

# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

21 March, 2022

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

Dear Mr. Arada;

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION COPORATION—that work may proceed on the Repair/Repainting of 2-Storey Ynares Multi-Purpose Bldg.(Brgy. Hall)at Brgy.Pila-Pila, Binangonan, Rizal effective on the day you received this Notice to Proceed.

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

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

FERNANDO L. ARAD

Very truly yours,

REBECCA A. YNARES Governor

Lacknowledge receipt of this Notice on:

Authorized Signature.
Name of the Representative of the Bidder.

02/22/2022 # 1

## CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

Proprietor/President/General Manager, Francho Frada of legal citizen, single/married, resident of Binangonan, Rizal , hereinafter referencements. CONTRACTOR. WITNESSETH, That,	age, Filipine red to as the
	Lear to see may
CONTRACTOR. WITNESSETH, That,	
	82
WHEREAS, the PROVINCE declares that certain infrastructure works should be pursuant of the Sangguntang Panlalawigan Ordinance No. 02, 8, 2022	namely:
Sepair/Tepainting of 2 storey Ynares Nultipurpose Building (Br. it Brgy. Pile-Pile, Binongonam, Sisel	gy. Hell)

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 Lixty

Colorada days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated bettin by way of reference, namely:



- SP Ordinance No. 02, s. 2022
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Costract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster 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 covenants to pay the CONTRACTOR the mount of PESOS One Hillian Ninety Four Thousand Seventeen Pesos and 30/100

(P 1,094,017,30 ), 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 memor prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Twenty Fight Thousand Two Hundred Five Pesos and 12/100 (P 328,205.12 )

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

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

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

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

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

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

IN WITNESS WHEREOF, t	he parties have hereunto signi ntipolo City.	ed this Agreement thi	<u>11 71 202</u> day of
	381		
Flag -construction Corp.	R1ZAL P	ROVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By:	By:	6	
Fernance arada	P	EBECCA A. YNAR	ES
Proprietor/Manager/President		Governor //	-
Ser	WITNESSES	0	
LOLITA B. DE GUZMA	N	MA, VICTORIA B.	TEJADA
No	TARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY (2000, Rizal) S.:	) S.		
BEFORE ME, a Notary Pub	hic for and in Antipolo City, p	ersonally appeared the	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Menila
Pernando arada	007-885-673		

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

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

written and has been signed by the partie	s hereto in each and every page hereof, refers to the Agreement
Repair/Repainting of 2 at Brgy. Fila-Fila, Binangon WITNESS MY HAND AND S	storey Ynares Multipurpose Building (Srgy, Ral en, Rizel EAL this MAR 2 1 2022 day of at Rizel Provincial
Capitol, Antipolo City.	Julgotto, Mza
Doc No. 228	ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC
Page No. 47 Book No. 4	for Angone, Exorany Public all in the PROVINCE OF RIZAL
Series 20 2).	Extended until Jone 30, 2022 (by writing of & M. 3735, Gaytomber 26, 2021)
	Adm. Matter 13-008 Relief Ademys No. 89203



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

21 March, 2022

MR. REGINALD S. MESA R S. MESA CONTRUCTION CORP. Binangonan, Rizal

Dear Mr. Mesar.

The attached Contract Agreement having been approved, notice is hereby given to R.S. MESA CONTRUCTION CORP.—that work may proceed on the Installation of Steel Ladder at Margarito A. Duavh Mem. Hospital, Brgy. Darangan, Binanganan, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

Governor

Lacknowledge receipt of this Notice only

Authorized Signature

Name of the Representative of the Bidder:

303 32

## CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

25.	TOW ACE MEN BY THESE PRESENTS:
	This AGREEMENT made and entered into by and between:
Ci	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and isting under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, reumferential 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
	Ness Construction Corp. , a sole proprietorship/private corporation, duly
Pr	ganized and existing under the laws of the Republic of the Philippines, with principal place of business of office address at Binaugenen, Fisal, and begin represented by its oprictor/President/General Manager, Reginald Resu, of legal age, Filipino izen, single/married, resident of Binaugenen, Rizal, hereinafter referred to as the ONTRACTOR, WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pu	rsuant of the Sangguniang Panlalawigan Ordinance No. 41, 5, 2021 namely:
	Installation of Steel Ladder at Hargarito as Duavit Memorial Rospital
	Bigy. Derangen, Binangonan, Risel
	DIELS Detraite us a strange 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
O E	id in a public bidding held last February 22, 2022 , has accepted and binds itself to undertake
4	e construction and completion of the above said infrastructure works strictly in accordance with the
f	slowing standards set forth in the bid documents, approved plans, program of works and specification in
~	onsideration of the amount of Two Hundred Three Thousand One Hundred Three Pesos
¬ ~	and 28/100 (P 203, 103, 28 ), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
h	ereby agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within
	This term ( 50 ) calendar days, in accordance with the provisions of the Bid
- 0	comments, Approved Place, Program of Works and Specifications, General and Special Conductors of contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the
	016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith
	ad incorporated herein by way of reference, namely:
	a. SP Ordinance No. 4th as 2021
)	b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Plans and Specifications
	e. Construction Schedule
	f. Request for Expression of Interest
	g. Bidding Documents including all the documents/statements contained in the winning
	bidder's two (2) bidding envelopes
	h. Bid Security
	i. Addenda and Supplemental Bulletin
	j. Notice of Award of Contract and the Contractor's Conformity thereto
	and the second s
	2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
	men hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of
- 1	his Agreement in conformity with the province of the Contract;
	2 The PROVINCE hands segments to an A. CONTRACTOR the mount of PESOR
	3. The PROVINCE hereby covenants to pay the CONTRACTOR the snound of PESOS Two Hundred Three Thousand One Hundred Three Fesos and 20/100

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

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Sixty Thousand Nine Hundred Thirty Facos and 98/1

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 2 2 222 day of at Antipolo City.

R.S. Mesa Construction Corp. Entity/Firm/Corporation

By.

HEBECCA A. YNARES

Covernor

RJZAL PROVINCIAL GOVERNMENT

Proprietor/Mahager/President

WITNESSES

PORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYGOTO,

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Reginald Mesa

004-712-730

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

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

Installation of Steel Ladder at Pargarite A. Dusvit Memorial Hospital Brgy. Darangan, Binantoner, Risel

WITNESS MY HAND AND SEAL MAS 2 1 2022 day of

at Rizal Provincial

Capitol, Antipolo City.

120 Doc No. Page No.

Book No. Series 20 22

A MARIE L. SANTOS NOTARY PUBLIC

for Angono, Binangon NOTARY PUBLIC all in the PROVINCE OF RIZAL

Extended until June 30, 2023 (by virtue of B M. 3795, September 78, 2021)

Adm. Matter 19-006 Roll of Attorneys No. 69250

PTR No. 17132074 / January 3, 2022 / Rizal



#### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

21 March, 2022

MR. POCHOLO A. PASAY PA PASAY CONSTRUCTION Cardona, Rizal

Dear Mr. Pasay.

The attached Contract Agreement having been approved, notice is hereby given to PA PASAY CONSTRUCTION that work may proceed on the Repair/Repainting of Ynarcs School Building at Sampad Elem. School, Brgy. Sampad, 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

Lacknowledge receipt of this Notice on:

33232

Authorized Signature:

Name of the Representative of the Bidder:

OCHOLO A. PASAY

## CONTRACT AGREEMENT 3

### KNOW ALL MEN BY THESE PRESENTS:

	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized an
	existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capito Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act to its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and
	to be a control of the control of th
	organized and existing under the laws of the Republic of the Philippines, with principal place of busines and offices address as Cardona, Final , and herein represented by Proprietor/President/General Manager, Decircle Index , hereinafter referred to as to CONTRACTOR. WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguntong Panlalawigan Ordinance No. 02, 8, 2022 namely:
	Securit/Sepainting of Theres School Swilding at compad Jem. School, Srgy, Suppos, Ourdons, Rical
	WHEREAS, the CONTRACTOR, werranting that it has the financial and, technical competer to undertake the above said infrastructure works, has been declared as the Lowest Calculated Response Bid in a public bidding held last February 22, 2022 has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with following standards set forth in the bid documents, approved plans, program of works and specification
	consideration of the amount of Two Million Forty Thousand Seven Hundred Minety .e. (P 2.040.790.27 ), Philippine Currence
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:
	The whole works subject matter of this Agreement shell be completed with the provisions of the Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herever.
0	1. The whole works subject matter of this Agreement shall be completed with the provisions of the land to be completed with the provisions of the land to be contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated hereward incorporated borein by way of reference, namely:
0	1. The whole works subject matter of this Agreement shell be completed with the provisions of the Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated hereward incorporated borein by way of reference, namely:  a. SP Ordinance No. 02, 8, 2022
0	1. The whole works subject matter of this Agreement shall be completed with the provisions of the Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herever and incorporated borein by way of reference, namely:  a. SP Ordinance No. 02, 8, 2027  b. Cartificate of Availability of Funds
0	1. The whole works subject matter of this Agreement shall be completed with the provisions of the labely Bight (88) calendar days, in accordance with the provisions of the labely Bight (88) calendar days, in accordance with the provisions of the labely Bight (88) calendar days, in accordance with the provisions of the labely Bouletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewand incorporated borein by way of reference, namely:  a. SP Ordinance No. 02, 8, 2022 b. Cartificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
0	1. The whole works subject matter of this Agreement shell be completed with the provisions of the land the provision of the land the land the provision of the land the land the provision of the land the lan
0 /	1. The whole works subject matter of this Agreement shall be completed with the provisions of the Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herever and incorporated borein by way of reference, namely:  a. SP Ordinance No. 02, 5, 2027  b. Cartificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest
0 /	1. The whole works subject matter of this Agreement shell be completed with the provisions of the Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herever and incorporated borein by way of reference, namely:  a. SP Ordinance No. 02, 8, 2027  b. Cartificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule
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0/11/	1. The whole works subject matter of this Agreement shall be completed with the provisions of the last
0/11/	1. The whole works subject matter of this Agreement shall be completed with the provisions of the last the blight (8B) calendar days, in accordance with the provisions of the last the provisions of the last the provision of the province of the Contractor's Conformity thereto  1. The whole works subject matter of this Agreement shall be complete the infrastructure with the provisions of the province of the province of the Contractor, and complete the infrastructure works subject this Agreement in conformity with the province of the Contract,
0///	1. The whole works subject matter of this Agreement shall be completed with the provisions of the Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated here and incorporated borein by way of reference, namely:  a. SP Ordinance No. 92, 5, 202? b. Cartificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications e. Construction Schedule f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto  2. In consideration of the psymetra to be made by the PROVINCE to the CONTRACTOR, laser hereby covenants with the PROVINCE to construct and complete the infrastructure works subject

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 Six Hundred Twelve Thousand Two Hundred Thirty Seven Passon and O8/100 (P. 612, 237, 08)

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 Covernment and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

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

benefit derived from the act or acts in question or both at the discretion of the Courts. Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts. 940 21 1022 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_ \_\_\_\_ day of at Antipolo City. Pa Passy Construction RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By. By: Socholo Passay REBECCA A. YNARES Proprietor/Manager/President Governor WITNESSES LOLITA'B, DE GUZMAN MA. VICTÓRIA B. TEJADA NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHIBIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Date Name/Entity Passport No. P8239281A August 5, 2028 Manila HON. REBECCA A. YNARES 149-305-718 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 entry that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for. Repair/Repainting of Inares School Suilding at Sampad Elem. School. Bray. Sampad, Cardons, Rizal WITNESS MY HAND AND SEAL THE 2 1 2022 at Rizal Provincial Capitol, Antipolo City. NOTARY PUBLI Doc No. for Angono, Binangonan & Cardona Page No.

Book No.

Series 20 22

al in the PROVNOTARY PUBLIC

Mambat No. 015632 / Rizal

(by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-006 Roll of Attorneys No. 60250 PTR No. 17132074 / January 3, 2022 / Rizal

Extended until



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

21 March, 2022

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORP. that work may proceed on the Construction of Multi Purpose Covered Court at Bryg. 1st District, Jalajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

Governor.

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

OS S. GERONIMO

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government at existing under Republic Act No. 7160, with seat of government at	tment unit, duly organized and the Rizal Provincial Capitol.
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo (its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as the	City, represented in this act by
COMER Construction Corp. , a sole proprietor	ship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, v	with principal place of business
and office address at Rodriguez, Rizal , and 1 Proprietor/President/General Manager, Carlos Geronino	, of legal age, Filipino
citizen, single/married, resident of Rodrigues, Risal , h	ereinafter referred to as the
CONTRACTOR. WITNESSETH, That,	91
	minute about the assessment of
WHEREAS, the PROVINCE declares that certain infrastructure	Wolks should be combined in
pursuant of the Sangguntang Panlalawigan Ordinance No. 037, 8. 202	inamory.
Construction of Multipurpose Covered Court at Bran	a 1st District.
Julujala, Rizal	
T .	
WHEREAS, the CONTRACTOR, warranting that it has the finan	icial 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 22, 2022 , has accept	ed and binds itself to undertak
the construction and completion of the above said infrastructure works	strictly in accordance with in
following standards ant firsth in the bid documents, approved plans, DFORUE	nd of works and specification i
consideration of the amount of Five Million Four Hundred Fig	ty One Thousand Four
Hundred Forty Nine Pesos and 09/100 (P 5,451,44	9.09 ), Philippine Currency.
None granden a serie de la Caracina	ins the motion hard
NOW, THEREFORE, for and in consideration of the foregoing	ig premises, me parmes nace
hereby egree as follows:	
1. The whole works subject matter of this Agreement	shall be completed within
(ne Sundred Sixteen (116) calender days, in accordance	with the provisions of the Bi
Documents, Approved Plans, Program of Works and Specifications, Ger	neral and Special Conditions of
Courset, Supplemental or Bid Bulletins, if my, and supporting/related	documents as required by the
2016 Revised Implementing Rules and Regulations of Republic Act No. 9	184 and are integrated herewit
and incorporated herein by way of reference, namely:	
Access to the second se	
<ul> <li>SP Ordinance No. 037, 5, 2021</li> </ul>	4
<ul> <li>Certificate of Availability of Funds</li> </ul>	

- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- Construction Schedule
- f. Request for Expression of interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the lasts hereby covenients with the PROVINCE to construct and complete the infrestructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby coverants to pay the CONTRACTOR the emount of PESOS Five Million Four Hundred Fifty Cne Thousand Four Sundred Forty Nine : esce (P 5,451,449.09 ), Philippine and 09/100 Cuttency. In consideration of the construction and only upon completion of the infrastructure works noless otherwise baseed by the parties, subject of this Agreement as a contract price at the time and in the memor prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Six Hundred Thirty Five Thousand
  Four Hundred Thirty Four Pesos and 73/100 (P 1.635.434.73)

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

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

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

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

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

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

R



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 unodes of dispates resolution.

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

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

IN WEINESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_ at Antipolo City.

CSCER Construction Corp. Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By:

Proprietor/Manager/President

By:

REBECCA A. YNARKS Governor

WITNESSES

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITYORO, Rizal ) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028.

МаніІа

Carlos Garonime

009-082-733

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

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

Construction of Hultipurpose Covered Court t brgy. 1st District. Jslajala, Rizal

WITNESS MY HAND AND SEAL this AR 21 2022 day of

at/Rizal Provincial

Capitol, Antipole City.

222 Doc No. Page No.

Book No. Series 20 72. ATTY, ANNA MARIE L. SANTOS NOTARY PUBLIC

tor Anguno, Binengonan & Cardona

all to the PROVINCE OF PROTARY PUBLIC

Extended until June 33, 2022 (by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-006

Roy of Attorneys No. 69250

PTR No. 17 132074 / January 3, 2022 / Riza コウリト



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

21 March, 2022

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

Dear Mr. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to S.B. SORIANO CONSTRUCTION that work may proceed on the Improvement of Wharf at G. Del Pilar, Brgv. Quisao, Pilitta, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES Governor

Lacknowledge receipt of this Notice on

Authorized Signature: Name of the Representative of the Bidden SIDNEY. B. SORIANO

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

THE RECADING OF COARRANGENT OF KI	(ZAL, a ineal government with, only organized and
existing under Republic Act No. 7160, with seat	of government at the Rizal Provincial Capitol,
Circumferential Road corner P. Oliveros St., Brgy. Sa	n Roque, Antipolo City, represented in this act by
its GOVERNOR, HON, REBECCA A. YNARES, he	rein referred to as the PROVENCE, and
	att construction as a first of a property of the

S.B. SORIANO CONS	TRUCTION , a sole p	propriet	orship/priva	te corpora	tion,	duly
organized and existing under the	e laws of the Republic of the Phili	ippines.	with princi	pal place o	of busi	дess
	Morong, Rizel ,					
Proprietor/President/General M	fanager, SIDNEY SORIANO	)	, of	legal age	, Fili	oaiq
citizen, single/married, residen	at of Morong, Rizel		hereinafter	referred	to as	the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Pontakawigan Ordinance No. 02, s. 2022 namely:

Improvement of Wharf at G. Del Pilar, Brgy. Quiseo, Pilille, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 22 February 2022 \_\_\_\_, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Six Hundred Twenty-Two Thousand Eight

(P 1,622,891.50 ), Philippine Currency. Hundred Ninety-One Pesos 4 50/100

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

- 1. The whole works subject matter of this Agreement shall be completed within Ninety (90 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated berewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 02, 8. 2022
  - b. Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Nonce of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the lauer hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Six Hundred Twenty-Two Thousand Eight Hundred Nimety-One (P 1,622,891.50 ). Phin pine Pesos & 50/100

Currency, to consideration of the construction and only upon completion of the infrastructure works untess 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 Contract of

- 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 Eighty-Six Thousand Eight Hundred Sixty-Seven Pesos & 45/100 (P 486,867,45)

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

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

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



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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 11 21 21 2 2 of at Antipolo City.

S.B. SORIANO CONSTRUCTION

By:

Entity/Firm/Corporation

By:

SIDNEY SORIANO

Proprietor/Manager/President

Governor -

RIZAL PROVINCIAL GOVERNMENT

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITYODAD, RIZEL ) S.S.

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A YNARES

Pasaport No. P8239281A

August 5, 2028

Manila

SILNEY SORIANO

TIN NO. 233-647-269

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

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

Improvement of Wherf at G. Del Piler, Brgy. Quisco, Pilille, Rizel

WITNESS MY HAND AND SEAL this NAT 21 11 day of \_\_\_\_\_\_at Rizal Provincial Capitol, Antipolo City.

Doc No. 297

Page No. 47
Book No. 4

Series 20 22.

Extended until John 50, 2022 (by virtue of B.M. 0785, Schlichbor 28, 2021) Adm. Matter 19, 320

for Angaro, Binengalian & Cardons

at in the PROVINCTARY PUBLIC

Adm. Matter 19/300 Ret of Attorneys No. 88280 80 R No. 1/163971 - Lestuch, C. 00/97/R sat 107 Lifeting 1, on bas No. 00/97/R sat



#### OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

21 March, 2022

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORP. that work may proceed on the Construction/Provision Of Wash Facilities (Water, Sanitation & Hygiene).

At Macabud National High School, Rrgy. Macabud, Rodriguez, Rizal

effective on the day you received this Notice to Proceed.

Opon recent 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

Q 23775.

Authorized Signature:

Name of the Representative of the Bidder:

RÉOS S. GÉRONIMO

#### KNOW ALL MEN BY THESE PRESE:

This AUREEMENT made and entered int	(o by and between:
existing under Republic Act No. 7160, with	Seat of government at the Rizal Provincial Capitol  y. San Roque, Antipolo City, represented in this act by  ES, herein referred to as the PROVINCE; and
CSGEE CONSTRUCTION CORPORATION	, a sole proprietorship/private corporation, duly
organized and existing under the laws of the Kepland office address at Rodriguez, Ri	oblic of the Philippines, with principal place of business    zel
WHEREAS, the PROVINCE declares the pursuant of the Sangguniang Panialawigan Ordin	nat certain infrastructure works should be constructed in nance No37, s. 2021namely:
Construction/Provision of Wesh F at Macabud National High School,	Facilities (Water, Sanitation & Hygiene) , Brgy Macabud, Rodriguez, Rizal
to undertake the above said infrastructure works, Bid in a public bidding held last 22 Februar the construction and completion of the above s following standards set forth in the bid document consideration of the amount of One Million	anting that it has the financial and, technical competence, has been declared as the Lowest Calculated Responsively 2022, has accepted and binds uself to undertake said infrastructure works strictly in accordance with the approved plans, program of works and specification is on One Hundred Pifty-One Thousand Three  (P 1,151,387.24), Philippine Currency.
NOW, THEREFORE, for and in considerably agree as follows:	ideration of the foregoing premises, the parties heret
Documents, Approved Plans, Program of Work Contract, Supplemental or Bid Bulletins, if any	er of this Agreement shall be completed within dar days, in accordance with the provisions of the Bi is and Specifications, General and Special Conditions of y, and supporting/related documents as required by the ons of Republic Act No. 9184 and are integrated herewith mely:
50 O. Y	
<ul> <li>a. SP Ordinance No. 37, s. 2021</li> <li>b. Certificate of Availability of Funds</li> </ul>	. n*
c. Scope/Program of Work and Detailed	Estimate
d. Pleas and Specifications	
e. Construction Schedule	
f Request for Expression of Interest	
<ol> <li>Bidding Documents including all the</li> </ol>	documents/statements contained in the winning

 Bid Security Addenda and Supplemental Bulletin.

bidder/s two (2) bidding envelopes

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

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

3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million One Hundred Fifty-One Thousand Three Hundred Eighty-Seven Pesos & 24/100 (P 1,151,387.24 ), Philippi Currency, is 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 mannor prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Fifty-One Thousand Four Hundred Twenty-Four Pesos & 63/100 (P 351,424.63)

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

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

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

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

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

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

Garage

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

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

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

IN WITNESS WHEREOF, the parties have become signed this Agreement this AT 21 20 day of at Antipolo City.

CSCER CONSTRUCTION CORPORATION

Entity/Firm/Corporation

By:

CARLOS GERONEYO

Proprietor/Manager/President

REBECCA A. YNARES

Governor

Governor

WITNESSES

LOLITA B. DE GUZMAN

MA. VICTORIA B. TEJADA

## NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (2010, Riza) S.S.

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

Name/Entity Valid ID Presented Date Place

HON, REBECCA A, YNARES Passport No. P8239281A August 5, 2028 Manile

CARLOS GERONIMO TIN NO. 009-082-732

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

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

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Macabud National High School, Brgy, Macabud, Rodriguez, Rizel

OTO No. 17132074 / January 3, 2022 / Rizal

National	HILED SO	chool, Bry	y. Necebud,	Rodriguez, Rizel	
W	/ITNESS I	MY HAND A	ND SEAL this	NAR 21 2022 day of	, at Rizal Provincial
Capitol, A	ntipolo Ci	ty.			
Doc No.	227			AT A ALIHA MA	RIET, SANTOB
Page No.	49			for Angono, Binan	NOTARY PUBLIC
Book No.				all in the PROV	13:430, 2022
Series 20_	~			(by virtue of B.M. 3795 Adm. Mat	5, September 26, 2021) ter 19-008 ses No. 69250



### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

21 March, 2022.

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

Concreting of Road With Drainage Canal along T. Manuel St. Brgy. Nan Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours.

REBECCA A. YNARES

Governor.

Lacknowledge receipt of this Notice on

Authorized Signature.

Name of the Representative of the Bidder.

NICKERSON H. SAGUN

### KNOW ALL MEN BY THESE PRESENTS:

Circu	This AGREEMENT made and entered into by and between:  The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized ing under Republic Act No. 7160, with sest of government at the Rizal Provincial Casmismential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this a OVERNOR, HON. REBECCA A. YNARES, herein referred to as the PROVINCE; and	pitol,
ici di	O' ERITOR, HOW REDECCA A. INARES, DEIGHI PHONE W 25 MC PROVINCE, 221	
	NICKERSON CONSTRUCTION , a sole proprietorship/private corporation,	duly
	nized and existing under the laws of the Republic of the Philippines, with principal place of bus	10058
and	office address at Rodriguez, Rizel , and berein represented by	. its
Propr	rictor/President/General Manager, NICKERSON SAGUN , of legal age. Filten, single/married, resident of Rodriguez, Rizel , hereinafter referred to z	фиро
citize	m, single/married, resident of Rodriguez, Rizel , hereinatter referred to z	y que
CON	TRACTOR, WITNESSETH, That,	
	WHITE A C. A. PROVENICE A A. A	-4 in
13,000	WHEREAS, the PROVINCE declares that contain infrastructure works should be construct	, ,
pursu	nant of the Sanggunlang Paniolawigan Ordinance No. 37, 9. 2021 namely	
	Concreting of Road with Drainage Canal along T. Manuel St. Brgy. San J. Rodriguez, Rizal	ose,
	prompted at committee and the state of the formal and medical entropy	denom.
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compo	nsive
10 0E	in a public bidding held last22 February 2022 has accepted and binds itself to und	The c
DKI I	construction and completion of the above said infrastructure works strictly in accordance wi	th the
fallo	wing standards set forth in the bid documents, approved plans, program of works and specificat	ion in
1000	ideration of the amount of One Million Two Hundred Seventy-Four Thousand Tw	0
Line	ndred Fifteen Pesos = 36/100 (P1,274,215.36 ), Philippine Curre	ncy.
Little		-
	NOW, THEREFORE, for end in consideration of the foregoing premises, the parties	hareto
here	by agree as follows:	
	2 N	
	5. The whole works subject matter of this Agreement shall be completed	within
	Fighty (80) calendar days, in accordance with the provisions of the	e Bid
Doc	moents, Approved Plans, Program of Works and Specifications, General and Special Condition	ons of
Com	tract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required 1	y the
2010	6 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated be-	CWILL
and:	incorporated herein by way of reference, namely:	
	97 = 9021	
	a. SP Ordinance No. 37, s. 2021	0
COD	b. Cartificate of Availability of Funds	1
2017	c. Scope/Program of Work and Detailed Estimate	0.7
	d. Plans and Specifications	
	e. Construction Schedule	
	f. Request for Expression of Interest	
	g. Bidding Documents including all the documents/statements contained is the winning	
)	bidder/s two (2) bidding envelopes	
	h. Bid Sexqity	
	i. Addenda and Supplemental Bulletin	

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

this Agreement in conformity with the province of the Contract,

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

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

One Million Two Hundred Seventy-Four Thousand two Hundred Fifteen Pesos & 36/100 (P 1,274,215.36 ), 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;

laser hereby coverages with the PROVINCE to construct and complete the infrastructure works subject of

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Eighty-Two Thousand Two Hundred Sixty-Four Pesos & 61/100 (P 382, 264, 61 )

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 2 1 122 day of at Antipolo City.

NICKERSON CONSTRUCTION

RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

NICKERSON SAGUN

Proprietor/Manager/President

By:

REBECCA A. YNARES Governor

WITNESSES

TORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manile

NICKERSON SAGUN

TIN NO. 412-090-913

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

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

Concreting of Road with Drainage Canal along T. Manuel St. Brgy. San Jose, Rodriguez Rizel

WITNESS MY HAND AND SEAL did 2 1 2:22 day of

Capitol, Antipolo City.

Doc No. Page No.

Book No. Series 20 ANNA MARIE L. SANTOS NOTARY PUBLIC

for Anguno, Binangonar & Care-)r-a

all in the PROVINCE ONOTARY PUBLIC Extended until June 30, 2022 (by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-006

Rall of Attorneys No. 60960 of Risks 1713/274 / January 3, 2022 / Risal o me Memper No. 016632 / R zal



# OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

21 March, 2022

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

Dear Engr. Geronimo:

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

Construction of Ynares Stage & Concrete Bleacher at Phase 1K-1, Kasiglahan Village, Southville 8C, Brgy. San Jose, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. VNARES

Governor

Lacknowledge receipt of this Notice on:

Authorized Signature

Name of the Representative of the Bidder:

2012

## CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Repub and office address at Rodriguez, Riz		siness
Proprietor/President/General Manager, CARLOS citizen, single/married, resident of Rodri CONTRACTOR, WITNESSETH, That,	GERONIMO of legal age Fi	
WHEREAS, the PROVINCE declares that pursuant of the Sangguntang Panlolawigan Ordina.	at certain infrastructure works should be constructure No. 37, v. 2021	ted in

Construction of Yneres Stage & Concrete Bleecher at Phase ik-1, Kariglahan Village, Southville &C., Brgy. San Jose, Rodriguez, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 22 February 2022 \_\_\_\_\_, 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 Hundred Seventy-Seven Thousand Nine Hundred Pesos & 35/100 (P1,277,900.35 ), Philippine Currency.

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

- 1. 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, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - SP Ordinance No. 37, 8, 2021
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Buffetin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CCCG & CCTOE, carlaster 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 Two Hundred Seventy-Seven Thousand Nine Hundred Pesos 8 35/100

  (P1,277,900.35 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works

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;

Souls E

- 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 Three Hundred Eighty-Three Thousand Three Hundred Seventy Pesos 4 11/100 (P 383, 370, 11 )

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

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

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



H

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 sny/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 benofit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 21 21 day of at Antipolo City.

CSGER CONSTRUCTION CORPORATION

Entity/Firm/Corporation

RIZAL PROVINCIAL GOVERNMENT

By;

By:

REBECCA A. YNARE Governor 🛪

WITNESSES

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, REBECCA A. YNARES

Passport No. P8239281A

August 5, 2028

Manile

CARLOS GERONIMO

TIN NO. 009-082-732

All known to me and to me known to be the same persun/9 who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present.

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

Construction of Ynares Stage & Concrete Bleacher et Phese 1K-1, Kasiglehan Village, Southville &C, Brgy. Sen Jose, Rodriguez, Rizel

WITNESS MY HAND AND SEAL this AR 21 202 day of

2 2022 | Rizel

Capitol, Antipolo City.

Doc No. Page No.

Book No. Series 20 22

NOTARY PUBLIC for Angono, Binar all in the PRONOTARY PUBLIC

Extended until June 30, 200 (by virtue of B.M. 3795, September 28, 2021)

Adm. Matter 19-008 Roll of Attorneys No. 89250



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

21 March, 2022

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 Impr/Cone of Ground at Sun Isidro Labrador Elem. School, 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 A. YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder

NICKERSON H. SAGUN

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

NICKERSON CONSTRUCTION , a sole p	proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philised office address at Rodriguez, Rizel  Proprietor/President/General Manager, NICKERSON SACUN citizen, single/married, resident of Rodriguez, Rizel	and herein represented by its
Proprietor/President/General Manager, NICKERSON SAGUN	hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain infrast pursuant of the Sangguniang Panlalawigan Ordinance No. 02,	s. 2022 namely:
Improvement/Concreting of Ground at Sen Isidrate at Brgy. Sen Isidro, Rodriguez, Rizal	o Labrador Elementary School
WHEREAS, the CONTRACTOR, warranting that it has	the financial and, technical competence
to undertake the above said infrastructure works, has been declar	red as the Lowest Calculated Responsive
Rid in a public hidding held last 22 February 2022 his	as accepted and binds itself to undertake
the construction and completion of the above said infrastructur	ns, program of works and specification in

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

(P1,543,677.24

consideration of the amount of One Million Five Hundred Forty-Three Thousand Six

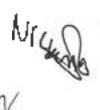
- 1. The whole works subject matter of this Agreement shall be completed within (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 02, s. 2022

Hundred Seventy-Seven Pesos & 24/100

- Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
- d. Plane and Specifications
- Construction Schedule
- f. Request for Expression of luterest
- g. Bidding Documents including all the documents/statements contained in the winning bidden's two (2) bidding envelopes
- Bid Security
- Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

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

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Five Hundred Forty-Three Thousand Six Hundred Seventy-Seven Pesos & 24/100 (P 1,543,677,24 ), Philippine Currency, to 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;



). Philippine Currency.

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

  Three Pesos 6 17/100 (P 463, 103, 17 )

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 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 Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 12 2 1 202 day of at Antipolo City.

NICKERSON CONSTRUCTION
Entity/Firm/Corporation

By:

NICKERSON SAGUN
Proprietor/Manager/President

WITNESSES
LOLITA B. DE GEZMAN

NOTARIAL ACKNOWLEDGMENT

RIZAL PROVINCIAL GOVERNMENT

By:

REBECCA A. YNARES

GOVERNMENT

WITNESSES

MA. VICTORIA B. TEJADA

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITYOTO, RIZAL ) S.S.

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

Name/Entity Valid 3D Presented Date Place

HON, REDECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila

NICKERSON SAGUN TIN NO. 412-090-913

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

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

Improvement/Concreting of Ground at San Isidro Labrador Elementary School at Brgy. Sen Isidro, Rodriguez, Rizal

	M · 0 2 1 7077	
WITNESS MY HAND AND SI	EAL this day of	, at Rizal Provincial
Antipolo City,		
	ATT ANNA MARIE L	SANTOS

Doc No. 224 Page No. 46 Book No. 4

Series 20 22

for Anguno, Binangonan & Cardona all in the PROVINCE OF **NOTARY PUBLIC** Extended until June 39, 2022

(by virtue of B.M. 3795, September 28, 2021)
Adm. Matter 19-005
Eggli of Attorneys No. 69253
PTR No. 17132074 / January 3, 2022 / Rizal

IBF Lifetime Member No. 016632 / Rizal