	g that it has the funncial and, technical competence
to undertake the above said infrastructure works, has	been declared as the Lowest Calculated Responsive
Bid in a public bidding held lust	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, at	proyed plans, program of works and specification in
consideration of the amount of 1992 (\$1.13.20)	ight Wedger Wenty-Mine Thousand Six
following standards set forth in the bid documents, a consideration of the amount of 190 (11.11.30) is	(P). Philippine Currency.

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

The whole works subject matter of this Agreement shall be completed within 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. 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. Addende and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- in consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the intrastructure works subject of this Agreement in conformity with the province of the Contract;



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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS VI (12 Synthesis Forty-14) of Thousand Edget Victor Ninety-Five Pesos 3 5 7 (12 Synthesis Forty-14) (p. 12 p. 12 p. 13)

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

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

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

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



4

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

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

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

IN WITNESS WHEREOF,	the parties have hereunto signo	d this Agreement ()	uisday o
Entity Firm Corporation	RIZAL PR	OVINCIAL GOVE	RNMENT
Proprietor with agen President		EBECCA A. YNAI V ^{GUVETROT}	tes
GINA ZZANORMA NO	WITNESSES MA TARIAL ACKNOWLEDGM	- The state of the	CIADA
REPUBLIC OF THE PHILIPPINES			
BEFORE ME, a Notary Pub	lic for and in Antipolo City, per	sonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
TOWN ARADA	<u>ችያ</u> ስ አለር ሁኔ የ-885-67 ን		

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

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

All known to me and to me known to be the same person's who executed the foregoing instrument and

Construction of Roedway Lightings at Brgy. Navotas, Cardone, Risel

WITNESS MY HAND AND SEAL this	day of SEP 17 7871	, at Rizal Provincial Cap	nitol.
Summing the extra			

Doc No. Page No. Book No. Scries 20 7/.

NO APPENDIG N**WARIGIER H**ESS SOSSIES SAIdona Attitude PROVINCE OF RIZAS

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present.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 September, 2021

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

Dear Mr. Atada.

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Construction of Rondway Lightingwai Logandi, Marang Right 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 faily yours,

REDECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

CONTRACT AGREEMENT



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 tonics the laws of the Republic of the Philippines, with principal place of business Proprietor/President/General Manager, and herein represented by its of legal age, Filipino citizen, single/married, resident of hereinafter referred to as the CONTRACTOR, WILNESSETII, That,

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

and the color of the same in things to again a second, biret

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive , has accepted and hinds itself to undertake Bid in a public bidding held last the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of UEX FELLION IN THE TRANSPORT OF THE TRANSPORT CONTENCY.

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

- I. The whole works subject matter of this Agreement shall be completed within 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. 17 6. Certificate of Availability of Funds

 - c. Scope/Program of Work and Detailed Estimate
 - Drawing, Plans and Specifications.
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Docoments including all the documents/statements contained in the winning biddet/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bolletins.
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS 11x *111200 vitibs shadred blanty never increased the Section Fretz five Fance (Pr. 11x and 1x 1x) 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 not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has pos	ed the
5. It is understood that prior to the signing of this Agreement, the Contractor has post required performance security of PESOS Oray Phree security of PESOS (P	/
Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations un-	ler this

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, oupy 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 Inquidated 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 fox 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:
- 19. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE:
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the internal Revenue and a copy of its income and business tax returns duty 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



3

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at ANGUNO! RIZAL <u>rastrugelon liongórution</u> RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: 87.00 RÉBECCA A. YNARES Proprietor/Manager/President _uGovernor& WITNESSES ANORMA

NOTARIAL ACKNOWLEDGMENT

PHILIPPINES)

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

Name/Entity

Valid ID Presented

Date

Place

HON-RUS**INGE**A. YMARDŞ

egrando areda

Passport No. PB239281A

007-885-77

August 5, 2028

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:

Commonwoodiem of Reservey Lightings at L gundie Merceng, Wisel

And Seal this And Seal this And Seal this

__day of _\$EP_17_2021, at Rizal Provincial Capitol.

Doc No. Page No. Book No. Series 20, 3/,

SOMETOS NOTARY PORT RECEIPTION A VIEW MILES PROVIDED OF RIZAR LINE TO THE BLAZEL AND AREA RECEIPTION AND RESERVED AND Carrigo and A Cardona

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 September, 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 Same Musonry for Side Protection (partian) of Quina River, Brgg. Quina, Philla, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

DERECCA A VNARES

Governor

Lacknowledge receipt of this Natice on:

Authorized Signature.

Name of the Representative of the Bidder:

9-30-20 A

JUAN PAOKO MUŠKIEL E. MANLAPIT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The state of the s
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, Antipublic City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and hereif of VILLESCON CORPORATION
organized and existing under the laws of the Republic of the Philippines, with principal place of basiness and office address at http://doi.org/10.1007/81 hbd/ANASATT represented by its Proprietor/President/General Manager, http://doi.org/10.1007/81 hbd/ANASATT represented by its Proprietor/President/General by its Proprietor/General by its
WHEREAS, the PROVINCE declares that certain indestructore works should be constructed in pursuant of the Sangguniang Partialowing Ordinance No
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastricite pures, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid construction and complete pure specifical approver plant and are specifically in considerations of the tamble of \$2.25.14, 245, 11. [P]
NOW. THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
The Electropholoi stacks subject matter of this Agreement shall be completed within () calendar days, in secondance 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: 2, e. 2021
 a. SP Ordinance No. 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 l. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
IveBryThilktovPice handoreobaraniyorphy hispermytraetonomedalianii Pesos 12,574,245,11
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;

1/2

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods. Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cust of the unperformed portion fok every day of delay. Once the cumulative amount of liquidated dumaged 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 striedy 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-EMPLOYER 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 heremafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the ROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR. and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this As content shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Privince however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resulved shall be



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

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

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

E. L. SULTO ACE DEVELOPMENT

CORPOSATION

By:

By:

REBECCA A YNARES

Proprietor/Manager/President

WITNESSES

GINA Z/ANORMA

MA. VICTORIAB. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANG STREET (18.8)

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

Name/Finity Valid ID Presented Date Place
HON, REBECCA A, YNARES Passport No. P8239281A August 5, 2028 Manila

Pinis FABID MICREL E. MICLARIT Times SYMPTSS-017

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

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

Construction of Stone Masoury for Side Protection (portion) of Quieso Rivet, Serv. Onlyno, Pililla, Airel

osyv. Colvad, filling, strat	
WITNESS MY HAND AND SEAL this	day ofat Kirst Provincial Capital
ANGENOS REZAL	ATTY ANNUA MARIE L. SANTOS
Doc No.	For Angueto, for perpaner: 8 Carrione all in the ProCVINGE OF RIZAL
Book No 3 Series 20 W.	NOTARTIMUBLIED AND LACE TO LACE TO SERVICE AND
	рти № 13 58/11/ 8(2.5) Омностителя № 19926
	IMP Lifetime Meinber Rich (19737 P. 00) MCLE Compliance No.VI 950785
	Voter unit from 16, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 September, 2021

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

Dear Mr. Atada:

The attached Contract Agreement having been approved, notice is bereby given to **FLAG CONSTRUCTION CORP.** That work may proceed on the Construction of Stone Maxonry for Side Protection (portion) of Pullia River, Brgg. Hulo. Pilita, Rical effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. VNARES

Covernor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

08/11/2021 4 11

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized at existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act this GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
, a sole proprietorship private corporation, du organized and existing and rate the laws of the Republic of the Philippines, with principal place of busine and office address at
WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed pursuant of the Songguniung Panlaluwigan Ordinance No
ે.એ∌ 1 2021
Construction of Atom Researcy for Side Protection (parties) of pilitia Siver WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last, has accepted and binds itself to undertake the construction and completion of the above faid infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of
Fifteen Million Three Bondred Seventy Total Courses
Nine H naired Twenty Seven Pesos and 69/100 45 372 927.69 NOW. THEREFORE, for and in consideration of the foregoing premises, the parties here
hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed with ———————————————————————————————————
a. SP Ordinance No.
b. Certificate of Availability of Lunds c. Scope Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications c. 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
 Notice of Award of Contract and the Contractor's Conformity thereto
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject this Agreement in conformity with the province of the Contract;
3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESO
Cupency, the construction and only upon completion of the construction and only upon completion of the construction and only upon completion of the impact of the work unless otherwise agreed by the parties, subject of this Agreement as a confide 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 PROVENCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS

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HIMPER COTTON of White as 1800 of generalized the the faithful compliance with his obligators while 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 fok every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances "

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

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

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

Entity/Firm/Corporation	ANGUNO RIZAL RIZAL P	ed this Agreement th	
Proprietor/Manager/President	By:	LEBECCA A. YNAR	RES
GENA ZI ANORMA	WITNESSES	. VICTORES B. TI	JADA
\	OTARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINE STUDIOS OF THE PHILI	•	ersonally appeared the	e following
/ Name/Entity	Valid ID Presented	Date	Place
HOHE REBECCA A. YNAREY	Passport No. P8239281 A 007-865-673	August 5, 2028	Manils

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

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

Construction of Stone Hamonry for Side Protection (portion) of Pililla River, Erry, Balo, Pililla, Rivel

Siver, Bray. Salo, Fililla, Risel	
WITNESS MY HAND AND SEAL this	SEP 17 2021 day of Rizal Provincial Capitol,
Angel Service	em de la
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	WCLE Complement No.V1 00078_U Valid FM1 And 16 (2022)



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

17 September, 2021

MR, JOMMEL G. SANTIAGO CAMORI BUILDERS AND SUPPLY Morong, Rizal

Dear Mr. Sauriago:

The uttached Contract Agreement having been approved, notice is hereby given to CAMORI BUILDERS AND SUPPLY—that work may proceed on the Construction of Stane Masonty for Stde Procedum (portion) of Banak Creek, Strin Barak, Brgs. Quisan, Pililla, Rical effective on the day you received this Notice to Proceed.

Upon seceipt 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 traly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Biddor:

CONTRACT AGREEMENT $_{|\hat{L}|}$

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 Capitoi. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at sources, (4.1), and herein represented by its Proprietor/President/General Manuger, (4.1), as the citizen, single/married, resident of sources, with principal place of business and office address at sources, (4.1), and herein represented by its Proprietor/President/General Manuger, (4.1), as the citizen, single/married, resident of sources, with principal place of business and herein represented by its Proprietor/President/General Manuger, (4.1), as the contract of sources, with principal place of business and office address at sources, (4.1), and herein represented by its Proprietor/President/General Manuger, (4.1), as the contract of the Philippines, with principal place of business and office address at sources, (4.1), and herein represented by its proprietor/President/General Manuger, (4.1), as the contract of the Philippines, with principal place of business and office address at sources, (4.1), and herein represented by its proprietor/President/General Manuger, (4.1), as the contract of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manuger, (4.1), as the contract of the Philippines, with principal place of business and herein represented by its proprietor/President/General Manuger, (4.1), as the contract of the proprietor of the proprietor of the Philippines, with principal place of business and herein represented by its proprietor of the Philippines, with principal place of business and herein represented by its proprietor of the Philippines, with principal place of business and herein represented by its proprietor of the Philippines, with principal place of the Philippines, with place of the Philippines, with place of the Philippines, with place of the P
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 2, 8, 2021
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WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within the large transfer (100) calendar days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents us 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. 2 Bu 3021
 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
 Notice of Award of Contract and the Contractor's Conformity therein
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
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Currency, in consideration of the construction and only upon completion of the infrastructure works
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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: 12.
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hillion Four Sundred Minety One Photograph Seven Busdred Righty Four Pesos and 42/100 (P. 1.431.75.*.400)

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

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"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 fok every day of delay. Once the contract amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

	the parties have hereunto signe Actinolo City. VEOVO. RIZAL	d this Agreement th	is day c	νť
Entity/Firm/Corporation	A RIZAL PR	OVINCIAL GOVE	RNMENT	
By:	By:	-		
Proprietor/Monager/President	RI	EBECCA A. YNAR —) Governor	RES	
- 47 .	WITNESSES			
GINAZ ANORMA	MA	. VICTORIANT TE	JADA	
NO	OTARIAL ACKNOWLEDGY	IENT		
REPUBLIC OF THE PHILIPPINE	S)			
ANGONO, ASYAY	.S.			
BEFORE ME, a Notary Pu	blic for and in Antipulo City, pe	rsonally appeared th	c following	
Name/Entity	Valid ID Presented	Date	Pixce	
HON, REBUCCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila	
	_ 21 2_002_024	·	—	
All known to me and to me i	known to be the same person/s wh sir free voluntary not and doed as	on executed the foregoneth well as the entity th	oing instrument & at they respective	ıd İş
present.				

Sematerostion of Stone Farmary Son Lin Totoetion (parties) of Serail creek, Sitto Sarak, Says, saines, Pilill . . incl

_day of _____ thei , at Rizal Provincial Capitol, WITNESS MY HAND AND SCAL 40s 🔠 METY ANNA MARIE L. SANTOS
NICTARY POLITIC
FOR Angona, SYTOK CARONA
NOTARY IN BOCCHOVINGS OF RIZAL
Julii Decamber 3: ACM
Adm. Matter No. 1200
PTR INC. 1201
Relia i Angonays No. 69230 ALCONO. L.Z. Λſſ Doc No. Page No. Book No Series 20 🕷 .

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MCLE Compliance No.VI-000/883 trasid dietil Abril 14, 2022



OFFICE OF THE GUVERNOR

NOTICE TO PROCEED

17 September, 2021

MR, CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

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

Construction of Stone Musonry for Stope Protection & Manggo River (partian), Radrigare, Rical effective on the day you received this Notice to Proceed

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

Please neknowledge 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.

Yery truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

4.20.2020

Authorized Signature:

Name of the Representative of the Bidder:

08/11/2021 5:13

CONTRACT AGREEMENT 13

KNOW ALL MEN BY THESE PRESENTS:

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This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized a existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capit Circomferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act its GOVERNOR, HON, REBECCA A. YNARES, herein referred to us the PROVINCE; and	:пL
organized and existing under the laws of the Republic of the Philippines, with principal place of busing and office address at with principal place of busing and office address at with principal place of busing and office address at with principal place of busing and office address at with principal place of busing and office address at with principal place of busing and office address at with principal place of busing and office address at with principal place of busing and office address at with principal place of busing and office address at with principal place of busing and office address at with principal place of busing and office address at with principal place of busing and office address at with principal place of busing and office address at with principal place of busing at 	

- 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 Right MILLON Mine Banched Sixty-Three Thousand Seventy-Seven Postes 3 22/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his Shigations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE:
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 15 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 figuidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANGUNG RIVAL) S.S.

Series 20<u>14</u>

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

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:

(20.30 procession of Stone Mesonry for Slope Protection & Penago River (certion),

Resignation of Beone Resoury for Stone Protection & Follow River therefore

	WITNESS MY	HAND AND SE	AL this	day of
ANTEC	NEVRIZAL			
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Page No	· ·			

ATT ANNA MARIE L. SAROTOS

NO TACTALLA ILL

FOR ANGORU PRINCIPAL OF RIZAL

Unit December 201200

Aries Maries NO 12-00

OTR NO 12-01

Part of Authory No 18250

Ratiof Administration 20250 (BP Lifebria Mambar No. 04663278 274 MCLE Compliance No. V -0007881 Valid 1911 2022

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OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 September, 2021.

MS. MARIA LOIDA C. NOCON SAN RAFAID BUILDERS Rodriguez, Rezal

Dear Ms. Nuconi.

The attached Contract Agreement having been approved, notice is hereby given to
SAN RAFAEL BUILDERS—(but work may proceed on the
Construction of 2-storey Youres Multi-Purpose Building
(Sangguniang Office/ Brgy, Library) at Brgy, Sto.Niño, San Mateo, Rigal
effective on the day you received this Notice to Proceed

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

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

Very unity yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

CONTRACT AGREEMENT_[L]

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, doly 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 hoderages, likely 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 Contrigues, aixed
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. ———————————————————————————————————
Construction of 2 storey Yeares Enlightpurpose Building(Sangguniang Office, Dray, livrery) of Bray, Str. Ninc, on Mateo, Risal
WHEREAS, the CONTRACTOR, warrarning that it has the financial and, technical competence to undertake the above said intrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last has accepted and binds itself to undertake the construction and completion of the above said intrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of three williams six hundred ninetees. Figure 1.5. The Petos and 36/100.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

- 1. The whole works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bid total heart Appitives starts, 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. 46, 6, 2021 b. Certificate of Availability of Funds

 - 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
 - Bid Security
 - 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 Those Million Six Sundred Minstern Thousand Seventy, One Pesce and 96/100 Dillippine 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. Cae William Sighty Pive Thousand Soven Hundred Twenty Can Pesos and 59/100 (P 1,085,724,59).

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 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), anless 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 cannulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of RIZAL PROVINCIAL GOVERNMENT 20fael Buildors Entity/Firm/Corporation By: WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANGUNO STŽAL BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Name/Entity Vulid ID Presented August 5, 2028 Manila HON, REBECCA AL YNARES Passport No. P8239281A 910-996-316 Saria Loida C. Noom: 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 Hultipurpose Building(Sangguniang Office/ Brgy. Laiban) at Brgy. Sto Nine, Sar Marco, Sizal. WITNESS MY HAND AND SEAL this ______day of __ea_ _____df, in Rizal Provincial Capitol, ATT AND MAREL SANTOS 即使的特别性。226 MODARY FURTHER for Angeno, Bindagonale & Cardena NOTARY IN THE PROVINCE OF RIZAL Until December 31 3221 Page No. Book No. Series 20 W Para Mallar No. 19-000

Roll of Attorneys No. 89250 IBP Lifetime Meinber No. 016632 /Riza-MCUE Compliance No. VI-9037899 Vs. 2 Unit April 11, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 September, 2021

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

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONSTRUCTION—that work may proceed on the Construction of 1-storey Youres Multi-Perpose Building at Shio Manggahan, Brgy, Calban, Tonay, Rical efficative 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

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

Very truly yours,

REBECCA A. YNARES

Governos

Lacknowledge reveipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder-

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CONTRACT AGREEMENT



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capital. Circumferential Road corner P. Oliveros St., Brgy. San Roque. Antipulo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at levess kirst , and herein represented by its Proprietor/President/General Manager, dwin a frameless , of legal age. Filipine citizen, single/married, resident of levess, kirst , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlolawigan Ordinance No
Commitmetics of 1 storey Trares bultipurpose Building at Sitio I nggolum, Bugy. D _e ilan, Canay, Bissl
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>August 11, 2021</u> , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of <u>Two Million Two Randards Seventy Theorems Cas Syndreds</u> Sixty Tive Peace and 36/400 (P 2,270, 165, 86). Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within 61 miles. [26] 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. 23 a 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications c. Construction Schedule f. Request for Expression of Interest
g. Ridding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security
h . Addanda and Supulamental Bulletine

 Addenda and Supplemental Bullchins j. Notice of Aware 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

Pro Militer Two Fundred Seventy Thousand One hundred Staty Five Peace and 36/100

(P. 2.270.155.26). Philippine

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

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

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

Six Business Charles and State of guarantee for the faithful compliance with his enlighter which this Agreement and all papers documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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 fox every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."



- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 1). That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement:
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to puy taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, tipu, 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 /5 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 dumages, 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

Proprietor/Manager/President WITNESSES GINA Z ANORMA MA. VICTORIAR. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) AND REPUBLIC OF THE PHILIPPINES) S.S. BETORE ME, a Notery Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Piace HON, REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila All known to me and to use known to be the statte 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 bereto in each and every page hereof, refers to the Agreement for: Construction of 1 story Ingres [a] Tiourpose Building at 34tio largerable. Brys. Lgibon. Tenny, Rieal WITNESS MY HAND AND SEAL this	the appropriate court of the City of A	ntipolo, with the exclusion of a	ny other courts.	,
Entity imm Corporation By: Sy: Advin St. Francisco Propriston/Manager/President WITNESSES GINA ZANORMA MA. VICTORINE TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) SS. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Phace HON. REBECCA A. YNARES Paseport No. P8239281A August 5, 2028 Manila 23-489-786 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 set 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 bereto in each and every page hereof, refers to the Agreement for: Construction of 1 atomy There but injuryone Building at 34tic language of the Agreement for: WITNESS MY HAND AND SEAL this day of SE? 17 2021 ATTY PARTY MARKE L. CARTIUS ATTY PARTY MARKE MARKE	IN WITNESS WHEREOF, at A	he parties have hezeunto signo NEGNO/RIZAL	d (his Agreement th	is day of
Proprietor/Manager/President WITNESSES GINA Z ANORMA MA. VICTORIAN TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) AND ANORMA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) AND ANORMA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) AND ANORMA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) AND ANORMAL (S. N.		RIZAL PR	OVINCIAL GOVE	RNMENT
Proprieton/Manager/Prosident WITNESSES GINA Z. ANORMA MA. VICTORIAR. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) S.S. BETORE ME, a Notery 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 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 1 storey Theres has theoretical page wherein this acknowledgment is written and has been signed by the parties bereto in each and every page hereof, refers to the Agreement for: Construction of 1 storey Theres has theoretical capital and acknowledgment is written and has been signed by the parties bereto in each and every page hereof, refers to the Agreement for: Construction of 1 storey Theres has the acknowledgment is written and has been signed by the parties bereto in each and every page hereof, refers to the Agreement for: Construction of 1 storey Theres has the acknowledgment is written and has been signed by the parties bereto in each and every page hereof, refers to the Agreement for: Construction of 1 storey Theres has the acknowledgment is acknowledgment in the acknowledgment in the acknowledgment is written and has been signed by the parties bereto in each and every page hereof, refers to the Agreement for: Construction of 2 storey Theres has the acknowledgment in the acknowledgment	By: The	ву:	Ő	
WITNESSES GINA Z ANORMA MA. VICTORIAN TELADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) S.S. BEFORE ME, a Notery Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Phace HON. REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila Librin G, Francisco 133-489-786 All known to me and to use 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 bereto in each and every page hereof, refers to the Agreement for: Construction of 1 atomy Inames (a) tiggetypose Swilding at 25tio 1 aregin for. Bry. Lgiban, Tenny, Riea? WITNESS MY HAND AND SEAL this day of SEP 17 2021 AT WARRE L. CARTON SONAL THE L		R	_	UES
MA. VICTORIA TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) AND ACTION (A) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid TD Presented Date Place HON. REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila All known to me and to me known to be the state 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 1 atomy Ingress (m) Flouryose Building at 25tio 1 aregishes. Brey - Laiben, Tenny, Rical WITNESS MY HAND AND SEAL this	Proprietor/Manager/President		Governor er	
NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) AND ALLEY S.S. BEFORE ME, a Notery Public for and in Antipolo City, personally appeared the following Name/Entity	#	WITNESSES	_	
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 All known to me and to use 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 bereto in each and every page hereof, refers to the Agreement for: Construction of 1 atomy Inames builtiourness Building at Stile Language. Brys. Leiben. Tenny, Rical WITNESS MY HAND AND SEAL this day of SEP 17 2021, at Rizal Provinced Capitol, ATTY Allard MARIE L. CARTON ATTY ARIZAL Provinced Capitol, ATTY ARIZAL Provinced Capitol, ATTY ARIZAL PROVINCE OF RIZAL Local Construction of 2 Cardon ACT AND ARIZE L. CARTON ATTY ARIZAL PROVINCE OF RIZAL AND ARIZE L. CARTON ATTY ARIZAL PROVINCE OF RIZAL AND AR	GINA Z. ANORMA	MA	, VICTORIA E	LIADA
BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity Valid ID Presented Date Piace HON, REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila 2011 0. Francisco 133-439-786 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 meknowledgment is written and has been signed by the parties hereto in each and every page thereof, refers to the Agreement for: Construction of 1 atomy Ingress (a) Tipurpose Building at Stile Language. WITNESS MY HAND AND SEAL this	NO	TARIAL ACKNOWLEDGM	IENT	
Name/Entity Valid ID Presented Date Place HON, REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila **The Company 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 bereto in each and every page hereof, refers to the Agreement for: **Construction of 1 storey Ingress but Tiparpose Building at 35tio Language.** **WITNESS MY HAND AND SEAL this	REPUBLIC OF THE PHILIPPINES	-		
HON. REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manile 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 bereto in each and every page hereof, refers to the Agreement for: Construction of 1 atomy Increase (a) tiputyone Building at 34tio) are graded. ATTY Labor. Tenny, Rical WITNESS MY HAND AND SEAL this	BEFORE ME, a Notery Pub	lic for and in Antipolo City, pe	rsonally appeared th	e following
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 1 storey Tourns (m) tipurpose Building at Stile) aregister. Brys. Lathen, Toney, Rical WITNESS MY HAND AND SEAL this	Name/Entity	Valid II) Presented	Date	Place
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 1 stores Ingress out tiperpose Building at Stile Ingress. Bray. Laiben. Tenny, Rical WITNESS MY HAND AND SEAL this	HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
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written and has been signed by the parties bereto in each and every page hereof, refers to the Agreement for Construction of 1 storey Incres but tipurpose Building at Sitio Languades. Brey. Laihem. Tenny, Rical WITNESS MY HAND AND SEAL this	acknowledgment that the same is their	nown to be the same person's white tree voluntary act and deed as	no executed the foreg ; well as the entity th	oing instrument and at they respectively
WITNESS MY HAND AND SEAL this	This instrument, consisting of written and has been signed by the part	of three (3) pages including thir ties beteto in each and every page	s page wherein this ge hereof, refers to th	acknowl edgment is a Agreement for:
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Doe No. Are NO. 3/ NOTICE TO SERVICE OF REAL PROPERTY OF	WITNESS MY HAND AND	SEAL this day of Si	EP 17 2021 _{. at Riza}	d Provinced Capitol,
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MOLE Congligation No. VI-000784.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

17 September, 2021.

ENGR. RENATO C. VILLAROMAN LARD RUILDERS Baras, Rizal

Dear Engr. Villamman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS—that work may proceed on the Construction of 1/x30m Yeares Multi-Purpose Covered Court at Palmera Phase 3 & 4, Taylay, Multi-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 secondance 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.

Vory truly yours,

REBECCA A, YNARES

Governor.

I acknowledge receipt of this Notice on:

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Authorized Signature:

Name of the Representative of the Bidder:

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KNOW ALL MEN BY THESE PRESENTS:

This AGREFMENT made and entered into by and between:

existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipulo City, represented in this act by
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
reganized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <u>Paras</u> , <u>Rizal</u> , and herein represented by its Proprietor/President/General Manager, <u>Tenner Villarosan</u> of legal age, Filipino estizen, single/married, resident of <u>Faras</u> , <u>Gazel</u> , hereinafter referred to as the CONTRACTOR, WITNESSETTI, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 17. 6. 2021
Construction of $47x^{*}0x$ Yeares Meltipurpose Covered Court at Fairorn Phone $3 \in A_{*}$ Taylory, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive

<u>U</u>

Bid in a public bidding held last ______ Angust 11, 2021____, has accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Fran William sight Rendered winty of Thousand minety Two Frace and 49/400 (P 4-1055-092-19.), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Hid 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. 17, e. 2021
 b. Certificate of Availability of Funds

 - e. Scope/Program of Work and Detailed Estimate
 - d. Drawing, Plans and Specifications
 - e. Construction Schedule
 - 1. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidden's two (2) bidding envelopes
 - h. Bid Security
 - 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 Note: Pillian Bight Hendred Sixty Six Thomeson Ningty Two Feson and 19/100 (P____365_692_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;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS the Hillion Four Bundred 1fty File Thomsaid

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

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

A.

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





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

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

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

Lard Sailders	RIZAL PE	RIZAL PROVINCIAL GOVERNMENT		
Entity/Firm/Corporation				
By:	By:	EBECCA A. YNAH	œs	
Proprietor/Manager/President		1 Governor		
.,	WITNESSES			
CEVA Z. ANORMA	MA	. VICTORI <mark>S 9. TI</mark>	JADA	
N N	OTARIAL ACKNOWLEDGY	MENT		
REPUBLIC OF THE PHILIPPINE ÁNGRAG PISZ A) (S	SS) S.S.			
BEFORE ME. a Notary Pt	ablic for and in Antipolo City, po	rsonally appeared th	e following	
Name/Entity	Valid ID Presented	Date	Place	
HON, REBECCA A. YNARES	Passport No. P8239281A 449-041-448	August 5, 2028	Manila	

All known to the and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary set 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 17x30m Yourge Substitutions Covered Court at Polacia thank 3 & 4. Fortage Sizel

Philips 5 & 4, 103 thy, many	
WITNESS MY HAND AND SEAL shis Doe No Page No Book No Series 20	day of SEP 17 2021 in Rigal Provincial Capitol. ATT AND MARKE L. SANTOS NOTICE PORTOR FOR AND AND THE COUNTY OF RIZAL NOTICE PORTOR AND ARY PURIFICATION OF RIZAL AND ARY PURIFICATION OF RIZAL PORT NOTICE STATE AND 1446 2al Roll of Attorney's No. 38250 SIGN Literals Modeling No. 316832 (1504) SIGN Literals Modeling No. 316832 (1504)
	MCLE Compliance (19,91-00)/824- Vital (20,145 - 18, 2022)



OFFICE OF THE GOVERNOR.

NOTICE TO PROCEED.

17 September, 2021

MR. DENNIS C. SANDII.
D.C. SANDIL CONST'N & REALTY DEV'T INC.
Pandi Bulacan

Dear Mr. Sandil:

The attached Contract Agreement having been approved, notice is hereby given to D.C. SANDH. CONST'N & REALTY DEV'T INC. that work may proceed on the Site Development (Phase II) at the Antipolo City Government Center, Shio Cahadlag, Barangav San Jose, 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 timplementing 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:

9-20-204

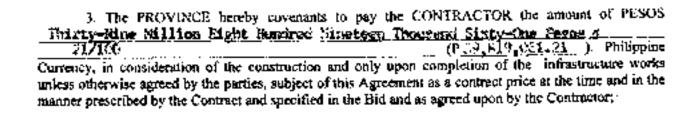
08/11/2021 # 17

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Sen Juan City and herein represented by its Proprietor/President/General Manager, SUS C. SAIDII of legal age, Pilipine citizen, single/married, resident of the Juan Strategy hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggardang Panlalawigan Ordinance No. 23, v. 20,00 namely:
Site Development (Phere II) as she Anticolo City Government Center, City Cobedies, See, See Year, Actionic etc.
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last has accepted and hinds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within five taxadred Eighty (280) 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:
co. O. C

- SP Ordinance No. 23, 8, 2020
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Octailed 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:



N.G.

- 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 Floven Million Rice immercal Forty-Five Thouse Contract of Phyloteon Posos (Particle of Phyloteon Posos)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's Alt 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 cast of the unperformed partian for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 und/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement:
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

Sp

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

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

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

IN WITNESS WHEREOF.	the parties have hereunto signed this Agreement this day of
DEC. SAROIL CONSTRUCTION &	RIZAL PROVINCIAL GOVERNMENT
Entity Phan Corporation By:	By:
Proprietor/Manager/President	RESECCA A. YNARES
1	WITNESSES - TA
GINA A ANORMA	MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
S.S.

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

Name-finalty	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Martila
CTRAIS C. SAIDIR.	275 Yr. 18 5-510-52 6		
·	·—	. — — —	

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 beteto in each and every page hereof, refers to the Agreement for.

Mite Development (Phase II) at the Antipolo City Covernment Center, Sitio Canadian, Only. See Jose, Antipolo City

accinetial Constant
MARIE L. SANTOS
aRM FuishC mangatan & Cardona gow.NGE OF RIZAL
Cocamber 31 224. Matter No. 19 224.
OPERIO Rizal Portovs No. 89250
miter No. (016632 /Riza) liznoa No.VI-0007833 o: April 14, 2027