

#### NOTICE TO PROCEED

14 February, 2022

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to 
YAKALER CONSTRUCTION AND SUPPLIES that work may proceed on the 
Repair/Repainting of Ynares Multi-Purpose Covered Court and 
and Ynares Stage at San Vicente Elem. School Brgy. San Vicente, Angono, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

216 2022

Authorized Signature:

Name of the Representative of the Bidder:

EDWIN B. RIVERA

#### CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

	OF RIZAL, a local government unit, duly organized and
	sear of government as the Rizal Provincial Capitol,
	rgy. San Roque, Antipolo City, represented in this act by
its GOVERNOR, HON, REBECCA A. YNAI	tES, herein referred to as the PROVINCE; and
Vakalar Construction and Supplies	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Re-	public of the Philippines, with principal place of business
and office address at Horong, Rim	
Proprietor/President/General Manager, Edw.	
citizen, single/married, resident of Moron	
CONTRACTOR, WITNESSETH, That	, rejemante rejemen io as die
CONTRACTOR, WITNESSEIN, 1888,	
Married A. Brownson C.	a la la companya da l
	that certain infrastructure works should be constructed in
pursuant of the Sangguntang Pantalawigan Ora	linance No. 37, 8, 2021 namely:
Daniel Manufahlan of Sausa 1	t-144
	fultipurpose Covered Court and Thares Stage
at Sam Vicente Elem. School, Brgy.	san vicente, Angone, Rinal
	ranting that it has the financial and, technical competence
to undertake the above said infrastructure work	s, has been declared as the Lowest Calculated Responsive
Bid in a public bidding held last January 10	, bus accepted and binds itself to undertake
the construction and completion of the above	said infrastructure works strictly in accordance with the
	nts, approved plans, program of works and specification in
consideration of the amount of Cne Mills	ion Seven Hundred Twelve Thousand Four Hundred
Eighteen Pesos and 62/100	(P 1,712,418,62 ), Philippine Currency.
	(a 11) res ( respectively)
NOW THEREFORE for and in con-	sideration of the foregoing premises, the parties hereto
hereby agree as follows;	stitutation of the thirdson from the states inches
nereby agrice as tonows,	
1. The whole made action and	un of this housewest that he assumbted within
	tter of this Agreement shall be completed within
	andar days, in accordance with the provisions of the Bid
	ks and Specifications, General and Special Conditions of
	ny, and supporting/related documents as required by the
	ions of Republic Act No. 9184 and are integrated herewith
and incorporated herein by way of reference, may	amely:
a. SP Ordinance No. 37, s. 2021	42
h Contident of to the title of the te	

- 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 Socurity
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Seven Hundred Twelve Thousand Four Hundred Eighteen Pesos and 62/100 (P 1,712,418.62 ), Philippine

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PFSOS Five Hundred Thirteen Thousand Seven Hundred Twenty Five Peace and 59/100 (P\_513-725-59)

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

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

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

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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 for 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 of the appropriate court of the City of Art				nt, shall belong to
IN WITNESS WHEREOF, do	e parties have her tipolo City.	eunto signe	ed this Agreement th	is day of
	4			
Yakaler Construction and Sup Entity/Firm/Corporation	plies	RIZAL PE	ROVINCIAL GOVE	RNMENT
Ву:		Ву:	8	
Proprietor/Manager/President		R	Governor A	ES
lxo	WITNESS	SES		9
LOLITA B. DE GUZMAN	r	3	MA. VICTORIAS.	TEJADA
NOT	ARIAL ACKNO	WLEDGN	IENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.				
BEFORE ME, a Notary Public	of for and in Antipo	olo City, pe	arsonally appeared the	e following
Name/Enuity	Valid ID Pro	sented	Date	Place
HON REBECCA A. YNARRS	Passport No. P83	239281A	August 5, 2028	Manila
Edwin Rivera	-28-018-900			
All known to me and to me kno acknowledgment that the same is their i present.				
This instrument, consisting of written and has been signed by the partic				
Repair/Repainting of Y at San Visente Bles, School				Theres Stage
WITNESS MY HAND AND ST	EAL this	day of	FEB 2022 et Rizal	Provincial Capitol,
Antipolo City  Doe No. HL5			1.374V. S	Dal iros

NOTARY PUBLIC THE OF HIERAL

(by wirther of E.M. 2795, Septem Asian Master 19-001 PTR 19- 171-32071 January 3 Anti of Attorneys No. 5 (IP teletime Norther No. 91-1801.2 Compliance No. Va-

Page No.

Book No.

Series 20 23



#### NOTICE TO PROCEED

14 February, 2022

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

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS that work may proceed on the Construction of 2-Storey Ynares Multi-Purpose Building at Sitio Silangan Brgy. Dela Paz, Antipolo, City effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on:

216.202

Authorized Signature:

Name of the Representative of the Bidder:

GERALB KENN SJ. BILOG

#### CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

OKB Builders	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic	of the Philippines, with principal place of business
and office address at Morenge Rigal	and berein represented by its
Proprietor/President/General Manager, Gerald K	enn SJ Bilog of legal age, Filipino
citizen, single/married, resident of Morons, Ri. CONTRACTOR, WITNESSETH, That,	

Construction of 2 storey Ynares Multipurpose Building at Sitie Silengen Brgy. dels Pas, Antipole City

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

- 1. The whole works subject matter of this Agreement shell be completed within the Hundred Fifty Six (156) 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. 37, 8, 2021
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - c. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
  - h. Hid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Million One Hundred Thirty One Thousand Ninety Six Pesos and 11/100

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;

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Hundred Thirty Rine Thousand Three Hundred Twenty Right Peace and 83/100 (P 930, 38.83)

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's 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 PROVENCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 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. \$76, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the partition 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 at Antip	earties have hereunto s olo City.	signed this Agreement t	his day of
	ř.		
GKB Builders	RIZ.A	L PROVINCIAL GOV	ERNMENT
Entity/Firm/Corporation			
By:	By:	B	
g rold Ker NJ. Bilog		REBECCA A. YNA	RES
Proprietor/Manager/President		Governor	7
LOLITA BODE GUZMAN	WITNESSES	MA. VICTORIA	e: TEJADA
NOTAL	RIAL ACKNOWLE	DGMENT	
REPUBLIC OF THE PHILIPPINES)			
ANTIPOLO CITY: ) S.S.			
BEFORE ME, a Notary Public &	or ead in Antipolo Cit	y, personally appeared	the following
Name/Entity	Valid ID Presented	Date	Place

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

Pasaport No. P8239281A

196-519-323

August 5, 2028

Manila

HON REBECCA A. YNARES

Gerald Kenn SJ. Bilog

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 2 storey Ynares Multipurpose Building at Sitio Silangan Brgy. dela Pas, Antipule City

Silangan Brgy. dela Pan, Antipa	te City
WITNESS MY HAND AND SEAL this	day of 1 4 FEB 2022at Rizal Provincial Capitol,
Antipolo City	- mt
Doc No. HIT Page No. SS	for Assessment of Serdenin
Book No. 3 Series 20 42	NOTARY PUBLIC INCE OF RIZAL Extended with June 30, 3022



#### NOTICE TO PROCEED

14 February, 2022

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to 
KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the 
Construction of 4,000 Gallons Elevated Steel Water Tank and 
Installation of Additional Pipe Lines at Brgy. Kaytome, Binangonan, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

216.2072

Authorized Signature:

Name of the Representative of the Bidder:

LAURO A. UBIADAS

# CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

and office address at Binangonan, Risal , and berein represented by
Proprietor/President/Coursel Manager Laure N. IIII adam of legal age Filippi
Proprietor/President/General Manager, Laure N. Ubiadas of legal age, Filipin citizen, single/married, resident of Binangonen, Rival hereinafter referred to as to CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed
pursuant of the Sanggantang Pantalawigan Ordinance No. 37, . 2021 namely:

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

- 1. The whole works subject matter of this Agreement shell be completed within **Binety** (90) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 37, 8, 2021
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes
  - b. Bid Security
  - Addenda and Supplemental Sulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

  One Million Nine Hundred Seventy Four Thousand Cone Hundred Bight Four and

  (P 1,974,108.56 ), Philippine

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

- Real

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Hinety Two Thousand Two Hundred Thirty Two Pesos and 57/100 (P 592, 232, 57)

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- 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 3 to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Kit Ubiadas Construction Corp. Entity/Firm/Corporation By: By: Q.B. Lauro M. Ubiadas REBECCA A. Y. Proprietor/Manager/President Governor WITNESSES MA, VICTORIA B. TEJADA LOLITA B. NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY handya meti. 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 Разероп No. P8239281A August 5, 2028 Manila

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.

008-410-689

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 4,000 Gallons Elevated Steel Water Tank and Installation of Additional Pip e Lines at Brgy. Kaytome, Binangonan, Risal

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day If 4 FEB 2022 at Rizal Provincial Capitol, Antipolo City.

Doe No. 402
Page No. 822
Book No. 3
Series 20\_22

Lauro H. Ubiadas

for Angene, Binangenes & Carriera NOTARY PUBLIC OWINGS OF RIZAL (by signer of E.M. 3-93). September 37, 3024) Agen. Waster 19 Col. 170 No. 17643075 Democr. 3, 3012/ Rizal (200 of Art. 197 11 19750 (201 of Art. 197 11 19750 (201 of Art. 1975) Dec. 19750 (201 of Art. 1975) Dec. 19750



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

14 February, 2022

MS. ROSATITA DELA CRUZ TIRAÑA 7JMR CONSTRUCTION SERVICES Binangonan, Rizal

Dear Ms. Tirana:

The attached Contract Agreement having been approved, notice is hereby given to 
7JMR CONSTRUCTION SERVICES that work may proceed on the 
Construction of 2-Storey Ynares Multi-Purpose Building at Brgy. Pipindan, Binangonan, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

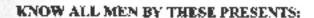
I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

SATITA DELA CRUZ TIRAÑA

### CONTRACT AGREEMENT



This AGREEMENT made and entered into by and between:

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

and office address at	s of the Republic of the Philippines, with principal place of business ingenian, Rival and berein represented by its
Proprietor/President/General Manage citizen, single/married, resident of CONTRACTOR, WITNESSETH, T	Binsungonou, Risal , hereinafter referred to as the
WHEREAS, the PROVINCE pursuant of the Sangguntang Paniata	Sideclares that certain infrastructure works should be constructed in argan Ordinance No. 27 • 2021 namely:

following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Five Hillian Six Thousand Five Hundred Seventeen

Pesson and 75/100 (P 5,006,517.75), Philippine Currency.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto

the construction and completion of the above said infrastructure works strictly in accordance with the

s has accepted and binds itself to undertake

1. The whole works subject matter of this Agreement shall be completed within the Bundred Seventy Two (172) 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. 37. 8. 2021

Did in a public bidding held last January 10, 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
- Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
- Bid Security

hereby agree as follows:

- i. Addeuda 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 laster hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Hillian Six Thousand Five Hundred Seventeen Pesos and 75/100

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;

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Aprila

 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 Hillion Five Hundred One Thousand Nine Hundred Fifty Five Pesos and 33/100 (P\_\_1,501,955.33\_)

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

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

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

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

4

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

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

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

_			
7JMB Construction Service	RIZAL PI	ROVENCIAL GOVE	RNMENT
Entity/Firm/Corporation  By:	Ву:	8	
Rosatita Tirefia	R	EBECCA A. YNAR	RES
Proprietor/Manager/President		Governor /#	
LOLITA E. DE GUZMA	WITNESSES	MA. VICTORIA B.	TEJADA
( NO	TARIAL ACKNOWLEDGE	MENT	
CEPUBLIC OF THE PIBLIPPINES ANTIPOLO CITY )S			
BEFORE ME, a Notary Pul	blic for and in Antipolo City, p	arsonally appeared the	e following
Name/Entity	Valid ID Presented	Date	Place
ION REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Manila
Rosatita Tiraña	308-431-880		

et and uvely.

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

Construction of 2 storey Ynares hultipurpose Building at Brgy. Pipindan, Binangonan, Rizal

WITNESS MY HAND AND SEAL this Antipolo City.  Doe No	day of 4 FEB 2022 at Rizal Provincial Capitol,
	the superposition of the Add Red B



NOTICE TO PROCEED

14 February, 2022

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

Dear Mr. Suelila:

The attached Contract Agreement having been approved, notice is hereby given to 
A. SUELILA CONSTRUCTION that work may proceed on the 
Concreting of Cequena St., Brgy. Tatala, Binangonan, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

01/10/2022 # 5

#### CONTRACT AGREEMENT



#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

A. Suelila Construction organized and existing under the laws of the Republic of	a sole proprietorship/private corporation, duly
and office address at Horong Rinal Proprietor/President/General Manager, Alex Sueli	and herein represented by its
citizen, single/married, resident of Morong, Rize CONTRACTOR, WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certs pursuant of the Sangguniang Pantalawigan Ordinance N	nin infrastructure works should be constructed in namely:
Concreting of Cequena St., Srgy. To	atala, Binangonan, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last \_January 10, 2022 \_\_\_, has accepted and binds useff 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 Seven Hundred Thirty Three Thousand Three

Hundred Six Peace and 12/100 (P 1.733.306.12 ). Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within ( 100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 37, 8, 2021
  - 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
  - Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addeeda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE bereby covenants to pay the CONTRACTOR the amount of PESOS Billion Seven Hundred Thirty Three Thousand Three Hundred Six Pesos and (P 1,733,306,12), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Five Hundred Nineteen Thousand Nine Hundred Hinety One Peson and 84/100 (P\_519,991.84)

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

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's 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 PROVENCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 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 herematter 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 5 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 Amipolo, with the exclusion of any other courts.

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

By:

Alex Suelila Construction

By:

Alex Suelila

Proprietor/Manager/President

By:

WITNESSES

LOLITA B. DE GUZMAN

RIZAL PROVINCIAL GOVERNMENT

REBECCA A. YNARES

Governor

WITNESSES

MA. VICTORIA B. TEJADA

#### NOTARIAL ACKNOWLEDGMENT

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

Series 20<u>. 22</u>.

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

Name/Entity Valid ID Presented Date Pface
HON, REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila
Alex Sucilia 922-822-249

All known to me and to use 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.

Comercting of Coquena St., Brgys Tatale, Binangonsh, Rizal

WITNESS MY HAND AND SEA	I. thisday of FEB 2022 at Rizal Provincial Capitol,
Antipolo City.	
Doc No 3926	aros Lantaros
Page No. 91	NOTA PASSIGNATION OF A CARDON

NOTARA PUBLIC Departs a Cardonal all in the PROVINCE OF RIZAL Extended until Juse 30, 2022 (by virtue of B.M. 3795, September 28, 20; Adm. Matter 19-008 (FTR No. 17132074) January 3, 2022 (Str. Roll of Attorneys No. 69250 (bp Lifetime Member No. 016672 (bp. Lifetime No.



#### NOTICE TO PROCEED

14 February, 2022

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

Dear Mr. Bilog:

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

Improvement /Concreting of Katwiran Street with Drainage Canal, Brgy. Santiago, Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor 79

I acknowledge receipt of this Notice on:

2.16.2022

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

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

	, a sole proprietorship/private corporation, duly the laws of the Republic of the Philippines, with principal place of busines <b>Roreng, Risal</b> , and herein represented by it
Proprietor/President/General	Manager, Gerald Kenn SJ. Bilos , of legal age. Filiping , hereinafter referred to as the
CONTRACTOR. WITNES	SSFTH, That,
WHEREAS, the PI	OVINCE declares that certain infrastructure works should be constructed in a Panlalawagan Ordinance No. 37. 8. 2021 namely:
pursuant of the Sangguntan,	
Improvement/Co Sentingo, Baras, Riva	mereting of K tviran Street with Drainage Ganal, Brgy.
Sentiago, Baras, Riss WHEREAS, the Co	ONTRACTOR, warranting that it has the financial and, technical competence
WHEREAS, the Co to mederake the above said	1

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

One Malkion Four Hundred Sighteen Thousand Ninety

P 1,418,098,92

Philippine Currency.

- 1. The whole works subject matter of this Agreement shall be completed within starty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a SP Ordinance No. 77. s. 2021
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule

consideration of the amount of

Eight Pesos and 92/100

- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
- Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the laster 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 grount of PESOS One Hillion Four Hundred Eighteen Thousand Ninety Eight Peeos and 92/100

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 tune 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 Four Hundred Twenty Five Thousand Four Hundred Twenty Hine Pesos and 68/100

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

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

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

9/

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing lo to reson 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.

		. 1	
Entity/Firm/Corporation	RIZAL PI	ROVINCIAL GOVE	RNMENT
By:	Ву:	R	
Gerel Minn EJ. Bileg	R	EBECCA A. YNAF	RES
Proprietor/Manager/President		Governor	_
LOLITA B. DE GUZMAN	WITNESSES	MA. VICTORIA B.	TEJAĐA
NOT	ARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINES)			- )
ANTIPOLO CITY ) S.S.	general.		
BEFORE ME, a Notary Public	for end in Antipolo City, po	arsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
ION REBECCA A. YNARES	Passport No P\$239281A	August 5, 2028	Manila
Gerald Kenn SJ. Bileg	195-519-323		

present.

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

Improvement/Concreting of Katwiron Street with Drainage Canal Brgy

	Santiago, Baras, Risal	
-	WITNESS MY HAND AND SEAL this	day of 4 FEB 2022 at Rizal Provincial Capitol,
]	Page No. 95 Book No. 3 Scrice 20 22	NOTARY PUBLIC MODE & Cardena NOTARY PUBLIC MODE OF RIZAL Extended until June 30, 2012 (by wirtue of m.M. 3765, September 28, 202 (by wirtue of m.M. 3765, September 28, 202 (by wirtue of m.M. 3765, September 28, 202 (by wirtue of m.M. 3410a 72403
!	Series 20 _2 2	Extended with June of the control of



#### NOTICE TO PROCEED

14 February, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to ANROL CONSTRUCTION that work may proceed on the Concreting of Road at Kasarinlan Baras Eco Park, Brgy. Santiago, Baras, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor Governor

I acknowledge receipt of this Notice on:

216.3072

Authorized Signature:

Name of the Representative of the Bidder:

CLARENCE C. CACHO

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the and office address at	e laws of the Republic of Pasig City		with principal place of business berein represented by it.
Proprietor/President/General M citizen, single/married, residen	Manager, Clarence	Casho	of legal age, Filipine hereinafter referred to as the
CONTRACTOR. WITNESSE			nerematica rescited to as the
WHEREAS, the PROV pursuant of the Sangguntang Pa			works should be constructed in namely:
pursuant of the Sangguntung Pa		No. 37, s. 20	21 namely
pursuant of the Sangguntung Pa Concreting of Roa Baras, Risal WHEREAS, the CONT	inialawigan Ordinance d at Kasarinlan Ba	No. 37, s. 20  rea Peo Park, that it has the fin	Brgy. Seatingo, social and, technical competence
pursuant of the Sangguntang Pa Concreting of Rose Baras, Risal WHEREAS, the CONT to undertake the above said infi	Indalawigan Ordinance  d at Kasarinlan Ba  TRACTOR, warranting restructure works, has b	No. 37, s. 20  tree Ree Park, that it has the fin	Brgy. Seatingo,

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

following standards set forth in the bid documents, approved plans, program of works and specification in

(P 15,405,333.08), Philippine Currency.

consideration of the amount of Fifteen Million Four Rundred Five Thousand Three Eundred Thirty Three Peace and 08/100 (P 15,405,335.08), Philippine Current

- 1. The whole works subject matter of this Agreement shall be completed within (200 ) calendar days, in accordance with the provisions of the Bid. Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 37, s. 2021
  - Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning. bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covertants with the PROVINCE to construct and complete the infrastructure works subject of his Agreement in conformity with the province of the Contract;
- 3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Fifteen Million Four Hundred Five Thousand Three Hundred Thirty Three Feeton (P 15,405,333,08 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 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 Million Six Hundred Twenty One Thousand Pive Rundred Ninety Nine Pesos and 92/100 (P 4,521,599.92)

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's 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

8

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

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 the appropriate court of the City of a	s or suit out of the implementati Antipolo, with the exclusion of a		nt, shall belong to
IN WITNESS WHEREOF,	the parties have hereunto signe Antipolo Ciry.		isday of
	2		
(mm) Construction	6//2 A T TOT	OMBICIAL COVE	DATA AFFART
Entity/Firm/Corporation	KEZAL PA	OVINCIAL GOVE	KVMENT
By: lel y. lel	їву:	8	now.
Clarence Cooks	R	EBECCA A. YNAF	RES
Proprietor/Manager/President		Governor 7	
h	WITNESSES	R	
EOLITA S. DE GUZM.	AN N	MA. VICTORIA B.	TEJADA
/ NO	OTARIAL ACKNOWLEDGE	IENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY ) S	-		
BEFORE ME, a Notary Put	blic for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Ptace
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
Clarence Cacho	151+942-125		
All known to me and to me is acknowledgment that the same is the present.	mown to be the same person/s wheir free voluntary act and deed as	to executed the forego well as the entity the	oing instrument and at they respectively
This instrument, consisting written and has been signed by the pa	of three (3) pages including this arties hereto in each and every pag		
Concreting of Road a Baras, Rizel	t Reservation Serve Sec 1	The Part of the Pa	
1		FER 20	
WITNESS MY HAND AND Antipolo City.	SEAL thisday of	FEB 2020 at Riva	Provincial Capitol

NOTARY PUBLIC ...

Dne No Page No.

Book No. Series 20 22



#### NOTICE TO PROCEED

14 February, 2022

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to 
OLIVER AQUINO CONSTRUCTION that work may proceed on the 
Improvement/Concreting of Bluefield St. at Brookside Hills Subd., Brgy. San Isidro, Cainta, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

2.16.717

Authorized Signature:

Name of the Representative of the Bidder:

OLIVERO, AQUINO

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

organized and existing under the laws of the Republic and office address at Binangenan, Risal	
Proprietor/President/General Manager, Oliver Aquitizen, single/married, resident of Binangonen CONTRACTOR, WITNESSETH, That,	of legal age, Filipino of legal age, Filipino of legal age, Filipino of legal age, Filipino
WHEREAS, the PROVINCE declares that or pursuant of the Songguniang Panlalawigan Ordinance	rtain infrastructure works should be constructed in No. 37, a. 2021 namely:
Improvement/Concreting of Bluefield Brgy, Sen Isidre, Cainta, Risal	d St. at Brookside Hills Subd.,

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

- 1. The whole works subject matter of this Agreement shall be completed within Cno Hundred Forty (140) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 37, 8, 2021
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - c. Construction Schedule
  - f. Request for Expression of Interest
  - Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby 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 amount of PESOS

  Five Hillion Seven Hundred Eighty Three Thousand One Hundred Eleven Pesos

  and 97/100

  (P 5,783,111.97), 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 meaner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

NO SERVICE OF THE PROPERTY OF

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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS one Million Seven Bundred Thirty Four Thousand Nine Hundred Thirty Three Pesos and 59/100 (P1.734.233.59)

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's 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 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 tesors to other alternative modes of disputes resolution.

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Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 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 part at Antipole	ties have hereunto signed this Agreement this day of city.
Oliver Aquine Construction Entity/Firm/Corporation	RIZAL PROVINCIAL GOVERNMENT
By:	By:
Proprietor/Manager/President	Governor Governor
LOLITA B. DE GUZMAN	WITNESSES  MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY (1888)

Series 20 22

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

Cliver Aquino 182-311-289

All known to me and in 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 Bluefield St. at Brookside Hills Subdes Brgy. San Isidre, Cainta, Rizal

Brgy. San Isidro, Cainta, Rizal	
WITNESS MY HAND AND SEAL this	day of 1:4 FEB 2022at Rizel Provincial Capitol,
Antipolo City.  Doe No. 413	- ml
Page No. 84	NOTARY PUBLIC

Extender void June 20, 2022 Extender void June 20, 2022 (up virtue et E.M. 3/25, September 28, 2/21) April 15-005 15 Ma. 171370 Annuary 3, 2022 Annuary 3, 2022 Entry 16 April 15-005 15 Ma. 171370 Annuary 3, 2022 16 Ma. 171370 Annuary 3, 2022 16 Ma. 171370 Annuary 3, 2022 16 Ma. 171370 Annuary 3, 2022 17 M



#### NOTICE TO PROCEED

14 February, 2022

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

Dear Mr. Marron:

The attached Contract Agreement having been approved, notice is hereby given to 
L.L. MARRON CONSTRUCTION & TRADING that work may proceed on the 
Asphalt Overlaying/Concrete Reblocking (portion) of Pauna St., Brgv. Del Remedio, 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,

Governor TNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

LAURA L. MARRON

# CONTRACT AGREEMENT 9

#### KNOW ALL MEN BY THESE PRESENTS:

and 61/100

This AGREEMEN's made and entered into by and between:

The PRUVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
Lake Harron Comete and Trading , a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangonan, Rival , and herein represented by its
and office address at Binangonan, Riskl, and herein represented by its Proprietor/President/General Manager, Laura L. Marron, of legal age, Filipino
Proprietor/President/General Manager, Laure L. Harren , of legal age, Filipino eitizen, single/married, resident of Binangonan, Risal , hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,
CONTRACTOR, WITHPOSETH, TIRE,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in
pursuant of the Sangguniang Panlalawigan Ordinance No. 37, 2, 2022 namely:
Asphelt Overlaying/Concrete Reblocking (portion) of Pausa Ht.
Brgy. del Remedio, Cardona, Risel
URIEDDAS she CONTRACTOR processing that it has the formerial and technical competence
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 January 10, 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 and firstly in the bid documents approximate program of works and specification in
consideration of the amount of Can Million Six Hundred Sixty Four Thousand Three
Hundred Forty Three Pesos and 61/100 (P 1.664.343.61 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties bereto
hereby agree as follows:
TORK PARTY OF MINOR OF THE PROPERTY OF THE PARTY OF THE P
1. The whole works subject matter of this Agreement shall be completed within Eighty ( 50 ) 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:
CD O. F. N. 37. B. 2020
a. SP Ordinance No. 374 a. 2028
b. Certificate of Availability of Fands
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications c. Construction Schedule
f. Request for Expression of Interest
g. Bidding Documents including all the documents/statements contained in the winning
bidder/s two (2) bidding envelopes
h. Bid Security
i. Addenda and Supplemental Sulferin
j. Notice of Award of Contract and the Contractor's Conformity thereto
The state of the s
2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
land 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 Sixty Four Thousand Three Hundred Forty Three Pesos

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

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

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(P 1,664,343,61

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Ninety Nine Thousand Three Hundred Three Pesos and 08/100 (P 499,303.08

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

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

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

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

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

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

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

\_\_\_ day of IN WITNESS WHEREOF, the parties have beceuse signed this Agreement this at Antipole City. L.L. H rron Const. & Trading RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: REBECCA A. YNA Proprietor/Manager/President Governor WITNESSES LOLITA B. DE GUZMAN

NOTARIAE ACKNOWEEDGMENT

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

HON REBECCA A. YNARES

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

Passport No. P8239281A

Place Name/Entity Valid ID Presented Date August 5, 2028 Manila

236-059-376 Laura Marron

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

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

Asphali Overlaying/Concrete Reblocking (portion) of Pauna St. Brgy. Del Remedio, Cardona, Rizal

WITNESS MY HAND AND SEAL II	day of 4 FEB 2002 61 Rizal Provincial Ca	pitol
Antipolo City	100 402	_
ALKIGHA, IV. S.	Comment of the commen	1705

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NOTARY PUBLIC



## OFFICE OF THE GOVERNOR NOTICE TO PROCEED

14 February, 2022

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

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD D2 ENTERPRISES that work may proceed on the Asphalt Overlaying of Rosario St., Brgy. Del Remedio, 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,

Governor ANARES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

PORFIRIO P. MINA

## CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT	FOF RIZAL, a local government unit, duly organized and
existing under Republic Act No. 7160, wit	h seat of government at the Rizal Provincial Capitol,
	Brgy. San Roque, Antipolo City, represented in this act by RES, herein referred to as the PROVINCE; and
JRD-D2 Enterprises	, a sole proprietorship/private corporation, duty

JRD-D2	Enterprises	1	្ន	sole propriet	orship/priva	ate corporati	ion, duly
and office	address m	Tanay	e Republic of the Risal orfirio Kina	Philippines	with princi hereio re		business by its
	s/married, resi	dent of Tax				referred to	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguntung Panlalawigan Ordinance No. 37 . 2021 namely:

Amphalt Overlaying of Rosario Mt., Brgy, Del Remedio, Cardona, Risal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last January 10, 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 the Million One Hundred Forty Three Thousand Hinety Seven Person and 31/100 (P 1.15, 097.31), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Comract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Juplementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No.37, s. 2021
  - Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s (wo (2) bidding envelopes
  - b. Bid Security
  - i. Addrada and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the land hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Hillion One Bundred Forty Three Thousand Minety Seven Pesos and 31/100

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;

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Bundred Forty Two Thousand Nine Bundred Twenty Nine Fesos and 19/100 (P 342,923-19

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 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 (O 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 discret	ion of the Courts.	
Jurisdiction over civil cases of the appropriate court of the City of An	r suit out of the implementate stipolo, with the exclusion of a	ion of this Agreemer my other courts.	nt, shall belong to
IN WITNESS WHEREOF, #	ne parties have hereunto signe nipolo City.	d this Agreement thi	s day of
JRD-D2 Interprises	RIZAL PI	OVINCIAL GOVE	RNMENT
Ву:	By:	4	
Portirio Kina	R	EBECCA A. YNAR	ES
Proprietor/Manager/President		Governor	
//92>	WITNESSES	-/	7
LOLIVA B. DE GUZMA	N 3	MA, VICTORIA B.	TEJAĎA
NOT	FARIAL ACKNOWLEDGE	4ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.			
BEFORE ME, a Notary Publ	ie for and in Antipolo City, po	ersonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Pasaport No. PS239281A	August 5, 2028	Manila
Porfirio Mina	154-422-889		
All known to me and to me kn acknowledgment that the same is their present.	own to be the same person/s w r free voluntary act and deed a	ho executed the forego s well as the entity th	oing instrument an at they respectivel
This instrument, consisting o written and has been signed by the part	f three (3) pages including the ties hereto in each and every pa	is page wherein this ge hereof, refers to th	acknowledgment e Agreement for:
Asphalt Overlaying of			

100, 1000S



## OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

14 February, 2022

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

LARD BUILDERS that work may proceed on the

Improvement / Extension of 2-Storey Ynares Multi-Purpose Bldg. at Brgy. 2nd 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,

Governor AVNARES

I acknowledge receipt of this Notice on:

2 16.702

Authorized Signature:

Name of the Representative of the Bidder:

RENATO C. VILLAROMAN

## 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 Rizat 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

Lard Builders	a sole proprietorship/private corporation, dub
and office address at	the laws of the Republic of the Philippines, with principal place of busines Baras, Rissl and herein represented by it
Proprietor/President/General	Manager, Renate Villaroman , of legal age, Filipin
	dept of Baron, Rical hereinafter referred to as the
CONTRACTOR, WITHES:	SETH, Than,
	OVINCE declares that certain infrastructure works should be constructed in Panlalawigan Ordinance No. 37, as 2022 namely:
Improvement/int	encion of 2 storey Ynares Multipurpose Bldg. at Brgy.
2nd District, J	alajala, Risal
WHEREAS, the CO	NTRACTOR, warranting that it has the financial and, technical competence
WHEREAS, the CO to undertake the above said i	NTRACTOR, warranting that it has the financial and, technical competence infrastructure works, has been declared as the Lowest Calculated Responsive
WHEREAS, the CO to undertake the above said i Bid in a public bidding held	NTRACTOR, warranting that it has the financial and, technical competence infrastructure works, has been declared as the Lowest Calculated Responsive last
WHEREAS, the CO to undertake the above said is Bid in a public bidding held the construction and completellowing standards set forth	NTRACTOR, warranting that it has the financial and, technical competence infrastructure works, has been declared as the Lowest Calculated Responsive

- 1. The whole works subject matter of this Agreement shall be completed within One Hundred Four (104) 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. 37, 5, 2021
  - Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - Construction Schedule
  - f. Request for Expression of Interest.
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - Addrada and Supplemental Bulletin.
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coversants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Three Hillian Seven Hundred Five Thousand One Hundred Eighty Three Fesos and (P 3,705,183,82 ), Philippine 82/100 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 meaner prescribed by the Contract and specified in the Bid and at agreed upon by the Contractor;



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

  Five Hundred Fifty Five Pesos 615/100P 1,111,555-15

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

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

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

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

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

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

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

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at Autipo	10 V-11/3	
Lard Builders	RIZAL	PROVINCIAL GOVERNMENT
Entity/Firm/Corporation		
By: Kensto Villaroman	By:	REBECCA ANARES
Proprietor/Manager/President		Governor
18	WITNESSES	9/
LOLLIA B. DE GUZMAN		MA, VICTORIA-B, TEJADA

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

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

Name/Entity Valid ID Presented Date Place
HON REBECCA A YNAHES Passport No. P8239281A August 5, 2028 Manila
R note Villaremen 119-041-448

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

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

Improvement/Extension of 2 storey Trares Hultipurpose Bldg. at Brgy. 2nd District, Jalajala, Risal

2nd District, Jalajala, Masal	
WITNESS MY HAND AND SEAL this	day of 1 4 FEB 2022at Rizal Provincial Capitol,
Doc No. 41.26 Page No. 8.5 Book No. 3 Series 20 22	NOTARY PUBLIC OF ACCOUNT AND ACCOUNT ACCOUNT AND ACCOUNT ACCOU



## OFFICE OF THE GOVERNOR

### NOTICE TO PROCEED

14 February, 2022

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

LARD BUILDERS that work may proceed on the

Construction of Drainage Canal at Timoteo A. Reyes Mem. Elem. School Brgy. San Pedro, Morong, Rizai effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor AVNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2 (6 702

RENATO C. VILLAROMAN

## 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, daily 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

Lard Builders organized and existing under the laws of and office address at Baras	a sole proprietorship/private the Republic of the Philippines, with princip Risal and berein rep	
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Renato Villaroman of I	egal age, Filipino referred to as the
WHEREAS, the PROVINCE de pursuant of the Sangguniang Panlalawig	eclares that cortain infrastructure works should an Ordinance No. 37 a. 2021	ld be constructed in namely:
Construction of Drainage Brgy. San Pedro, Morong, Risal	e Caral at Timotes A. Reyes Kom. E	lem. School



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

- 1. The whole works subject matter of this Agreement shall be completed within 31xty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bultetins, 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. 37. a. 2021
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest.
  - g. Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

  Come Million One Hundred Six Thousand One Hundred Eighty Five Pesos and 46/100

  (P 1.106.185.46 ), Philippine

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



- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Eundred Thirty One Thousand Eight Hundred Pifty Five Pesos and 64/100 (P 331.855.64)

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

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

Section 68 of Rule XXIII 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 boalth 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  ${\cal P}$ 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 forfaiture 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

he appropriate court of the City of Anti-	polo, with the exclusion of	W-	
IN WITNESS WHEREOF, the at Anti	parties have hereunto signe polo City.	d this Agreement th	is day of
	. 1		
Lard Builders	RIZAL P	KOVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
y: d	Ву:	10	
W.	_,.	<b>^</b>	
Renato Millaroman	R	EBECCA'A. YNAF	RES
Proprietor/Manager/President		Governor	
/	WITNESSES		
(18)	WITTE	0/	
LOLITA'B. DE GUZMAN		MA. VICTORIA B.	TEJADA
/		4	
/ North	RIAL ACKNOWLEDGN	4 PATE	
NOTA	MIAL AUNIOWELLING	JENI	
EPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
ON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
Renato Villaroman	119-041-448		
All known to me and to me know cknowledgment that the same is their for resent.	on to be the same person/s whose voluntary set and deed as	no executed the foregrees; well as the entity the	oing instrument and at they respectively
This instrument, consisting of t written and has been signed by the partie	hree (3) pages including this shereto in each and every page.	s page wherein this ge heroof, refers to the	acknowledgment is a Agreement for:
Construction of Drains Brgy. San Pedro, Moron	g. Rizal		
WITNESS MY HAND AND SE	AL thisday of <u>f</u>	4 500 2022st Riza	l Provincial Capitol,
antipolo City.			Dal
Doc No. 414		10001-10	MA STATE

Book No. Senes 20 NOTARY PUBLIC

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# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

14 February, 2022

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

Dear Mr. Anore:

The attached Contract Agreement having been approved, notice is hereby given to G. ANORE CONSTRUCTION that work may proceed on the Impr./Const. of Drainage Canal at Mabini St., Brgy. Bagumbong, Jalajala, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

GRINGO ANORE

## CT 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 Cap	
Circumferential Road corner P. Oliverds St., Brgy. San Roque, Antipolo City, represented in this at	
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and	

3, Amore Construction	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic and office address at Binangonan, Rise	of the Philippines, with principal place of business
Proprietor/President/General Manager, Gringo Ar	of legal age, Filipino
citizen, single/married, resident of Binangonan, CONTRACTOR, WITNESSETH, That,	Risal hereinafter referred to as the
WHEREAS, the PROVINCE declares that co pursuant of the Sangguniang Pantalawagan Ordinance	rtain infrastructure works should be constructed in No. 37, s. 2021 namely:
Impr./Const. of Praisage Const at 2 Jalajela, Rical	Sebini St., Brgy. Begunbong.

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 \_\_ January 10, 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 Two Million Seven Hundred Sixty Seven Thousand Five Hundred Three Pesos and 06/100 (P 2,767,503.06), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within (120) calendar days, in accordance with the provisions of the Bid One Hundred Twenty 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 horein by way of reference, namely:
  - SP Otdinance No. 37, 8, 2021
  - Cartificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Seven Hundred Sixty Seven Thousand Five Hundred Three Pesos and (P\_2,767,503.06\_), Philippine 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 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 Eight Hundred Thirty Thousand Two Eughted Pifty Pesos and 92/100

  (P 830, 250, 92

  (P 830, 250, 92

  (P 830, 250, 92)

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

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

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

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

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

IN WITNESS WHEREOF, the particle at Antipol		2160 246	
G. Anore Construction Entity/Firm/Corporation	ŀ	RIZAL	PROVINCIAL GOVERNMENT
By: transpirer	F	By:	REBECCA A. YNARES
Proprietor/Manager/President	WITNESSE		Governor A
LOLITA B. DE GUZMAN	WITHLOSE	20	MA. VICTORE B. TEJADA
NOTARI	IAL ACKNOW	la env	CLEENT

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

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

Place Name/Entity Valid ID Presented Date August 5, 2028 HON. REBECCA A. YNARES Passport No. P8239281A Manile 253+374+109 Gringo Anore

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 volumery 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:

Impr./Const. of Drainage Canal . Mabini Bt., Brgy. Bacumbong. Jalajala, Risal

	.1 4. FER	2022 at Rizal Provincial Capital
WITNESS MY HAND AND SEAL dis	day of	at Rizal Provincial Capitol
Amipolo City.		$\sim$ $1$ $\dot{-}$

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Adm. Matter 18-006 47132076 | Jonuary 3, 2022 / Rizal Roll of Atternory No. 92550 Sellone Member No. 016532 | Rizal LE Compliance No. VI-0007853



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

14 February, 2022

MS. LAURA L. MARRON

L.L. MARRON CONSTRUCTION & TRADING
Binangonan, Rizal

Dear Mr. Marron:

The attached Contract Agreement having been approved, notice is hereby given to 
L.L. MARRON CONSTRUCTION & TRADING that work may proceed on the 
Asphalt Overlaying / Concrete Reblocking (Portion) of Garrovillas St., Brgy. San Jose, Morong, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor TNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

O & move

## CONTRACT AGREEMENT

The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duty organized and

### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMEN'T made and entered into by and between:

organized and ex	isting under the laws of t	, a sole proprietorship/private corporation, du the Republic of the Philippines, with principal place of business
and office a	idress at Binanea	nan, Rigal and herein represented by
Proprietor/Presid	ent/General Manager,	Laura L. Harron of legal age, Filipi
CONTRACTO	R. WITNESSETH, That,	Binangones, Rizal , heremafter referred to as a
		lares that certain infrastructure works should be constructed
pursuant of the S	angguniang Panlalawiga	n Ordinance No. 37, s. 2021 namely:
Asphal	t Overlaying/Concre	te R blocking (purkion) of Garrovillas St.,
Brgy.	Sen Jose, Morong, R	dsal <sup>®</sup>
		t, warranting that it has the financial and, technical competer
to undertake the	Those enic infinatemeters	manufactured in the same of a classical and the language [Inter-In
7011 in a 110 Sept.	134 bala bar Annun	works, has been declared as the Lowest Calculated Respons
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Bid in a public I the construction following stands consideration of and 66/100	and completion of the tords set forth in the bid do f the amount of	has accepted and binds itself to undertabove said infrastructure works strictly in accordance with a cuments, approved plans, program of works and specification with the Million Fighty One Thousand Ninety our Post (P 3.081.004.66 ), Philippine Currency
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Bid in a public I the construction following stands consideration or and 65/100  NOW, bereby agree as  I. The Eighty Documents, App	and completion of the and completion of the and set forth in the bid do the amount of	has accepted and binds itself to underterabove said infrastructure works strictly in accordance with a cuments, approved plans, program of works and specification righty one Thousand Ninety out Position 1 (P 3.081.094.66 ), Philippine Currency in consideration of the foregoing premises, the parties her matter of this Agreement shall be completed with calendar days, in accordance with the provisions of the I f Works and Specifications, General and Special Conditions
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Bid in a public I the construction following stands consideration or and 66/100  NOW, bereby agree as  I. The Eighty Documents, App Contract, Suppl 2016 Revised in	and completion of the and completion of the and set forth in the bid do the amount of	has accepted and binds itself to underterabove said infrastructure works strictly in accordance with a cuments, approved plans, program of works and specification in the lighty one Thousand Ninety our Post (P 3.081.06.66.), Philippine Currency in consideration of the foregoing premises, the parties her matter of this Agreement shall be completed with calendar days, in accordance with the provisions of the I f Works and Specifications, General and Special Conditions, if any, and supporting/related documents as required by egulations of Republic Act No. 9184 and are integrated below.
Bid in a public I the construction following stands consideration or and 66/100  NOW, bereby agree as  I. The Lighty Documents, Ap Contract, Suppl 2016 Revised in and incorporated	and completion of the tards set forth in the bid do f the amount of	has accepted and binds itself to underterabove said infrastructure works strictly in accordance with a cuments, approved plans, program of works and specification in the lighty one Thousand Ninety one Performance William Fighty one Performance William Fighty one Performance William Fighty one Performance Willin
Bid in a public I the construction following stands consideration of and 66/100 NOW, bereby agree as  I. The Lighty Documents, App Contract, Suppl 2016 Revised in and incorporated at SP O	and completion of the and completion of the and completion of the and set forth in the bid do the amount of	has accepted and binds itself to underterabove said infrastructure works strictly in accordance with a cuments, approved plans, program of works and specification in the lighty one Thousand Ninety one Police (P 3.081.09.66), Philippine Currency in consideration of the foregoing premises, the parties here matter of this Agreement shall be completed with a calendar days, in accordance with the provisions of the I f Works and Specifications, General and Special Conditions, if any, and supporting/related documents as required by egulations of Republic Act No. 9184 and are integrated herewice, namely:
Bid in a public I the construction following stands consideration or and 66/100  NOW, bereby agree as  I. The Lighty Documents, App Contract, Suppl 2016 Revised in and incorporated a, SP O b. Certification	and completion of the tards set forth in the bid do f the amount of	has accepted and binds itself to underterabove said infrastructure works strictly in accordance with a cuments, approved plans, program of works and specification in the lighty one Thousand Ninety our Post (P 3.081.09.66), Philippine Currency in consideration of the foregoing premises, the parties her matter of this Agreement shall be completed with calendar days, in accordance with the provisions of the I f Works and Specifications, General and Special Conditions, if any, and supporting/related documents as required by egulations of Republic Act No. 9184 and are integrated below, namely:

f. Request for Expression of Interest
 g. Bidding Documents heluding all the documents/statements contained in the winning bidder/s two (2) bidding envelopes

h. Bid Security

Construction Schedule

i. Addenda and Supplemental Buildin.

- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the paymen to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the mount of PESOS

  Three Million Bighty Case Thousand Minety Four Pesos and 66/100

  (P 3.081.094.66 ), Philippine

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

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- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Nine Hundred Twenty Four Thousand Three Hundred Twenty Right Pesce and 40/100

  Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- 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. Unce 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 commet 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 furfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

the appropriate court of the City of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ day of at Antipolo City. I.L. Farron Const. & Frading RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: REBECCA A. YNARE Proprietor/Manager/President Governor WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Name/Entity Date Valid ID Presented August 5, 2028 HON, REBECCA A, YNARES Passport No. P8239281A Manila 236-059-376 Laura L. Marron All known to me and to me known to be the same person's who executed the foregoing instrument and present. written and has been signed by the parties hereto in each and every page hereof, rufers to the Agreement for:

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

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

Asphalt Overlaying/Comerete Reblocking (pertion) of Garrovillas Stop Brgy. San Jose, Morong, Rizal

WITNESS MY HAND AND SEAL this	day of FEB 2022 at Rizal Provincial Capi	to
Antipolo City.		

Hoi Doc No. Series 20 22.

TOS



## OFFICE OF THE GOVERNOR NOTICE TO PROCEED

14 February, 2022

MR. CLARENCE C. CACHO ANROL CONSTRUCTION Sampaloc Manila

Dear Mr. Cacho:

The attached Contract Agreement having been approved, notice is hereby given to 
ANROL CONSTRUCTION that work may proceed on the 
Asphalt Overlaying / Concrete Reblocking (Portion) of Road with 
Drainage Canal at Andallo Street, Brgy. Malaya, Pililla, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2/6.2022

Les Les Les CLARENCE C. CACHO

## CONTRACT AGREEMENT

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between.

	Anrel Construction , a sole proprietorship/private corporation, duly
1	organized and existing under the laws of the Republic of the Philippines, with principal place of business
- 1	and office address at Pasis City , and herein represented by its
	Proprietor/President/General Manager, Clarence Cacho , of legal age, Filipino
	citizen, single/married, resident of Postig City hereinafter referred to as the
-	CONTRACTOR, WITNESSETH, That,
	WEIGHT AR AL BROADLON AND A COLUMN AND A CONTRACT WAS A SHOULD BE CONTRACTED IN
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 37. 2021 namely;
	Asphalt Overlaying/Concrete Reblocking (portion) of Road with Drainage Canal at Andallo Street, Brgy. Malaya, Pililla, Rizal
	WHEREAS, the CONTRACTOR, warranting that it has the tinancial 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 January 10, 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 Four Million Seven Hundred Twenty Three Thousand
	Five Hundred Pive Pesos and 75/100 (P 4,723,505.75 ), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
	1. The whole works subject matter of this Agreement shall be completed within the following the subject matter of this Agreement shall be completed within the following the subject 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:
	1. The whole works subject matter of this Agreement shall be completed within Coe Bundred Twenty (180) 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. 37. 3. 3025
+	1. The whole works subject matter of this Agreement shall be completed within Combinated Twenty (120) 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 Hulletins, 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. 37. 3021  b. Certificate of Availability of Funds
1	1. The whole works subject matter of this Agreement shall be completed within the formulation of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Hulletins, 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. 37. 3021  b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
1	1. The whole works subject matter of this Agreement shall be completed within Combinated Twenty (120) 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 Hulletins, 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. 37. 3021  b. Certificate of Availability of Funds
1	1. The whole works subject matter of this Agreement shall be completed within Coo Bundred Twenty (180) 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. 37. 3. 3021  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
100	1. The whole works subject matter of this Agreement shall be completed within the fundred twenty (120) 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. 37. 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
200	1. The whole works subject matter of this Agreement shall be completed within 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. 37. 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
1000	1. The whole works subject matter of this Agreement shall be completed within the Frank (180) 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. 37 3021  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 b. Bid Security
200	1. The whole works subject matter of this Agreement shall be completed within the bundred twenty (180) 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. 37. 3. 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 b. Bid Security i. Addenda and Supplemental Bulletin
00 6.1.1	1. The whole works subject matter of this Agreement shall be completed within the fundamental contents (180) 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 Hulletins, 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. 37. 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 Bulletin j. Notice of Award of Contract and the Contractor's Confirmity thereto
00 6.00	1. The whole works subject matter of this Agreement shall be completed within Coo fundred Twenty (180) 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 seference, namely:  a. SP Ordinance No. 37. 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 Sevarity i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Confirmity thereto  2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the
00 6.6.1	1. The whole works subject matter of this Agreement shall be completed within CDO Fundred Twenty (180) 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 Bulletin, 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. 37. 1. 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 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 lanter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of
000	1. The whole works subject matter of this Agreement shall be completed within Coo fundred Twenty (180) 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 seference, namely:  a. SP Ordinance No. 37. 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 Sevarity i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Confirmity thereto  2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the

Four Million Seven Hundred Twenty Three Thousand Five Hundred Five Pesos and

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

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

(P 4,723,505,75 ), Philippine

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Four Hundred Seventeen Thousand Fifty (P 1,417,051.73 One Pesos and 73/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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

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

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

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

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

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

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

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.

Name/Entity Valid ID Presented Date Place

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

Clarence Cacho 151-542-125

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

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

Asphalt Overlaying/Concrete Reblocking (portion ) of Road with Drainage Canal at Andallo Street, Brgy. Melaya, Pililla, Rizal

WITNESS MY HAND AND SEAL this	day of 4 FGO at Rizal Provincial Capitol,
Antipolo City	— day or — red total from the same
Dor No. 398 Page No. 81	ANTI-Y- META TO A REAL MATO
Back No. 3	NOTARY PUBLICATION OF RELAL

Series 20 22

by virtue of S.M. 3705, September 28, 2021)
by virtue of S.M. 3705, September 28, 2021

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## OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

14 February, 2022

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

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD D2 ENTERPRISES that work may proceed on the Asphalt Overlaying of G. Talavera St., Brgy. Bagumbayan, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

PORFIRIO P. MINA

## CONTRACT AGREEMENT 1/2

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between

THE PROPERTY HAVE AND CHICAGO BY AND OCCUPANT	
The PROVINCIAL GOVERNMENT OF RIZAL, a local existing under Republic Act No. 7160, with seat of governme Circumferential Read corner P. Oliveros St., Brgy. San Reque, Anits GOVERNOR, HON. REBECCA A. YNARES, herein referred	ent at the Rizal Provincial Capitol, tipolo City, represented in this act by
JRD-D <sup>2</sup> ENTERPRISES a sole pro	oprietership/private corporation, duly
organized and existing under the laws of the Republic of the Philippand office address at Teney, Rizel Proprietor/President/General Manager, PORFIRIO MINA citizen, single/married, resident of Teney, Rizel CONTRACTOR. WITNESSETH, That,	pines, with principal place of business and berein represented by its of legal age, Filipino
WHEREAS, the PROVINCE declares that certain infrastrument of the Sangguniang Panlalawigan Ordinance No. 37, *.	
Asphalt Overlaying of G. Talavera St., Brgy.	Begumbeyen, Pilille, Rizel
Bid in a public bidding held last 10 January 2022 has the construction and completion of the above said infrastructure following standards set forth in the bid documents, approved plans. consideration of the amount of One Million Four Hundred Hundred Fifty-Seven Pesos 5 81/100 (P 1,4	accepted and binds itself to undertake works strictly in accordance with the program of works and specification in d Twenty-Nine Thousand Eight 29,857.81 ), Philippine Currency.
NOW, THEREFORE, for and in consideration of the for hereby agree as follows:	oregoing premises, the parties hereto
l. The whole works subject matter of this Agre Sixty (60) calendar days, in accor Documents, Approved Plans, Program of Works and Specification Contract, Supplemental or Bid Bulletins, if any, and supporting/ 2016 Revised implementing Rules and Regulations of Republic Acand incorporated herein by way of reference, namely:	dance with the provisions of the Bid us, General and Special Conditions of related documents as required by the
a. SP Ordinance No. 37, s. 2021	y v
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	

X

 Request for Expression of Interest
 Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes

h. Bid Security

i. Addesda and Supplemental Bulletin

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

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

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

One Million Four Hundred Twenty-Nine Thousand Eight Hundred Fifty-Seven

Pesos & 81/100 (P 1,429,857.81 ), 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 manusor 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 Four Hundred Twenty-Eight Thousand Nine Hamdred Fifty-Seven Pesos # 34/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

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 bercunto signed this Agreement this at Antipole City. RIZAL PROVINCIAL GOVERNMENT ENTERPRISES Entity/Firm/Corporation By: RFIRIO MENA REBECCA A. YNARES Proprietor/Manager/President Governor> WITNESSES NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PRILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipol@City, personally appeared the following Place Date

Name/Entity Valid ID Presented Date Place
HON. REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila
PORFIRIO MINA TIN NO. 154-422-889

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

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

Asphalt Overlaying of G. Talavera St., Brgy, Bagumbayan, Pililla, Rizal

WITNESS MY HAND AND SEAL this	day of 1 4 FEB 2022t Rizal Provincial Capitol,
Doc No. 423	TO THE L. CANTON
Pege No 36 Book No. 3	NOTAR PUBLIC STRONG OF ALL SERVICES OF ALL SER
Series 20 J 4	Chymritism of B 71, 3275, Septievoher 23, 201 : 64 = 72, 14, 35,000 : 727, 201   727, 727, 727, 727, 727, 727, 727, 72



## OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

14 February, 2022

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORPORATION that work may proceed on the Asphalt Overlaying/Concrete Reblocking (portion) of Sitio Lamuan Feeder Road, Brgy. Quisao, Pililla, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

FERNANDO L. ARADA

## CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

FLAG CONSTRUCTION	CORPORATION	, a sole pr	ropriet	orship/priva	ate corporati	on, đượ
organized and existing under						
and office address at	Binengonen,	Rizal ,	and	herein t	epresented	by its
Proprietor/President/General	Manager, F	ERNANDO ARADA		, of	legal age,	Filipino
citizen, single/manied, resi	deat of Binang	onen, Rizel		hereinafter	referred to	as the
CONTRACTOR, WITNESS	SETH That,					

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniany Panlalawigan Ordinance No. 37. 🔹 2021

### Asphalt Overlaying/Concrete Reblocking (portion) of Sitio Lamuan Feeder Road, Brgy Quiseo, Pililla 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 10 Jenuary 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 Three Million Three Hundred Eighty-Five Thousand (P 3,385,094.49 ), Philippine Currency. Ninety-Four Pesos & 49/100

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

- I. The whole works subject matter of this Agreement shall be completed within One Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely.
  - a. SP Ordinance No. 37, 8, 2021
  - Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - Construction Schedule
  - Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning biddet/s two (2) bidding cuvelopes
  - h Bid Security
  - i. Addends and Supplemental Bulletin.
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS. Three Million Three Hundred Eighty-Five Thousand Ninety-Four Pesos & 49/100 (P\_3,385,094,49 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

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

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

Twenty-Eight Pesos & 35/100

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws,
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 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 resurt 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 henchit derived from the act or acts in question or both at the discretion of the Courts.

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this \_\_\_\_\_\_ day of at Antipolo City. FLAG CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation Ву By: COCK FERNANDO ARADA REBECCA A. Proprietor/Manager/President Governor WITNESSES

#### NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO-CITY

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

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

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

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

Apphalt Crowlaving/Congreta Boblocking (portion) of 51tic Lawren Fooder Book

Quiseo, Pililla, Rizal	(borriou) or strip ramen reader woads pr
WITNESS MY HAND AND SEAL this	day of 4 FEB 2022 at Rizat Provincial Capitol,
Page No. 96 Book No. 3 Searces 20 42.	NOTARY PUBLIC Services Environment of the Company o



## OFFICE OF THE GOVERNOR

NOTICE TO PROCEED

14 February, 2022

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

Dear Ms. Marron:

The attached Contract Agreement having been approved, notice is hereby given to 
L.L. MARRON CONSTRUCTION & TRADING that work may proceed on the 
Repair/Improvement of Ynares Multi-Purpose Covered Court at Brgy. Manggahan, Rodriguez, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor AVARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

LAURA L. MARRON

## CONTRACT AGREEMENT

18

#### 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, berein teferred to as the PROVINCE; and

and office address at	c laws of the Republic of the Philip	oprietorship/private corporation, duly opines, with principal place of business and herein represented by its
Proprietor/President/General M	lanager, LAURA MARRON	, of legal age, Filipino
citizen, single/married, resider	of Binenconen, Rize	I hereinafter referred to as the
CONTRACTOR, WITNESSET		
	INCE declares that certain infrastructural and a superior and a su	ucture works should be constructed in namely:

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 10 January 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 Three Million Three Hundred Pifty-One Thousand Two Hundred Twenty-One Peece 74/100 (P 3,351,221.74), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Cne Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 37, . 2021
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning biddet/s two (2) bidding envelopes
  - b. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto.
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract:
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

  Three Million Three Hundred Fifty-One Thousand Two Hundred Twenty-One Pesos

  6 74/100 (P 3,351,221.74 ), 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;

An

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 Five Thousand Three Hundred

Sixty-Six Pesos & 52/100

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

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

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

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

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

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without projudice, however to any mutual agreement of the parties hereto to agree in writing 1 \$\mathbb{Z}\$ to resort to other alternative modes of disputes resolution.

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

	the parties have hereunto signe antipoto City.	d this Agreement this	sday of
	ų.		
L.L. MARRON CONSTRUCTION & T	RADING RUZAL PR	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation			
By ASNamm	Ву:	6	
LAURA MARRON	N.	EBECCA A. YNARI	ES,
Proprietor/Manager/President		Governor	
10	WITNESSES	2	
LOLITA B. DE GUZMA	N N	MA. VICTORIA B. T	<b>FEJADA</b>
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, NO	TARIAL ACKNOWLEDGM	1ENE	
	TORNEL ACRESON LEDGS		
REPUBLIC OF THE PHILIPPINES	-		
ANTIPOLO CITY )\$:	Ş.		
The state of the s	lic for and in Antipolo City, pe	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, RESECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
LAURA MARRON	TIN NO. 236-059-376		
acknowledgment that the same is their present.	of three (3) pages including the	s well as the entity that s page wherein this a	t they respectively
This instrument, consisting of written and has been signed by the part	rties hereto in each and overy pag	271 221 174134 215	23.17.5

TR No. 171320741 January 3, 2822 / Rica Roll of Alterways No. 89250 IEF Ultitless Ramber No. 016572 Piral NGLE Comprised No. V40007633

Antipolo City.

Doc No. Page No. Book No. Series 20 20



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

14 February, 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 Repainting/Repair of Ynares Multi-Purpose Covered Court at Sitio Kayrupa, Brgy. San Rafael, Rodriguez, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.16.2022

01/10/2022 # 19

## CONTRACT AGREEMENT 10

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly 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
NTCKERSON CONSTRUCTION
MICKERSON CONSTRUCTION as of proprietorship/private corporation, dub organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rodriguez, Rizel and herein represented by it Proprietor/President/General Manager, NICKERSON SAGUN of legal age, Filipine citizen, single/married, resident of Rodriguez, Rizel hereinafter referred to as the CONTRACTOR. WITNESSEEH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggumang Panholawigan Ordinance No. 37, 8, 2021
Repainting/Repair of Ynares Multi-Purpose Covered Court at Sitio Kayrupa, Brgg. San Rafael, Rodriguez, Rizel
Bid in a public bidding held last 10 January 2022 has accepted and binds itself to undertake the construction and completion of the above said intrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification is consideration of the amount of One Million Fifty-Six Thousand Eighty-Two Pesos (P 1,056,082.22 ), Philippine Currency.  NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto
burchy agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bir Documents, Approved Plans. Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bird 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 herewill and incorporated herein by way of reference, namely:
a. SP Ordinance No. 37, s. 2021
b Certificate of Availability of Funds
c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications
e. Construction Schedule
f. Request for Expression of Interest
c. Construction Schedule  f. Request for Expression of Interest  g. Bidding Documents including all the documents/statements contained in the winning hidden to two (2) hidding accordance.
bidder/s two (2) bidding envelopes h. Bid Security
i Addends and Supplemental Bulletin
<ul> <li>i. Addenda and Supplemental Bulletin</li> <li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li> </ul>

In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Fifty-Six Thousand Eighty-Two Peece & 22/100

(P 1,056,082.22 ). Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or exaployee 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 PPSOS Three Hundred Sixteen Thousand Eight Hundred (P 316.824.67 Twenty-Four Pesos + 67/100 Philippine Currency, as a tocasure of guarantee for the faithful compliance with his obligations under this

Agreement and all papers/documents to support thereto and/or incorporated herewith, in accordance with

the Bidding Documents;

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

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

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

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.

the appropriate court of the City of Ar		-	
	e parties have hereunto signed stipolo City.	this Agreement th	is day of
NICKERSON CONSTRUCTION Entity/Firm/Corporation	RIZAL PRO	OVINCIAL GOVE	RNMENT
By: In ( )	By:	5	
NICKERSON SAGUN Proprietor/Manager/President	RE	BECCA A. YNAR Governor	IES
low	WITNESSES	ď	
LOLTTA E DE GUZMAN	Ň M	A. VICTORIA B.	TEJADA
NOT	FARIAL ACKNOWLEDGM	ENT (	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S S			
BEFORE MF., a Notary Publi	ic for and in Antipolo City, per-	sonally appeared th	c following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
NICKERSON SAGUN	TIN NO. 412-090-913		
All known to me and to me im- acknowledgment that the same is their present.	own to be the same person/s who free voluntary act and deed as	executed the foregover as the entity the	oing instrument and at they respectively
This instrument, consisting of written and has been signed by the part	three (3) pages including this ies bereto in each and every page	page wherein this a hereof, refers to the	acknowledgment is Agreement for.
Repainting/Repair of Ynares Sen Refeel, Rodriguez, Rizel		Court at \$1110	Kayrupa, Brgy.
METALTICO LAVI BANDA AND A	mur at a di	EED 2022 w Pins	l Braningial Capital

WITNESS MY HAND AND SEAL this \_\_\_\_\_day of 4 FEB 2022 at Rizal Provincial Capitol,
Antipolo City.

Doc No. \_\_405

Doc No. 40.5
Page No. 82
Book No. 3
Series 20 32

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## OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

14 February, 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 Repair / Repainting Of Ynares Multi-Purpose Covered Court at Southville 8c Phase 1 K2, 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 copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.16.202

NICKERSON H. SAGE

# CONTRACT AGREEMENT 20

### KNOW ALL MEN BY THESE PRESENTS:

This ACREEMEN I made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
NICKERSON CONSTRUCTION  a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rodriguez, Rizel, and herein represented by its Proprietor/President/General Manager, NICKERSON SAGUN, of legal age, Filipino citizen, single/married, resident of Rodriguez, Rizel, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalavigan Ordinance No. 37, 8, 2021 namely:
Repeir/Repainting of Ynares Multi-Purpose Covered Court at Southville Es. Phase 1 K2, 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 last10
I. The whole works subject matter of this Agreement shall be completed within Forty-Five (45) 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. 37, s. 2021
b. Certificate of Availability of Funds
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
<ul> <li>i. Addenda and Supplemental Bulletin</li> <li>j. Notice of Award of Contract and the Contractor's Conformity thereto</li> </ul>
<ol> <li>In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter horeby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;</li> </ol>
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Forty-Two Thousand Six Hundred Twenty-Two Pesos & 88/100 (P_1,042,622,88 ), Philippine

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

20

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Twelve Thousand Seven Hundred Eighty-Six Pesos & 86/100

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

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

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

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

- 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-EMPLOYER 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

18

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 disputos 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 habte for civil hability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

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

REPUBLIC OF THE PHILIPPINES)
ANTIPOLO CITY ) \$.\$.

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

Name/Entity Valid ID Presented Date Place
HON. REBECCA A. YNARES Passport No. P8239281A August 5, 2028 Manila
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.

Repair/Repainting of Ynares Multi-Purpose Covered Court at Southville &c Phase 1

and and and marrages, where	·
WITNESS MY HAND AND SEAL this	day of 4 FEB 2022 at Rizal Provincial Capitol,
Antipolo City.	
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Book No. 3 Series 20 22	5 - 1-ndrd veta June 30, 2022
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	147 Computation 49, VI-900 (683)



## OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

14 February, 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 Improvement / Concreting of Kalantas Street, 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 copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

Governor ANARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

NICKERSON H-SAGUN

2 16.207

# CONTRACT AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

The PROVINCIAL GOVERNMENT OF REZAL, a local government unit, duly organize existing under Republic Act No. 7160, with seat of government at the Rizal Provincial (Circum Provincial Republic Act No. 7160).	Capitol,
Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipulo City, represented in this its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and	act by
NICKERSON CONSTUCTION, a sole proprietorship/private corporation	a. 4b.
organized and existing under the laws of the Republic of the Philippines, with principal place of be and office address at Rodriguez, Rizal, and herein represented to Proprietor/President/General Manager, NICKERSON SAGUN, of legal age. I citizen, single/married, resident of Rodriguez, Rizal, hereinafter referred to CONTRACTOR. WITNESSETH, That,	usiness by its Filipino
WHEREAS, the PROVINCE declares that certain infrastructure works should be construe pursuant of the Sangguniang Panlalawigan Ordinance No. 37, 8, 2021 name	
Improvement/Concreting of Kalentas Street, Brgy. Sen Jose, Rodrigues Rizal	t <sub>p</sub>
Bid in a public bidding held last 10 January 2022 has accepted and binds itself to un the construction and completion of the above said infrastructure works strictly in accordance with tollowing standards set forth in the bid documents, approved plans, program of works and specific consideration of the amount of One Million Five Hundred Twenty-Four Thousand Hundred Sixty Person 4 33/100 (P 1,524,360.33), Philippine Cur NOW, THEREFORE, for and in consideration of the foregoing premises, the parties	with the stion in Three reacy.
hereby agree as follows:	nereto
1. The whole works subject matter of this Agreement shall be completed Eighty ( 30 ) calendar days, in accordance with the provisions of a Documents, Approved Plans, Program of Works and Specifications, General and Special Conditional Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated by and incorporated herein by way of reference, namely:	the Bid ions of by the
a. SP Ordinance No. 37, s. 2021 b. Certificate of Availability of Funds	
c Scope/Program of Work and Detailed Estimate	
d. Plans and Specifications	
•	
e. Construction Schedule	
e. Construction Schedule  f. Request for Expression of Interest	
e. Construction Schedule	-1
e. Construction Schedule  f. Request for Expression of Interest g. Bidding Documents including all the documents/statements contained in the winning	-4

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

this Agreement in conformity with the province of the Contract;

33/100

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

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

(P\_1,524,360.33 ), Philippine

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

One Million Five Hundred Twenty-Four Thousand Three Hundred Sixty Pesos &

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

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Fifty-Seven Thousand Three Hundred Fight Pesos & 10/100 (P 457,308.10)

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

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

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

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

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

the appropriate court of the City of A IN WITNESS WHEREOF,	the parties have hereunto signer	•	isdany of
	utipolo City.	_	
	*		
NICKERSON CONSTRUCTION Entity/Firm/Corporation	RIZAL PK	OVINCIAL GOVE	RNMENT
By: KILLENSON	Ву:	ろ	
NICKERSON SAGON	RE	BECCA A. YNAR	4
Proprietor/Manager/President		Governor (72)	
1/2/	WITNESSES	8	
LOLITA BLOE GUZMA	N N	la. Victoria b.	TEJADA
No	TARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY ) \$3	•		
BEFORE ME, a Notary Pub	lic for and in Antipolo City, per	rsonally appeared the	¢ following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
NICKERSON SAGUN	TIN NO. 412-090-913		
All known to me and to me ke acknowledgment that the same is their present.	nown to be the same person/s when free voluntary act and deed as		
This instrument, consisting of written and has been signed by the part	of three (3) pages including this ties hereto in each and every pag	page wherein this is e hereof, refers to the	acknowledgment is Agreement for:

Improvement/Concreting of Kelantas Street, Brgy. San Jose, Rodriguez, Rizal

	1 4 EED 2000
WITNESS MY HAND AND SEAL this	day of 1 4 FEB 2022at Rizal Proviocial Capitol,
Antipolo City:	_ 1 .
	Cont
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Page No. R?	HOTTAY PUBLIC
Book No. 9	NOTARY PUBLICACE OF RIZAL
Series 20_QQ	Extended until June 30, 2022 (Sur eleting of 8.36, 3705, September 28, 2021)
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	Millie Compitation and Vision



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

14 February, 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 at P. Guevarra St., 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 copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

Governor ANARE

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.6.2072

NICKERSON H. S.

# CONTRACT AGREEMENT 22

#### KNOW ALL MEN BY THESE PRESENTS:

Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo its GOVERNOR, HON. REBECCA A. YNARES, herein referred to as d	
NICKERSON CONSTRUCTION a sole proprictor	white authorizate correction duly
organized and existing under the laws of the Republic of the Philippines, and office address at Rodriguez, Rizel and Proprietor/President/General Manager, NICKERSON SAGUN citizen, single/married, resident of Rodriguez, Rizel , b. CONTRACTOR, WITNESSETH, That,	with principal place of business herein represented by its of legal age, Filipino
WHEREAS, the PROVINCE declares that certain infrastructure pursuant of the Sangguntang Panlalawigan Ordinance No. 37, 8, 202	
Concreting of Road with Drainage Canal at P. Gueva Rodriguez, Rizal	rra St., Brgy. San Jose,
WHEREAS, the CONTRACTOR, warranting that it has the final to undertake the above said infrastructure works, has been declared as the Bid in a public bidding held last 10 January 2022, has accept the construction and completion of the above said infrastructure works following standards set forth in the bid documents, approved plans, progra consideration of the amount of Nebt Handred Fifteen Thouse 63/100 (P 815.060.)	Lawest Calculated Responsive ed and binds itself to undertake strictly in accordance with the me of works and specification in
	), 1 mappins 5 min,
NOW, THEREFORE, for and in consideration of the foregoin hereby agree as follows:	ng premises, the parties hereto
Sixty (60 ) calendar days, in accordance Documents, Approved Plans, Program of Works and Specifications, Ger. Contract, Supplemental or Bid Bulletins, if any, and supporting/related 2016 Revised Implementing Rules and Regulations of Republic Act No. 9 and incorporated herein by way of reference, namely:  a. SP Ordinance No. 37, s. 2021	neral and Special Conditions of I documents as required by the
b. Cartificate of Availability of Funds	10
c. Scope/Program of Work and Detailed Estimate	
d. Plans and Specifications	
e. Construction Schedule	
f. Request for Expression of Interest	
<li>Bidding Documents including all the documents/statements co- bidder/s two (2) bidding envelopes</li>	ntained is the winning
h. Bid Security	-
Addenda and Supplements) Bulletin	
<ul> <li>i. Addenda and Supplemental Bulletin</li> <li>j. Notice of Award of Contract and the Contractor's Conformity to</li> </ul>	hereto
<ol> <li>Notice of Award of Contract and the Contractor's Conformity to</li> </ol>	
<ul><li>j. Notice of Award of Contract and the Contractor's Conformity to</li><li>2. In consideration of the payment to be made by the PROVING</li></ul>	CE to the CONTRACTOR, the
<ol> <li>Notice of Award of Contract and the Contractor's Conformity to</li> </ol>	CE to the CONTRACTOR, the
j. Notice of Award of Contract and the Contractor's Conformity to 2. In consideration of the payment to be made by the PROVINI laster hereby covenants with the PROVINCE to construct and complete the this Agreement in conformity with the province of the Contract;	CE to the CONTRACTOR, the confrastructure works subject of
<ol> <li>Notice of Award of Contract and the Contractor's Conformity to</li> <li>In consideration of the payment to be made by the PROVINI laster hereby covenants with the PROVINCE to construct and complete the this Agreement in conformity with the province of the Contract;</li> <li>The PROVINCE hereby covenants to pay the CONTRACT Eight Hundred Fifteen Thousand Sixty Pescs 5 63/100</li> </ol>	CE to the CONTRACTOR, the confrastructure works subject of CFOR the amount of PESOS
<ol> <li>Notice of Award of Contract and the Contractor's Conformity to</li> <li>In consideration of the payment to be made by the PROVINI laster hereby covenants with the PROVINCE to construct and complete the this Agreement in conformity with the province of the Contract;</li> <li>The PROVINCE hereby covenants to pay the CONTRACT Eight Hundred Fifteen Thousand Sixty Pesos 5 63/100</li> </ol>	CE to the CONTRACTOR, the cinfrastructure works subject of CFOR the amount of PESOS 815,060.63 ). Philippine

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Forty-Four Thousand Five Hundred (P244,518.19

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

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

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

"All contracts executed in accurdance 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 beatth and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;

- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them
  in the conditions of the contract hereinofler 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 arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that are within the competence of the Construction Industry Arbitration Commission to resol

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

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Without 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 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 \_\_\_\_\_\_ day of

at Ant	ipolo City,		
NICKERSON CONSTRUCTION Entity/Firm/Corporation	RIZAL PRO	OVINCIAL GOVE	RNMENT
By:  NICKURSON SAND President  Proprietor/Manager/President	By:	BECCA A. YNAR Governor	ues F
	WITNESSES	4	
LOLIFA E DE GUZMAN	М	A. VICTORIA B.	TEJADA
NOT.	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PULLIPPINES) ANTIPOLO CITY (\$.8.	positing FWA'.		- following
BEFORE ME, a Notary Public		sonany appeared in	
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Marila
NICKERSON SACUN	TIN NO. 412-090-913	accompted the forward	-

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 at P. Guevarra St., Brgy. San Jose, Rodriguez, Rizal

WITNESS MY HAND AND SEAL this \_\_\_\_\_day or 1 4 FEB 2022 at Rizal Provincial Capitol, Antipolo City.

NOTARY PUBLIC OF SIZAL

- Ny such a of a mt 3795, September 28, 2024

Adm Matter \$3-006

173 40, \$1132674 - Johanny J. 2022 | Note of Allert and No. 69250

57 - Allert Allert No. 940007864

And Complicator No. 940007864



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

14 February, 2022

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

Dear Mr. Arada:

The attached Contract Agreement having been approved, notice is hereby given to FLAG CONSTRUCTION CORPORATION that work may proceed on the Application of Pavement Markings along Mayon Avenue at 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 copies in the space provided below. Keep one copy and return the other to the Provincial Government of Rizal.

Very truly yours,

Governor TNABES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

216:2002

pour

FERNANDO L. ARADA

01/10/2022 # 23

#### KNOW ALL MEN BY THESE PRESENTS:

this AGREEMENT made and entered into by and between:

existing under Republic Act No. 7160, Circumferential Road corner P. Oliveros:	HENT OF RIZAL, a local government unit, duly organized and with scal of government at the Rizal Provincial Capitol St., Brgy. San Roque, Antipolo City, represented in this act by YNARES, herein referred to as the PROVINCE; and
FLAG CONSTRUCTION CORPORAT	ION, a sole proprietorship/private corporation, duly
organized and existing under the laws of t and office address at <b>Binone</b>	he Republic of the Philippines, with principal place of business onen, Rizel , and herein represented by its FERNANDO ARADA , of legal age. Filipine
citizen, single/married, resident ofCONTRACTOR, WITNESSETH, That.	Binengonen, Rizel , hereinafter referred to as the
	clares that certain infrastructure works should be constructed in Ordinance No. 37, 5, 2021 namely:
Application of Pavement M Rodriguez, Rizel	erkings along Mayon Avenue at Brgy. Sen Jose.
to undertake the above said infrastructure	warranting that it has the financial and, technical competence works, has been declared as the Lowest Calculated Responsive annuary 2022 , has accepted and binds itself to undertake
the construction and completion of the a	bove said infrastructure works strictly in accordance with the
	currents, approved plans, program of works and specification is Hundred Eighty=Four Thousand Three Hundred
Thirteen Pesos & 03/100	(P 284, 313, 03 ), Philippine Currency.

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

- The whole works subject matter of this Agreement shall be completed within Sixty (40) calendar days, in accordance with the provisions of the Bid Doctments, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract. Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a SP Ordinance No. 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 in the winning hidder/s (wo (2) bidding envelopes
  - h Bid Security
  - i. Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Hundred Eighty-Four Thousand Three Hundred Thirteen Pesos 4 03/100

  (P 284,313.03 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

 The CONTRACTOR warrants that be 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;

23

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Eighty-Five Thousand Two Hundred Ninety-Three

Peece & 91/100 (P 85,293,91

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change under 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 hereinalter 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 29 to resort to other alternative modes of disputes resolution.

Without projudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR liable for civil 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.

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Jurisdiction over civil cases or the appropriate court of the City of Ant			nt, shall belong to
IN WITNESS WHEREOF, da	e parties have hereunto signe tipolo City.	ed this Agreement th	isday of
FLAG CONSTRUCTION CORPORATION Entity/Firm/Corporation	N RIZAL PA	ROVINCIAL GOVE	RNMENT
By:	By:	A	
( Queun)			The second second
Proprietor/Manager/President	R	Governor C	UES .
100	WITNESSES	d	
LOLITA B. DE GUZMAN	i r	MA, VICTORIA B.	TEJADA
NOT	ARIAL ACKNOWLEDGN	1ENT	
REPUBLIC OF THE PHILIPPINES)			
ANTIPOLOGITY )SS.			
BEFORE ME. a Notary Public	for and in Antipolo City, pe	rsonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON, REBECCA A. YNARBS	Passport No. P8239281A	August 5, 2028	Manita

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

TIN NO. 007-885-673

FERNANDO ARADA

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 .

Application of Pavement Markings along Mayon Avenue at Brgy. SAn Jose, Rodriguez,

Rizel	
WITNESS MY HAND AND SEAL this	day of 4 FEB 2022 at Rizal Provincial Capitol,
Antipolo City	· land
Doe No. 452	ATTY, ASMA MARIE L. BARTO
Page No DG	Cordona
Book No.	NOTARY PUBLIC CONTINUES OF RIZAL
Series 20 29	mountains of the 3006, Saptember 28, 200



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

14 February, 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 
Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene 
at Christine Ville Subd., San Jose, Rodriguez, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor YNABES

I acknowledge receipt of this Notice on:

Authorized Signature: Name of the Representative of the Bidder:

01/10/2022 # 24

### KNOW ALL MEN BY THESE PRESENTS:

Bid Security

Addenda and Supplemental Bulletin.

ė	This AGREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
	MICKERSON CONSTRUCTION , a sole proprietorship/private corporation, duly
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Rodriguez, Rizal and berein represented by its Proprietor/President/General Manager, MICKERSON SACIN of legal age, Filipino citizen, single/married, resident of Rodriguez, Rizal hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 37, a. 2021 namely:
	Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Christine Ville Subd., 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 beld last 10 January 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 Nine Hundred Twenty-Fight Thousand One Hundred Eleven Peros 6 71/100 (P 928, 111.71), Philippine Currency.
	NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:
>	I. The whole works subject matter of this Agreement stell be completed within Sixty-Four (64) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
	a. SP Ordinance No. 37, g. 2021 b. Certificate of Availability of Funds
	c. Scope/Program of Work and Detailed Estimate
	d. Plans and Specifications
	c. Construction Schedule
	f. Request for Expression of Interest
	<ol> <li>Bidding Documents including all the documents/statements contained is the winning bidder/s two (2) bidding envelopes</li> </ol>

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

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

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

Nine Hundred Twenty-Eight Thousand One Hundred Eleven Pesos 3 71/100

(P 928,111.71 ), Philippine

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

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;

24

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Seventy-Eight Thousand Four Hundred Thirty-Three Pesos & 51/100 (P 278,433.51

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

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

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

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



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

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Without prejudice to administrative sanctions that may be imposed in proper cases, a violation by the CONTRACTOR of any/all of the provision of this Agreement, the bidding documents or any agreement/undertaking prior or subsequent to the execution of this Agreement as well as any of the pertinent provisions of Republic Act No. 9184, and its Implementing Rules and Regulations, shall make the CONTRACTOR 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.

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

Name/Entity Valid ID Presented Date Place

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

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.

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) at Christine Ville Subd., San Jose, Rodriguez, Rizal

for NOTARY PUBLIC Cardona Extended until June 10, 2022 (by virtue of 8.M. 3795, September 28, 2021) Adm. Matter 19-006 PTR No. 17132074 / January 3, 2022 / Rizel Roll of Atterracys No. 69280 Inp Ufetime Namber No. 016632 / Rizel



# OFFICE OF THE GOVERNOR NOTICE TO PROCEED

14 February, 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 
Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene) 
at Eastwood Residence Phase I- IA, San Isidro, Rodriguez, Rizal 
effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2/6.2022

NICKERSON H. SAGUN

## 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 an existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capita Circumferential Road corner P. Oliveros St., Brgy. San Roque, Autopolo City, represented in this act b
its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
NICKERSON CONSTRUCTION a sole proprietorship/private corporation, du
organized and existing under the laws of the Republic of the Philippines, with principal place of busines and office address at <b>Rodriguez</b> , Rizel and herein represented by it
Proprietot/President/General Manager, NICKERSON SAGUN of legal age, Filipit citizen, single/married, resident of Rodriguez, Rizel hereinafter referred to as the single-married resident of Rodriguez, Rizel hereinafter referred to as the single-married resident of Rodriguez, Rizel hereinafter referred to as the single-married resident of Rodriguez, Rizel hereinafter referred to as the single-married resident of Rodriguez, Rizel hereinafter referred to as the single-married resident of Rodriguez, Rizel hereinafter referred to as the single-married resident of Rodriguez, Rizel hereinafter referred to as the single-married resident of Rodriguez, Rizel hereinafter referred to as the single-married resident of Rodriguez, Rizel hereinafter referred to as the single-married resident of Rodriguez, Rizel hereinafter referred to as the single-married resident of Rodriguez, Rizel hereinafter referred to as the single-married resident of Rodriguez, Rizel hereinafter referred to as the single-married resident of Rodriguez, Rizel hereinafter referred to as the single-married resident of Rodriguez, Rizel hereinafter referred to as the single-married resident resi
citizen, single/married, resident of Rodriguez, Rizal , hereinafter referred to as the
CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panialawigan Ordinance No. 37, p. 2021 namely:  Construction/Provision of West Facilities (Weter, Semitation & Hygiene) at Eastwood Residence Phase I - 1A, San Isidro, Rodriguez, Rizel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competent to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsible in a public bidding held has 10 January 2022, has accepted and binds itself to undertain the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification consideration of the amount of Nine Hundred Thirty Thousand Four Hundred Seventy-

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

- 1. The whole works subject matter of this Agreement shell be completed within Sixty-Four ( 64 ) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 37, s. 2021
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - c. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - Addenda and Supplemental Bulletin
  - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

Nine Hundred Thirty Thousand Four Hundred	
	(P 930, 478, 88 ), Philippin
Currency, he consideration of the construction and only unless otherwise agreed by the parties, subject of this Ag manner prescribed by the Contract and specified in the Bi	reement as a contract price at the time and in the

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

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Seventy-Mine Thousand One Hundred Forty-Three Pesos 8 66/100

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

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

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

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

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 hability or damages, which may either consist of liquidated damages and restitution for the damages done of the forfeiture in favor of the government of any unwarranted benefit derived from the act or acts in question or both at the discretion of the Courts.

Jurisdiction over civil cases of the appropriate court of the City of An			nt, shall belong to
IN WITNESS WHEREOF, th	e parties have hereunto signed hipolo City <sub>e</sub>	this Agreement th	isday of
NICKERSON CONSTRUCTION	RIZAL PR	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation			
By. Marco	By.	5	
NICKERSON SAGUN	RE	BECCA A. YNAR	RES
Proprietor/Manager/President		Governor 7	4
/x/	WITNESSES	8	2
LOLITA B. DE GUZMAN	v M	A. VICTORIA B.	TEJADA
7.55		7	
(, NOT	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY (18.8) SSECURE ME a Society Public		capally appeared th	u fallowiaa
BEFORE ME, a Mosaly Publi	e tor and in Annipolo eny, per	sonany appeared us	E lollowing.
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No. P8239281A	August 5, 2028	Manila
NICKERSON SAGUN	TIN NO. 412-090-913		
acknowledgment that the same is their present	three (3) pages including this	well as the entity the page wherein this	at they respectively acknowledgment is
Construction/Provision of We Esstwood Residence Phase I -	esh Facilities (Water, - 1A, San Isidro, Rodri	guez, Rizəl	/glene/ et
WITNESS MY HAND AND S Capitol, Antipolo City.	SEAL thisday of 1_4	FEB 2022 at Riza	al Provincial

TOS

NOTARY PUBLIC

Adm. Matter 18-005 FVR No. 97132974 | January 3, 2022 / Rival Bull of Attorneys No. 84750 IIIP Lifetime Member No. 91613 1 Pland Malic Compliance No. 7160007663

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#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

14 February, 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 Improvement/Construction of Steel Grating Canal Cover of Roads at Southville 8 Phase I, 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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

NICKERSON IL SAGUN

### CONTRACT AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

y and between
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy, San Roque, Antipolo City, represented in this act by its GOVERNOR, HON, REBECCA A. YNARES, herein referred to as the PROVINCE; and
NICKERECH CONSTRUCTION , a sole proprietorship/private corporation, duly organized and coasting under the laws of the Republic of the Philippines, with principal place of business and office address at Rodriguez, Rizel , and become represented by its Proprietor/President/General Manager.  NICKERSON SAGIN , of tegal age, Filipino citizen, single/married, resident of Rodriguez, Rizel , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawagan Ordinance No. 37, s. 2021 namely:
Improvement/Construction of Steel Grating Canal Cover of Roads at Southville & Phase I, Brgy. San Isidro, Rodriguez, 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 10 Jenuery 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 Three Hundred Twenty-Eight Thousand Two Hundred Thirteen Pesos 6 34/100 (P 328, 213.34), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto bereby agree as follows:
1. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
a. SP Ordinance No. 37. 2021  b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate d. Plans and Specifications
<ul> <li>e. Construction Schedule</li> <li>f. Request for Expression of Interest</li> <li>g. Bidding Documents including all the documents/statements contained it the winning bidder/s two (2) bidding envelopes</li> <li>h. Bid Security</li> </ul>

- i. Addenda and Supplemental Bulletin
- Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby 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 Three Hundred Twenty-Eight Thousand Two Hundred Thirteen Pesos & 34/100 (P 328, 213.34 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 memner 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 Minety Eight Thousand Four Hundred Sixty-Four (P 98,464.00

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.

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

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

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

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

PROVINCIAL GOVERN	
PROVINCIAL GOVERN	
1	MENT
REBECCA A. YNARES	e
Governor	_
MA. VICTORIA B. TI	EJAĐĀ
SMENT	
personally appeared the fe	ollowing
Date	Place
August 5, 2028	Masile
3	
who executed the foregoing as well as the entity that t	
this page wherein this ack page hereof, refers to the A	Southville 8
	TOS
J	4 FEB 2022 at Rizal Pr



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

14 February, 2022

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORPORATION that work may proceed on the Const. of 2-Storey Ynares Multi-Purpose Bldg. at La Mar Village, Brgy. Guitnang Bayan II, San Mateo, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

Governor ANARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2 16 2027

01/10/2022 # 27

## CONTRACT AGREEMENT 27

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws	PATION a sole proprietorship/p of the Republic of the Philippines, with pr	incipal place of busines
Proprietor/President/General Manage	iguez, Rizel , and herein , CARLOS GERONIMO Rodriguez, Rizel , hereinat	of legal age. Filiping
	at. declares that certain infrastructure works :	should be constructed in
	igan Ordinance No. 37, 8. 2021	
Construction of 2-store Brgy. Guitneng Beyen II	y Yneres Multi-Purpose Building , Sen Meteo, Rizel	et Le Mar Village

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 10 Jenuary 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 Four Million Ninety Thousand Eight Hundred Eleven Pesos 6 61/100 (P 4,090, 811.61 ), Philippine Currency.

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

- I The whole works subject matter of this Agreement shall be completed within One Hundred Fifty-Six (156) 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. 37, s. 2021
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) hidding envelopes
  - b. Bid Security
  - i. Addenda and Supplemental Bulletin
  - j Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
  - The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Ninety Thousand Eight Hundred Eleven Pesos 4 61/100

(P. 4,090,811,61). Philippine Currency, in consideration of the construction and only upon completion of the unfrastructure 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;

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

Two Hundred Forty-Three Pesos 6 48/100 (P 1,227,243,48)

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

- 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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goog

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 27 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 parties have hereunto sign Antipolo City.	ed this Agreement thi	sday of
CSGER CONSTRUCTION CORPORA' Entity/Virm/Corporation	TION REZAL P	ROVINCIAL GOVER	RYMENT
y: gelgi	By:	8	
Proprietor/Manager/President	F	Governor #	ES
/re	WITNESSES	8	
LOLITA B. DE GUZMA	AN	MA, VICTORIA B.	TEJADA
NO	TARIAL ACKNOWLEDGE	MENT	
REPUBLIC OF THE PHILIPPINES	•		
BEFORE ME, a Notary Pub	olic for and in Antipolo City, p	ersonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
ION, REBECCA A, YNARES	Passport No. P8239281A	August 5, 2028	Manila
CARLOS GERONIDAD	TIN NO. 009-082-732		-
All known to me and to me knowned and the me knowned and the same is the present.	mown to be the same person's w ir free voluntary act and deed a	he executed the forego is well as the entity tha	mg instrument and it they respectively
This instrument, consisting written and has been signed by the pa	of three (3) pages including the rues bereto in each and every pa	us page wherein this a age hereof, refers to the	cknowledgment is Agreement for
Construction of 2-storey Yr Guitneng Beyen II, Sen Mete		lding at La Mar \	/illage, Brgy.
	1	4 FEB 2022	
WITNESS MY HAND AND Antipolo City.	SEAL thisday of _	at Rixal	Proviocial Capitol,
The transfer			\ <u></u>
11 . 11		ATTENDED	WANTE FT
Doc No 411			
Page No. 84 Book No. 3		NOTARY PUBL	Cy Public Cardena



### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

14 February, 2022

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Baras, Rizal

Dear Engr. Villaroman:

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

Construction/Provision of Wash Facilities (Water, Sanitation & Hygiene), Cayabu, Tanay, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.16.2022

RENATO C. VILLAROMAN

# CONTRACT AGREEMENT 28

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

LARD BUILDERS	, a sole proprie	torship/private corporation, duly
organized and existing under the laws of the and office address at Beres.	e Republic of the Philippines Rizal and	with principal place of business herein represented by its
Proprietor/President/General Manager,	RENATO VILLAROMAN	of legal age Filining
citizen, single/married, resident of	Beres, Rizel ,	hereinafter referred to as the
CONTRACYOR, WITNESSETIL That,		
WHEREAS, the PROVINCE decise pursuant of the Sangguniang Pandalawigan	ores that certain infrastructur Ordinance No. 37, 8, 200	e works should be constructed in namely:

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last \_10 Jenuery 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 Sixty Thousand Seven Hundred Thirty-Three Pesos 6 90/100 \_\_\_\_\_\_ (P\_1,250,733.90\_\_), Philipping Currency,

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

- 1. The whole works subject matter of this Agreement shall be completed within Sixty-Four (64) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No 9184 and are integrated herewith and incorporated herein by way of reference, namely.
  - a. SP Ordinance No. 37, s. 2021
  - b. Certificate of Availability of Funds
  - c. Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - Request for Expression of Interest.
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - li. Bid Security
  - Addenda and Supplemental Bulletin.
  - Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Two Hundred Sixty Thousand Seven Hundred Thirty-Three Pesos & 90/100 (P 1,250,733.90), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;



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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Seventy-Eight Thousand Two Hundred Twenty Pesos 5 17/100

[P\_ 378, 220.17]

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;

- 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:

D

- "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 hereinnifter 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.

LARD BUILDERS	RIZAL PR	OVINCIAL GOVE	RNMEN'T
Entity/Firm/Corporation			
ву:	Ву:	4	
RENATO VILLAROMAN	RE	BECCA A. YNAR	ES
Proprietor/Manager/President		Governor 7	
181	WITNESSES	/	/
LOLITA'B. DE GYZMAN	У	IA. VICTORIA/B.	TEJADA
NOT	AREAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.	All Fertile states		
BEFORE ME, a Notary Public	_	sonally appeared the	e following
Name/Entity	Valid ID Presented	Date	Place
HON. REBECCA A. YNARES	Passport No. P8239281A	August 5, 2028	Малів
RENATO VILLAROMAN	TIN NO. 119-041-448		

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, Senitation 4 Hygiene), Cavabu.

Tenay, Rizal	
WITNESS MY HAND AND SEAL this Antipolo City  Doc No4p Page No84 Book No3 Series 2022	day of 1 4-FEB 2022 at Rizal Provincial Capitol,  for Armodel History man 5 Gardenn NOTARY PUBLIC at June 20, 2022 (by virtue of 8, 8, 378, September 28, 2021) Adm. thatter 19-09 PTR No. 47532074 i Junuary 3, 2022 i Rizal Roll of Automory No. 53250 Int Lifetime Familier for 10, 19632 i Rizal Willie Compliance No. VI-0907683



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

14 February, 2022

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Asphalt Overlaying/Concrete Reblocking (portion) of Various Roads, Brgy. Poblacion, Teresa, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2-16-2022

JUAN PAOLO MIGUEL E. MANLAPIT

# CONTRACT AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

L. EUSEBIO ACE DEVELOPMENT CORPORATION , a sole proprietorship/private comp	constion, duly
organized and existing under the laws of the Republic of the Philippines, with principal plan	ce of business
and office address at Pasig City and herein represent	ted by its
Proprietor/President/General Manager, JUAN PAULO MIGUEL E. MANLAPIT of legal	age. Filipino
citizen, single/married, resident of Pasig City, hereinafter referre	ed to as the
CONTRACTOR, WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain infrastructure works should be a	constructed in
pursuant of the Sangguniang Panialawigan Ordinance No. 37, 9, 2021	namely:

# Asphalt Overlaying/Concrete Reblocking (portion) of various Roads, Brgy. Poblacion, Teresa, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 10 January 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 Five Million Nine Hundred Thirty Thousand Eight Hundred Sixty-Five Person 6 90/100 (P 5,930, 865,90), Philippine Currency.

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

- I. The whole works subject matter of this Agreement shall be completed within One Hundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - a. SP Ordinance No. 37, s. 2021
  - b. Certificate of Availability of Funds
  - Scope/Program of Work and Detailed Estimate
  - d. Plans and Specifications
  - e. Construction Schedule
  - f. Request for Expression of Interest
  - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
  - h. Bid Security
  - i. Addenda and Supplemental Bulletin
  - Notice of Award of Contract and the Contractor's Conformity thereto.
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby coverants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Million Nine Hundred Thirty Thousand Eight Hundred Sixty-Five Pesos & 90/100 (P 5, 930, 865. 90 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,

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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Seven Bundred Seventy-Rine

Thousand Two Hundred Fifty-Rine Pesos 6 77/100 (P 1,779,259.77)

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

- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the character 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 there in the conditions of the conduct 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 say mutual agreement of the parties hereto to agree in writing \(\square\) 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 of the appropriate court of the City of Ar	or sait out of the implementation stipolo, with the exclusion of as		nt, shall belong to
	ne parties have hereumo signed núpolo City.	this Agreement th	is day of
***************************************	4		
L EUSEBIO ACE DEVELOPMENT CORPO	RATION RIZAL PRO	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation		/	
Ву:	By:	6	
JUAN PAULO NIGUEL E. MARAPI	r RE	BECCA A. YNA	RES
Proprietor/Manager/President		Governor /	-
/ /la 1	WITNESSES	8	
LOLITA B, DE GUZMA	N M	A. VICTORIA B	TEJAĎA
/			
NOT	TARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES)			
ANTIPOLO CITY ) S.S.	- 10.20 fa		
BEFORE ME, a Notary Publ	ie for and in Antipolo City, per	sonally appeared th	e following
Name/Entity	Valid ID Presented	Date	Place
HON REBECCA A YNARES	Passport No PX239281A	August 5, 2028	Manila
JUAN PAULO MIGUEL E. MANLAPIT	TIN NO. 000-159-917		-
All known to me and to me kn acknowledgment that the same is their present.	own to be the same person's who free voluntary act and deed as	executed the foregwell as the entrty th	oing instrument and at they respectively
This instrument, consisting of written and has been signed by the part	f three (3) pages including this ses hereto in each and every page	page wherein this hereof, refers to th	acknowledgment is e Agreement for
Asphelt Overlaying/Concrete Teresa, Rizel			Brgy Poblacion
	142	th .	
WITNESS MY HAND AND S	SEAL thisday of	EB 2022_ at Rizz	d Provincial Capitol,
Antipolo City			Ind.
Doc Na. Hob		1 2 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	MARIN L. UTOS
Page No 87 Book No. 1		NAMES AND ASSOCIATED ASSOCIATION OF THE PARTY OF THE PART	147 PUBLIC Instanta & Cardona
Series 20_21		Extended u	ntil June 30, 2073
		Bullet 1	795, September 28, 2021) Matter 18-000 47 January 1, 2022   Rizal
		Roll of Att	mber No. 016832 (70 sai
		MGLE Compli	nece No. VI 3007863



#### OFFICE OF THE GOVERNOR

#### NOTICE TO PROCEED

14 February, 2022

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

Dear Mr. Manlapit:

The attached Contract Agreement having been approved, notice is hereby given to L. EUSEBIO ACE DEVELOPMENT CORP. that work may proceed on the Const. of Stone Masonry for Slope Protection (portion) of Greenview Isle Creek, Brgy. Dalig, Teresa, Rizal effective on the day you received this Notice to Proceed.

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

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

Very truly yours,

REBECCA A. YNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2 16.2022

JUAN PAÓLO MÁGUEL E. MANLAPIT

## CONTRACT AGREEMENT 2/

#### KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

L FUSEBIO ACE DEVELOPMENT CORPORATION , a sole proprietorship/private corporation, duly organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Perig City , and herein represented by its Proprietor/President/General Manager. JUAN PAULO MIGUEL E. MANLAPIT of legal age, Filipino citizen, single/married, resident of Perig City , hereinafter referred to as the CONTRACTOR. WITNESSETI, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sanggunuang Panlalawigan Ordinance No. 37, 9, 2021 namely:

Construction of Stone Masonry for Slope Protection (portion) of Greenview Isle Creek, Brgy. Delig, Terese, 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 10 Jenuery 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 Seven Hillion Four Hundred Righty-Nine Thousand Four Hundred Trenty-Six Person 04/100 (P 7,489,425.04), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within the bundred Eighty (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
  - SP Ordinance No. 37, \*, 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
  - Notice of Award of Contract and the Contractor's Conformity thereto.
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven Hillion Four Hundred Righty-Hine Thousand Four Hundred Twenty-Six

  Pesos 4 04/100 (P 7,489,426.04 ), Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the

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

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

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5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Million Two Hundred Forty-Six Thousand Eight Hundred Twenty-Seven Pesos 5 81/100 (P2, 246, 827.81 )

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 domages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the imperformed partial for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prefudice to other courses of action and remedies available under the curcumstances."

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

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

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

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

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

IN WITNESS WHEREOF, the	e parties have hereunro signe tipolo City,	d this Agreement th	isday of
L. EUSEBIO ACE DEVELOPMENT CORI	PORATION RIZAL PR	OVINCIAL GOVE	RNMENT
Entity/Firm/Corporation		1	
By:	By:	de	
JUAN PAULO MIGHEL E. MANEAPIT		Checot I Marie	nee.
Proprietor/Manager/President	R	Governor 77	us_
			2
18/	WITNESSES	ø	e:
LOLITA BOE GUZMAN	,	MA. VICTORIA B.	TEJAĐA
/		(	
, NO.	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY ) S.S.	Complex Most		
BEFORE ME, a Notary Public		rsonally appeared th	e following
Name/Entity	Valid 1D Presented	Date	Place
HON RESECCA A YNARES	Рамрол No. P8239281A	August 5, 2028	Manila
HON RESECCA A YNARES		August 5, 2028	Manua
	TIN NO. 000-159-917	au executed the forego	oing instrument and
Aft known to me and to me known to the same is their	TIN NO. 000-159-917  wan to be the same person/s where voluntary act and deed as three (3) pages including the	an executed the forego well as the entity the	oing instrument and at they respectively acknowledgment is
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Aft knows to me and to me knows acknowledgment that the same is their present.  This instrument, consisting of written and has been signed by the particles and has been signed by the particles, Brgy. Delig, Terese, R.  WITNESS MY HAND AND Stantipolo City.  Doc No. 1991  Page No. 81	TIN NO. 000-159-917  own to be the same person/s where voluntary act and deed as three (3) pages including the as hereto in each and every pages for Slope Protection isel.	so executed the foregone well as the entity the spage wherein this generated the foregone wherein this generated at Riza (portion) of Grand at Riza (NOTARY PUBLISHED AT RIZA)	acknowledgment acknowledgment acknowledgment acknowledgment for:  ceenview Isle  Provincial Capito  1705