

Republic of the Philippines Provincial Government of Rizal

OFFICE OF THE GOVERNOR.

NOTICE TO PROCEED

10 December, 2021

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampalog Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Asphult Overlay / Concrete Reblocking (Portion) of

Don Justo Guido St., Brgy, Bagumbayan, Angono, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor ANARES

Lacknowledge receipt of this Notice on:

1.12.00

Authorized Signature:

Name of the Representative of the Bidder:

LILLI. LIL CLARENCE C. CACHO

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

(The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	ANNOL CONSTRUCTION, a sole proprietorship/private corporation, duly
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Perig City and herein represented by its Proprietor/President/General Manager, CIARDICE CACIO of legal age, Filipino citizen, single/married, resident of Perig City hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed to pursuant of the Sangguniang Panlalawigan Ordinance No. 31, 8, 2021
	Asphalt Overlay/Concrete Reblocking (portion) of Don Justo Guido St., Brgy Begumbeyen, Angono, Risal
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last S November 2021
	hereby agree as follows:
	I. The whole works subject matter of this Agreement shall be completed within One Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely.
	a. SP Ordinance No. 31, s. 2021
į.	b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d Plans and Specifications
0	e. Construction Schedule f. Request for Expression of Interest
-	i, inapposable to the control of the

2 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

g. Bidding Documents including all the documents/statements contained in the winning

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

bidder/s two (2) bidding envelopes

Addenda and Supplemental Bulletin

h. Bid Security

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million One Hundred Minety-One Thousand Eight Hundred Eighty-Two (P 4,191,882.71), Philippine Pesos & 71/100 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

names prescribed by the Conteset and specified in the Bid and as agreed upon by the Contractor:

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Two Hundred Pifty-Seven Trousand Pive Hundred Sixty-Four Pesos 8 81/100 (P 1,257,564.81 A) 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 Faithres" 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 hquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulung 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 resented or terminate the contract, without prejudice to other courses of action and remedies available under the vircumsumces."

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

Ø

69.4

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative imodes 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 hereunto signed this Agreement this DEC 10 1021 da

ANROL CONSTRUCTION	RIZAL PROVINCIAL GOVERNMENT
By: J. J. J.	ву:
Proprietor/Manager/President	Governor Governor
LOLITA E DE GUZMAN	WITNESSES MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

ANGONO. REZAL

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

Name/Entity Valid ID Presented Date

Place.

HON. REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028.

Manila

CLARENCE CACHO

TIN NO. 151-542-125

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

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

Asphalt Overley/Concrete Reblocking (portion) of Don Justo Guido St., Brgy. Begumbeyan, Angono, Rizal BIEL SESTIOS

	WITNESS MY HAND AND SEAL	thisDEC	10 ZUZI day of
Capitol,	Antipola NOUNO, RIZAL		

Dec No. 217 Page No ___ Book No 🤌

Series 20 21

"grub Phistal Provincials in Until December 31,2931

No 19-006

Adm Matter No. 19-004 PER NO. 1535-949 izet Reho About 14 S. 19250 NORARY PUBLIC on No. 016632 P. 20 WCCE Completions to VI-000788. Male in James 11, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 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 Asphalt Overlaying/Concrete Reblocking (portion) of Road with Drainage Canal at Edenville, Brgy. Non Isidro and Brgy. Kalayaan, Angono, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECUA Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

11/05/2021 # 2

CONTRACT AGREEMEN

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT mide 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. Cucumferential Road corner P. Oliveros St., Brgy. San Roque. Antipulo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE, and

organized and existing under the faws of and office address at		nnes, with princip and herein rep	
Proprietor/President/General Manageria	onen, Rizal	, of 1	egal age. Filipino
citizen, single/married, resident of	FERNANDO ARADA	, hereinafter i	referred to as the
CONTRACTOR, WITNESSETH, That,	Finangoudo, Rizel		
WHEREAS, the PROVINCE despursuant of the Sanggionang Panlalawage	m Ordinance No.		d be constructed in
	31, 9.	25.21	

must at Arienville, Argy. See Isince and Mogy. Malaysan, Angone, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lovest Calculated Responsive Bid in a public bidding held last , has accepted nd binds itself to undertake the construction and completion of the above said infrastructure works strilly 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

ixteen Million Nige Hunkired Fourgeral procedurency. 16,914,170.71

Hundred Seventy Pesos & 71/100 NOW, TREREFORE, for and in consideration of the foregoing penuses, the parties hereto hereby agree as follows:

- The whole works subject master of this Agreement slel he completed within) calendar days, in accordance will the provisions of the Bid Documentso Appropriate Plans, ProgramOof Works and Specifications, Generaland 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 at are integrated herewith and incorporated herein by way of reference, namely:
 - SP Ordinance No.
 - b. Certificate of AvailaBility of Foods.
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f Request for Explosion of Interest
 - g. Bidding Documents including all the documents/statements contained ithe winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplementa Bulletin
 - s. 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 ONTRACTOR, the latter hereby covenants with the PROVINCE a construct and complete the infrastruaire works subject of this Agreement in conformity with the province of the Contract;
 - 3 The PROVINCE hereby coverants to pay the CONTRACTOR thearmount of PSSOS

Chirchespy Michael Constitution of the Constitution and on upon completen of the Printincture works unless otherwise agreed by the parties, subject of this Agreement as a contract price afthe truse and in the abed by the Contract and specified in the Bid and as agreed upon by the Contractor.

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Million Seventy-Four Thousand Two Hundred Fifty-One Pesos & 21/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this (P 5,074,251.21/ Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

"All contracts executed in occordance 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-with of one percent (0.001) of the cast 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 asorementioned 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 [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 perfinent 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 sait 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 bereonto signed this Agreement this day of at Antipolo City.

FLAG CONTINCTING COMPONATION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

MAN ARADA Proprietor-Manager/President

By:

WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES). ANTIPOLO CITY.

BEFORE ME, a Notary Public for and an appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

TIN NO. 007-885-67

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

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

Asphalt Overlaying/Concrete Reblocking (portion) of Resc with Drainage Canal at Meaville, Brgy. Sen Isioco end Brgy. Meleysan, Angono, Rizel

WITNESS MY HAND AND SEAL this DEC 10.2028y of _

285 Doc No. Page No.

Book No. Stries 20 at

or A .: one, Bins :genan & Cardo ... all .: the PRO\ NCE OF RIZAL NOTARY PUBLICOR 31.202

Relation

WOLE Openies and



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Repair of Rizal Provincial Huspital System-Angono Annex, Brgs. San Islato, Angono, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours,

Governor

Lacknowledge receipt of this Notice on

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

CONTRACT AGREEMENT 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and herween:

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

YAKALFR CONSTRUCTION AND SUPPLIES					
organized and existing under the laws of the Republic of					
and office address atMorong, Rizal					
Proprietor/President/General Manager, EDWIN I					
citizen, single/married, resident of Morrong, I	Rizel , hereinafter referred to as the				
CONTRACTOR, WITNESSETH, That.					
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggunuang Panialawigan Ordinance No. 31, 9, 2021 namely:					
Repeir of Rizal Provincial Hospital System Angono, Rizal	m-Angono Armex, Brgy. San Isidro.				

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>5 November 2021</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Four Hundred Twenty-Three Thousand Five Hundred Thirty-Eight Pesos & 33/100 (P 3,423,538.33), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within (90) 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. 31, s. 2021
 - Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate.
 - d. Plans and Specifications
 - e. Construction Schedule.
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes.
 - Bid Security
 - i. Addenda and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS. Three Million Four Hundred Twenty-Three Thousand Five Hundred Thirty-Eight
 Pesos & 33/100 (P 3,423,538,33), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Twenty-Seven Thousand Sixty-One Pesos & 50/100 (P_1,027,061.50) (P 1,027,061,50

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 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 Menual (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 10.901) of the cost of the unperformed pornon 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, 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 provisious of Republic Act No. 9184 shall be applied in this Agroement;
- 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 bidustry 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 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 Inquidated damages and restitution for the damages done of the forteiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

YAKALER CONSTRUCTION AND SUPPLIES
Entity/Firm/Corporation

By:

By:

WITNESSES

LOLITAB. DE GUZMAN

By:

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANSORED REPAIR
1 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 Marela
ELWIN B. RIVERA TIN NO. 428-018-900

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

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

Repair of Rital Provincial Hospital System-Angono Armex, Brgy. San Isidro, Angono, Rizal

WITNESS MY HAND AND SEAL this	day of BEC 10 2021 at Rizal Provincial
Doe No 242 Page No 4/	พกระยุขยายเป for Angono, Binengonan 8 all in the PROVINCE O

Page No. 6/
Book No. 5
Series 2024

For Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL NOTARY PUBLICATION 31, 284

Adm. Matter No. 19704

PTR NO. 1072194 / Rizal Roll of Attorneys No. 89250

BP Lifetime Member No. 016632 /Rizar MCLE Compliance No.VI-0007883 Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021

MR. TEODORICO L. CONTRERAS CLM GENERAL CONTRACTOR AND SERVICES, INC Pasig City

Dear Mr. Controras:

The attached Contract Agreement having been approved, notice is hereby given to
CLM GENERAL CONTRACTOR AND SERVICES, INC — that work may proceed on the
Improvement/Concreting of Roads with Drainange Canal at
Nieves Hills Subd., Brgs. San Isidro, Angono, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

TEODORICO L. CONTRERAS

CONTRACT AGREEMENT 11

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the law	s of the Republic of the	Philippines	with princ		usiness
and office address atPe	sig City	, and	herein r	represented b	y its
Proprietor/President/General Manag		CONTRERA	30 J	legal age. I	Filipino
citizen, single/manied, resident of	Pasig City		hereinafter	referred to	as the
CONTRACTOR, WITNESSETH, 1					
WHEREAS, the PROVINCE				ould be constru	icted in
pursuant of the Sangguniang Panlala	wwan Ordinance No	31. s. 20	021	палис	gly:

Improvement/Concreting of Roads with Drainage Canal at Nieves Hills Subd., Brgy. San Isidro, Angono, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 5 November 2021 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Million Six Hundred Sixty-Eight Thousand Four Hundred Thirty-Nine Pesos 8 53/100 (P 5,668,439.53), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Ninety (90) 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. 31, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin.
 - j. Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Million Six Hundred Sixty-Fight Thousand Four Hundred Thirty-Rine

 Pesos 6 53/100 (P 5,668,439.53), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

4

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,

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

Hundred Thirty-One Pesos 6 86/100 (P 1,700,531.86)

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

- Contractor undertakes to post a warranty security to guarantee performance of bis 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 coropensatory damages or resultation 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 cuntract, without prejudice to other courses of action and remedies available under the circumstances."

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

×

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

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

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

DEC 10 2021 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______ day of at Antipolo City

CLM GENERAL CONTRACTOR & SERVICES.

INC

Entity/Firm/Corporation

Byr

By: TEODORICO L. CONTRERAS

Proprietor Manager/President

Governor

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA/B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILD PINES) ANTIPOLO CITY) \$.\$.

BEFORE ME, a Notary Public for and fathing North, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON. REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

TEODORICO L. CONTRERAS

TIN NO. 009-565-744

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

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

Improvement/Concreting of Roads with Drainage Canal at Nieves Hills Subd. Brgy San Isidro, Angono, Rizal

WITNESS MY HAND AND SEAL this Capitol, Antiponesis No. R1741

day of <u>BEC 10 2021</u> at Rizal Provincial

Doc No. _ 288

Page No. _

Book No. Somes 20 24

Until December 31 Adm. i

-TR NO 1558 14 173 Roll of Attorneys No 89250 BP . fatima Member No. 018832 /Riz-VCLE Compliance No. VI-0007883

NOTARY PUBLIC On an & Cardona all in the PROVINCE OF RIZAL

SANTOS

2021 019-000

Vol 3 Cabinor 114, 207



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

10 December, 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 of Vinares Muld-Purpose Bullding at Brgy. Mahahang Parang and Brgy. Darangan, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor Thates

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder.

213-7

FERNANDO L. ARADA

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT minde and entered into by and herween: The PROVINCIAL GOVERNMENT OF RIZAL, a local government onti, duly organized and existing under Republic Act No. 7160, with seat of government at the Riza! Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque. Antipolo City, represented in this act by its GOVERNOR, HON, REHECCA A. YNARES, berein referred to as the PROVINCE; and FLAG CONSTRUCTION CORPORATION a sole proprietership private corporation, duly organized and existing under the horse of the Republicant the Philippines, with principal place of business and office address in FERNANDO ARADA and terean represented by its Proprietor/President/General Manager, Binengonen, Rizel ____, of legal age, Filippino hereinafter referred to as the citizen, single/married, resident of CONTRACTOR, WITNESSETH, That, WHEREAS, the PROVINCE declares that certain infragranter 2024's should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. ______namely: Improvement of Yneres Multi-Purpose Building at Brgy. Mehabeng Pareng end Brgy. Derengen, Binengonen, Rizel WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastfutterembds. 2621 cen declared as the Lovest Calculated Responsive has accepted and binds itself to undertake Bid in a public bidding held last the construction and completion of the above said infrastructure works strilly in accordance with the following standards set forth in the hid glocultural and public tribles glocal thousands one specification in Stations Perfeth Phi/100 of 838,116.75 Philippine Currency. NOW, THEREFORE, for and in consideration of the foregoing pemises, the parties hereto bereby agree as follows: Seventy whole works subject matter of this Agreement shall be completed within) calendar days, at accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generaland 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 at are integrated herewith and incorporated herein by way of reference, namely: 23 8 2021 SP Ordinance No. b Certificate of Availability of Funcs c. Scope/Program of Work and Detailed Estimate

- d. Plans and Specifications
- e. Construction Madule
- f. Request for Expression of Interest
- Bidding Documents tacluding all the documents/statements committed ithe winning bidder/s two (2) bidding envelopes
- Bid Security
- Addenda and Supplementa Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the paymento be made by the PROVINCE to the ONTRACTOR, the latter hereby covenants with the PROVINCE a construct and complete the infrastruture works subject of this Agreement in conformity with the province of the Contract:

Eight Hundred Thirty Eight Thouseho	bigneh elundreick Statusenti Passani 2 of 5/190 s
	838,116,75

Currency, to consideration of the construction and one upon completon of the afrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner productived by the Contract and specified in the Bid as agreed upon by the Contractor;



186

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Fifty-One Thousand Four Hundred Thirty-Five Pesce & 03/100 (P 251,435.03 (P 251,
- 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 wir:

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

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



76

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 hereuato signed this Agreement this DEC 10 2021 day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT FLAG CONSTRUCTION CORPORATION Entity/Firm/Corporation By: REBECCA A Proprietor/Manager/President WITNESSES B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name/Entity Passport No. P8339281 A August 5, 2028 Manila HON REBECCA A YNARES au

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

TIN NO. 007-885

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

Improvement of Yneres Multi-Purpose Building at Brgy. Mehabeng Parang and Brgy. Derengan, Binangonan, Rizal

WITNESS MY HAND AND SEAL this Antipelocities UNIO, KIZAL Doe No	day of DEC 10 2021 at Rizal Provincial Capito ALTY, ANNIA MAPIEL SENTOS FOR Angono, Binangonan & Cardono all inNOTARY PUBLIC OF RIZAL Until December 31, 2021 Adm. Matter No. 13-224 PTR NO. 05-20-43-281 ROZ 27-28-28-38-38-38-38-38-38-38-38-38-38-38-38-38
	Velocity And 14 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 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
Repair/Repainting of Ynares School Buildings at
Bangad Elem. School, Brgy. Bangad, Binangonan, 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,

Governor 774

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

12-12-7

LAURO A. UBIADAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

KIT UBIADAS CONSTRUCTION CORPORATION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office undress at Binengonen, Rizel and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS of legal age, Filipino citizen, single/married, resident of Binengonan, Rizal , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 10, s. 2021namely:

Repair/Repainting of Ynares School Buildings at Bangad Elementary School, Brgy Bangad, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive. Bid in a public bidding held last _ 5 November 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Eight Hundred Seventy-Eight Thousand Three hardred Seventy-One Press & 51/100 (P 1,878,371.51), Philippine Currency.

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

- The whole works subject matter of this Agreement shall be completed within (92) calendar days, in accordance with the provisions of the Hid. Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - SP Ordinance No. RPSB Res. No. 10, s. 2021
 - Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning. hidder/s two (2) hidding envelopes
 - **Bid Security**
 - Addeada and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Eight Hundred Seventy-Eight Thousand Three Hundred Seventy-One Pesos & 51/100 (P 1,878,371.51), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;





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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Sixty-Three Thousand Five Hundred Eleven Pesos & 45/100 (P 563,511.45)

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

thoop

July 324

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 6 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 periment 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 Antipulo, with the exclusion of any other courts.

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
LAURO N. UBLADAS TIN NO. 008-410-689

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

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

Repair/Repainting of Ynares School Buildings at Bangad Elementary School, Brgy. Bengas, Binanconan, Rizal

parigas, printiformit preser	
WITNESS MY HAND AND SEAL this Capitol Appropriate IZA_ Doc No	day of BEC 10 2021 at Rizal Provinctal ATTY ANNIA MARIE L. SANTOS NOTARY RIGHTS OF RIZAL NOTARY RUBBICamber 31 AN 124 ACCUMENT RIGHT RIGH
	₩CLE Compliance No VI-000788



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021.

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

Dear Mr. Manlapit.

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

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

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

Very truly yours,

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

12-13-71

JEAN PAOLO MIGUEL E. MANLAPIT

CONTRACT AGREEMENT 7

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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 us and office address	ader the laws o	the Republic of	of the Philippines, and	with principal p	rporation, duly lace of business
Proprietor/President/Gen citizen, single/married, CONTRACTOR, WITN	eral Managez, resident of	JUAN PAULO Pesis (MIGUEL E. MAI	HAPIT of legal	age, Filipino
WHEREAS the	PROVINCE d	eclares that cen	tain infrastructure	works should be	n constructed in
pursuant of the Sangguni	ang Panlalowy	gan Ordinance i	No. 31, e. 20.	21	namely:

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>5 November 2021</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Six Bundred Seventeen Thousand Seventy-Seven Pesos 6 74/100 (P 4,617,077.74), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, princly:
 - a. SP Ordinance No. 31, s. 2021.
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s (wo (2) bidding envelopes
 - Bid Security
 - Addenda and Supplemental Bulletin.
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Six Hundred Seventeen Thousand Seventy-Seven Pesos \$ 74/100

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





- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS <u>One Million Three Hundred Eighty-Five Thousand One Hundred Twenty-Three Pesos 6-32/100</u> (P 1,385,123.32) 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 meorporated herewith, in accordance with the Hidding 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 figurdated damages which shall be payable by the contractor in case of brouch thereof. For the procurement of Goods, Infrustructure Projects and Consulting Services, the amount of the figurdated 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 curcumstances."

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

P

the

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 smartions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the hidding 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. DEC 10 2021

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

L. EUSENIO ACT OFVELOPMENT CORPORATION

RIZAL PROVINCIAL GOVERNMENT

REBECCA A, YNAF

Entity/Firm/Corporation

JUAN PAULO MIGUEL E. MANLAPIT

Proprietor/Manager/President

Byr

WITNESSES

LOLITA BADE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

BEFORE ME, a Notary Public for and in ANGUNCATY Sectionally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manula

JUAN PAGLO MIGUEL E. MANLAPIT TIN NO. 000-159-917

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

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

Construction of Roadway Lightings et Brgy, Pipinden, Dinengonen, Risal

WITNESS MY HAND AND SEAL this ____day of _

Capito!, Antipolo City ANGUNO. RIZA

Doc No __285

Page No. 50 Book No. 5

Series 20 21.

MARIE L SPRINS for All Provincial Angono, Binengenan & Cardone all in the PROVINCE OF RIZAL Until December 31 2021 Adm. Matter No. 19-200 PTR NO.133 9049 IZEI

NOTARY PUBLIC YE No 69250 MCLE Compliance No.VI-0007883 Valid until April 14, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

10 December, 2021

MR. TEODORICO L. CONTRERAS CLM GENERAL CONTRACTOR AND SERVICES, INC Pasig City

Dear Mr. Controtas.

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

CLM GENERAL CONTRACTOR AND SERVICES, INC that work may proceed on the

Construction of Roadway Lightings and Installation of Area Lightings

at Brgy. Palangoy, Brgy. Pag-Asa and Brgy. Lunsad, Binangonan, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor REBECC

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder.

FEODORICO L. CONTRERAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

its GOVERNOR, HON, REBECCA	A. YNARES, herein referred to as the PRO	OVINCE; and
CLM GENERAL CONTRACTOR & SE	RVICES, INC., a sole proprietorship/po	signate composition duly
organized and existing under the laws	s of the Republic of the Philippines, with pri	ncipal place of business
Proprietor/President/General Manage	er, TEODORICO L. CONTRERAS	of least you bilining
citizen, single/married resident of	Pesig City , hereinaf	or regar age. Principles
CONTRACTOR, WITNESSETH, T	hot neighbor	ter research to as the
TOTAL TOTAL TITLE SOLETE	nea,	
WHEREAS the DRAWING	declares that are in the second of	hadda a da
Turnered of the Consessions Devials	declares that certain infrastructure works s	monto be constructed in
pushasa of the Sangguniang Pantata	wigan Ordinance No. 31, * 2021	namely;
Construction of Rosdway L Brgy. Pelangoy, Brgy. Peg	ightings and Installation of Area- -Ase and Brgy. Lunsad, Binangoner	Lightings at , Rizal
WHEREAS The CONTRACT	TOR, warranting that it has the finencial an	d technical competence
to undertake the above said infractore	ture works, has been declared as the Lowes	Colonia ad Danasasion
Hid in a public hidding hald last	November 2021 has accepted and	i Carculated Responsive
the construction and completion of	the chart and infrared and	omus resert to undertake
following standards as first in the	the above said infrastructure works strictly	in accordance with the
following standards set forth in the bi	d documents, approved plans, program of we	orks and specification in
consideration of the amount of 5	ix Hillion One Thousand One Hundr	
70/100	(P 6,001,140.70), Philippine Currency.
and the second s		
NOW, THEREFORE, for a	nd in consideration of the foregoing prem	ises, the parties hereto
hereby sures as follows:	5	

- 1. The whole works subject matter of this Agreement shall be completed within Ninety-Six (96) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Buttetins, 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. 31, s. 2021.
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications.
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s (wo (2) bidding cavelopes.
 - Bid Security
 - Addenda and Supplemental Bulletin.
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS Six Million One Thousand One Hundred Forty Pesos & 70/100 (P 6,001,140.70

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Eight Hundred Thousand Three Hundred Forty-Two Pesos & 21/100 (P 1,800,342.21)

Philippine Correttey, 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 partion for every day of delay. Once the canulative 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 avoitable under the circumstances."

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

V

9-1

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 \Im 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 hable for civil liability or damages, which may either consist of liquidated damages. and testitution 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.

DEC 10 2021 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City.

CLM GENERAL CONTRACTOR & SERVICES, INC. RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: TECDORICO L. CONTRERAS Proprietor Manager/Profident WITNESSES LOLITA BUDE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES). ANTIPOLO CITY

BEFORE MF. 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

TECCORICO L. CONTRERAS TIN NO. 009-565-744 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

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

Construction of Roschway Lightings and Installation of Area Lightings at Brgy. Palangoy, Brgy. Pag-Ass and Brgy. Lumsed, Sinengonan, Rizal

WITNESS MY HAND AND SEAL this	day ofday ofday ofday ofday ofday ofday of
Capitol, Antiguecuno, RIZAL	AT MANNA MARIE & SANTOS
Doc No. 285 Page No. 68	fervergore in enter in 1 Cardino. all in the PROVINCE OF RIZAL
Book No 3	NOTARY PUBLIC OF RIZAL

Book No. 3 Series 20 21

Adm. PTR NO STE AUGIZE Residents for 10, 59750 BS Libbert Embrish IV, 417837 W. J. MCLE Jeme vince so, VoJStarde Vaid una venindi 2622

Manila



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

.....

10 December, 2021

MR. TEODORICO L. CONTRERAS CLM GENERAL CONTRACTOR AND SERVICES, INC Pasig City

Dear Mr. Contreras:

The attached Contract Agreement having been approved, notice is hereby given to CLM GENERAL CONTRACTOR AND SERVICES, INC that work may proceed on the Construction of Roadway Lightings at Brgs. Mumbag, Binangonan, Rical 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 Governor

I acknowledge receipt of this Notice on.

Authorized Signature: Name of the Representative of the Bidder 12.19.24

TEODORICO L. CONTRERAS

CONTRACT AGREEMENT Q

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF BIZAL, 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
CLH GENERAL CRETEACHER & STRVICEL, ELC., a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the l'hilippines, with principal place of business and office address at Public Sty and herein represented by its Proprietor/President/General Manager, its citizen, single/married, resident of hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed as pursuant of the Sangguniang Panlalawagan Ordinance No. [31, 7, 2721] namely:
Construction of Readway Lightings at Logy. Manieg. Minangemen, Rivel
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 beconstruction 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
Abouted Forty-Four Pesos 6 32/100 (p 5,175, 349, 32), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows; 1. The whole works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated berewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 31, p. 2021
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
biddet/s two (2) bidding envelopes
h. Bid Security

Addenda and Supplemental Bulletin.

Notice of Award of Contract and the Contractor's Conformity thereto.

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS 4 32/100 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor 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 One hallion Eight hundred Fifty-Tree Trees and Nine Business Trees a 30/100 (Pi 252, 903, 30).

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated between, 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 hquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, infrustructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

#

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 9to 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 DEC 10 2021 of at Antipolo City.

Entity/Firm/Corporation	RIZAL PROVINCIAL GOVERNA
ву:	18y:
Proprie or/Manager/President	REBECCA A. YNARES
1984	WITNESSES
LOLITA B. DE GUZMAN	MA. VICTORIA B. TEJ
NOTARIAL	ACKNOWLEDGMENT

) 5.5. ANTIPOLO CITY

BEFORE ME, a Notary Public for and in ANEXONO. RIZAL

Place Valid ID Presented Date Name/Entity Разярол No. Р8239281A HON REBECCA A YNARES August 5, 2028 Manila TEDERALOC L. CONTRERAS Till 170, 604-565-744

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 argued by the parties hereto in each and every page hereof, refers to the Agreement for:

Construction of Possessy Lightings at the	Sy. Paucos, Gibragonen, Kizez
WITNESS MY HAND AND SEAU this Capitol, An iquis Clay Ω, R 1 7 An	day of DEC 10 2021 _ at Rizal Provincial
Page No. 38 Book No. 3 Series 20 31	at Angene, Binangenan & Cardon all in the PROVINCE OF RIZAL NOTARY PUBLIC 31 222 Adm Metter No. 12-200 PTR NO 1238/249 zal Roll of Attor



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

10 December, 2021

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Construction of Roadway Lightings at Brgv. Mahabang Parang, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

11/05/2021 # 40

CONTRACT AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT mude 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 PROVENCE; and

FLAG CONSTRUCTION CORPORATION	💢 a sole proprietoship-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, Riza	1 and tervin represented by its
Proprietor/President/General Manager, FERNANDO	ARADA of legal age, Filipino
	on, Rizol , hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	10. CV9943.25164

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in paisuant of the Sangganiang Paulatavagan Ordinance No. 31, 8, 2021 namely:

Construction of Roadway Lightings at Brgy. Mehabang Pareng, Binangonan, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Colondated Responsive Bid in a public bidding held last 5 November 2021. has accepted and binds itself to undertake the construction and completion of the above said infrastructure works stritly 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 Nineteen Million Two Hundred Forty-Two Thousand Two Hundred Eighty-Three Pesos 6 30/100 (P 19,242, 283, 30), Philippine Currency,

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

- I. The whole works subject matter of this Agreement sigl be completed within the Hundred Fighty (180) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications. Generaland 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 at are integrated herewith and incorporated herein by way of reference, namely.
 - a. SP Ordinance No. 31, 8, 2021
 - b. Certificate of Availability of Funds
 - e. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Squedule
 - f. Request for Expression of Interest
 - B Bidding Documents recluding all the documents/statements contained ithe winning bidder/s two (2) bidding envelopes
 - h Bid Security
 - 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 ONTRACTOR, the
 latter hereby covenants with the PROVINCE of construct and complete the offrastruure works subject of
 this Agreement in conformity with the province of the Contract;
- Nineteen Million Two Hundred Forty Two Thousand Two Hundred Eighty-Three

 Currency Persons derains of the construction and one upon completon 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 production by the Contract and specified in the Bid and as agreed upon by the Contractor:

PH

P

- 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 Million Seven Hundred Seventy-Two Thousand Six Hundred Eighty-Four Peeos & 99/100 Thousand Six Hundred Eighty-Four Pesos & 99/100 (P_5,772,684.99)

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

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

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



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

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

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

IN WITNESS WIFEREOF, the parties have hereunto signed this Agreement thinge 10 20 they of at Antipolo City.

FLAG CONSTRUCTION CORPORATION

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

FERNANDO ARADA

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor/W

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIABA TEJADA

NOTARIAL ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in ANGONO, RIZAt

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES COOL

FERNANDO ARADA

Passport No. P8239281A

August 5, 2028

Manila

TIN NO. 007-885-673

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

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

Construction of Roedway Lightings at Brgy, Mehabeng Pereng, Binengonen, Rizel

WITNESS MY HAND AND SEAL this

Antinanguno, RIZAL Dec No

Page No Book No. Series 20 A

Riza Provincial Capitol, ... day of MARIEL SOUTOS FG: [1] Province & Corp. at a Cantons all military PCS 798-70 PCS PCS AL NOTARY PUBLIC 31 2021

15531749

Roll of http://www.elo.69250 MCLE Completing Relations (Fig.).
Will confirm the 2020.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021

MR. TEODORICO L. CONTRERAS CLM GENERAL CONTRACTOR AND SERVICES, INC. Pasig City

Dear Mr. Contreras

The attached Contract Agreement having been approved, notice is hereby given to
CLM GENERAL CONTRACTOR AND SERVICES, INC that work may proceed on the
Construction of Roadway Lightings at Brgy. Mahabung Parang, Binangonan, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor REBECCA A. YNARES

Lacknowledge receipt of this Notice on-

Authorized Signature: Name of the Representative of the Bidder:

TEODORICO L. CONTRERAS

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

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

OLN GENERAL CONTRACTOR & SERVing and order the laws of	the Republic of the Phil	lippines, with principa	al place of basiness
and office address at Puer Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Pasia City	RERAS , of le	gal age, Filipino
WHEREAS, the PROVINCE de- pursuant of the Sangguniang Partialawig			
Construction of Hosdway (Aphtings at Bray.	Mahabang Parang,	Binecgonan,
WHEREAS, the CONTRACTO to undertake the above said infrastructor. Bid in a public bidding held last 5 No the construction and completion of the following standards set forth in the bid diconsideration of the amount of Two Forty-Six Peace 5 96/100	e works, has been declar evenher 2021 , he above said infrastructur ocuments, approved plan Million Five Hundr	red as the Lowest Cale as accepted and binds be works strictly in accept, program of works of red Ten Thousand	rulated Responsive itself to undertake coordance with the and specification in SevenHundred
NOW, THEREFORE, for and bereby agree as follows:	in consideration of the	foregoing premises,	the parties hereto

- 1. The whole works subject matter of this Agreement shall be completed within One fundred Forty (140) 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. 31, 8. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Ten Million Five Hundred Ten Thousand Seven Bundred Forty-Six Pesos &

 96/100 (P10,510,746.96). Philippine

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



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

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

Two Hundred Twenty-Four Peros & 09/100 (P.3.153, 224.09)

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

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

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

"All contracts executed at accordance with the Act and this IRK 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."

- 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;
- It. 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

41

-

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 unders 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 DEC 10 2021y of ______at Antipolo City.

Entity/Firm/Corporation

By:

TECOCRIC L. CONTRERAS
Proprietor/Manager/President

WITNESSES

LOLITA BODE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNARES
Governor

WITNESSES

MA. VICTORY B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

ANGONO, RIZA)
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

Marula

TEODORICO L. CONTRERAS

TIN NO. 009-565-744

All known to me and to me known to be the stone 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 herent, refers to the Agreement for.

Construction of Roadway Lightings at Brgy. Mehabong Pereng, Pinangonan, Rizel

WITNESS MY HAND AND SEAL this Capitol, Antipartiono, RIZAL	day dec 10 2027 at Rical Provincial ATTY ANNA MARIE L. S. ATTOS
Doe No. 283 Page No 59 Book No. 3 Series 20 2)	NOTARY PUBLICE No. 13 2000 NOTARY PUBLICE NO. 13 2000 PTR NO SEPURIZAL Roll of Attorneys No. 69250 IBP Lifetime Member No. 016632 /Rizal MCLE Compliance No. VI-0007883 Valid until April 14, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

10 December, 2021

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

Dear Mr. Bilog:

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

Improvement of Ynares Multi-Purpose Covered Court at Baras-Pinugay (Phase 2) National High School at Brgy. Pinugay, Baras, 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 ATNARES

Lacknowledge receipt of this Notice on:

b a m

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONTRACT AGREEMENT 12.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This AMERICAN I made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this uct b its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, RIZOL and herein represented by its Proprietor/President/General Manager, GEFALP KENN S.J. BILDG of legal age. Filipin citizen, single/married, resident of Morong, RIZOL hereinafter referred to as the CONTRACTOR, WITNESSETH, That.
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed it pursuant of the Sangguniang Panlatawigan Ordinance No. RPSB Res. No. 10, s. 2021 namely:
Laprovement of Ynarms Multi-Purpose Covered Court at Berss-Pinugey (Phase 2) National Righ School at Ergy. Pinugey, Barss, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last5_Royeniter_2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of One Million Seven Hundred Seventy-Pive Thousand Foundard Eleven Pesos \$ 86/100 (P1,775,411.85), Philippine Currency, NOW, THEREFORE, for and in consideration of the foregoing premises, the parties herethereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within II shty-Six (86) calendar days, in accordance with the provisions of the Bi Documents, Approved Plans. Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 a. SP Ordinance No. BPSB Res. 10. 10, v. 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications

e. Construction Schedule

f. Request for Expression of Interest

 g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes

- 440

b. Bid Security

i. Addenda and Supplemental Bulletin

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

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Seven Hundred Seventy-Five Thousand Four Hundred Eleven Pesos

2 86/100 (P_1,775,411.86), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;





- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract:
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Thirty-Two Theesend Six Fundred Twenty-Three Pesos 6 56/100 (P 532,623.56)

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

d)



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 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 Roles and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Arrisdiction 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 DEC 10 May of at Antipolo City.:

CRA UTLDERS

1:ntity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

Вγ

GERALD K S.J. BILOG

Proprietor/Manager/President

By:

REBECCA A. YNAR

WITNESSES

LOLITA B. BE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028.

Manila

GERALD KENN S.J. BILOG

TIN NO. 196-519-323

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

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

Laprovement of Ymeres Hulti-Purpose Covered Court at Saras-Pinugay (Phase 2) National High School at Brgy. Pinugey, Beres, Rixel

WITNESS MY HAND AND SEAL this _____day of _ Capitol Antipology COONO. R 1 ZAD SEAL this _____day of _

Doc No <u>এ</u>শুর Page No 36

Book No. Series 20, 21.

ATTY ANNA MARIE L. SANTOS at Rizal Provincial 16

Angono Minimania, s Caroona allin the PACTAGE OF RIZAL

Matter No 19 200 NOTARY PUBLIC 10 / H.S. 89250 "BF Lifetime Memory for 018532 (P.V.) WCGG Countries I the V v000088 (

Vr 15 t.mi 1.6, 16, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

10 December, 2021.

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

Dear Mr. Bilog:

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

Conreting (portion) of Dulong Bayun St., Brgs. Santlago, Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. VNARES

Lacknowledge receipt of this Notice on:

72.12.75

Authorized Signature:

Name of the Representative of the Bidder.

GERALD KENN SJ. BILOG

CONTRACT AGREEMENT 1.

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

its GOVERNOR,	INCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and public Act No. 7160, with scat of government at the Rizal Provincial Capitol ad corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
	GKB BUILDERS a sole promietorship/private comporation, duly
and office add Proprietor/Presider citizen, single/ma	ing under the laws of the Republic of the Philippines, with practical place of business at Morong, Rizel and kerein represented by its followeral Manager, STRALD SERR S.J. PILOG of legal age, Filipine sick resident of the property of the part of the part of the property of the part
WHEREA pursuant of the Sat	S, the PROVINCE declares that certain infrastructure works should be constructed in ggurnong Panialawigan Ordinance No. 23, s. 2021 namely:
lonocati;	g (portion) of Puloug Layan St., Brgy. Sentiago, Bares, Risel
	the CONTRACTOR, warranting that it has the financial and, technical competence
Bid in a public bid the construction a following standard consideration of	ove said infrastructure works, has been declared as the Lowest Calculated Responsive dang held last 5 November 2021 , has accepted and bands itself to undertake decompletion of the above said infrastructure works strictly in accordance with the set forth in the bid documents, approved plans, program of works and specification in the amount of Three Hundred Twenty-i-ine (houghest Faur Hundred)
Bid in a public bid the construction a following standard consideration of initteen feeou	ove said infrastructure works, has been declared as the Lowest Calculated Responsive dang held last 5 November 2021 —, has accepted and builds itself to undertaked completion of the above said infrastructure works smetty in accordance with the set forth in the bid documents, approved plans, program of works and specification in the amount of Three Hundred Twenty-i-ine (housing Four Hundred 26/100 ———————————————————————————————————
Bid in a public bid the construction a following standard consideration of initteen Peron NOW, Thereby agree as for the Sixty Documents, Appre Contract, Supplen 2016 Revised Imp	ove said infrastructure works, has been declared as the Lowest Calculated Responsive dang held last 5 November 2021 — , has accepted and builds itself to undertaked completion of the above said infrastructure works smetty in accordance with the set forth in the bid documents, approved plans, program of works and specification in the amount of Three Hundred Twenty-i-line (houseast Four Hundred 26/100 — (P_329,413,26 —), Philippine Currency. EREFORE, for and in consideration of the foregoing premises, the parties heretows: Abole works subject matter of this Agreement shall be completed within

- e. Construction Schedule
- f. Request for Expression of Interest
- Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Bundred Twenty-Nine Thousand Four Bundred Thirteen Pesos & 26/100

 (P_329,413.26), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract: \(\)\
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS_Ninety-Eight Thousand Eight Hundred Twenty-Three Pesos & 98/100 (P_96,823.98)

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 Hyudated 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."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE:
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitraturs 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 figurdated 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 DEC 10 2021 of at Antipolo City::

DAM BEILDERS

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

Governor

By:

BILOG Proprietor/Manager/President By:

REBECCA A. YNARES

WITNESSES

LOLITA B DE GUZMAN MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Maruku

NNA MARIE L. SANTOS

5 Cardona RIZAS

GERALD RENN S.J. BILOG

TIN NO. 196-519-323

All known to me and to me known to be the same person's who excepted 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

Commerciae (portion) of Dulong Sayan St., Srgy. Santiago, Saras, Rizal

WITNESS MY HAND AND SEAL this DEC 10 2021 day of Capitol, Antipolor@UNO, RILAND

Doc No Page No. Book No. Series 20, 21

NOTARY PUBLIC BH LSS From the Mo. 016632 (Ruga WIGEE Suinable for the VI-0007880 VASE per view 14, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

10 Occember, 2021.

MR. MARK N. FERMINDOZA FERMINDOZA BUILDERS AND CONST. ENTERPRISE Binangonau, Rizal

Dear Mr. Fermindoza:

The attached Contract Agreement having been approved, notice is hereby given to FERMINDOZA BUILDERS AND CONST. ENTERPRISE, that work may proceed on the Improvement of 2-storey Ynares Multi-Purpose Building to Area 8,

Greenwoods Executive Village, Brgv. San Andres, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Lacknowledge receipt of this Notice on:

Authorized Signature.

Name of the Representative of the Bidder:

MARK N. FERMINDOZA

CONTRACT AGREEMENT |

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of and office address at Ca	the Republic of the Philippines	torship/private corporation, duly i, with principal place of business herein represented by its
Proprietor/President/General Manager,	MARK FERMENDOZA	of legal age, Filipino
citizen, single/manied, resident of	Ceinte, Rizel	hereinafter referred to as the
CONTRACTOR, WITNESSETH, That		
WHEREAS, the PROVINCE de pursuant of the Sangguniang Panialawig		c works should be constructed in
. (44	Still condensated Sada man man	nancij.

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 5 hovember 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the interest Sixty-Seven Thousand Three Hundred Seventy-Five Pesos 6 02/100 (P 107, 375.02), Philippine Currency.

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

- The whole works subject matter of this Agreement shall be completed within Thirty (30) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated berewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 23, 9. 2021
 - b Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications.
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g Bidding Documents including all the documents/statements contained in the winning hidder/s (wo (2) hidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Hundred Sixty-Seven Thousand Three Hundred Seventy-Five Pesos &

 OZ/100 (P 157,375.02), Philippine
 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Rid 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 Fifty Thousand Two Hundred Twelve 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, infrustructure 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 portion for every day of delay. Once the contract, the 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 available under the circumstances."

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

01

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.

day of

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 DEC 10 2021 at Antipolo City.

FEMINDOZA CULLBERS & CONSTRUCTION ENT.

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Bv:

prietor/Manager/President

Hv:

REBECCA A. YNARES Governor A

WITNESSES

LOLITA B. DE GUZMAN

МА, VICTORIA В. ТЕЈАДА

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) WGONO RUZAL

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

Name/Entity

Valid ID Presented

Date

Ptace

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

MARK FERMINDOZA

TIN NO. 239-634-109

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

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

Improvement of 2-storey Ymeres Multi-Purpose building at Area 8, Greenwoods Executive Village, Brgy, San Andres, Ceinte, Rizal

WITNESS MY HAND AND SEAL this	day of DEC 10 2021 _ at Rizal	Provincial
Capital William by City a T 4.		74

Capitol ANGEONS PRIZAL

Doc No. Page No. Book No.

Series 20 74

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

NOTARY PUBLICosmber 31 20 Adm. Matter No. 14-000 PTR NO. 15-16-16

Roll of Attorneys No 69250 IBP Lifetime Member No. 016632 /Riza-MCLE Compliance No.VI-0007883

Valid until April 14 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

10 December, 2021.

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

Dear Mr. Bilog.

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

Repair/Repainting of Ynarcs School Buildings at Navotas Elem. School, Brgy. Navotas, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Lacknowledge receipt of this Notice on:

h-12-24

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

 d. Plans and Specifications. e. Construction Schedule

b. Bid Security

f. Request for Expression of Interest

bidder/s two (2) bidding envelopes.

Addenda and Supplemental Bulletin

this Agreement in conformity with the province of the Contract;

This AGREEMENT made and entered into by and between:
The PHOVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. RESECCA A. YNARES, herein referred to as the PROVINCE; and
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Morong, Rizal , and herein represented by it Proprietor/President/General Manager, CERALD KENN S. J. BILOC , of legal age, Filippine citizen, single/married, resident of Morong, Rizal , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggumang Pantalawagan Ordinance No. RPSB Res. No. 10, 6, 2021 namely:
Repair/Repainting of Ynsres School Buildings at Nevotes Elementery School, Brgy. Nevotes, Cardone, Rizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 5 November 2021 ——, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification it consideration of the amount of Two Million Six Hundred Rinety-Two Toousand One Hundred Ten Pesos 6 23/100 ———————————————————————————————————
NOW. THEREFORE, for and in consideration of the foregoing premises, the parties heretoletreby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Eighty-Two (82) calendar days, in accordance with the provisions of the Bit Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. RPSB Res. No. 10, s. 2021
b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate

g. Bidding Documents including all the documents/statements contained in the winning

In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

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

(P 2,692,110.23), Philippine

latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of

Two:Million Six Hundred Ninety-Two Thousand One Hundred Ten Pesos & 23/100

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

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

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Eight Hundred Seven Thousand Six Hundred Thirty-Three Pesos & 07/100 (P 807,633.07)

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 berewith, 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 Procusement 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 anc-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 uniount 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,
- (). 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 bowever, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the 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.

GERALD KENDS.J. BILOG
Proprietor/Manager/President

WITNESSES

LOLITA BEDE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CHY 1 S S.

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

Name/Entity

Valid ID Presented

Date

Płace

HON, REBECCA A, YNARES

Passport No. P8239281A

August 5, 2028

Manita

GERALD KENN S.J. BILOG

TIN NO. 196-519-323

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

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

Repair/Repainting of Yneres School Buildings at Navotas Elementary School, Brgy. Navotas, Cardona, Rizal

WITNESS MY HAND AND SEAL this EC 10 2022 bay of Capitol, Antipological Out. R12AL

Doc No <u>250</u>
Page No <u>33</u>
Book No. 3
Series 20 <u>31</u>.

at Rizal Provincial

ACT ANNA MARIE

for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL NOTARY PUBLIC DE 31.200

Aom Matier No. 12.000

PTR NO. 13.501149 Rizal

PTR NOISSPIA Rizal
Roll of Attorneys No. 69250
IBP Lifetime Mamber No. 016632 /Rizal
MCLE Compliance No.VI-0007883
Valid until April 14, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

10 December, 2021

MR. JAMES G. NORA J G. NORA BUILDERS Morong, Rizal

Dear Mr. Nora:

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

Improvement of Multi-Purpose Day Care Center at Brgy, PalayPalay, Jalajain, Rizat 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. YNARE. Governor

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder.

12.12.34

IAMES G. NORA

CONTRACT AGREEMENT 16

KNOW ALL MEN BY THESE PRESENTS:

existing under Republic Act No. 7160, wi Fireumferential Road corner P. Oliveros St., 1	T OF RIZAL, a local government unit, duly organized and ith seat of government at the Rizal Provincial Capitol, Brgy. San Roque, Antipolo City, represented in this act by
J.C. NORA BUILDERS	ARES, lectein referred to as the PROVINCE; and
rganized and existing under the laws of the R and office address at Moreone, roprietor/President/General Manager,	, a sole proprietorship/private corporation, duly Republic of the Philippines, with principal place of business . Rizel , and herein represented by its JAMES NORA , of legal age, Filipino Morong, Rizel , hereinafter referred to as the
WHEREAS, the PROVINCE declares pursuant of the Sangguniang Panlahwigan Or	s that certain infrastructure works should be constructed in rdmance No. 23, 5, 2021 namely:
Improvement of Multi-Purpose I Jalajala, Rizal	Day Care Center at Brgy. PalayPalay.
o undertake the above said infrastructure wor 3id in a public bidding held last 5 November the construction and completion of the above following standards set forth in the bid document to the bid document of the bid document of the standards set forth in the bid document of the standards set forth in the bid document of the standards set forth in the bid document of the standards set forth in the bid document of the standards set forth in the bid document of the standards set forth in the bid document of the standards set forth in the bid document of the standards set forth in the bid document of the standards set forth in the bid document of the standards set forth in the bid document of the standards set forth in the bid document of the standards set forth in the bid document of the standards set forth in the sta	arranting that it has the financial and, technical competence rks, has been declared as the Lowest Calculated Responsive at 2021, has accepted and binds itself to undertake a said infrastructure works strictly in accordance with the tents, approved plans, program of works and specification in three Ninety-Hine Thousand Five Hundred
Sixty-Two Pesos & 64/100	(P 499,562,64). Philippine Currency.
Forty-Five (45) cal Documents, Approved Plans, Program of Wo Contract, Supplemental or Rid Bulletius, if a 1016 Revised Implementing Rules and Regula	atter of this Agreement shall be completed within lendar days, in accordance with the provisions of the Bid orks and Specifications, General and Special Conditions of any, and supporting/related documents as required by the ations of Republic Act No. 9184 and are integrated berewith namely:
Forty-Five (45) cal Documents, Approved Plans, Program of Wo Contract, Supplemental or Bid Bulletius, if a 1016 Revised Implementing Rules and Regula and incorporated herein by way of reference, a	lendar days, in accordance with the provisions of the Bid orks and Specifications, General and Special Conditions of any, and supporting/related documents as required by the ations of Republic Act No. 9184 and are integrated berewith namely:
Forty-Five (45) cal Documents, Approved Plans, Program of Wo Contract, Supplemental or Rid Bulletius, if a 1016 Revised Implementing Rules and Regula and incorporated herein by way of reference, in	lendar days, in accordance with the provisions of the Bid orks and Specifications, General and Special Conditions of any, and supporting/related documents as required by the ations of Republic Act No. 9184 and are integrated berewith namely:
Forty-Five (45) cal Documents, Approved Plans, Program of Wo Contract, Supplemental or Rid Bulletius, if a 1016 Revised Implementing Rules and Regula and incorporated herein by way of reference, a a. SP Ordinance No. 23, 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detail	lendar days, in accordance with the provisions of the Bid orks and Specifications, General and Special Conditions of any, and supporting/related documents as required by the ations of Republic Act No. 9184 and are integrated berewith namely:
Pocurents, Approved Plans, Program of Wo Contract, Supplemental or Rid Bulletias, if a 2016 Revised Implementing Rules and Regula and incorporated herein by way of reference, in a. SP Ordinance No. 23, 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detail d. Plans and Specifications	lendar days, in accordance with the provisions of the Bid orks and Specifications, General and Special Conditions of any, and supporting/related documents as required by the ations of Republic Act No. 9184 and are integrated berewith namely:
Porty-Five (45) cal Documents, Approved Plans, Program of Wo Contract, Supplemental or Rid Bulletius, if a 2016 Revised Implementing Rules and Regula and incorporated herein by way of reference, a a. SP Ordinance No. 23, s. 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detail d. Plans and Specifications e. Construction Schedule	lendar days, in accordance with the provisions of the Bid orks and Specifications, General and Special Conditions of any, and supporting/related documents as required by the ations of Republic Act No. 9184 and are integrated berewith namely:
Porty-Five (45) cal Documents, Approved Plans, Program of Wo Contract, Supplemental or Rid Bulletius, if a 2016 Revised Implementing Rules and Regula and incorporated herein by way of reference, a a. SP Ordinance No. 23, 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detail d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all th bidden/s two (2) bidding envelopes	lendar days, in accordance with the provisions of the Bid larks and Specifications, General and Special Conditions of any, and supporting/related documents as required by the ations of Republic Act No. 9184 and are integrated berewith namely: Condition of Republic Act No. 9184 and are integrated berewith namely:
Porty-Five (45) cal Documents, Approved Plans, Program of Wo Contract, Supplemental or Bid Bulletius, if a 1016 Revised Implementing Rules and Regula and incorporated herein by way of reference, in a. SP Ordinance No. 23, s. 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detail d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the bidder/s two (2) bidding envelopes h. Bid Security	lendar days, in accordance with the provisions of the Bid orks and Specifications, General and Special Conditions of any, and supporting/related documents as required by the ations of Republic Act No. 9184 and are integrated herewith namely: led Estimate he documents/statements contained in the winning.
Porty-Five (45) cal Documents, Approved Plans, Program of Wo Contract, Supplemental or Rid Bulletius, if a 2016 Revised Implementing Rules and Regula and incorporated herein by way of reference, a a. SP Ordinance No. 23, 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detail d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all th bidden/s two (2) bidding envelopes	lendar days, in accordance with the provisions of the Bid larks and Specifications, General and Special Conditions of any, and supporting/related documents as required by the ations of Republic Act No. 9184 and are integrated berewith namely: led Estimate he documents/statements contained in the wirming.
Pocurents, Approved Plans, Program of Wo Contract, Supplemental or Bid Bulletius, if a 2016 Revised Implementing Rules and Regula and incorporated herein by way of reference, in a SP Ordinance No. 23, 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detail d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the 2. In consideration of the payment to	lendar days, in accordance with the provisions of the Bid orks and Specifications, General and Special Conditions of any, and supporting/related documents as required by the ations of Republic Act No. 9184 and are integrated herewith namely:
Documents, Approved Plans, Program of Wo Contract, Supplemental or Bid Bulletius, if a 1016 Revised Implementing Rules and Regula and incorporated herein by way of reference, in a SP Ordinance No. 23, 2021 b. Certificate of Availability of Funds c. Scope/Program of Work and Detail d. Plans and Specifications c. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the 2. In consideration of the payment to after hereby covenants with the PROVINCE of his Agreement in conformity with the province 3. The PROVINCE hereby covenants	lendar days, in accordance with the provisions of the Bid orks and Specifications, General and Special Conditions of any, and supporting/related documents as required by the ations of Republic Act No. 9184 and are integrated herewith namely:

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

6

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Forty-Nine Thousand Eight Hundred Sixty-Eight Pesos & 79/100 (P 149, 858.79)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated berewith, in accordance with the Hidding 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 prefudice to other courses of action and remedies available under the circumstances."

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





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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or sny 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.

Janisdiction 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 DEC 10 2007 of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT NORA BUILDERS Entity/Firm/Corporation By: By: JAMES NORA 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

Passport No. P8239281A

August 5, 2028

Manila

JAMES NORA

TIN NO. 112-111-548

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

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

Improvement of Multi-Purpose Day Care Center at Brgy. PalayPalay, Jalajala, Rizel

DEC 10 2021

WITNESS MY HAND AND SEAL this ____day of ___

Capatol, Antipoly REGONO, KIZAL

Doc No JAS -57

Page No. 0 Book No. Senes 20 21.

Parius property & Cardona all in the Property Cardonal

NOTARY PUBLIC Ther 31 202) PTR NO 1559H4 9 Zal

Reil oizhouren, kipi 69250 Ian Lifernge izet vez ilong 1015/3279 zan MDI & Compliance vo.Vi-090788 :

Assistant of 5035



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021.

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

Dear Mr. Rivera:

The sitached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Improvement of Yuares Municipal Hospital at Hrgy, First District, Jatajala, 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

Del3. M

Authorized Signature:

Name of the Representative of the Bidder:

I acknowledge receipt of this Notice on:

EBWIN'S RIVERA

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the and office address at Morons	Republic o	f the Philippine:	s, with princip	pal place of bu presented b	usiness
Proprietor/President/General Manager,	DOWLN	B. RIVERA			
citizen, single/married, resident of		Rizel .			
CONTRACTOR, WITNESSETH, That,					
WHEREAS, the PROVINCE declar pursuant of the Sangguniang Panlalawigan of	res that cert	ain infrastructur	e works shou	ild be construction	

Improvement of Ymares Municipal Hospital at Brgy. First District, Jalajala, Rizal

WIEREAS, 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 field last 5 November 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 furth in the bid documents, approved plans, program of works and specification in consideration of the amount of Six Million Two Hundred Forty Thousand Two Hundred Sixty-Nine Pesos & 29/100 (P 6,240,269.29). Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Two Hundred Thirty-Five 235) 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 Emplementing Rules and Regulations of Republic Act No 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 31, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletin.
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Million Two Hundred Forty Thousand Two Hundred Sixty-Nine Pesos & 29/100 (P_6,240,269.29_), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



A

%

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 One Million Eight Hundred Seventy-Two Thousand Eighty Pesos & 79/100 (P 1,872,080.79)

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of bis 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 tiquidated 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 prefudice to other courses of action and remedies available under the circumstances."

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

(i)

86

8

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

i)

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 hable 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.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this DEC 10 77:1 at AIGONO RIZAL

day of

YAKALER CONSTRUCTION AND SUPPLIES

RIZAL PROVINCIAL COVERNMENT

REBECCA A. YNARES

Governor 7

Entity/Firm/Corporation

By:

EDWIN B. RIVERA

Proprietor/Manager/President

WITNESSES

By:

LOLITA DE GUZMAN

MA, VICTORIA, B, TEJADA

NOTARIAŁ ACKNOWŁEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANCERPLANTAL

) S.S.

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

Name/Emity

Valid ID Presented

Date

Place

HON, REBECCA A, YNARES

Passport No. P8239281A

August 5, 2028

Manila

EDWIN B. RIVERA

TIN NO. 428-018-900

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

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

Improvement of Ymares Manicipal Hospital at Ergy. First District, Jalajala, Rizal

WITNESS MY HAND AND SEAL this

Capitol, ANGOROTE 17 -

Page No 60
Book No. 3
Series 20 1

day of DEC 10 2021, at Rizal Provincial.

ATTY ANNIW COASSEL TO GET US MOTHER CORRESPONDED For Angono 2 to 1 Julium 3 Decident

Of Angoro

NOT ARY PUBLIC moor 31 247

Ages (Aries Jac. 1999) presion (1999) - Albeit Refres House, virtie (1923) SM Edistrict From the (19632) Presi



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021

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

Dear Mr. Villones:

The attached Contract Agreement having been approved, notice is hereby given to
JHLL CONSTRUCTION AND TRADING—that work may proceed on the
Construction of Materials Recovery Facilities (MRF), Brgy, Lagundi, Morong, Rizal
effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNABES Governor

Lacknowledge receipt of this Notice on:

12.13.7

Authorized Signature:

Name of the Representative of the Bidder:

GIL-B. VILLONES

CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and cutered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAE, 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

and office address at Binang	of the Republic of the Philippines, with principal place of busi gonan, Rizal , and herein represented by
Proprietor/President/General Manager,	, GIL VILLONES , of legal age. Fili
citizen, single/married, resident of	Binangonan, Rizal hereinafter referred to as
CONTRACTOR, WITNESSETH, Tha	al,
WHEREAS, the PROVINCE of pursuant of the Nanggumong Panlahoor	declares that certain infrastructure works should be constructed gan Ordinance No. 23, 8. 2021 pamely:

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 5 November 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Hundred Fifty-Three Thousand Three Hundred Tventy-Tvo Peros & 20/100 (P 553, 322, 20), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Forty (_4Q__) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 23, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five landred Fifty-Three Thousand Three Sundred Trenty-Two Pesos & 20/100 (P553, 322.20). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



¥

18

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One thundred Sixty-Five Thousand Nine Hundred Winety-Six Pesos & 66/100 (P 165, 996.66)

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or meorporated 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 practirement 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 partion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without projudice to other courses of action and remedies available under the circumstances."

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





26

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 set or acts in question or both at the discretion of the Courts.

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

JELL CONSTRUCTION AND TRADING	RIZAL PROVINCIAL GOVERNMENT		
Entity/Firm/Corporation			
By:	Вy.	8	
Proprietor/Manager/President		REBECCA A. YNARES Governor	
//24/	WITNESSES		
LOLITA B. DE GUZMAN		MA. VICTORIA B. TEJADA	
(NOTAE	TALL A Z-DANGARDI TUR	CMENT	
NOTAR	HAL ACKNOWLED	GNUATI	
REPUBLIC OF THE PHILIPPINES) NGONOVRIZAL (\$8.5.			
BEFORE ME, a Notary Public fo	or and in ANGONO, IT	inally appeared the following	
Name/Entity	Valid ID Presented	Date Place	

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

Passport No. P8239281A

TIN NO.

August 5, 2028.

Maisila

HON. REBECCA A. YNARES

GIL VILLONES

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

written and has been signed by the parties bereto in cath	and every page nerest, refers to the Agreement its
Construction of Materials Recovery Fac.	ilities (MEF), Orgy, Lagundi, Morong,
WITNESS MY HAND AND SEAL this	ATTY ANNA MARIE L. SANTOS
Doc No	for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL NOTARY POR PECSIMBER 31, 2011 Adm. Matter No. 19 000
Series 20 🍨	PTR NO. STX134 Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No. 016632 /Riza MCLE Compliance No.VI-0007883 Velid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021

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

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES that work may proceed on the

Asphalt Overlaying of R. Palma St., Sido Ibaba, Brgy, Nan Pedro, Morong, Rizal effective on the day you received this Notice to Proceed

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

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

Very truly yours.

REBECCA X. YNARES

Lacknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder:

PORFIRIO P. MINA

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

JRD-D ² EWIERPRISES	. YNARES, berein referred to as the PROVINCE; and , a sole proprietorship/private corporation, duly f the Republic of the Philippines, with principal place of hydrogen
Property of the control of the total of	f the Republic of the Philippines, with principal place of business y, Rizel and herein represented by its PORFIRIO MINA of legal age, Filipine
Proprietor/President/General Manager,	PORFIRIO MINA , of legal age, Filipino
CONTRACTOR, WITNESSETH, That	Tensy, Rizel , hereinafter referred to as the
pursuant of the Sangguniang Panlalawig Asphalt Overlaying of R.	Palma St., Sitio Ibaba, Brgy. San Pedro, Morong.
Rizel	
WHEREAS, the CONTRACTO	R, warranting that it has the financial and, technical competence
WHEREAS, the CONTRACTO to undertake the above said infrastructure	e works, has been declared as the Lowest Calculated Responsive
WHEREAS, the CONTRACTO to undertake the above said infrastructus Bid in a public bidding held last 5 No	re works, has been declared as the Lowest Calculated Responsive vember 2021 has accepted and binds itself to undertake
WHEREAS, the CONTRACTO to undertake the above said infrastructur. Bid in a public bidding held last 5 No the construction and completion of the following standards set forth in the bid d	re works, has been declared as the Lowest Calculated Responsive vember 2021 , has accepted and binds itself to undertake above said infrastructure works strictly in accordance with the ocuments, approved plans, program of works and specification in
WHEREAS, the CONTRACTO to undertake the above said infrastructur. Bid in a public bidding held last 5 No the construction and completion of the following standards set forth in the bid d	re works, has been declared as the Lowest Calculated Responsive vember 2021 , has accepted and binds itself to undertak above said infrastructure works strictly in accordance with the ocuments, approved plans, program of works and specification is a Million Four Hundred Ninety-Fight Thousand 84.

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

), Philippine Currency.

- 1. The whole works subject maner of this Agreement shall be completed within (60_) calendar days, in accordance with the provisions of the bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 32, 4, 2021
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - Plens and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Hidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes.
 - Bid Security
 - Addenda and Supplemental Bulletin.
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINGE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Three Hillion Four Hundred Ninety-Eight Thousand Six Hundred Ninety Pesos & (P3,498,690,28), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Forty-Nine Thousand Six Hundred Seven Pesos 4 08/100 (P 1,049,607.08)

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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 tiquidated 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 rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

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

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

NOTARIAE ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANGONO PIZALY

(S.S.

BEFORE ME, a Notary Public for and ANGONG PY resonally appeared the following.

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

Valid until April 14, 2022

PORFIRIO MINA

TIN NO. 154-422-689

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

Asphelt Overlaying of R. Pelma St., Sitio Ibabe, Brgy. San Pedro, Morong, Risal

, , , , , , , , , , , , , , , , , , , ,	
WITNESS MY HAND AND SEAL this	day of EEC 18 7821 _ at Rizal Provincial . ATTY ANNA MARIE L. SANTOS
Doe No 20/	NOTARY PUBLIC for Angene, Binangonan & Cardons
Page No 42 Book No 3	NOTARY Public PROVINCE OF RIZAL
Series 20 14.	Adm Matter No. 19-600 PFR NO. 1987-9 Rizal Roll of Attomays No. 69250
	IBP Lifetime Momber No. 016632 /R:2 MCLE Compliance No.VI-0007880



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampalor Manila

Dear Mr. Cacho-

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

ANROL CONSTRUCTION—that work may proceed on the

1sphalt OverlayIng/Concreting of Road with Drainage Canal at Quezon St., at Brgg. Malaya, Pitilla, Rizar 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 Rizat.

Very truly yours.

Lacknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

11/05/2021 # 20

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and et	ntered into by and between:
existing under Republic Act No. 7164 Circumferential Road corner P. Oliveros	MENT OF RIZAL, a local government unit, duly organized and b, with scar of government at the Rizal Provincial Capitol, St., Brgy. San Roque, Antipolo City, represented in this act by YNARES, berein referred to as the PROVINCE; and
ANROL CONSTRUCTION	, a sole proprietorship/private corporation, duly
organized and existing under the laws of and office address at Pasis Proprietor/President/General Manager, citizen, single/married, resident of	the Republic of the Philippines, with principal place of business City and herein represented by its CLARENCE CACHO of legal age, Filiping Pasig City hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	
pursuant of the Sunggunuang Pantalawig	clares that certain infrastructure works should be constructed in an Ordinance No. 31, s. 2021 namely ting of Road with Drainage Canal at Quezon St., Risal
WHEREAS, the CONTRACTOR	R, warranting that it has the financial and, technical competence
to undertake the above said infrastructure	works, has been declared as the Lowest Calculated Responsive
	venber 2021 has accepted and binds itself to undertake
	above said infrastructure works strictly in accordance with the ocuments, approved plans, program of works and specification in
	t Million Four Hundred Three Thousand Two Hundre
Ninety-One Pesos & 25/100	(P 8,403,291.25), Philippine Currency.
	in consideration of the foregoing premises, the parties hereto
	t matter of this Agreement shall be completed within

Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith

and incorporated herein by way of reference, namely: -

- SP Ordinance No. 31, 8. 2021
- b. Certificate of Availability of Funds
- e. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- c. Construction Schedule
- Request for Expression of Interest.
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- Bid Security
- i. Addenda and Supplemental Bulletin.
- Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Eight Million Four Hundred Three Thousand Two Hundred Ninety-One Pesos & 25/100 (P.8,403,291.25). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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

)b

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS to Million Five Hundred Trenty Thousand Nine Hundred Righty-Seven Pesos 6 38/100 (P2,520,987.38)

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

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

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

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

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

b

9

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 proposed 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. NFC 10 2021

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

ANROL CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

By:

CLARENCE CACHO

Proprietor/Manager/President

REBECCA A. YNA

Governor

WITNESSES

LOLIFA B. DE GUZMAN

MA. VICTORIA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PRILIPPINES)

ANTIPOLO CITY

BEFORE MF, a Notary Public for and in Action 6 CRY, personally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Mantila

CLARENCE CACHO

TTN NO. 151-542-125

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

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

Asphalt Overlaying/Concreting of Road with Drainage Canal at Quezon St., at Brgy. Meleye, Pilille, Rizal

WITNESS MY HAND AND SEAL this Capitol, Antipple Cityo, r. I LA

day of DEC 10 2021

MARIE L. SHIFTOS

PO ARCHARD IO for Angeno in Chicares is Carriona alcin the PAOM NOSIOF RIZAL

NOTARY PUBLICORNDOR 31 4021

Adm. Matter No. 19-000
PTR NO. 1539449Rizal
Hot of Anomalous 352(a)
EH usis Interviorant, inc. 016532 //E

MOLE Campliance No VI-007788 Vz id uni l'Anti 14, 2037

Series 20 al

Page No .57 Book No.

Doc No _ #279.



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021.

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloe Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Asphalt Overlaying/Concreting Reblocking (partion) of Road with Drainage Canal at Alejandro St., at Brgv. Mulaya, 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 haplementing Schedule

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

Very truly yours,

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

D-13.H

21

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered	into by and between:
existing under Republic Act No. 7160, with Circumferential Road corner P. Oliveros St., B.	OF RIZAL, a local government unit, duly organized and his seat of government at the Rizal Provincial Capitol, orgy. San Roque, Antipolo City, represented in this set by RES, berein referred to as the PROVINCE; and
ANDOL CONSTRUCTION	a sole proprietorship/private conversion, duly
and office address at Posig CI Proprietor/President/General Manager,	, a sole proprietorship/private corporation, duly epublic of the Philippines, with principal place of business and berein represented by its of legal age, Filipino age, hereinafter referred to as the
WHEREAS, the PROVINCE declares pursuant of the Sangguniang Panlalawigan On	that certain infrastructure works should be constructed in dinance No. 31, 9, 2021 namely:
Asphalt Overlaying/Concreting B Canal at Alejandro St., at Brgy	eblocking (portion) of Road with Drainage . Halaya, Pilille, Rizel
WHERE'S ALCONTRACTOR	
to undertake the above said infrastructure work. Bid in a public bidding held last 5 November the construction and completion of the above following standards set forth in the bid docume	ranting that it has the financial and, technical competence is, has been declared as the Lowest Calculated Responsive 2021, has accepted and binds itself to undertake said infrastructure works strictly in accordance with the ints, approved plans, program of works and specification in ion Two Bundred Eighty Thousand Rine Handred
Sixty-Six Pesos & 17/100	
One Hundred Eighty (180) cald Documents, Approved Plans, Program of Wor Contract, Supplemental or Bid Ballenns, if a	ther of this Agreement shall be completed within tender days, in accordance with the provisions of the Bidrks and Specifications, General and Special Conditions of my, and supporting/related documents as required by the tions of Republic Act No. 9184 and are integrated herewith smely;
a. SP Ordinance No. 31, s. 2021	
 Certificate of Availability of Funds 	
c. Scope/Program of Work and Detaile	ed Estimate
d. Plans and Specifications c. Construction Schedule	
f. Request for Expression of Interest	
 Bidding Documents including all th 	e documents/statements contained in the winning
hidder/s two (2) bidding envelopes	
 h. Bid Security i. Addends and Supplemental Bulletin 	
j. Notice of Award of Contract and the	
	be made by the PROVINCE to the CONTRACTOR, the construct and complete the infrastructure works subject of a of the Contract;
3. The PROVINCE hereby covenant Six Million Two Randred Eighty T	its to pay the CONTRACTOR the amount of PESOS
17/100	(P 6,280,966-17), Philippine
	n and only upon completion of the infrastructure works of this Agreement as a contract price at the time and in the

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

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Right Hundred Righty-Four Thousand Two Hundred Righty-Mine Pesos & 85/100 (P 1.884, 289.85)

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

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

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

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

g

B

169.91

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.

2

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 sait 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.

BEC 10 2021

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

ANROL CONSTRUCTION Entity/Firm/Corporation	RIZAL PROVINCIAL GOVERNMENT
CLARENCE CACHO Proprietor/Manager/President	REBECCA A. YNARES
LOLITA B, DE GUZMAN	WITNESSES MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place
HON. REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Marida
CLARENCE CACHO TIN NO. 151-542-125

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

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

Asphalt Overlaying/Concreting Reblocking (portion at Alejandro St., at Brgy. Malaya, Pililla, Riza	m) of Road with Drainage Canal
WITNESS MY HAND AND SEAL thisday of _	at Rizal Provincial JELIC

Doc No. 67 4
Page No. 50
Book No.

Series 20 21.

Tor Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL Until December 31 (2021)

Adm. Matter No. 1 9-200

PTR NO 1558/14-Rizal

NOTAR* PUBLIC Meyer No. 016632 /R --WOLE Compliance No. 016632 /R ---

Valid uni91 April 14, 12022

SOTE



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021.

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manula

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Asphalt OverlayIng/Concreting Reblocking (portion) of Road with Drainage Canal at Bellin St., at Brgv. Malaya, 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,

Covernor /

Authorized Signature:

Lacknowledge receipt of this Notice on:

Name of the Representative of the Bidder:

2.8.7

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with scat 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
	ANROL CONSTRUCTION , a sole proprietorship/private corporation, duly
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Pasig City, and herein represented by its Proprietor/President/General Manager, CLARENCE CACHO of legal age, Filipino citizen, single/martied, tesident of Pasig City, hereinafter referred to as the CONFRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 31, 8, 2021 namely:
	Asphalt Overlaying/Concreting Reblocking (portion) of Road with Drainage Canal at Bellin St., at Brgy. Melaya, Pililla, Risal
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 3 November 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Million Four Hundred Fifty Five Thousand Seven Hundred Fifty Pesos 6 08/100 (P 5,455,750.08), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within One Hundred Sixty (160) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, 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. 31, s. 2021
,	b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Plans and Specifications

e. Construction Schedule

f. Request for Expression of Interest

g. Bidding Documents including all the documents/statements contained in the winning biddet/s two (2) bidding envelopes

Bid Security

- Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS. Pive Million Four Hundred Pifty-Five Thousand Seven Hundred Pifty Pesos & 08/100 (P 5,455,750.08), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 22
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Six Hundred Thirty-Six Thousand Seven Hundred Twenty-Five Pesos 6 02/100 (P 1,636,752.02)

 Philipping Contracts and a material of contracts for the field compliance with his obligations under this

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

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

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

2

3

464

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 22 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 nowarranted 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 hereuate signed this Agreement this DEC 10 2021 of at Antipole City.

ANROL CONSTRUCTION Entity/Firm/Corporation	RIZA	L PROVINCIAL GOVERNMENT
By Gly. Gel	By:	8
Proprietor/Manager/President		Governor
Be	WITNESSES	2/
LOLITA BODE GUZMAN		MA. VIOTORIA B. TEJADA
NOTARI	IAL ACKNOWLEI	SGMENT

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

DLO CITY) S.S.

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

Name/Entity Valid ID Presented

Date Place

HÓN, REBECCA A. YNARUS

Passport No. P8239281A

August 5, 2028 Marola

CLARENCE CACHO

TIN NO. 151-542-125

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

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

Asphelt Overlaying/Concreting Reblocking (portion) of Road with Drainage Canal at Bellin St., at Brgy. Malaya, Pilille, Rizal

	WITNESS MY HAND AND SEAL this	UEL	iÜ	'da
Capitol.	WITNESS MY HAND AND SEAL this _ Antipangiono, R I ZAL			
Doc No				

Doc No. 283
Page No. 54
Book No. 3
Series 20 44.

for Angono, Binangonan & Cardona all in the PROVINCE OF RIZAL Until December 31.391.
Adm. Malter No. 19-00.

NOTARY PUBLIC ASS PIGRIZAL
Roll of Allomays No. 69250
IBP Lifetime Member No. 016632 /Riza
MCLE Compliance No.VI-0007683
Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021

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

Dear Mr. Sandit:

The attached Contract Agreement having been approved, notice is hereby given to SAN IGMEDIO BUILDERS, INC. that work may proceed on the Improvement/Concreting of Road (Near MMDA Closed Sanitary Landfill), Brgv. Pintong Hukawa, San Mateo, 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,

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

MR. MARIO C. SANDIL

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

		le proprietorship/private corporation, duly hilippines, with principal place of business , and herein represented by its
Proprietor/President/General	Manager, MARIO C. SAN	DIL of legal age, Filipino
		hereinafter referred to as the
CONTRACTOR, WITNESS	ETH, That,	
	OVINCE declares that certain infi Panlalawigan Ordinance No. 22	frastructure works should be constructed in 3, s. 2021 namely: Closed Senitary Landfill), Brgy.

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

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred Sixty (160) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 23, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the wipping bidder/s two (2) bidding envelopes
 - b. Bid Sccurity
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Six Million Seven Hundred Fifty-Nine Thousand Two Hundred Righty-Six Pesos & 87/100 (P 6,759,286.87). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 23

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Million Twenty-Seven Thousand Seven Hundred Eighty-Six Pesos & 06/100 (P 2,027,786.06)

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

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

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

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

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

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

9

D

referred thereto: The process of arbitration under the foregoing law shall be assurated part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 12 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 hable 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 DEC 10 ZOZI at Antipolo City.

SAN ICMEDIO BUILDERS, INC.

Entity/Firm/Corporation

Proprietor/Manager/President

LOLITA'B. DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNARI

Governor

WITNESSES

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

angono, rizai

) S.S.

BEFORE ME, a Notary Public for and ANGONO RIZE onally appeared the following

Name/Entity

Valid ID Presented

Date

Place

HON. REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manila

MARIO C. SANDIL

TIN NO. 007-857-800

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

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

Improvement/Concreting of Road (Near MADA Closed Sanitary Landfill), Brgy. Pintong Bukawe, San Mateo, Rizel

day of DEC : 8 761; at Rizal Provincial Capitol, ATTY: ANNA MARIE L. SAN'I NOTARY PUBLIC WITNESS MY HAND AND SEAU this __ ANGUNO, RIZAL for Angeno, Binangonan & Cardo 24 Doc No all in the PROVINCE OF RIZA

Book No. Senes 20 🛊

NOTARY PUBLISH December 31 Adm Matter No. 17-90 Roll of Attorneys No. 59250 :BP Lifetimo Member No. 016632 MCLE Compliance No.VI-00078 Valid until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021

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

Dear Mr. Billog:

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

Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court & Construction of Covered Pathwalk at Brgy. Gulod Malaya and Brgy. Maly, San Maleo, 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,

Governor

Lacknowledge receipt of this Notice on:

2 - 14 - 74

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN ST. BILOG

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF REZAL, 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
GKB BUILDERS , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizel and herein represented by its Proprietor/President/General Manager, GERALD KENN S.J. BILOG of legal age, Filipine citizen, single/married, resident of Morong, Rizel hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggumang Panlalawagan Ordinance No. RPSB Res. No. 10, 8, 2021 namely:
Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court & Construction of Covered Pathwelk at Brgy. Gulod Melaye and Brgy. Mely, Sen Mateo, Rizel
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding field last 5 November 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Five Hundred Eighteen Thousand Five Hundred Tventy-Five Peace 6 76/100 (P 1,518,525.76), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto bereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents. Approved Plans. Program of Works and Specifications. General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a SP Ordinance No. RPSB Res. No. 10, s. 2021
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 Redding Doggments including all the doggments/statements contained in the winning
ar - Magring I legispagnia including oil the decompositivistements contained in the impositiv

A

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

bidder/s two (2) bidding envelopes

i. Addenda and Supplemental Bulletin.

b. Bid Security

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

3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Cae Million Five Hundred Eighteen Thousand Five Hundred Twenty-Five Pesos 6

76/100 (P1,518,525.76). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Fifty-Five Thousand Five Hundred Fifty-Seven Pesos & 73/100 (P 455,557.73)

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;

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

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

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

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

4

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing 24 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 fuvor 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 (NEC 10 2021 day of at Antipolo City.

GKB BUILDERS

RIZAL PROVINCIAL GOVERNMENT

Eulity/Firm/Corporation

By:

GERALD KEW S.J. BILOG

Proprietor/Manager/President

LOLITA B. DE GUZMAN

By:

REBECCA'A, YNAF Governor

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

Passport No. P8239281A

August 5, 2028

Manila

GERALD KENN S.J. BILOG

TIN NO. 196-519-323

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

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

Repair/Repainting/Improvement of Yneres Multi-Purpose Covered Court & Construction of Covered Pathwalk at Brgy. Gulod Malays and Brgy. Nely, San Mateo, Rizel

WITNESS MY HAND AND SEAL this ______day &EC + 0 2021 Capitol, Antipolo ANGONO, R17AL

at Rizal Provincial.

*188*4 Doe No. Page No 58 .

3_... Book No. Serias 20 , ವ್ಯಕ

0.16632 /P/ (ta)



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

10 December, 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 Asphalt Overlaying/Concrete Reblocking (portion) of Various Roads, Brgp. Sta. Ana, San Mateo, Rigal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA & YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

11/05/2021 # -25



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

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

FLAG CONSTRUCTION CORPORATION , a sole proprieturship private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address in Binangonen, Rizel , and serem represented by its Proprietor/President/General Manager, Gibbs ARAM , of legal age. Filipino catizen, single/married, resident of Binangonen, Rizel , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggianang Panlalawigan Ordinance No. 31, 8, 2021 unamely

Asphalt Overlaying/Concrete Reblocking (portion) of Various Roads, Brgy. Sta. Ans, San Mateo, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lovest Calculated Responsive Bid in a public bidding held last November 2021 has accepted ind binds itself to undertake the construction and completion of the above said infrastructure works stretly 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 Ten Million Three Hundred Sixteen Thousand One hundred Seventy Two recosts 45/100 [pl0,316,172.45], Philippine Currency.

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

One Hundred Forty

Calendar days, in accordance within provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, Generalad 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 gd are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No.31, 5. 2021
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d Plans and Specifications
- e. Construction 2-hedule
- f. Request for Expression of Interest
- Bidding Documents including all the documents/statements contained the winning bidder/s two (2) bidding envelopes
- h Bid Security
- 1. Addenda and Supplements Bulletin
- j. Notice of Award of Contractor and the Contractor's Conformity thereto
- In consideration of the paymen to be made by the PROVINCE to the ONTRACTOR, the
 latter hereby covenants with the PROVINCE a construct and complete the infrasquare works subject of
 this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACIOR theamount of PESOS Ten Million Three Hundred Sixteen Thousand One Hundred Seventy-Two Pesos

 Currency, in consideration of the construction and one upon completon of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a cutract price athe time and in the manner production by the Contract and specified in the Bid and as agreed upon by the Contractor;

#

84

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Million Ninety-Four Thousand Eight Hundred Fifty-One Pesos 4 74/100 (P3,094,851.74)

Philippine Currency, as a measure of pustuates for the faithful correlies to th

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

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

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

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

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

Come

d

146

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 X 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 DEC + 8 2021 day of at Antipolo City.

FLAG CONSTRUCTION CORPORATION

Entity//Firm/Corporation

By:

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES

Governor

WITNESSES

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY S.S.

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

NOTARIAL ACKNOWLEDGMENT

Name/Entity Valid ID Presented Date Place
HON REBECCA A YNARES Passport No P8239281A August 5, 2028 Manila
FERNANDO ARADA TIN NO. 007-885-673

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

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

Asphelt Overlaying/Concrete Reblocking (portion) of Various Roads, Brgy. Sta. Ana, San Mateo, Rizal

250 103	021
WITNESS MY HAND AND SEAL this	day of, at Rizal Provincial Capitol,
Antipoly@GGONO, RIZAL	ATTY AND MAPRE L. SECTOS
Doc No. 282	NO 1991 NO 10 for organo Protocopi N. Cardena
Page No. SB Book No 9	91 (0.15) 1 (1.50) 1
Series 20 21	dm. Matter No. 17-000
	Religiation in APC 30250
	BP Lifeamo (weredonido (018032 -R) /
	MGLE Obitation eta Antiko / Sa Maio Lindi y partirio Bulziz



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

10 (December, 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 UBLADAS CONSTRUCTION CORP. that work may proceed on the Construction of Steel Water Tank, Water Pressure Tank w/ Booster Pump, and Pump House at Dolores Elem. School, Brgv. Dolores, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

J> (2.>)

lail

11/05/2021 # 26

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

KIT UBIADAS CONSTRUCTION CORPO	RATION a sole proprie	torship/private corporation, duly
organized and existing under the laws of t		
and office address as Binang	onen, Rizel , and	herein represented by its
Proprietor/President/General Manager,	LAURO M. UBIADAS	of legal age, Filipino
citizen, single/married, resident of	Binangonan, Rizal ,	hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntong Panlalawigan Ordinance No. 31, 8, 2021 namely:

Construction of Steel Water Tenk, Water Pressure Tank w/Booster Pump and Pump House at Dolores Elementary School, Brgy. Dolores, Taytay, Rizal

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

- J. The whole works subject matter of this Agreement shall be completed within Forty (40) calendar days, in accordance with the provisions of the Bid Doctments, 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. 31, a. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Hundred Sixty-Eight Thousand Three Hundred Eighty-One Pesos & 24/100

 (P 468,381.24), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.





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

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

Fourteen Pesos & 37/100 (P 140, 514.37)

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 fidding Documents;

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Smuctural 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 poyable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

Land

186

K

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

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

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

KIT UBIADAS CONSTRUCTION C	MULTINGOODAY	D17.41 D	ROVINCIAL GOVE	DMMEST
Entity/Firm/Corporation	MILITANITAN	NIZAL F	KOY INCIAL OUYE	10,41616.141
By:		By:	8	
LAURO M. UBIADAS		R	EBECCA A. YNAR	ES
Proprietor/Manager/President			Governor /	4
1/12/	WITN	ESSES		
17			X	
LOLITA B. ĐẾ GUZM	IAN		MA. VICTORIA B.	TEJADA
N N	OTARIAL ACKI	NOWLEDGA	MENT.	
REPUBLIC OF THE PHILIPPINE	(S)			
MECHORICAL):	S.S.			
BEFORE MF. a Notary Po	iblic for and in An	tipolo City, p	ersonally appeared th	e following
Name/Entity	Valid fD	Presented	Date	Place
HON REBECCA A. YNARES	Passport No	P8239281A	August 5, 2028	Manila

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

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

Construction of Steel Water Tank, Water Pressure Tank w/Booster Pump and Pump

House at Dolores Elementary School, Brg	/. Dologes, Taytay, Klzai
WITNESS MY HAND AND SEAL this Capital Antipole City. Zhu. Doc No	day of The Diff, at Rizal Provincial ATTY ANNA MARIE E. 98,4TOS 407 Anguno Pertuguese. X Cardons ell in the PROVINCE OF RIZAL NOTARY PUBLICATION 31.244 PTR W. 1001 A. 2525 Resignation 32.305 SP Life incompanion 33.305 Wichel Completes No.VI-0007887 Volume 14 pc. 30.3027
	and the state of the state of the state of



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021.

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBLADAS CONSTRUCTION CORP,—that work may proceed on the
Repair/Repainting of Ynares School Building at Hapay na
Mangga Elem. School, Brgy. Dolores, Taylay, 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,

Governor A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

13.15. Y

LAURO A. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

KTT UBIADAS CONSTRUCTION CORPORATION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizel , and herein represented by its Proprietor/President/General Manager, LAURO M. UBIADAS , of tegal age, Filipino tinizen, single/married, resident of Binangonan, Rizel , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggumang Panlolawigan Ordinance No. RPSB Res. No. 10, s. 2021 namely:

Repair/Repainting of Ynares School Building at Hapay me Mangga Elementary School, Brgy. Dolores, Taytay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 5 November 2021 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Nine Hundred Twenty Thousand Three Hundred Eighteen Person 4 81/100 (P 1,920,318,81), Philippine Currency.

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

- 1. The whole works subject nuster of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract. Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. RPSB Res. No. 10, c. 2021
 - Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - Bid Security
 - i Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Nine Hundred Twenty Thousand Three Hundred Eighteen Pesos & 81/100 (P1,920,318,61), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

Pesos & 64/100 (P 576, 095.64)

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 (loads, 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 resemble 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;
- 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

00

AH.

0/

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

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 sait 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 parries have hereunto signed this Agreement this _ ____ ANGONO RIZAL KIT UBIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: LAURO M. UBTADAS REBECCA A. YNARI Proprietor/Manager/President WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES).) S.S. ANGUNUPRILL

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

Place Name/Entity Valid ID Presented Date HON REBECCA A YNARES Passport No. P8239281A August 5, 2028. Manila LAURO M. UBIADAS TIN NO. 008-410-689

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

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

Repair/Repainting of Ynames School Building at Hapay na Mengga Elementary School, Brey, Dolores, Taytay, Rizel

WITNESS MY HAND AND SEAL dos	day of OEC O zuci , at Rizal Provincial
Capitol, Antipoto City P. 77.	ATTY ANNA MARIE L. SANTOS
Doc No 308	NO NOT TRUBUIC for Angono in Franço, with Cardona
Page No. 43 Book No. 3	NOTARY PUBLIC DE STAN
Series 20 4	Adu: Matter No. 19-06
	Renef Abort typ No. 30230
	AP diletingt (warmouth No. 0.18632 (Rev.
	MCLE Compliants No.VI-0007881. Valid until Apr., 1-1, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 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 Repair/Repainting of Ynares School Building at Simona Elem. School, Brgy. San Isidra, Taytay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

Lacknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

3. 12.24

LAURO A. UBIADAS

28

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

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

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 10, s. 2021 namely:

Repair/Repainting of Ynares School Building at Simons Elementary School, Brgy. San Isidro, Taytey, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 5 November 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Three Million Five Hundred Forty-One Thousand Six Hundred Thirty-Five Pesos & 37/100 (P 3,541,635.37), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred Fifteen (115) 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 Bidletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. No. 10, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - b. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Five Hundred Forty-One Thousand Six Hundred Thirty-Five Pesos

 8 37/100 (P 3,541,635,37). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner presembed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Sixty-Two Thousand Four Hundred
Ninety Pesos & 61/100 (P 1,062,490.61)

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

- 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 erabodicd in the General Accounting Auditing Matual (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. (Ince the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

0.00

4

 φ

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 74 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 hable 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 - ANGONO RIZAL KIT UBLADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: LAURO M. UBIADAS REBECCA A. YNARJ Proprietor/Manager/President Governor WITNESSES MA. VICTORIA , TEJADA LOLITAB, DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES).) S.S. ANGENO CITY HEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Dake Name/Entity August \$, 2028 Munila ION REBECCA A YNARES Passport No. P8239281A LAURO M. UBIADAS TIN NO. 008-410-689 All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively

acknowledgment that the same is then free voluntary act and deed as well as the entity that they respectively present.

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

Repair/Repainting of Ynares School Building at Simona Elementary School, Brgy. San Isidro, Taytay, Rizal

WITNESS MY HAND AND SEAL this	day of _i+ _ l _u at Rizal Provincial
ANGONO PO ZEL	ATTY ANNIA HATTE L. CHARLES
Doc No. 207	Disconning of California
Page No. 67	for Angono, Bulland Angonomic Province OF RIZAL all in the PROVINCE OF RIZAL NOTARY PUBLICIDES 31 24/
Series 20 %	
Series 20 4.	PTR NO LETAKE RIZEL ROLL OF Attorneys No 69250 Roll of Attorneys No 69250
	IBP Lifetime Member No. VI-0007883
	Valid until April 14, 2022



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

10 December, 2021

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloe Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION—that work may proceed on the Construction of Stone Musonry for Slope Protection at Mamuyao River at Brgy, Sto. Niño, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

12.13.2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PR	COVINCE	AL GOV	ERNMENT	OF RIZ	A.L., a local go	overnme	nt unit,	duly organ	ized and
existing	under	Republic	Act No	7160, will	seat of	government	at the	Rizal	Provincial	Capitol,
Circumi	ferential	Road cor	per P. Oli	veros St., B	rgy. San l	Roque, Antip	olo City	repres	sented in th	is act by
its GOV	ERNO	R, HON.	REBECO	CA A. YNAI	RES, here	in referred to	us the P	ROVE	NCE; and	
					·					

ANROL CONSTRUCTION		a sole propriet	orship/priva	te сигрога	ation, duly
organized and existing under the laws of the land office address at Pacing Ci	Republic of	the Philippines,		ipal place o	of business
Proprietor/President/General Manager,	CLARENCE		, of	legal ago	, Filipino
citizen, single/married, resident of P	esig City	,	hereinafter	referred	to as the
CONTRACTOR, WITNESSETH, That,					

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggunsang Panlalawigan (Irdinance No. 23, 5, 2021 namely:

Construction of Stone Mesonry for Slope Protection at Memuyeo River at Brgy. Sto. Nino, Teney, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 5 November 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Million Sixty-Four Thousand Two Hundred Ninety-Five Pesos 6 07/100 (P 5,064,295.07), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred Sixty (160) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletias, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - SP Ordinance No. 23, v. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s (wo (2) bidding envelopes
 - Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the Matter bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

 Five Million Sixty-Four Thousand Two Hundred Ninety-Five Pesos & 07/100

(P 5.064.295.07), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the marner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

V

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract; 29
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Five Hundred Ninetten Thousand
 Two Hundred Eighty-Eight Pesos \$ 52/100 (P 1.519.288.52)

 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;
- 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 resclind 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 CONFRACTOR 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 desputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Luw" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

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

bunefit 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. DEC 10 2021 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______ day of at Antipolo City. ANNOL CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation 13v: CLARENCE CACHO REBECCA A. YNARI Proprietor/Manager/President Governor WITNESSES B. DE GUZMAN 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 Manda CLARENCE CACHO TIN NO. 151-542-125 All known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of Stone Mesonry for Slope Protection at Memuyao River at Brgy. Sto. Nino Teney Rizal DEC 10 2021

WITNESS MY HAND AND SEAL this day of at Rizal Provincial
Capitol, Antipolographic, R17Al

Doc No 290
Page No 39
Book No. 3
Series 20 2)

WITNESS MY HAND AND SEAL this day of at Rizal Provincial

ATCV ANNA MARIE L. SAN FOS NO SAN POPULATE L. SAN FOS NO SAN POPULATE



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

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

ANROL CONSTRUCTION—that work may proceed on the

Construction of Stone Masonry for Slope Protection of Corner of Narra St., Brgs. Sto. Niño, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

Lacknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

12.13.11

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

ANROL CONSTRUCTION	, a sok	proprietorship/private o	orporation, duly
organized and existing under the laws of the and office address at Pesig Proprietor/President/General Manager,	ne Republic of the Pi City CLARENCE CAC	tilippines, with principal p and herein repres	lace of business ented by its Lage Filipine
citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Pasig City	lereinafter refe	rred to as the
WHEREAS, the PROVINCE deck pursuant of the Sangguniang Panlalawigan	ares that certain infr	astructure works should b	
persuant of the benggaming / article right	CALIFORNIACE TAIN	9 8 6061	namely:
Construction of Stone Mason Brgy. Sto. Nino, Teney, Riz	ry for Slope Pr al	otection at Corner 4	Nexue St.
WHEREAS, the CONTRACTOR,	warrenting that it be	as the financial and techni	ical competence
to undertake the above said infrastructure v	works, has been deel	ared as the Lowest Calcul-	ated Responsive
Bid in a public bidding held last 5 Nove	mber 2021	has accepted and hinds its	elf to undertake
the construction and completion of the ab	xove said infrastructi	ure works strictly in acco	rdance with the
following standards set forth in the bid doc consideration of the amount of Two M	illion Two Hund	red Twenty-Eight Tho	usend Four
Hundred Seventy-Four Pesos & 32/	100 (P	2,228,474.32), Philip	pine Currency,
NOW THERESONS 4			
NOW. HEREPORE for and in	- PORTO CARDON CONTRACTOR - PART - 1884	w foregoing premises. Th	
hereby agree as follows;	consideration of d		e parties hereto
hereby agree as follows: 1. The whole works subject	matter of this A	Agreement shall be con	mpleted within
I. The whole works subject Ninety (90)	matter of this A	Agreement shall be con	mpleted within
I. The whole works subject Ninety (90) Documents, Approved Plans, Program of Coutract, Supplemental or Bid Bulletins.	matter of this A calendar days, in a Works and Specifica if any, and support	Agreement shall be concordance with the provisations, General and Specialing/related documents as	mpleted within tions of the Bid al Conditions of required by the
hereby agree as follows: 1. The whole works subject Ninety (90) Documents, Approved Plans, Program of Contract, Supplemental or Bid Bulletins, 2016 Revised Implementing Rules and Reg	matter of this A calendar days, in a Works and Specifica if any, and support julations of Republic	Agreement shall be concordance with the provisations, General and Specialing/related documents as	mpleted within tions of the Bid al Conditions of required by the
I. The whole works subject Ninety (90) Documents, Approved Plans, Program of Coutract, Supplemental or Bid Bulletins.	matter of this A calendar days, in a Works and Specifica if any, and support julations of Republic	Agreement shall be concordance with the provisations, General and Specialing/related documents as	mpleted within tions of the Bid al Conditions of required by the

- b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate.
- d. Plans and Specifications.
- Construction Schedule
- f. Request for Expression of Interest
- Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- Addenda and Supplemental Bulletin.
- Notice of Award of Contract and the Contractor's Conformity thereto.
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Two Hundred Twenty-Eight Thousand Four Hundred Seventy-Four Pesos 8 32/100 (P 2,228,474.32), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

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

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

Forty-Two Pesos & 30/100

(P 668,542.30

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

- 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 Manuel (GAAM), naless 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 reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

1

4

4

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

at Antipolo	City.
ANROL CONSTRUCTION Entity/Firm/Corporation	RIZAL PROVINCIAL GOVERNMENT
By: If by by	ву.
Proprietor/Manager/President	REBECICA A. YNARES
/	WITNESSES
LOLITAB. DE GUZMAN	MA. VICTORIAB. TEJADA
NOTARIA	L ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

ANTIPOLO CITY (S.S.

BEFORE ME, a Notary Public for and in NGONC B. personally appeared the following

Name/Entity Valid IO Presented Date Place
HON, REBECCA A, YNARES Passport No. PR239281A August 5, 2028 Manile
CLARENCE CACHO TIN NO. 151-542-125

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

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

Construction of Stone Mesonry for Slope Protection at Corner of Nerra St., Brgy. Sto. Nino, Tensy, Rizel

WITNESS MY HAND AND SEAL this	day ofDEC 1	li 1911 at Rizal Provincia
Capitol, Antiberano, RIZA		7.00

Doc No. 291
Page No. 60
Book No 3
Series 20 21

FTR NO DARKS IN THE PROPERTY OF RIZAL Adm. Marter No. 17.000

BP L (200) 27 cmar. etc. 319332 43 = 1001 E Gamma (co. No.V) (10.776)



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

10 December, 2021.

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

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to EGF ENTERPRISES AND CONSTRUCTION—that work may proceed on the Repair/Repainting of 1-Storey, 5-Rooms Ynores School Hidg. at Don Domingo Capistrano Elem. School, Brgy. Plaza Aldea, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Lacknowledge receipt of this Notice on

Authorized Signature.

Name of the Representative of the Bidder:

EDWIN G FRANCISCO

91

KNOW ALL MEN BY THESE PRESENTS:

CONTRACTOR, WITNESSETH, That,

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMEN	NT OF REZAL, a local government unit, duly organized and
existing under Republic Act No. 7160, w	with scat of government at the Rizal Provincial Capitol,
	Brgy. San Roque, Antipolo City, represented in this act by
IIS GOVERNOR, HON, RESECCA A, YN	ARES, herein referred to as the PROVINCE; and
	and a second reserved by the said a second second second
FOR ENTERPRISES AND CONSTRUCTION	, a sole proprietorship/private corporation, duly
THE PARTY NAME OF THE CONTROLLING	a sole proprietorship/private corporation, duly
	Republic of the Philippines, with principal place of business
and office address at <u>Teresa</u> .	Sizal , and herein represented by its
Proprietor/President/Goneral Manager.	Teresa, Rizel , hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSE Rev. No. 10, 3, 202 hamely:

Repair/Repainting of 1-storey, 5 cooms Ymeres School Building at Don Domingo Capistrano Elementery School, Brgy. Plaza Aldea, Tanay, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 5 November 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Six Hundred Fifty-Three Thousand Two Hundred Twenty-Six Pesos & 83/100 (P 1,653,226.83). Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Staty-Four (_64_) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. No. 10, s. 2021
 - b. Cartificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning biddet/s two (2) bidding envelopes
 - h. Bid Security
 - Addenda and Supplemental Bulletin.
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Six Hundred Fifty-Three Thousand two Hundred Twenty-Six Pesos 8 83/100 (P_1,653,226,83), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

7

H

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Ninety-Five Thousand Nine Hundred Sixty-Eight Pesos \$ 05/100 (P 495, 968.05)

 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 2005, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______ day of per 10 7071 at Antipolo City.

AND CONSTRUCTION Entity/Hirm/Corporation

By:

By

RIZAL PROVINCIAL GOVERNMENT

Proprietor/Manager/President

WITNESSES

LOLFIA B. DE GUZMAN

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANGONOL PLEASE) S.S.,

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

\ame/Entity

Valid ID Presented

Date

Place

HON REBECCA A YNARES

Passport No. P8239281A

August 5, 2028

Manila

FINITH FRANCISM

TIN NO. 133-189-386

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

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

Repeir/Repainting of 1-storey, 5 rooms Ynames School Building at Don Domingo Capistrano Elementary School, Brgy. Plaza Aldea, Temay, Rizal

 WITNESS MY HAND AND SEAU II 	nisday ofDEC _10_1011. at Rizal Provincial
Canitokia kacina kacina ya:	

ANGUNO, KI ZAL 311

Doc No. Page No. Book No.

Series 20 W.

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

Adm. Matter No. 19 7004 PTR NO. 16-2134 Rizal Roll of Attorneys No. 69250 BP Lifetime Member No. 016632 /Riza

MCLE Compliance No.VI-0007883 did until April 14, 2022



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021.

MR. OLIVER O. AQUINO OLIVER AQUINO CONSTRUCTION Binangonan, Rizal

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to OLIVER AQUINO CONSTRUCTION—that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Don Domingo Capistrano Elem. School, Brgy. Plaza Aldea, Tanay, 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. YNARES
Governor

I acknowledge receipt of this Notice on:

15 J2 30

Authorized Signature:

Name of the Representative of the Bidder:

DLIVER/O. AQUENO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duty organized and existing under Republic Act No. 7160, with scat of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, RESECCA A. YNARES, herein referred to as the PROVINCE; and
CLIVER AQUINO CONSTRUCTION a sole proprietorship/private corporation, duby
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rizal and herein represented by its Proprietor/President/General Manager, OLIVER AQUINO of legal age, Filipine citizen, single/married, resident of Binangonan, Rizal hereinafter referred to as the
Proprietor/President/General Manager, OLIVER AQUINO of legal age, Filipine
citizen, single/married, resident of Binangonan, Rizal , hereinafter referred to as the
CONTRACTOR, WITNESSETTI, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panialawigan Ordinance No. RPSB Res. No. 10, c. 2021namely:
Repair/Repainting of Ynares Multi-Purpose Covered Court at Don Domingo Capistrano Elementary School, Ezgy. Plaza Aldea, Tanay, Rizal
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
Bid in a public bidding held last 5 November 2021 has accepted and binds itself to undertake
the construction and completion of the above said infrustructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in
consideration of the amount of Five Hundred Fifty-Eight Thousand One Hundred
Eighty-Nine Pesos & 47/100 (P 558, 189.47), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto

hereby agree as follows.

- 1. The whole works subject matter of this Agreement shall be completed within (28) 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 Balletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. RPSB Res. No. 10, s. 2021
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - Construction Schedule
 - Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning hidder/s two (2) bidding envelopes.
 - Bid Security
 - Addenda and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Hundred Fifty-Eight Thousand One Hundred Eighty-Nine Pesce & 47/100

 (P_ 558,189.47), Philippine

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







- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hundred Stxty-Seven Thousand Four Hundred F1fty-Six Pesos & 84/100 (P 167, 456.84)

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

Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated berewith, 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 of restitution shall be applicable in the implementation of this Agreement;

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE:
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes to 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 ladostry 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 hidding 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 ferfeiture 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 WHEREOF, the	PONO, RIZAL	a this Agreement this	day o
CLIVER AQUINO CONSTRUCTION	RIZAL PR	OVINCIAL GOVERNME	:NT
Entity/Virm/Corporation			
By: Ox	Ву:	6	
OLIVER AGUINO	RI	EBECCA A. YNARES	
Proprietor/Manager/President		Governor //	
182	WITNESSES		
LOLITA B. DE GUZMAN	N	§A. VICTORYA B. TEJA	.DA
NOT	ARIAL ACKNOWLEDGM	IENT	
REPUBLIC OF THE PHILIPPINES)			
ANTIPOLO CITY.)S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, per	rsonally appeared the follo	wing
Name/Entity	Valid ID Presented	Date Ph	ace
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028 Ma	nila
LIVER AGUINO	TIN NO. 182-311-289		

πd ŀУ present.

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

written and has been signed by the parties hereto in each	and every page hereof, refers to the Agreement for:
Repair/Repainting of Ynares Multi-Purpose Elementary School, Ergy. Plaza Aidea, Ten	Covered Court at Don Domingo Capistrano way, Rizal
Capitol, Artipolo City Doe No. 297 Page No. 47 Book No. 3 Series 20 14	ATTY ANNA MARIE L. SAMTOS NOTARY PUBLIC for Angono, Binangonan & Cardona NOTARY PUBLIC FOR ANGONA



OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

10 December, 2021

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the Repair/Repainting of Traces School Buildings at Prinza Elem. School, Brgy. Prinza, 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. YI

Governor

. .

Lacknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

2.13 7

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 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

YAKALER CONSTRUCTION AND SUPPLIE	ES , a sole propriet	orship/private corporation, duly
organized and existing under the laws of the	Republic of the Philippines,	with principal place of business
and office address atMorong.	Rizel , wid	herein represented by its
Proprietor/President/General Manager,	EDWIN B. RIVERA	of legal age, Filipino
citizen, single/married, resident of	Morong, Rizal ,	hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	2 0. o. e.	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 10_y s. 2021 namely:

Repair/Repainting of Ymares School Buildings at Prinza Elementary School, Brgy. Prinza, Teresa, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 5 November 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million One Hundred Thirty-Four Thousand Seven Handred Thirty-Four Person 6 38/100 (P 1,134,734,38), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications. General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. No. 10, s. 2021
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s (wo (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million One Hundred Thirty-Four Thosand Seven Hundred Thirty-Four Pesos & 38/100 (P 1,134,734.38), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



16

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

33

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Forty Thousand Four Hundred Twenty Pesos & 31/100 (P 340,420.31)

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 bis 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 Finity may rescand or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

q//

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 33 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 hidding 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.

(ALER CONSTRUCTION AND SUPPLI Entity/Firm/Corporation	<u>ES</u> RIZAL PR	OVINCIAL GOVE	RNMENT
By:	Ву:	- 2	
Proprietor/Manager/President	RE	Governor A	ES
10,1	WITNESSES	//	
LOLITA B. DE GUZMAI	N A	и, уісто я в.	TEJADA
NOT	TARIAŁ ACKNOWŁEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANGIBOLO CITY 15.5			
ANGONO, RIZAL			
BEFORE ME, a Notary Publ	ic for and in Antipolo City, per	rsonally appeared the	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
HON REDECCAA TAARES			

n and uvely

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

Repair/Repainting of Ymares School Buildings at Prinza Elementary School, Brgy, Prinza, Teresa, Rizal

WITNESS MY HAND AND SEAL this	day of	at Rizal Provincial
Capitol, Artipolo Cay Capitol, Artipolo Cay Page No. 296 Page No. 6/		ATTY ANNA MARIE L. SAN'TOS NOTARY PUBLIC for Angono, Binangonan & Cardona NOTARY PUBLICUE OF RIZAL
Series 20 1/		Adm Matter No. 14-46 PTR NO. 1617 Rizal Roll of Attorneys No. 69250 IBP Lifetime Member No. 016632 /Riz MCLE Compliance No.VI-0007883 Velid until April 14, 2022