

NOTICE TO PROCEED

07 April, 2021

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

Dear Mr. Bilog.

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

Improvement of 2-storer, 6-rooms Ynares School Ridg, at Evangelista Elém, School, Brgy, Evangelista, 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,

4

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on:

460

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

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 an
existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Capito
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act b
its GOVERNOR, HON, REBECCA A. YNARES, berein referred to as the PROVINCE; and
a sole proprietorship/private corporation, dul
organized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at Normag, Ednal and herein represented by it
and office address at Normag, Rimal and herein represented by it Proprietor/President/General Manager, Development 57, 252 of legal age, Filipin
citizen, single/married, resident of forces, Pizal , hereinafter referred to us the
CONTRACTOR, WITNESSETH, That,
ACTION OF STREET OF A VIOLENCE OF A TRANSPORTATION OF THE PROPERTY OF THE PROP
WHEREAS, the PROVINCE declares that cortain infrastructure works should be constructed in present of the Sameroniane Punishawinan Ordinance No. 1807 Sept. 5, 24, 2020 namely:
pursuant of the Sangguniang Panlalawigan Ordinance No. 1808 Sen. 6, 2, 2020 namely:
Improvement of 2 storey, 6 rooss Yeares School Sling, at Avangalists
Hims School, Srgy, Svengelists, mrun, Sinal
The removal and a partie of the same
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 February 17, 2021 , has accepted and binds itself to undertak
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 i
consideration of the amount of Four Pentined Staty One Thousand Ring European Hill Co.
Plane Parson and Ph/100 (P h61, 95, 24), Philippine Currency.
CONTRACTOR
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties heret
hereby agree as follows:
THE DESCRIPTION OF THE PROPERTY OF THE PROPERT
1. The whole works subject matter of this Agreement shall be completed within
Forty Five (45) calendar days, in accordance with the provisions of the Bi
Documents, Approved Plans, Program of Works and Specifications and supporting/related document
which are integrated herewith and incorporated herein by way of reference, namely:
a SP Ordinance No.
SP Ordinance No. Certificate of Availability of Funds
e. Scope/Program of Work and Detailed Estimate
d. Drawing, Plans and Specifications
e. Construction Schedule
£ Request for Expression of Interest
g. Bidding Documents including all the documents statements contained in the winning
bidder/s two (2) bidding envelopes
h. Bid Security
i. Addenda and Supplemental Bulletins
i 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 intrastructure works subject
this Agreement in conformity with the province of the Contract;
and the second of PESO
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESO
Four hundred disty the Thousant time I wired Staty Five Faunce and 26/100 (P. Let. 903-26), Philippin
Currency, in consideration of the construction and only upon completion of the infrastructure work
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 PESCIS One Hundred Tallety Light Thousand Five Hundred Lighty Uses Fence and 57/400 (P.556, 209.57)

 Philippine Currency, in the form of Ferformance 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 Badding Documents.
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Fuilures" 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 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 austained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract 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 thereou.
- 15. Any and all disputes arising from the implementation of this Agreement shall be milmitted 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. 9187, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil hability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

WORKS ESTITE SPECIAL			
IN WITNESS WHEREOF, 0-5 AFR 2021	the parties have hereunto signed Antipolo City	this Agreement this	day of
Entity/Firm/Corporation	RIZAL PS	SOVINCIAL GOVER	ENMENT
By: #12, #1300	By:	BECCA A YNARE	S:
Proprietos/Manages/President	WITNESSES	Governor &	
LOLITA E DE GUZMAN		A VICTORIA E TI	HADA
N.	OTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY REFORE ME a Notary Po	S)) S S blic for and in Antipolo City, per	estally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Pasapon No. P\$239281A	Angust 5, 2028	Maroki
- Normald Home has Biles	191+519-523		
all known to me and to me known acknowledgment that the same is the present.	to be the same person's who ear free voluntary act and dead as a	versited the foregoin, well as the entity that	g instrument are they respectively
written and has been signed by the pr		have of reserve to use a	Attroducing for
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WITHESS MY HAND AND Autipolo City.	SEAL thisthy & 5	SFR 2021 an Rival I	Ромпесыі Сарвы
Page No. 974	AT A	MENT SALUE BUEDANS	(2)H02

TO HAMALA, N.

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NOTICE TO PROCEED

07 April, 2021

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

Dear Ms. Payte:

The attached Contract Agreement having been approved, notice is hereby given to STEELBEND CONSTRUCTION INC. that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court & Stage and Improvement of Ynares Multi-Purpose Covered Court and Fence at Brgy. San Isidro, Cainta, 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

I acknowledge receipt of this Notice on:

4621

Authorized Signature:

Name of the Representative of the Bidder:

JESSA P. PAYTE

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMEN The PROVINCIA existing under Republic Circumferential Road corr its GOVERNOR, HON. I	Act. No. 7160	MENT OF RIZ	EAL, a local gov E government a Roque, Antipol	t the Ri	zal Provincial apresented in the	Capitol,
Sections Courtries	ion, Inc.		a sole proprie	torship/p	rivate corporat	ion, duly
organized and existing und and office address Proprietor/President/Gener citizen, single/married, CONTRACTOR, WITNI	der the laws of at dam Jus- nal Manager, resident of SSETH, That,	the Republic of	f the Philippines	with po herein reinafter	represented of legal age, referred to	business by its Filipino us the
WHEREAS, the I pursuant of the Sanggunia	ROVINCE de ug Panlalawiga	clares that cert un Ordinance N	ain infrastructuro o.	works	should be cons nan	tructed in sely:
Increment of Taxas Dalming World	a halling	com Coveru	Court size	NUCE N	t organ con	183/1504
WHEREAS, the 6 to undertake the above sai Bid in a public bidding he the construction and com- following standards set for consideration of the arms	d infrastructure dd last Pales	e works, has be reary 17, 3	ten declared as the has accept	se Lowes sted and s strictly	hinds itself to in accordance	undertake with the
consideration of the ame	sunt of	88/100	(P: 61 (V))	O40,65). Philippine C	интепсу.
1. The whole Documents, Approved Pi	ans, Program	of Works and	Specifications a	nd suppo	orting/related d	d within I the Bid locuments
			escon. However,	0.00.000		
a. SP Ordinance N	0.	ede				
 b. Certificate of A c. Scope/Program 	of West and I	Onto Led Listoma	to.			
d. Drawing, Plans			MM:			
e. Construction Se						
/ Request for Ext	ression of inte	most.				
g Bidding Docum biddex/s two (2	unts including	all the docume	ents/statements co	mtained	in the winning	
 Bid Security Addenda and Se 	uniformental Fo	Morros				
j. Notice of Awar	d of Contout a	and the Contract	or's Conformity	thereto		
k. Credit Line Co Rules and Regula	rificuto/NFCC	Certificate of (лић Дером им	and in acc	ordance to the	
In consideration Inter hereby covenants within Agreement in conformation.	th the PROVE	NCE to constru	ct and complete	NCE to t	the CONTRAC tructure works	TOR, the subject of
3. The PROVING	CE hereby o	overants to p	- 110 × QUE 140	HET AND A	ALM THE S	THE CASE
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Currency, in consideration	of the cons	truction and or subject of this /	nly upon comple agreement as a c	ntion of t	he infrastruct ice 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 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 12 and 15 year thousand 15 and 15 an

Philippine Currency, in the form of Personance and an 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 Fullures" 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 duringes, 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 rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the afterementioned 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 hereinalter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, finlure 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 urising from the implementation of this Agreement shall be submitted to arbitrature under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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 resert 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 inviall of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well us any of the portinent 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.

	F, the parties have hereunto signi r Antipolo City.	ed this Agreement th	usday of
Entity/Firm/Corporation	ino. RIZAL PI	ROVINCIAL GOVE	149000474000
By: Out	By.	8	2
Proprietor/Managen/President	R	Governor &	RES
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la t	WITNESSES		
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LOLITA B. DE GUZM	AN_ MA	L VICTORIA B. T	EJADA
/ N	OTARIAL ACKNOWLEDGS	TENT	
(O PARENT MANAGEMENT	Marin Williams	
REPUBLIC OF THE PHILIPPINE			
ANTIPOLO CITY)	S,S.		
BEFORE ME, a Notary P	ublic for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manda:
Jany F. Tipte			
all known to me and to me know acknowledgment that the same is d present.	on to be the name person's who neir free voluntary act and deed as	executed the forego well as the entity th	ing instrument and at they respectively
This instrument, consisting written and has been signed by the p	g of three (3) pages including this purpes bereto in each and every page	s page wherein this ge hereof, refets to the	acknowledgment is e Agreement for:
Depoty/Nepointing : Improvement of Energy Halt Joints, Rickl		nd labor of pay	r. ha lating
WITNESS MY HAND AN	D SEAL this day of	AFR 2021 nt Riza	Provincial Capitol,
Amipolo City		0-	S
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NOTICE TO PROCEED

07 April, 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 Youres Multi-Purpose Building and Repainting/Improvement of Youres Multi-Purpose Covered Court & Youres Stage at Brgy. San Indro & Brgy. San Juan, Cainta, 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

ANILO C. MAGNO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

	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
	Principal Engineering Construction , a sole proprietorship/private corporation, duly
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at http://www.science.com/president/ General Manager, http://www.science.com/preside
-	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
	purshant of the Sangguniang Panlalawigan Ordinance No. 23, n. 2020 namely
	Improvement of Yeares Hultipurpose Building and Repointing/Improvement of Yeares Fultipurpose Cowered Court & Yeares Steep at Drgy, Gan Teldro and
	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 *Zebruszy** 17, *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 *Leven Hundred** Lixty Jeven Thousand *4x Emistred** Theorem 197400** [19767, 613-93****] Philippine Currency
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
9	The whole works subject matter of this Agreement shall be completed within intents (90) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated berein by way of reference, namely.
	n SP Ordinance No 25, p. 2020/10-10 Reco. 6, c. 2020 b Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Drawing, Plans and Specifications
	c Construction Schedule
	f. Remost 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 usued 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 recover
	Total Patrick

Currency, in consideration of the construction and only upon completion of the infrasunless otherwise agreed by the parties, subject of this Agreementas a contract price at the manner prescribed by the Contract and specified in the Bid and as agreed upon by the ContiThe CONTRACTOR warrants that he has not given not promised to rise any money or gift to any
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Philippine Currency, in the form of

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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 Hidding 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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- 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;
- II. 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 matained 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.
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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

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REPUBLIC OF THE PHILIPPINE	S)			
ANTIPOLO CITY	188			
BEFORE ME, a Notary P.	oblic for and in Antipolo C	ty, perso	nally appeared the	following
Name/Entity	Valid ID Presented		Date	Place
HON REBECCA A. YNARES	Passport No. P823928	źλ	August 5, 2021	Manile
Dunilo Fagne	130-351-354			
all known to me and to me know acknowledgment that the same is the present.				

written and has been signed by the parties hereto in each and every page levent, refers to the Agreement for

Deprovement of Theres Multipurpose Salleing and Sanalating Assertment of Theres Multipurpose Govered Court & Theres Steps at Sryy. Son Island & Bryr. Sen Jone, Coints, Ring.

day of 5 APR 2021 at Ricol Provincial Capitol. WITNESS MY HAND AND SEAL this Antipolo City.

Dog No. Page No. Hook No. Series 20 ZL

Total Control of the totally post as welling to COTTRACTOR STATEMENTS OF THE [-12-17-12-01L]NJ.048-57/01244 BULLOW A. ... Y 110,55370 FIN NO.15581749/HIZZI



NOTICE TO PROCEED

07 April, 2021

MR. MARK N. FERMINDOZA FERMINDOZA BUILDERS & CONS'N ENTERPRISE Cainta, Rizal

Dear Mr. Fermindoza:

The attached Contract Agreement having been approved, notice is hereby given to FERMINDOZA BUILDERS & CONS'N ENTERPRISE that work may proceed on the Repair of Senior Citizen's Hall & Improvement of Ynares Multi-Purpose Covered Court at Brgy. San Andres, Cainta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

4.801

02/17/2021 # 4

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

inting under Republic Act No. 7160, with so	eat of government at the Rizal Provincial Capitol San Roque, Antipolo City, represented in this act by S, herein referred to as the PROVINCE; and
canteed and existing under the laws of the Republic office address at Gainta, Piral	blic of the Philippines, with principal place of business and besein represented by it
oprictor/President/General Manager, Hark Frizen, single/married, resident of Gadatz ONTRACTOR, WITNESSETH, That,	, of legal age, Filipine , itsel, hereinafter referred to as the
WHEREAS, the PROVINCE declares that muant of the Sangguniang Paulalawigan Ordinan	t certain infrastructure works should be constructed in ice No
Downered Doubt at Broy. Nam Ladys	A Increvenent of Taurus Caltipurpose se, diinto, Minal
undertake the above said infrastructure works, his a public bidding held has February 17, a construction and completion of the above said lowing standards set forth in the bid documents, assistention of the amount of 1100.	ing that it has the financial and, technical competence as been declared as the Lowest Calculated Responsive has accepted and binds itself to undertaked infrustructure works strictly in accordance with the approved plans, program of works and specification in the contract of the contra
The state of the s	tration of the foregoing promises, the parties hereto
cuments, Approved Plans, Program of Works	of this Agreement shall be completed within a days, in accordance with the provisions of the Bio and Specifications and supporting/related document
E-H-TRY - 044 - 144 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 154 - 15	em by way of reference, namely:
 b. Certificate of Availability of Funds 	there are a second and a second a second and
d. Drawing, Plans and Specifications	MATHERS.
f Request for Expression of interest	
bidden's two (2) bidding envelopes	cuments/statements contained in the winning
 Bidding Documents including all the doc bidder's two (2) bidding envelopes Bid Security 	cuments/statements contained in the winning
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d diling	ming under Republic Act No. 7160, with a sumferential Road corner P. Obveros St., Hrgy GOVERNOR, HON, REBECCA A. YNARES and the suited and existing under the laws of the Republication of fice address at Gainta, Harris prietor/President/General Manager, Harris prietor/President/Gene

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 coverants to pay Fight numbers signsy shows Thousand Son	the CONTRACTOR the amount of PESOS
	(L 0052455415 V 1,1110bbins
Currency, in consideration of the construction and only unless otherwise agreed by the parties, subject of this Ag manner prescribed by the Contract and specified in the Bi	recinent as a contract price at the time and in the

The CONTRACTOR warrants that he has not given nor promised to give any money or giff 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 improve the Page Thomas and Thirty 81x Fauce and 85/400 (P 265,40% 85).

Philippine Currency, in the form of Page Thomas and us 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 of restitution shall be applicable in the implementation of this Agreement.

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, intrastructure 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;

II. 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 intopted 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 charance from the Bureau of Internal Revenue and a copy of its moonic and business tax returns duly samped and received by the BIR and duly validated with the tax payments made thorous
- 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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V.

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 agreement/andertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITH ESS W	fERFOF, the parties ha at Antipolo City		od this Agreement f	hisday of
Entity/Firm/Corpo		RIZAL P	ROVINCIAL GOVE	ERNMENT
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/	NOTARIAL AC	KNOWLEDGE	TENT	
REPUBLIC OF THE PHI	LIPPINES)			
ANTIPOLO CITY)8.5.			
BEFORE ME, a N	iotary Public for and in	Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid	D Presented	Date	Place
HON REBECCA A. YNAR	ES Pasaport ?	io. P8239281A	August 5, 2028	Manila
Hork F. (syvindosa	195-16	-10)		
all known to me and to r acknowledgment that the s present.	me known to be the sar use is their free volunta	ne person/s who ry not and deed as	executed the forego well as the entity th	ing instrument and at they respectively
This matrument, o written and has been signed	onsisting of three (3) per by the parties hereto in	iges including this	s page wherein this ge hereof, refers to the	acknowledgment is a Agreement for
Repair of Son Covered Court at 2	ior Sitisen's Hall ray. Sen infres, C	STREET, STREET		lti-u-om
	SCIETA AND RESEARCH STORY	0.3	11-10 2021	
WITNESS MY HA Antipolo City	ND AND SEAL this	day of	, at Riza	Provincial Capitol,
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NOTICE TO PROCEED

67 April, 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

Rehabilitation and Concreting of School Ground & Improvement of Ynares

Multi-Purpose Building at Brgy, Dalig & Brgy, San Roque, Cardona, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

1.621

Authorized Signature:

Name of the Representative of the Bidder:

ARNEL M. GOTO

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 sent Circumferential Road corner P. Oliveros St., Brgy. S its GOVERNOR, HON, REBECCA A. YNARES,	San Roque, Antipolo City, represented in this act by
organized and existing under the laws of the Republicand office address at Biranized and Proprietor/President/General Manager, Contractor, single/married, resident of Biranized CONTRACTOR, WITNESSETH, That,	and herein represented by it
pursuant of the Sanggunians Paulalawigan Ordinance	rertain infrastructure works should be constructed in No. 3 * 4 * 200 namely:
cultivarious multiple of drags build in th	g that it has the financial and, technical competence been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake infrastructure works strictly in accordance with the
consideration of the amount of	(P 7, 176, 166, ha), Philippine Currency.
Documents, Approved Plans, Program of Works an which are integrated herowith and incorporated becein	by way of reference, namely:
a. SP Ordinance No. 33 v 4 v 33 v 30 v 30 v 30 v 30 v 30 v	166 ₆ (1) (4) 2022
b. Certificate of Availability of Funds	
 Scope/Program of Work and Detailed Esting Drawing, Plans and Specifications 	nate
c. Construction Schedule	
f. Request for Expression of Interest	Wiles of Assert Western
g. Bidding Documents including all the documents bidden's two (2) bidding envelopes	nems/statements contained in the winning
h, Bid Security	
 Addenda and Supplemental Bulletins Notice of Award of Contract and the Contra 	actor's Conformitythereto
k. Credit Line Certificate/NFCC/Certificate of	f Cash Deposit issued in accordance to the
 Rules and Regulations implementing R.A. No 	
 In consideration of the payment to be ma latter hereby covenants with the PROVINCE to count this Agreement in conformity with the province of the 	ade by the PROVINCE to the CONTRACTOR, the ruct and complete the infrastructure works subject of Contract;
3. The PROVINCE hereby covenants to	pay the CONTRACTOR the amount of PESOS
the hillion the Supired Seventy Six C	bound Firs Bindred Fifty Mr 19808
and RZ/100	
unless otherwise agreed by the parties, subject of this	only upon completion of the infrastructure works

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Taxas and STATE Two Photograph Line American Line (PESCA 1987).

 Philippine Currency, in the form of Landon Long 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 Fullures" 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 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 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 sagarding 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 bereinsiter 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 unising 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

Yakey!

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

Without prejudice to administrative 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 ogreement/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 dame 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 Rural where the infrustructure project or works is/are located.

day of

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this

THE LOSS OF PROPERTY	RIZA	L PROVINCIAL GOVE	ERNMENT
Entity/Firm/Corporation	00	HOMOGODO COLLEGO - FACILISTINO COLLEGO	10
By: Lilys	By:	B	
mal 2. Onte		REBECCA A. YNA	RES
Proprietoc/Manager/Preside	rit	Governor	22.00%
1000	WITNESSES		
124			
LOLITA'B. DE CI	ZMAN _	MA. VICTORIA B. T	EJADA
1	NOTARIAL ACKNOWLE	GMENT	
REPUBLIC OF THE PHILIPP	(NES)		
ANTIPOLO CITY	18.5		
BEFORE ME, a Notar	Public for and in Antipolo City	y, personally appeared the	he following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Panaport No. P8239281/	August 5, 2028	Manila.
cont the Hoto	377-H12-H2		
all known to me and to me kn anknowledgment that the same i present.	nown to be the same person's visit their free voluntary act and dec	who executed the foregood as well as the entity the	ong instrument an at they respectively
This instrument, consist written and has been signed by the	ting of three (3) pages including he parties hereto in cach and every	this page wherein this page hereof, rafem to the	acknowledgment is a Agreement for
Rehabilitation on Philipurpose Building a	of Comercian of School of Bryy, 5	en lineme : Carriene.	nt of Traces Himl
WITNESS MY HAND	AND SEAL this B 5 AV	77. 2021 J	d Provincial Capitol
Antipolo City.	-712.5	.00100100	H 1-12/2/2002 PARTIES CONTINUES
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NOTICE TO PROCEED

07 April, 2021

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

Dear Mr. Ubiadas

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

KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the

Repair/Repainting/Imprv. of Youres Multi-Purpose Govered Court, Brgy. Ballbugo, Cardona, 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:

4 6-21

LAURO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the and office address at binanger. Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That	Republic of the Philipp The River A The Ri	nd herein hereinafter	ncipal place of represented of legal age, referred to hould be consti-	business by its Filipine as the
pursuant of the Sangguniang Panlalawigan O	rdinance No +	2020	pam	nly:
Desir/Replinting/Improvement	as of Thorne Pelt'	Corpose D	vered Court	S .

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

- I. The whole works subject matter of this Agraement 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, manually:
 - a. SP Ordinance No. 20 . 20

Bruy, Balikapa, Cardens, Risal

- 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 biddet/s two (2) bidding envelopes
- h. Bid Security
- i. Addends 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 coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Cas Iddition Seven fundered Forty six Transport Forty Rine Faces and 35/100

 (P 1,710,252.39). Philippine Currency, in consideration of the construction and only upon completion of the infrustructure 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 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 accurity of PESOS Five formation for Theorem Light Humbred Frontiers Peace and 88/100 (PES,E14-88))

 Philippine Currency, in the form of Performance fond as a measure of gustantee for the furthful 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:
- Commetor undertakes to post a warranty security to grammatee 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 is case of breach thereof. For the producement 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 resemd or terminate the contract, without prejudice to other courses of action and remodies 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 elements 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

head.

11/2

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 WHE	REOF, the parties have at Antipolo City.	hercunto sign	ed this Agre	cement this	day of
-0-5-4PR-2021	at Antipolo City				
Entity/Firm/Corpora	today and the second se	RIZAL P	ROVINCIA	L GÖVERN	MENT
By: PRis		By:	4	₹	
Lourn N. Distingum		98	ERECTA	A. YNARES	20
Proprietor/Manager/Presid	lent.	197	S-1000000000000000000000000000000000000	(fill)H	
	WITE	ESSES			
1/24	Ser.		2		
LOLITA B. HE G	DEMAN_	M	LVICTOR	RIA B, TEJ	ADA
(NOTARIAL ACE	NOWLEDGA	TENT		
REPUBLIC OF THE PHILIT ANTIPOLO CITY	PINES)) S.S.				
BEFORE ME, a Not	ary Public for and in A	ntipolo City, pe	rsonally app	peared the fe	llowing
Name/Entity	Valid ID	Presented	Di	ato	Place
HON REBECCA A. YNARES	Panaport No	P8219281A	August 5	2028	Manila
Lauro H. Ohiedne	-007-110-	39	_		
all known to me and to me acknowledgment that the same present	knows to be the same a is their free voluntary	person's who act and deed as	executed the	e foregoing entity that if	instrument and sey respectively
This instrument, com- written and has been signed by	isting of three (3) page the patrici bereto in ea	es including the ch and every pag	s page when ge hereof, re-	ein this acki fors to the Aş	nowledgment is precisent for
Repair/Repaints Hrgy. Balibago, Garde	ng/Imprevenent of ms. Right	Yaures Pul	tipurpos	e Govered	Court,
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NOTICE TO PROCEED

07 April, 2021

MR. VENERANDO N. GUIYANGCO JR. GUIYANGCO CONSTRUCTION AND SUPPLY Morong, Rimi

Dear Mr. Guiyangco:

The attached Contract Agreement having been approved, notice is hereby given to GUIYANGCO CONSTRUCTION AND SUPPLY that work may proceed on the Concreting (portion) of Farm to Market Road going to VIS Farm, Brgy. Pagkalinawan, 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 a

Lacknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

4620

VENERANDO N. GUIYANGCO JR.

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 organize existing under Republic Act No. 7160, with sent of government at the Rizal Provincial Concumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and	apitol.
organized and existing under the laws of the Republic of the Philippines, with principal place of but and office address at account the laws of the Republic of the Philippines, with principal place of but and office address at account the laws of the Republic of the Philippines, with principal place of but and office address at account the laws of the Republic of the Philippines, with principal place of but and therein represented by Proprietor/President/General Managor, Veneza and the laws of the Republic of the Philippines, with principal place of but and therein represented by Proprietor/President/General Managor, Veneza and the laws of the Republic of the Philippines, with principal place of but and therein represented by Proprietor/President/General Managor, Veneza and the laws of the Republic of the Philippines, with principal place of but and therein represented by Proprietor/President/General Managor, Veneza and the laws of the Republic of the Philippines, with principal place of but and therein represented by Proprietor/President/General Managor, Veneza and the laws of the Republic of the Philippines, with principal place of but and therein represented by Proprietor/President/General Managor, Veneza and the laws of the Republic of the Philippines, with principal place of but and the laws of the Republic of the Philippines, with principal place of but and the laws of the Republic of the Philippines, with principal place of but and the laws of the Republic of the Philippines, with principal place of the Philippines, and the laws of the Republic of the Philippines, with principal place of the Philippines, and the Philippines, and the Philippines of th	inness ita
WHEREAS, the PROVINCE declares that cortain infrastructure works should be construe pursuant of the Sangguniang Panlalawigan Ordinance No #5 # # # # # # # # mamely	ted in
Community (nortion) of Them to Wistort Look with the Wistory, bryg-	•
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical complete undertake the above said infinatructure works, has been declared as the Lowest Calculated Responsibility in a public bidding held fast the construction and completion of the above said infinatructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specifical consideration of the amount of Calculated Standards (P. 1.057, 501,00). Philippine Currents	iertake th the tion in
NOW, THEREFORE, for and in consideration of the foregoing promises, the parties	
hereby agree as follows:	
1. The whole works subject matter of this Agreement shall be completed () 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:	ie Bid
AMIRON TRANSPORT TO SACT	
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 Conformitythereto 	
k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance in the Rules and Regulations implementing R.A. No. 9184	
 in consideration of the payment to be made by the PROVINCE to the CONTRACTO latter hereby covenants with the PROVINCE to construct and complete the infrastructure works sub this Agreement in conformity with the province of the Contract; 	R, the ject of
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of P	ESOS
the 1977 by Dallace Lawren Thomas N. P. Control Co. Co. Co. Co.	lippine
Currency, in consideration of the construction and only upon completion of the infrastructure	

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 Hid 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 Building Coven Tananand Tve Rundred PLFLy

Philippine Currency, in the form of the faithful compliance of and compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated becewith in accordance with the Hidding Documents.

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Emity 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 so 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 segarding 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.
 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 my 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 fivor 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 infinstructure project or works is/are located.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this at Antipolo City. RIZAL PROVINCIAL GOVERNMENT on South & Samily Entity/Firm/Corporation By: By REBECCA A. YNARES Governord Proprietor/Manager/President WITNESSES MA, VICTORIA B. TEJADA LOUITA B NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY 15.5 BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Dute Name/Entity Pasaport No. P8219281A August 5, 2028 Manda HON REBECCA A YNARES warrange it, bulyinger, ire all known to me and to me known to be the same person's who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for Concreting (portion) of Form to Mirrist Hood color to Wil Jirt, 1987. Committees of distriction in the day of 5 2014, at Riral Provincial Capitol, WITNESS MY HAND AND SEAL this Antipolo City. Doc No. Page No. INTARY PUBLIC Book No. CONTRACTOR OF THE PROPERTY AND THE PARTY OF Series 20 77 COLUMN TO PROPERTY OF BRUTE - HOLYPIERL

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NOTICE TO PROCEED

07 April, 2021

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

Dear Mr. Bilog

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

Construction of Storage Room at Bombongan Elem. School, Brgy. Bombongan, Morong , Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor 6

I acknowledge receipt of this Notice on

44704

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

existing under Republic Act Circumferential Road corner	GOVERNMENT OF RIZAL, a local government unit, duly organized at No. 7160, with seat of government at the Rizal Provincial Capit P Oliveros St., Brgy. San Roque, Antipolo City, represented in this act BECCA A. YNARES, herein referred to as the PROVINCE; and
000 bullery	a sale annotation to the appropriate of
organized and existing under	a sole proprietorship/private corporation, di the laws of the Republic of the Philippines, with principal place of busin horses, and herein represented by Manager, of legal age, Filip
citizen, single/married, res CONTRACTOR, WITNESS	ident of
WHEREAS, the PRO pursuant of the Sungguniang F	Panlalawigan Ordinance No. 25 to 2000 unmely:
Smithetim of Sarwige Rigal	through the of homorous less haved, irgy, contracts
to undertake the above said in Bid in a public bidding held I the construction and complet following standards set forth i	TRACTOR, warranting that it has the financial and, technical competer frastructure works, has been declared as the Lowest Calculated Responsest has accepted and binds itself to undertaken of the above said infrustructure works strictly in accordance with a the bid documents, approved plans, program of works and specification of
consideration of the attority	(P 10% 152, 75), Philippine Currency
Documents, Approved Plans,	ks subject matter of this Agreement shall be completed with () calendar days, in accordance with the provisions of the I Program of Works and Specifications and supporting/related docume and incorporated barein by way of reference, namely:
 a. SP Ordinance No. b. Certificate of Avail 	ability of Fourts
	Varicand Detailed Estimate
d. Drawing, Plans and	Specifications
e. Construction School	
bidder/s two (2) his	s including all the documents/statuments contained in the winning
h. Bid Security	
 Addenda and Supple Notice of Award of 	Contract and the Contractor's Conformitythereto
k. Credit Line Certific	sate/NFCC/Certificate of Cash Deposit insted in accordance to the simplementing R.A. No. 9184
latter hereby covenants with the	the payment to be made by the PROVINCE to the CONTRACTOR, the PROVINCE to construct and complete the infrastructure works subject with the province of the Contract;
3. The PROVINCE	hereby covenants to pay the CONTRACTOR the amount of PES
unless otherwise agreed by th	f the construction and only upon completion of the infrastructure wo contract subject of this Agreement as a contract price at the time and instruct 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 my
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS.

 Philippine Currency, in the form of the signing of this Agreement, the Contractor has posted the furthful 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 puyable 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 tray rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's bealth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other 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 ragarding 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 arbitratura 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 artistration 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 agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeitute in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Intrisdiction 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.

	the parties have hereunto sign ontipolo City	ed this Agreement ii	us day of
GOI Builders	RIZALP	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			U
By:	By:	8	
Proprietor/Manager/President	5	Governor	RES
J.	WITNESSES		
186		Q.	
LOLITA B. DE GUZMA	N_ M	а. victořia в. т	EJADA
NO	TARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.			
BEFORE ME, a Notary Pub	he for and in Antipolo City, p	ersomilly appeared th	or following
Name/Unity	Valid ID Presented	Onte	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
Coreld Norm of Silor	105-019-03		
all known to me and to me known acknowledgment that the same is their present.	to be the same person's who r free voluntary act and deed a	executed the forego s well as the entity th	instrument and not they respectively
This matriment, consisting of written and has been signed by the par	of three (3) pages including the ties bareto in each and every po	is page wherein this ge hereof, refers to th	acknowledgment is a Agreement for
Countraction of Sto Southenness, Morong,	gage Room at Humberson Sinel	line, ochool,	drag.
WITNESS MY HAND AND	SEAL this Glassoft 2	9071 at Ries	i Provincial Capitol
Antipolo City		0-0	-7
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NOTICE TO PROCEED

07 April, 2021

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

Dear Mr. Nom:

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

Repair/Repainting/Improvement of Ynarcs Multi-Purpose Building, Brgy. Maybancul, Morong, 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 O

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder

4 9 2/2

JAMES G. NORA

02/17/2021 # 9

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized a
existing under Republic Act No. 7160, with seat of government at the Rizat Provincial Capit
Circumferential Road corner P. Oliveros St., Brgy. Son Roque, Antipolo City, represented in this act
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
- a sole proprietorship/private corporation, d
organized and existing under the laws of the Republic of the Philippines, with principal place of busin
and office address at and berein represented by
Proprietor/Prosident/General Manager, James O. Rome , of legal age, Filip
citizen, single/married, resident of,, hereinafter referred to as
CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed
pursuant of the Sangguniang Pantalawigan Ordinance No. 21, a. 2020 namely
monthly application Component of Theres attiques one Building, Bray.
"Themsel, Percent, Finel.
WHEREAS, the CONTRACTOR, warranting that it has the financial and, teclurical competer
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Respons
Bid in a public bidding held last February 17, 2021, has accepted and binds itself to underti
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 Time Tentral Timety Light Thoughout Hims Bundred
Districts Femor and 80/100 (P 908,943.80), Philippine Currence
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties her hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed with
(25) calendar days, in accordance with the provisions of the I
Documents, Approved Plant, Program of Works and Specifications and supporting/related docume
which are integrated herewith and incorporated besein by way of reference, namely:
n SP Ordinance No. 23, s. 5020
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
hidden's two (2) bidding envelopes
h. Bid Security
i. Addenda and Supplemental Bulletins
i. Notice of Award of Contract and the Contractor's Conformitythereto
k. Credit Line Certificato/NFCC/Certificate of Cash Deposit issued in accordance to the
Rules and Regulations implementing R.A. No. 9184
Secretary and the secretary and the secretary and the province of the second particles and the second particles are second particles and the second particles are second particles and the second particles are second part
In consideration of the payment to be made by the PROVINCE to the CONTRACTOR. latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject
three nereby covernment with the recovered of the Courtest
this Agreement in conformity with the province of the Contract,
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PES
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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 menuty or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS and treat Planety Planety Four Penns and 14/100 (Page 15 and December of Philippine Currency, in the form of Page 15 and December 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 goaruntee performance of his responsibilities in cuse 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 tentumnte 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 trees 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 sucome and business tax returns daily stamped and received by the BIR and duly validated with the tax payments made duration.
- 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 liowever, 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 matual agreement of the parties hereto to agree in writing C 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 WITHEREOF	, the parties have hereunto signe Antipolo City.	d this Agreement th	nis day o
2.0. Norn Builders Entity/Firm/Corporation	RIZAL PR	OVINCIAL GOVE	RNMENT
Byc	By:	*	
The States	60	EBECCA A. YNAI	orc
Proprietor/Munager/President		Governor4	A.C.
	Text 44440 Comment 444		
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LOLITA B. DOGUZMA	NN_	L VICTORIA B. T	EJADA
/ No	OTARIAL ACKNOWLEDGM	ENT	
SV	ek"		
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY) S	S)		
BEFORE ME, a Notary Pu	blic for and in Antipolo City, po	tsonally appeared th	e following:
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Pasaport No. P\$239281A	August 5, 2028	Manda
Numer C. Nore	112-111-11		
all known to me and to me know acknowledgment that the same is the present.	eir free voluntary act and deed as	well as the entity th	at they respective
This instrument, consisting written and has been signed by the p	of three (3) pages including the erties bereto in each and every pag	page wherein this te hereof, refers to th	acknowledgment e Agreement for
Repair/Repairting/ Paytamesi, Marong, Risal	aprovement of Maurice Na	Lipurpose Duil	fine, Prey-
	SEAL thin day of 5	47H 2021 - 1914	d Provincial Capita
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NOTICE TO PROCEED

07 April, 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. SORLANO CONSTRUCTION that work may proceed on the Repair/Repainting of 3-units, 2-storey Ynares Multi-Purpose Building (Health Center, Brgy, Hall, RICC & RHW Office), Brgs. San Pedro, Morong, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder

4.6-2021

SIDNEY, B. SORIANO

CONSTRUCTION AGREEMENT 10

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly expanized 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, Attipolo City, represented in this act by its GOVERNOR, HON, REBECCA A, YNARES, berein referred to as the PROVINCE; and

Be Be Series Country of the Republic of the Philippines, with prond office address at Normal Result and herein Proprietor/President/General Manager, Sidney Series crizes, single/married, resident of Republic of hereinafter CONTRACTOR, WITNESSETH, That,	represented by its of legal age, Filipino
WHEREAS, the PROVINCE declares that certain infrastructure works a pursuant of the Sangguniang Panlalawigan Ordinance No. 25, s. 2020	should be constructed in namely:
Repoir/Repointing of 5 units, 2 storey Youres Multipur Conter, Bruy, Hall, MIGG & BHS Office), Bruy, San Pedro, No.	

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

- Hierary (90) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:
 - a SP Ordinance No. 23, 8a 2020
 - b Certificate of Availability of Funds
 - g. Scope/Program of Work and Detailed Instituate
 - d. Drawing, Plans and Specifications
 - c. 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 Bulletius
 - 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 bereby covenants to pay the CONTRACTOR the amount of PESOS

 One Hilliam Pairty The Thousand Case Europed Seventy The Posos and 10/100

 (P__1_037_178_10_), 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 The state of Thousand Size Hundred Life Contractor and 63/400 (P. 309,651,65).)

Philippina Currency, in the form of Performance Sound 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 Building Documents;

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE:
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2005, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, 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 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/minicipality of the Province of Rizal where the infrastructure project or works is/are located.

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

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

Name/Emity Valid ID Presented Date Place
HON REBECCA A YNARES Passport No. P5239281A August 5, 2028 Mamila

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 women and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for

Sepain/Papainting of 3 units, 2 storay Tource Heltipurpose Bldg. (Health Conter, Brgy. Hell, STOC & Rev Office), Brgy. Hen Hedre, Morong, Steal

WITNESS MY HAND AND SEAL thin ______day of 5 / ______ at Rizal Provincial Capitol, Antipolo City.

Doc No. 474 Paga No. 49 Hook No. Series 20.24



NOTICE TO PROCEED

07 April, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman

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

LARD BUILDERS—that work may proceed on the

Repair/Repainting of Youres School Bidgs, at Quisan National High School, Begg. Quisan, Pililla, 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 Rizzi.

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on.

Authorized Signature

Name of the Representative of the Bidder:

RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

er Republic Actival Road corner NOR, HON, REI DELLOREN d existing under address at esident/General gle/married, res TOR, WITNESS EREAS, the PRO he Sangguniang I	P. Oliveros BECCA A. the laws of Manager, sident of ETH, That,	St., Brity VNARES the Repul	San Rog S, herein re , a s hlic of the	ue, Antipol eferred to a ole proprie Philippines and	to City, re the PRC tomhit/po tomhit/po tomhit/po betein	epresented in to OVINCE; and rivate corporationing place of	his set b tion, dul f busines
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The state of the s	the above said in lic bidding held it too and complet andreds set forth in of the amount leader and 20 W, THEREFORE as follows: The whole wo as follows: P Ordinance No. ertificate of Avail cope/Program of troving, Plans and coperation Scheeled and Supplement and Security idends and Supplement of Award of redit Line Certificate of Award of redit Line Certificate and Regulation of covernments with the province of the PROVINCE	the above said infrastructure lic bidding held last Palaration and completion of the andards set forth in the bid do of the amount of	the above said infrastructure works, he lie bidding held last Fabruary 12, tion and completion of the above said and and completion of the above said and set forth in the bid documents, as of the amount of the MILLIER POPE for and in considerate follows: The whole works subject matter 12 (26) calendary c	the above said infrastructure works, has been delic bridding held last Palarage 124 too and completion of the above said infrastrum and ards set forth in the bid documents, approved a of the amount of	the above said infrastructure works, has been declared as the lic bridging held last Yabranary 12. has accompleted and completion of the above said infrastructure work and ards set forth in the bid documents, approved plans, program of the amount of the forest form of the amount of the forest form of the works subject matter of this Agreement form of the whole works subject matter of this Agreement for the whole works subject matter of this Agreement for the whole works subject matter of this Agreement form of the works and Specifications a tegrated herewith and incorporated herein by way of reference of Ordinance No. The forest for the pression of interest fidding Plans and Specifications construction Schedule equest for Expression of interest fidding Documents including all the documents/statements of diders two (2) bidding envelopes for Security didends and Supplemental Bulletins of Security didends and Supplemental Bulletins of the Centractor's Conformity redit Line Certificate/NFCC/Certificate of Cnsh Deposit issues and Regulations implementing R.A. No. 9184 In consideration of the payment to be made by the PROVINGE to construct and complete them in conformity with the province of the Contract; The PROVINCE hereby, covenants to pay the CONTRO	the above said infrastructure works, has been declared as the Lowestic bidding held last Pabrager 12. has accepted and tion and completion of the above said infrastructure works strictly inducted set forth in the bid documents, approved plans, program of works of the amount of the latest	W. THEREFORE, for and in consideration of the fotogoing premises, the particle as follows: The whole works subject matter of this Agreement shall be complete the works subject matter of this Agreement shall be complete the works. The whole works subject matter days, in accordance with the provisionate Approved Plans, Program of Works and Specifications and supporting/related ditegrated herewith and incorporated herein by way of reference, namely: P. Ordinance No. P. Ordinance No. P. Ordinance No. P. And Decay of Funds of Plans and Specifications on the work and Detailed Estimate traving. Plans and Specifications on the supporting all the documents/statements contained in the winning diders two (2) bidding envelopes in Security dends and Supplemental Bulletina of Security dends and Supplemental Bulletina of Contract and the Contractor's Conformitythereto redit Line Certificate of Crash Deposit issued in accordance to the stand Regulations implementing R.A. No. 9184 In consideration of the payment to be made by the PROVINCE to the CONTRACT covenants with the PROVINCE to construct and complete the infinistructure works.

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any
 official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four hundred laxty the Toomand Series hundred PLNS and 16/100 (P461-702-16)

 Philippine Currency, in the form of Parformance Security 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 betowith, 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 hoplementing 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 duringes, 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 is 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 susperformed partiest 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 berematter 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 arbitrature under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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 report 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 net 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 MILNESS WHEREON	 the parties have hereunto sign Antipolo City. 	ed this Agreement ti	us day of
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REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY	(S) (S.S.		
BEFORE ME, a Notary Po	ablic for and in Antipolo City, po	ersonally appeared th	e following
Name/Entity	Valid II) Presented	Date	Place
HON REBECCA A VNARES	Pasaport No. P\$239281A	August 5, 2028	Manda
Manato Villaromen	1975-254-1568		
all known to me and to me know acknowledgment that the same is the present.	n to be the same person's who seir free voluntary net and deed as	executed the forego well as the entity th	ing instrument and at they respectively
This instrument, consisting written and has been aigned by the p	of three (3) pages including the earties hereto in each and every page	s page wherein this ge hereof, refers to the	acknowledgment is e Agreement for
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NOTICE TO PROCEED

07 April, 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/Concreting of Portion of Masantol Feeder Road, at Brgy. Quisau, Pililla, 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 AT YNARES

Governord

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

4.8.3.4

RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT | 2

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at several proprietor/President/General Manager, and berein represented by its Proprietor/President/General Manager, of legal age, Filipino citizen, single/married, resident of several place, 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. 1010 838. 6. 8. 2020 namely:
Construction/Congreting of Fortion of Hammatol Feeder Road at Brigg.
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 bridging held last **e-harman** 17. has accepted and hinds itself to undertake the construction and completion of the above and 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 Dight Windred Phirty Nice Thousand For Europe of State Peace and Ch/100 (P 7,059,465404), Philippine Correccy.
hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Lighty (50) calcular 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.
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 Conformitythereto 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 bereby covenants to pay the CONTRACTOR the amount of PESOS Two Rillion Fig.t Bandred Phinty Nine Decumed Four Bundred Pinty Sight Pesos
end 0h/100 (P 2,839,468,04), Philipping
Currency, in consideration of the construction and only upon completion of the infrastructure works

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

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

- 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 sociarity of PPSOS Adapt Supermed Strip to Thomas Adapt Stri
- 6. Contractor undertakes to post a warranty security to gnarantee performance of his responsibilities in case of "Simoural 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 embedded in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the contractor in case of breach thereof. For the procurement of Goods, Intrastructure 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 my 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;
- 1.2. 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 pretent 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 thorson.
- 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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Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its implementing Rules and Regulations, shall make the CONTRACTOR hable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

0 5 WITNESS WHEREOF, the	o parties have hereunto sign stipolo City.	ed this Agreement th	nisday of
Entity/Firm/Corporation	RIZAL P	ROVINCIAL GOVE	RNMENT
By: A	By:	8	2
Proprietor/Manager/President		Governor 4	RES
LOLITA B. DE GUZMAN	WITNESSES M	а. уістова в. т	EJADA
NOT	ARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, po	asomlly appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Pasiport No. P8259281A	August 5, 2028	Manda
Penato VIII comm	119-011-013		
all known to use and to me known to anknowledgment that the same is their t present.	free voluntary act and deed a	s well as the entity the	at they respectively
This instrument, consisting of written and has been signed by the partie	three (3) pages including the is hereto in each and every pa	s page wherein this i ge hereof, refers to the	ecknowledgment is Agreement for
Construction/Consrcting			
WITNESS MY HAND AND SI Antipolo City.	EAL thisday of 5	SPR 2021 at Rical	Provincial Capitol,
Doe No. 25 Page No. 27 Book No. Series 20 27		ALL THAMASALVI MIANTPERCE	Dusc

1FLUTL - 79744

* DY A. D. PASSET SHAPPS NO.



NOTICE TO PROCEED

07 April, 2021

MS. DARCY KIMEL D.J. RESPICIO DARCY AND ANNA BUILDERS AND TRADING Cardona, Rizal

Dear Ms. Respicio:

The attached Contract Agreement having been approved, notice is hereby given to DARCY & ANNA BUILDERS AND TRADING—that work may proceed on the Construction/Concreting of Portion of Upper Daria Street, at Brgy. Ningan, Pililla, 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

Governor

I acknowledge receipt of this Notice on

Authorized Signature:

Name of the Representative of the Bidder

DARCO MANUEL D.J. RESPICIO

02/17/2021 # 13

CONSTRUCTION AGREEMENT | 3

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. 7160, with sent of government at the Rizal Provincial Capitol Circumferential Road corner P. Oliveros St., Brgy. Sun Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE, and
Parcy & Amer. Builders and Trading , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at and begin represented by in
Proprietor/President/General Manager, here Mind D. Reguleis of legal age, Filipino citizen, single/married, resident of
WHEREAS, the PROVINCE declares that certain infinstructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 25, 20 20 namely:
Construction/ Congreting of Fortion of Typer Haris Hirest, at Ermy. History, Filling Rical
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>reference 57. 2025</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 Cas Hillow to Instruct Forty of Thomsond -1: Cas Hillow Cas Foods and 27/100 P 1,146,691,27), Philippine Currency.
1 The whole works subject matter of this Agreement shall be completed within a sty (() 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:
n. SP Ordinance No. 23, n. 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 Bulletina
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 Vatter 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
On 1311 Con Con Fundand Forty Pin Ton 14 to Hundred Hinsty Con Femon and 1
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 accurity of PESOS TERM INDICATE THOUSAND SOFT THOUSAND

Philippine Currency, in the form of PERCONNECT Bond on 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 horswith, 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 Fuilures" 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 wir.

"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 resend or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's 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 to 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 Juration of the contract, CONTRACTOR shall regularly present a tax elemence 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. \$76, 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 13 to resort to other alternative modes of disputes resolution.

Without prejudice to administrative sanctions that may be unposed 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.

	the parties have hereunto sign Antipolo City.	ned this Agreement ti	his day of
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By: (L	By:	100	
Proprietor Municipal Provident	do I	Governor	RES
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V.	a 2:	Ť	100000
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NO	TARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) 8.			
BEFORE ME, a Notary Pub	lic for and in Antipolo City, p	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Duto	Place
HON REBECCA A. YNARES	Pasaport No. P8219281A	August 5, 2028	Mumla
Horey Kinel DJ. Hespanie	255-51-44		
all known to me and to me known acknowledgment that the same is the present.	to be the same person's who r free voluntary act and deed a	executed the forego a well as the entity th	ing instrument and at they respectively
This instrument, consisting a written and has been signed by the pur	of three (3) pages including the tres bendo in each and every pr	is page wherein this age hereof, refers to the	ncknowledgment is Agreement for
Construction/Concret: Hiograp, Fillills, Rissl	ing of Jertian of Nyper		
The second secon	SEAL this day of ^[]	5 = 13 2021	Provincial Capitol,
WITNESS MY HAND AND Antipolo City.	SEAL this day of	, at Kiza	Provincial Capitol,
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CAUC NO. 34		MILL NOTARY PU	
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William W. E.L.	. II	PUFETA	65 P. P. A.
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NOTICE TO PROCEED

07 April, 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

**Concreting of Portion of E. Tihay Street (Pulo), at Brgs. Wana, Pililla, 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 Rigal.

Very truly yours,

REBECCA A. YNARES

Governore

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder,

1.5

NATOC. VILLAROMAN

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

Circumferential Road corner P. Oliver	160, with seat of government at the Rizal Provincial ros St., Brgy, San Roque, Antipolo City, represented in th A. YNARES, herein referred to as the PROVINCE; and
Lerd Dudldern	a sole proprietorship/private corporati
organized and existing under the laws	of the Republic of the Philippines, with principal place of
and office address at liero.	a and herein represented
Proprietor/President/General Manager	
citizen, single/married, resident of	The state of the s
CONTRACTOR, WITNESSETH, Th	A STATE OF THE PROPERTY OF THE
	declares that certain infrastructure works should be const
pursuant of the Sangguriang Panlalawi	igan Ordinance Nonam
Supersting of Furties	of S. Tibuy Street (polo), at Srgy, Years,
Fillia, Rissi	
WHEREAS the CONTRACT	OR, warranting that it has the financial and, technical cor
	ure works, has been declared as the Lowest Calculated Re
Rid in a public hidding held last	brancy 17, 201 has accepted and binds itself to u
	e shove said infrastructure works strictly in accordance
	documents, approved plans, program of works and specifi
	ine numbered timby Seven Transcept Seven Ton
Two live Fewor and 94/400	(P 987,752,04), Philippine Cu
THE PERSON NAME AND ADDRESS OF	to 2014, 224 W tumbbung co
NOW, THEREFORE, for an hereby agree as follows:	d in consideration of the foregoing premises, the partic
Documents, Approved Plans, Program	oct matter of this Agreement shall be completed oct matter of this Agreement shall be completed oct matter of this Agreement shall be completed of Works and Specifications and supporting/related der portated herein by way of reference, namely:
AND A THE PROPERTY OF THE PROP	18 Publisher (1994) - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1995 - 1
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b. Certificate of Availability of	Funds
c. Scope/Program of Work and	
d. Drawing, Plans and Specific	
e. Construction Schedule	ACCOUNTY OF
f. Request for Expression of bu	for the P
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h. Bid Security i. Addends and Supplemental E j. Notice of Award of Contract k. Credit Line Certificate/NFCs Rules and Regulations implemental 2. In consideration of the pays latter hereby covenants with the PROV this Agreement in conformity with the	ing all the documents/statements contained in the winning elopes Suffering and the Contractor's Conformitythereto C/Certificate of Cash Deposit issued in accordance to the anting R.A. No. 9184 ment to be made by the PROVINCE to the CONTRACTINCE to construct and complete the infrastructure works a province of the Contract;
h. Bid Security i. Addends and Supplemental E j. Notice of Award of Contract k. Credit Line Certificate/NFCs Rules and Regulations implemental 2. In consideration of the pays latter hereby covenants with the PROV this Agreement in conformity with the pays 3. The PROVINCE hereby	ing all the documents/statements contained in the winning elopes Suffering and the Contractor's Conformitythereto C/Certificate of Cash Deposit issued in accordance to the anting R.A. No. 9184 ment to be made by the PROVINCE to the CONTRACT INCE to construct and complete the infrastructure works in

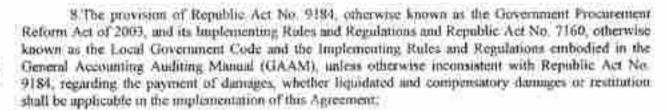
manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor.

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;

 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS. Two instances having the Thomsand Three limiting Philippens February 38/100 (P295,313,88).

Philippine Currency, in the form of performance 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 Fuilures" 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;



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

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

Walkinst projudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of anyfuli 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

	F, the parties have bereunto sign f Antipolo City.	ned this Agreement t	his day of
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Entity/Firm/Corporation	55115504	Acces 1111 Care Care 1	THE PROPERTY OF
ву:	By:	5	
Samuel Allingson		REBECCA A. YNAI	RES
Proprietor/Manager/President		Governord	
/	WITNESSES		
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			10121
LOLITA B/DE GVZM	AN_	A. VICTORIA B. T	EJADA
2 N	OTARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY):	ES) S.S.		
BEFORE ME, a Notary Pr	ablic for and in Antipolo City, p	crsonally appeared th	e following:
Name/Entity	Valid ID Presented	Dute	Place.
HON REBECCA A YNARES	Pasaport No. P8239281A	August 5, 2028	Manile
HMATG VILLATORIS	115-011-015		
all known to me and to me know acknowledgment that the same is the present.			
This instrument, consisting vertiten and has been signed by the p	of three (3) pages including thi arties heroto in each and every pa		
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NOTICE TO PROCEED

07 April, 2021

MR. JOVITO L. LANSANG LANSANG CONSTRUCTION Marikina City

Dear Mr. Lansang:

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

Construction/Repainting/Improvement of Ynares Multi-Purpose
Covered Court at Brgy. Niogan and Brgy. Malaya, Pililla, 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 d

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

4.8-2011

IOVITO L. LANSANG

02/17/2021 # 15

CONSTRUCTION AGREEMENT IS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and emered 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. Sm 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
3	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **********************************
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
	pursuant of the Sangguniang Panlalawigan Ordinance No. 23 1 2020 namely
	Ominiopolican/Repolations/Engrovement of Taxons Rultipaymone Covered
	Court of Name Singun and Suppy Ralays, Stilling Simil-
	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 beld last
	the construction and completion of the above said infrastructure works strictly in accordance with the
	following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of
	Consideration of the amount of the Topics (p 7s/705), Philippine Currency
	THE PARTY AND PROPERTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PART
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
	hereby agree as follows:
	75 F 77 F 78 F 78 F 78 F 78 F 78 F 78 F
	 The whole works subject matter of this Agreement shall be completed within
-0.11	(ie) calendar days, in accordance with the provisions of the Bid
1	Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herem by way of reference, namely:
	a. SP Ordinance No. 25 to 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
	 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
1.	 Notice of Award of Contract and the Contractor's Conformity thereto.
8	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
	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

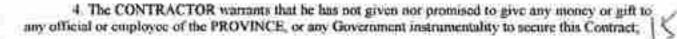
Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreementas a contract price at the time and in the

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

(P

this Agreement in conformity with the province of the Contract;

Documents:



5. It is understood that prior to the signing of this Agrees required performance security of PESOS	ment, the Contractor has posted the
Philippine Currency, in the form of faithful compliance of and compliance with his obligations papers/documents in support thereto and/or incorporated herewith	

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 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 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 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.

ЯЬ

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 sauctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

0 5 ACIA (NZ) at	the parties have Antipolo City.	heraunto signo	d this Agreement this	sday of
Entity/Firm/Corporation		RIZAL P	ROVINCIAL GOVE	RNMENT
Br. Lug Clamond		B ₃		
Date of the control o		(6)	EBECCA A. YNAR	e.
Propoctor/Manager/President		: 161	Governor	13
100	WITN	SSES	19950	
LOLITA BADE GIZMAN		100	A VICTORIZA T	FIADA
Salar Security		1	A VICTORIALE I	ECOLOS:
18 °	OTAREAU ACK	OWLEDGME	NT	
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY	S))S.S.			
BEFORE ME, a Notary Pu	blic for and in Aut	polo City, per	sonally appeared the	following
Name/Enrity	Valid ID Pr	esented	Date	Place
HON REBECCA A YNARES	Passport No. 1	98239281A	August 5, 2026	Manile
Los Louisias	ACCHTH Sell	15.		
all known to me and to me known acknowledgment that the same is the present				
This instrument, consisting written and has been signed by the pa				
Construction/Repaint at Hygy. Names and Sygy.	ing/Improvedon Sulayu, 74141	Ma Bizel		avered Souri
		0.5 H	1 2WA	
WITHESS MY HAND AND Amapolo City.	SEAL shis	day of	at Rind I	Provincial Capitol.
Dec No. 419 Pupe No. 479 Book No. Senes 20 14		0.18	Thicoesy sents The salvening The salvening The salvening	03 550 5547 750

+/s = CONTRACTOR



NOTICE TO PROCEED

07 April, 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

Repulr/Improvement of Ynares Multi-Purpose Hidg., Brgs. San Rafael, Rodriguez, 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

I acknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder.

0

RENATO C. VILLAROMAN

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS

This AGREEMENT made and entered into by and between

The state of the s
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized existing under Republic Act No. 7169, with seat of government at the Rizal Provincial Cap Circumferential Road corner P. Oliveros St., Bogy. San Roque, Antipolo City, represented in this acits GOVERNOR, HON REHECCA A. YNARES, becam referred to as the PROVINCE; and
LARD BUILDERS, a sole proprietorship/private corporation, or
organized and existing under the laws of the Republic of the Philippines, with principal place of busing and office address at Beres, Rizel and herein represented by Proprietor/President/ General Manager, BENATO VILLAROHAN of legal age, Filip citizen, single/married, resident of Beres, Rizel hereinafter referred to as CONTRACTOR WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 23, #+ 2020 namely:
Hopeic/Improvement of Yosess Helti-Purpose Bldg., Brgy. Sen Refeel, Hodrigues, Rizel
to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsibility in a public bidding held last 17 Pebrustry 2020 has accepted and binds itself to undertake 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 One Militon Sixty-Seven Thousand Fifty-Seven Peros 4 35/100 (P.1,067,057,85), Philippine Currence MOV. Therefore the amount of the amount of the amount of the amount of the mount of the mo
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties her bereby agree as follows:
I The whole works subject matter of this Agreement shall be completed with Fighty () 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:
n SP Ordinance No 23, # 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 hidder/s two (2) hidding envelopes.



h. Bid Security

i. Addenda and Supplemental Bulletins

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

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;

 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESO Date Million Sixty-Seven Thousand Fifty-Seven Penos 4 85/130
(P 1,067,057.85). Philippis
Currency, in consideration of the construction and only upon completion of the infrastructure work 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.

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

Philippine Currency, in the form of <u>Ferroemesce tones</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.
- 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, 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 austained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR:
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
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 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 admitted 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

a de

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 susctions 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 baseful 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.

	F, the parties have harounto a it Antipolo City	igned this Agreement thi	k day of
LARO CUTLDERS	RIZA	L PROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation	1023	C rate in the control of the	action (2)
By:	By	б	
Proprietor/Manager/President		REBECCA A. YNARI	ES
le .	WITNESSES	Salvania	
LOLITA JE DE SEZMAN		MA VICTORIAGE T	EIADA
n a	NOTARIAL ACKNOWLED	MENT	
REPUBLIC OF THE PHILIPPINI ANTIPOLO CITY	(S)) S.S.		
BEFORE ME, a Notary Pr	oblic for and in Antipelo City	personally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Passport No. P\$239281A	Angus: 5, 2028	Mamla.
REPRING VILLARGEAN	TIN NO. 119-041-4	48	
all known to me and to me know acknowledgment that the same is the present			
This instrument, consisting written and has been aigned by the p	of three (3) pages including arties hereto in each and every		
Repair/Laprovement of Bourigues, Wirel	Yuaces Multi-Purpose a	Sleig., Begy. Sun Re	risel,
5255 725			Ti-
WITNESS MY HAND AND Antipolo City	SEAL this do Po5	APR 2021 at 16 and 1	Provincial Capacit
Page No. #3 Book No. #3 Series 30 #4	6777	AND	A-MIAMPA 1021 10-07

KOLLOTA TAMES AT SELECT



NOTICE TO PROCEED

07 April, 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 Waiting Shed & Fnares Multi-Purpose Bldg. at Brgg. Purpy, 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

Governord

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

4 8 701

ARLOS & GERONIMO

CONSTRUCTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

CSGER CONSTRUCTION COMPORATION	 a sole proprietorship/private corporat 	ion, duly
and office address at Modefan	the Republic of the Philippines, with principal place of page, Risol and herein represented	by is
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	CARLOS GENORIDO , of legal age, Enchriques, Risal, hereinafter referred to	Filipine as the
WHEREAS, the PROVINCE deel pursonnt of the Sangguniang Panlalawigan	clares that certain infrastructure works should be const in Ordinance No. 23, s. 2020 name	tructed in sely:
Repuls of Heiting Shed 6 in Hodrigues, Risel	marcas Huiti-Purpose Sidg. at Brgy. Pursy	
WHERE AS the CONTRACTOR	, warranting that it has the financial and, technical co-	
to undertake the above said infrastructure of Bid in a public bidding held last 17 Fe the construction and completion of the all following standards set forth in the bid doc consideration of the amount of Mine	blurgery 2021 has accepted and binds itself to a shove said infrastructure works strictly in accordance currents, approved plans, program of works and specifi flundred hinety-Eleht Thousand Eighty-Nia	undertake with the leation of all
to undertake the above said infrastructure to Bid in a public bidding held last	bove said infrastructure works strictly in accordance currents, approved plans, program of works and specific	undertake with the leation of all

(70) 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, 8, 2020
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Drawing, Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidden's two (2) hidding envelopes
- h. Bid Security
- Addends and Supplemental Buffetins
- 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 Nine Bondred Minety-Eight Thousand Eighty-Nine Pesos 5 71/100 (P 998,089.71). 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;

 It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Minety-Mine Thousand Four

Handred Twenty-Six Peace 5 91/100 (P 299,426.91)
Philippine Currency, in the form of Pecformence 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 Documents.

- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Fashares" 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 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;

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

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

	the parties have hereunto sign antipolo City.	ed this Agreement (hisday of
CSGER CONSTRUCTION CORPORATION Entity/Firm/Corporation	RIZAL P	ROVINCIAL GOV	ERNMENT
By GREG	By:	6	
Propriesor/Manager/President	R	EBECCA A. YNA Governor &	RES
LOLITA B. DE GOZMAN	WITNESSES	L VICTORÍA B. T	Trana.
1	TARIAL ACKNOWLEDGE		nance:
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S			
BEFORE ME, a Notary Publ	to for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
CARLOS GENORIDAD	III 80. 009-002-732		7
all known to me and to me known to acknowledgment that the same is their present.			
This instrument, consisting of written and has been signed by the part	three (3) pages including this ies hereto in each and every pag	page wherein this phereof, refers to the	acknowledgment is Agreement for
Repair of Waiting Shed 5 Ym Bodrigues, Rivel	eres hulti-Purpose Bld	g. at Brgy. Pur	rwy,
WITNESS MY HAND AND S Antipolo City.	EAL this day of A	PR 2021 at Mical	Provincial Capitol,
Doc No. 406 Page No. 52 Book No. 52 Sories 20 34		时间开始的一个 10年2月1日 - 10日日) Brach Augus Fr 37, 2021

430月2 日日日初州市以北



OFFICE OF THE GOVERNOR NOTICE TO PROCEED

07 April, 2021

MR. NICKERSON H. SAGUN NICKERSON CONSTRUCTION Rodriguez, Rizal

Dear Mr. Sagun;

The attached Contract Agreement having been approved, notice is hereby given to
NICKERSON CONSTRUCTION—that work may proceed on the
Construction of Fence & Improvement of Finares
Multi-Purpose Covered Court at Brgy. San Isidro, Rodriguez, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA L YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: NICKERSON

02/17/2021 # 18

CONSTRUCTION AGREEMENT |Q

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, begin referred to as the PROVINCE; and

MICKERSON CONSTRUCTION	, a sole proprietorship/private corporation	duly
organized and existing under the laws of and office address at Roderfigu	the Republic of the Philippines, with principal place of bu	miness
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Redefigues, Rissi, beremafter referred to a	ilipino

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

Countraction of Peace & Improvement of Ymeres Hulti-Purpose Covered Court at Bray. Sem Indian, Rodriguez, 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 17 Pebruary 2021 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Fillion bline Bundley Two Thousand Six Hundred Eighty-Eight Peace 6 85/100 (P. 1, 902, 688-85), 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 Hamby (90) calendar days, in accordance with the provisions of the Bid Documents. Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated berewith and incorporated berein by way of reference, namely:
 - n 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) Indding 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 Roles and Regulations implementing R.A. No. 9184
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverages with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS One Million Bine Hundred Two Thousand Six Hundred Electy-Eight Pasos 4
 85/200
 (P 1, 902, 688, 65), Philippine Currency, in consideration of the construction and only upon completion of the infinitivenure 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;

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Pive Bundeed Seventy Thousand Eight Handred Six Pesos 6 66/100 (p. 570,806.66)

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;
- 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 incomistent 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 psyable by the contractor in case of breach thereof. For the procurement of Goods, infrastructure Projects and Comulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cent of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the unrount 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 direction of the contract, CONTRACTOR shall regularly present a first 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 thereou
- 15. Any and all disputes arriving 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 thin, 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 in/are located.

	at Antipolo City.	hereunto sign	ed this Agreement t	hisday
NICKERSON CONSTRUCTION		DIZAT D	ROVINCIAL GOV	CONDECNE
Entity/Firm/Corporation		MARCHAE E	ROVINCIAL GOV	CHUMMETAL
By AHARTSON		By:	8	^
Proprietor/Manager/President	es.	R	Governor &	RES
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LOLITA'B. DE GUZM	IAN _	M1/	L VICTORIA B. T	EJADA
7	OTARIAL ACKN	OWLEDGN	TENT	
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY)	ES) \$.5.			
BEFORE ME, a Notary P	ublic for and in Ant	ipolo City, po	rsonally appeared th	e following
Name/Entity	Valid ID F	resented	Date	Placo
HON REBECCA A YNARES	Passport No. F	8239281A	August 5, 2028	Manila
NICKERSON SAGUN	TIN NO. 41	2-090-913		
all known to me and to me know acknowledgment that the same is the present.				
This instrument, consisting written and has been signed by the p	g of three (3) pages ourties hereto in each	including this and every pag	page wherein this se hereof, refers to the	cknowledgment i Agreement for
Construction of Femme & La Ergy. San Isidro, Modrigue	provident of Y	nazee Hult	i-Purpose Cover	ed Court #2
WITNESS MY HAND AN	D SEAL this	all at the	n AUI , at Rical	Provincial Capito
Doc No. 469 Page No. 22 Book No. 4 Series 20 34		ATTIV UPLE VPLE VPLE	William Street	DEAC YA-ADRHOS D-1027 ZE-67 ZEBELT DB



NOTICE TO PROCEED

07 April, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Construction of Welcome Arc. Improvement Repair /Repainting of Yeares Multi-Purpose

Covered Court and Stage at Brgy. San Islato and 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

Gavernor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder;

 \otimes

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. 7168, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON REBECCA A YNARES, herein referred to as the PROVINCE, and
IARD 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 BRENS, RISS and berein represented by its Proprietor/President/ General Manager, REMATO VILLARIMAN of legal age, Filipino citizen, single/married, resident of BRENS, RISS 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. 23, 8, 2020/8258 item, namely
Construction of Welcoms Arc, Improvement/Repair/Repair/Repainting of Youres Hulti-Purpose Covered Court and Stage at Brgy. San Isidro and Brgy. Burgos, Rodriguez, Rital
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 17 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 One 19111 on Fight European Sixty Thousand Sixt Burdened
Seventeen Perce & 61/100 (P 1,860,617.61), 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 (<u>80</u>) 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, s. 2020/RPSB Pers. No. 6, s. 2020 b. Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule
 f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
h. Bid Security i. Addenda and Supplemental Bulletins
 Notice of Award of Contract and the Contractor's Conformity thereto 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 bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Che Million Elght Hundred Sixty Thousand Six Maximud Seventeen Fesos 5
 61/100 (P 1,860,617,61), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this 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. Five Hundred Fifty-Fight Thousand One Hundred Eighty-Five Pesos 6 28/200 (P 558, 185, 28)

Philippine Currency, in the form of <u>Purformence 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 berewith, in accordance with the Bidding Decuments.

- 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 biquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

Section 68 of Role 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;
- 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 PROVENCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR.
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement.
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 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 cutate the PROVENCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the duration of the contract, CONTRACTOR shall regularly present a tax elegrance 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 arbitrotors under Republic Act No. 876, also known as the "Arbitration Law" Provided however. That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/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 liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in layor 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.

LARD BUILDERS	RIZALP	ROVINCIAL GOVE	RNMPNT
Entity/Firm/Corporation	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
By B	By	4	
RENATO ATLLABORAN	R	EBECCA VNAR	86:
Proprietor/Manayler/President		Governord	
Be	WITNESSES		
		2/	2002-01
LOLITAR DE QUEMAN	N.	IA VICTORIA B. T.	EIADA
7	NAME OF THE PARTY		
i)	NOTARIAL ACKNOWLEDGMI	ENT	
REPUBLIC OF THE PHILIPPINI	5)		
INTIPOLO CITY)SS		
BEFORE ME, a Notary Pr	iblic for and in Antipolo City, per	soudly appeared the	following
Name/Emity	Valid ID Presented	Date	Place
ION REBECCA A. YNARES	Passport No. P\$239281A	August 5, 2624	Manila
EMATO VILLARIMAN	TIN NO. 119-041-665		

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

Construction of Welsons Arc, Improvement/Repsis/Repsinting of Youres Multi-Purpose Covered Court and Stage at Ergy. San Isidro and Brgy. Burgos, Redrigues, Risel

WITNESS MY HAND AND SEAL this	0 5 APR 2021 at Rical Provincial Caputal,
Dec No #77 Page No #7 Book No. Sense 20 #	OTANTICAL DE MANAGE DE GA
	*15 - 0 15 4612 0 0 10 10 10 10 10 10 10 10 10 10 10 10



NOTICE TO PROCEED

07 April, 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)

Tierra Monte Subd., Brgy, Silangan, San Mates, 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

Lacknowledge receipt of this Notice on:

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 etween

This Professional Transcrate and Chiston the by and	CHICKII
The PROVINCIAL GOVERNMENT OF RIZAL, existing under Republic Act No. 7168, with seat of g Circumferential Road corner P. Oliveros St., Brgy, San Reits GOVERNOR, HON REBECCA A. YNARES, berein re	overnment at the Rizal Provincial Capitol, pic. Antipolo City, represented in this act by
TARD NUTLOSES , a s	de amountainentinouristation accessoration (A.A.)
organized and existing under the laws of the Republic of the and office address at Escens, Rizel Proprietor/President/ General Manager, REMATO VII citizen, single/married, resident of Berens, Rizel CONTRACTOR WITNESSETH, That,	Philippines, with principal place of business , and herein represented by its, of legal age, Filipine
WHEREAS, the PROVINCE declares that certain pursuant of the Sanggariang Panlalawigan Ordinance No.	nfrastructure works should be constructed in 23, r. 2020 namely:
Construction/Provision of Neck Facilitie Tierre Monte Sobd., Brgy. Silmagen, Sen	(Union, Smithtles & Peginer)
WHEREAS, the CONTRACTOR, warranting that to undertake the above said infrastructure works, has been a Bid in a public bidding held last 17 February 2021 the construction and completion of the above said infrastiful following standards set forth in the bid documents, approved consideration of the amount of One Million Three This standards of the amount of One Million Three Consideration of the One Million Three C	sclared as the Lowest Calculated Responsive has accepted and binds itself to undertake icture works strictly in accordance with the plans, program of works and specification in fundred Seventy-Pive Trousend
Thirty-Coe Peros & 46/100	P 1, 175,031,46), Philippine Currency.
NOW, THEREFORE, for and in consideration of hereby agree as follows: I. The whole works subject matter of this Eighty (80) calendar days, in Documents, Approved Plans, Program of Works and Specwhich are integrated herewith and incorporated herein by war	Agreement shall be completed within accordance with the provisions of the Bid iffications and supporting/related documents
	Pur Pour la Propins de la companie d
a. SP Ordinance No. 23, #, 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/si bidder/s two (2) bidding envelopes	talements contained in the winning
h Bid Security	

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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

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

i. Addenda and Supplemental Bulletins

Rules and Regulations implementing R.A. No. 9184

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Three imprired Seventy-Five Thousand Thirty-One Pesos 6 46/100 (P 1,375,031.46), Philippine Currency, in consideration of the construction and only upon completion of the imfrastructure 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 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 Flour Sundeed Israire Thompsond Five Hundred Mine Poeces 6 44/100 (p412,509.44)

Philippine Currency, in the form of <u>ForTocomento house</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 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;
- 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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- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

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

	the parties have hereunto signe Antipolo City	d this Agroement this	tday of
LARD BUILDIES	RIZALP	ROVINCIAL GOVE	DAMENT:
Entry/Firm/Corporation	- Allastri	MITTINGENE GO TE	and the same
By: D	By	*	
RENATO TILLAROMAN	R	EBECCA A. VNARI	ES.
Proprietor/Mangger/President	7.	Governor	
RC.	WITNESSES	9/	
LOLIYA'B DEXHIZMAN	h	IA VICTORIAN T	EIADA
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N	OTARIAL ACKNOWLEDGMI	ENT	
REPUBLIC OF THE PHILIPPINES	di		
ANTIPOLO CITY	185_		
BEFORE ME, a Notary Pub	lic for and in Antipolo City, per	sonally appeared the	following
Name/Entity	Valid 1D Presented	Date	Place
HON REBECCA A YNARES	Passport No. PS219281A	August 5, 2028	Manke
PARAMONALITY OTARES	TIN NO. 115-941-448		
all known to me and to me known acknowledgment that the same is the present.			
This instrument, consisting o written and has been signed by the par	of three (3) pages including this tien herein in each and every page		
Construction/Provision of W Mente Subd., Regy. Silmegen		emitation & Hyg	iese) Tiecro
	0 5 42	R 2021	
WITNESS MY HAND AND Autopolo City.	A A Section of the se		Provincial Capital,
Date No. 4/4/ Page No. 47 Book No. 4 Senses 20 4	2.7	TATAL PROPERTY OF THE PARTY.	SYA-ADARDA
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NOTICE TO PROCEED

07 April, 2021

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

Dear Engr. Octonisto.

The attached Contract Agreement having been approved, notice is bereby given to
CSGER CONSTRUCTION CORPORATION—that work may proceed on the
Repair/Repainting of Youres School Buildings at Dulongbayon
Elementury School, Brgs. Dulongbayon I, San Mateo, Rical
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. VNARES

I acknowledge receipt of this Notice on:

Authorized Signature. Name of the Representative of the Bidder:

CARLOS & GERONIMO

02/17/2021 # 21

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with 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, berein referred to as the PROVINCE; and

CSGER CONSTRUCTION COMPORATE	OH a sole pro	prietorship/p	rivate corp	oreti	on,	duly
organized and existing under the laws of the	he Republic of the Philipp	ines, with pr	incipal pla	oc of	busi	ness
and office address at Bodrigs	eg, Nisel a	nd herein	represen	ted.	by	its
Proprietor/President/General Manager,	CARLOS GERONIDIO	-	of legal	mee.	Filip	pino
citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Rodrigues, Risal,	hereinafter	referred	to	as	the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 2PSB Sen. So. 5, p. 2020 namely:

Repair/Repainting of Ynores School Buildings et Dulongbeyen Elementary School, Brgy. Dulongbeyen I, Sen 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 17 February 2021. This 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 Hillion Seven Huttured Eighty Thousand One Huttured Eighty-Five Peops 6 41/100 (P 2,780,185.41), Philippine Currency.

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

- I. The whole works subject matter of this Agreement shall be completed within Seventy-Two (72) calendar days, in accordance with the provisious 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:
 - n. SP Ordinance No. RPSB Res. No. 5, 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
 - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletius
 - 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 Two Hillien Seven Handred Eighty Thousand two funded Eighty-Five Feeds 8

 41/100 (P 2,780,185.41). 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;

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

Fifty-Five Peros # 62/100

(P.834, 055, 62

Philippine Currency, in the form of <u>Purformance 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 of restitution shall be applicable in the implementation of this Agreement.

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall 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 consultative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may resemd or terminate the contract, without purjudice 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 beginning referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will cutitle 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 thereous
- 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

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the building documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil liability or damages, which may either consist of liquidated damages and restitution for the damages done of the forficiture 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.

	9F, the parties have hereunto signe at Antipolo City.	ed this Agreement th	nisday of
CSGER CONSTRUCTION CORPOR	MYTON RITAL PL	ROVINCIAL GOVE	PMMENT
Entity/Firm/Corporation		5567.45350F044-5444.4	arcamana.
By Glelen	By.	T	
CABROS GRACHINO	R	EBECCA A. YNAI	RES
Proprietor/Manager/President	: H1	Governord	Net.
ke.	WITNESSES		
LOLITA B. DE CUZA	MAN_ MA	. VICTORIA B. T	EJADA
1/2	NOTARIAL ACKNOWLEDGM	ENT	
HILDROGEN HET II VA	ES) 5.5. Public for and in Antipolo City, per	monully appeared th	o following
Name Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281 A	August 5, 2028	Mamile
CARLUS CERONIDIO	TIN NO. 009-082-732		
acknowledgment that the same is to present. This instrument, consister written and has been signed by the legic/Repainting of Yname	g of three (3) pages including this parties heroto in each and every pag s School Buildings at Dul	well as the entity the page wherein this a p beroof, refers to the	nt they respectively ecknowledgment is Agreement for
mgy. Delengbayan I, Sen M			

MIN NO. 15581749/81241



NOTICE TO PROCEED

07 April, 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
Repainting/Improvement of Ynarcs Multi-Purpose Covered Court &
Construction of Comfort Room at Brgy. Ampid I, San Mateo, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

4-4-707

CARVOS S/GERONIMO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

Cir	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and sting under Republic Act No. 7160, with sent of government at the Rizal Provincial Capitol counferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by GOVERNOR, HON, REBECCA A, YNARES, herein referred to as the PROVINCE, and
	CSCRS CONSTRUCTION CORPORATION , a sole proprietorship/private corporation, duly
Pro crti	arrized and existing under the laws of the Republic of the Philippines, with principal place of business
pur	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in namely:
	Repeinting/Improvement of Yawres Fulti-Furpose Covered Court & Construction of Comfort Hoos at Brgy. Augid I, San Hateo, Risel
Bid the foll	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence indertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive in a public bidding held last provincy 2021, has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the lowing standards set forth in the bid documents, approved plans, program of works and specification in sideration of the amount of the Hillion Six Theoretical Pive Handcook Elebzy-One (pl.,006, 581, 75), Philippine Currency.
Do	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto eby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within Sixty (00) calendar days, in accordance with the provisions of the Bid cuments, Approved Plans, Program of Works and Specifications and supporting/related documents ich are integrated herewith and incorporated herein by way of reference, namely.
	a. SP Ordinance No. 23, #, 2020 b. Certificate of Availability of Pands c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest
3 v	 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. Crodit 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 er hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of Agreement in conformity with the province of the Contract;
Q	3. The PROVINCE hereby coverants to pay the CONTRACTOR the amount of PESOS ne Million Six Thousand Five Hundred highly-the Peron \$ 75/100 (p. 1,005,381.73). Philippine
	(P 1,000,301,75), Philippine

Currency, in consideration of the construction and only upon completion of the infrastructure works infers 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 laundred Can Thousand Illina Blacked.

Seventy-Four Peror 6-53/100 (P 301,974.53)

Philippine Currency, in the form of Percognetice 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 und/or incorporated herewith, in accordance with the Bidding Documents.

- Contractor undertakes to post a warranty accurity 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 Andring Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether inquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement.

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

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

- 9 The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welface 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, finlure 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 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 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

82

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 in/are located.

IN WITNESS WHEREO	F, the parties have it Antipolo City	e hereunto sign	ed this Agreement	thisday of
Entity/Firm/Corporation	SATION	RIZAL P	ROVINCIAL GOV	ERNMENT
By GARGE		Hyi	*	
CABLUS SEACUTINO		R	EBECCA A. YNA	RES
Proprietor/Manager/President			Governor	
LOLITA EL DE GEZM		NESSES	. victoria	TEJADA
	OTARIAL ACK		A. T. S.	1007/1109.
	200,141,004,004,004,004,004	46 (1000) 27 (465640) 100 s.)	AMERICA	
REPUBLIC OF THE PHILIPPINI ANTIPOLO CITY)	S.S			
BEFORE ME, a Notary P	ublic for and in A	mpolo City, pe	rsonally appeared t	he following
Name/Entity	Valid III	Presented	Date	Place
HON REBECCA A YNARES	Pasaport No	P\$239281A	August 5, 2028	Mamila
CHRLCS GERONDO	YIN NO. (009-082-732		
all knows to me and to me know acknowledgment that the same is the present.	m to be the same seir free voluntary	person's who act and deed as	executed the forego well as the entity th	ing instrument and not they respectively
This instrument, consisting written and has been signed by the p	g of three (3) page surties heroto in ear	es meluding this th and every pag	s page wherein this to hereof, refers to th	ncknowledgment is a Agreement for
Repainting/Improvement of t Confort Room #t Brgg, Aupli			reed Course & Co	estruction of
WITNESS MY HAND AN Antipolo City.	D SEAL this	Quotopiro	2621 st Rin	al Provincial Capital,
Doc No. 90 J Page No. 27 Book No. / Series 20 A/		13174 13174	ALTERNATION NO.	TA-ROMOL 11, 2011 20-07

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NOTICE TO PROCEED

07 April, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Improvement of DepEd School Buildings at San Mateo Senior High School, Sta. Cecilla Subd., Brgy. Guitnang Bayan I, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

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

existing under Republic Act No. 7160, will Circumferential Road corner P. Oliveron St., B its GOVERNOR, HON, REBECCA A. YNAI	rgy. San Roque, Antipol	at the Rizal Provincial Capito to City, represented in this act b
LAND BUTLDERS	, a sole proprie	tomhip/private corporation, dul
organized and existing under the laws of the Re and office address at Baces, Ri Proprietos/President/General Manager, Ri citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	public of the Philippines	
WHEREAS, the PROVINCE declares oursuant of the Sangguniang Panlalawigan Ordin	that certain infrastructur nance No. RPSB Ress.	works should be constructed into 5, 8, 2020 namely:
Improvement of Depiz School Bu Sta. Capilla Subd., Brgy. Guit		
WHEREAS, the CONTRACTOR, warr to undertake the above said infrastructure works Bid in a public bidding held last the construction and completion of the above following standards set forth in the bid document consideration of the amount of	s. has been declared as if try 2002 has acceptant infrastructure work at a approved plans, programmed Thirty Thousand	he Lowest Calculated Responsive pted and binds itself to undertake a strictly in accordance with the
NOW, THEREFORE, for and in conservely agree as follows: 1. The whole works subject man Forty-Eight (40) cale	ner of this Agreemen	2472 X 5 00
Documents, Approved Plans, Program of Wor which are integrated herewith and incorporated	iks and Specifications at	nd supporting/related document
a. SP Ordinance No. RPSB Ree. No.	6, #. 2020	
b. Certiflente of Availability of Funds		
c. Scope/Program of Work and Detailed	Estimate	-
 Drawing, Plans and Specifications 		
e Construction Schedule		
 Request for Expression of Interest Bidding Documents including all the 	Assuments statements or	estained in the winning
hiddens two (2) bidding envelopes	11200000112	
h. Bid Security		
i. Addenda and Supplemental Bulletins	Acres and a service of the service o	2150775
j. Notice of Award of Contract and the C	Contractor's Conformity	herito
k. Credit Line Certificate/NFCC/Certific		ed in accordance to the
Roles and Regulations implementing R.	A. No. 9184	
 In consideration of the payment to the after hereby covenants with the PROVINCE to this Agreement in conformity with the province. 	construct and complete t	CE to the CONTRACTOR, the he infrastructure works subject o
- 272 - 222 - 23		ACTOR the imput of PESO
Seven landred Tharty Trebenni Sev	s to pay the CONTRA	730,774.95), Philippin

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 Commictor has posted the required performance security of PESOS Two Bundled Nineteen Trousend Two Bundled

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 und/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

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

IN WITNESS WHERE	OF, the parties have beteamto sign at Antipolo City.	ed this Agreement th	isday of
LAND BUTLDERS	RIZAL P	ROVINCIAL GOVE	RNMENT
Emity/Firm/Corporation	E .		14.
ву: 🛛	Bý:	2	
D. Committee of the com	Б4.	0	
RENATO VILLAROHAN	R	EBECCA A. YNAR	UES
Proprietor/Managuer/President	Ni .	Governor	*****
1/2	WITNESSES		
LOLYTA B. DE GUZ	MAN_ MA	A. VICTORIA B. TI	EJADA
d'	NOTARIAL ACKNOWLEDGE	IENT	
REPUBLIC OF THE PHILIPPE ANTIPOLO CITY	NES)) 8.5.		
BEFORE ME, a Notary	Public for and in Antipolo City, po	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A VNARES	Passport No. PR239281A	August 5, 2028	Mamila
REMATO VILLAROPAN	TIM NO. 119-041-448		
all known to me and to me kno acknowledgment that the same is present.	rwn to be the sume person's who their free voluntary act and deed as	executed the fotegoir well as the entity that	ng instrument and t they respectively
This instrument, consists written and has been signed by the	ng of three (3) pages including this parties hereto in each and every pag	s page wherein this a se hereof, refers to the	cknowledgment is Agreement for
	ol Buildings at Son Mateo mang Bayen I, Son Mateo,	Risel	ool, Ste.
WITNESS MY HAND A Antipolo City	ND SEAL thisday of	PR 2021 , at Rical	Provincial Capitol,
Doc No. 407		< 100	
Page No. 87		Qa.	
Book No. / Series 20 1/	ř.	Jangaria	ight.
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		- 19HBFF40/H/)	N.



NOTICE TO PROCEED

07 April, 2021

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

Dear Mr. Ubiadas:

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

KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the

Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court & Construction

of Demountable Stage at Brgy, San Juan & Brgy, Dolores, Taytay, Rital

effective on the day you received this Notice to Proceed

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

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 d

I acknowledge receipt of this Notice on:

48 2021

Authorized Signature:

Name of the Representative of the Bidder:

LAURO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

CONTRACTOR, WITNESSETTL That,

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 next of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliverus St., Brgy. San Roque, Antipolo City, represented in this act by
its GOVERNOR, HON, REBECCA A. VNARES, berein referred to as the PROVINCE, and
KIT USTANAS CHIEFTHUCTION CORPORATION , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business
and office address at <u>Binaragonno_Rigal</u> and herein represented by its
Proprietor/President/General Manager, 14000 M. UNIADAS , of legal age, Filipino
citizen, single/married, resident of Binangonan, Rival hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 23, 10, 2007 FEET Ent.

Repair/Repainting/Exprovement of Thurse Hulti-Purpose Covered Court & Constitution of Resountable Stage at Bryy. San Juan & Bryy. Delores,

TOWNEREAS, 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 17 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 Dee Million Seven Hunters Monteen Thousand (P 1, 719, 031, 41). Philippine Currency

Thirty-One Ferns & 41/100

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 (90) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications and supporting/related documents which are integrated herewith and incorporated herein by way of reference, namely:

- a SP Ordinance No. 23, E. 2020/81/50 her. No. 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
- L Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning hidden's two (2) hidding envelopes
- h. Did Security
- 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 coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract,
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Seven Hundred Mineteen Thousand Intrty-One Pascs & 41/100 (P 1,719,031,41), Philippina

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 rigning of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Fifteen Toomsond Seven Russired Nine Pesos 5 42/100 (P 515,709.42

Philippine Currency, in the form of <u>Participance</u> Bood 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 Defocts and Fultures" 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, Infenstructure 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 camulative 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 welface 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 dumages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract bereinafter referred to.
- 14. COMTRACTOR 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 thoroun.
- 15. Any and all dispotes arising from the implementation of this Agreement shall be submitted to arbitration under Reguldic 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 "LL" to resort to other alternative modes of disputes resolution.

Without prejudice to administrative societions 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 localed.			
	, the parties have hereunto si Antipolo City	gned this Agreement i	his day of
Entity/Firm/Corporation	CRATION RIZAL	PROVINCIAL GOV	ERNMENT
Landy Time Corporation			
By: liked	By	K	
LAURO M. UBTADAS		REBECCA X. YNA	RES
Proprietor/Manager/President		Governord	
/	WITNIEGEG.		
11.0	WITNESSES		
///		Q.	
LOLITA B. DE GUZMA	IN_	MA. VICTORIA B. T	TEJADA
/ N	TARIAL ACKNOWLED	GMENT	
/			
REPUBLIC OF THE PHILIPPINE	0.0		
ANTIPOLO CITY)S	S		
BEFORE ME, a Notary Put	blic for and in Ampolo City,	personally appeared the	ne following
Name/Entity	Valid ID Presented	Date	Placo
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manita
LAURO M. UBIADAS	TIN 10, 008-410-68	19	
all known to me and to me known acknowledgment that the same is the present	to be the same person's with free voluntary act and deed	so executed the forego as well as the entity th	ing instrument and at they respectively
This instrument, consisting written and has been signed by the pla	of tiree (3) pages including attended in each and every	this page wherein this page hereof, refers to th	acknowledgment is e Agreement for
Repeir/Repeinting/Improvement Construction of Demountable	at of Yamres Multi-fur Stage at Bray. San Ju	pore Covered Cou man & Bagy, Dolor	rt 0 ve.
Taytoy, Eigol	0	5 Am 2021	
WITNESS MY HAND AND Antipolo City	SEAL thisday of	at Rira	i Provincial Capitol,
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OFFICE OF THE GOVERNOR NOTICE TO PROCEED

07 April, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

LARD BUILDERS that work may proceed on the

Repair/Repainting of Ynares School Buildings at Brgy. Plaza Alden, Tanay, Rizal

effective on the day you received this Notice to Proceed

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on.

Authorized Signature:

Name of the Representative of the Bidder.

48 2021

RENATO C. VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS

This AGREEMENT made and entered into by and between

existing under Republic Act No. 7163, Circumferential Road corner P. Oliveros	ENT OF RIZAL, a local government unit, duly organized and with seat of government at the Rizal Provincial Capitol, St., Brgy. San Roque, Antipolo City, represented in this act by NARES, herein referred to us the PROVINCE, and
LARD BUTLDERS	, a sole proprietorship/private corporation, duly
and office address at Burnu Proprietor/President/ General Manager,	the Republic of the Philippines, with principal place of business. RENATO VILLARONAM of legal age, Filipino Zeras, Sizal bereinafter referred to as the
WHEREAS, the PROVINCE dec pursuant of the Sangguniang Panlalawigar	lares that certain infrastructure works should be constructed in Ordinance No. 2008 item. 10. 6, 8, 2020 namely.
Repair/Repeinting of Youre Rivel	s School Buildings at Brgy. Place Aldes, Teney,
to undertake the above said infrastructure. Bid in a public bidding held last 17 Fin the construction and completion of the a following standards set forth in the bid doc consideration of the amount of One H	works, has been declared as the Lowest Calculated Responsive become 2021 has accepted and binds itself to undertake bove said infrastructure works strictly in accordance with the cuments, approved plans, program of works and specification in 1111on Eight Handred Sixty-Two Thousand Six 100 (P 1,862,659,68), Philippine Currency.
bereby agree as follows: 1. The whole works subject	matter of this Agreement shall be completed within
Documents, Approved Plans, Program of	calendar days, in accordance with the provisions of the Bid if Works and Specifications and supporting/related documents rated herein by way of reference, namely:
a SP Ordinance No. RPSB Reg.	
 b. Certificate of Availability of Fu 	
 e. Scope/Program of Work and De d. Drawing, Plans and Specification 	
e Construction Schedule	7991
f. Request for Expression of Intere-	at:
bidder/s two (2) bidding envelo	ill the documents/statements contained in the winning pes
 Bid Security Addenda and Supplemental Bull 	letins
	d the Contractor's Conformity thereto
k: Credit Line Certificate/NFCC/C Rules and Regulations implement	Certificate of Cash Deposit issued in accordance to the
In consideration of the paymer latter hereby covenants with the PROVING this Agreement in conformity with the pro-	nt to be made by the PROVINCE to the CONTRACTOR, the CE to construct and complete the infrastructure works subject of wince of the Contract;
this Agreement is combining with the pro-	

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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 PIVE Hundred Pility-Eight Thousand Soven lightlend Pility-Eight Thousand Pility-Eight Thousand Pility Thousand Pility Thousand Pility Thousand Pility Thousand Pilit
- 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 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.
- 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 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

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

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

0 5 APR 2021 WHERE	OF, the parties have hereunto signo at Antipolo City	d this Agreement thi	sday of
LARD BUILDERS	RIZAT P	ROVINCIAL GOVE	DVMINT
Finity/Firm/Corporation	ROCKLI	KOYINGAL GOVE	service i
Ву:	By	5	
Proprietor/Mangger/Presiden		Governois	BS
1	WITNESSES		
LOLITATE DESUZMAN		IA VICTORING T	EIADA
	NOTARIAL ACKNOWLEDGME	NT	
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY	VES)		
BEFORE ME, a Notary	Public for and in Antipolo City, per-	sonally appeared the	following
Name/Entity	Valid ID Presented	Dane	Place
HON RESECCA A YNARES	Passport No. 78239281A	August 5, 2028	Marula
REMUTO VILLAROHAN	TIN 90, 119-041-446		
	run to be the same person's who en their free voluntary act and deed in v		
	ng of three (3) pages including this parties hereto in each and every page		
Repair/Repainting of You Risal	res School Buildings at the	gy. Plaza Aldes,	Tensy,
	G Brown	estance.	
WITNESS MY HAND A) Amipolo City	D SEAL this day of	A 2021	Proxincial Capitol:
Dest No. #3 Page No. #3 Book No. #3 Senies 20	HOTA HOTA TOP L	(1007)	91, 1921 21-67 37/1/245
	732.	1 156817 (W.H.Z.)	Co. or



NOTICE TO PROCEED

07 April, 2021

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

Dear Mr. Bilog:

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

Construction of Drainage Canal and Soil Embankment at Patricio Jarin Mem. Elem. School, Brgy. San Isidro, 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

I acknowledge receipt of this Notice on:

4.4.2071

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:

Circumforential Read corner P. Oliveros St., Brgy is GOVERNOR, HON, REBECCA A. YNARES	FRIZAL, a local government unit, duly organized and eat of government at the Rizal Provincial Capitol, San Roque, Antipolo City, represented in this act by S, herein referred to as the PROVINCE; and
CHOS BUTTOPRS	a sole proprietorship/private corporation, duly
and office address at Moroce, it zol Proprietor/President/General Manager, (SPRALI)	blic of the Philippines, with principal place of business and herein represented by its most 5.3. BLEG of legal age, Filipino
WHEREAS, the PROVINCE declares that sursuant of the Sangguniang Panlalawigan Ordinan	t certain infrastructure works should be constructed in ice No. 23, \$, 2020 namely:
Construction of Deminage Canal and S Elementary School, Bray, San Islamo,	Coil Emberêment et Patricio Jarin Memoria Tamby, Misal
o undertake the above said infrastructure works, his in a public bidding held last 17 February he construction and completion of the above said college on structure and completion of the above said college on structure and contract to the bid documents.	ing that it has the financial and, technical competence as been declared as the Lowest Calculated Responsive 2021 , has accepted and binds itself to undertaked infrastructure works strictly in accordance with the approved plans, program of works and specification in Pive Handwell Seventy-Three Thousand (P 1,573,102,27), Philippine Currency
UNE CHRISTIAN TWO ESSESS & T1/100	(Pageres 1 Panippine Carroney
Rinety-Six (%) calenda	of this Agreement shall be completed within t days, in accordance with the provisions of the Bid and Specifications and supporting/related documents in by way of reference, namely.
a SP Ordinance No. 23, #- 2020	
 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Est 	- Chariti
d Drawing, Plans and Specifications	arrance.
e. Construction Schedule	
f. Request for Expression of Interest	
g. Bidding Documents including all the doc	currents/statements contained in the winning
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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,
- It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Bundeed Seventy-One Thousand Plane

- 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;
- B, 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 compositiony 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 reseind or terminate the contract, without prejudice to other courses of action and remodies 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 austained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 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, faithire 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 elemance 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 2 to resort to other alternative modes of disputes resolution.

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

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

	OF, the parties have hereunto signe at Antipolo City.	d this Agreement th	iisday of
0.37999.4-5			
CRUD EUTLDERS	20.14.13.14.1	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			-
By	By:	-	
GENULD COME S. J. BILLY		mar Arran	ore
Proprietor/Manager/President	-	Governor	u.o
12	WITNESSES		
/SC		SP.	
LOLITA B. DE GUZN	MAN MA	. уктокіл п. т	EJADA
	NOTARIAL ACKNOWLEDGM		
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY	ES)		
ATTEMPORTURE OF THE SE	Public for and in Antipolo City, per	nanully appeared th	c following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281 A	August 5, 2028	Manila
GERALD KERN S.J. BILOG	TIN NO. 196-519-323		
all known to me and to me know acknowledgment that the same is a present.	we to be the same person's who their free voluntary act and deed as	executed the foregon well as the entity the	ng instrument and at they respectively
This instrument, consisting written and has been signed by the	g of three (3) pages including this parties hereto in each and every page	page wherein this a bereof, refers to the	scknowledgment is Agreement for
Construction of Oceinage (Elementary School, Brgy.	Cenel and Soil Embendment Sen Isidoo, Tenay, Risal	et Petricio Je	rin Memorial
WITNESS MY HAND AN Antipolo City	D SEAL thisday of	ni. 2021 , at Rizul	Provincial Capitol,
Doc No. 1/6 Page No. 21/ Book No. / Series 20 1/		MARY PER	BLIC NY THIRVA JIBBURDA NY THIRVA JIBBURDA

400-15 (1582) HIVE



NOTICE TO PROCEED

07 April, 2021

MR. HENRY V. MASIKIP
MVH CONSTRUCTION AND GENERAL SERVICES
Pililla, Rizal

Dear Mr. Masikip

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

MVH CONSTRUCTION AND GENERAL SERVICES that work may proceed on the

Construction of Perimeter Fence at Balimbing Elem. School, Brgs: Plaza Aldea, Tanay, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

I acknowledge receipt of this Notice on:

46 31

Authorized Signature:

Name of the Representative of the Bidder.

HENRY V. MASIKIP

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 und existing under Republic Act No. 7160, with sear of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveron St., Brgy. San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, bettein referred to as the PROVINCE; and

HVH CONSTRUCTION & GENERAL SERV	ICES	a sole prop	rictorship/p	rivate cor	poruti	on, duly
organized and existing under the laws of and office address at P111	he Republic o	F the Philippi an	nes, with pr d herein	incipal pla represen	ce of ted	business by its
Proprietor/President/General Manager, entizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	HENRY V.	MASIKIP Rimel		of legal	age,	Filipino

WHEREAS, the PROVINCE declares that curtain infrastructure works should be constructed in pursuant of the Sangginiang Panlalawigun Ordinance No. RPSB Res. No. 6, s. 2020 namely:

Constitution of Perimeter Fence at Balimbing Elementery School, Bogy. Plaze Aldes, Tanny, 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 17 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 These Hillion Four Sendered Seventy-Seven Thousand One Handred Pive Pesco & 50/100 (P3,477,105,50). 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 One Handred Trirty-Two (132) 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. RPSS Res. Ho. 6, e. 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. Hidding Documents including all the documents/statements contained in the winning bidder/s two (2) hidding 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 assed 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 ann.
 Three Million Four Bandred Seventy-Seven Thousand One Bandred Pive
 60/100 (P.3,477,105.60

Currency, in consideration of the construction and only upon completion of the infina unless otherwise agreed by the parties, subject of this Agreement as a contract price at the t manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contra

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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;

It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One HIII ton Forty-Torse Thousand One Hundred Thirty-One Peece 6 68/100 (P 1,043,131.68)

Philippine Currency, in the form of Performance Bond on 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 Hailures" 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 2007, 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."

- 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 elemance 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 thereou.
- 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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QV.

referred thereto: The process of inhimation 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 a 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 centitation for the datauges done of the forfeiture in favor of the government of any answarranted 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.

works is are located. DA WITNESS, WHEREO	F, the parties have hereuate signe	d this Agreement t	his day of
HVH CONSTRUCTION & GENERA SERVICES		ROVINCIAL GOVI	RNMENT
Entity/Firm/Corporation	——————————————————————————————————————		8
S By	By	10)	
REPRET V. PASTICES	R	EBECCA A. YNA	RES
Proprietor/Manager/President		Governord	
1	WITNESSES		
/Re 1			
LOLITA B/DE GUEM	IAN_ MA	. VICTORIAB.T	EJADA
/ /	OTARIAL ACKNOWLEDGY	IENT	
AND	\$5.		Designa (Alla Sala)
BEFORE ME, a Notacy P	ublic for and in Antipolo City, po	rsonally appeared to	ie tollowing
Nume/Entity	Valid ID Presented	Date	Place
HON REBECCA A. YNARES	Pasaport No. P8239281A	August 5, 2028	Manita
HERRY V. HASIKIP	TIN NO. 207-839-779		
all known to me and to me know acknowledgment that the same is to present.	heir free voluntary act and deed as	well as the emity th	at they respectively
written and has been signed by the		e hereof, refers to th	e Agreement for
Construction of Perimeter Aldes, Tenny, Rizal	Pence at Belimbing Flowe	ntery School, 1	Argy. Pleas
WITNESS MY HAND AN Antipolo City	ID SEAL thisday of	AFT 2021 or Rica	l Provincial Capitol,
Doc No. ## Page No. #P Book No.		MOTARY PL	BLIC
Scritts 20 24		TOTAL CANAL	CENTRAL CHARLE

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NOTICE TO PROCEED

07 April, 2021

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

LARD BUILDERS that work may proceed on the

Repair/Repainting/Improvement of Youres Multi-Purpose Covered

Court at Balimbing Elem. School, Brgg. Plaza Aldea, Tanay, Rizal

effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor -

I acknowledge receipt of this Notice on:

4.5:21

Authorized Signature:

Name of the Representative of the Bidder.

RENATO C. VILLAROMAN

KNOW ALL MEN BY THESE PRESENTS:

Cit	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and sting under Republic Act No. 7160, with sent of government at the Rizal Provincial Capitol, cumferential Road corner P. Oliveros St., Brgv. San Roque, Antipolo City, represented in this act by GOVERNOR, HON REBECCA A YNARES, herein referred to as the PROVINCE, and
	LARD BULLDERS a sole proprietorship/private corporation, thily
Pro Cit	anized and existing under the laws of the Republic of the Philippines, with principal place of business office address at Bares, Sizel and berein represented by its prietor/President/ General Manager, REPORT VILLARIENDS of logal age, Filipino ren, single/married, resident of Bares, Rivel hereinafter referred to as the NTRACTOR WITNESSETH, That,
pu	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in mant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 6, #. 2020 namely
	Repair/Repainting/Improvement of Ingres Wulti-Furpose Covered Court at Delimbing Plementary School, Srgy. Plaze Aldos, Tensy, Rizal
fol cor	in a public bidding held last 17 February 2021 has accepted and binds itself to undertake construction and completion of the above said infrastructure works strictly in accordance with the owing standards set forth in the bid documents, approved plans, program of works and specification in sideration of the amount of One Million Five Exercises 101513—These Alexanders and Philippine Currency (P1,533,705.04), Philippine Currency.
1000	NOW, THEREFORE, for and in comideration of the foregoing premises, the parties hereto
LIE!	cby agree as follows:
Do	The whole works subject matter of this Agreement shall be completed within HImsty (90) calendar days, in accordance with the provisions of the Bid numents. Approved Plans, Program of Works and Specifications and supporting/related documents the are integrated herewith and incorporated herein by way of reference, namely:
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Do	1. The whole works subject matter of this Agreement shall be completed within HITMSTY (90) calendar days, in accordance with the provisions of the Bid numents. Approved Plans, Program of Works and Specifications and supporting/related documents the are integrated herewith and incorporated herein by way of reference, namely: a SP Ordinance No RPSD Box. Ma. 6, s. 2020 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Drawing, Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins
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Doowh	1. The whole works subject matter of this Agreement shall be completed within Himsty (50) calendar days, in accordance with the provisions of the Bid currents. Approved Plans, Program of Works and Specifications and supporting/related documents the are integrated herewith and incorporated herein by way of reference, namely: a SP Ordinance No RPSB Row. No. 6, w. 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. Bidder/s two (2) bidding all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
Down	1. The whole works subject matter of this Agreement shall be completed within HI maty (30) calendar days, in accordance with the provisions of the Bid currents. Approved Plans, Program of Works and Specifications and supporting/related documents the are integrated herewith and incorporated herein by way of reference, namely: a. SP Ordinance No RPSD Row. Ma. 6, w. 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 circelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k. Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the or bereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
Do wh	1. The whole works subject matter of this Agreement shall be completed within Himsty (50) calendar days, in accordance with the provisions of the Bid currents. Approved Plans, Program of Works and Specifications and supporting/related documents the are integrated herewith and incorporated herein by way of reference, namely: a SP Ordinance No RPSB Row. No. 6, w. 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. Bidder/s two (2) bidding all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletins j. Notice of Award of Contract and the Contractor's Conformity thereto k Credit Line Certificate/NFCC/Certificate of Cash Deposit issued in accordance to the Rules and Regulations implementing R.A. No. 9184 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

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,

6

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

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

Philippine Currency, in the form of Fuctorance flood 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 "Surpetural 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 (0.061) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches (in percent (10%) of the amount of the contract, the Procuring Entity may rescend 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 clearance from the Burgau of Internal Revenue and a copy of its income and husiness 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 striting to resort to other alternative modes of disputes resolution.

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Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 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 in/are located

IN WITNESS WHEREOF,	he parties have hereunto eign	ed this Agreement this	day of
0 5 APR 2021	ntipolo City.		
LAND BUILDERS	RIZAL I	PROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By:	By	1	
REPORT SALT WARM	. 10	UEBECCA A. YNARE	s
Proprietor/Manager/President	17	Governove	
1011	WITNESSES	70	
LOLITA DE GUZMAN		MA VICTORIAB TI	TADA
LOUITAGE DE ONZARAS			
/ NO	STARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY))SS:		
BEFORE ME, a Notary Pob	be for and in Antipolo City, p	emonally appeared the	following
Names/Entity	Valid ID Presented	Dute	Place
HON, REBECCA A. YNARES	Paupurt No. PR239281A	August 5, 2028	Minella
REPORTO VILLABONAM	TIN NO. 119-041-648		
all known to me and to me known acknowledgment that the same is their present	r free voluntary act and decal a	s well as the conty that	they rustionivery
This instrument, consisting of written and has been sugged by the par	of three (3) pages including the mes herato in each and every page.	as page wherein this ac age hereof, refers to the	knowledgment in Agreement for
Repair/Repainting/Improvement Helimbing Elementary School	ot of Youres Multi-Por	nose Covered Cove	5 45
WITNESS MY HAND AND Ampolo Cay.	SEAL thissay \$61 \$	APR 2021 , as Riccia	Proximital Capitol
Doc No. 464 Page No. 17 Book No. 1 Suriew 20 24	1000 1000 1000	A Social Point	2021 207

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NOTICE TO PROCEED

07 April, 2021

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to
YAKALER CONSTRUCTION AND SUPPLIES—that work may proceed on the
Repair/Repainting/Improvement of Ynares School Building, Ynares Muhi-Purpose

Covered Court & Stage at Brgg. Bagumbayan & Brgg. Printa, Teresa, Rizal
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor (

I acknowledge receipt of this Notice on:

4.621

Authorized Signature:

Name of the Representative of the Bidder.

EDWIN B. RIVERA

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT minde and entered into by and between:

The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seal of government at the Rizal Provincial Capitol. Circumferential Road corner P. Cliveros 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 and office address at Mar	he Republic of the Phil	ippines, with pr	civate corporati incipal place of represented	business
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	EIMIN B. RIVERA		of legal age, referred to	Filipino

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniany Pantalawigan Ordinance No. RPSE Rev. No. 6, #. 2020 namely:

Repair/Repainting/Improvement of Unares School Building, Ymeres Hulti-Purpose Covered Court & Stage at Brgy, Bapumbeyan & Brgy, Prinse, Terese, 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 beld last 17 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 One Million Two Hunfred Distry-Six Thousand Six Hundred Fourteen Peros 6 39/100 — (P. 1,236,614.39). Philippine Currency.

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

- The whole works subject matter of this Agreement shall be completed within Seventy (70) 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 berewith and incorporated berein by way of reference, namely.
 - a. SP Ordinance No. RPSB Res. No. 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
 - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bld 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 One Hillion Two Hundred Thirty-Six Thousand Six Hundred Fourteen Pasoe 5
 39/100 (P. 1,235,614.39), 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 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 Bundred Seventy Thousand Pine Hundred Eighty-Four Pasos & 32/100 (P 370,984-32)

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

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

- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall payable by the comractor 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 my 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 under 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 elemence 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 arraing from the implementation of this Agreemest shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided hossever. 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 a 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 of 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 limble 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	e parties have hereunto signe rapolo City.	d this Agreement t	his day of
YAKALER CONSTRUCTION & SUPPL	IES RIZAL PE	OVINCIAL GOVI	ERNMENT
Entity/Firm/Corporation			W420_0-TIDE-PTH
By	By:	L	
EIMEN B. HIVERA	D	EBECCA A. YNA	DVP
Proprietor/Munager/President	(P)	GovernorS	R.E.
· /	WITNESSES		
le.	WITHLOOLS		
LOLITA BABE GUZNAN	MA	. VICTORIA B. T	EJADA
/		~	sample of the same
NOT	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) \$.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, per	sonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Paroport No. P8239281A	August 5, 2028	Manite
EDWIN 5. RIVERA	TIR NO. 428-018-900		
all known to me und to me known to acknowledgment that the same is their i present	be the same personals who the voluntary act and deed as	executed the forego well as the entity th	at they respectively
This instrument, consisting of written and has been signed by the partie	three (3) pages including this is boreto in each and every page	page wherein this e hereof, refers to th	acknowledgment is e Agreement for
Repeir/Repeinting/Improvement Covered Court & Stage et Brg	t of Ynsres School Bui y. Begusbeyen & Brgy.	lding, Yneres Prinze, Terese	Hulti-Purpose , Risal
	0.5	AFR 2021	
WITNESS MY HAND AND SE Antipolo City		, at Riza	Provincial Capitol,
Doc No. 92-6 Page No. 914 Baok No. 1 Series 20 3-7	160	DIARY PU	130, 25-67

BOTH IN CHEST PROPERTY.