

#### NOTICE TO PROCEED:

03 November, 2021

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

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to 
L.L. MARRON CONSTRUCTION & TRADING that work may proceed on the 
Construction/Improvement of Perimeter Fence, Gate and Concrete Are at 
Doña Justa Guido Mem. School, Brgs. San Roque, Angono, Rizal 
effective on the day you received this Notice to Proceed

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Aureement 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 X YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

LAURA L. MARRON

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

Proprietor/President/General Manager, , of legal age, F citizen, single/married, resident of , hereinafter referred to CONTRACTOR, WITNESSETH, That,  WHEREAS, the PROVINCE declares that certain infrastructure stocks should be construct pursuant of the Sanggamane Paulalawigan Ordinance No	organiza	ed and existing under the la	ws of the Reputition of the	he proprietership/private corporations with principal place and licroin represented	of bu
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- The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Com 1913 to the Bondwed Forty 51x Thomsond These Bondwed Binetians Forces and 49/100 (P 1.665.219.19 )

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and sufety, 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 provisious 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, finiture to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

IN WITNESS WHEREOF, the 0 3 NUV 2021 at Ans	e parties have hereunto i ipolo City.	igned this Agr	cement this	day of
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BEFORE ME, a Notary Public	for and in Antipolo Cit	y, personally ap	peared the follo	owing
Name/Entity	Valid ID Presented	Ü	Date P	tace
HON REBECCA A YNARES	Passport No. P8239281	A August	5, 2028 M	anifa
Leura L. Harron	235-039-176	- <u> </u>		
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ROLL REATTONIES NO. 5531# THE NO. 15581749/HP241



#### NOTICE TO PROCEED

03 November, 2021

MR. ALEX A. SUELILA A SUELILA CONSTRUCTION Morong, Rizal

Dear Mr. Sochila:

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

A. SUELILA CONSTRUCTION—that work may proceed on the

Construction of Perimeter Fence (portion) at Baras-Pinugay National

High School (Phase 2), Brgy, Pinugay, Baras, 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 Covernment of Rizal.

Very truly yours,

REBECCA A. YNARES

Governoe-

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder.

ALEXA, SUELILA

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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- 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 my Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two Hundred Wixty Bine Thomsond Aight Hundred Prenty Cour Punns and 50/100 (P.269,824,50).

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the imperformed partian for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prepadice to other courses of action and remedies available under the circumstances."

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

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

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

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

	the parties have hereunto sign Antipolo City.	ed this Agreement th	is day of
A. Smelils Construction EngryFirm/Corporation	RIZAL P	ROVINCIAL GOVE	RNMENT
By: ( / )	0	la.	
	By	6	
alex Balls	R	EBECCA A. YNAI	385
Proprietor/Manager/President		Governor	
1841	WITNESSES	8	
LOLITA B. DE GUZMA	N	MA, VICTORIA B.	TETADA
LOSSIA B. DEGIZA	M(*)	ara. vic. ipakis a.	LEMAUA
/		Cameria.	
	PTARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINES	. 6		
ANTIPOLO CITY )S.	S		
BEFORE ME, a Notary Pub	olic for and in Antipulo City, p	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON RESECCA A YNARES	Pamport No. P8239281A	August 5, 2028	Manila
lex -polita	922-527-249		
acknowledgment that the same is the present.  This instrument, consisting	of three (3) pages including th	a well as the entity the	at they respectivel acknowledgment
written and has been signed by the pa	rties hereto in each and every pa	use hereof, refers to the	e Agreement for:
Construction of Peri School (Phase 2), Brgy, Pin	meter Penez(portion) a many, Herne, Risel	t Narao-Pinngny	Witions Migh
WITNESS MY HAND AND Antipolo City	SEAL this D 3 ANDV	2021 , at Riza	l Provincial Capito
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P\$# 45 1556749/R/Jac



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

03 November, 2021

MR. GRINGO C. ANORE G. ANORE CONSTRUCTION Binangonan, Rizal

Dear Mr. Anore:

The attached Contract Agreement having been approved, notice is bereby given to G. ANORE CONSTRUCTION that work may proceed on the Construction of Covered Pathwalk at Painaan Elementary School, Heroes Ville Annex, Brgs. Plnagay, Baras, Rizal effective on the day you received this Notice to Proceed.

Opon 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

Lacknowledge receipt of this Notice on:

III to serve

Authorized Signature:

Name of the Representative of the Bidder:

GRINGO C. MORE

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

oprietor/President/General Manager, izen, single/married, resident of ONTRACTOR, WITNESSETH, That,  WHEREAS, the PROVINCE doctores that co round of the Stopphenous Footname Ground in the province of the Stopphenous Footname Ground in the Stopphenous Footname Ground in the province of the Stopphenous Footname Ground in the Stopphenous	1913 And	herematter referre	ed by in age, Filipine d to an the constructed in
WHEREAS, the CONTRACTOR works, has undertake the above said infrastructure works, has it in a public hidding held last construction and completion of the who would in the construction and completion of the who would in the construction of the amount of	een declared as has acc fritiationed and noved plant and	the Lawest Calculates reprod and binds itself rk@specied sounds	d Responsive to undertak
	(p	). Philippin	ic Currency.
I. The whole works subject matter of calendar of calendar of comments. Approved Plans, Program of Works and outract, Supplemental or Bid Bulletins, if any, and to Revised Implementing Rules and Regulations of all incorporated herein by waged seferom comments.	ays, in accordar Specifications, I supporting/rela Republic Act N	General and Special Control of the state of	is of the Big Conditions of mired by the
SP Ordinance No.     Certificate of Availability of Funds			
c. Scope/Program of Work and Detailed Estin d. Plans and Specifications e. Construction 5-hedule f. Request for Expression of Interest			
<ul> <li>Bidding Documents veluding all the documents two (2) bidding envelopes</li> <li>Bid Security</li> <li>Addenda and Supplements Bulletin</li> </ul>			ing.
J. Notice of Award of Contract and the Contra	ctor's Conform	ty thereto	
		INCE to theCONTR	ACTOR, th

- 4 The CONTRACTOR warrants that he has not given nor premised 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 and distributed to the contractor has posted the required performance security of PESOS.

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

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedics usualable under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be austained 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 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 3 to resort to other alternative modes of disputes resolution.

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

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.

AND THE RESERVE AND ADDRESS OF THE PARTY OF	ntipolo City.	st this Agreement to	is day of
G. nore Construction Entity/Firm/Corporation	RIZAL PR	ROVINCIAL GOVE	RNMENT
By. + 0,	Ву.	6	
Propositor/Minager/Propident	R	EBECCA A. YNAF	UES
182	WITNESSES	5	
LOLITA DE GUZMA	s 1	ма. VIСТОВКА В.	TEJADA
NO	TARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY ) S.S.	4		
BEFORE ME, a Notary Pub	lic for and in Antipolo City, pe	ersonally appeared th	e following
Name/Entity	Valid (D Presented	Date	Place
HON REBECCA A VNARES	Passport No. P8239281A	August 5, 2028	Manila
Gringo G. Amore	253-974-109		
All knows to me and to me kn acknowledgment that the same is their present.	nown to be the same person's wi r free voluntary act and deed as	to executed the foreg s well as the entity th	oing instrument and at they respectively
This instrument, consisting of written and has been signed by the par	of three (3) pages including the ties hereto in each and every page		
Ville Anness Drays P	red Pathwalk at Paissa immer, Barse, Rissi,	m Alema Heheola	lingues
WITNESS MY HAND AND Antipolo City	SEAL this D a NUV	2021 in Riza	Provincial Capitol.
Dec No. 179 Page No. 36 Block No. 3 Series 20 31	401A 401A	100	.20-07 17/812AL

THE STREET



#### NOTICE TO PROCEED:

03 November, 2021

MR. NOVENCIO J. FRANCISCO N. FRANCISCO CONSTRUCTION Morong, Rizal

Dear Mr. Emneisco:

The attached Contract Agreement having been approved, notice is hereby given to N. FRANCISCO CONSTRUCTION that work may proceed on the Improvement of Office/Building of Rizal Provincial Mobile Force Company, Third Maneuver Platoon at Brgs. San Juan, Baras, Rizal effective on the day you received this Notice to Proceed

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

Please acknowledge receipt and acceptance of this notice by xigning 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

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder: I SESSIN

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and intered 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 in the PROVINCE; and	
	eren sucues
a sole proprietorship/private corporate of the Philippines, with principal place of and office address at . and facrois represented	on, duly business by its
Proprietor/President/General Moonage Binn3 . of legal age.	
citizen, single/married, resident of Newsrelo Francisco , bereinafter referred to	
CONTRACTOR, WITNESSETH, That. Horung, Rinal	
WHEREAS, the PROVINCE declares that certain infrastructure works should be const	ructed in
pursumt of the Sangguniang Paulalawigan Ordinance No	nety:
22, 14, 2021	
Improvement of Officeffullding of Rical Provincial Mobile Force (	lampany
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical con	
to undertake the above said infrastructure works, has been declared as the Lawest Calculated Re	inpetence
Bid in a public hidding held last has accepted and binds itself to a	
the construction and completion of the ubbase side in the gracture works strictly in accordance	with the
following standards set furth in the bid documents, approved plans, program of works and specifi	ention in
consideration of the amount of	
Two Hillion Elght Charlend Thirtoon PhilippingCl	ideleti.
Handred Mirty Hime Peeper and 67/100 2.615.669.67	-32
NOW, THEREFORE, for and in consideration of the foregoing tremises, the partie	s hereto
hereby agree as follows:	
1. The whole works subject matter of this Agreement shall be completed	within
( ) calendar days, in accordance will the provisions of	the Bid
Documents Capped Ved Plans, Program of Works and Specifications, General and Special Conc.	linous of
Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as require	d by the
2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated	herewith
and insorperated herein by way of reference, namely:	11251195
TO DESCRIPTION OF VOTA VERY	
u. SP Ordinance No	
b. Certificate of Availability of Facility	
e. Scope/Program of Work and Detailed Estimate d. Plans and Specifications	
Construction 7. b. 4.6	
e Construction Schedule	
£ Request for Expression of Interest	
Bidding Documents secluding all the documents/statements contained is the winning bidder's two (2) bidding envelopes	
The state of the s	

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

j. Notice of Award of Contract and the Contractor's Conformity therete

i. Addenda and Supplementa Bulletin

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

Currency, a spinal standard Thirteen Thousand Sight plansted Sixty Nino participant Currency, a spinal ration of the construction and only upon completed Charles Safrastructure works untest office which several by the parties, subject of this Agreement as a contract price arther time and in the manner prescribed by the Comment and specified in the Bild and an agreed upon by the Contractor,

 The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

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

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

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

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

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

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

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

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

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

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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 Agroumont this day of at Antipolo City. 0 3 NOV 2021' N. Francisso Construction RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Piace Name/Entity Date: HON REBECCA A YNARES Passport No. P8239281A August 5, 2028 Mamia 100-141-962 Novembio Francisco

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 hereio in each and every page hereof, refers to the Agreement for:

Improvement of Office/Building of Mizel Provincial Nobile Force Company Third Memouver Platoon at Bryr. San Juon, Baran, Risal

WITNESS MY HAND AND SEAL this Antipolo City.	Octoby MOV 2021 at Rical Provincial Capitol,
Page No. 36 Book No. 3 Series 20 2/	NOTANIFAMILIANE DEC 31, 2021 NOTANIFAMILIANE



#### NOTICE TO PROCEED

03 November, 2021

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

Dear Mr. Ulmadas:

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

KIT UBIADAS CONSTRUCTION CORP: that work may proceed on the

RepulriRepainting of Youres Multi-Purpose Covered Court at Brgs. Tatula, Blowngonan, 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.

REBECCA A. YNARES

Governos

Lacknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

INE SESSI

LAURO A. UBIADAS



This AGREEMENT made and entered into by and between:

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

Fit thindes Goodtruction organized and existing under the laws of the Republic		tership/private_corporat	
and office address in the monon size of Proprietor/President/General Manager, L. uno R. citizen, single/married, resident of the appearance CONTRACTOR, WITNESSETH, That,	, and	herein represented of legal age, hereinafter referred to	by its Filipino

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalavergan Ordinance No. 🚉 🚚 2024.

Repair/Repainting of Theres Multipurpose Covered Court at Brug. Patelna Binompones, Rimol.

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 2024 has accepted and binds itself to undertake following standards set forth in the bid documents, approved plans, program of works and specification in 

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 stell be completed within ( 20 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 ard are integrated berewith and incorporated herein by way of reference, namely:
  - SP Ordinance No.
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - Bidding Documents vicinding all the documents/statements contained is the winning bidden's two (2) hidding envelopes
  - h. Bid Security
  - Addenda and Supplementa Dulletin
  - 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 -3 construct and complete the infrastruture works subject of dus Agreement in conformity with the province of the Contract,
- 3. The PROVINCE hereby covenants it pay the CONTRACTOR the amount of PESOS Win Sundred Minety him Thomsond Four Hundred Sighty Sight Peson and 39/100 Currency, = consideration of the construction and only upon completion of the diffustructure works unless otherwise useed 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 Birl and as agreed upon by the Contractor,

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two hundred hight Thomsand him hundred forty (P 200,946,52)

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-senth 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 projudice to other courses of action and remedies usualable under the circumstances."

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

Without projudice 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 hability 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) ANTIPOLO CITY ) 5 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 Manife

Lucy No. Ubfiedom: 008-hac-689

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

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

Repoin/Repainting of Theres Haltipurpose Covered Court at Bray. Inteles

WITNESS MY HAND AND SEAL this 0 3 NOV 2021 , at Rizal Provincial Capitol, Antipolo City.

Dox No. 29
Fage No. 39
Hook No. 3
Series 20. 27

ATT V. COMMENDED PUBBLISH YA AHAMON ACTAMY DOR HENNTE DEC 31, 7021 ACTAMINE TO VISSION NR. 20-07 AP LIFETA TORNEY NO. 55320



#### NOTICE TO PROCEED:

03 November, 2021

MR. DANILO C. MAGNO TRANCOM ENGINEERING CONSTRUCTION Taylay, Rizal

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION that work may proceed on the Repair/Repainting/Rehabilitation of Fraces Multi-Purpose Covered Court and Ynares Stage at Brgy. San Andrew and Brgy. San Reque, Cainta, Rizal affective 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

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder Nay.

#### 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 and office address at	the first transfer of	f the Philippines, with	principal place of business
Proprietor/President/General citizen, single/married, resi CONTRACTOR, WITNESS	dent of Enytoy, Riz	gno nl hereit	of legal age, Filipino after referred to as the
	OVINCE declares that cert		
pursuant of the Sangguntang	The state of the s		
	ng/Selabilitation of	Ynares Hultipur	oose Covered Court

to undertake the above and infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held last supplement 27, 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, propriat of works and specification in consideration of the amount of the National Pive Runder 6 Righty Tive Thomsond Three limited Fifty Three Pages and 83/100 (P 1,585,355,85 ), Philippine Currency

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

1. The whole works subject matter of this Agroement shall be completed within 65xrty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated barewith and incorporated berein by way of reference, namely.

- SP Ordinance No. 21, 94 2024
- Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Erhedule
- f. Request for Expression of Interest
- g. Bidding Documents schuding all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplementa Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the faiter hereby covenants with the PROVINCE o 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 PPSOS one #1111on Five limited Eighty Five Promised Target fluored #123 three Pesos and 83/100

  (P 1,769,253.83 ). Philippine Currency, to consideration of the construction and one upon completion of the infrastructure works onless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the more presented by the Centract 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 posted the required performance security of PESOS Fear Fundred Seventy Five Thousand -12t Hundred 55x Person and 15/100 (P 475,625,15

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

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE.
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistant 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 arbitratures under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction industry Arbitration Commission to resolved shall be

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

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

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

IN WITNESS WHEREOF, the parties have becomes signed this Agreement this 8 3 NOV 2021 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Transon Bayinearing Construction Entity/Firm/Corporation By: Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY )SS. 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 Pampon No. P8239281 A August 5, 2028 Manife Danilo Magno 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 in written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Magair/Repainting/Rehabilitation of Theres Multipurpose Covered Court and Theres Stage at Srgy. Den Andres out Srgy. Con Escoe, Coints, Risel 0 3saylar 2021 at Right Provincial Capitol, WITNESS MY HAND AND SHAL this Antipolo City ATTY, WASHINSOLUE PUTAYA ADAMON Doc No. WOTALNOTARY PUBLIC 31, 1021 Page No. Book No. DP LIESTED HILL MRS7/11/24 Series 20 2 COLLARATISCULY DO. S5010

\*TP NA 19581799787281



#### NOTICE TO PROCEED

03 November, 2021

MR. DANILO C. MAGNO TRANCOM ENGINEERING CONSTRUCTION Taytay, Rizal

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION—that work may proceed on the Repair/Repainting of Yuares Multi-Purpose Covered Court ESLA, Brgs. Sto. Domingo, Calata, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Hidder

C. MAGNO

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	GOVERNOR, HON, RE	m. Comet	emunicipal inno			
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P	rganized and existing under nd office address at reprietor/President/General itizen, single/married, resi ONTRACTOR, WITNESS	Manager, dent of	Zeytay, S		one bettern	represented by represented by of legal age, Filip or referred to as
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- The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PFSOS the Hundred Hanety Seven Thorseste the fundred worky the Fennes and 63/100 (P.197-151-55).

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

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- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated dankings which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-senth 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 resemd or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVENCE 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 in respectively assigned to them
  in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No 876, also known as the "Arbitration Law" Provided however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

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

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

the appropriate court of the City of	Antipolo, with the exclusion of a	my other courts.	
	the parties have hereunto signe Antipolo City.	ed this Agreement th	isday of
Princes ingineering Constru Entity/Pinn/Corporation	ection RIZAL PI	ROVINCIAL GOVE	RNMENT
By Day	By:	3	
Propheto Manager/President	R	Governor S	ES
M	WITNESSES	190 15.5	
LOLITA'B. DE GUZM.	AN I	MA. VICTORIAN	TEJADA
N	STARIAL ACKNOWLEDGS	MENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY ) S	(2) (E)		
BEFORE ME, a Notary Pu	blic for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNABES	Passport No. P8239281A	August 5, 2028	Manila
enilo Hagne	130-561-254		
All known to me and to me is acknowledgment that the same is the present	oxiwit to be the same person/s whoir free voluntary act and deed as		
This instrument, consisting written and has been signed by the pe	of three (3) pages including the arties hereto in each and every page		
Repair/Repairting of Desings, Caining Miss	Incres Hultipurpose Gov 1	ered Court Lotte,	, Braye Stoe
WITNESS MY HAND AND Amipole City.	SEAL this @ 3aWoV_2	7	Provincial Capitol
Due No/8/ Page No37		ATTENNEDALES	RESEATA-ADAMON

Book No.

Series 10 2

NOTARY PUBLIC

MOTABLE CHARLEST ME. 20-07

HOLL GOART MENT NO. 55320 ANN NO. 15501749/8/244



#### NOTICE TO PROCEED

03 November, 2021

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

Dear Mr. Agumo:

The attached Contract Agreement having been approved, notice is hereby given to DIAZ AQUINO CONSTRUCTION CORP. that work may proceed on the Repair/Repainting/Improvement of Multi-Purpose Bldg. at Brgg. Multiya, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

Governors

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

PAOLO OLIVER D. AQUINO

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to m, the PROVINCE, and
Of the Agustine Committee Corp. a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binengonen, Rival and herein represented by its Proprietor/President/General Manager, Dim D. Aquino of legal age, Filipino citizen, single/married, tesident of Rivangonen, Rival hereinafter suferred to an the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be commuted in

pursuant of the Sangguniang Pantalasegan Chalimance No. 21, 2. 2021 namely:

Papelr/Reprinting/Emprovement of Sultipurpose Bldg. at Brgy. Malaym.

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lawest Calculated Responsive Bid in a public bidding held limit. September 27, 2024, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Sight Employed Events These Themsend Five Hundred.

Trainty Him Finon and 93/100 (P. SPI 2005) [PRopping 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 shell be completed within at the completed within (EQ) calendar days, in accordance will 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. 21, 4, 2024
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications.
  - e. Construction Schodule

Paldiln. Rival

- f. Request for Expression of Interest
- g. Bidding Documents ocluding all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addends and Supplementa Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the faster hereby covenants with the PROVINCE is construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Hight Bundred Twenty Three Thousand live Bundred Twenty size Fesos and 95/100

Currency, in consideration of the construction and one 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 prescrited by the Contract and specified in the Bid and at 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 Hundred Forty Seven Thomas of PESOS. (P. 1740) 8. 10. (P. 1740) 8. (P

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, if	be parties have utipolo City.	barounto sign	ed this Ag	geanant thi	sday o
Oisa Squino Construction Vo Entity/Firm/Corporation	2794	RIZAL P	ROVINC	AL GOVE	RNMENT
By COM		By:		5	
Proprietor/Manager/President		- 1	and the second second	A.A. YNAR	rs.
1	WITT	NESSES	9	o-mongares.	
LOLITA BODE GUZMA	Č.	141-00-00-00-0	MA VIC	TOPLE	TRIADA
LOLITA GODE AGENTA		MA, VICTORIA B. TEJADA			CEMADA
( NO	TARIAL ACI	CNOWLEDG	MENT	1	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY ) S.S.					
BEFORE ME, a Notary Publ	lic for and in A	intipolo City, p	ersonally	appeared th	e following
Name/Entity	Valid II	) Presented		Date	Place
HON REBECCA A YNARES	Pansport N	P8239281A	Augu	st 5, 2028	Manila
Dins De Aquino	010-054	-750			
All known to me and to me ke acknowledgment that the same is their present.					
This instrument, consisting of written and has been signed by the par-	of three (3) pay ties hereto in e	ges including the	ns page w	merein this refers to th	acknowledgment c Agreement for
Repoir/Repointing/Im					
WITNESS MY HAND AND Antipolo City	SEAL thin	WW.E. O	2021;	at Riza	Provincial Capito
Doc No. 184 Page No. 27 Book No. 3 Senes 20 24			ATTY/O		ERUSAYA-400MDA DEC 31, 2001 311 NO. 20-67 ,00047/8724L**

PTD HD 15581749/8/241



#### NOTICE TO PROCEED

03 November, 2021

MR. NICKERSON H. SAGUN NICKERSON CONSTRUCTION Rodriguez, Rizal

Dear Mr. Sagun;

The attached Contract Agreement having been approved, notice is hereby given to NICKERSON CONSTRUCTION—that work may proceed on the Improvement/Repaining/Repair of Youres Multi-Purpose Covered Court/Youres Multi-Purpose Building at Brgs. San Isidra and Brgs. Rosario, Rudriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

NICKERSON H. SAGUN

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and natured into by and between:

reunterential Road corner GOVERNOR, HON, RE	of No. 7160, with P. Oliveros St., Brg	seat of governing. San Roque, A	nent at the Rival ntipolo City, repres	ented in this act by
Hickoroum Commtrost)	Lon	a selete	ruprieton/hip/private	e comocation, duly
rganized and existing under and office address at reprietor/President/General itizen, single/married, resident/ ONTRACTOR, WITNESS	Manager, Fion dent of Rodrig	excon seguin	. 05 3	oil place of business presented by its egal age, Filipino referred to as the
WHEREAS, the PRO sersuant of the Surgguerang	OVINCE declares if Panialassigan Ordi	nat certain infrast nance No. 214	nicture works should e. 2024	id be constructed in unitely:
harmant/Resident Pultipurpose In	ciating/Secale wilding at Engy	of Tourse Mul • Bon Inidge	tipurpose core and Brgy. Form	red Court/ rio, Sodrigues,
WHEREAS, the CO o undertake the above and i bid in a public bidding held he construction and comple following standards set forth consideration of the amount Lovery Funda and 59/	last	has been declared by the hard infrinstructure is approved plan	ed as the Lowest Co is accepted and bind is works strictly in a program of works	cutated Responsive s itself to undertake scootlance with the and rescutation in
Qeven Feede and 59/	100	(P	1295, 919.29 j. Pi	nilippine Currency.
1. The whole we have by Three Documents, Approved Plans Contract, Supplemental or I to 16 Revised Implementing and incorporated herein by we	s, Program of Work Bid Bulletins, if an Rules and Regulator	s and Specificati y, and supporting ons of Renublic A	ons. General and Sp girelated documents	ectal Conditions of as required by the
a. SP Ordinance No.	The state of the s	HATA.		
b Certificate of Ave	adabition of Funds			
Scope Program of	f Work and Detailed	Estimate		
d. Plans and Specific e. Construction 5-ho	ications			
f. Request for Exper				
g. Bidding Docume	ents including all the	documents/states	nems contained in th	e winning
h. Bid Sourity	hidding envelopes			
i. Addenda and Sup	olementa Palleria			
j. Notice of Award	of Contract and the C	Contractor's Conf	ormity thereto	
PARK THE STREET	of the paymen to b	e made his the H	DAMAGE II. AL-	ONTRACTOR, the
the distance of the second second	ty with the province	SAME OF STREET, ASSESSED ASSESSED.	The state of the s	
In consideration latter hereby covenants with this Agreement in conformit     The PROVINCE THE MELLEN TWO Extra 199/100	ty with the province	of the Contract;		

- 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 Commet;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Coverty Three Thousand Six Europed Three Pesos and 48/100 (P 373,623,48 )

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

  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
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

Mount

provided the PROVINCE:

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

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

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

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

D 3 NOV 2021 at An	e parties have hereunto signe tipolo City	d this Agreement thi	sday of
Entity/Firm/Corporation	RIZAL PR	OVINCIAL GOVE	RNMENT
By Morris	By:	8	ope .
Proprietor/Manager/President	38	Governor A	i£
188	WITNESSES	(20)	
LOLITA B. DE GUZMAN		ма уктожа в	TEJADA
NOT	ARIAL ACKNOWLEDGE	IENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.			
BEFORE ME, a Notary Public	e for and in Antipolo City, pe	esonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
Historoon Sopen	412-092-013		
All known to me and to me kno acknowledgment that the same is their present.			
This instrument, consisting of written and has been signed by the parti-			
improvement/Repointing Multipurpose Building at Pro	/Repoir of Introd Bul ye dam leidro and Bry	tipurpose Covere y. Fossrio, Mode	nd Court/Yenres
WITNESS MY HAND AND S Antipolo City	EAL this 0 3 NOV 2	B21 at Riza	Provincial Capitol,
Doe No. /78 Page No. 3 Book No. 3		ATT COMMISSION	HEVERURATA WANDS

Series 20 2/

HOTARIAL COPY SHIGH NO. 20- 07

LIFET OF BOIL HO, 09047/01244 POLL OF A TYDENEY NO. 55310 PAR HB. 15 581748/81244



#### NOTICE TO PROCEED

03 November, 2021

MR, NICKERSON IL SAGUN NICKERSON CONSTRUCTION Rodriguez, Rizal

Dear Mr. Sagun

The attached Contract Agreement having been approved, notice is hereby given to 
NICKERSON CONSTRUCTION—that work may proceed on the 
Construction of Hict8m Yuares Multi-Purpose Covered Court (Rafter Type)

at Sitio Mabolo, Brgs. Purpy, Rodriguez, 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 X YNARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

NICKERSON H. SAGUN

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT mode and entered into by and between

existing under Republic Act No. 73 Circumferential Road corner P. Oliver	NMENT OF RIZAL, a local government unit, duly organized and 60, with seat of government at the Rizal Provincial Capitol, es St., Brgy, San Roque, Antipolo City, represented in this act by A. YNARES, herein referred to as the PROVINCE; and
Historien Construction	
	heromatics referred to as the
WHEREAS, the PROVINCE pursuant of the Sanggintung Panlabase	declares that certain infinstructure works should be constructed in ingan Ordinance No. 21 a namely:
Construction of 40x18s Sitto Mabolo, Regy, Purcy, Re	Yaares Multipurpose Govered Court (Rafter Type) at Mrigues, Risal
the construction and completion of t following standards set forth in the bi- consideration of the amount of	has accepted and brinds itself to undertake he above said infrastructure works arietly in accordance with the decomments approved plans program of works and specification in the first term of the first parties of the first parties of the foregoing premises, the parties hereto and in consideration of the foregoing premises, the parties hereto
Documents, Approved Plans, Program Contract, Supplemental or Bid Hulle	piect matter of this Agreement shall be completed within a calendar days, in accordance with the provisions of the Hid in of Works and Specifications, General and Special Conditions of this, if any, and supporting/related documents as required by the directions of Republic Act No. 9184 and are integrated herewith before, namely:
a. 5P Ordinance No. ≥1.	s. 2024
b. Certificate of Availability	of Funds
<ul> <li>Scope/Program of Work at</li> </ul>	nd Detailed Estimate
<ul> <li>d. Plans and Specifications</li> <li>e. Construction 3-chedule</li> </ul>	
f. Request for Expression of	Interest
g. Bidding Documents websit bidder's two (2) bidding of h. Bid Security	fing all the documents/statements contained it the wiming
Addenda and Supplements	i Sullerin
J Notice of Award of Contra	act and the Contractor's Conformity thereto
Jairca hereby coverants with the PRC ans Agreement in conformity with the	symen to be made by the PROVINCE to the CONTRACTOR, the IVINCE's construct and complete the infrastrumore works subject of the province of the Contract;
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	(ji 2,527,15%69 ), Philippine
unless otherwise barood by the partie	construction and only upon completion of the infrastructure works

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; [6]
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the 5. It is understood that produced Parky Sight Thomas of Con-required performance security of PESOS areas sundred Fifty Sight Thomas of Conifty five reson and 11/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
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- 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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9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welflare compensation for injuries, minimum wages, hours of work and other labor laws;

- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement,
  - 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
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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 my agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the	e parties have hereunto si tipolo City.	gnod this Agreement th	isday of
Hickoroom Commtrustion	RIZAL	PROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By: Maskerson	Ву	REBECCA & YNAI	us_
Proprietor/Manager/President		Governor /	7
1/2	WITNESSES	lif ≪. Saari	
LOLITA BOE GUMAN	V	MA. VICTORYA B.	TEJADA
NOT	ARIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S			
BEFORE ME, a Notary Publi	ic for and in Antipolo City	, personally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Panaport No. P8239281/	August 5, 2028	Manija
Missingress Augum	Ne240104055		-
All known to me and to me kn acknowledgment that the same is their present.	own to be the same person, free voluntary act and dec	s who executed the foreg d as well as the entity th	ong matrament are uit they respectively
This instrument, consisting o written and has been signed by the part	f three (3) pages including ies beneto in each and ever	this page wherein this page hereof, refers to the	acknowledgment is a Agreement for
Sensimuation of 10x15 at Sitio M bolo, Brgy, Fur			infter Type)
WITNESS MY HAND AND 1 Amipolo City	SEAL this D_34NO4	2021 at Rie	al Provincial Capitol
Doc No. 177 Page No. 36 Book No. 3 Senses 29 27		HATTARY SALTON	Stoff HO. 20- 07
7		TRUETING ROLL	NO. 09847/01ZAL Y MO. 55310

THE HE ISSUITANTON



#### NOTICE TO PROCEED

03 November, 2021

MR. NICKERSON B. SAGUN NICKERSON CONSTRUCTION Rodriguez, Rizal

Dear Mr. Sagun:

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

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

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

Very truly yours;

REBECCA A. STARES

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder

NICKERSON B. SAGUN

#### KNOW ALL MEN BY THESE PRESENTS:

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This AGREEMENT made and entered into by and between

	a sole proprietorship/private corporation,
organio and Proprie citizen	red and existing under the laws of the Republic of the Philippines, with principal place of busing office address at Louisippines, the principal place of busing office address at Louisippines, the principal place of business and herein represented by the principal Manager, and herein represented by the principal married, resident of the Philippines, with principal place of business and herein represented by the principal place of business and herein represented by the principal place of business and herein represented by the principal place of business and herein represented by the principal place of business and herein represented by the principal place of business and herein represented by the principal place of business and herein represented by the principal place of business and herein represented by the principal place of business and herein represented by the principal place of business and herein represented by the principal place of business and herein represented by the principal place of business and herein represented by the principal place of business and herein represented by the principal place of business and herein represented by the place of the principal place of business and herein represented by the principal place of the place of the principal place of the place
parsua	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed of the Sanggennung Paulalawigan Ordinance No. 22, 3, 2022 namely
	PERSONAL PROPERTY OF ANTI-TOCOPE COMMENCE COMPANIE STATE THEORY. REST. BELLEVI. THE CASE (SAME). THE CASE (SAME).
Bid in the co follow	dertake the above said infrastructure works, has been declared as the Lowest Calculated Response public bridding held last <u>and lower many</u> , has accepted and binds itself to underestruction and completion of the above said infrastructure works strictly in accordance with ving standards set forth in the bid documents, approved plans, program of works and specifications.
Pes	deration of the amount of One WIII.ton Saves Hofelped Pour Thousand One Oursell 85/100 (P. L. 70%, 10%, 10%, 10%, 10%, 10%, 10%, 10%, 1
Perc	01 1 85/100 (P. L. 70%, 100: 10.). Philippine Curren
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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,
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five incremed Eleven Thousand Two Juridical

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

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

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

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

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

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

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

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

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

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

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

	the parties have hereunto signed Antipolo City.	I this Agreement thi	isday of
digueses nowmer ten	RIZAL PR	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation		U	
Hy; NI Dorn	By:	В	NAC-
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Proprietor/Manager/President	_	1	V.
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( N	OTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY )S	(S) (S.S.		
BEFORE ME, a Notary Po	ablic for and in Antipolo City, per	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
A SHAM	II- HC. 612-090-913		
All known to me and to me acknowledgment that the same is the present.	known to be the same person's wheir free voluntary act and deed as		
This instrument, consisting written and has been signed by the p	of three (3) pages including the parties hereto in each and every page		
harde/Reprinting of Hulti- Multiples, Rivel	Purpose Covered Court of	Sitio Mawn, Ec	gy. Sma Reisel,
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PTR NO. 15501749/HIZM



#### NOTICE TO PROCEED

03 November, 2021

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

Dear Mr. Sugan:

The attached Contract Agreement having been approved, notice is hereby given to 
DIAMOND BLESSED CONSTRUCTION—that work may proceed on the 
Construction of Stage at Eastwood Residences Phase 2, Brgs. San Isidro, Rodriguez, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours;

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

IA. VICTORIA H. SAGUN

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

organized and existing under the life and office address at Proprietor/President/General Manag	of the Republic of the Philip	pines, with principal place of mid herein represented of legal age.
citizen, single/married, resident of CONTRACTOR, WITNESSETH,	Chat,	, hereinafter referred to
WHEREAS, the PROVINC pursuant of the Syngarus region familial forms of the Syngarus regions familiarity for the state of t	E declares that cortain infraint	netine Works should be constituted in the part of the
to undertake the above said infrasfru Bid in a public bidding held last	tues.	has the Lowest Calculated Re- accepted and binds itself to a
the construction and completion of following standards set forth in the b	the above said infrastructure of documents, approved plans.	program of works and specifi
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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 Too Interfered Highly-Saven Theorems 15(cm) | 14 miles 11 miles 11
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

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

Jurisdiction over civil cases or 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.

0 3 NOV 202 HEREOF	, the parties have hercumo signe Antipolo City,	d this Agreement thi	s day of
DESCRIP PLESSED CONTROL	DIZAL DE	OVINCIAL GOVER	NAMESTE
Entity/Fjequ/Corporation	ROZAL PR	OVINCIAL GOVER	CAMENT
By: All	By:	2	
MA. VICTORIAN CACATI	7.63	EBECCA A. YNAR	rc.
Proprietor Manager President	,	Governor ST	7'-
LOLITA B. DE GOZM	WITNESSES	& VICTORDA	TVIADA
LOCITA B. DE GISEN	MACO III	THE TOWN	(Lewisters
/ N	OTARIAL ACKNOWLEDGM	IENT	y
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY	ES) 5.5.		
BEFORE ME, a Notary Po	ablic for and in Antipolo City, pe	rsonally appeared the	following
Name/Fintity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Pasuport No. P8239281A	August 5, 2028	Manija
NA. VICTORIA II. SATER	THE R. P. LEWIS CO., LANS.		
All known to me and to me acknowledgment that the same is the present.	known to be the same person's wh mir free voluntary act and deed as		
This instrument, consisting written and has been signed by the p	of three (3) pages including the tarties hereto in each and every pag		
Construction of Stage at a	rebott france fran	& Hary Ton Ja	KATEL THE STOR
WITNESS MY HAND AN	D SEAL this 0 3 NOV 20	21 as Rivel	Provincial Capital
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\* TP NO 15551 + 97 P ...L



#### NOTICE TO PROCEED

03 November, 2021

ENGR, RENATO C. VILLAROMAN LARD BUILDERS Batas, 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 of 2-Storey Ynares Multi-Purpose Huilding, BADAC und Fanod Office at Brgy. Manggahan, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

facknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

BENATO C. VILLAROMAN

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four interior of PESOS Four interior of PESOS Four interior of PESOS Four interior of PESOS (P. 487,375.29)

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

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof, For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resend 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 health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE.
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to subtrators under Republic Act No. \$76, also knows as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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.

D 3 100V 2021 WHEREOF, the	e parties have hereunto signe tipolo City	d this Agreement th	isday of
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Entity/Firm/Corporation	NIZAL PR	OVINCIAL GOVE	KNMEDU
By: Ø	By:		
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€ NOT	ARIAL ACKNOWLEDGM	IENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.			
BEFORE ME, a Notary Public	tor and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Pamport No. P8239281A.	August 5, 2028	Manila
HEWTO ATTIVISMAN	TIKNO, 112-24-6		
All known to me and to me kno acknowledgment that the same is their present.	wn to be the same person's wh free voluntary act and deed as	o executed the foreg well as the entity th	oing instrument and at they respectively
This instrument, consisting of written and has been signed by the particular.	three (3) pages including this is hereto in each and every page	s page wherein this se hereof, refers to the	acknowledgment is Agreement for
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OTH NO 15581749/H/241



#### NOTICE TO PROCEED

03 November, 2021

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

Denr Mr. Ubiadas

The uttached Contract Agreement having been approved, notice is hereby given to 
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the 
Repair/Repainting of Ynarcs Multi-Purpose Building at 
Begg. Rosario and Begg. Manggahan, Rodriguet, 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 NARES

Lacknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

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LAURO A. UBIADAS

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

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- The CONTRACTOR warrants that he has not given nor promised to give my 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 These Patorized Three Industrial One susmiced Forcey-Eight remot 6 60/100

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (100) of the amount of the contract, the Procuring Entity may resetted or terminate the contract, without prepadice to other courses of action and remedies available under the circumstances."

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

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referred thereto. The process of arbitration under the foregoing law thall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing / U 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 0.3 No. 2021 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

Entity/Fitm/Corporation

By: By: By: REBECCA A. YNARES

Proprietor/Manager/President

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY S.S.

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

Name/Entity Valid ID Presented Date Place
HON REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manife
LAGRO N., DETADAS TIN HO., CO8-410-689

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

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

Repuls/Repainting of Yourns Hulti-Purpose Building at Beny. Howard and Brgy. Househou, Hodrigues, Risal

WITNESS MY HAND AND SEAL this	D 3 NAV 2021 at Rical Provincial Capitol
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#### NOTICE TO PROCEED

03 November, 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 Improvement/Repair/Repainting of Diaz Multi-Purpose Covered Court at Bancom Life Homes, Brgs. Galod Malaya, San Maseo, Rizal effective on the day you received this Notice to Proceed.

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

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

FERNANDO L. ARADA

Very truly yours.

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature
Name of the Representative of the Bidder

09/27/20210 15

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

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

existing under Republic Act No. 7160, with seat of government a Circumferential Road corner P. Oliverus St., Brgy. San Roque, Antipolitis GOVERNOR, HON, REBECCA A. YNARES, herein referred to as	a the Rical Provincial Capitol, o City, represented in this act by
FLAG CONSTRUCTION COMPONENTIAL	
organized and existing under the laws of the Republic of the Philippines	torship/private corporation, duly, with principal place of business berein represented by its of legal age, Filipino bereinafter referred to as the
WHEREAS, the PROVINCE declares that certain infrastructure pursuant of the Sanggantang Paulalasvigan Ordinance No. 1	works should be constructed in namely;
Deprovement/Repetr/Sepainting of Dist Hults-Purpor Deprovement Life House, Brgy. Gulod Melays, Sen Mateo,	me Covered Court at Pisel
the construction and completion of the above said infrastructure work following standards set forth in the bid documents appropriate plans, prog- consideration of the amount of ac-	to Lowest Calculated Responsive ofed and binds itself to undertake a strictly in accordance with the rant of works and specification in
Charles Minacean Seads 8, 99/100	), Philippine Currency
Documents, Approved Plans, Program of Works and Specifications, G Contract, Supplemental or Bid Bulletins, if any, and supporting/relate 2016 Revised Implementing Rules and Regulations of Republic Act No. and incorporated herein by way of reference, namely:	at shall be completed within the with the provisions of the Bid eneral and Special Conditions of all documents as required by the
SP Ordinance No.      Certificate of Availability of Funds     Scope/Program of Work and Detailed Estimate     Plans and Specifications	
e. Construction Schedule  f. Request for Expression of Interest  g. Bidding Documents including all the documents/statements or bidder/s two (2) bidding envelopes  h. Bid Security	ontained is the winning
i. Addenda and Supplemental Bulletin	
j. Notice of Award of Contract and the Contractor's Conformity	thereto
<ol> <li>In consideration of the payment to be made by the PROVID latter hereby covenants with the PROVINCE to construct and complete this Agreement in conformity with the province of the Contract;</li> </ol>	NCE to the CONTRACTOR, the he infrastructure works subject of
Three PHOVINCE hereby covenants to pay the CONTRA	ACTOR the amount of PESOS

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

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract,
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Doc MULLion one Bundeed Fourteen Topuressi line landeed highly-live Peeos 4 96/100 (P.1.114.533.56)

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 horewith, in accordance with the Bidding Documents;

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

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

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

O 3 NOV 2021 at Antipolo City	ave hereunto signed this Agreement this day of
FLAC CONSTRUCTION CONFERENCES Entity/Firm/Corporation	RIZAL PROVINCIAL GOVERNMENT
Hy: Choque	By:
Proprietor/Manager/Dresident	Governor - A
/41 w	TNESSES
LOLITA'BL DEGUZMAN	MA. VICTORIS, B. TEJADA
NOTARIAL A	CKNOWLEDGMENT
REPUBLIC OF THE PHILIPPINES)	

ANTIPOLO CITY 15.5

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

Name/Entity Valid ID Presented Date Pince HON REBECCA A YNARES Paraport No. P8239281A August 5, 2028: Manita 

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.

11 10 - 00 fer 2- 21

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

Deprovement/Repolit/Sepainting of Dies Williamspore Covered Point to Versen 17-

WITNESS MY HAND AND SEAL this 0 3 NOV 2021 Antipolo City

at Rizal Provincial Capitol.

Doc No. Book No. Series 20 2

VENTONSALVERUMTA MARGE NOTABIAL COMMISSION NO. 29-07 WELFETTEL BOLL NO. 19847/11/24 TOLE OF A TOTHEY NO. 55310 \*18 NO 15581749/HTZ#



#### NOTICE TO PROCEED

03 November, 2021

MR. NICKERSON H. SAGUN NICKERSON CONSTRUCTION Rodriguez, Rizal

Dear Mr. Sagun:

The attached Contract Agreement having been approved, notice is hereby given to NICKERSON CONSTRUCTION—that work may proceed on the Construction of Covered Pathwalk at San Mateo Sr. High School, Brgy. Guitnang Bayan II, San Mateo, Rigal offective 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. YVARES

I acknowledge receipt of this Notice on

Authorized Signature

Name of the Representative of the Bidder.

NICKERSON TE SAGUN

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

Circu	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized a ing, under Republic Act No. 7160, with seat of government at the Rizad Provincial Capit imferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act OVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
	TERRETOR CONTINUONAL AND ASSESSMENT OF THE PROPERTY OF THE PRO
and Propi	nized and existing under the laws of the Republic of the Philippines, with principal place of busines office address at and herein represented by netor/President/General Manager, of legal age, Filipien, single/married, tesident of hereinafter referred to as to STRACTOR, WITNESSETH, That,
pins	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed aunt of the Sangguniang Panlakovigan Ordinance No
	The Company of the Co
the c	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent idertake the above said infrastructure works, has been declared as the Lowest Calculated Responsion a public bidding held last has accepted and binds itself to undertage construction and completion of the above said infrastructure works wrietly in accordance with the wing standards set forth in the bid documents, approved plans, program of works and specification ideration of the amount of
23/11	(P ), Philippine Currency
	NOW, THEREPORE, for and in consideration of the foregoing premises, the parties here by agree as follows:  1. The whole works subject matter of this Agreement shall be completed with  ( ) calendar days, in accordance with the provisions of the fi
Doct Cont 2016	1. The whole works subject matter of this Agreement shall be completed with
Doct Cont 2016	The whole works subject matter of this Agreement shell be completed with a calendar days, in accordance with the provisions of the framents, Approved Plans, Program of Works and Specifications, General and Special Conditions tract, Supplemental or Bid Bulletins, if any, and supporting/soluted documents as required by the Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith the provision of the first supporting and the supporting research and reputation of Republic Act No. 9184 and are integrated herewith the provision of the first support of the fi
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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;

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

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

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

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

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



Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anytall 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.

PN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ day of D 3 NOV 2021 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Entity/Film/Corporation By. Proprietor/Manager/President WITNESSES LOLITA B. DE GUZM NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ISS. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name Entity Valid ID Presented Place: Date HON REBECCA A YNARES Passport No. P8239281A August 5, 2028 Manila THE RESERVE OF THE PARTY OF THE THE RES HERSONG-WILLIAM All known to me and to me known to be the same person's who executed the foregoing instrument and

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

Committee of Covered rationals at the Cate Six total Expedit Stage Colleges.

WITNESS MY HAND AND SEAL this \_\_\_\_\_\_
Antipolo City.

D 3,NOV 2021

at Rizal Provincial Capitol.

Disc No. 176 Page No. 36

Book No. 3 Series 20 2/ HOTARIAL CONVISSION NO. 20-07
INCLUDE TO THE TOTAL CONVISSION NO. 20-07
INCLUDE TO THE TOTAL CONVISSION NO. 25-320
PTR NO. 15 SHI 74 9/ 8/24



#### NOTICE TO PROCEED

03 November, 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 Ynares Multi-Purpose Covered Court of Rawang Elem, School, Brgs. Tandang Kutyo, Tanay, 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;

REBECCA A. PARES

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

15.30

09/27/2021#17

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVENCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized at
existing under Republic Act No. 7160, with seat of government at the Rical Provincial Capital
Circumferential Road corner P. Oliveros St., Bigy. San Roque, Antipolo City, represented in this act in COVERNOR May 1997.
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE, and

erganized and existing under the laws of the Republi	<ul> <li>a sole proprietorship/private corporation, duly ic of the Philippines, with principal place of business</li> </ul>
Proprietor/Provident/Consul Manager City	and herein represented by its of legal age. Filipino
citizen, single/married, resident of Partin	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in poisuant of the Sanggunung Panlalanegan Ordinanca No RESE Ros. 10. 5, 8. 2021 unitely:

Countrophics of Yamres Multi-Purpose Covered Court at Rewing Elementary School, Sogy, Tendeng Katyo, Tenny, Rigal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure weeks, has been declaced as the Lawest Culculated Responsive following standards set forth in the bid documents, approved plans, program of works and specification in Consideration of the amount of Four Million Highty-Five Topusond One thindred Fight Peron 5 42/100 (P. 4,085,180,42 ) Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within ( 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. RPSE Rog. No. 5, c. 2021
 b. Certificate of Availability of Funds

- e. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- Construction 5chedule
- f Request for Expression of Interest
- g. Bidding Documents recluding all the documents/statements contained is the synning bidder/s two (2) bidding envelopes

h. Bid Security

- i. Addenda and Supplementa Bulletin
- 3. Notice of Award of Contract and the Contractor's Conformity thereto

2. In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the faster hereby covenants with the PROVINCE's construct and complete the infrastructure works subject of mis Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS. Four Hillion Eighty-Pive Thousand One Lineired Eighty Peson 5 62/100

Currency, to consideration of the construction and only upon completion of the infinitracture works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the monner prescribed by New Contract and specified in the Bid and an agreed upon by the Contractor,

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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. One Million Two hardred Tourity-Pive Toquesud Five Page Four Pages 6 L3/100 (P.1,225,554.13)

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;

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

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

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

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

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

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

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

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

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

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrature 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

J.

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.

ESSIMHEREOF, the parties have become signed this Agreement this at Antipolo City. ASSAL GOVERNMENT CON RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: REBECCA A. YNARK Proprietor/Manager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entity. Valid ID Presented Date Place HON REBECCA A. YNARES Pamport No. P8239281A August 5, 2028 Manila CLAHENCE 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 present written and has been signed by the parties hereto 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

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

Construction of Yanres Multi-Purpose Covered Court at Reveny Elementary School, Scay, Tendeng Butyo, Tensy, Ricel

WITNESS MY HAND AND SEAL this	O 3dle of 2021	at Rizal Provincial Capitol
Antipole City		

Doc No. Page No.

ATT'S MARINAMERS AND HIS LAND. HOTARY PURCHER 1 2021 HOTABIAL CON PLESTON HE 20-07 DFLIFETING TOLL HO. G9097/ HIZAL TOLL OF ATTOMIEV NO. 55310 PTH ND. 15581749/ 11241



#### NOTICE TO PROCEED

03 November, 2021

ENGR, RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Construction of Youres Stage at Rawang Elem. School, Begg: Tundang Kutyo, Tunay, Rizal affective 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. DVARES

Lacknowledge receipt of this Notice on

Authorized Signature
Name of the Representative of the Bidder

RESATO C. VILLAROMAN

- 2 -



#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

City	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and ting under Republic Act No. 7160, with sent of government at the Rigal Provincial Capitol, ampferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by GOVERNOR, HON, RESECCA A. YNARES, herein referred to as the PROVINCE, and
	a sole proprietorship/private corporation, duly
org	anized and existing under the laws of the Republic of the Philippines, with principal place of business.
and	
	prietor/President/General Manager; of legal age, Filipino
	ten, single/murried, resident of hereinafter referred to in the
CO	NTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pur	suant of the Sanggumang Panlalawigan Ordinance No. 2012 5
	The companies of the contract
	TANK HATTY, DESKE
Bic the fol	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence indertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive in a public bidding held last
	Philippine Curency.
hee	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto eby agree as follows:
	The whole works subject matter of this Agreement shall be completed within     (
20	cuments, Approved Plans, Program of Works and Specifications, General and Special Conditions of intract, Supplemental or Bid Bulletins, if any, and supporting related documents as required by the In Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith discorporated herein by way of reference, namely.
	a. SP Ordinance No.
5	b. Certificate of Availability of Punds
6	c. Scope/Program of Work and Detailed Estimate
	d. Plans and Specifications
	e. Construction Schedule
	f. Request for Expression of Interest
	g. Bidding Documents sucluding all the documents/statements contained in the winning
	budder's two (2) budding envelopes
	h. Bid Security
	i. Addenda and Supplementar Halletin
	<ol> <li>Notice of Award of Contract and the Contractor's Conformity thereto.</li> </ol>
	2. In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the
10	ner hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
(h	is Agreement in conformity with the province of the Contract:
	TO THE PROPERTY OF THE PROPERT
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

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

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

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

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-senth 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 resend 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 welfure compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments inside 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 beteto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

th WITNESS WHEREOF, the	e parties have hereunto signe tipolo City	d this Agreement th	isday of
Entity/Firm/Corporation	RIZAL PR	OVINCIAL GOVE	RNMENT
By:	By:	8	200
Proprietor/Munager/President	30	Governor A	ues .
log .	WITNESSES	2 2	
LOLITA B. DE GUZMAN		ia. Victoria B.	TEJADA
NOT	ARIAL ACKNOWLEDGM	IENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.			
BEFORE ME, a Notary Publi	e for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Pamport No. P8239281A	August 5, 2028	Manila
STIPLITY VILLARISMO	YES ME, 119-044-855		_
All known to me and to me kno acknowledgment that the same is their present.			
This instrument, consisting of written and has been signed by the parti-	three (3) pages including this is hereto in each and every pag	s page wherein this is hereof, refers to the	acknowledgment is Agreement for
Constitution of Ymager Stage Timey, Sizei	st House Tlamentary	School, Ergy.	Sandang Weys,
WITNESS MY HAND AND S	EAL this Day NOV	2021 at Rica	I Provincial Capitol
Antipolo City  Due No 183  Page No 37  Book No 3  Series 20 Q1	A A A TU	TT VALABIAS ALVES OTABLE POLITICAL VEI OTABLE POLITICAL VIOLEN	EIC 1 7021

\*10 NO 15531749/01/241



#### NOTICE TO PROCEED

03 November, 2021

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

Dear Mr. Ubiadas

The attached Contract Agreement having been approved, notice is hereby given to 
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the 
Improvement of Building formerly occupied by the Rital Chamber 
of Commerce & Industry at Brgs. Dolores, Taytay, 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.

Mease 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

Lacknowledge receipt of this Notice on

Authorized Signature

Name of the Representative of the Bidder

11.2.301

LAURO A. UBIADAS

# CONTRACT AGREEMENT

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act Circumferential Road corner F in GOVERNOR, HON, REB	No. 7160, with Oliveros St., Brg SECCA A. YNARE	seat of government v. 5an Roque, Antipo S, herein referred to a	
PE-THYADAS PROSTRES	THE CHICAN	The second and the se	tership private corporation, duly
THE MANUAL PROPERTY OF THE PARTY OF THE PART	Birmingories, Manager, LA	DOLLES DE TROP PUBLICATIONS	with principal place of business herein represented by it of legal age, Filipine hereinafter referred to as the
WHEREAS, the PRO pursuant of the Sanggumang F	VINCE declares the antalon (gan Order	at certain infrastructur once No. 41, 74	e works should be constructed in
investor of the	tiding Tenseri	/ Wissipted by Lov Nity, Hiard	Hisel Chestor of Commer
to undertake the above said in Bid in a public bidding held to the construction and complete following standards set forth is consideration of the amount	frastructure works, and	has been declared as a beautiful has accessed infrastructure work approved plans, pro- and Thirty-Pive	nancial and, technical competence for Lawest Culculated Responsive pited and binds itself to undertake as strictly in accordance with the fram of works and specification in bourgest Sevan bandged
Filter IVe FRESS E 39	/100	(P. 355,7)	3. Philippine Currency.
Documents, Approved Plans, Contract, Supplemental or Bi	Program of Works id Bulletins, if any, titles and Regulation	ar days, in secondant and Specifications, C and supporting/relates of Republic Act No.	nt shall be completed within to with the provisions of the Bic seneral and Special Conditions o and documents as required by the 184 and are integrated herewith
a. SP Ordinance No.	21, 0, 2021		
b. Certificate of Avail	lability of Funds		
<ul> <li>Scope/Program of V</li> <li>Plans and Specifica</li> </ul>	Work and Detailed I	Stimate	
e. Communication School	ute		
f. Request for Express	tion of Interest		
<ul> <li>Bidding Document bidder/s two (2) bid</li> <li>Bid Security</li> </ul>	s including all the d dding envelopes	ocuments/statements o	contained is the winning
<ol> <li>Addenda and Suppl</li> </ol>	cmenta Hulletin		
<ol> <li>Notice of Award of</li> </ol>	Contract and the Co	ontractor's Conformity	thereto
In consideration of faster hereby covenants with the this Agreement in conformity	THE POST OF LINE ASSESSMENT	marketical and marketical area	NCE to the CONTRACTOR, the lic infrastructure works subject of
3. The PROVINCE blow Hundred Thirty-	hereby covenants Five Thousand	h pay the CONTR.	ACTOR the amount of PESOS Tu-Pive Peros 6 39/100
Currency, le consideration of	the construction of	nd om; upon comple	tion of the infrastructure works

- 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 Too the lead Planty Thousand Sovers included [P 200,725.68]

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

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resend 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 sufery, 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 unplementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City KIT ULLIAN COMPUTERS OF CONTRACTOR RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: 4600 He USTAINS REBECCA A. VNA Proprietor/Manager/President Governor) WITNESSES LOLITA B. DE GUZMAN MA, VICTORIA B, TEJADA NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY VS.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 VNARES Passport No. P8239281A August 5, 2028 Manila DAING BY GREATHS Fin O. Gurraturusy

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

Introduced of Suriding formerly occurred by the Wissi Chamber of Commerce & industry at Dray, Colorus, Taytas, Atual

D 3 2004 7071 WITNESS MY HAND AND SEAL this as Rigal Provincial Capitol, Antipolo City Dec No.

Page No. Book No. Series 20 24

OTAL TONOTARY PLANTS 10 TABLE CO. 12 1 17 18 19, 20- 07 1P417 - 3 \_ 10.09447/81241 CLASA THERE V NA SESSE " NE TESSITANTIZAL



#### NOTICE TO PROCEED

03 November, 2021

MR. LAURO A. UBIADAS KIT LIBIADAS CONSTRUCTION CORP. Binangonan, Rizal

Dear Mr. Ubiadas

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

KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the

Construction/Improvement of Perimeter Fence and Steel Are at Benjamin B. Enguerra Mem.

National High School (Main Campus), Brgs. Sta. Ana. Taytay, Rizol

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:

ICC. NON

AURO AL UBIADAS

### CONTRACT AGREEMENT 26

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

ETT UUTADAS CONSTRUCTEON CORPOR	STEER , a sole p	reprietership priva	ate corporation	on, duly
organized and existing under the laws of the F	Republic of the Philip	opines, with princi	pal place of	business
and office address at #1.000000000000000000000000000000000000	Alliert of time sander	OF	legal age.	by its Filipino
CONTRACTOR, WITNESSETH, That,	nengoosu, Risal	hereinatter	referred to	as the

Construction/Improvement of Perioster Venue and Steel Ann at Senjemin C. Kegumera Summarial Mational High School (Mein Campus), Degy. Sta. Ana, Taylay, Rizel

Simply-Sight Pesse & 10/100 (P 2,200,198,10 ) Philippine Currency

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

- 1. The whole works subject matter of this Agreement shill be completed within the provisions of the Bid Documents, Approved Pinas, 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 red are integrated herewith and incorporated herein by way of reference, namely.
  - a SP Ordinance No. RESE flow. No. 5, w. 2021
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - c. Construction Shedule
  - f. Request for Expression of Interest
  - Bidding Documents vicluding all the documents/statements contained a the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - L Addenda and Supplementa Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the faster hereby coverants with the PROVINCE of construct and complete the infrastructure works subject of days Agreement to conformity with the province of the Contract;
- this Agreement in conformity with the province of the Contract;

  The PROVINCE hereby covenients is, pay the CONTRACTOR the amount of PESOS
- Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise bareed by the parties, subject of this Agreement as a contract price artise time and in the manner of premarked by the Contract and specified in the Bid and as agreed upon by the Contractor:

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

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

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

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"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts. at Antipolo City. KIT URLADAS CONSTRUCTION COMPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By. By REBECCA A. YNARES Proprietor/Manager/President - Grovernor & WITNESSES MA. VICTOREA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 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 Marollo LAUIN) N. UBIABAS TEH 100. 008-410-689

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

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

Construction/Improvement of Perimeter Fence and Steel Acc at Banjamin B. Raguerra Manacial Mational High School (Main Compus), Bray, Stm. Ann, Taytay, Rizal

WITNESS MY HAND AND SEAL this 0 3 MOV OF EURS , at Rizal Provincial Capitol, Antipolo City

Doc No. Page No. Book No. Series 20

40 TABLE 1 -- - 1211 NO. 20 - 07 1年日 [ ]LE . CAL M. 19647/11/24L LL G. A. LUXHEY NO. 55310 Er= un 15501749/#f241



#### NOTICE TO PROCEED

03 November, 2021

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

Denr Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to 
CAMORI BUILDERS AND SUPPLY—that work may proceed on the 
Improvement/Repair/Repainting of Youres Multi-Purpose Covered Court/Multi-Purpose 
Building at Brgy, Dalig and Brgy, Poblacion, Teresa, Rizal 
effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature
Name of the Representative of the Bidder.

JOMMEN G. SANTIAGO

# CONTRACT AGREEMENT 21

# KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

this AGREEMENT made and en	lered into by and between:
Circumferential Road corner P. Oliveren: its GOVERNOR, HON. RESECCA A.	IENT OF RIZAL, a local government unit, duly organized and, with seat of government at the Rizal Provincial Capitol St., Brgy. Sun Roque, Antipolo City, represented in this act by YNARES, herein referred to as the PROVINCE; and
CAMORI MULLEHRS AND SUPPLY	
men natice address at	, a sole proprieturable private corporation, duly bell amblic of the Philippines, with principal place of business **INTERMENT DESCRIPTION   Description
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Percong Size of legal age. Filipine bereinafter referred to as the
New actions on interactificational activities at the contraction of th	dares that certain infinistration of ports, thought reconstructed in Ordinance No
Purpose Building at Bury. De	ng of Ymerwe Hulti-Purpose Covered Court/Multi- slig end Argy. Poblecion, Terres, Rivel
Bid in a public bidding held last the construction and completion of the a	warranting that it has the financial and, technical competence works has been declared as the Lowest Calculated Responsive hove said infrastructure works strictly in accordance with the tablets. Sportly of the beat a financial in the capture of the capture works are the capture with the capture.
responsible class and any and	(P ), Philippine Currency
Documents, Approved Plans, Program of Contract, Supplemental or Bid Bulletins, 2016 Revised Implementing Rules and Re and moorporated herein by way of referen	matter of this Agreement shell be completed within calendar days, in accordance with the provisions of the Hid Works and Specifications, General and Special Conditions of if any, and supporting/related documents as required by the gulations of Republic Act No. 9184 and are integrated becewith ce, namely;
a, SP Ordinance No.	Section 1. Company of the section 1.
<ul> <li>b. Certificate of Avgilability of Fig. Scope/Program of Work and D.</li> </ul>	ands etailed Estimate
d. Plans and Specifications	
<ul> <li>Construction Schedule</li> <li>Request for Expression of Inter-</li> </ul>	20
<ol> <li>Bidding Documents recluding a</li> </ol>	II the decements/statuments assets as a first of the
Condens tack (=) parmin 60/610	pos
b. Bid Security	
<ol> <li>Addenda and Supplementar faul</li> <li>Notice of Award of Contract sa</li> </ol>	letin d the Contractor's Conformity thereto
latter hereby coveriants with the PROVING this Agreement in conformity with the pro-	to be made by the PROVINCE to the CONTRACTOR, the CE's construct and complete the infrastrumere works subject of remeast the Contract.
One 3st IbroffRield National System 61/100	regorition Transition of Three Activities the Commission (SPESQS 1, 275, 301, 41
Currency, in Consideration of the Con-	APP HILLIAM CONTRACTOR OF THE PARTY OF THE P
unless otherwise rereed by the parties, and marries prescribed by the Contract and spe	). Philippine action and cm <sub>2</sub> upon completion of the infrastructure works bject of this Agreement as a contract price at the time and in the seified in the Bid and at agreed upon by the Contractor.

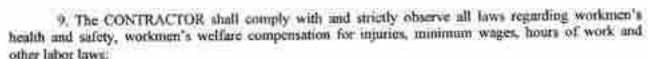
- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gill to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

Philippine Currency, as a manuare 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 Discondents;

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

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

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



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



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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 2.1 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative amotions 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 restiration for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

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

CAHORI CUILDEES AND STPPLY

Entity/Pifft/Corporation

By:

By:

Proprietor Manager President

Governor Covernor

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028 Manila

JONEUL SAHELAGO

TIN HD. 212-862-431

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

Increvement/Repair/Repairing of Youres Fulti-Purpose Covered Court/Hulti-Purpose Publishing at Bogy. Dalig and Brgy. Poblecion, Yesose, Himl 31-3 NOV 2021

WITNESS MY HAND AND SEAL this Antipolo City.

day of

at Rizal Provincial Capitol,

Doe No. 185 Page No. 3.7 Book No. 3

Series 20 71

NOTARY PUBLIC



#### NOTICE TO PROCEED

03 November, 2021

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampuloc 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 Municipal Building Annex/Extension at Municipal 
Hall Compound, Brgy, Poblacion, Teresa, 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 X YNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder:

1.200

09/27/2021# 22:

# KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial 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 proprietership/private corporation, duly
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pastic City, and become represented by its Propositor/President/General Manager, CLASSET CASSET OF legal age, Filipino citizen, single-married, resident of Pastic City, horemafter referred to as the CONTRACTOR, WITNESSETH, That
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Songganiang Panlahorigan Ordinance No. 23, 4, 2020 namely:
	Construction of Punicipal Pullding Annex/Extension at Numicipal Fall Compound, Many, Poblacion, Teresa, Rizal
28	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public hidding held last <u>27 September 2021</u> , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works arrictly 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>attention</u> 2011 for Stat thursdood Staty Thousand Seven
	Harrison Hane Person 5 11/100 (P 19,560,709,11). Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
H	<ol> <li>The whole works subject matter of this Agreement shall be completed within Theres beneficed Tenney ( 320) 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:</li> </ol>
Ge.	a. SP Ordinance No. 25, p. 2020
	Certificate of Availability of Funds
400	6. Scope Program of Work and Detailed Estimate
~~~	d. Plans and Specifications.
- 2	c. Construction Schedule  f. Request for Exptnesson of Interest
*	g. Bidding Documents recluding all the documents/statements contained is the winning
	bidder/s two (2) bidding envelopes
17	h. Bid Security
- V	i. Addenda and Supplementa Bulletin
V	<ol> <li>Notice of Award of Contract and the Contractor's Conformity thereto.</li> </ol>
d)	<ol> <li>In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the failer hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;</li> </ol>
11/2/	3. The PROVINCE hereby covenants is pay the CONTRACTOR the amount of PESOS
M &	This count in 1 1 100 Six Sancierd Sixty Provent Seven Sancierd Fine Pesos &
T	Currency, to consideration of the construction and (f. 19,660,709,11). Philippine
	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 at 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 Five Hillion Eight Bundeed Minety-Eight Theorems (P. 5, 896, 212, 73...)

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

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"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of injudated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resent 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, 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 may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

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

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

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

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

C)



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

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

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

IN WITNESS WHEREOF, the	e parties have b tipolo City.	sercunto signed	this Agreement th	nisday of
ANGOL CONSTRUCTION		RIZAL PRO	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			a vincing dove	ACCOMMENT:
By Gle. el		Ву.	8	
Proprietor/Manager/President		RE	BECCA A. YNAI	359
/ Ingricum/Manager/ Teamen			Covarior >	
fle_	WITNE	SSES		
LOLITA E DE CUZMAN		M	л. viстовуюв.	TEJADA
NOT	ARIAL ACKN	OWLEDGMI	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.				
BEFORE ME, a Notary Public	for and in Ant	ipolo City, pers	onally appeared th	e following
Name/Entity	Valid ID F	resented	Date	Place
HON REBECCA A YNARES	Passport No. 1	9239281A	August 5, 2028	Manija
CLAIDINGE CACHO	TIN ID. L	1-542-125		
All knows to me and to me kno acknowledgment that the same is their t present.	wn to be the nan free voluntary a	ne person/s who it and deed as v	executed the foreg- vell as the entity sh	oing instrument and at they respectively
This instrument, continting of written and has been signed by the partie	three (3) pages is hereto in each	including this and every page	page wherein this hereof, refers to the	acknowledgment is c Agreement for
Countraction of Humbhipel Sur Ergy. Fooleciou, Terese, Rise	Iding Ames			
WITNESS MY HAND AND SE Antipolo City.	AL this 0	3 MOV. 2021	, at Ries	l Provincial Capitol,
Doe No. 171			MY	
Page No. 35		G G	CIANTERIASALVI	E NUSA LA PARAMIA
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