

### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

19 March, 2021

MR. ARNEL M. GOTO A.M. GOTO CONSTRUCTION Binangonan, Rizal

Dear Mr. Goto:

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

A.M. GOTO CONSTRUCTION that work may proceed on the

Repainting/Improvement of Ynares Multi-Purpose Covered Court at Regr. Son Isideo, Angono, 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 A. YNARES

Governor

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

J 22 30 W

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, existing under Republic Act No. 7160, with scat of government at the Rizal Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represits GOVERNOR, HON. RESECCA A. YNARES, herein referred to as the PROVINGE.	Provincial Capitol sented in this act by
A.N. GOTO CONSTRUCTION a sole proprietorship/private organized and existing under the laws of the Republic of the Philippines, with princip and office address at <u>Binongovan</u> , <u>Rizol</u> , and herein reproprietor/President/General Manager, <u>ARMET M. GOTO</u> of citizen, single/married, resident of <u>Binongovan</u> , <u>Bizol</u> , hereinafter ref. CONTRACTOR, WITNESSETH, That,	e corporation, duly bal place of business presented by in
WHEREAS, the PROVINCE declares that certain infrastructure works should pursuant of the Sangguniang Panlalawigan Ordinance No23, s. 2020	ld be constructed in namely:
Repainting/Improvement of Ynames Multi Purpose Covered Cour Brgy. Sen Isidro, Angono, Rissl	tet
WHEREAS, the CONTRACTOR, warranting that it has the financial and, to undertake the above said infrastructure works, has been declared as the Lowest Ca. Bid in a public bidding held last <u>A. Fabruary 2021</u> , has accepted and bind the construction and completion of the above said infrastructure works strictly in a following standards set forth in the bid documents, approved plans, program of works consideration of the amount of <u>Rigot Handerd Tourty-Four Thousand For</u> 34/100 (P.834,046,34 ), Pl	Iculated Responsive is itself to undertake accordance with the and specification in tv-Six Penes
NOW, THEREFORE, for and in consideration of the foregoing premises hereby agree as follows:  1. The whole works subject matter of this Agreement shall be	8: 51 - 665
Pighty (30 ) calendar days, in accordance with the p Documents, Approved Plans, Program of Works and Specifications and supporting which are integrated herewith and incorporated herein by way of reference, namely:	rovisions of the Hi
a. SP Ordinance No. 23, st. 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate	
d. Drawing, Plans and Specifications e. Construction Schodule f. Request for Expression of interest	
g. Bidding Documents including all the documents/statements contained in the bidder/s two (2) bidding envelopes h. Bid Security	e winning
<ol> <li>Addenda and Supplemental Bulletins</li> <li>Notice of Award of Contract and the Contractor's Conformitythereto</li> <li>Credit Line Certificate/NFCC/Certificate of Cush Deposit issued in accordance and Regulations implementing R.A. No. 9184</li> </ol>	ance to the
<ol> <li>In consideration of the payment to be made by the PROVINCE to the C latter hereby covenants with the PROVINCE to construct and complete the infrastruct this Agreement in conformity with the province of the Contract;</li> </ol>	CONTRACTOR, the ture works subject of
<ol> <li>The PROVINCE hereby covenants to pay the CONTRACTOR the Eight Busined Thirty-Four Thousand Furty-Six Pesce &amp; 36/100 (P.534,046.36</li> </ol>	
Currency, in consideration of the construction and only upon completion of the unless otherwise agreed by the parties, subject of this Agreement as a contract price a manner prescribed by the Contract and specified in the Bid and as agreed upon by the	infrastructure work it the time and in th

- 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;
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS TWO Bendered FIFty Thousand Two Eurodeen

Thirteen Peror 6 90/100

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period.
- 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 Regulations Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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

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

- 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 duration of the contract. CONTRACTOR shall regularly present a tax elearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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Aspert.

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. 9188, and its Implementing Rules and Regulations, shall make the CONTRACTOR hable for civil hability or damages, which may either consist of fiquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have bereamto signed this Agreement this \_ M Antipolo Sits IZAL A.H. GOTO CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Emity/Firm/Corporation By. By REBECCA A YNARES ANNEL N. GOTO Governor & Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) 188 ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following: Valid ID Presented Date Place Name/Entity HON REBECCA A YNARES Passport No. P8219281A August 5, 2028 Manda TIN NO. 237-410-542 ARREL M. GOTO

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 in well as the entity that they respectively present.

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

Repainting/Improvement of Ynaras Multi Purpose Covered Court at Brgy. San Isidro, Angono, Risal

Amipolo City.  Desc No. 379 Page No. 47 Scores 20.20	day of MAR 19 2021 At Rumi Prometal Capitol. ATT ANNA MARIE L. SENTOS NOTARY PUBLIC OF RIZAL WITTARY PIWE December 11 200 PTR NO 100/200 Rizal Roll of Asternays No. 58250 HEF Lifetime Mampair No. 016632 752
	MCLE Completion bin VL0007992

Visite until April 14, 2022



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

19 March, 2021

MR. WILFREDO D. UNIDAD G-J CONSTRUCTION Angono, Rizal

Dear Mr. Unidad

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

G-3 CONSTRUCTION that work may proceed on the

Imprv. of Volleyball Court at Grand Valley Subd., Phase 1, Brgs. Mahabang Parang, Angono, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

Lacknowledge receipt of this Notice on:

3-22 20 M

Authorized Signature

Name of the Representative of the Bidder.

WILFREDO D. UNIDAD

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## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

existing under Republic Act No. 716 Circumferential Road corner P. Oliveror	MENT OF RIZAL, a local government unit, duly organized and the with seat of government at the Rizal Provincial Capitol, is St., Brgy. San Roque, Antipolo City, represented in this act by YNARES, herein referred to as the PROVINCE; and
G-3 CONSTRUCTION	a sole proprietorship/private corporation, duly
	the Republic of the Philippines, with principal place of business to City and herein represented by its ULLFREDO UNEDAD of legal age, Filipino Antipolo City hereinafter referred to as the
WHEREAS, the PROVINCE de pursuant of the Sangguniang Panlalawig	eclares that certain infrastructure works should be constructed in an Ordinance No. 23, a. 2020 namely;
Improvement of Volleybell C Mehabeng Pareng, Angono, Al	ourt at Grand Valley Subd., Phase 1, Brgy.
to undertake the above said infrastructur.  Bid in a public bidding held last <u>A Fo</u> the construction and completion of the following standards set forth in the bid d	R, warranting that it has the financial and, technical competence works, has been declared as the Lowest Calculated Responsive because 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 the landred Elphty-Tun Thousand Ten Bandred (P 982, 226, 14 ), Philippine Currency.
Sixty ( 60	et matter of this Agreement shall be completed within  ) calendar days, in accordance with the provisions of the Bid of Works and Specifications and supporting/related documents
which are integrated herewith and incorp	orated herein by way of reference, namely
a. SP Ordinance No. 23, #.	2020
<ul> <li>b. Certificate of Availability of I</li> </ul>	Funds
<ul> <li>Scope/Program of Work and I</li> </ul>	Detailed Estimate
d. Drawing. Plans and Specifica	tions
e. Construction Schedule	
f. Request for Expression of Into	all the documents/statements contained in the winning
bidder/s two (2) bidding cuve	lones
h Bid Security	at II U
i. Addenda and Supplemental B	ulictins
<ol> <li>Notice of Award of Contract a</li> </ol>	and the Contractor's Conformity thereto
k. Credit Line Certificate/NFCC Rules and Regulations impleme	/Certificate of Cash Deposit issued in accordance to the nting R.A. No. 9184
latter hereby covenants with the PROVI	sent to be made by the PROVINCE to the CONTRACTOR, the NCE to construct and complete the infrastructure works subject of
this Agreement in conformity with the p	revince of the Contract,
3 The BROWNYTE Beesley of	ovenants to pay the CONTRACTOR the amount of PESOS
Mae Bardend Flebrus Tue The	named Two Sundred Teenty-Four Pages &
16/100	(P 982 224 14 ), Philippine
Currency, in consideration of the cons	struction and only upon completion of the infrastructure works

unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Hid 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 Agroement, the Contractor has posted the required performance security of PESOS Two hereford Minuty-Four Toousand Six immitted Sixty-Seven Peros 4 24/100 (P 294,667,24 )

  Philippine Currency, in the form of including found as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agroement 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 XXH of Republic Act No. 9184 states as follows, to wit:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the comulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring-Entity may rescind or terminate the contract, without prejudece 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 bereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto. The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, 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. 918\$, 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/municipality of the Province of Rizal where the infrastructure project or works infere located.

O+3 CONSTRUCTION	RIZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation	ELS CAPE		
By stinded	By-	5	
PLEASAND OWNERS	- R	EBECCA A. YNARE	S
Proprietor/Manager/President		Соминос	
120.	WITNESSES		
LOLITOR DE QUEMAN	A	IA VICTORIA B TE	EIADA
N (3	NOTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPIN			
VNGSLOFO, GLDV.	)S.5.		
BEFORE ME, a Notary P	ablic for and in Antipolo City, po-	monally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
ION REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manula
VILFERNU UNIDAD	TIN NO. 156-191-422		

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

This matrimont, 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 beroof, refers to the Agreement for:

Improvement of Volleybell Court at Crosc Velley Subd., Phase 1, Brgy. Nebberg Fareng, Argono, Risel

WITNESS MY HAND AND SEAL this	day of HAR 19 2021 of Horal Processor Capital
Doc No. 219 Paget No. 2	MUSINEY FURIT IC for Angelor, Binango are & Cardonn of in the PROVINCE OF RIZAL NOTARY WARE PROVINCED TO THE
Series 20 <b>1</b> (	Roll of Attorneys No. 69250  But Lifetime Stember No. 018632 /Rime  WOLE Compresses No. VI. 00075811  Valid your April 45 2022



# NOTICE TO PROCEED

19 March, 2021.

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to 
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the 
Construction of 2-Storey Yuares Multi-Purpose Building at Doña Justa 
Guido Mem. School, Brgy, San Roque, Auguno, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on

W 32 20 W

Authorized Signature

Name of the Representative of the Bidder:

LAURO M. UBIADAS

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF I existing under Republic Act No. 7160, with seat Circumferential Road corner P. Oliveros St., Brgy. S its GOVERNOR, HON, REBECCA A. YNARES,	san Roque, Antipolo City, represented in this act by
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 herein represented by its and office address at Binemgonen, Risel TAURO N. UBIADAS of legal age, Pilipino Proprietor/President/General Manager, Einengonan, Hisal, hereinafter referred to as the citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlalawigan Ordinance No. 23, 2, 2020

Construction of Z-storey Ynerss Hulti-Purpose Suilding at Dons Justs Guide Memorial School, Ergy. San Hoque, Angono, Rizol

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 4 February 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 PSO Million Seven Rundred Seventy-Eight Thousand (P 2,778,080.21 ), Philippine Currency. Mighty Peson & 21/100

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

- 1. The whole works subject matter of this Agreement shall be completed within ( 160 ) calendar days, in accordance with the provisions of the Bid One Hundred Sixty Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 23, +. 2020
  - b. Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) hidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - Notice of Award of Contract and the Contractor's Conformitythereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the · latter hereby covenants with the PROVENCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
    Two Million Seven Hundred Seventy-Elekt Thomsand Elekty Feace 6 21/100 (P 2] 778 JOBO : 21

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 mastner 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 Eight Invoked Thirty-Toran Thomanni Four Penderet Teenty-Four Perce 5 06/100 (P £33,424.05 )

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

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

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"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion 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;

 The CONTRACTOR shall assume all the risk in connection with the completion of the forementioned 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the compenence 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 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/undortaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHERFOF, the parties have hereunto signed this Agreement this ut Auripolo City MAR 1.9 2021 KIT UHIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: LAURO M. UNIADAS Proprietor/Manager/President Governor-Y WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following. Date Phice Valid ID Presented Name/Entity HON RESECCA A YNARES August 5, 2028 Passport No. P8239281A Manila LAURO M. URTADAS 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 Constitution of 2-storey Yntres Multi-Furpose Brilding at Done Justs Guido hearis! School, Serv. Sep. Rosses, Arrespo, Right.

commercer seconds ness, and undone ordinary	DAGE.	
WITNESS MY HAND AND SEAL this Antipolo City  Doc No. 325 Page No. 66 Book No. 2 Series 20 20	_day of	MAR 19 2021 of Event Months Child Ento 10'S  for Angono, instrumental of Cardonia all in the Pricytric's OF SIZAL Unit December 11 24  NOTARY PUBLIC OF MILES SIZAL  Roll of Atlanta No. 198250  (BP Linking Member No. 01632 /Roll MCLE Completed No. VI-0007661
		MULTIC CONTRACTOR TO STATE

Visit unit April 14 2022



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

19 March, 2021

MS. MARIA VICTORIA S. ROXAS MARROX TRADING AND CONSTRUCTION Binangonan, Rizal

Dear Ms. Roxas:

The attached Contract Agreement having been approved, notice is hereby given to MARROX TRADING AND CONSTRUCTION—that work may proceed on the Construction of 2-Storey Foures Multi-Purpose Building (Senior Citizen's Building) at Valleyview Executive Village Phase 1, Brgs. Mayamot, Antipolo, City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A VNARES

Governor 4

Lacknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder

MARIA FICTORIA S. ROXAS

#### 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 an	4
existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol	١,
Circumferential Road corner P. Oliveros St., Bray, San Roque, Antipolo City, represented in this act of	Y,
its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	

a sole proprietorship/private corporation, duly MARROX TRADING AND CONSTRUCTION organized and existing under the laws of the Republic of the Philippines, with principal place of business and herein represented by its Binengonen, Rizal and office address at Proprietor/President/General Manager, MARIA VICTORIA BOVAS , of legal age, Filipino citizen, single/married, resident of Binangonan, Rizal hereinafter referred to as the CONTRACTOR, WITNESSETH, That, of legal age, Filipino

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 23, #. 2020

Construction of 2-storey Ynsres Hulti-Purpose Building (Senior Citizen's Building) at Velleyview Executive Village Phase 1, Brgy. Mayamot, Antipolo City

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last \_\_\_4 February 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 Hillion Five Hundred Six Thousand Five Hundred (P. J. 506, 531, 35 ), Philippine Currency. Thirty-One Percer & 55/100

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

- 1. The whole works subject matter of this Agreement shall be completed within (\_160 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - 23, s. 2020 u. SP Ordinance No.
  - b. Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million Five Handred Six Thousand Pive Handred Thirty-One Pesos & 55/100 (P 3,506,531.55 ). 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 13111on Fifty-One Thousand Nine Bundred PIfty-Rice Peron 4 47/100 (P 1,051,959,47)

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cont 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 bereinafter referred to;
- PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elementee from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duty 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 portinent provisions of Republic Act No. 9180, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consuit of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of my unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

HARROX TRADING AND CONSTRUC Entry/Firm/Corporation	TION RIZAL P	ROVINCIAL GOVES	INMENT
By A.	By	5	
Proprietor/Manager/President	tri	Governor T	S
M	WITNESSES		
LOLITA B DE GUZMAN	N	IA VICTORIA B TI	IADA
REPUBLIC OF THE PHILIPPINE	OTARIAL ACKNOWLEDGMI S) ) S.S.	ENT	
AUTOCONOL FELIZAL	(	and the annexed the	following
BEFORE MF, a Notary Pu	blic for and in Antipolo City, per	вонаму арреатей инс	3550
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. PR2392X1A	August 5, 2028	Manita
HARIA VICTORIA HOXAS	TIN NO. 237-191-511		
all known to me and to me known acknowledgment that the same is the present.	n to be the same person's who can free voluntary act and deed as	recented the foregoing well as the entity that	g instrument and they respectively
A STATE OF THE STA	of three (3) pages including this arries hereto in each and every pag	page wherein this se c hereal, refers to the	knowledgme Agreement (o

Construction of Z-storey Yneres Multi-Purpose Building (Senior Citimen's Building) at Valleyview Executive Village Phase 1, Bray, Naysmot, Antipole

City	The state of the s
Antipolo City	MAR 19 2021 as Reput by Arrival Capitol Capitol ART AND ARTHUR L. SANTUS NOTARY FURLIC Tor Appona, Estangonan & Cardona
Day No. 376 Page No. 67 Hook No. 2 Sener 29. 31	TALE OF STREET O

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## OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

19 March, 2021

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

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to CAMORI BUILDERS AND SUPPLY—that work may proceed on the Improvement of Youres Multi-Purpose Covered Court at Singealan, Brgy. San Roque, Antipolo, City offective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

Governor 4

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

JOMMET G. SANTIAGO

#### 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 a existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capit Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON REBECCA A. YNARES, herein referred to as the PROVINCE; and	tol.
CAMORI BUILDERS AND SUPPLIE , a sole proprietorship/private corporation, d	iily
organized and existing under the laws of the Republic of the Philippines, with principal place of busing and office address at <a href="Morong, Rizel">Morong, Rizel</a> and herein represented by Proprietor/President/ General Manager, <a href="Morong, Rizel">Morong, Rizel</a> SANTTAGO of legal age, Filippetition, single/married, resident of <a href="Morong, Rizel">Morong, Rizel</a> , hereinafter referred to as CONTRACTOR WITNESSETH, Thut,	iti nnc
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 23, #. 2020 namely	d in
Improvement of Yneres Multi-Purpose Covered Court at Singsolan, Mrzy. San Roque, Antipolo City	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compete to undertake the above said infrastructure works, has been declared as the Lowest Calculated Response Bid in a public bidding held last 4 February 2021. has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of Films Hundred Tuenty-Pive Thousand Saven literature.  Therety-One Pusos 6 17/100 (P. 925, 721, 17.), Philippine Current	the the
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:	rioti
The whole works subject matter of this Agreement shall be completed with Sixty (60) calendar days, in accordance with the provisions of the Documents. Approved Plans, Program of Works and Specifications and supporting/related docume which are integrated herewith and incorporated herein by way of reference, namely:  Output  Description:	Bio
a SP Ordinance No. 23, m. 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate	
d. Drawing, Plans and Specifications c. Construction Schedule	
F. Request for Expression of Interest	
<ul> <li>Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> </ul>	
h, Bid Security  i Addenda and Supplemental Bulletina	
j. Notice of Award of Contract and the Contractor's Conformity thereto	
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184	
- 1 III III III III III III III III III	36

U

 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 work—hiect of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Hundred Twenty-Five Thousand Seven Hundred Teenty-One Pasos (P 923,721.17)

Currency, in consideration of the construction and only upon completion of the unless otherwise agreed by the parties, subject of this Agreementas a contract price.

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Standard Seventy-Seven Troussurd Seven (P. 277, 725, 35).

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

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

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

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

8

X 21/- 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 provincess of Republic Act No. 918#, 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/mimicipality of the Province of Rizal where the infinitractore project or works of are located.

IN WITNESS WHEREOF, the parties have beseinte signed this Agreement this AMINISTRING PUZAL MAR 19 2021 RIZAL PROVINCIAL GOVERNMENT CAMORI BUILDERS AND SUPPLY Entry/Firm/Corporation By: By REBECCA A. YNARES SAITITAGO Governol anager/President WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) 188 WNEEDSTOREDWY REFORE ME a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity: Payport No. PR239281A August 5, 2028 Manufa HON REBECCA A YNARES TIN NO. 212-862-431 JONNEL SANTTAGO 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 emity 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 Ymarcs Fulti-Purpose Ocvered Court at Singcelon, Ergy. Sem Moque, Antipolo City

WI Antipole Co	TNESS MY HAND AND SEAL (bits	day of _H	AR 19 2021 A Rand Provincial Capitol ATTY ANNA MATRIE L SHOTYOS MOTARY FUEL C.
Doc No. Page Mo. Book No. 7 Strates 20 21	7n Gu		NOTABLY FUNDE MEDICAL SECTIONS  NOTABLY FUNDE MEDICAL SECTION  PTH NO APPRIL FUNDE SECTION  Roll of Autology Re. 89250
		4	MOLE Completion 76, VI-000758.  Valid until April 16, 2027



## OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

19 March, 2021

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

Dear Mr. Ubiadas

The attached Contract Agreement having been approved; notice is hereby given to 
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the 
Repair and Repainting of Ynares Multi-Purpose Covered Court at 
Maries Village II, Phase I, Brgy, Mayamot, Antipolo, City 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder:

18.45 26 M

LAURO M. UBIADAS

02/04/2021 # 6

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol.
- 3	Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at fring cone, first, and herein represented by its Proprietor/President/General Manager, LAISO H. INTADAS, of legal age, Filipino citizen, single/married, resident of https://doi.org/10.1001/
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangganiang Panlulawigan Ordinance No. 23, #. 2020 namely:
	Repair and Repainting of Toures Hulti-Purpose Covered Court at Maries Village II, Phase I, Regy. Neysont, Antipole City
The second second	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 6 Estatusty 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 Military Two Hundred Party-Six Thousand Elahit (P. 1, 245, 341, 20 ), Philippine Currency.
į,	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 PIfty-Four (54) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:  Output  Description:
	a. SP Ordinance No. 23, v. 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications
2	<ul> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder's two (2) bidding envelopes</li> </ul>
8	h. Bid Security  i. Addenda and Supplemental Bulletins  j. Notice of Award of Contract and the Contractor's Conformitythereto  k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the  Rules and Regulations implementing R.A. No. 9184
	<ol> <li>In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Autrement in conformity with the province of the Contract;</li> </ol>

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 These Handend Seventy-Four Thousand Fifty-Tao Pasos 4 36/100 (P.374,052.36)

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

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

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

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

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

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

works is/are located.			
	, the parties have hereunto Antipole City	signed this Agreement this	sday of
KIT UNLADAS CONSTRUCTION COM	CHAYLON RIZA	L PROVINCIAL GOVER	RNMENT
Entity/Firm/Corporation	2000	Man Arman at a monastrante and a state	U4111-5231 CV
By: LAURO H. URIADAS Proprietor/Manager/President	By:	REBECCA A. VNAR	ES
ls.	WITNESSES	= 0	
LOLITAYB. DEGUZM.	AN	MA. VICTORIAS. TE	JADA
. / N	OTARIAL ACKNOWLE	DGMENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY 15	(S) (.S.		
BEFORE ME, a Notary Po	blic for and in Antipolo Cit	y, personally 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 matrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

Passport No. PET39281.A

TIN NO. 008-510-689

August 5, 2028

HON REBECCA A YNARES

LAURO M. UBIADAS

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 and Repainting of Ynares Multi-Purpose Covered Court at Mariet Village II, Fhase I, Brgy. Mayenot, Antipolo City

WITNESS MY HAND AND SEAL this	day or MAR 1 9 2021	
Antipolo City		for Angono, illiningonino 3. Cardone
Dec No. 216		nti in the PROMINCE OF RIZAL

Doe No. 20 Does No

Roll of Attonness No. 019032 /Fig. SP Lifetime Marchael No. 019032 /Fig. MCLE Compliance No.VI.d007880 Valid only Arek 14, 2027

Manila



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

19 March, 2021

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

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION that work may proceed on the Repair/Repainting of Multi-Purpose Building and Construction of Force at Victoriaville Homes, Upper Luchan, Brgy. Sta. Cruz, Antipolo, City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. VNARES

I acknowledge receipt of this Notice on:

10.055

Authorized Signature:

Name of the Representative of the Bidder

O C. MAGNO

#### 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. 7165, with sent of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgv. San Roque, Autopolo City, represented in this act by its GOVERNOR, HON REBECCA A. YNARES, beggin referred to as the PROVINCE, and

the District and the latter condensation have of the District or the District of the District	a sole proprietorship/private corporation, duly epublic of the Philippines, with principal place of business
and office address at 1971971	DANTLO MAGNO and herein represented by its
entiren, single/married, resident of CONTRACTOR WITNESSETH, That,	ytay, Rissal , hereinafter referred to as the
WHEREAS, the PROVINCE declares oursuant of the Sangguniang Panlalawagan Ord	that certain infrastructure works should be constructed in linance No#3, #4 2020namely;
	one Building and Construction of Penso et en, Magy. Stm. Crum, Antipolo City
to undertake the above said infrastructure work	rranting that it has the financial and, technical competences, has been declared as the Lowest Calculated Responsive by 2021 has accepted and binds itself to undertaken said infrastructure works strictly in accordance with the
following standards set forth in the bid docume	ents, approved plans, program of works and specification is referred. I telego-These Thousand Three Handred

hereby agree as follows:

- 1. The whole works subject matter 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 and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely,
  - 23, #. 2020 a SP Ordinance No.
  - h Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schodule
  - 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 Scentity
  - i. Addenda and Supplemental Bulletius
  - Notice of Award of Contract and the Contractor's Conformity thereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9134
- 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 lamaced Fighty-Topes Tootstand Three Cardred Minety-Seven Peros \$ 62/100 (P. 983, 397, 62 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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,

- 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 Minety-Piwe Thousand Minety-Piwe Minety-Piwe Minety-Piwe Minety-Piwe Minety-Piwe Minety-Piwe M

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

- 6 Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period.
- 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 Beform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Compulting 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 (en 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.
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract beremafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry. Arbitration. Commission to resolved shall be

pH

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/modertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, 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 mit out of the implementation of this Agreement, shall belong to the appropriate court of the cay/municipality of the Province of Rizal where the infrastructure project or

Works is are located	8 09 0 H	W112	923,027
IN WAT TO ZOWHEREOF,	the parties have hereunto sign Antipolo City. ANGONO, RIZAL	ed this Agreement Ilin.	day of
TRANCOM ENGINEERING CONSTRU		PROVINCIAL GOVER	INMENT
By:	By:	4	
Propriety/Manager/President	= 0	GOVERNOR &	\$
184	WITNESSES	8/	
LOLITA B DE GUZMAN		MA VICTORIALI TE	HADA
, C	OTARIAL ACKNOWLEDGS	MENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY	5) 18.8.		
BEFORE ME, a Notary Put	blic for and in Antipolo City, p	ersonally appeared the	following
Name/Emmy	Valid JD Presented	Date	Place
HON REBECCA A, YNARES	Passport No. PR239281A	August 5, 2028	Manile
DANTILO HACNO	TIN NO. 130-861-254	-	
all known to me and to me known acknowledgment that the same is the present.	to be the same person/s who ir free voluntary act and deed i	executed the foregoing is well as the entity that	g immrament an they respectively
This instrument, consisting written and has been signed by the pe	of three (3) pages including the tries beroto in each and every p	in page wherein this ac age hereof, refers to the A	knewledgment i Agreement for
Repair/Repainting of Multi- Victoriaville Homes, Upper	Purpose Building and C Lumban, Brgy. Sts. Cru	onstruction of Fer s, Antipolo City	ne et
WITNESS MY HAND AND Antipolo City	SEAL thisday of _	RITI KARIS	Affect Capes
Tion No. 2772 Page No. 67		for Angono all in the P	Decrees In

PTRANS INCHE

BOIL of Alternoon for 540 A. BP Lifetime Momber No. 01851 MCLE Compliance No VI 000701 Valid until Anni 48 202

Dook No.

Normal 20 7



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

19 March, 2021

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

Dear Engr. Atada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORP. that work may proceed on the Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court at Ynares Village, Brgy. Pantak, Binangonan, Rital effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

8-33-30 M

FERNANDO L. ARADA

02/04/2021 # 8

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Cap Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its GOVERNOR, HON REBECCA A YNARES, began referred to as the PROVINCE; and	ntol,
FLAG CONSTRUCTION CORPORATION a sole proprietorship/private corporation, organized and existing under the laws of the Republic of the Philippines, with principal place of busing and office address at Binnagonen, Rixel and herein represented by Proprietor/President/ General Manager, FERHAND ARADA of legal age. Filicitizen, single/married, resident of Binnagonen, Rixel hereinafter referred to as CONTRACTOR WITNESSETH, That,	iti pino
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 23, #. 2020 namely	d in
Repair/Repainting/Improvement of Ynames Multi-Purpose Covered Court at Ynames Village, Brgy. Pantok, Binangonan, Rizal	6
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compete to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsibility in a public bidding held last _4_Subgusty_2021	take take the
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties be bereby agree as follows:	
The whole works subject matter of this Agreement shall be completed we Seventy (70) calendar days, in accordance with the provisions of the Documents, Approved Plans, Program of Works and Specifications and supporting/related documents are integrated herewith and incorporated herein by way of reference, namely:    Complete   Complete	EFH
a. SP Ordinance No. 23, 5, 2020 b. Certificate of Availability of Funds	
c. Scope/Program of Work and Detailed Estimate	
d. Drawing, Plans and Specifications c. Construction Schedule	
f. Request for Expression of Interest	
g. Bidding Documents including all the documents/statements contained in the winning	
bidder/s two (2) bidding envelopes	
h. Bid Security	

Rules and Regulations implementing R.A. No. 9184 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;

k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Two Bundred Teenty-Two Thousand Hine Hundred Fifty-Four Pages (Pl. 222, 956-55 ). Philippine 6 55/100 (P1, 222, 954.65 ). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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. These thendred Sixty-Six Thousand Eight Hundred Eighty-Six Penon 6 4G/100

  [P 366,886,40 ]

  Philippine Currency, in the form of Performance Book! as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bulding 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 knows as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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 bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RHLATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

works is/are located. IN WITNESS WHEREOF, the parties have becounte signed this Agreement this they of MAR 1 9 2021 at Antipolo Styl I ZAL PLAG CONSTRUCTION COMPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: MIRELLO MARKA OCHAR REBECCA A. YNARES Governor& Proprietor/Manager/President WITNESSES LOLITA M DE GUZMAN TORIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Astipolo City, personally appeared the following

Valid ID Presented Date Pluce Name/Entity

HON REHECCA A YNARES

Passport No. P\$239281A

August 5, 2028 Manife

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

Repair/Repainting/Improvement of Youres Hulti-Purpose Covered Court at Youres Village, Brgy. Pentok, Binangonan, Rizal

WITNESS MY HAND AND SEAL this day of MAR 19 2021AT A RELAT PROPERTY CAPITOS

Antipolo City

Doc No. Page No.

Book No.

Series 20 W

for Angono, Birrang Tran & Cardona all in the PROVINCE OF RIZAL

Until Geasiliber 11

NOTARY PERENCULATION PROPERTY Roll of Alliotheys No. E9250 IBP Lifetime Mander No. 016632 (R.zw. MCLE Compilation No. VI-0007881 Weller Lord April 14, 2022



### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

19 March, 2021

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

Dear Mr. Ubiadas:

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

KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the

Repair/Repainting of Ynares Multi-Purpose Covered Court, Brgy. Bombong, Binangonan, Rizot

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:

433.363

AURO M. URIADAS

#### 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 CORPORATION, a sole proprietorship/	nivate corpora	tion, dub	y
organized and existing under the laws of the Republic of the Philippines, with p and office address at <u>Bineugonen</u> , <u>Bisel</u> , and herein Proprietor/President/General Manager, <u>LAURO M. UNIADAS</u>	rincipal place (	by it	is.
citizen, single/married, resident of Binengonen, Rigel, hereinafter CONTRACTOR, WITNESSETH, That,	referred to		

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 23, 2, 2020 namely:

Repair/Sepainting of Yneres Nulti-Purpose Covered Court, Brgy, Borbons, Binengones, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 4 February 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Six Handred Thirty-Five Thousand Mine Bandred Eighty Perce 4 41/100 (P 535, 980, 41 ), 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 Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 23, c. 2020
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schodule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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 covenients to pay the CONTRACTOR the amount of PESOS Six Handred Thirty-Five Thousand Indice therefore Sighty Pegos 5 41/100 (P 035, 980.41 ), 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,

he

- 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 Handred Minety Thousand Seven Handred Minety-Four Peros & 12/100</u>

  (P 190, 794.12 )

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without prejudice to other courses of action and romadies 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 afforementioned 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anyfull 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 restriction for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

Entity/Firm/Corporation		RIZALT	ROVINCIAL GOVE	RNMENT
By. elad		By	8	
LAURO H. UBIADAS		3	REBECCA A. VNAI	RES
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/	WITN	ESSES -		
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z (C	NOTARIAL ACK	NOWLEDG	MENT	
REPUBLIC OF THE PHILIPP	INES			
ANTIPOLO CITY	) S.S.			
BEFORE ME, a Notary	Public for and in An	tipolo City, p	ersonally appeared th	e following
Name/Emity	Valid ID	resented	Date	Place
HON REBECCA A. YNARES	Passport No.	P\$239281A	August 5, 2026	Manilo
	TIN NO. 00	e again when		

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 Ynames Hulti-Purpose Covered Court, Ergy. Sembong, - Binengonen, Risel

WITNESS MY HAND AND SEAL this	day of MAR 1 9 2021 A Free MARIE L. SANTON
Antipolo City	for Angeno, Little goder) & Cardoni
Doe No. 324	Unit Designation of the
Pego No. 67	1679V
Beok No. 2 Sering 20 Sf	NOTARY PEREICH AMON Retail Roll of Allomove No. HELEGO

BF Lifetime Mannor No. 018632 /Rich. MCLE Considence No.V: 000768 Valid armit April 16, 2075



#### NOTICE TO PROCEED

19 March, 2021

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to 
S.B. SORIANO CONSTRUCTION that work may proceed on the 
Repair/Repainting/Improvement of Frares Multi-Purpose Covered Court and 
Repair/Repainting of Stage at Pinnyay Elem. School, Brgg, Pinngay, Baras, Rizal 
effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor 9

acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

377 2011

SIDNEY, B. SORIANO

#### KNOW ALL MEN BY THESE PRESENTS:

ř.	This AGREEMENT made and entered into by and b	etween.
Circum	The PROVINCIAL GOVERNMENT OF RIZAL ag under Republic Act No. 7160, with seat of gomerential Road corner P. Oliveros St., Brgy, San Roovernor, HON, REBECCA A. YNARES, herein	overnment at the Rizal Provincial Capitol, que, Antipolo City, represented in this act by
- 5	5.8. SORIAND CONSTRUCTION . a	sole proprietorship/private corporation, duly
organic and Proprie citizen	ized and existing under the laws of the Republic of the office address at Morong, Rings.  Sector/President/General Manager, SLOREY SORE.	e Philippines, with principal place of business and herein represented by its
porsua	WHEREAS, the PROVINCE declares that certain and of the Sangganiang Panlalawigan Ordinance No. [9]	infrastructure works should be constructed in PSR Res. No. 5, s. 2020 namely:
to und Bid in the con	epsix/Repainting/Improvement of Ymeres Hasepaix/Recainting of Stage at Pinagay Electrons, Rizol.  WHEREAS, the CONTRACTOR, warranting that intake the above said infrastructure works, has been a a public bidding held last 4 February 2021 instruction and completion of the above said infrastring standards set forth in the bid documents, approved length of the amount of Fine Handgood Fifty 100	ir has the financial and, technical competence fectured as the Lowest Calculated Responsive ,, has accepted and hinds itself to undertake meture works strictly in accordance with the f plans, program of works and specification in
hereby	NOW, THEREFORE, for and in consideration of y agree as follows:	f the foregoing premises, the parties hereto
Doenn	The whole works subject matter of this Forty (60) calendar days, ments, Approved Plans, Program of Works and Speare integrated herewith and incorporated herein by well.	in accordance with the provisions of the Bid cifications and supporting/related documents
	a SP Ordinance No. RPSB Res. No. 6, s. 20	20
	b. Certificate of Availability of Funds	
	c. Scops/Program of Work and Detailed Estimate	
	d. Drawing, Plans and Specifications	
	e. Construction Schodule	
	f. Request for Expression of Interest	
	g Bidding Documents including all the documents/	statements contained in the winning
	bidder/s two (2) bidding envelopes h. Bid Security	
	i. Addenda and Supplemental Bulletins	
D.	j. Notice of Award of Contract and the Contractor's	Conformitythereto
>	k. Credit Line Certificate/NFCC/Certificate of Cash	Deposit issued in accordance to the
	Rules and Regulations implementing R.A. No. 9184	E 151

2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the · latter hereby covenients 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 Mine Hundred Fifty-Six Thousand Fifty-Four Pages 5 83/100 (P 936, 034, 83 Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
  official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two Hundred Eighty-Six Thousand Eight Historical Sixteen Pesos 6-45/100 (P. 286,816,45).

  Philippine Currency, in the form of Performance Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents:
- 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, whother liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescand or terminate the contract, without 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.
- In this words and expressions shall have the same meanings as respectively assigned to them
  in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

90

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 sait out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or works is/are located

IN WITNESS WHEREON	the parties have hereunto sign Antipolo City ANGONO, KIZAL	ned this Agreement t	hisday
S.B. SORIAND CONSTRUCTION Entry Pirm Corporation	RIZAL P	ROVINCIAL GOVI	ERNMENT
By: SIDNEY SURLED Proprietor/Manager/President	By:	REBECCA A. YNA	RES
LOLITA BADE SIZM	WITNESSES —	А. VICTOR <b>Ж</b> В. Т	EJADA
( N	OTARIAL ACKNOWLEDG!	MENT	
Anumara	S) i.S. blic for and in Antipolo City, p	proceeding assessment the	a follows:
2011	THE STATE OF THE PARTY OF THE PARTY.	a southful althentics in	TELEVISION AND THE PERSON NAMED IN COLUMN NAME
Name/Entity	Valid ID Presented	Dane	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
STONEY SORIANO	TIM NO. 233-687-269		

all known to me and to tric 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 gresent

written and has been signed by the parties bereto in each	ch and every page hereof, refers to the Agreement for
Repair/Repainting/Improvement of Ymeres Repainting of Stage at Pinagey Elementar	Multi-Purpose Covered Court and Sepair/ ry School, Dugy, Pisugay, Peres, Risel
WITNESS MY HAND AND SEAL this Antipolo City Doc No. 384 Page No. 66	day of MAR 1 9 2021 of Rizal Provincial Control for Angulo, Sunnopones & Cardor all in the Provincial Control (will december 91)

NOTARY PUBLIC // O/AS Book No. Reli of Atlantage No. 19250 IBP Lifeting Mismage No. (18633 Plus Series 20.21 MCLE Compliance No. VI-0007883 Visit cell Amy 14, 2022



#### NOTICE TO PROCEED

19 March, 2021

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to 
S.B. SORIANO CONSTRUCTION that work may proceed on the 
Repair/Repainting/Improvement of Yuares Multi-Purpose Covered Court and 
Repair/Repainting of Yuares Stage at Habitat Yuares Village, Brgs. Pinagay, 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 X. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder

2.

SIDNEY, B. SORIANO

02/04/2021 # 11

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

IS GOVERNOR, HON. REBECCA	
S.B. SORIANO CONSTRUCT	
organized and existing under the laws and office address at Monor Proprietor/President/General Manage citizen, single/married, resident of CONTRACTOR, WITNESSETH, Ti	of the Republic of the Philippines, with principal place of business of, Rinol and berein represented by its of, SIDMEY SURLAND, of legal age, Filipino of Morong, Rinal, bereinafter referred to as the
WHEREAS, the PROVINCE pursuant of the Sangguniang Panlalaw	declares that certain infrastructure works should be constructed in igan Ordinance No. 23, #. 2022 namely:
Repeir/Repeinting/Improved	ment of Ynarus Multi-Furpose Covered Court and se Stage at Habitst Yneres Village, Brgy. Pinugsy,
to undertake the above said infrastruc Bid in a public bidding held last	FOR, warranting that it has the financial and, technical competence sure works, has been declared as the Lowest Calculated Responsive February 2021 , has accepted and binds itself to undertake the above said infrastructure works strictly in accordance with the discurrents, approved plans, program of works and specification in Hillion Seventy-Free Thousand Sixty-Four Perce (pt., 075, 064, 72 ), Philippine Currency.
VIOLET PREPARED FOR ALL	at is accordangles of the forenoine premises, the parties berete
hereby agree as follows:	nd in consideration of the foregoing premises, the parties hereto
1. The whole works sub Severity	ject matter of this Agreement shall be completed within) calendar days, in accordance with the provisions of the Big gu of Works and Specifications and supporting/related documents
1. The whole works sub Severity O Documents, Approved Plans, Progra which are integrated herewith and inc	pject matter of this Agreement shall be completed within ) calendar days, in accordance with the provisions of the Bism of Works and Specifications and supporting/related documents or
1. The whole works sub Severity No. 23, #.	ject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bian of Works and Specifications and supporting/related documents or
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1. The whole works sub- Severity (7) Documents, Approved Plans, Progra- which are integrated herewith and inci- a. SP Ordinance No. 25, %, b. Certificate of Availability of c. Scope/Program of Work and d. Drawing, Plans and Specificate, Construction Schedule f. Request for Expression of I. g. Bidding Documents include bidder/s two (2) bidding on h. Bid Security i. Addenda and Supplemental j. Notice of Award of Contract k. Credit Line Certificate/NFG Rules and Regulations imples 2. In consideration of the paralleter hereby covenants with the PRO	pject matter of this Agreement shall be completed within a calendar days, in accordance with the provisions of the Bid an of Works and Specifications and supporting/related documents or or porated herein by way of reference, namely.  2020 of Funds ad Detailed Estimate identified Estimate identions interest ing all the documents/statements contained in the winning avelopes.  Bulletins of and the Contractor's Conformitythereto CC/Certificate of Cash Deposit issued in accordance to the monting R.A. No. 9184  syment to be made by the PROVINCE to the CONTRACTOR, the VINCE to construct and complete the infrastructure works subject of
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- The CONTRACTOR warrants that he has not given not promised to give any money or gift to any
  official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Handred Twenty-Two Thousand Five Jamered Performance Security of PESOS Three Handred Twenty-Two Thousand Five Jamered Performance Performance For the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and paintained 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 Manural (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of brench 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 reacind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the EDNTRACTOR 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

IN WITNESS WHEREOF MAR 1 \$ 2021 at	the parties have hereunto signe Antipolo City	d this Agreement th	us day of	
S.B. SURLAND CONSTRUCTION		OVINCIAL GOVE	RNMENT	
Entity/Firm/Corporation	100000	Service and Fa		
By:	By:	3		
SICKET SCHEME	e Ri	Governor	RES	
Proprietor/Manager/President	WITNESSES -	×		
LOLITA B. DE GEZMA	WA MA	. VICTORIL B. T	EJADA	
/ No	STARIAL ACKNOWLEDGM	ENT		
REPUBLIC OF THE PHILIPPINE				
BEFORE ME, a Notary Pu	blic for and in Antipolo City, per	smally appeared th	r fellowing	
Name/Entity	Valid ID Presented	Date	Place	
ION, REBECCA A. YNARES	Passport No. P\$239281A	August 5, 2028	Manila	
SIDNEY SURTANG	TUU NO. 233-687-269			
ill known to use and to me known scknowledgment that the same is the resent.				
This instrument, consisting written and has been signed by the pa	of three (3) pages including this rises hereto in each and every page			
epsic/Reprinting/Improveme epsinting of Ynaces Stage	nt of Yneres Multi-Porpo et Hebitat Yneres Villag	es Covered Cour e, http://Pirespo	t and Depuir/ y, Berre, Risal	É
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		MCLE	Compliance No.VI-	150710

Melit umil April 16, 2022



#### NOTICE TO PROCEED

19 March, 2021

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

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONSTRUCTION that work may proceed on the Improvement of Yuares Multi-Purpose Covered Court and Construction of Stage at Adelina Homes, Brgs. San Isidro, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor &

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

G-32-WH

02/04/2021# 12

#### KNOW ALL MEN BY THESE PRESENTS

This AGREEMENT made and entered into by and between

,	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly or	anized and
existing	under Republic Act No. 7160, with seat of government at the Rizal Province	al Capitol,
Circumf its GOV	erential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in ERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE, and	this act by

and office address at Te Proprietor/President/ General Man			herein represents of legal a	d by its ge, Filipine
citizen, ungle/married, resident CONTRACTOR WITNESSETH,	of Taytay,			to an the
WHEREAS, the PROVIN	CE declares that certain	n infrastructure v	vorks should be co	istructed in

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>4 Polycurry 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 Two MILLIAM Seven (Nuderal Phisty-Four Thousand 51x Application Transfer (P. 2, 736, 620, 56 ), 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 Eighty

  Calculated days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - SP Ordinance No. 23, #, 2020
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - ). Notice of Award of Contract and the Contractor's Conformity thereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit insued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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 to conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

  Two Hillian Seven immered Interpretation Theoremsel Six Bundred Teachty Pason 5

  56/100

  Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementan 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,



8

8

- 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 Fight 13 odered Twenty Thousand Three Bursheed Fighty=Six Peros 5 17/100 (P 620,386,17 )

  Philippine Currency, in the form of Performance Borsi as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated berewith, 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;

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

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

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

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 functions that may be imposed in proper cases, a violation by the CONTRACTOR of anylall 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. 918#, 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.

Introduction over civil cases or anit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rigal where the infrastructure project or works in/are located.

NOTARIAL ACKNOWLEDGMENT

TEIADA

Unite until Anni 14 2027

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

LOLITA B. DE GUZMAN

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

Name/Entity Valid ID Presented Date Place
HON REHECCA A. YNARES Passport No. P8239281A August 5, 2028 Manife
DANTEO MACIO TECHO, 130-261-254

all known to me and to me known to be the same person's who excented the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the centy 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 bereof, refers to the Agreement for

Emprovement of Theres Builti-Furpose Covered Court and Construction of Stegs at Adeline House, Brgy. Sen Island, Cainte, Rimsi

WITNESS MY HAND AND SEAL this	day of HAR 19 2021 of Ricol Roughful Captol,
Page No. 37# Page No. 37 Book No. 2 Sories 20. 28	for Argono, Blassporter & Cardonn will in the PROVINCE OF RIZAL HOTARY MARINE Beammon 31. Adm. Matter No. 15014 PTR NO. 15014 Right
	BP Lifetime Member No. 69250 BP Lifetime Member No. 016632 /Fig.



#### NOTICE TO PROCEED

19 March, 2021

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

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is bereby given to TRANCOM ENGINEERING CONSTRUCTION that work may proceed on the Construction of 8x24m Ynares Multi-Purpose Covered Court & Stage at Francisco P. Felix Mem. National High School, Brgs. Sto. Domlago, Cainta, 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 YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

3 36557

02/04/2021 # 13

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

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

14	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at <a href="Tmytmy">Tmytmy</a> , Right, and herein represented by its Proprietor/President/ General Manager, <a href="Tmytmy">Tmytmy</a> , Right, and herein represented by its Proprietor/President/ General Manager, <a href="Tmytmy">Tmytmy</a> , Right, and herein represented by its Proprietor/President/ General Manager, <a href="Tmytmy">Tmytmy</a> , Right
ı u	citizen, single/married, resident of
1	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. PPSR Rev. 110. 6, 2. 2020 namely
	Constitution of Sx24m Yanges Hulti-Purpose Covered Court & Stage at

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

- 1. The whole works subject matter of this Agreement shall be completed within the Hardwork (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a SP Onlinance No. RISH Her. No. 6, m. 2020
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest.
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - Addenda and Supplemental Bulletim
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - k Credit Line Certificate/NFCC/Certificate of Cash Deposit insued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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;
- Two Fillian Nine Bundred Sixty-Hair. Thousand Transfy-One Perce 6 63/100

  (P 2,968,021.63 ). Philippine
  Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas 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;

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

- 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 payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the consulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Faithty may resented 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 injurios, 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns daily 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. Thut, 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 focuments 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. 9180, 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 unnurranted 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/manicipality of the Province of Rical where the infrastructure project or works is/are located.

TIMESS WHEREOF, the parties have hereunto signed this Agreement this THANCOM ENGINEERING CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By REBECCA Governord Manager/President WITNESSES DEQUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) )SS 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. PE2192ELA Minika August 5, 2028 HON RESECCA A, YNARES TIN NO. 130-861-254 DARRED INCHO all known to me and to me known to be the same person's who executed the foregoing instrument and

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

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

Construction of 8x24m Ynares Fulti-Furpose Covered Court & Stage at Francisco P. Felix Memorial National High School, Brgy. Sto. Domingo, Cainta, Hisal

WITNESS MY HAND AND SEAL this	day of MAR 19 2021 AT TO HELDE TRANSPORTED
Assipole City:	WOTARY PUBLIC
A STATE OF THE STA	for Anaono, Binselgonian & Cardon
Doc No. 276	all in the PROVINCE OF RIZAL
Page No. 69	Until December 31 100

Page No. 69

Block No. 2

Series 20 24

Series 20 24

PTR NO. 40200 Rizzal

Roll of Attornoyn No. 69250

BP Lifetime Member No. 018632 /Rizzal

MCLE Compliance No.VI-0007881

Velid unit April 14, 2022



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

19 March, 2021

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to 
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the 
Rehabilitation of Existing Stage, Brgr. Bullbago, Cardona, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on

Authorized Signature

Name of the Representative of the Bidder.

3024

02/04/2021# 14

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

a sole proprietorship/private corporation, duly CIT UBLADAS CONSTRUCTION CURPORATION organized and existing under the laws of the Republic of the Philippines, with principal place of business Binengonen, Rizel and berein represented by its and office address at Proprietor/President/General Manager, LAURO N. UBLALIAD
Proprietor/President/General Manager, Education Resident of Binangonan, Rizal, hereinafter referred to us the citizen, single/married, resident of CONTRACTOR WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 23, 9, 2020

Rebebilitation of Existing Stage, Argy. Helibego, Cardone, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 4 February 2021 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Trunty-Three Thousand Three Bursheed Forty-Rine Pages & 52/100 (P 2,023, 349.52 ), Philippine Currency.

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

1. The whole works subject matter of this Agreement shall be completed within ( 84 ) calendar days, in accordance with the provisions of the Bid Elphity-Four Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 23, v. 2020 -
- b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents statements contained in the winning bidder's two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletins
- j. Notice of Award of Contract and the Contractor's Conformitythereto
- k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Twenty-Three Thousand Tores thandred Forty-Mine Fesor & 52/100 (P 2,023,349,52 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the number prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



- The CONTRACTOR warrants that he has not given not promised to give any money or gift to any
  official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Hamored Seven Thousand Four Pepos 6 86/100 (P 607,004.86

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

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

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

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

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

works in/are located.	THE PARTY OF THE PROPERTY OF THE PARTY OF TH	Alle Carette Property Control	FILL-ROLL PRODUCTION
IN WITNESS WHEREOF, the MAR 1 9 2021 at An	o parties have hereunto signa sipulo City.	d this Agreement th	uis day of
IT UBLADAS CONSTRUCTION CORPORA	TION RIZAL PI	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation	(Alleronia)		W. 1965 C. 196
By lediand	By	48	
LAURO M. UBYADAS	R	EBECCA A. YNAB	RES
Proprietor/Manager/President		Governor 4	
	WITNESSES -		
22/		1/	
LOLITA'B, DE QUZMAN	MA	LVICTORILB. T	EJADA
NOTA	ARIAL ACKNOWLEDGM	IENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY/IL (S.S.			
BEFORE ME, a Notary Public	for and in Antipole City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
tion ormore a market	ACTION AND ADDRESS AT	39.00.000 (F) (B) (B) (B) (B) (B) (B) (B) (B) (B) (B	99230

HON, REBECCA A. YNARES

Passport No. Paz39281/4

LAURO N. UBIADAS

м

TIN NO. 008-410-689

all known to me and to me known to be the name 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, consulting 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

Rehabilitation of Existing Stage, Brgy. Balibago, Cardons, Sizel

WITNESS MY HAND AND SEAL this	day of	MAR 19 2021 OF ASSET PROTECTION CONTROL
(Manipole City) ZAL		for Angony, Champonin A Cardons all in the TROUBLE OF RIZAL

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#### NOTICE TO PROCEED

19 March, 2021

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

Dear Mr. Brlog:

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS—that work may proceed on the Improved Finance Multi-Purpose Covered Court at Dalig Elem. School, Brgs. Dalig, Cardona, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. TNARES

Lacknowledge receipt of this Notice on:

3 22 25 2

Authorized Signature:

Name of the Representative of the Bidder

GERALD KENN SJ. BILOG

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

this ACREEMENT miles and emerod into by and between
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized at existing under Republic Act No. 7169, with seat of government at the Rizal Provincial Capita Circumferential Read corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act in GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and
CRE RUTLDERS . a sole proprietorship/private corporation, de
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at Morong, Rigel and herein represented by Proprieter/President/General Manager, GERALD KENN S. J. ELLOG , of legal age, Filippines, single/married, resident of Morong, Rigel , hereinafter referred to as to CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sanguniang Panlalawigan Ordinance No. RPSS Res. No. 6, s. 2020 namely:
Improvement of Ynares Multi-Purpose Covered Court at Delig Elementary School Srgy. Delig, Cerdone, Rizel
Bid in a public bidding held last 4 February 2021 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with 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 consideration of the amount of the Hillion Two Hundred Rine Toomsand Three Hundred Toenty-Six Person 6 24/100 (P 1, 209, 326, 24), Philippine Currency
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:
<ol> <li>The whole works subject matter of this Agreement shall be completed with Seventy-Six (76) calendar days, in accordance with the provisions of the I Documents, Approved Plans, Program of Works and Specifications and supporting/related docume which are integrated herewith and incorporated herein by way of reference, namely:</li> </ol>
a SP Ordinance No. RPSB Rev. No. 6, w. 2020
b. Certificate of Availability of Funds
e. Scope/Program of Work and Detailed Estimate d. Drawing, Plana and Specifications
e. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
h. Bid Security
L Addenda and Supplemental Bulletins
j. Notice of Award of Contract and the Contractor's Conformitythereto

ř

 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;

k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the

Rules and Regulations implementing R.A. No. 9184

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Hillion Two Hundred Rine Thousand Three Hundred Trenty-Six Peece 3

24/100 (P 1,209,325.24 ), 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;

- 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 Fundamed Sixty-Two Thousand Seven Handred Pinety-Seven Pesos & #7/100 (P.362,797,87)

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

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

- "All contracts executed in accordance with the Act and-this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Committing 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;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- On That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, Thus, 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, bowever 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 imbacquent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 918¢, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either connect of figuritated damages and restriction for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREC	OF, the parties have hereanto signed at ANTOONS! PLIZAL	this Agrocement this	day o
CHE BUILDINS	RIZAL PR	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
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Proprietor/Manager resident		BECCA A. YNARE Governor 4	5
LOLITA B DE GUZNAN	WITNESSES M.	A VICTORIA B TI	EJADA
	NOTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPIN	(ES) ) S.S.		
REFORE ME, a Notary I	Public for and in Antipolo City, pers	onally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	Asignat 5, 2028	Manile
TERALD KERN S.J. BILOG	TIN NO. 196-519-373		
all known to me and to me know	wn to be the same person/s who ex	oculed the foregoin	g ionrument an

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 because in each and every page bureof, refers to the Agreement for

Improvement of Ynerse Multi-Purpose Covered Court at Delig Elementary School Brzy, Delig, Cardons, Rizal

WITNESS MY HAND AND SEAL this Amagenia City Doc No	day of MAR 19 202 har Richt Projugicial Capitol. ATTY AND AND FOR THE L. SERVICES NOT ANY PUBLIC For ANDOROUS DESIGNOS OF SIZAL
Page No	NOTARY POHLED STORM TO ME.  PART NO MEAN WHEN Roll of Alleria Roll of Alleria Part No. 518832 (Rich MCLE Cleragillance Mo.VF-000788)  Valid until April 14, 2022



#### NOTICE TO PROCEED

19 March, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman

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

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Pagkallnavan Elem. School, Brgy, Pagkalinavan, Jalajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

Lacknowledge receipt of this Notice on

3.03.2434

Authorized Signature

Name of the Representative of the Bidder

RENATO VILLAROMAN

#### 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. 7166, 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
	Land Builders , a sole proprietorship/private corporation, duly
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Barun, Risal and berein represented by its Proprietor/President/General Manager, Filipine of legal age, Filipine of light, single/married, resident of Barun, Starl , 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. 1800 1800 1800 1800 1800 1800 1800 180
	Schatzetion/Travision of Vanh Zamilities (Vater, Smithtion & Sygiene) at Familiasson Dies, Johnol, Bryg, Pageslineson, Jalajala, Rimal
	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 **Patruary*** a BOT, 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 ofSine_Bandred_Terrety*** Theorems The Rendered Eight
	Light Fence and 49/100 (P 928, 358, 60 ), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
	<ol> <li>The whole works subject matter of this Agreement shall be completed within the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated herein by way of reference, namely:</li> </ol>
	a. SP Ordinance No. Reals Battle 6, a. 2020
	b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
	d. Drawing, Plans and Specifications
	c. Construction Schedule
	f. Request for Expression of Interest
62	g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
	h. Bid Security
	Addends and Supplemental Bulletins     Notice of Award of Contract and the Contractor's Conformitythereto
	k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
	Rules and Regulations implementing R.A. No. 9184
	a to the CONTRACTOR, the

H

 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 has lighted Transported Tra

- 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 seventry light Thousand Four Mundred Parliable (PE76, 105, 25)

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

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

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Documents:

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the amperformed 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, bours 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 duranges 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 those in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly 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 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 anyfall of the provision of this Agreement, the bidding documents or any agroement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

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Proprietor/Manager/President		Governor &	
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NOT	ARIAL ACKNOWLEDGA	IENT	
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BEFORE ME, a Notary Publi	c for and in Antipole City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
ION REBECCA A. YNARES	Passport No. P\$239281A	August 5, 2028	Manila
Sanato VIII-rossa	119-041-448	TOP TO THE TOP TO	

This instrument, consisting of three (3) pages including this page written and has been signed by the parties hereto in each and every page herec	
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Antipolo City. 7	for Angono, Blackgory, 3, Cardety
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#### NOTICE TO PROCEED

19 March, 2021

MR. JOSELITO A. PILLAS JEDBPIL ENTERPRISES Jalajala, Rizal

Dear Mr. Pillas:

The attached Contract Agreement having been approved, notice is hereby given to JEDBPIL ENTERPRISES—that work may proceed on the Construction Provision of Wash Facilities (Water, Sanitation & Hygiene) at Punta Elem, School, Brgy, Punta, Jalajata, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Hidder

3 22 200

JOSELFFO A PILDAS

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7168, with 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
Jodhod Interprises , 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 dalafala, Rinal , and herein represented by its
Proprietor/President/General Manager, Josephia Fillian of legal age, Filipsuo
citizen, single/married, resident of
CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinance No. 1977 1994 5, 8, 2020 namely.
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Construction/Provision of Wash Profifices (Water, Senitation, D. Hygiene)
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WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
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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
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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
( 5) calendar days, in accordance with the provisionsof the Bid
Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely.
which are integrated nerowith and incorporated nertain by way in reference, manery.
a SP Ordinance No. 19003 Hope 6, 4, 2020
b. Certificate of Availability of Funds
e. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest
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3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
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Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
  official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS two filmsteed Markey flower Thousand Mine filmsteed Thereby Fesos and 21/160 (P 207, 900, 21)

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

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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.

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IN WITNESS WHEREOF HAR 1 9 2021 at	the parties have hereunto signi	ed this Agreement th	nis day of
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Entity/Firm/Corporation			
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Proprietor/Manager/President		Governor	NES.
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#### NOTICE TO PROCEED

19 March, 2021

MR. JOSELITO A. PILLAS JEDBPIL ENTERPRISES Jalajala, Rizal

Dear Mr. Pillas:

The attached Contract Agreement having been approved, notice is hereby given to JEDBPIL ENTERPRISES—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Lubo Elem, School, Brgs. Lubo, Jalajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

3 30 WY

JOSELITO A/PILLAS

02/04/2021 # 18

## KNOW ALL MEN BY THESE PRESENTS:

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This AGREEMENT made and entered into by and between:

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
  official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS (P. 1997)

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

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

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

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

8

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of OF ANTROPOSTRIZAL Jedical Driegoriess RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Cogoration By: By: REBECCA A. YNARES Proprietor/Manager/President Governor at WITNESSES MA, VICTORIAS, TEJADA LOLITA B. DE GUZMAN NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CUTA BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Valid ID Presented Date Place Name Entity Passport No. PS230281A August 5, 2028 Manilla HON REBECCA A. YNARES 904-510-504 Jermilito 7121am

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 mid every page hereof, refers to the Agreement for

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WHILD SCHOOL STA



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

19 March, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Palaypulay Elem. School, Brgs. Palaypulay, Julajala, 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 4

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder.

7.22 2/

RENATO C VILLAROMAN

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREE	MENT made and entered into by and between:
existing under Repol Circumferential Road	CIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and blic Act No. 7160, with scat of government at the Rizal Provincial Capitol, corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by N. REBECCA A. YNARES, herein referred to as the PROVINCE; and
Lord Builders	a sole proprietorship/private corporation duly
and office address Proprietor/President/	t under the laws of the Republic of the Philippines, with principal place of business of the Markette Villarousse and herein represented by its Jeneral Manager, Essecta Villarousse of legal age, Filipino d, resident of Markette Filipine hereinafter referred to as the
WHEREAS, pursuant of the Sange	the PROVINCE declares that certain infrastructure works should be constructed in umang Panlalawagan Ordinance No. 1844 Bana E na 2020 namely.
Constructi us subsymbly the	ou/Provision of Vest Facilities (Vater, Conitation & Hygiene) o. School, Dray. Palaypulay, Jalajala, Risal
to undertake the above Bid in a public biddin the construction and following standards so consideration of the	the CONTRACTOR, warranting that it has the financial and, technical competence is said infrastructure works, has been declared as the Lowest Calculated Responsive good last Polymary h., 2021 has accepted and binds itself to undertake completion of the above said infrastructure works strictly in accordance with the forth in the bid documents, approved plans, program of works and specification in amount of <a href="https://documents.org/lines/fifth/four-Thousand-Hing-Hundred Rines-B2/400">https://documents.org/lines/fifth/four-Thousand-Hing-Hundred-Rines-B2/400</a> (P. 164, 197, 87 ). Philippine Currency.
I. The who	le works subject matter of this Agreement shall be completed within  (64) calendar days, in accordance with the provisions of the Bid  d Plans, Program of Works and Specifications and supporting/related documents
which are integrated h	erewith and incorporated herein by way of reference, namely
b Certificate	of Availability of Funds
	ram of Work and Detailed Estimate lans and Specifications
e. Construction	
f. Request for	Expression of Interest
g Bidding Do bidder/s tw h Bid Securit	cuments including all the documents/statements contained in the winning o (2) bidding envelopes
i. Addenda ac	d Supplemental Bulletins
1. Notice of A	ward of Contract and the Contractor's Conformity thereto
	Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the gulations implementing R.A. No. 9184
latter hereby coverant	ration of the payment to be made by the PROVINCE to the CONTRACTOR, the is with the PROVINCE to construct and complete the infrastructure works subject of formity with the province of the Contract;
	25 Of the second
3. The PRO	VINCE hereby covenants to pay the CONTRACTOR the amount of PESOS  fty Four Thomsend Mins Bundred Minsty Seven Fesos and 37/100  (P. 1014, 107, 27 ), Philippine
Currency, in consider	ration of the construction and only upon completion of the infrastructure works

unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,



- 4 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two Europed Markety Star Thomasod Four Europed Markety St
- 6. Contractor undertakes to post a warranty security to guarantic 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 mountaint with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may reseind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other 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 duration of the contract, CONTRACTOR shall regularly present a tax electrance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law!" Provided however, That, disputes that are within the competence of the Construction Industry. Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the feregoing law shall be assumed part of this Agreement, without prejudice, however to any nutual agreement of the parties bereto 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/amtertaking prior or subsequent to the execution of this Agreement as well as any of the perturent provisions of Republic Act No. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may anther consist of liquidated domages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

Entity/Firm/Corporation	RIZAL P	ROVINCIAL GOVE	RNMENT
By:	By.	5	
100	9:	EBECCA A. YNARE	s
Propressiva Surgery President		Governor	
la	WITNESSES	9	
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LOLITA II BE OUZMAN	N N	VICTORIA B. TI	JADA
/ -			
<b>*</b>	NOTARIAL ACKNOWLEDGM	SNT:	
REPUBLIC OF THE PHILIPPIN	68)		
ANTIPOLO CITY	) 5.5.		
	ablic for and in Antipolo City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Pamport No. P8239281A	August 5, 2028	Maoita
Sanato Villarenen	\$40-041-M8		

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

Construction/Provision of Wash Pacilities (Vater, Sanitation & Hygiene) at Palayralay Elem. School, Broy. Falayralay, Jalajale, Risel

WITNESS MY HAND AND SEAL the Antiquate City  Dec No. Jij  Trape No. Jij  Back No. 2  Series 20 7	NOTARY NUMBERS OF RIZAL PER NOTARY NO D16632 FORM
	WCLE Compliance No.Vi-000788   Valid tintil April 14, 2022



## OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

19 March, 2021

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

Dear Mr. Suelila:

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

A. SUELILA CONSTRUCTION that work may proceed on the

Construction/Provision of Wash Facilities (Water, Sanitation & Hyglene)

at Bagumbong National High School, Brgy. Bagumbong, Jalajala, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

ALEX A SUELILA

#### KNOW ALL MEN BY THESE PRESENTS:

existing Circumf	The PROVINCIAL GOVERNMI under Republic Act No. 7160, ferential Road corner P. Oliveron S /ERNOR, HON, REBECCA A, Y	with seat of gover t., Brgy. San Roque, NARES, herein refer	Antipolo City, re red to as the PRC	presented in th DVINCE; and	is not by
	- Welila Comstruction	a sole	proprietorship/pr	rivate corporati	on, duly
organizo	ed and existing under the laws of th	e Republic of the Ph	dippines, with pri	ncipal place of	bujuness
und o	ffice address at dorong a	Lenix	and herein	represented	by its
ropriet	tor/President/General Manager,	T43 = N07173		of legal age.	
	single/married, resident of RACTOR, WITNESSETH, That,	01750 1 51881	herematier	referred to	45 1116
CONT	ROCTOR WITNESSETTI, THAIL				
	WHEREAS, the PROVINCE deck	arcs that certain infra	estructure works	should be count	ructed in
pursunn	t of the Sangguniang Panlalawigan	Ordinance No. 🛅 🖽	Bette De fie 5	man 050	cly.
10	Sequirenties/Provision of	neb Paul 1681 ne	Contam Sanda	addens to Number	(ama)
(3) News	miles Hatimed High School	L Sirgy. Samme	ng, Jalejain,	Bissl.	
Bid in a the con- followin consider	rake the above said infrastructure variable bidding held last <u>Februar</u> struction and completion of the along standards set forth in the bid docuration of the amount of <u>Hine</u> Force and 39/100	ove said infrastructu uments, approved pla	has accepted and are works strictly as, program of w	in accordance orks and specifi	with the ication is fever by
	NOW, THEREFORE, for and in		2.00	40.00	1.02.75
Docume	ents Approved Plans, Program of	calendar days, in a Works and Specific	coordance with to sations and suppo	nting/related d	the Bu
	are integrated herewith and incorpor		reference, manage	9.1	
	a. SP Ordinance No. 25-18 See.	6. a. 2020			
	b. Certificate of Availability of Fur	wis			
	c. Scope/Program of Work and De				
	d. Drawing, Plans and Specification				
	e. Construction Schodule				
	f. Request for Expression of Interes	st	G01 40	office Services	
	g. Bidding Documents including al	the documents state	micute contained	in the witning	
	bidder/s two (2) bidding envelop	ies	11.00		
	h. Bid Security	245			
	i. Addenda and Supplemental Bull-	otina Contractor's Co.	Comitwhereta		
	j. Notice of Award of Contract and k. Credit Line Certificate/NFCC/C	me Contractor's Co.	oneit legrind in acc	ordance to the	
	Rules and Regulations implements	ou P A No. 9184	Promise Anna Constitution		
	The accumentation of the second of the secon				9
	2. In consideration of the payment	t to be made by the	PROVINCE to t	he CONTRAC	TOR, th
latter be	ercby covenants with the PROVING	E to construct and co	omplete the infras	imeture works	subject of
this Ag	reement in conformity with the pro-	vince of the Contract	pitti.		
30				this property of	prec
	3. The PROVINCE hereby cov-	enants to pay the	CONTRACTOR	rae amount of	LEDV
	Sandred Pifty Pive Thousa	nd Two little and	www.hy Sine !	ence mid, 39	Anna
-1400	cy, in consideration of the constru		(P = 100 to 100	10 to A	hilippin

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Signity Six Thomsond Five Sundred Sighty Three Pesos and \$2/400 (p. 255, 583, 82)

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

- 6 Contractor undertakes to post a warranty scenario 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 Righ 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 rominition shall be applicable in the implementation of this Agreement.

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the consultative 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 which insured all laws regarding workmen's health and safety, workmen's welfare componsation for injuried 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 Comract 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 bereinafter referred to:
- 14. CONTRACTOR undertakes to pay faxes in full and on time, failure to do se will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elements from the Bureau of 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 Love Provided bewaver, That, disputes that are within the competence of the Construction Industry Arbitration Communistion to resolved shall be



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

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

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

IN WITNESS WHEREOF, th	e parties have hereunto si figible City, J ZAL	gned this Agreement this	day
Entity/Firm/Corporation	RIZAL	PROVINCIAL GOVERNME	ENT
By	By:	4	
Proprietor/Muniger/President		REBECCA A. YNARES Governor 8	
/	WITNESSES -	<u>₩</u>	
h	110000000000000000000000000000000000000	8	
LOLITA B. DE GUZMAN	9	MA, VICTORIA B. TEJAD	A
NOT	ARIAL ACKNOWLED	GMENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLOCITY (S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City,	personally appeared the follo	wing
Name/Entity	Valid ID Presented	Date Pla	1100
HON REBECCA A YNARES	Pamport No. P8239281A	August 5, 2028 Ma	mla
Alon Sueltin	972-823-249		

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

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

Construction/Provision of Vash Fac at Degreeong Beticonl Righ School, Ergy	
WITNESS MY HAND AND SEAL thisAntipolo City.	day of 1148 1 9 7071, at Rical Provincial Capitolic IC
Doc No. 377 Page No. 4	aff in the PROVINCE OF RIGHT.  Until Douglison By 2012  Adm. Algorithm Andrews.
Sories 20 24	NOTARY PUBLICE WIT #4009 NICE ROLL FROM PUBLIC WIT



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

19 March, 2021

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

Dear Mr. Santiago

The attached Contract Agreement having been approved, notice is hereby given to 
CAMORI BUILDERS AND SUPPLY—that work may proceed on the 
Construction of Stone Masonry for Slope Protection (portion) of 
Tambongco Creek, Sitio Tambongco, Brgs, San Guillermo, Morong, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governos

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

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#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and outgred into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by

and o	ri mail down and of and existing under ffice address at or/President/General	Moroner.	the Republi	entiase	ppines, with and herein	principal place of represented of legal age	by its
CONT	single/married, r ACTOR, WITNES	SETH, That,	REPORES	KZERZ	heremato	a lelettoo t	): 80 Orde
pursunn	WHEREAS, the PR	OVINCE de Panislawiga	clares that on Ordinance	ertain infrast	rocture work	s should be con	structed in mely:
Greek,	Construction o	f Stone Ma	somy for Jan Guill	Alone Fra	steetion (	portion) of	Innbongo
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to under Bid in a the con- followin	WHEREAS, the CC take the above said public hidding hele	ONTRACTOR infrastructure I lastFebruation of the in the bid do	t, warranting works, has bove said scuments, or	g that it has a been declare to the condition of the cond	the financial d as the Low s accepted an works strict program of	and, technical c est Calculated I d binds itself to ly in accordance works and spec	ompetence Responsive undertake with the ification in

- The whole works subject matter 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 and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 25, #+ 2020
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidden's two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One idilion One numbed Sighty One Thousand Five Sundred Thirty One Peace and 91/100 (P 1.181.531.21 ). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement 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 leandred Fifty Four Thousand Four Hundred Fifty Fine Fours and 7/100

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

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"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the imperformed 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 bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE.
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elegannee from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding focuments 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. 9187, 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.

WE AND THE RESERVE AND ADDRESS OF THE PROPERTY OF THE PROPERTY

the appropriate court of the city/nu works is/are located.	is or said out of the Implemental inicipality of the Province of Ri		
IN WITNESS WHEREOF MAR 1 5 2021 at	, the parties have hereunto signe	d this Agreement thi	day of
Entity/Firm/Corporation	RIZAL P	ROVINCIAL GOVE	RNMENT
By:	By		
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Proprieto/Manager/President		Governord	20
best	WITNESSES	- 2	
LOLITA BODE GUZMAN		LA VICTORIA T	trana
Anamata Ny 1862 (Manamatri		THE THE PERSON OF THE	EDMO ;
. 84	OTARIAL ACKNOWLEDGMI	ENT	
REPUBLIC OF THE PHILIPPINES	S) ) S.S.		
BEFORE ME, a Notary Put	olic for and in Antipolo City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON REHECCA A. VNARES	Passport No. P8239281A	August 5, 2028	Manda
Joseph Tentings	-242-50S-444		
all known to me and to me known acknowledgment that the same is the present	to be the same person/s who e ir free voluntary act and dead as	meented the foregoing well as the entity that	g netrument and they respectively
This instrument, consisting a written and has been signed by the pur	of three (3) pages including this ties hereto in each and every page	page wherein this act hereof, refers to the A	knowledgment in Agreement for
Construction of Sto Greek, Sitio Tusbanges, Br	me Masserry for Slope Fro My. Sen Sulliarno, Horon		) of Testionger
WITNESS MY HAND AND	SEAL thisday of	MAR 19 2024 Right	Desired Caputal, MAIRE L. HARTOS
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Fager No. 69		Talk in this in	MAZER TO STANILLOS
Benerali 7		(40)	Moreovilla 125
		5/1/16	O MOTE CHEST

Roant Normani No. 89250 18P Lifetime Mambar No. 018532 (Risto MCLE Compliance No. VI-009788 | Valle trail April 14, 2021



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

19 March, 2021

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to 
DLAZ AQUINO CONSTRUCTION CORP. that work may proceed on the 
Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) 
at Firgilio Melendres Mem. Elem. School, Brgy. Takungan, Pililla, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA X. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

PAOLO OFIVER D.AQUINO

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into	by and between:
The PROVINCIAL GOVERNMENT OF	F RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7169, with s	cat of government at the Rizal Provincial Capitol,
Circumferential Road corner P. Oliveros St., Brgy	San Roque, Antipolo City, represented in this act by
III GOVERNOR, HON, REBECCA A. YNARES	S, herein referred to as the PROVINCE; and
Disa squies Descripuption Corporation	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Reput	blic of the Philippines, with principal place of business
and office address at Binonycean,	is not herein represented by its
Proprietor/President/General Manager, 53mm	a tautine of legal age, Filipine
	renon, Rinal, hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	
	t certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinar	noe No namely:
Construction/Provietes of Wash	Parilities (Weber, Semitation & Hygione)
st Virgilia Felondron Hee. Then, School	d. braye Tekungere Pililing Simml
WHEREAS the CONTRACTOR WHITEHOU	ting that it has the financial and, technical competence
	as been declared as the Lowest Calculated Responsive
Rid in a public hidding held last Pater unty	, has accepted and binds itself to undertake
the construction and completion of the above said	d infrastructure works strictly in accordance with the
	approved plans, program of works and specification in
	of Forty Nice Thousand Seven Bundred Fift
Coo Jeson and 49/900	(P 549a751a49 ), Philippine Currency.
	eration of the foregoing premises, the parties herete
hereby agree na follows:	
W W G L. W	
	of this Agreement shall be completed within
	r days, in accordance with the provisionsof the Bid
	and Specifications and supporting/related documents
which are integrated herewith and incorporated here	nn by way of reference, namely:
n. SP Ordinance No.	1085
b. Certificate of Availability of Funds	1 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
c. Scope/Program of Work and Detailed Hs	fimate
d. Drawing, Plans and Specifications	
e. Construction Schedule	
f. Request for Expression of Interest	
	nments/statements contained in the winning
bidder/s two (2) bidding envelopes	
h. Bid Security	
i. Addends and Supplemental Bulletins	
J. Notice of Award of Commet and the Com	tractor's Conformitythereto
	of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. ?	
2 in consideration of the payment to be a	nade by the PROVINCE to the CONTRACTOR, the
	struct and complete the infrastructure works subject of
his Agreement in conformity with the province of t	
1. The PROVINCE banks and to	the CONTRACTOR the second of process
Mine Municed Porty Bine Theorems in	pay the CONTRACTOR the amount of PESOS
CAME SERVICES 13525 PARK STONE SE	(P 49,751,45 ), Philippine
Currency, in consideration of the construction and	i only upon completion of the infrastructure works
	is Agreement as a contract price at the time and in the
manner prescribed by the Contract and specified in t	
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 The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

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

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- 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. 7169, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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

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

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

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9189, 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/municipality of the Province of Rizal where the infrastructure project or works is/arc located.

The state of the s	
IN WITNESS WHEREOF, I	he parties have hereunto signed this Agreement this day of attrools Sity ZAL
Diam Aquino Construction Entity/Firm/Corporation	GOPPO RIZAL PROVINCIAL GOVERNMENT
By Danie Agustino	By REBECCA A YNARES
Proprietor/Manager/President	Geverno
	WITNESSES
LOLITA B. DE GUZMAN	MA. VICTORIA II TEIADA

#### NOTARIAL ACKNOWLEDGMENT

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

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

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

This instrument, committing 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

Signaturation/Provision of weat Familities (Weter, Samilation & My. 1988) at Virgilio Melandres Sens Elens School, Brgy. Takungan, Pilills, Missl

day of HAR 1 9 2021 at Rose for the lat Capacit.
ATTICATION MATHE L. SERVITOR NOTARY PUBLIC  for Angono, illustrations in S. Cardonic autorities the Providing Or Rizar  MOTARY PUBLIC COURT 11.32  Adm. factor No. Jan.  Part 160 (1977); Fusus  Roll of Allendow No. Jan.  MOLE Compliance No. VI. (1907) (1)  MICEE Compliance No. VI. (1907) (1)

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#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

19 March, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman.

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS—that work may proceed on the Construction/Provision of Wash Facilities (Water, Sanitation & Hyglene) at Sitio Libis, Brgs. Quisao, Pilitla, Rival

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on

Authorized Signature

Name of the Representative of the Bidder.

J. 55. 30 A

RENATO C. VILLAROMAN

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized	and
existing under Republic Act No. 7166, with seat of government at the Rizal Provincial Cap	itol,
Circumferential Road corner P. Oliveros St., Brgv. San Roque, Antipolo City, represented in this ac-	t by
its GOVERNOR, HON REBECCA A. YNARES, herein referred to as the PROVINCE; and	

Lard Bufldors				ate corporati	
organized and existing under the laws of the Ro and office address at Borone, Manal		and the second second	化化化压电池 医水杨醇医水杨醇		The second secon
THE CONTRACT OF THE CONTRACT O			herein	represented	- 1 100
Proprietor/President/ General Manager, Illiana	to Villaroum	Δ	75.5000.000	of legal age	Filipino
	n. Risal		heremafter	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. 18748 Here. 6, no. 2020 namely.

Gunotraction/Provision of Wach Facilities (Water, Samitation & Hygione) at Sitio Libis, Brgg. Quinco, Pilills, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Fahreary 4, 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 Nane Bundred Thirty Four Thousand One Bundred Flinety Four Penns and 88/100 (P 934, 194, 88), Philippine Currency.

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

- - a SP Ordinance No. RPSB Bear, 6, s. 2020
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - c. Construction Schedule
  - f Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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

  Blue Bundred Tricky Four Thousand (see handred kinety Four Peace and 88/500

  (P. guh, 196,88 ). Philippine
  Currency, in consideration of the construction and only upon completion of the infrastructure works
  unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the
  manner prescribed by the Contract and specified in the Birl and as agreed upon by the Contractor.

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- The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two hundred littles and 166/100 (P 200,250,400 )

  Philippine Currency, in the form of Performance Bend as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated 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 meanistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement:

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring limity may resend 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 bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws.
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE.
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to.
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- 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. 9189, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either commit of liquidated damages and restitution for the damages done of the forfesture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

at Antipolo City 174 RIZAL PROVINCIAL GOVERNMENT Lard Buildern Entity/Firm/Corporation By; Bv. REBECCA A. YNARES Bursto Filleres Proprietor/Mateu Governor 4 cr/Premident WITNESSES DE GUZMAN VICTORIA B TEIADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)

ANTIPOLO CITY 185

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

Name/Entiry Valid ID Presented Date Plane: HON REBECCA A. YNARES Panipart No. P9239283 A Avigust 5, 2021 Manila 445-034-356 Hometo Villarouna

all known to me and to me known to be the same person's who executed the feregoing instrument and seknowledgment that the same is their free voluntary act and deed as well as the estity 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

Compatization/Provision of bank Tacilities (Vater, Semitation & Orgina) at Sitio Libin, Brgy. Quiono, Pililla, Sinal

WITNESS MY HAND AND SEAL this	day of MAR 1 9 2021 A RIVER SPECIAL COUNTY OF ATTY ANALY MASSIE L. SANTOS
Dec No. 370 Page No. 46 Book No. 2 Series 10 24	NOTARY PUBLIC FOR Angence, Blaintporter & Cardona Ablas the PEROVINGS OF RIZAL NOTARY PUBLIC PROPERTY NO. 12-08
	PTR NO METRY Right Rot of Appropriate 69250 IEP Linting Member No 016632 /Right MCLE Compliance No Mc0077883

Vield onlif April 14, 2022



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

19 March, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Buras, Rizal

Dear Engr. Villaroman:

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

Repair & Improvement of Ynares Multi-Purpose Covered Court at Montalhan Heights National High School, Brgs. San Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

4 32 304

Authorized Signature

Name of the Representative of the Bidder

RENATO C. VILLAROMAN

#### 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
No.	existing under Republic Act No. 7165, with seat of government at the Rizal Provincial Capitol
	Circumferential Road corner P. Oliveros St., Brgy. San Roque, Astipolo City, represented in this act by
	is GOVERNOR, HON, REBECCA A. YNARES, bernin referred to as the PROVINCE; and
	B GOVERNOR, HON. REBECCA A. YNARES, Islant reletted to as the PROVINCE, and
	Lord Builders , a sole proprietorship/private corporation, duly
1	rganized and existing under the laws of the Republic of the Philippines, with principal place of business
	roprietor/President/ General Manager, <u>Bonato Villaronum</u> , of legal age, Filipine itizen, single/married, resident of <u>Barna</u> , <u>Biana</u> , hereinafter referred to as the
	ONTRACTOR WITNESSETH, That,
	The state of the s
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
16	sursuant of the Sangguniang Panlalawigan Ordinance No. 1878 1888 6, 8. 2020 namely:
	Repoir & Improvement of Ynares Bultipurpose Covered Court at Montalham
	Holghts National High School, Hygy, Sen Jose, Sodrigues, Miral
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
t	s undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive
	hid in a public bidding held last February 4, 2021 , has accepted and binds itself to undertake
t	se construction and completion of the above said infrastructure works strictly in accordance with the
	oliowing standards set forth in the bid documents, approved plans, program of works and specification in
	ossideration of the amount of _ Too Million Sine Sandred Staty Poo Tobusand Seven
	Hundred Pason and 28/200 (P 2,962,700,28 ). Philippine Currency
N.	
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
b	creby agree as follows
	TO THE PARTY OF TH
	<ol> <li>The whole works subject matter of this Agreement shall be completed within</li> </ol>
œ	the sundand of a ( 100 ) calendar days, in accordance with the provisions of the Bid
	ocuments, Approved Plans, Program of Works and Specifications and supporting/related documents
	high are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. posts sinus 6, s. 2020
	b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Drawing, Plans and Specifications
	e. Construction Schedule
	f. Request for Expression of Interest
	<ul> <li>g. Bidding Documents including all the documents/statements contained in the winning</li> </ul>
	bidder/s two (2) bidding envelopes
	h. Bid Security
	h. Bid Security  i. Addenda and Supplemental Bulletins
	h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto
	h. Bid Security  i. Addenda and Supplemental Bulletins

2. 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

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

Two HS31ion Pine Hendred Hety Per Thomas Seven Hundred Pence and 25/100 (P 2.052.700.28 ). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works

unless otherwise agreed by the parties, subject of this Agreementas 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,

this Agreement in conformity with the province of the Contract;

146

 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

Bandwed Ten Feans and 66/100 (P 565,610,000)

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

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

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

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- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other laws;
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE.
- 11 That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or 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 bereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitration under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

Documents.

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

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

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

Lord Builders	RIZAL P	ROVINCIAL GOVE	ERNMENT
Entity/Firm/Corporation			
By S	By:	K	
Remoto Malarmon	Til I	LEBECCA A. VNA	ove
Proprietor/Manager/President		Governor e	NEWS .
	WITNESSES -		
1994	THE PARTY OF THE		
LOLITA'B, DE GUZMAN	M	A. VICTORIA A: T	EJADA
/ NOW			SIII-007700
101	ARIAL ACKNOWLEDGS	HENT.	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, pe	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
ON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Marrila.
Benate Villaronsa	119-041-448	TERROPE MONERS	100 x 100 ft (4.5)

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/Esprevenent of Yeares Multipurpose Govered Gourt at Montalhon

southern sufficient south southern takes.	Han House, Modrigues, Missl
WITNESS MY HAND AND SEAL this	day of HAR 19 2021 at Real Proceeding Capitol
Doc No. 277	The state of the s

Page No. 47

Book No. 7

Series 20 71

NOTARY PUBLIC: 100 JF0/794

Real of Autor Series 20 71

MCLE Completion No. VI-0007693 Visit Gentlemen No. VI-0007693



## OFFICE OF THE GOVERNOR NOTICE TO PROCEED

19 March, 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

Repair/Repainting of Ynares Multi-Purpose Covered Court & Ynares Multi-Purpose
Bullding at Montavilla 2 Subdivision, Brgy. Burgos, Rodriguez, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SL BILOG

3.22.36

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT of	ande and entered int	o by and between		
The PROVINCIAL C existing under Republic Act Circumferential Road corner I its GOVERNOR, HON. REE	No. 7160, with Oliveros St., Brg	seat of government a y. San Roque, Antipol-	o City, represented in this act	itol,
GEB Builders		a sole monrie	torship/private corporation, o	hilv
organized and existing under t and office address at Proprietor/President/General citizen, single/married, resi CONTRACTOR, WITNESS	Manager, Gerul Ident of Hard	ublic of the Philippines  1 and 1 Farm 13 Stlog	with principal place of busin berein represented by of legal age, Filip	ils
WHEREAS, the PRO pursuant of the Sangguniang P	VINCE declares th antalawigan Ordina	at certain infrastructure mee No=3 <sub>5</sub> □ e 20	works should be constructed numely:	d in
sepair/sepainting purpose Building at No			e Court & Yeares Kulti orgon, Bedriguen, Rick	
to undertake the above said in Bid in a public bidding held is the construction and complete following standards set forth is consideration of the amount fundred Thirty Peace of	on of the above so the bid documents of One Milli	d infrastructure works approved plans, progr on him Rumstred Ser	ted and binds itself to under s strictly in accordance with	the a in
hereby agree as follows:	reconnected with the same	Section at the city - supration	ing premises, the parties be	
1. The whole work			t shall be completed with the provisions of the	
Documents, Approved Plans, which are integrated herewith a	Program of Works and incorporated he	and Specifications at	ad supporting/related docume	
n SP Ordinance No.				
b, Certificate of Availa		54/15/Vet		
c. Scope/Program of W		stimate		
<ul> <li>d. Drawing, Plans and</li> <li>e. Construction School</li> </ul>				
f. Request for Expressi	The second secon			
g. Bidding Documents bidder/s two (2) bidd	including all the do	cuments/statements co	nained in the winning	
h. Bid Security	A CONTRACTOR OF CASE			
<ol> <li>Addenda and Supple</li> <li>Notice of Award of C</li> </ol>		otractor's Conformitett	ereto	
k. Credit Line Certifica				
Rules and Regulations				
contract of the second	eres commenced	IN COURSE ASSESSMENT	And the second second	all or
2 in consideration of	the payment to be	made by the PROVIN	CE to the CONTRACTOR,	Toc

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this Agreement in conformity with the province of the Contract;

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

One Rillion Six Hundred Seventy Two Thousand Two Rundred Thirty Innocuted 56/100 (P 1.672.230.58 ), 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,

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

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 Fundand One Thomson Six Fundand States (P. 201,007,17 )

Philippine Currency, in the form of \*\*PTOTECTOR \*\* Subdimer of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents.

- Contractor undertakes to post a warminty 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 tentitation shall be applicable in the implementation of this Agreement.

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consolting 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 cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may researed 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, liours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided bowever. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

OKS Builders	RIZAL, I	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By:	Dy:	1	
Proprietor/Manager/President		Governor	ES
12	WITNESSES	8	
LOLITA DE OUZMAN		AA VICTORIA B. T.	ELADA
1		(20)	
	NOTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPIN	FS) ) S.5		
BEFORE ME, a Notary P	tablic for and in Antipolo City, per	rsonally appeared the	Following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Paysport No. P8239281A	August 5, 2028	Manile.
Gereld Kenn 57 311og	105-110-323		

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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 juge hereof, refers to the Agreement for:

Repair/Repainting of Theres Hallipurpose Covered Court & Theres Hallipurpose Building at Heatswills 2 Subdivision, Brgy. Purgos, Bodriguss, time

WITNESS MY HAND AND SEAL this	stay of MAR 1 9 2021
Antipolo City 1 ZAL	ATTY ARMA MAHIE L. BANTO
Doe No. 214 Page No. 45	NOTARY PUBLIC  for Angona Entropers & Cardon  after the PROVINCE OF RIZAL
Houk Hu Z	NOTARY PUMBEC 11 Tell 19-00

PETERNO MIDING HIRAL Roll of Asiam tyle No. 185250. TRP Lifetime Member No. 016832 700 WCLE Compliance No. VI-000788 Valid Lmill Anni (d. 2000



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

19 March, 2021

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to 
CSGER CONSTRUCTION CORPORATION that work may proceed on the 
Repute of 3-Units Multi-Purpose Building, Brgs. Silangan, San Matco, 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:

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CARCOSS, GERONIMO

#### KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
Circu	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and ing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol inferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by OVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
and Propi citize	a sole proprietorship/private corporation, duly nized and existing under the laws of the Republic of the Philippines, with principal place of business office address at <u>lindrigues</u> , <u>linel</u> , and herein represented by its rictor/President/General Manager, <u>Carlos Geronino</u> , of legal age, Filipines, single/married, resident of <u>Rodrigues</u> , <u>linel</u> , hereinafter referred to as the TRACTOR, WITNESSETH, That,
pursu	WHEREAS, the PROVINCE declares that certain infinstructure works should be constructed in ment of the Sanagamiang Panlalawigan Ordinance No 25, ==2020 manualy:
	Repoir of Seamite Haltipurpose Bullding, Srgy, Silmngen, Sea Fates Sixel
Bid in the or follow consideration	dertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive in a public bidding held last <u>February 4, 2021</u> , has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the wing standards set forth in the bid documents, approved plans, program of works and specification in deration of the amount of <u>Three Million Four Jundared Forth Nine Throughold in threat Three Figure Femal String Femal and 52/100 (P. 3,449,622,52), Philippine Currency.</u> NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
hereb	y agree as follows:
DSSS which	<ol> <li>The whole works subject matter of this Agreement shall be completed within         (</li></ol>
	a. SP Ordinance No. 33, a. 3020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Patimate d. Drawing, Plans and Specifications
	e. Construction Schedule
	Request for Expression of Interest     Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
	h. Bid Security i. Addenda and Supplemental Bulletins
	j. Notice of Award of Contract and the Contractor's Conformitythereto

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;

k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the

Rules and Regulations implementing R.A. No. 9184

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Hilliam Four Hundred Forty Name Thousand Six Hundred Twenty Sight Fances (P\_\_\_3\_bbg\_628\_52). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works and only of the constructure works. unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given not promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS the Militer Thirty Four Thousand Might supplied \$4,000 (P 1,000,000 )

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

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period.
- 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 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 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, bours 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 their in the conditions of the contract hereinafter referred to.

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

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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 bereto 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. 918#, and its Implementing Rules and Regulations, shall make the CONTRACTOR hable for civil liability or damages, which may either consist of liquidated damages

benefit derived from the act or act	in question or both at the discreti	on of the Courts	MATON NO
Jurisdiction over civil cas the appropriate court of the city/n works in/arc located.	es or suit out of the implementati nuncipality of the Province of Ri	os of this Agreement ral where the infraste	, shall belong to ucture project or
	F, the parties have hereunto signor Antigolo Cityo LZAL	d this Agreement this	day of
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Entry/Firm/Corporation	RIZALP	ROVINCIAL GOVE	CNMENT
By: Gala	By:	k	
Proprietor/Manager/President	RI	Governor*	8
121	WITNESSES		0
LOLITA PLOE GLZMAN	<u>M</u>	A VICTORIANT	TADA
/ ,	NOTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINE		10,414	
ANTIPOLO CITY	)85.		
BEFORE ME, a Notary Po	ablic for and in Antipolo City, per	onally appeared the f	ollowing
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Minita
Carles Geroniae	009-053-712		
all known to me and to me know acknowledgment that the same is the present.			
This instrument, consisting written and has been nigned by the p	of three (3) pages including this arties hereto is each and every page	page wherein this act bereat, refers to the A	mowledgment is precincin for
Repola of 3-emits in Final	dtipurpose Suilding, Arg	y. Gilengen, Sen	Inteo,
WITNESS MY HAND AND	SEAL thisday of	ATTY ANN	MARIE L. SAM
Dec No. 32/ Page No. 46 Book No. 2		for Augono 1	termingorom & Cards

PYR NO. IDION Rizal

Ration Moment No. 01230 IBP Lifetime Momber No. 016632 MCLE Compliance Na.VI-00078 Volta until April 14 2022

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#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

19 March, 2021

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to 
CSGER CONSTRUCTION CORPORATION that work may proceed on the 
Repair of Ynares Muiti-Purpose Covered Court at Bankers Village V, Phase 1.

Brgy: Guitnang Bayan 1, San Mates, Rital

effective on the day you received this Notice to Proceed

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

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

Very truly yours.

REBECCA A. YNARES

Governor 4

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

3 30 TM

#### KNOW ALL MEN BY THESE PRESENTS:

	This ACREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
	existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol. Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, berein referred to as the PROVINCE; and
	PROTE CARCES AND CONTRACTOR OF
	organized and existing under the laws of the Republic of the Philippines, with principal place of hustness and office address at and herein represented by its
	Proprietor/President/General Manager, Charles Southern of legal age, Filipino
	citizen, single/married, resident of
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
	pursuant of the Sangguniang Panlalawigan Ordinance No. 25 € 0 € 2020 namely:
	Repair of Theres Multipurpose Govered Court at Bankers Village V, Phase I Brgy. Suitness Hayon I, San Mateo, Risal
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence
	to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last bearings to the bearings that 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 Million big hundred Seventy Bight Thousand Two dundred Tuenty Bight reason and 05/100 (P 1.678, 228.05 ). Philippine Correscy.
	dundred Twenty hight reses and 05/100 (p 1,675,225,05 ), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto bereby agree as follows:
	I. The whole works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisionsof the Bid
	Documents, Approved Plans, Program of Works and Specifications and supporting/related documents
	which are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 25, m. 2020.
	b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Drawing, Plans and Specifications
	e. Construction Schedule
1	f. Request for Expression of Interest
U	<ul> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> </ul>
7	h. Bid Security
	i. Addenda and Supplemental Bulletins
	j. Notice of Award of Contract and the Contractor's Conformitythereto
	k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the
Ü	Rules and Regulations implementing R.A. No. 9184
	2 to section of the section to be set to the property to the contribution the
w	<ol><li>In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of</li></ol>
	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 Mix Hundred Seventy Might Thousand Two Hundred Twenty Might Femon
	and 05/100 (P 1,676,228,05 ), 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
- 1	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 Piers Rundred Three Thomsend Four England Piers State Feeter and 62/400 (P.503-466-62).)

  Philippine Currency, in the form of PETOTERIAN Bond as a measure of guarantee for the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated berewith, 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 incommittent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement:

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may 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.
- 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 duration of the contract, CONTRACTOR shall regularly present a tax clearance from the Bureau of Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties bereto 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 forfesture in favor of the government of any immarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

furisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the city/municipality of the Province of Rizal where the infrastructure project or

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COURT Construction Corp. Entity/Firm/Corporation	RIZALI	ROVINCIAL GOVE	RNMENT
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Cotton Coronino		EBECCA A. YNARL	257
Proprietor/Managor/President		Governor &	
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LOLITA B. DE ONZMAN	Ď.	A VICTORIAN T	EJADA
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	NOTARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINI	(25)		
WHORLO STEYAL	) S.S.		
	iblic for and in Antipolo Cay, per	nosally appeared the	following
	WA - DIE		SinistiV
Name/Entity	Valid ID Presented	Date	Place
ION REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manda
Carlon Gerenino	009-087-232		

This instrument, committing 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 Agroement for

Repair of Taures Maltipurpose Covered Court at Bonkeye Village V. Phase I. Brgy. Guitness Bayon X, Som Matno, Bixal

day of MAR 19 2021 AT POLICE TRANS WITNESS MY HAND AND SEAL this Antipolo City:

Dec Mo. Page No. Book No. Senex 20 74

for Angono, Himmigonan & Card all in the PROVINCE OF RIZA NOTARY PUBLICACION Medier No. PIP MRMSS Flight

Roll of Alligings No Sezeu BP Litelime Member No. 018832 MGLE Compliance No.VI-00078 Valid until April 14: 2022



#### OFFICE OF THE GOVERNOR

## NOTICE TO PROCEED

19 March, 2021

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

Dear Mr. Anore:

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

G. ANORE CONSTRUCTION that work may proceed on the

Impro. /Concreting of Road at Block 11 Purok 7 at Lapung Arenda, Brgy. Sta. Ana, Tayray, 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

St 27 2021

Authorized Signature

Name of the Representative of the Bidder

GRINGO CANORE

## CONSTRUCTION AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

existing under Republic Act No. 7166, w Circumferential Road corner P. Oliveros St.,	rith seat of government at the Rizal Provincial Capitol.  Brgy. San Roque, Antipolo City, represented in this act by  ARES, herein referred to as the PROVINCE; and
5. Amore Genetraction	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the	Republic of the Philippines, with principal place of business

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Minangonan, Rianl and herein represented by its Proprietor/President/General Manager, GPLingo C. Morre of legal age, Filipino citizen, single/married, resident of Minangonan, Manal, 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. 234 84 2020 namely:

Improvement/Concreting of Smad at Slock 11 Surch 7, at Lapsay Arenda, Srgy. Sta. Jns. Tayley. Missl

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 \_\_Pelaruary 4, 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\_PELICON\_Five\_Evaluation for five Evaluation for five Evaluation

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

- - a. SP Ordinance No. 23. a. 2070
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest.
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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 Hillion Fire Hundred Twenty Five Thousand Seven Innated Fifty Eight

  Penon and 26/100 (P 3,563,756,26). Philippine
  Currency, in consideration of the construction and only upon completion of the infinstructure works
  unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the
  manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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- 4 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. The ASILIAM PLCTY REVENUE TO THE PROPERTY Seven Transport and ASILIAM PLCTY REVENUE TO THE PROPERTY Seven Transport Theorem The Property Seven Transport Theorem Theore
- 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 wif.

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

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referred thereto. The process of arbitration under the foregoing law shall be assumed part of this. Agreement, without prejudice, however to any mutual agreement of the parties bereto 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 focuments 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. 9189, 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 forfesture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agroement this \_ at Apppolo City RIZA 9. Anore Construction RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By By: REBECCA A. YNARES anager/President Governora WITNESSES MA VICTORIA B TEIADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 155 BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Name/Entire Valid ID Presented Date Place HON RESECCA A. YNARES Pasiport No. P8239281A August 5, 2028 Marrila 355-371-109 Gringe G. chore

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 seknowledgment is written and has been aigned by the parties hereto in each and every page hereof, refers to the Agreement for

Improvedent/Comcreting of Food at Block 11 Furnic ? at Lupsag arenda, Brure Sta, Alba, Tortoy, Risel

Series 20 9

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WITNESS MY HAND AND SEAL this	day or MAR 1 9 2021
Antipola City	MOTARY PUBLIC
Doc No. 301 Page No. 47	for Angeno, Bharrigorian & Cardoni nit in the PROVINCE OF BIZAL Until December 31 3/2.
Book No. 1	NOTARY PROBLEM AND PROPERTY OF THE SAME

PTELNO JURAN Rizul
Roll of Avernous No. 85250
HEP Lifetime Momber No. 016502 //tow
AICLE Compliance No. 91-6007803
World only April 14, 2022



## OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

19 March, 2021

MS. MARIA TERESITA F. PAMINTUAN MJP CONSTRUCTION AND DEVT. CORP. Baras, Rizal

Dear Ms. Pamintuan

The attached Contract Agreement having been approved, notice is hereby given to 
MJP CONSTRUCTION AND DEVT. CORP. that work may proceed on the 
Concreting of Maysawa Road, Brgy. Cnyambay, Tanay, 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 A. WARES

Governor

I acknowledge receipt of this Notice on:

3-23-20M

Authorized Signature:

Name of the Representative of the Bidder.

MARIA TERESITA F. PAMINTUAN

## CONSTRUCTION AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, 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 business and office address at Baron, Rinal and herein represented by its Proprietor/President/General Manager, Ravia Servatian P. Pandartuan, of legal age, Filipino citizen, single/married, resident of Baron, Rinal , bereinafter 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. 25, n. 2020 namely:

Comprehing of Mayeswa Rend, Brig. Dayenhay, Tomay, 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 Polymany 4, 2021, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Hallion Name Reproved Seventy Thomas Transfer Fourty Person and 50,400 (P 4,970,250,20), 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 the little of the little of this Agreement shall be completed within the little of the lit
  - a SP Ordinance No. 25, A. 2000
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Drawing, Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bolletins
  - j. Notice of Award of Contract and the Contractor's Conformitythereto
  - k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
- 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

  Paur Rillion Nine Rendred Seventy Thousand Two Randred Forty Penos & 50/100

  (P 4,970,240,50 ). Philippine

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has period the required performance security of PESOS One #43114m Four Hundred #1msty the Parameter Between Parameter | P. 1,491,4978+12 | Philippine Currency, in the form of Ferrierunnes Bentil as a measure of guarantee for the

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

- 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 embedied in the General Accounting Auditing Manual (GAAM), imless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

Without prejudice to administrative sasctions 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. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR hable for civil hability or damages, which may either connist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereinto signed this Agreement this \_ at Antipolo Gitto (7/4)

By

MIP Construction & Dev't. Corp. Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

11/1/19/-Marin Toronate F. Parintmen

Proprietor/Manager/President

REBECCA A. YNARES Governor d

WITNESSES

LOLITA B. DE GUZMAN

MA VICTORIA D TEIADA

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PUBLIPPINES)

REFORE ME, a Noracy Public for and in Antipolo City, personally appeared the following

Namer Entity

Valid ID Presented

Date

Place

HON REBECCA A. VNARES

Passport No. P8239201 A

August 5, 2028

Manda

Maria Terratta P. I mintung 215-30-4785

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

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

Concreting of Mayeren Hond, Brgy. Cuynabay, Tanay, Risal

WITNESS MY HAND AND SEAL thin \_\_\_\_\_ day of MAR 1 9 2021, at Steel Provinced Cannot

ATTY ANNA MARIE L. BANTOS NOTARY PUBLIC for Angono, Salingonan & Cardona

HI IN the PHILDANNICE OF RIZAL NOTARY PUNISC December 3: Acc.

Administration to Lease.

PTIR NO LOSTIN PIECE.

Roll of Attorneys No. 69260 IBP Lifetime Nomber No. 018632 (FSz.) MCLE Compliance No. VI-0007833 Vallo until April 14, 2022

Aptipolo City. Page No.

thook No-Series 30 2



#### OFFICE OF THE GOVERNOR

## NOTICE TO PROCEED

19 March, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr Villaroman.

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

LARD BUILDERS—that work may proceed on the

Improved Ynares Multi-Purpose Covered Court at Haven for the Elderly, Brgs. Sampaloc, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor a

I acknowledge receipt of this Notice on

3 02.2024

Authorized Signature:

Name of the Representative of the Bidder:

RENARO C. VILLAROMAN

# CONSTRUCTION AGREEMENT

The BROVINCIAL COVERNMENT OF BUTAL is local government unit duly greanized and

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Baras, Risso, and berein represented by its Proprietor/President/General Manager, Renato Villarense, of legal age, Filipine citizen, single/married, resident of Baras, Risso, 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. 23 to 2020 namely:
	Improvement of Thorse Sultipurpose Covered Court at Hoven for the Eldarly, Brgy, Euspalon, Tenny, Rival
	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>Pabernory 4, 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 Two Million Seven Hundred Ste Toomand Two Sundred Trees Person and 66/200 (P 2,706,203,66), Philippine Currency.
	NOW. THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:  1. The whole works subject matter of this Agreement shall be completed within the limit of the limit of the limit of the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 25, no 2020
	b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Drawing, Plans and Specifications e. Construction Schedule
	<ul> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes</li> </ul>
ĺ	h. Bid Security
ķ	i. Addenda and Supplemental Bulletins
	j. Notice of Award of Contract and the Contractor's Conformitythereto
	k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184
0	) a transfer of the second of
7	<ol><li>In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of</li></ol>
	this Agreement in conformity with the province of the Contract;

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

Two HELLies Neven Residend Sky Thousand I've Fundred Three Peace and \$6/400 (P 2,205,201,56 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works

unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

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

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

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

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



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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the 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. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

MAR 1 9 2021 nt	MINIMETRIZA:		
Lord Bullders Emity/Firm/Corporation	RIZAL PROVINCIAL GOVERNMENT		
By:  Bessto Pillaressa  Proprietor/Manager/President	By R	EBECCA A. YNARE Governor	is
LOLITA DE COZMAN	WITNESSES	IA. VICTORIA B TI	EIADA
, No	DTARIAL ACKNOWLEDGMI	ENT	
REPUBLIC OF THE PHILIPPINES	) )S.S.		
BEFORE ME, a Notary Pub	he for and in Antipolo City, per	scoally appeared the	following
Name/Entity	Valid ID Presented	Date	Phoc
DON REBECCA A. YNARES	Passport No. PS239281A	August 5, 2028	Manily
Remato Villargean	113-041-448	ALITO MANDE	

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

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

Improvement of Ynares Emitipurpose Covered Court at Mayon for the Middely Bray. Sempalor, Toney, Ricel

WITNESS MY HAND AND SEAL this	day of MAR 19 2021 KREAL PROGRAM CHOROL
Antipolo Cirp.	ATTY APPL MARKE C BUNTOS
Duc No. 311 Page No. 49 Heak No. 2 Series 20 24	For Angeno Distriction & Cardono Hilling the Province Of Rizal

Relief Allonoga No. 61300. BP Utalima Menusor no. 613632 nou MCLE Complance no VI-0007881 Valid until April 19, 2022